



## निविदा प्रपत्र

सेंट्रल बैंक ऑफ इंडिया अपने  
अकोला तथा बुलढाणा स्थित  
आर सेटी भवन निर्माण हेतु प्रतिष्ठित सेवा प्रदाताओं से निविदा आमंत्रित करती है

निविदाकार का नाम :- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

निविदा प्रस्तुत करने की अंतिम तिथि: 22/08/2022 दोपहर 03:00 बजे तक

निविदा खोलने की तिथि )केवल प्रि-क्वालीफिकेशन/टेक्निकल निविदा(: 22/08/2022 दोपहर 03:30 बजे

निविदा शुल्क: ऑनलाइन/ डिमांड ड्राफ्ट रुपये `2000.00 ( दो हजार मात्र (अप्रतिदेय )

बयाना जमा राशि: डिमांड ड्राफ्ट ऑनलाइन/ के रूप में रुपये `1,77,500.00 ( एक लाख सतहतर हजार पाँच सौ मात्र)

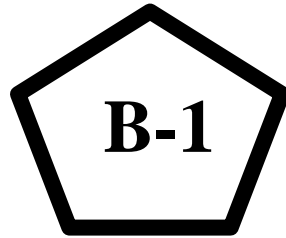
आय ई एम का विवरण:-

1) श्री. त्रिविक्रम नाथ तिवारी  
ईमेल :- trivikramnt@yahoo.co.in

2) श्री. जगदीप नारायण सिंह  
ईमेल :- jagadipsingh@yahoo.com

सेंट्रल बैंक ऑफ इंडिया,  
व्यवसाय सहायता विभाग  
क्षेत्रीय कार्यालय  
“मंगेश”  
आदर्श कॉलोनी, गोरक्षण रोड  
अकोला 400001  
दूरभाष:- 0724-2458878,2450251

**GOVERNMENT OF INDIA**  
**CENTRAL BANK OF INDIA**  
**REGIONAL OFFICE**  
**CENTRAL BANK OF INDIA AKOLA**



**TENDER PAPERS**

**NAME OF WORK : - PROPOSED CONSTRUCTION OF R.S.E.T.I.  
BUILDING (CENTRAL BANK OF INDIA) AKOLA ON PLOT NO. 05  
SHEETS NO. 66, NEAR CIVIL CHOWK, BEHIND B.S.N.L. OFFICE,  
MOUNJE- AKOLA, TQ. AND DIST. AKOLA**

**IEM/CMO**  
**CENTRAL BANK OF INDIA**  
**AKOLA**

(b)

**NAME OF WORK:- PROPOSED CONSTRUCTION OF R.S.E.T.I. BUILDING (CENTRAL BANK OF INDIA) AKOLA ON PLOT NO. 05 SHEETS NO. 66, NEAR CIVIL CHOWK, BEHIND B.S.N.L. OFFICE, MOUNJE- AKOLA, TQ. AND DIST. AKOLA**

Sr. No	Particulars	Page No	
		From	To
1	Disclaimer		
2	Brief & Detailed Tender Notice Earnest Money Etc.		
3	i) E- Tendering Procedures		
	ii) From I to V		
	iii) Affidavit		
	iv) Model Form of Bank Guarantee Bond		
	v) Guarantee Bond For Water Proofing Work.		
	vi) Guarantee bond for Anti Termite Treatment		
4	General Description and Scope of work		
5	Printed 'B-1' Agreement Form		
6	Additional Conditions for Materials		
7	i) Additional General Conditions		
	ii) Additional Specifications		
8	Schedule 'A'		
9	Schedule 'B' Pages 1 to 68		
10	Detailed Specifications (Schedule 'C') Pages 1 to 59		
11	Bar chart		
11	Drawing	Separate attached	

### DISCLAIMER

1. Detailed Time Table for the various activities to be performed in e-tendering process by the Tenderer for quoting their offer is given in this Tender Document under "Tender Schedule". Contractor should carefully note down the cut-off dates for the carrying out each e-tendering process / activity.
2. Every effort is being made to keep the Website up to date and running smoothly 24 x 7 by the Bank and the Service Provider. However, Bank takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time.
3. In that event Project Architect/ IEM Shri. Trivikram Nath Tiwari (Central Bank of India) will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Website. It includes all associated services or due to such unavailability of the Website or any part thereof or any contents or any associated services.
4. Tenderer must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
5. Project Architect Ar. Rajendra Gattani Associates/ IEM Shri. Trivikram Nath Tiwari (Central Bank of India) will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error/ failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law. Contractors must get done all the e-tendering activities well in advance.

**GOVERNMENT OF INDIA  
CENTRAL BANK OF INDIA  
REGIONAL OFFICE  
CENTRAL BANK OF INDIA AKOLA  
ORIGINAL AGREEMENT NO. B-1**

**NAME OF WORK : - PROPOSED CONSTRUCTION OF R.S.E.T.I. BUILDING (CENTRAL BANK OF INDIA) AKOLA ON PLOT NO. 05 SHEETS NO. 66, NEAR CIVIL CHOWK, BEHIND B.S.N.L. OFFICE, MOUNJE- AKOLA, TQ. AND DIST. AKOLA**

1. Name of Contractor :
2. Date of receipt of Tender :
3. No. & Date of Work Order :
4. Amount put to Tender :
5. Percentage quoted. :
6. Amount of Contract. :
7. Date of Commencement. :
8. Time stipulated for completion of work. : **300 (Three Hundred) Days.**  
(Including public holidays & monsoon)
9. Date of completion as per Agreement :
10. Actual date of completion. :
11. Reference to sanction of extension of time:
  - 1.....
  - 2.....
  - 3.....

Certified that this original agreement contains Pages 1 to  
Nos.

fly leaves

Nos. Drawings

CONTRACTOR

PROJECT ARCHITECT/IEM (Central Bank of India)

**DETAILS OF WORK**

**NAME OF WORK :- PROPOSED CONSTRUCTION OF R.S.E.T.I. BUILDING (CENTRAL BANK OF INDIA) AKOLA ON PLOT NO. 05 SHEETS NO. 66, NEAR CIVIL CHOWK, BEHIND B.S.N.L. OFFICE, MOUNJE- AKOLA, TQ. AND DIST. AKOLA**

**Estimated cost put to tender : Rs. 1,76,82,943.00/-**

**Earnest Money (1%) : Rs. 1,77,000.00/-**

**(As per point No-2.7, PWD Tender GR no- CAT/2017/pr.kr. 08/building-2 Dated -27/09/2018)**

**The EMD applicable amount shall be paid via online mode only.**

**Total Security Deposit 1 % (One Percent)**

- |                                      |  |                          |
|--------------------------------------|--|--------------------------|
| 1.                                   | Initial security Deposit (0.5%) :                              | <b>Rs. 88,500.00/-</b>   |
| 2.                                   | Further Security deposit to be :<br>Deducted from Bills (0.5%) | <b>Rs. 88,500.00/-</b>   |
| <b>Total Security Deposit (1%) :</b> |  | <b>Rs. 1,77,000.00/-</b> |

**TO BE FILLED BY THE CONTRACTOR**

- **I/WE have quoted my/our offer in percentage rate in words as well as in figures.**
- **I/WE further undertake to enter into contract in regular "B-1" form in Chief Manager, R.P.C. Regional Office, Central Bank of India AKOLA**

**Name & Signature of Contractor/**

Power of Attorney holder

With complete address

**NAME OF WORK :- PROPOSED CONSTRUCTION OF R.S.E.T.I. BUILDING (CENTRAL BANK OF INDIA) AKOLA ON PLOT NO. 05 SHEETS NO. 66, NEAR CIVIL CHOWK, BEHIND B.S.N.L. OFFICE, MOUNJE- AKOLA, TQ. AND DIST. AKOLA**

**Estimated cost put to tender : Rs. 1,76,82,943.00/-**

**Earnest Money (1%) : Rs. 1,77,000.00/-**

**Completion Time : 300 (Three Hundred) Days.**  
(Including public holidays & monsoon)

### **TENDER SCHEDULE**

- |          |  |  |
|----------|--|--|
| <b>1</b> | Cost of Tender Form  | <b>Rs. 2,000/-</b>   |
| <b>2</b> | Period for Downloading Tender Forms  | <b>Refer Online schedule on portal<br/><a href="https://centralbankofindia.co.in">https://centralbankofindia.co.in</a><br/>(Central Bank of India)</b> |
| <b>3</b> | Date of Pre-bid meeting  | <b>Nil-</b>  |
| <b>4</b> | Last date and time for online bid preparation<br>And hash submission (Technical and Financial)   | <b>Refer Online schedule on portal<br/><a href="https://centralbankofindia.co.in">https://centralbankofindia.co.in</a><br/>(Central Bank of India)</b> |
| <b>5</b> | Date and time for online bid data decryption and re-encryption (Technical and Commercial)  | <b>Refer Online schedule on portal<br/><a href="https://centralbankofindia.co.in">https://centralbankofindia.co.in</a><br/>(Central Bank of India)</b> |
| <b>6</b> | Receipt of <u>online EMD</u> /, stamp paper of Rs.100/- Bond Affidavit (Original) in prescribed format given in Annexure I sworn before Executive Magistrate / Notary and <u>Tender Document fees, to be paid online. Only via Payment Gateway mode</u> / TDR of Additional performance Security Deposit | <b>Refer Online schedule on portal<br/><a href="https://centralbankofindia.co.in">https://centralbankofindia.co.in</a><br/>(Central Bank of India)</b> |
| <b>7</b> | Registration Class of Contractor   | <b>Class III &amp; above contractor</b>  |

**GOVERNMENT OF INDIA  
CENTRAL BANK OF INDIA  
REGIONAL OFFICE  
CENTRAL BANK OF INDIA AKOLA**

**INVITATION FOR TENDERS  
DETAILED TENDER NOTICE NO. FOR 2022-23**

1. Online percentage rate tenders in 'B-1' Form are invited by the **Chief Manager, R.P.C. Regional Office, Central Bank of India AKOLA** for the following work from Capable an Eligible Civil Contractor registered in Class III & Above with Government of Maharashtra. The Name of Work, Estimated Cost, Earnest Money, Security Deposit, Time limit for Completion etc. are as under

Sr. No.	Name of Work	Estimated Cost in Rupees	Earnest Money (1%)	Security Deposit (1%)	Class of Contractor	Time limit in Calendar Months
1	<b>PROPOSED CONSTRUCTION OF R.S.E.T.I. BUILDING (CENTRAL BANK OF INDIA) AKOLA ON PLOT NO. 05 SHEETS NO. 66, NEAR CIVIL CHOWK, BEHIND B.S.N.L. OFFICE, MOUNJE- AKOLA, TQ. AND DIST. AKOLA</b>	<b>Rs. 1,76,82,943.00/-</b>	<b>Rs. 1,77,000.00/-</b>	<b>Rs. 1,77,000/-</b>	<b>Class III &amp; Above</b>	<b>300 (Three Hundred) Days</b>

1.1 Tender form, conditions of contract, specifications and contract drawings can be downloaded from the e-tendering portal of Central Bank of India i.e., <https://centralbankofindia.co.in> after entering the details of payment of tender document Fee of **Rs. 2000/- (Rupees Two Thousand Only)** Tender Document Fees shall be paid online using payment gateway. The fees of tender document will be non-refundable.

Further information regarding the work can be obtained from the **Office of the Ar Rajendra Gattani & Associates, Janardhan Peth, and Amaravti-444601 contact-0721-2565920/9822235977** referred as Project Architect. **E-mail ID**– [rajendra.gattani@rediffmail.com](mailto:rajendra.gattani@rediffmail.com)  
**Details of IEM** – Shri. Trivikram Nath Tiwari, **E-mail ID** – [trivikramnt@yahoo.co.in](mailto:trivikramnt@yahoo.co.in)

1.2 The tender form, conditions of contract, specifications & contract drawings can be downloaded online using payment gateway. The EMD applicable amount shall be paid via online mode from the authorized account in the name of Bidder only. Bids will be opened as per tender schedule, in the presence of such intending tenderer or his/their authorized representatives who may be present at the time opening



The Pre-bid meeting will be held on **Date     /     /2022 @ Regional Office, Central Bank of India AKOLA** (As per e- tender schedule uploaded on e-portal <https://centralbankofindia.co.in> (Central Bank of India)) in the presence of bidders who wish to attend in the office of the Chief Manager, R.P.C. Regional Office, Central Bank of India AKOLA

• **Physical Submission:**

**The bidder shall submit the Hard Copy in "Sealed Envelope" of Technical & Financial Bids as specified in NIT within 72 hours after the online submission of Bid ("Bid Lock").**

**Address: -**

**Office of the  
Chief Manager, R.P.C. Regional Office,  
Central Bank of India  
AKOLA**

- 1.3** The offer shall remain open for acceptance for minimum period of 90 days from the date of opening of Envelope No. 2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority.
- 1.4** The tender notice shall form a part of contract agreement. The tenders are invited on the departmental designs only
- 1.5** The tenderer if firm or company shall in their forwarding letter mention names of all the partners of the firm or company (as the case may be) and the name of the partner who holds the power of attorney in any, authorizing him to conduct transaction on behalf of the firm or company.
- 1.6** The right is reserved to revise or amend the contract documents prior to the date notified for the receipt of the tenders or extended date. Such deviations, amendments or extensions, if any, shall be communicated in the form of corrigendum by letter or / and by notice in Newspaper as may be considered suitable
- 1.7** The tenderer shall enter his percentage rates in words and figures "below / above". In case there is difference between percentage written in figures and words, the lower offer will be taken as final.
- 1.8** No pages should be removed from, added in or replaced in the tender documents.
- 1.9** Right is reserved to reject any or all tenders without assigning any reasons thereof.
- 1.10** Tenders who do not fulfill any or all conditions or are incomplete in any respect are liable for summary rejection.
- 1.11** The tenderer may, in forwarding letter, mention any points he may wish to make clear but right is reserved to reject the same in the whole of the tenders if the same become conditional tender thereby.
- 1.12** All Cement Concrete items under this contract shall be carried out with **Standard specification book.**

### **GENERAL**

- a) **Time limit:** The work is to be completed within time limit as specified in the Notice **inviting** tender which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period.
- b) **Tender Rate:** No alteration in the form of tender and the schedule of tender and no additions in the scope or special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable to all leads and lifts.
- c) **Tender Units:** The tenderer should particularly note the unit mentioned in the Schedule "B" on which the rates are based. No change in the units shall be allowed. In the case of difference between rates written in figures and words, the correct rate will be the one, which is lower of the two.
- d) The Income Tax @ 2% or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

### **2.0 EARNEST MONEY:**

- 2.1 Earnest money of **Rs. 1, 77,000/- (Rs. One Lakh Seventy Seven Thousand only)** shall be paid via online using NEFT/RTGS or payment gateway mode from the authorized account in the name of bidder only. The said amount of earnest money shall not carry any interest whatsoever. If bidder is claiming EMD Exemption then it is necessary he registered under single point registration of NSIC, Government of India, ministry of MSME, New Delhi by gazette notification Dt. 26/03/2012 along with the form of memorandum II.
- 2.2 Tender of those who do not deposit earnest money in one of the above acceptable forms shall be summarily rejected. Earnest money in any other form of cash or cheque will not be accepted.
- 2.3 The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or on expiry of the validity period whichever is earlier  
In case of the successful tenderer, it will be refunded on his paying the initial security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to the Government
- 2.4 Earnest money of the un-successful tenderer will be refunded on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period whichever is earlier.

### 3. TENDERING PROCEDURE

#### 3.1 Blank Tender Forms.

Tender Forms can be **downloaded** from the e-tendering Central Bank of India i.e., <https://centralbankofindia.co.in> after paying tender fees via online mode as per the Tender Schedule.

#### 3.2 Pre-Tender Conference

**3.2.1** Contractors may raise any queries, any points regarding the work online or in the office of the: Chief Manager, R.P.C. Regional Office, Central Bank of India, Akola as per tender schedule. Pre-tender conference is open to all prospective tenderer who have downloaded tender form before the date of Pre-tender Conference. Wherein prospective Tenderer will have an opportunity to obtain clarifications regarding the work and the Tender Conditions in Pre-Tender Conference.

**3.2.2** The prospective tenderer is free to ask for any additional information or clarification either in writing or orally concerning the work, and the reply to the same shall be uploaded on the portal <https://centralbankofindia.co.in> and this clarification referred to as Common Set of Conditions/Deviations (C.S.D.), shall form part of tender documents and which will also be common and applicable to all tenderer. The point/points if any raised in writing and/or verbally/ online by the contractor in pretender conference and not finding place in C.S.D. Issued after the pre- bid conference is/are deemed rejected. In such case the provision in NIT shall prevail. No individual correspondence will be made thereafter with the contractor in this regard

**3.2.3** The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders shall be summarily REJECTED.

**3.2.4** Tenderer should have valid Class-II/ III Digital Signature Certificate (DSC) obtained from any Certifying Authorities.

**3.2.5** For any assistance on the use of Electronic Tendering System, the Users may call the below numbers: **Contact Us**  
**Mobile Number- 7507771017**

**3.3** Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department is available at E-Tendering portal of IEM ( Central Bank of India) i.e., <https://centralbankofindia.co.in> The tenderer shall obtain clarification/help from assistance mentioned in para 3.2.5. No grievances /claims will be entertained on failure of submission of online bid.

**A. Pre-requisites to participate in the Tenders processed by Chief Manager, R.P.C. (Central Bank of India)**

## **1. Enrollment and Empanelment of Contractors on Electronic Tendering System:**

The Contractors interested in participating in the Tenders of Chief Manager, R.P.C. (Central Bank of India) Department processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID.

After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.

For participating in Limited and Restricted tenders the registered vendors have to apply for empanelment on the sub-portal of Chief Manager, R.P.C. (Central Bank of India) in an appropriate class of registration. The empanelment will have to be approved by the respective officer from the Chief Manager, R.P.C. (Central Bank of India). Only empaneled vendors will be allowed to participate in such tenders.

The Contractors may obtain the necessary information on the process of enrolment and empanelment either from Helpdesk Support Team or may visit the information published under the link Enroll under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

## **2. Obtaining a Digital Certificate:**

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class - II or Class - III). This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value during the Bid Preparation and Hash Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e., due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an

authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of India as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

For information on the process of application for obtaining Digital Certificate, the may visit the section Digital Certificate on the Home Page of the Electronic Tendering System.

**3. Recommended Hardware and Internet Connectivity:**

To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

**4. Set up of Computer System for executing the operations on the Electronic Tendering System:**

To operate on the Electronic Tendering System of Central Bank of India, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System.

The Utilities are available for download freely from the above-mentioned section. The Contractors are requested to refer to the E-Tendering Toolkit for Bidders available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

**5. Steps to be followed by Contractors to participate in the e-Tenders processed by Chief Manager, R.P.C. (Central Bank of India).**

- **Preparation of online Briefcase:**

All Contractors enrolled on the Electronic Tendering System of Central Bank of India are provided with dedicated briefcase facility to store documents / files in digital format. The

Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors are advised to either create a single pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note: Uploading of documents in the briefcase does not mean that the documents are available to Chief Manager, R.P.C. (Central Bank of India) at the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Re- encryption stage.

- **Online viewing of Detailed Notice Inviting Tenders:**

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Chief Manager, R.P.C. (Central Bank of India) on the home page of Chief Manager, R.P.C. (Central Bank of India) e-Tendering Portal on HYPERLINK <https://centralbankofindia.co.in> under the section Recent Online Tender.

- **Download of Tender Documents:**

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee.

**6. EMD /Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:**

Bid preparation will start with the stage of online details of EMD Payment which bidder has to fill online using any gateway on the e-tender system. For EMD payment, if bidder uses NEFT or RTGS then system will generate a challan (in two copies). With unique challans No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder's bank. Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realized with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid e-Tender.

**Note:** - \* Realization of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to

make sure that NEFT/RTGS payment activity should be completed well before time.

- \* NEFT/RTGS option will be depend on the amount of EMD.
- \* Help File regarding use of e-Payment Gateway can be downloaded from e- Tendering portal.

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of Chief Manager, R.P.C. (Central Bank of India). The templates may be form based, extensible tables and / or unloadable documents. In the form-based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

In the unloadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

**Notes: -**

- a. The Contractors upload a single document or a compressed file containing multiple documents against each unloadable option.
- b. The Hashes are the thumbprint of electronic data and are based on one - way algorithm. The Hashes establish the unique identity of Bid Data.
- c. The bid hash values are digitally signed using valid Class - II or Class - III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.
- d. After the hash value of bid data is generated, the Contractors cannot make any change / addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents
- e. This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes.

**7. Close for Bidding (Generation of Super Hash Values):**

After the expiry of the cut - off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority. The Tender Authority from Chief Manager, R.P.C. (Central Bank of India.) shall generate and digitally sign the Super Hash values (Seals).

**8. Decryption and Re-encryption of Bids (submitting the Bids online):**

After the time for generation of Super Hash values by the Tender Authority from Chief Manager, R.P.C. (Central Bank of India) has lapsed, the Contractors have to make the online payment of

**Rs. 1,064/-** towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for bidding stage.

**Note:** - The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage.

The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / encrypt the Bid data / submit documents during the stage of Decryption and Encryption of Bids (submitting the Bids online).

#### **9. Short listing of Contractors for Financial Bidding Process:**

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The shortlisted Contractors will be intimated by email.

#### **10. Opening of the Financial Bids:**

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the Chief Manager, R.P.C. (Central Bank of India) e-Tendering Portal immediately after the completion of opening process.

#### **11. Tender Schedule (Key Dates):**

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column "Contractor Stage" as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities are time tracked and the Electronic Tendering System in forces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule. At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended.

**1.3.7** The successful bidder will have to signed the hard copy of downloaded tender document and drawings at the time of agreement on each page by the contractor or his authorized signatory, power of attorney holder in case of Firm.

**1.3.8** The Terms and Conditions contained herein shall apply to any person ("User") using the services of Chief Manager, R.P.C. (Central Bank Of India) Maharashtra, hereinafter



referred to as “Merchant”, for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service (“Service”) offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through Chief Manager, R.P.C. (Central Bank Of India) Maharashtra website i.e., <https://centralbankofindia.co.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

### **Privacy Policy**

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from the User. Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- To investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.
- **General Terms and Conditions for E-Payment**
- Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's web site and avail the Services. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the

Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

- These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- (iii) The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
- Refund For Charge Back Transaction: In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be affected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate.  
No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
- In these Terms and Conditions, the term “Charge Back” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
- Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

- **Server Slow Down/Session Timeout:** In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
- In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
- In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

- **Limitation of Liability**
- Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
- Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
- The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
- The delay, failure, interruption, or corruption of any data or other information transmitted in

connection with use of the Payment Gateway or Services in connection thereto; and/ or

- Any interruption or errors in the operation of the Payment Gateway.
- The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services. The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.
- Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
- In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
- ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

- **Miscellaneous Conditions: -**  
Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.
- The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
- Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.

3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to:
  - a) Choose a new password, whenever required for security reasons.
  - b) Keep his/ her User ID & Password strictly confidential.
  - c) Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

#### **5. Debit Card / Credit Card OR Bank Account Details**

- The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service (s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
- The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details.
- The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;

The User is authorizing debit of the nominated card/ bank account for the payment of Tender

#### **• Fee and Earnest Money Deposit**

- The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the

bill(s) selected by the User inclusive of the applicable Fee.

### **Personal Information**

- The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
- The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
- In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website, the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
- The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

### **Payment Gateway Disclaimer**

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

### **3.4. ONLINE ENVELOPE NO. 1: (DOCUMENTS)**

#### **The bidder must purchase the bidding documents via online mode by filling the cost of Tender.**

The first envelope clearly marked as "Envelope No.1" shall contain the following documents:

- 3.4.1.** Scanned copy of forwarding letter
- 3.4.2.** Scanned copy of Valid Contractor Registration to **any Govt/Semi govt Institution.**
- 3.4.3.** Earnest money of the value of **Rs. 1, 77,000/- (Rs. One Lakh Seventy Seven Thousand only)** shall be paid via online using NEFT/RTGS or payment gateway mode only.
- 3.4.4.** Details of Income Tax Circle or ward of the district in which the tenderer is assessed to Income Tax, Tenderer PAN No. and complete postal address with Pin Code and telephone Numbers. Scanned copy of original Income Tax Return for the immediate previous Seven financial years.
- 3.4.5.** Scanned Copy of Valid Professional Tax Registration Certificate in the form of PTR and PTE

Under Section (1) Section (5) of Maharashtra State Tax of Profession, Trade, Callings, Employment Act.1975 Rule 3(2) with Lates Clearance Certificate To for employees including Technical personal from the Professional Tax office of the Concerned District of Maharashtra

**3.4.6.** At least 50% of Amount of Tender work was mandatory to be done by the contractor during last 7 (Seven) Years

**3.4.7.** Details of work of similar type carried out by the contractor. **During Last Seven Years (In Form No. IV)** Work should be executed in any one year during last Seven years.

**3.4.8.** Scanned from original copy of valid **GST registration certificate** from Goods and Service Tax Act.

**3.4.9. Key Personnel** - It is expected to deploy following Key Personnel on the contract work when the work is in progress. The frequency of attendance shall be as below (In Proforma IV) Suggested list is given in Annexure I of Section I

The contractor shall submit the list of key personnel with their name and qualifications/ experience after work order is issued and before the starting of work. Once the list if approved by Engineer in charge it should not be changed without his prior approval

Sr. No	Technical Personnel	Qualification/ Experience	No. of technical Staff/persons
1	Project Manager	B. E. civil; M 05 years OR D.C.E Civil 10 Years	1
2	Site Manager	B. E. civil; M 05 years OR D.C.E Civil 05 Years	1
3	Quantity Surveyor	B. E. civil; M 03 years OR D.C.E Civil 05 Years	1
4	Site Supervisor	B. E. civil; M 03 years OR D.C.E Civil 05 Years	1

**3.4.10.** Scanned copy of original Registered Partnership Deed, Memorandum of Articles of Association, if the tenderer is a Partnership Firm/Joint Venture and Power of Attorney and Firm Registration Certificate if any.

**3.4.11.** Scanned copy of Affidavit in respect of genuineness of document contained in the envelop No.1 in the prescribed proforma provided with tender set on Rs. 500/- Stamp paper for work.

**3.4.12.** Audit Balance sheet of last Seven Years Certified by Chartered Accountant.

**3.4.13.** Declaration of the Contractor (Should be submitted on Rs. 500/- Stamp Paper)

**3.4.14.** It is Mandatory for Bidders to obtain site visit report from Concern **Project Architect, Ar Rajendra Gattani & Associates, Janardhan Peth Amravati-444601** Office before submission of Bid.

### **3.5. QUALIFICATION CRITERIA**

**3.5.1.** Qualification will be based on Bidder's meeting all the following minimum pass/fall criteria regarding the Bidder's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Bidder's responses in the forms attached to the Bid. Subcontractor's experience and resources shall not be taken into account in determining the applicant's compliance with the qualifying criteria.

To qualify for more than one contract, the applicant must demonstrate having

experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in paragraphs 4.5.3, 4.5.4, 4.5.5, 4.5.6 to 4.5.9 below.

### 3.5.2. Base Year and Escalation

Following enhancement factors will be used for the costs of works executed and the financial figures to a common base value for works completed in India.

<b>FY</b>	<b>Multiplying factor</b>
2021-22	1.10
2020-21	1.21
2019-20	1.33
2018-19	1.46
2017-18	1.61
2016-17	1.77
2015-16	1.95

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above-mentioned factors.

### 3.5.3. GENERAL EXPERIENCE

#### A. The Applicant shall meet the following minimum qualifying criteria:

- Maximum of the annual financial turnover in, last 7 (Seven) years (in all Classes of civil engineering construction work only) worked out for base year **2022-23** shall not be less than **Rs. \*161.36 lakhs.**, In support of this, scanned copy certificate by the Chartered Accountant showing sources of receipt should be produced.
- Minimum Cost of Similar types of works completed during last Seven Years should be**
  - Similar Type of 3 Contracts Costing at Least **Rs. 70.73 Lakhs** each  
**OR**
  - Similar Type of 2 Contract costing at Least **Rs. 88.41 Lakhs** each  
**OR**
  - Similar Type of 1 Contract costing at Least **Rs. 141.46 Lakh**

**B.** The works may have been executed by the Applicant as prime contractor or as a member of joint venture or sub-contractor. As per G.R. Chief Manager, R.P.C. (Central Bank of India) No. CAT/2017 / Pra.Kr. 08 / Mantralaya, Mumbai Dt. 27.09.2018 Para No. 2:9: EAs sub-contractor, he should have acquired the experience of execution of all major items of works under the proposed contract.

\*The amount shall be **75 %** of the value of work per year = 
$$\frac{\text{Total value of work} \times 75\%}{\text{Period of completion in year}}$$



**3. Minimum Quantity of items executed in any one year during last seven years.**

No.	Item of Work	Minimum Quantity Required	Unit
1	Reinforced Cement Concrete M-20 & above	96	Cubic Meter
2	HYSD/TMT Steel	8	Metric Tonne
3	Flooring (Kota/ Ceramic/ Granite/ Marble/Anti-Skid Ceramic etc.)	406	Square Meter
4	Plastering	1140	Square meter
5	Autoclaved Aerated Concrete Block / Brick work	273	Cubic Meter

**3.5.4. Personnel Capabilities**

The Applicant must have suitably qualified personnel to fill the following positions. The applicant will supply information on a prime candidate and an alternate for each position, both of whom should meet the experience requirements specified below:

**Minimum key personnel for the project** (Information to be given in statement 1.6)

**3.5.5. Equipment Capabilities**

The Applicant should own or should have assured ownership of the following key items of equipment, in full working order, and must demonstrate that, based on known commitments; they will be available for use in the proposed contract.

**List of Plant & Equipment's to be deployed on Contract Work**  
(Information to be given in statement 1.5)

Sr. No	Equipment type and characteristics	Minimum Number required.	Capacity	Owned/ Hired
1	Fully automatic microprocessor based programmable logical control (PLC) reversible drum concrete mixer.	1 No.	-	Owned
2	Sand Screening cum Washing unit electronic or diesel operated	1 No.	4/6 Cum/hr.	Owned/ Hired
3	Truck/ Tipper/ Tractor	1 No.	-	Owned
4	Water Tanker	1 No.		Owned/ Hired
5	100 KVA Generator Set	1 No.	-	Owned
6	Hydraulic Excavator	1 No.	-	Owned
7	Concrete Needle Vibrator	1 No.	-	Owned
8	Steel Centering Plates	500nos /300Sqm	-	Owned
9	Mechanical Hoist	1 No.	-	Owned

### 3.5.6. Bid Capacity

Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity =  $(A * N^2 - B)$ , where

- A = Maximum value of works executed in any one year during the last Seven Years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22) (updated to the current price level) rate of inflation may be taken as 10 per cent per year which will take into account the completed as well as works in progress;
- B = Value at current price level of the existing commitments and ongoing works to be Completed.
- N = Number of years prescribed for completion of the works for which the bids are Invited,

### 3.5.7. Disqualification

Even though the Applicants meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the forms, statements submitted; and/or attachments submitted in proof of the qualification requirements; and / or
- Records of poor performance such as abandoning the work, not properly record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

### 3.5. ONLINE ENVELOPE NO. 2: Financial Bid:

1. The second online envelope "Envelope No.2" shall contain only the main tender including the Common Set of Conditions / Deviation issued by the Department after the pre-tender Conference. A tender submitted without this would be considered as invalid.
2. The Tenderer should quote his offer duly signed in terms of percentage of estimated rates at the appropriate place of tender documents to be submitted only in Envelope No.2 He should not quote his offer anywhere directly or indirectly in Envelope No. 1. The contractor shall quote for the work as per details given in the main tender and also based on the detailed set of conditions issued / Additional stipulations made by the Department as informed to him by a letter from Chief Manager / Project Architect after Pre- Tender Conference. His tender shall be unconditional.

### 3.6. SUBMISSION OF TENDER:

Refer to Section 'Guidelines to Bidders on the operations of Electronic Tendering System of National Informatics Centre Services Inc. for details.

### 3.7. **OPENING OF TENDER:**

On the date specified in the tender schedule, following procedure will be adopted for opening of the tender:

#### A. **ENVELOPE NO.1: Documents**

First of all **Envelope No. 1** of the tender will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer **Envelope No.2** (Financial Bid) will not be considered for further action, but the same will be recorded.

The Decision of the tender Opening Authority in this regard will be final and binding on the contractor.

#### B. **ENVELOPE NO.2: Financial Bid**

This envelope shall be opened online immediately after opening of Envelope No.1 only if contents of Envelope No.1 are found to be acceptable to the Department and/or fulfill the Qualifying Criteria. The tendered rates percentage above or below the estimated rates quoted shall be sealed and intimated to contractor through e-mail.

### 4. **EARNEST MONEY**

- i) Earnest money shall be paid via online using NEFT/RTGS or payment gateway mode. After Tender opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in Challans under Beneficiary Account Number.
- ii) The amount will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on his paying initial Security Deposit and completing the tender documents in form B-1.

### 5. **SECURITY DEPOSIT.**

The successful tenderer shall have to pay 50% initial security deposit in term of D.D. Or Fixed Deposit Receipt or Bank Guarantee payable at Akola pledged in favor of Chief Manager, R.P.C. Regional office (Central Bank of India.), Akola or Bank Guarantees from a Nationalized /Scheduled Banks payable at AKOLA in the enclosed form and complete the contract documents failing which his earnest money will be forfeited to Government. The balance 50% security deposit will be recovered from the R.A. bill at **2%** of the bill amount. **Amount of total Security Deposit to be paid shall be 1%** of the cost of accepted tender or estimated cost put to tender whichever is higher.

Initial Security Deposit may be in Bank Guarantee Form in format of tender document for full period of completion of work and it should be extendable up to expiry of valid extension if any as directed by Engineer-in charge.

All compensation or other sums payable by the Contractor under the terms of this contract or any other contract or on any account may be deducted from his Security Deposit or from

any sums which may be due to him or may become due to him by Government on any account and in the event of the security being reduced by reason of any such above noted deductions, the Contractor shall within 10 days of receipt of notice of demand from the Project Architect make good the deficit.

There shall be no liability on the Department to pay any interest on the Security Deposited by or recovered from the Contractor.

The Security Deposit shall be refunded after completion of defect liability period prescribed for this contract in accordance with the provisions in Clause 1 and 20 of the contracts.

#### 6. Additional Performance Security for below offers - (As Per GR. Dated 27.09.2018 and 26.11.2018).

In case lowest successful bidder's offer found more than 10.00 % below the estimated cost put to tender, in that case, the tenderer shall have to pay Additional Performance Security deposit drawn in favor of the Chief Manager, R.P.C. Regional office (Central Bank of India.), Akola (*in form of DD/FDR/B.G.*) within 8 (eight) days only [*no time limit of 8 days will be relaxed*] from the date of opening of Financial bid i.e 2<sup>nd</sup> envelope as specified below;

- i) If Tenderer's offer is up to 10% below the estimated cost put to tender, then the Additional Performance Security deposit shall be 1% of the estimated cost put to tender.
- ii) If Tenderer's offer is up to 15 percent below the estimated cost put to tender, Tenderer shall submit 1% plus the percentage by which tender offer is more than 10% below of amount put to tender. (e.g., if tenderer offered 14% below, he has to submit  $(14\% - 10\%) + 1\%$  i.e., total 5% of estimated cost put to tender) or minimum Rs. 1000/- whichever is higher.
- iii) If Tenderer's offer is more than 15 percent below the estimated cost put to tender, Tenderer shall have to submit Additional Performance Security Deposit as specified below

A.	For offer Upto 10% below the estimated cost put to tender	<b>1 %</b>
B.	For offer Upto 15% below the estimated cost put to tender ( $15\% - 10\% = 5\%$ )	<b>5 %</b>
C.	More than 15% below tenderer have to submit (e.g. if tenderer offered 19% below tenderer have to submit $(19 - 15\% = 4\% \times 2 = 8\%)$ )	<b>8 %</b>
<b>Total ( A + B + C)</b>		<b>14%</b>

- iv) If the amount of Performance Security Deposit as required above (under A + B + C) is not submitted by the bidder then his offer will be treated as "Non Responsive" and will not be considered.
- v) The **D.D./F.D.R/B.G.** should bear the MICR and IFSC Code Number of the issuing bank.
- vi) The **Hard Copy** of **D.D./F.D.R/B.G.** Shall be submitted in the office of the Chief Manager, R.P.C. Regional office (Central Bank of India.), Akola within **8 (Eight) Days** from the date of opening of Envelope No. 1 and 2.
- vii) If it is found that the **D.D./F.D.R./B.G.** as above submitted by the bidder is False / Forged then the Earnest Money submitted by such bidder shall be Forfeited and his registration as a contractor

**of Central Bank of India will be suspended & he will be entered in the Black List.**

- viii) The Additional Performance Security shall be returned immediately upon satisfactory completion of work, the certificate of which shall be issued by the Chief Manager, R.P.C. Regional office (Central Bank of India.), Akola before releasing the additional security.
- ix) The above referred Government Resolution is the part of this tender.

## **7. DOWLOADING OF TENDER DOCUMENT**

Information regarding contract as well as blank tender forms can be downloaded from the e-tendering website upon providing the details of the payment of cost as detailed in the N.I.T.

- 8. The tenders who do not fulfill the condition of the notification and the general rules and directions for the guidance of contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefore.
- 9. a) The Tenderer's shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, the conditions of rock and its joints, pattern, river, weather characteristics, labor conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.  
b) The data whatsoever supplied by the Department along with the tender documents are meant to serve only as guide for the tenderer's while tendering and the Department accepts no responsibility whatsoever either for the accuracy of data or for their comprehensiveness.
- 10. The quarries for extraction of metal, murum etc. provided in the sanctioned estimate are as per survey conducted by the Department. The Contractor should however examine these quarries and see whether full quantity of materials required for execution of the work strictly as per specification are available in these sources before quoting the rates. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from any other source with no extra cost to Government. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the Revenue.

## **11. POWER OF ATTORNEY:**

If the tenderers are a firm or company, they should in their forwarding letter mentioning the name of all the partners together with name of person who holds the power of attorney authorizing him to conduct all transactions on behalf of the body, along with the tender.

- 12. The contractor or the firms tendering for the work shall inform the Department if they appoint their authorized agent on the work.
- 13. No foreign exchange will be released by the Department for the purchase of plants and machinery for the work by the Contractor.
- 14. Any dues arising out of contract will be recovered from the contractor as arrears of land revenue

if not paid amicable; moreover, recovery of Government dues from the contractors will be affected from the payment due to the contractor from any other Government works under execution with them.

15. All pages of tender documents, specifications corrections slip etc. Shall be initialed by the tenderers. The tenderers should bear full signature of the tenderers or his authorized power of attorney holder in the case of firm.
16. The Income Tax at 2.00 % including surcharge or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.
17. The successful tenderers will be required to produce, to the satisfaction of the specified concerned authority a valid concurrent license issued in his favor under the provisions of the Contract Labor (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.
18. The tenderers shall submit the list of apprentices engaged by the Contractor under Apprentice Act.

#### 19. VALIDITY PERIOD

The offer shall remain open for acceptance for minimum period of 90 days from the Date of opening of Envelope No.2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.

20. After completion of the e-tendering process, the successful bidder will have to submit the hard copy of downloaded tender document and drawings duly signed on each page by the contractor or his authorized signatory. The tender should bear full signature of the tenderers, or his authorized power of attorney holder in case of Firm.

#### 21. ROYALTY CHARGES

As per instructions issued vide **Revenue and Forest Department No. Gaukhani-10/0220/C.R.39/kh. -2 dated. 04/06/2021** while framing the estimates, royalty charges will be recover @ **237.37 per Cubic Meter (Rs. 671.71 Per brass)** or actual and shall be recovered. The contractor has to pay these charges directly to Revenue Department and original Challans, permission documents shall be produced to concerned Chief manager/Project Architect, If contractor fails to produce these original documents the royalty charges shall be recovered from contractor's bill.

#### 22. Joint Venture is not allowed.

- 22.1 **Contractor is liable and fully responsible for action under Indian Penal Code for submission of any false/ fraudulent paper / information submitted in Envelope No. 1.**

- 22.2 Contractor is liable and fully responsible for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by his staff, subletting company. Contractor is liable for action under Indian Penal Code.
- 22.3 Contractor is liable and fully responsible for action under Indian Penal Code if any paper found false/ fraudulent during contract period and even after the completion of contract (finalization of Final bill)
23. महाराष्ट्र शासन महसुल व वनविभाग शासन परिपत्रक दि.18.03.2021 अन्वये प्राप्त झालेल्या आदेशान्वये मुद्रांक अधिनियमच्या प्रचलित तरतुदीनुसार या कार्यकंत्राटाबाबत मुद्रांक शुल्क आकारणी करावयाची असल्याने आपण या कार्यवाहीसंबंधीत आवश्यक असलेले मुद्रांक शुल्क सह. जिल्हा निबंधक (वर्ग-1) तथा/ किंवा मुद्रांक जिल्हाधिकारी यांचेकडे परस्पर भरून त्याप्रित्यर्थ प्राप्त होणारी मुद्रांक शुल्क भरणा पावती / पोहोच काम सुरु करण्यापुर्वी या कार्यालयाकडे तात्काळ जमा करावी.

**FORM- I**

**STATEMENT OF LIST OF WORKS IN HAND AND WORKS TENDERED FOR AS ON  
LAST DATE OF SUBMISSION OF THIS TENDER**

**NAME OF CONTRACTOR:-(I)WORKS IN HAND**

Sr. No	Name of work	Agreement No.	Tendered Amount	Date of Commencement	Stipulated date of Completion	Value of work already done	Value of Balance work to be executed during next ..... months	Probable date of completion	Remarks
1	2	3	4	5	6	7	8	9	10
		SAMPLE FORM							

**(II) WORKS TENDERED FOR**

Sr. No	Name of work	Name & Address of Client	Tendered Amount	Time limit	Probable date when decision is expected	Other relevant details, if any,
1	2	3	4	5	6	7
			SAMPLE FORM			

**Note :-**This is only a standard form. Details are to be furnished in this format in the form of type written statements which shall be **Scanned** and enclosed in Envelope No.1 duly signed. The documentary proof of work in handed shall also be **Scanned** and submitted with this statement duly attested by Gazette officer. Work done certificate shall be signed by the Authority not below the rank of Executive Engineer.

**Signature of Contractor**

**FORM-II**

**LISTS OF WORKS CARRIED OUT IN INTERIOR BACKWARD AREAS DURING THE**

CONTRACTOR

PROJECT ARCHITECT/IEM (Central Bank of India)



**PRESIDING 7 YEARS**

<b>SR NO.</b>	<b>NAME OF WORK</b>	<b>COST OF WORK</b>	<b>DATE OF STARTING</b>	<b>DATE OF COMPLETION</b>	<b>REMARKS</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
SAMPLE FORM					

**Note :-** Atleast 50% of Amount of Tender work was mandatory to be done during last 7 (Seven) Years..

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**Signature of Contractor**

**FORM-III**

**STATEMENT SHOWING THE DETAILS OF OWNED PLANTS AND MACHINERY  
IMMEDIATELY AVAILABLE WITH TENDERER FOR THIS WORK.**

CONTRACTOR

PROJECT ARCHITECT/IEM (Central Bank of India)

**NAME OF CONTRACTOR:-**

Sr. No	Name of Equipment	No of unit	Kind of Make	Capacity	Age and condition	Present Location	Remark
			Sample form				

**Note :-**

- 1) This is only a standard form. Details are to be furnished in this format in the form of type written statements which shall be **Scanned** and enclosed in Envelope No.1 duly signed.
- 2) The documentary proof of **Own** machinery shall be **Scanned** and submitted with this statement duly attested by Gazetted officer

**FORM NO. III (A)**

**Statement showing the details of Hired machineries to be used for this work.**

**Name of Contractor:-**

Sr. No	Name of Equipment	No of unit	Kind & Make	Capacity	Age and condition	Present Location	Remark
			Sample form				

**Note :-**

1. The Documentary proof i.e. Agreement of Hire on original stamp paper of Rs.100/-. Between Contractor & Owner of Machinery is Compulsory and shall be scanned and submitted with this statement in the standard form. i.e. **Form-**
2. Documentary proof of owner of machinery is compulsory and shall be scanned & Submitted with this statement.

**Signature of Contractor**

**FORM-IV**

**STATEMENT OF SHOWING THE DETAILS OF WORKS OF SIMILAR TYPE & MAGNITUDE CARRIED OUT BY THE CONTRACTOR DURING LAST SEVEN YEARS (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22).**

**NAME OF CONTRACTOR:-**

Sr. No	Name of work	Name & address of the organization for whom the work was done.	Place & Country	Agreement No. and Date	Date of commencement	Tendered Cont.	Total Cost. Of Work Done	Actual date of completion	Remarks (Principal features in brief)
1	2	3	4	5	6	7	8	9	10
				SAMPLE FORM					

Note :-

This is only a standard form. Details are to be furnished in this format in the form of type written statements which shall be Scanned and enclosed in Envelope No.1 duly signed. The Documentary proof of Similar type and magnitude attested by Gazetted Officer shall be Scanned and submitted with this statement. Work Done Certificate shall be signed by the Authority not below the rank of Executive Engineer.

**Signature of Contractor**

CONTRACTOR

PROJECT ARCHITECT/IEM (Central Bank of India)

**FORM-V**

**STATEMENT SHOWING DETAILS OF TECHNICAL PERSONNEL AVAILABLE WITH  
CONTRACTOR WHICH CAN BE SPARED EXCLUSIVELY FOR THIS WORK**

**NAME OF CONTRACTOR:-**

<b>Sr. No</b>	<b>Name of Person</b>	<b>Designation</b>	<b>Qualification</b>	<b>Whether working in field or in office</b>	<b>Professional Experience</b>	<b>Remark</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>SAMPLE FORM</b>						

**Note :-** This is only a standard form. Details are to be furnished in this format in the form of type written statements which shall be Scanned and enclosed in Envelope No.1 duly signed. The Documentary proof of **Qualification of technical** person shall be Scanned and attached with this statement. Similarly **consent letters of technical personal** shall be scanned and attached with this statement.

**Signature of Contractor**

CONTRACTOR

PROJECT ARCHITECT/IEM (Central Bank of India)

**FORM-VI**

**STATEMENT OF SHOWING THE WORK DONE IN ALL CLASSES OF CIVIL  
ENGINEERING CONSTRUCTION WORKS DURING LAST SEVEN YEARS**

**NAME OF CONTRACTOR: -**

Sr. No	Name of work	Amount put to tender/ tendered cost.	Agreement No	Date of Commencement of work	Amount of work done during each of last Seven years.							Total amount of work still remaining to be executed in next 300 (Three Hundred) Days	Remarks
					2015- 16	2016- 17	2017- 18	2018- 19	2019 -20	2020- 21	2021- 22		
1	2	3	4	5	6	7	8	9	10	11	12	13	14
SAMPLE FORM													

Certificate issuing authority Outward No. and date of

**Note : -** This is only a standard form. Details are to be furnished in this format in the form of type written statements which shall be Scanned and Enclosed in Envelope No.1 duly signed. The Documentary proof of work done certificate attested by Gazetted Officer shall be Scanned and attached with this statement. Work done certificate shall be signed by the Authority not below the rank of Executive Engineer.

**Signature of Contractor**

CONTRACTOR

PROJECT ARCHITECT/IEM (Central Bank of India)

**Proforma (VII)****DECLARATION OF THE CONTRACTOR**

*(On Rs.500/-Stamp Paper)*

**Name of work: - PROPOSED CONSTRUCTION OF R.S.E.T.I. BUILDING (CENTRAL BANK OF INDIA) AKOLA ON PLOT NO. 05 SHEETS NO. 66, NEAR CIVIL CHOWK, BEHIND B.S.N.L. OFFICE, MOUNJE- AKOLA, TQ. AND DIST. AKOLA**

I/We hereby declare that I/We have made myself/ourselves thoroughly conversant **with the sub-soil conditions, the local conditions regarding all materials (such as stone, murum, sand, aggregates etc.) and labour on which I/We have based my/our rates for this work.**

The specifications, conditions, bore results and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender.

I/We undertake to use only the best materials approved by the Project Architect, Amravati or his duly authorized assistant, before starting the work and to abide by his decision.

I/We hereby further declare that my/our tender is unconditional in every manner of whatsoever in nature.

I/We hereby undertake to pay the labourers engaged on the work as per minimum wages Act, 1948 applicable to the zone concerned.

**TO BE FILLED BY THE CONTRACTOR**

I/We have quoted my/our offer in percentages rate in words as well as in figures. I/We further undertake to enter in to contract in regular “B-1” form in public works department.

Name and signature of contractor(s) power  
of attorney holder with complete address.

**Proforma (VIII)****(Site visit Report)****AUTHORITY LETTER**

This is to certify that Shri. \_\_\_\_\_

Is authorized representative of M/S \_\_\_\_\_

He has been authorized to visit the site, important location of Projects and ascertain the availability and sufficiency of material .He is also authorized to complete the site visit for quotation of the tender

His photo identity is enclosed with this letter.

Signature of Shri. \_\_\_\_\_ is certified as below:

Name and Signature

Bidder

(Authorized Representative of bidder)

Date: \_\_/\_\_/2022

Time:

Name and Signature of

with Seal

**Site Visit done on Dt. ....**

**In the presence of Mr./ Smt.....,**

**(Project Architect Representative)**

**(Name and Signature)**

**(Project Architect Representative)**

**AFFIDAVIT**  
**(On Rs. 500/- Stamp Paper)**

**NAME OF WORK: PROPOSED CONSTRUCTION OF R.S.E.T.I. BUILDING (CENTRAL BANK OF INDIA) AKOLA ON PLOT NO. 05 SHEETS NO. 66, NEAR CIVIL CHOWK, BEHIND B.S.N.L. OFFICE, MOUNJE- AKOLA, TQ. AND DIST. AKOLA**

I..... age ..... Address .....  
 ..... (Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm.....  
 ..... / Authorized signatory and I am submitting the documents in envelope No.1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below:

1. That I have submitted on line Tender for the work (Name of Work) on portal <https://centralbankofindia.co.in>
2. That I have carefully gone through, read, thoroughly studied and understood all terms and conditions, specification included in the tender document (Tender Form, Detail Tender Notice, Conditions and Specifications common set of Deviations drawings etc.) I hereby accept all these conditions. I agree to abide by the terms and condition in the tender document and agree to execute the work as per terms and conditions, specifications laid down in the tender document.
3. That I have furnished EMD (Earnest Money Deposit) from the Bank Account in the name of my firm only.
4. I do hereby state on oath that the documents uploaded by in Envelope No. 1 of this tender are true, correct and Bonafede. There are no errors and omissions in the uploaded documents.
5. I do hereby the state on oath that the value of work in hand (Value of B) is accurate on the date of submission of this tender. If in the future it is found wrong or misleading. I am liable for action under Indian Penal Code, if any papers are found false/ fraudulent during contract period and even after the completion of contract.
6. I am liable for action under Indian Penal Code for submission of any false/ fraudulent paper / information submitted in Envelope No. 1.
7. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
8. The undersigned understand and agrees that further qualifying information may be

CONTRACTOR

PROJECT ARCHITECT/IEM (Central Bank of India)



requested and agrees to furnish any such information at the request of the Department Project implementing agency.

9. I am neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specification and other documents for the project or being proposed as Project Manager for the Contract.
10. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitting by my staff, subletting company or by myself. I will be liable for action under Indian Penal Code.
11. I am liable for action under Indian Penal Code if any paper are found false/ fraudulent during contract period and even after the completion of contract (Finalization of Final Bill)
12. I / We ..... hereby solemnly agree that, I/ We have willingly entered into the contractor with Public Works Department, Government of India for the work of ..... (Name of Work) for the said work, I/ We am / are buying the required quantity of Cement/Steel having stipulated specifications from the approved manufacture of IOC / HP / BP. I / We am / are also aware of the fact that after receiving the said quantity of Cement/Steel from the approved manufacture. it is mandatory upon me to deposit the original copy / copies of challans of Cement/Steel in the office of Chief manager/Project Architect in charge of the work or his authorized officer. I / we also agree that if I fail to produce sufficient documentary evidence i.e. original copy / copies of challans for the purchase of Cement/Steel. I will be totally held responsible for this non compliance and in such a case I will be responsible for any actions which the department may deem fit to impose on me / us or legal proceedings as per prevailing law. Hence this Affidavit.

**Place :**

**Date :**

Signature of Contractor

(Signed by an Authorized Officer of the Firm)

**[The Bond of the above Affidavit should be submitted on a Rs. 500/- Non Judicial Stamp Paper and it shall be notarized along with the Tender fees' D.D. / Pay Order & EMD.)**

## INTIGRITI PACT

Between

**Central Bank of India** hereinafter referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Bidder/ Contractor**” **Preamble**

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

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

### **Section 1 – Commitments of the Principal**

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

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

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

### **Section 2 – Commitments of the Bidder(s)/ contractor(s)**

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person

any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page nos. 6-7)
  - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed at (page nos. 8-17).

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to

demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

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

#### **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

#### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

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

#### **Section 8 – Independent External Monitor / Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word „**Monitor**“ would include both singular and plural.

## Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor  
12 months after the last payment under the contract, and for all other Bidders  
6months after the contract has been awarded.

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

## Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be

made in writing. Side agreements have not been made.

- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of  
Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place .....

Date .....

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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

## **GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form

Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

## **DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.**

Tenderers of Foreign nationality shall furnish the following details in their offer:

The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.

The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

Tenderers of Indian Nationality shall furnish the following details in their offers:

The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

Failure to furnish correct and detailed information as called for in paragraph- 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum

## **Guidelines on Banning of Business Dealing**

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## 1. Introduction

Central Bank of India, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

## 2. Scope

The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.

The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

The banning shall be with prospective effect, i.e., future business dealings.

## 3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) '*Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer*' shall mean

and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. *'Party / Contractor / Supplier / Purchaser / Customer/*

*Bidder / Tenderer'* in the context of these guidelines is indicated as *'Agency'*.

- ii) *'Inter-connected Agency'* shall mean two or more companies having any of the following features:
  - a) If one is a subsidiary of the other.
  - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - c) If management is common;
  - d) If one owns or controls the other in any manner;
- iii) *'Competent Authority'* and *'Appellate Authority'* shall mean the following:
  - a) For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the „Competent Authority“ for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the „Appellate Authority“ in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.
  - b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors“ Committee (EDC) shall be the „Competent Authority“. The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.
  - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.
  - d) For Zonal Offices only  
Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the *'Competent Authority'* for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the *'Appellate Authority'* in all such cases.
  - e) For Corporate Office only  
For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the *'Competent Authority'* and concerned Executive Director (GAD) shall be the *'Appellate Authority'*.
  - f) Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) *'Investigating Department'* shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

- v) List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved /registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

#### **4. Initiation of Banning / Suspension**

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

#### **5. Suspension of Business Dealings**

If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure :-

- i) Suspension of the foreign suppliers shall apply throughout the Bank including

Subsidiaries.

- ii) Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee(EDC) with ED (GAD) as Convenor of the Committee.  
The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.
- iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.

If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

## **6. Ground on which Banning of Business Dealings can be initiated**

If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;

If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract;

If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;

Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;

Established litigant nature of the Agency to derive undue benefit;

Continued poor performance of the Agency in several contracts;

If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7 Banning of Business Dealings**

A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level.

If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall

issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors' Committee (EDC) with ED (GAD) as Convenor of the Committee.
- The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.
- If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.
- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (GAD).

## **8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.**

If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

## **9 Show-cause Notice**

In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be

provided.

The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers /Contractors, etc.
- c) For banning the business dealing with the Agency.

If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

## **10 Appeal against the Decision of the Competent Authority**

The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

## **11 Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

## **12 Circulation of the names of Agencies with whom Business Dealings have been banned**

Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents



**GUARANTEE BOND FOR SECURITY DEPOSIT (REVISED)****(On Stamp Paper Worth Rupees 100/-)**

In consideration of the Governor of Maharashtra (here in after referred as "the Government") having agreed to exempt \_\_\_\_\_ (herein after referred to as "The Contractor") from depositing with the Government in cash the Sum of \_\_\_\_\_ rupees \_\_\_\_\_ payable by the contractor to the Government under the terms and conditions of the "Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ and made between the Government of the one part and the contractor of the other part (hereinafter referred to as "the said Agreement") for \_\_\_\_\_ as security for the observance and performance by the contractor of the terms and conditions of the said Agreement, on the Contractor furnishing to the Government a Guarantee in the prescribed form of a Scheduled Bank in India being in fact these presents in the like Sum of (Rupees \_\_\_\_\_ Only) We \_\_\_\_\_ BANK/LIMITED registered in India under Act \_\_\_\_\_ and having one of our Local Head Office at \_\_\_\_\_ do hereby.

**1. GUARANTEE TO THE GOVERNMENT:-**

- a) Due performance and observance by the contractor of the terms covenants' and conditions on the part of the contractor contained in the said Agreement, and
- b) due and punctual payment by the Contractor to the Government of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Government by the contractor under or in respect of the said agreement

2. Undertake to pay to the Government on demand and without demur Undertake to pay to the Government on demand and without demur and not with standing any dispute raised by the Contractor(s) in any suit or proceeding filed in any Court or Tribunal relating thereto the said Sum of \_\_\_\_\_ (Rupees.....Only) or such less sum as may be demanded by the Government from us our liability herein under being absolute and unequivocal and agree that

- a. The guarantee herein contained shall remain in full force and effect during the subsistence of the said agreement and that the same will continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the Government certifies that the terms and conditions of the said Agreement have been fully properly carried out by the contractor.
- b. We shall not be discharge or released from the liability under this Guarantee by reasons of
  - i. any change in the constitution of the Bank or the Contractor or
  - ii. any agreement entered into between the Government and the contractor with or without our consent :

- iii. any forbearance or indulgence shown to the contractor.
- iv. any variation in the terms covenants or conditions contained in the said Agreement
- v. Any time given to the contractor or
- vi. any other conditions or circumstances under which in law, a surety would be discharged :
- vii. Our liability here under shall be joint and several with that of the contractor as if we were the Principal debtors in respect of the said Sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) And
- viii. We shall not revoke this guarantee during its currency except with the previous consent in writing of Government. This Guarantee shall be upto \_\_\_\_\_.

In Witness Whereof the common seal of \_\_\_\_\_ day of \_\_\_\_\_ Was present to the resolution of the Board of Directors of the company dated the \_\_\_\_\_ day of \_\_\_\_\_ herein after affixed in the presence of who in token thereof, have here to set their respective hand in the presence of

1). \_

2). \_

**GUARANTY BOND FOR WATERPROOFING WORK****(On Stamp Paper Worthy Rs-500/-)****NAME OF WORK: PROPOSED CONSTRUCTION OF R.S.E.T.I. BUILDING (CENTRAL BANK OF INDIA) AKOLA ON PLOT NO. 05 SHEETS NO. 66, NEAR CIVIL CHOWK, BEHIND B.S.N.L. OFFICE, MOUNJE- AKOLA, TQ. AND DIST. AKOLA**

Name of Agency :-

Agreement No. :-

The contractor hereby declares that the water proofing work carried out under contract shall be of the best quality and workman particulars contained / mentioned in the clause hereof and the contractor hereby guarantee that the said work would continue to confirm to the description and quality aforesaid for a period of **Ten Years** from the date of handing over the said work to the department and notwithstanding the fact that the Department may have inspected and or approved the said work be discovered not to confirm to the description and quality aforesaid or have deteriorated (and the decision of the Project Architect in that behalf will be final and conclusive) the Department will be entitled to reject the said work or such portion thereof as may be discovered not to conform to the said description and quality.

On such rejection, the work will be at the contractor's risk and all the provisions herein contained relating to rejection of the work etc. shall apply. The contractor shall, if so called upon have to make good the work etc. or such portion thereof, as is rejected by the engineer in charge, otherwise the contractor shall pay to the department, such damages, as may arise be the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Department on that behalf under this contract or otherwise. 25 % amount of executed amount of water proofing (in addition to his bond) will be recovered from running / final bill as a retention money this amount will be refunded to contractor after completion of defect liability period of **Ten years** prescribed for water proofing items.

Date :

Place :

Contractor

**GUARANTY BOND FOR ANTI TERMITE TREATMENT****(On Stamp Paper Worthy Rs-100/-)**

**NAME OF WORK: PROPOSED CONSTRUCTION OF R.S.E.T.I. BUILDING (CENTRAL BANK OF INDIA) AKOLA ON PLOT NO. 05 SHEETS NO. 66, NEAR CIVIL CHOWK, BEHIND B.S.N.L. OFFICE, MOUNJE- AKOLA, TQ. AND DIST. AKOLA**

Name of Agency :-

Agreement No. :-

The contractor hereby declares that the Anti Termite Treatment carried out under this contract shall be of the best **quality** and workmanship and shall be strictly in accordance with the specifications and particulars contained / mentioned in the clause hereof and the contractor hereby guarantees that said work would continue to confirm to the description and quality aforesaid for a period of **Ten years** from the date of handing **over the said work to the department and notwithstanding the fact that the** department may have inspected and or approved the said work, if during the aforesaid period of Ten years, the said work be discovered not to decision conform to the description and quality aforesaid or have deteriorated (and the decision of Engineer in charge in that behalf will be final and conclusive). the Department will be entitled to reject the said work or such portion thereof as may be discovered not to work will be at the contractor's risk and all provisions herein contained relating to conform to the said description and quality. On such rejection, the rejection of work etc. shall apply. The contractor shall, if so called upon have to make good the work etc. or such portion thereof, as is rejected by the Engineer in charge otherwise the contractor shall pay to the department, such damages, as may arise be the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the department on the behalf under this contact or otherwise.

Date :

Place :

**Contractor**

CONTRACTOR

PROJECT ARCHITECT/IEM (Central Bank of India)

### SCOPE OF WORK & SITE CONDITION

Name Of Work	<b>PROPOSED CONSTRUCTION OF R.S.E.T.I. BUILDING (CENTRAL BANK OF INDIA) AKOLA ON PLOT NO. 05 SHEETS NO. 66, NEAR CIVIL CHOWK, BEHIND B.S.N.L. OFFICE, MOUNJE- AKOLA, TQ. AND DIST. AKOLA</b>
Location	The site is selected Site on Akola, Tq. & Dist. Akola The work site is approachable by road.

#### Detail of work Board provision proposed for execution

1	Foundation	:	The structure proposed in R.C.C. framed type R.C.C. Box footing (M20), PCC (1:3:6) below footing columns, beams etc. , Brick masonry 0.23 m thick in C.M. 1:6 for plinth wall including
2	Doors & Windows	:	Solid Core Door Aluminum Window 3T/2T
3	Plastering & finishing	:	Cement Plaster 12 mm For Internal Sand Faced Plaster For External
4	Flooring & Dado	:	Floor - Machine Cut Kota / Vitrified Tile Floor Floor -Kota Flooring Floor -WC& Bath - Ceramic Tiles Dado - Ceramic Tile
5	Water proofing	:	Waterproofing Treatment by using Acrylic Polymer with Fiber glass mesh
	Treatment	:	WC & Bath
6	Water supply & sanitary	:	10 cm P.V.C. nahani trap, Orrissa type W.C. pan, wash hand basin, S.W. gulley trap, inspection chamber of 60 x 45 cms, S.W. sewer lines and P.V.C. rain, water pipe, G.I. water supply line with necessary fittings
7	Coloring	:	Acrylic Emulsion Paint -External Plastic Emulsion Paint- Internal
8	Roof	:	R.C.C. M-20 grade roof for all floors

- Meeting of Contractor and Project Architect/ IEM ( Central Bank of India) shall be arranged at following stages to decide execution of further work to be executed and study of drawings and tender provisions.
  1. Foundation Stage for RCC details & finalization of plinth level
  2. After completion of R.C.C. frame structure before starting of masonry work.
  3. Before starting of finishing items for selection of materials.
- After Initial discussion with contractor, Mock up / Sample rooms and toilet block shall be constructed with all water supply / sanitary fittings including doors and windows with fixtures and fastenings. The mock up / sample room shall inspected by the Project Architect/ IEM ( Central Bank of India) . Necessary improvements shall be discussed and finalized in a joint meeting. Thereafter other rooms shall be constructed as per finalized provisions in the sample / mock up rooms.
- Various items shall be mentioned on architectural plan of each floor and dimensions of various items shall be mentioned. Each such floor plan shall be signed by field officers and site in charge of the contractor. Such plans shall be submitted with R.A. bill to facilitate checking in division office.

**FORM - B-1****PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS**

- **DEPARTMENT :** Chief Manager, R.P.C. Regional Office (CENTRAL BANK OF INDIA.)
- **DIVISION :** Akola

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender Online E- Tendering System.

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 as per e-tendering schedule , also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills, It will also state whether a refund of a quarry fees, royalties, and ground rents will be granted. Copies of the specifications, designs and drawings estimated rates; scheduled rates and any other documents required in connection with the work shall be signed by the Chief manager/Project Architect for the purpose of identification and shall also be open for inspection by contractors at the office of the Chief manager/Project Architect, during office hours.

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 shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.

- 1.1. The contractor shall pay as per e-tendering schedule the sum of Rs. 1,77,000.00/- (Rs. One lakh Seventy Seven Thousand Rupees only) as and by way of earnest money. Earnest money shall be paid via online mode using NEFT/RTGS or payment gateway mode.**
- 1.2.** In the event of his tender being accepted, subject to the provisions of sub-clause(iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General conditions of contract.
- 1.3.** If, after submitting the tender, the contractor withdraws his offer, or modifies the same, or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights and powers of the Government, hereunder, or in law, Government shall be entitled to forfeit the full amount of the earnest money deposited by him.
- 1.4.** In the event of his tender not being accepted, the amount of earnest money deposited by

the contractor, shall unless it is prior thereto forfeited under the provisions of sub-clause (iii) above, be refunded to him on his passing receipt thereof.

2. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners except where the contractors are described in their tender as firm, in which case the receipts shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
3. Any person who submits a tender shall fill up the usual printed form stating at what percentage below or above the rates specified in Schedule 'B' (Memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage of all the estimated rates/scheduled rates shall be named. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if Contractor who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and the number of work to which they refer written outside the envelope.
4. The Chief manager, R.P.C. (Central Bank of India) shall open tenders as per e-tendering schedule and intimated the results through e-mail. In the event of a tender being accepted, the contractor shall, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1.
5. The officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders without assigning any reason.
6. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Chief manager/Project Architect.
7. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Project Architect/ IEM ( Central Bank of India) and their rates shall be filled in and completed by the office of the Chief manager/Project Architect, before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers this tender.
8. All work shall be measured net by standard measure and according to the rules and customs adopted by the Project Architect/ IEM ( Central Bank of India) and without reference to any local custom.
9. Under no circumstances shall any contractor be entitled to claim enhanced rates for any

items in this contract.

10. Every registered contractor should produce along with his e-tender certificate of Registration as approved contractor in the appropriate class and renewal of such registration with date of expiry. (Copies to be attested by a Gazetted Officer)
11. All corrections and additions or pasted slips should be initialed.
12. The measurements of work will be taken according to the usual methods in use in the Project Architect/ IEM ( Central Bank of India) and no proposals to adopt alternative methods will be accepted. The Chief manager/Project Architect's decision as to what is " the method in use in the Project Architect/ IEM ( Central Bank of India) will be final.
13. The tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract and the value of the work that remains to be executed in each case on the date of submitting the tender (with certificate from the head of the office concerned).
14. Every tenderer shall scan and furnish along with the tender, information regarding the Income tax circle or ward of the district in which he is assessed to income tax the reference to the number of the assessment year
15. No foreign Exchange would be released be the department for the purchase of plant and Machinery required for the Execution of the Work Contracted for
16. The contractor will have to construct shed for storing controlled and valuable materials brought by him at work site at contractors cost. The material will be taken for use in the presence of the departmental person. No material will be allowed to be removed from the site of work.
17. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favor under the provision of Contract Labour (Regulation and Abolition) Act 1970 before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Government.
18. The contractor shall comply with the provision of the Apprentices Act 1961. and the rules and orders issued there under from time to time. If he fails to do so, his failure will be breach of contract and the Superintending Engineer, may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.



**TENDER FOR WORKS**

*\* In figure as well as in words*

I/We hereby tender for the execution, for the **Government of India** (herein before and hereinafter referred to as "**Government**") of the work specified in the underwritten memorandum within the time specified in such memorandum at that rate quoted by me at appropriate place provided online in financial bid (.....) percent below/above the estimated rates entered in **Schedule 'B'** (Memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule-I hereof and in Clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by the Government, such materials and the rates to be paid for them shall be as provided in

MEMORANDUM	
<i>(a) If several sub-works are included they should be detailed in separate list</i>	<b>1. (a) General Description</b> <b>CONSTRUCTION OF R.S.E.T.I. BUILDING (CENTRAL BANK OF INDIA) CENTRAL BANK OF INDIA AKOLA ON PLOT NO. 05 SHEETS NO. 66, NEAR CIVIL CHOWK, BEHIND B.S.N.L. OFFICE, MOUNJE- CENTRAL BANK OF INDIA AKOLA , TQ. AND DIST. CENTRAL BANK OF INDIA AKOLA</b>
	(b) Estimated cost: <b>Rs.1,76,82,943.00/-</b>
<i>(C) The amount of earnest - money to be deposited shall be in accordance with the provisions of paras 206 &amp; 207 of the M.P.W. Manual.</i>	(c) Earnest Money: <b>Rs. 1,77,000.00/-</b>
<i>(d) This deposit shall be in accordance with paras 213 and 214 of M. P. W. Manual.</i>	Total Security Deposit 1% (One Percent) Initial security deposit (0.5%) : <b>Rs. 88,500.00/-</b> Further security deposit (0.5%): <b>Rs. 88,500.00/-</b> <b>Total Security Deposit (1%) : Rs. 1,77,000.00/-</b>
<i>e) This percentage where no security deposit is taken will vary from 5 to 10% according to the requirements of the Case Where security deposit is taken see note to Clause 1 of conditions of contract.</i>	Percentage @ of 1 % to be deducted from bills so as to make up the total amount required as security deposit by the time, half the work, as measured by the cost is done. Time allowed for the work from date of written order to commence <b>300 Days</b> (including Monsoon season).
<i>(f) Give schedule where necessary showing dates by which the various items are to be completed.</i>	

2. I/We agree that this offer shall remain open for acceptance for a minimum period of **90 days (Ninety Days)** from the date fixed for opening the "same" means envelope No.2 and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of such authority "Treasury Challans No. .... and date ..... of or Term Deposit Receipt for a period of one year receipt No ..... date..... in respect of the sum of **Rs. 1,77,000.00/- (Rs. One lakh Seventy Seven Thousand Rupees only)** Representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Government should I/We fail to:
  - a. abide by the stipulation to keep the offer open for the period mentioned above or
  - b. Sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (i) above within the limit laid down in clause (I) of annexed General conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me / us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.
3. I / We have secured exemption from payment of earnest money after executing the necessary bond in favor of the Government a true copy of which (exemption certificate with bond) is enclosed herewith. Should any occasion for forfeiture of earnest money for this work arise due to failure on my/our part to (i) abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the coned in item (d) of the Memo limit laid down in clause (1) of the annexed General conditions of the contract the amount payable by me/us may at the option of the Engineer, be recovered out of the amount deposited in lump sum for securing exemption in so far as the same may extend in terms of the said bond and in the event of the deficiency out of any other moneys which are due or payable to me/us by the Government under any other contract or transaction of any nature whatsoever or otherwise.
4. Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Amount to be specified in words And figures.	Receipt No. . Dated . From the Government Treasury or Sub treasury at AKOLA in respect of the sum of Rs.....is herewith forwarded presenting the earnest money (a) the full value .....of which is to be absolutely forfeited to Government should I/We not deposit the full amount. of security deposit in the above memorandum, in accordance with clause 1(A) of the said conditions, otherwise the said sum of Rs.....Shall be refunded.
<b>Strike out (a) if no cash security deposit is to be taken</b>	
Signature of contractor before submission of tender	Contractor Address:  Dated the ..... day of 2022.
# Signature of witness to contractor signature	Witness Address: -..... Occupation: -.....

The above tender is here by accepted by me for and behalf of the Chief Manager of Central Bank of India

Signature of the officer  
By who accepted

IEM (Central Bank of India  
, Akola

Dated: .... / .... / 2022

<b><u>CONDITIONS OF CONTRACT</u></b>	
<b>Security Deposit</b>	<p><b>Clause 1:</b>The person / persons whose tender may be accepted (hereafter called the contractor, which expression shall unless excluded by or repugnant to the context include his, heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by the Project Architect/ IEM ( Central Bank of India) concerned up to one month/two months/three months respectively if the Project Architect/ IEM ( Central Bank of India) thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Project Architect/ IEM ( Central Bank of India) in cash or Government securities endorsed to the Project Architect/ IEM ( Central Bank of India) (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or (B) Permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will amount to * <b>One percent</b>, of all moneys so payable such deductions to be held by Government by way of security deposit, provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case if the sum so deposited shall not amount to *<b>One percent</b>, of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of, *<b>One percent</b>, by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by Government to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within 10 days there after make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may, at the cost of the depositor, be converted into the interest bearing securities provided that the depositor has expressly desired this in writing. If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid, the tender/contract already accepted shall be considered as Cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded along with the payment of the final bill, if the date up to which the contractor has agreed to maintain the work in good order is over. If such date is not over, only 50 <u>percent</u> amounts of security deposit shall be refunded along with the payment of the final bill. The amount of the security deposit retained by the Government shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period up to which the contractor has agreed to maintain the work in good order, then, subject to provisions of clauses 17 and 20 hereof the amount of security deposit retained by Government shall be adjusted towards the excess cost incurred by the Department on rectification work.</p>
<b>Compensation for delay</b>	<p><b>Clause-2:</b>The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the</p>

	<p>contractor. The work shall throughout stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Project Architect (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tenderer for every day that the work remains uncompleted, or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete. The contractor should complete the work as per phase period given below</p> <p>15% of the work in 1/4 of the time  40% of the work in 1/2 of the time  70% of the work in 3/4 of the time  Full of the work in full of the time</p> <p>Full work will be completed in <b>300 (Three Hundred)</b> Days. (Including public holidays &amp; monsoon.)</p> <p>Note: The quantity of the work to be done within the particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the Contracts after taking into consideration the circumstances of each case and abide by the programme of detailed progress laid down by the Project Architect</p> <p>In the event of the contractor failing to comply with this conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Project Architect (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in tender.</p> <p>The Project Architect Shall is Final Authority in this respect, irrespective of the fact that the Tender is Accepted by the IEM ( Central Bank of India)</p>
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<p><b>Action when whole of Security Deposit is forfeited.</b></p>	<p><b>Clause 3 :</b> In any case in which under any clause or clauses of this contracts the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Project Architect/ IEM ( Central Bank of India) on behalf of the Central Bank of India shall have power to adopt any of the following courses as he may deem best suited to the interest of Government.</p> <p>a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Chief manager, R.P.C. (Central Bank of India) shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of Government.</p> <p>b) b) To carry out of work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charged establishment employed for getting unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of the contract. The certificate of the Chief Manager, R.P.C. (Central Bank of India) as to the cost of the work and other allied expenses so included and the value of the work so done departmentally shall be final and conclusive against the contractor.</p> <p>c) c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and cost of the work executed by the new contract agency will be debited to contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. This certificate of the Chief manager, R.P.C. (Central Bank of India) as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work done by the new contractor and as to the value of the work so done shall be final and conclusive against contractor.</p> <p>d) In case the contract shall be rescinded under clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed by him under this contract unless and until the Chief manager, R.P.C. (Central Bank of India) shall have certified in writing the performance of such work and the amount payable to him in respect thereof he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractor, the amount of excess value shall be deducted from any money due to the contractor by the Govt. under the contract or otherwise, howsoever or from his security deposit or the sale proceeds thereof provided howsoever, that the contractor shall have no claim against government even if certified value of the work done departmentally or through a new contract except the certified cost of such work and allied expenses provided always that whichever of the three courses mentioned in clause (a) (b) or (c) is adopted by the Chief Manager, R.P.C. (Central Bank Of India) the contractor shall have no claim to compensation for any loss sustained by reason of him having no claim to compensation for any materials, or entered into engagement or made any advance on account of or with a view of the execution of the work or the performance of contract.</p>
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<b>Action when process of particular work is unsatisfactory</b>	<b>Clause 4 :</b> If the progress of any particular portion of the work is unsatisfactory the Chief Manager, R.P.C. (Central Bank Of India) shall notwithstanding that the general progress of the work is satisfactory in accordance with clause 2 be entitled to take action under clause 3 (b) after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.
<b>Contractor remains liable to pay compensation if action not taken under clause 3.</b>  <b>Power to take possession of or required removal of or all contractor's plant</b>	<b>Clause 5 :</b> In any case in which any of the powers conferred upon the Chief manager, R.P.C. (Central Bank Of India) by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in any future case of default by the contractor for which by under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Chief manager, R.P.C. (Central Bank Of India) taking action under sub-clause (a) or (c) of clause (3) he may, if he so desires, take possession of all or any tool plant, materials and stores in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing, for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates, to be certified by the Chief manager, R.P.C. (Central Bank Of India.) whose certificate there of shall be final. In the alternative the Chief manager, R.P.C. (Central Bank Of India.) may, by notice in writing to the contractor or to his clerk of the works, foreman or other authorized agent require him to remove such tools, plant materials or stores from the premises within a time to be specified in such notice and in the event of contractor failing to comply with any such requisition the Chief manager, R.P.C. (Central Bank Of India.) may remove them at the contractor's expenses or sale them by auction or private sale, at risk and account of the contractor in all such removal and the amount of the proceeds and expenses of any such sale be final and conclusive against the contractor.
<b>Extension of time limit.</b>	<b>Clause 6:</b> If the contractor desires an extension of the time for completion of the work on the ground of his having unavoidable hindering in its execution or on the other ground, he shall apply in writing to the Chief manager, R.P.C. (Central Bank Of India.) before the expiration of the period stipulated in the bid or before the expiration of 30 days from the date to which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Chief manager, R.P.C. (Central Bank Of India.) may, if in his opinion there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Chief manager, R.P.C. (Central Bank Of India.) in this matter shall be final.  <b>Clause 6 A :</b> In the case of delay in handing over the land required for the work due to unforeseen cause, the contractor shall not be entitled for any compensation whatsoever from the Government on the ground that the machinery or the labor was idle for certain period. Contractor may, however apply for extension of time limit which may be granted on the merit of the case.
<b>Final Certificate</b>	<b>Clause 7:</b> On completion of the work the contractor shall be furnished with a certificate by the <b>Ar Rajendra Gattani &amp; Associates</b> (Hereinafter called the Project Architect) in such completion but no certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned of the dirt from all wood work, doors, floors or other parts of any building in or upon which the work has



	<p>been executed or on which he may have had possession for the purpose of executing the work or until the work shall have been measured by the Project Architect or where the measurements have been taken by his subordinates until they have received the approval of the Engineer -in charge the said measurement being binding and conclusive against the contractor. If the contractor fails to comply with the requirement of the clause as to the removal of scaffolding, surplus material and rubbish and cleaning of dirt on or before the date fixed for the completion of the work. The Project Architect may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose off the same as he think fit and clean of such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.</p>
<b>Payments on intermediate certificate to be regarded as advance.</b>	<p><b>Clause 8:</b> No payment shall be made for any work estimated to cost less than Rs. One thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of the works estimated to cost more than Rs. One thousand, the contractor shall not submitting a monthly bill there off be entitled to receive payment proportionate to the part of the work then approved and passed by the Project Architect whose certificate of such approval and passing of the sum payable shall final and conclusive against the contractor. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not preclude the Project Architect from requiring any bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed or rejected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part thereof, in any respect of the occurring of any claim, nor shall it conclude, determine or affect in any way the powers of the Project Architect as to final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one months of the date fixed for the completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work shall be final and binding on all parties.</p>
Payment at reduced rates on account of items of work not accepted as completed to be at the discretion of the Engineer in charge.	<p><b>Clause 9:</b> The rates for several items of work estimated to cost more than <b><u>Rs. 10000</u></b> agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the items of work are not accepted as so completed the Project Architect may make payment on account of such items at such reduced rates as he may consider reasonable in preparation of final or on account bills.</p>
Bill to be submitted monthly	<p><b>Clause 10 :</b> A bill shall be submitted by the contractor each month on or before the date fixed by the Project Architect for all work executed submitted in the previous month, and the Project Architect shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim so far as it is admissible shall be adjusted, if possible within ten days from the presentation of the bill. If the contractor does not submit the bill within time fixed as aforesaid, the Project Architect may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant and the Project Architect may prepare a bill from such list which shall be binding on the contractor in all respects.</p>
Bill to be on printed form.	<p><b>Clause 11 :</b> The contractor shall submit all bills on the printed forms to be had on application at the office of the Project Architect The charges to be made in</p>

	the bills shall always be entered at the rates specified in the bid or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the bid , at the rate hereinafter provided for such work.
<b>Stores supplied by Government</b>	<b>Clause 12 :</b> If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Chief Manager, R.P.C. (Central Bank Of India.) store or if it is required that the contractor shall use certain stores to be provided by the Project Architect(such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so in any way to control the meaning or effect of this construction specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the construction only, and values of the full quantity of materials and stores as supplied shall be set off or reduced from any sums then due, or here after to become due to the contractor under the contract or otherwise or from the security deposits, or the proceeds of sale thereof, if the deposit is held in Government, and shall on no account be removed from the site of the work and shall at all times be open to inspection by the Project Architect Any such material unused and is perfectly in good condition at the time of completion or determination of the contract shall be returned to the Project Architect/ IEM (Central Bank Of India) stores, if the Project Architect so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with such consent and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage into damage thereto.
<b>Store Material</b>	<b>Clause 12 A :</b> All store of contractor material such as cement ,steel Bitumen etc Supplied by the contractor at his own cost should be kept by the contractor under lock and key and will be accessible for inspection by the Chief manager, R.P.C. (Central Bank Of India.) or his agent at all times.
<b>Work to be executed in accordance with specification, drawing, orders etc.</b>	<b>Clause 13:</b> The contractor shall execute the whole and every part of the work like manner and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also confirm exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Project Architect and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office or at the site of work during office hours. The contractor will be entitled to receive three sets of contracts drawings and working drawings as well as one certified copy of the accepted bid along with the work order free of cost. Further copies of the contract drawings and working drawings, if required by him, shall be supplied at the rate of Rs. 548 /- per set of contact drawing and Rs. 150/- per working drawing except where otherwise specified.
<b>Alteration in Specifications and designs not to invalidate contract.</b>	<b>Clause 14 :</b> The Project Architect shall have power to make any alterations in, or additions to, the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Project Architect and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as a part of the work shall be carried out by the contractor in the same conditions in all respects on which he agreed to the main work and at the same rates as per specified in the bid for the main work. And if the additional or altered work, includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in Schedule of Rates of the division or at the mutually agreed upon between the Project Architect and the contractor, whichever are lower. If the additional or
<b>Rate for work not entered in estimate or schedule of</b>	

rates of the district.	altered work, for which no rate is entered in the schedule of rates of the division, is ordered to be carried out before the rates are agreed upon, then the contractor shall within Five days of the date of receipt by him of order to carry out work inform the Project Architect of the rate which it is his intention to charge for such class of work, and if the Project Architect does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incurs any expenditure in regard thereto before the rate shall have been determined as lastly herein-before mentioned then in such case he shall only be entitled to be paid in-respect if the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Project Architect In the event of a dispute the decision of the Project Architect / IEM ( Central Bank of India) will be final.
	Where however, the work is to be executed according to the designs, drawings, and specification recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawing and specifications to the bid .
Extension of time in consequence of addition or alteration.	The time limit for the completion of work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Project Architect as to such proportion shall be conclusive.
No claim to any payment or compensation for alteration in or restriction of work.	<b>Clause 15 : (1)</b> If at any time after the execution of the contract documents, the engineer shall for any reason whatsoever (other than default on the part of the contractor and for which Government is entitled to rescind the contract) desire that the whole or any part of the work specified in the bid should be suspended for any period or that the whole or part of the work should not be carried out at all he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate state at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided the decision of the Engineer as to the stage at which the work or any part or it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation what-so-ever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment except to the extent specified here-in-after.
	<b>(2)</b> Where the total suspension of the work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days of such Intention and requiring the Engineer to record the final measurements of the work already done and to pay the final bill. Upon given such notice, the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under this contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provision of this clause.
	<b>(3)</b> Where the Engineer requires the contractor to suspend the work for a period in excess of 30 days at anytime or 90 days in the aggregate, the contractor shall

	be entitled to apply to the Engineer within 30 days of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on account of his having, had to pay the salary or wages of labour engaged by him during the said period of suspension. Provided always that, the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension what-so-ever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.
	<b>(4) In the event of</b>
	(i) Any total stoppage of work on notice from the engineer under sub-clause (1).
	(ii) Withdrawal by the contractor from the contractual obligation to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.
	(iii) Curtailment in the quantity of any item or items originally bid ed on account of any alteration, omission or substitution in the specifications, drawings, designs or instructions under clause 14(1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rate for the items specified in the bid is more than Rs. Five Thousand (Rs. 5000/-)
	It shall be open to the contractor within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligation under the contract on account of the continued suspension of the work (iii) notice under clause 14(1) resulting such curtailment or produce to the Engineer satisfactory documentary evidence, that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Government to take over on payment such material at the rates determined by the Engineer, provided however, such rates shall in no case exceed the rates at which the same were acquired by the contractor. The Government shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirement of the unexecuted work as specified in the accepted bid and are of quality and specification approved by the Engineer.
Time limit for unforeseen claims.	<b>Clause 16:</b> Under no circumstance what so ever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted claim in writing to the Engineer -in Charge within one month of the cause of such claim occurring.
Action and compensation payable in case of bad work.	<b>Clause 17:</b> If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Project Architect or his subordinate in-charge or the work, that any work has been executed with unsound, imperfect unskilled workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or are otherwise not in accordance with the contractor, it shall be lawful for the Project Architect to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may be require or if so required, shall remove the materials or articles so specified and provided other proper and suitable materials or article at his own

		charge and cost and in the event of his failing to do so within a period to be specified by the Project Architect in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of 1% on the amount of the estimate for every day not exceeding 10 days, during which the failure so continues and in the case of any such failure, the Project Architect may rectify or remove and re-execute the work or remove and replace the materials or article complained of, as the case may be, at the risk and expense in all respects of the contractor. Should the Project Architect consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.
Work to be open to inspection.	Contractor or responsible agent to be present.	<b>Clause 18:</b> All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection to inspection and supervision of the Project Architect and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Project Architect of his subordinates to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the contractor himself.
Notice to be given before the work is covered up.		
Contractor liable for damage done and for imperfection.		<b>Clause 19 :</b> The contractor shall give not less than 5 days notice in writing to the Project Architect or his subordinates in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions hereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement any work without the consent in writing of the Project Architect or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractors expense and in default thereof payment or allowance shall be made for such work or for the materials with which the same was executed.
		<b>Clause 20 :</b> If during the period of <b>12 (Twelve ) months</b> from <b>the date of completion or from the date of commissioning, whichever is earlier as certified by the Project Architect pursuant to the clause 7</b> of the contract, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt on the notice in that behalf from the Chief manager, R.P.C. (Central Bank Of India.) duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Project Architect In the event of the contractor failing and neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice the Chief manager, R.P.C. (Central Bank Of India.) may get the same executed and carried out departmentally or by other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the government the amount of such costs, charges and expenses sustained or incurred by the government of which the certificate of the Chief manager, R.P.C. (Central Bank Of India.) shall be final and binding on the contractor. Such costs, charges and expense shall be deemed to be

		arrears of land revenue and in the event of contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government, the same may be recovered from the contractor as arrears of land revenue. The government shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by government to the contractor either-in-respect of the said work or any other work whatsoever, or from the amount of the security deposit retained by government.
Contractors to supply plant, ladders, scaffolding etc.  And is liable for damages arising from non-provisions of lights, fencing etc.		<b>Clause 21 :</b> The contractor shall supply at his own cost all materials (except such special material if any) as may be supplied from the Project Architect/ IEM ( Central Bank Of India) Stores, in accordance with the contract, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and any temporary works which may be required for the proper execution of the work, in the original, altered or substituted form, whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charges as to any matter on which under these Conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing this the same may be provided by the Project Architect at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the Public from accident and shall also be bound to bear the expenses of defense every suit, action or other legal proceedings at law that may be brought by any person for injury sustained owing to the neglect of the above precautions, and to pay damages and cost such person or which may with the consent of the contractor be paid in compromising any claim by any such person.
		<b>Clause 21A:</b> The contractor shall provide suitable scaffolds and working platforms, gangways, and stairways and shall comply with the following regulations in connection therewith:
	a)	Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from a ladder or by other means.
	b)	A scaffold shall not be constructed, taken down substantially altered except -
	i)	Under the supervision of a competent and responsible. Person, and
	ii)	As far as possible by competent workers possessing adequate experience in this kind of work.
	c)	All scaffolds and appliance connected therewith and all leaders shall -
	i)	Be of sound material
	ii)	Be of adequate strength having regard to the loads and strains to which they will be subjected, and
	iii)	Be maintained in proper condition.
	d)	Scaffolds shall be so constructed that no part there of can be displaced in consequence of normal use.
	e)	Scaffolds shall not be overloaded and as far as practicable the load shall be evenly distributed.

		f)	Before installing lifting gear on scaffolds special precaution shall be taken to ensure the strength and stability of the scaffolds.
		g)	Scaffolds shall be periodically inspected by a competent person.
		h)	Before allowing a scaffold to be used by his workmen, the contractor shall check whether the scaffold has been erected by his workmen or not take steps and to ensure that it complies fully with the regulations herein specified.
		i)	Working platforms, gangways, and stairways shall -
		i)	Be so constructed that no part thereof can sag unduly or unequally.
		ii)	Be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and
		j)	In the case of working platforms, gangways, working places and stairways at a height exceeding 3 meters.
		i)	Every working platform and every gangways shall have to be closely boarded unless other adequate measures are taken to ensure safety.
		ii)	Every working platform, gangways, working places, stairway shall be suitably fenced.
		k)	Every opening in the floor of the building or in working platform shall except for the time and to the extent required to allow the access or persons or the transport or shifting of materials be provided with suitably means to prevent the fall of persons or material.
		l)	When persons are employed on a roof where there is danger of falling from a height exceeding 3 meters suitable precaution shall be taken to prevent the fall of persons or materials.
		m)	Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from scaffolds or other working place. Safe means of access shall be provided to all working platforms and other working places.
		n)	Safe means of access shall be provided to all working platform and other working places.
	<b>Clause 21 B :</b> The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him.		
	a)	Hoisting machines and tackle, including their attachment, anchorage's and sports shall -	
		i)	Be of good mechanical construction, sound material and adequate strength and free from patent defect, and
		ii)	Be kept in good repair and in good working order.
	b)	Every rope used in hoisting or lowering material or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.	
	c)	Hoisting machines and tackle shall be examined and adequately tested after erected on the site and before use and be reexamined in position at intervals to be prescribed by the government.	
	d)	Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering of materials or as a means of suspension shall be periodically examined.	
	e)	Every crane driver or hoisting appliance operator shall be property qualified.	

	f)	No person who is below the age of 21 years shall be in control of any hoisting machine, including any scaffolds, which give signals to the operator.
	g)	In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate.
	h)	Every hoisting machine and all gear referred to in the preceding regulation shall be plainly marked with the safe working load.
	i)	In the case of hoisting machine having a variable safe working load, each safe working load and condition under which it is applicable shall be clearly indicated.
	j)	No part of any hoisting machine or of any gear referred to in regulation of above shall be loaded beyond the safe working load except for the purpose of testing.
	k)	Motors, gearing transmissions, electric wiring and other dangerous part of hoisting appliance shall be provided with efficient safe guards.
	l)	Hoisting appliances shall be provided with such means as will reduce to a minimum risk of the accidental descent of the load.
	m)	Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.
Measure for prevention of fire.		<b>Clause 22:</b> The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Chief manager/Project Architect.
		When such permit is given and also in all cases when destroying cut or dug up trees, bush wood grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.
		The contractor shall make his own arrangement for drinking water for the labor employed by him.
Liability of contractors for any damage done in or outside work area.		<b>Clause 23:</b> Compensation for all damage done intentionally or unintentionally by contractors labour whether in or beyond the limits of contractor for government property including any damage caused by the spreading of any damage fire mentioned in clause 22 shall be estimated by the Project Architect or such other officer as he may appoint and the estimates of the Project Architect subject to the decision of the Project Architect on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Project Architect from any sum that may be due to or become due from government to the contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damages and cost that may be awarded by the court in consequence.
Employment of female labour		<b>Clause 24 :</b> The employment of female labourers on works in the neighborhood of soldier's barracks should be avoided as far as possible.
Work on Sunday		<b>Clause 25 :</b> No work shall be done on a Sunday without the sanction in writing of the Project Architect



Work not to be sublet. Contract may rescind and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent.	<b>Clause 26 :</b> The contract shall not be assigned or sublet without the written approval of the Project Architect And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated and insolvent or make any composition with his creditors, or attempt so to do the Project Architect may be notice in writing rescind the contract. Also if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised by the contractor or any of his servants or agents to any public officer or person in the employment of government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Project Architect may be giving notice in writing rescind the contract. In the event of a contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Government and same consequences shall as ensure as if the contract has been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.	
Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.	<b>Clause 27 :</b> All sum payable by a contractor by way of compensation under any of these condition shall be considered as a reasonable compensation to be applied of the use of Government without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.	
Changes in the constitution of the firm to be notified.	<b>Clause 28 :</b> In the case of a bid by partners any change in the construction of a firm shall be forthwith notified by the contractor to the Project Architect for his information	
	<b>Clause 29 :</b> All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Project Architect for the time being, who shall be entitled to direct at what point or points and in what manner they are commenced and from time to time carried out.	
Work to be under direction and control of <b>PROJECT ARCHITECT</b>	<b>Clause 30 (1) :</b> Except where otherwise specified in the contract and subject to the power delegated to him by Government under the code rules then in force, the decision of the Project Architect for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications ,designs ,drawings and instructions herein before mentioned and as to the quality of the workmanship or material used on the work or as to any other question, claim, right, matter or things whatsoever, in any way arising out of or relating to the contract designs, drawing, specifications, estimates, instructions , orders of these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof.	
	<b>(2)</b> The contractor may within thirty days of receipt by him of any order passed by the Project Architect/ IEM ( Central Bank of India) as aforesaid appeal against it to the Chief Engineer concerned with the contract, work or project provided that -	
	(a)	The accepted value of the contract exceeds Rs. 10 lacks (Rupees Ten Lakhs)
	(b)	Amount of claim is not less than Rs. 1.00 lakh (Rupees one lakh)

	<p>(3) If the contractor is not satisfied with the order passed by the Chief Manager, R.P.C. (Central Bank of India) as aforesaid the contractor may within thirty days of receipt by him of any such order, appeal against it to the concerned, Project Architect/ IEM ( Central Bank Of India) who, if convinced the prima-facie the contractor's claim rejected by the Project Architect/ IEM ( Central Bank Of India) is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and decision by the Standing Committee, shall put up to the Standing Committee at Government level for suitable decision.</p>
Store of European or American manufactures to be obtained from the Government	<p><b>Clause 31 :</b> The contractor shall obtain from the Chief Manager, R.P.C. (Central Bank Of India.) stores all stores and article of European or American manufacture which may be required for the work, or any part of the work or in making up any article required therefore or in connection therewith unless he has obtained permission in writing from the Project Architect to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by Project Architect will be debited to the contractor in his account at the rates shown in the Schedule in form "A" attached to contract and if they are not entered in the said Schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever, which may have to be incurred in obtaining delivery of the same as the stores aforesaid.</p>
Lump sums in estimates.	<p><b>Clause 32 :</b> When the estimate on which a bid is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if part of the work question is not in the opinion of the Project Architect capable of measurement the Project Architect may at his discretion pay lump sum amount entered in the estimate, and the certificate in writing of the Project Architect shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.</p>
Action where no specification.	<p><b>Clause 33 :</b> In the case of any class of work for which there is no such specification as in mentioned in Rule-1, such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instruction and requirement of the Project Architect</p>
Definition of work.	<p><b>Clause 34 :</b> The expression 'works' or 'work' where used in these condition shall, unless there be something in the subject or context repugnant to such construction be constructed to mean the work or the work contractor to be executed under or in virtue of the contract, whether temporary or permanent and whether original altered substituted or additional.</p>
Contractor's percentage whether applied to net or gross amount of bill.	<p><b>Clause 35:</b> The percentage referred to in the bid shall be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.</p>
Quarry fees and royalties	<p><b>Clause 36:</b> All quarry fees, royalties, octroi dues and ground rent for stacking materials if any, should be paid by the contractor.</p>

Compensation under Workman's Compensation Act.	<b>Clause 37 :</b> The contractor shall be responsible for and shall pay compensation to his Workmen payable under the Workmen's compensation Act, 1923 (VIII of 1923), (hereinafter compensation is payable and or paid by Government as principal under the subsection 91) of section 12 of the said Act on behalf of the contractor this shall be recoverable by Government from the contractor under sub section 92) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.
	<b>Clause 37 A :</b> The contractor shall be responsible for and shall pay expenses of providing Medical aid to any workmen who may suffer a bodily injury as a result on an accident. If such expenses are incurred by Government the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of Government from any amount due or that may become due to the contractor.
	<b>Clause 37 B :</b> The contractor shall provide all necessary personal safety equipment and first-aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulation in connection therewith
	(a) The worker shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
	(b) When work carried on in proximity to any place where there is no risk of drawing, all necessary equipment's shall be provided and kept ready for use and all necessary steps shall be taken prompt rescue of any person in danger.
	(c) Adequate provision shall be made for prompt first-aid treatment for all injuries likely to be sustained during the course of the work.
	<b>Clause 37 C :</b> The contractor shall duly comply with the provision of "The Apprentices Act 1961 (III of 1961) the rules made there under and the orders that may be issued from time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and said Rules".
Claim for quantity of works entered in the bid or estimate.	<b>Clause 38:</b> Excess quantity shall be executed only after prior permission of the authority granting <b>Technical Sanctioned</b> approval to the work. It shall be paid at bid rate only.
	<b>Clause 38:</b> (1) Quantities in respect of the several items shown in the bid are approximate and no revision in the bided rates shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specification prescribed a different percentage of permissible variation, the quantity of the items does not exceed the bid quantity by more than 25% and so long as the value of excess quantity beyond this limit at the rate of the items specified in the bid, is not more than Rs. 10,000/-
	(2) The contractor shall if ordered in writing by the Engineer in charge, so to do also carry out any quantities in excess of the limit mentioned in Sub Clause (1) hereof on the same conditions as and in accordance with the specifications in the bid and at the rates (i) derived from the rates entered in the current schedule of rates and in the absence of such rates (ii) at the rate prevailing in the market, the said rates being increased or decreased as the case may be, by the percentage which the total bided amount bears to the estimated cost of the work as put to bid based upon the Schedule rates of applicable to the year in which the bids were invited (for the purpose of operation of this clause, this cost shall be taken to SSR 2021-22

	(3) Claim arising out of reduction in the bided quantity of any item beyond 25 percent will be governed by the provisions of clause 15 only when the amount reduction beyond 25% at the rate of the item specified in the bid is more than Rs. 5000/-.
Claim for compensation for delaying starting of work	Clause - 39: The contractor shall employ any famine convict or other labor of a particular kind or class, if ordered in writing to do so by the Engineer-in-charge.
Claim for compensation for delaying starting of work	<b>Clause - 40:</b> No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works on account of any delay in according to sanction of estimates
Claim for compensation for delaying starting of work	<b>Clause - 41:</b> No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive of hard or cracked soil excavation in mud, subsoil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified
Entering upon or commencing any portion of work.	<b>Clause 42 :</b> The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Project Architect or of his subordinate in charge of the work failing such authority the contractor shall have no claim to ask for measurements of or payment for work.
Minimum age of persons employed, the employment of donkey and/or other animals and the payment of fair wages.	<b>Clause 43 : (i)</b> No contractor shall employ any person who is under the age of 18 years.
	<b>(ii)</b> No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least 3 inches wide and should be of tape (Newar)
	<b>(iii)</b> No animals suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
	<b>(iv)</b> The Project Architect or his agent authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibilities shall be accepted by the Government for any delay caused in the completion of the work by such removal.
	<b>(v)</b> The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any disputes arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable the dispute shall be referred without delay to the Chief manager, R.P.C. (Central Bank Of India.) who shall decide the same. The decision of the Chief manager, R.P.C. (Central Bank Of India.) shall be conclusive and binding on the contractor, but such decision shall not in any way affect the condition in the contract regarding the payment to be made by the Government at the sanctioned bid rates.
	<b>(vi)</b> The contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.
Method of payment.	<b>Clause 44:</b> Payments to contractor shall be made by cheques drawn on any treasury within the Division convenient to them. Provided the amount exceeds Rs. 100/- Amount not exceeding Rs. 100/- will be paid in cash.
Acceptance of conditions compulsory before bid ing the work.	<b>Clause 45 :</b> Any contractor who does not accept these conditions shall not be allowed to bid for works.

Employment of scarcity labour.	<p><b>Clause 46:</b> If Government declares a state of scarcity or famine to exist in any village situated within 1 Kms. of work, the contractor shall employ upon such parts of the work as suitable for unskilled labour any person certified to him by the Chief manager, R.P.C. (Central Bank Of India.) or by any person to whom Chief manager, R.P.C. (Central Bank Of India.) may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below minimum which may arise in connection with the implementation of this clause shall be decided by the Chief manager, R.P.C. (Central Bank Of India.) whose decision shall be final and binding on the contractor.</p>
	<p><b>Clause 47:</b> The price quoted by the contractors shall not in any case exceed the control price, if any, fixed by Government or reasonable price which is permissible for him to charge as private purchaser for the same class and description of goods under the provisions of Hoarding and profiteering Prevention Ordinance 1984 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his bid along with reasons for quoting such higher price. The purchaser at his bid along with reasons for quoting such higher price. The purchaser at his discretion will in such higher price. The purchaser at his discretion will in such case exercises the right of revising the price at any stage so as to confirm with the controlled price on the permissible under the Hoarding and Profiteering Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.</p>
	<p><b>Clause - 47 (A): -</b></p> <p>a) The Bidder shall quote his rate considering the provision counted under GST Act- 2017.</p> <p>b) Provisional amount of GST 2% i.e. CGST 1% + SGST 1% will be deducted at source (T.D.S.) after the enforcement of section 51 of Maharashtra Goods and Services Act- 2017</p> <p>c) The Bidder shall quote his rate excluding GST.</p> <p>d) GST shall be paid on the amount of bill of the work done as per prevailing guidelines rate of GST during the period of work done as applicable.</p> <p>e) Rate quoted by the contractor shall be deemed to be inclusive of the labour welfare cess and other taxes (other than GST) that the contractor have to pay for the performance of this contract. The employer will perform such duties in regards to deduction of such a taxes at source as per applicable law.</p> <p><b>f) The Bidder shall quote his offer only on work portion / civil Cost (A) in schedule “B“ without GST. However testing charges will be paid as per test result submitted by the Bidder.</b></p>
	<p><b>Clause - 48:</b></p> <p><b>GST shall be payable on the accepted contract value at prevailing rates separately. Contractor shall quote his rates excluding GST.</b></p> <p>Provisional amount of GST @ 2% i.e.1% C.G.S.T. + 1% S.G.S.T. will be deducted at source (TDS) after the enforcement of Sections 51 of Maharashtra Goods and Services Act.2017</p>

	<b>Clause 48 A :</b> The contractors are bound to pay to the labourers wages according to the Minimum Wages Act 1948 applicable to the Zone in accordance with the order issued in Government DEPARTMENT ./Circular No. MWA/ 1063, dated 07/12/1968.
	<b>Clause 49:</b> In case of materials that remains surplus with the contractor for those issued for the work contracted from the date of ascertainment of the materials being surplus be taken as the date of sale for the purpose of sales tax and the sale tax will be recovered on such sale.
	<b>Clause 50:</b> The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labours and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment Department Scheme. Provided, however, that if the required unskilled laboured are not available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission, in writing of the Project Architect of the said work obtained the rest of requirement of unskilled the labour from outside the above scheme.
	<b>Clause - 51 :</b> Wages to be paid to the skilled and unskilled labours engaged by the contractor. The contractor shall pay the labours skilled and unskilled according to the wages prescribed by the Minimum Wages Act 1948 applicable to the area in which the work of the contractor is located
	<b>Clause 52:</b> All amount whatsoever which the contractor is liable to pay to the Government in connection with the execution of the work including the amount payable in respect of (1) Material and / or stores supplied / issued hereunder by the Government to the contractor, (2) Hire charges in-respect of heavy plant machinery and equipment given on hire by the Government to the contractor, for execution by him of the work and / or on which the advance have been given by the Government to the contractor shall be deemed to be arrears of the lands revenue and the Government may without prejudice to any other rights and remedies of the Government recover the same from the contractor as arrears of land revenue.
	<b>Clause 53:</b> The contractor shall duly comply with all the provisions of the contract labour (Regulation and Abolition) Act 1970. (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971 as amended from time to time and all other relevant statutes and statutory provision concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the Contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971. If the contractor fails or neglects to pay wages at the said rates or make short payment and the Government makes such payment of wages in full or part thereof less paid by the contractor, as the case may be the amount so paid by the Government to such worker shall be deemed to be arrears of land revenue and the Government shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the Government to the contractor hereunder or from any other amounts payable to him by the Government (Minimum Wages Act, as per Government Circular (AT / 1284 / (120) / Building, dated 14/08/1988).

	<p><b>Clause - 55: CONDITION FOR MALERIA ERADICATION</b></p> <p>(A) The ant malaria and other health measures shall be as directed by the Joint Director (Malaria and Filarial) of Health Services, Pune.</p> <p>(B.) Contractor shall see that mosquito genic conditions are not created so as to keep vector populations to the minimum level.</p> <p>(C) Contractor shall carry out anti- malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programmed and as directed by the Joint Director (M &amp; F) of Health Services, Pune.</p> <p>(D.) In case of default in carrying out prescribed ant malaria measure resulting increasing in malaria incidence contractor shall be liable to pay to Government the amount spent by Government on antimalaria measures to control the situation in addition to fine.</p> <p>(E.) RELATION WITH PUBLIC AUTHORITIES: The contractor shall make sufficient arrangement for draining away the sullage water as well as water coming from the bathing and washing places and shall dispose off this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The contractor shall comply with all rules regulation, byelaws and direction given time to time by any local or public authority in connection with this work and shall pay fees or charges which are livable on him without any extra cost to Government.</p> <p><b>Clause No-56- Condition relating to insurance of contract work.</b> The Contractor shall take out Insurance Policy / Policies (viz . Contractor's All Risks Insurance Policy, Erection All Risks Insurance Policy etc. as directed by the Directorate of Insurance) so as to vide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period COMPULSORILY from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is " 264, MHADA , First Floor, Opposite Kalanagar, Bandra (East), Mumbai 400 051. " ( Telephone No. 022 - 26590403 / 26590690 and Fax No. is 022- 26592461 / 26590403). Similarly all workmen's appointed to complete the contract work are required to insure under workmen's compensation Insurance Policy. Insurance Policy/ Policies taken out from any other company will not be accepted. If any contractor has not taken out the Insurance Policy from the Directorate of Insurance, Maharashtra State Mumbai or have effected insurance with any Insurance Company, the same will not be accepted and one percent (1%) of the tender amount or such amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers</p> <p><b>Clause 57</b> -As per Government of India, Industry Energy &amp; Labour Deptt. G.R. No. BLA 2009/Pra. Kra. 108/Kamgar-7A, dt. 17/06/201 &amp; Public Works Department circular No. BDG-2010/Pra. Kra. 277/Building-2, dated 28/09/2010, Building and other Construction Workers Welfare Cess at one percent or at the rates amended from time to time as intimated by the competent authority under building and other constructions worker welfare Act 1996 will be deducted from the bill amount, whether measured Bill advance payment or Secured Advance</p>
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## **ADDITIONAL CONDITIONS FOR MATERIALS (CEMENT, MILD STEEL, TMT / HYSD BARS, STRUCTURAL STEEL ETC.)**

### **BROUGHT BY CONTRACTOR)**

1. All the materials such as Cement, steel, Bricks, Metal, Sand, etc. shall be brought by the Contractor at his own cost. The material shall be brought at the site of work well in advance by the Contractor. The gate pass of the Metal, Sand, Invoice of Cement, steel etc. shall be examined by the authorized representative of the Engineer- in-charge.
2. The contractor shall maintain the record of these materials (cement, steel, granite, marble, tiles etc.) in the prescribed proforma and registers as directed by Project Architect. The sample of prescribed proforma is attached at the end (Page No to     ). These registers shall be signed by both, the contractors and representative of the Project Architect. These registers shall be made available for inspection, verification for the Department as and when required. These registers shall be in the custody of Project Architect, and shall be maintained by the Project Architect.
3. The Contractor shall submit periodically as well as on completion of work, an account of all materials used by him on the work. In addition, a separate register shall be maintained on site for recording daily item wise asphalt, cement consumption and also item wise consumption of other materials. This shall be signed daily by Contractor or his representative and representative of Project Architect.
4. All the materials as Cement, steel, Bricks, Metal, Sand, etc. shall be brought by the Contractor at his own cost. The materials from any other source in lieu of the approved Institutions shall be allowed except under written permission from the Project Architect. In such case, Certificate for its quality shall be produced by the Contractor and samples of materials shall be tested from any Government Laboratory by the Contractor at his cost and the test results be supplied to the Department. The materials not conforming to the required standard shall be removed at once from the site of work by the Contractor at his own cost. All the materials such as Asphalt, Cement etc. required for use in the work shall be conforming to the concerned I.S. / M.O.R.T. & H. specifications. The Contractor shall get necessary tests carried out to the frequency specified for each material in the specification and submit the test results to the Project Architect or his authorised representative. These materials shall be used on work by the Contractor, only if the test thereof are found satisfactory to the results Project Architect or his authorised representative. For the purpose of daily testing of material, such metal, sand, rubble, etc. , the Contractor shall make his own arrangements to install a well equipped Laboratory at the site of work at his own cost. The Contractor shall employ qualified personnel at the site of work at his own cost. The responsibility of carrying out tests to the frequency specified for each material shall rest with the Contractor. The extract of register shall be submitted to the Chief manager/Project Architect with each bill. Copy of register for the entire period shall be submitted along with the final bill.
5. The Contractor shall construct at his own cost shed/ sheds as per direction of the Project Architect of the work for storing the materials and provide double locking arrangements. The Store shed such constructed shall be removed on completion of work. The Contractor shall take all necessary steps to guard the materials brought by him.
6. The Contractor shall make his own arrangement for the safe custody of the materials brought by him on site of work.
7. The charges for conveying of materials from the place of purchase by the Contractor to the site of work and the actual spot on work site shall be entirely borne by the Contractor. No claims



on this account shall be entertained.

8. Separate registers shall be maintained by the Contractor on the site for recording detailed item wise Cement and Steel consumption on the work. These registers shall be signed by Contractor or his authorized representative and got signed from the representative Engineer-in-charge.
9. The material required only for this work shall be kept in the godown at site. No material shall be shifted outside of the godown except for the work for which this arrangement is entered, without prior approval of the Engineer-in-charge.
10. The Contractor shall produce sufficient documentary evidence i.e. bill for the purchase, octroi receipts etc. for the purchase of material brought on the work site at once if so requested by the Project Architect.
11. All these material i.e. cement, steel etc. shall be protected from any damages, rains etc. by the contractor at his own cost.
12. The Contractor will have to erect temporary shed of approved specifications storing of above materials at work site at contractors cost having double lock arrangements (By Double lock - it is meant that godown shall always be locked by two locks, one lock being owned & operated by Contractor & other by Engineer-in charge of his authorized representative & the door shall be openable only after both locks are opened.)
13. If required, the weighment of cement bags/ steel etc. brought by the Contractor shall be carried out by the contractor at his own cost.
14. The contractor shall not use cement and other material for the item to be executed outside the scope of his contract except for such ancillary small item as are connected and absolutely necessary for execution of this work as may be decided by the Project Architect.
15. The Government shall not be responsible for the loss in cement, steel, etc. during transit to work site. The cement brought by the contractor at the work site store shall mean 50 Kg. equivalent to 0.0347 Cubic Meter per bag by weight. The rate quoted should correspond to this method of reckoning. In case of ordinary/controlled concrete, if cement is found short, the shortage/shortages will be made good by the contractor at his cost.
16. ANNEXURE FOR R.C.C. PIPE PROCUREMENT: The R.C.C. pipes required for the work shall be procured from the MISSIDC only. The payment towards providing and fixing NP2 / NP3 / NP4 pipes will be released only after the contractor submits the bill of MISSIDC to authenticate that the pipes have been purchased from the MISSIDC. No payment towards the item of providing and laying of the pipe will be released in absence of the submission of the requisite document. After completion of these items in the particular kilometer the withheld payment will be finally released.
17. INDEMNITY: The condition regarding indemnity as defined on Page ..... At Sr.No.4 will apply mutatis mutandis in case of material brought by contractor at the site for the execution of the work being executed under this contract.
18. In case the material brought by the Contractor become surplus owing to the change in the design of the work, the material should be taken back by the Contractor at his own cost after prior permission of Project Architect.
19. All empty cement bags shall be returned by Contractor to **Department** and the **Department** shall preserve them for one year as token of proof of use of cement in proper proportion in work.

### **ARRANGEMENT OF MATERIALS**

1. The Contractor shall make his own arrangement for supply of materials including cement and steel , RCC pipes /Collars. The Contractor shall be responsible for all transportation and storage of the materials at the site and shall bear all the related costs. The Engineer shall be entitled at any time, to inspect or examine all such materials. The Contractor shall provide reasonable assistance for such inspection or examination as may be required.
2. The Contractor shall keep as accurate record of use of materials like cement and steel used in the works in a manner prescribed by the Engineer.
3. If there is any doubt regarding the material received, the same should be get tested from the Government laboratory at the cost of the Contractor, and if the results are substandard, the material or the work executed with such material will be rejected
4. The day-to-day record of the receipt /utility/ balance of material should be kept by the Contractor at plant site / site of work / store and same will be checked by the Project Architect or authorized Engineer at any time.
5. The procurement of cement/ steel etc. Should be from the authorized manufacturing company and the vouchers regarding purchase thereof shall be submitted to Project Architect.
6. The testing charges shall be entirely borne by the Contractor

### LIST OF APPROVED MAKES

**Note:**

1. The Project Architect is at liberty select any of the brands indicated below. The contractor obtains prior approval from Project Architect. In charge before placing order for any specific material may approved order any the 'Makes' or 'Brands' listed below.
2. All materials should confirm to relevant standard and codes of BIS and shall have ISI mark
3. In case of items for which approved make / vendor is not given below, the contractor shall with the prior approval of the Project Architect. In charge procure the same of the first quality and satisfy the Project Architect before use in the works.
4. In case of Contradiction between the approved makes/vendor specified below and mentioned in the Specifications /Bill of quantities. The decision of the Project Architect shall be final and binding on the Contractor.

<b>SR. NO</b>	<b>MATERIAL</b>	<b>APPROVED MANUFACTURES.</b>
1	REINFORCED STEEL	TISCO, SAIL, IICO, ISPAT INDIA LTD, Jindal , RINIL or equivalent.
2	CEMENT	ACC, Ultra tech , Manikgarh , Birla, JSW or equivalent
3	CERAMIC TILES (1st QUALITY	Johnson, Nitco , Spardeck, Nitco , Bell, Kajaria or equivalent
4	WATER PROOFING COMPOUND	Fosrock, Pidilite , Dr Fixit, BASF, Krishna Chemicals , Sunteck or equivalent
5	ALUMINIUM SECTIONS	JINDAL, HINDALCO, JINDAL LTD or equivalent.
6	GLASS	TRIVENI, SHREE VALLABH INDOSHANI, MODIFOLAT GLASS LTD or equivalent.
7	LAMINATES SHETS	FORMICA, RAMMICA, NEOLUX, DECOLAM LTD OR equivalent
8	MORTISE LOCK & LATCH	GODREJ, HARISON, KESHVRAM, RAMYUS, DHIMANI LTD or equivalent
9	ACRYLIC PLASTIC EMULSION (1* Quality )	ASIAN, BERGER, J&N. LTD, JSW, Nerolac or equivalent.
10	SYNTHETIC ENAMEL PAINT	ASIAN, BERGER, J&N. LTD or equivalent.
11	STRUCTURE PAINTS	NEROLAC, BURGER, ICL. LTD or equivalent.
12	SANITARY WARE	HINDUSTAN, NYCER, PERRY, CERA LTD or equivalent.
13	C.P. FITTING	GEM, PARDO, JAQUAR, DRIPLESS LTD or equivalent.
14	SOIL & WASTE PIPE	RIF BIC, NECO CENTRI (CONFORMING TO IS-3839) LTD or equivalent.
15	GUN METAL VALVES	LEADER ENGG KIRLOSKAR GG LTD or equivalent.
16	FLUSH VALUE	JAQUAR, KINSTON, SHREE VALLAB or

		equivalent.
17	CISTERN	NOMOS, HINDUSTAN or equivalent.
18	C.I. SLUISE VALVE	KIRLOSKAR, INDIAN VALVE, LEADER, BURN or equivalent.
19	G.I. FITTING 1ST QUALITY	ZENITH, TATA, R.M. ENGG. WORKS or equivalent.
20	P.V.C. FITTINGS	FINOLEX, JAN OR EQUIVALANT GRADE
21	ANTISTATIC FLOORCOATING	INARCO, PVC WONDER FLOOR, ARMSTRON or equivalent.
22	CONCRETE ADMIXTURES	FOSCROC, PIDLITE or equivalent.
23	CORROSION INHBITORS	CORTEC CORPORATION, ACURD ORGANICS, RIMPRO INDIA or equivalent.
24	SUPER PLASTICIZER	PERMA CONSTRUCTION, AIDS, TECHNOTRADE ASSOCIATES, CONSTRUCTION INDIA PVT. LTD., or equivalent.

In addition to the condition of contract described before, following General Condition shall also become part of this bid document and will later become part of the contract.

## ADDITIONAL GENERAL CONDITIONS

### 1. COMPETANCY OF TENDERER:

The work will be awarded only to those contractors who are considered to be substantially responsive bidders, capable of performing the class of work to be completed. Before passing the final award any or all bidders may have to show that they have the necessary experience, facilities, ability and financial resources to execute the work in satisfactory manner and also within the stipulated time.

### 2. PAYMENTS:

The tenderer's must understand clearly that the rates quoted are for completed work and include all costs due to labor, all leads and lifts involved and if further necessitated, scaffolding plant, supervision, service works, power, royalties, octroi taxes etc. and to include all to cover the cost of lighting on night work if any and round the clock work as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained and the tenderer shall not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether member in the employment of any Public Works Department or not) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of the tender.

### 3. INDEMNITY :

The Contractor shall indemnify the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the contractor in execution of or in connection with the work of this contract and against any loss or damage to the Government in consequence to any action or suit being brought against the Contractor for anything done or committed to be done during the execution of this contract.

The Government may at its discretion and entirely at the cost of the contractor defend such suit, either jointly with the Contractor or single in case the latter chooses not to defend the case.

### 4. ACCEPTANCE :

Intimation of acceptance of tender will be given by a telegram or a letter sent by Registered Post to the address given below the signature of the tenderer in the tenders. The tenders which do not fulfill any of the above conditions or those in the form and which are incomplete in any respect shall be liable for rejection.

### 5. PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR TO PREVENT ACCIDENT :

- i) No live electric lines should be allowed to run along the ground in the blasting zone and

they should be at least about 10 ft. above ground if not more.

- ii) The wiring cable should not be taken near the live electric line and it should be preferably shot firing cable as supplied by the supplier of explosives. If such a cable is not available a substitute cable recommended by the explosive suppliers should only be used. Under no circumstances should cable made up of several pieces jointed and tapped be used.
- iii) The blasting shed from where the exploder is to finally operated should be at least 150 meter away from the area to be blasted. It should have a strong roof which can with stand the impact of flying stones at this range.
- iv) Only trained hands should be allowed to handle explosives, cable detonators etc.

## **6. CONTRACTOR TO INFORM HIMSELF FULLY:**

**5.1.** The contractors shall be deemed to have carefully examined the work and site conditions including labor, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information to the best of the knowledge of Department but without any guarantee about it.

If he shall have any doubt as to the meaning of any portion of these general conditions or the special condition, to the scope of working of the specifications and drawings or any other matter concerning the contract, he shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the Engineer in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided in accordance with tender conditions in the absence of such authentic pre-clarification.

## **5.2. ERROR, OMISSIONS AND DISCREPANCIES:**

- A.** In case of errors, omissions and /or disagreement between written and scaled dimensions in the drawing or between the drawings and specifications etc., The following order of preference shall apply.
  - a. Between actual scaled and written dimensions or descriptions on a drawing, the latter shall be adopted.
  - b. Between the written or shown description of dimensions in the drawing and corresponding one in the specifications, the latter shall apply.
  - c. Between the quantities shown in schedule of quantities and those arrived at from the drawings, the latter shall be preferred.
- B.** In all cases of omission and / or doubts of discrepancies in the dimensions or description of any item or specifications, a reference shall be made to the Engineer, whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held

responsible for any errors that may occur in the work through lack of such reference and precaution.

### **5.3. WORKING METHODS AND PROGRESS SCHEDULES :**

- A. The Contractor shall submit within the time stipulated by the Project Architect in writing the details of actual methods that would be adopted by the Contractor for the execution of any item as required by Engineer at each of the location, supported by necessary detailed drawing and sketches including those of the plant and machinery that would be used, their locations, arrangement for conveying and handling materials etc. and obtain prior approval of the Project Architect well in advance of starting of such item of work. The Project Architect reserves the right to suggest modifications or make corrections in the method proposed by the contractor, whether accepted previously or not, at any stage of the work to obtain the desired accuracy, quality and progress which shall be binding on the contractor. No claim on account of such change in method of execution will be entertained by Government so long as specifications of the item remain unaltered. The full responsibility for the safety and adequacy of the methods adopted by the contractor shall however, rest on the contractor, irrespective of any approved given by the Engineer.

In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approved of the Engineer to the revised programme.

#### **PROGRESS SCHEDULE**

- B. The Contractor shall furnish within the period stipulated in writing by the Project Architect of the order to start the work, progress schedule using PERT/CPM technique in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and anticipated completion date of each major item of work to be done by him, also indicating and setting up materials, plants and machinery. The schedule is to be such as is practicable of achievement towards the completion of the whole work in the time limit and of the particular items, if any on the due date specified in the contract and shall have the approval of the Project Architect. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed schedule or schedules in weekly form, for any item or items, in any case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for.
- C. The Contractor shall employ sufficient plant, equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours restricted to one shift a day for operations to be done under the Government supervision shall be such as may be approved by the Project Architect. They shall not be varied without the prior approval of the Engineer. Night work requiring supervision shall not be permitted except when specifically allowed by Engineer on each item, if requested by Contractor. The Contractor shall provide necessary

lighting arrangements etc. for night work as directed by the Engineer without extra cost to Government.

Further, the contractor shall submit the progress of work in prescribed forms and charts etc. at periodical intervals, as may be specified by the Project Architect. Schedule shall be in the form of progress charts, forms, progress statement and/or reports as may be approved by the Engineer. The contractor shall maintain proforma, charts, details regarding machinery, equipment, labor, materials, personnel etc. as may be specified by the Engineer and submit periodical returns thereof as may be specified by the Project Architect.

**D. CONSTRUCTION EQUIPMENT AND LOCATION:**

The Contractor shall be required to give a trial run of the equipment's for establishing, their capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer before commencement of the work. All equipment provided shall be of proven efficiency and shall be operated and maintained at all times, in a manner acceptable to the Engineer and no equipment or personnel will be removed from site without permission of the Engineer.

The contractor shall maintain proforma, charts, details regarding machinery, equipment, labor, materials, personnel etc. As may be specified by the Engineer and submit periodical returns thereof as may be specified by the Project Architect.

**E. PRIORITIES OF WORKS TO BE EXECUTED:**

Priorities for items to be executed shall be determined periodically keeping in view of the final time limit allowed for the work and all the time schedule fixed for intermediate stages of work.

**F. Revised Programme of Work in case of slippage:**

In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up slippage within the stipulated time schedule and obtain the approval of the Project Architect to the revised programme.

**G. Action in case disproportionate progress:**

In case of extremely poor progress of the work or any item at any stages of work which in the opinion of the Project Architect cannot be made good by the Contractor considering his available resources, the Project Architect will get it accelerated to make up the lost time through any other agency, and recover the additional cost incurred, If any, in getting the work done from the Contractor after informing him about the action envisaged by him.

**5.4. TREASURE TROVE :**

In the event of discovery by the Contractor or his employees, during the progress of the works of any treasure, fossils, minerals or any other articles or value of interest, the Contractor shall give immediate intimation thereof to the Engineer such treasure of things which shall be the property of the Government.



## **5.5. QUARRIES :**

- 5.5.1.** The Contractor (s) shall have to arrange himself / themselves to procure the quarry. However necessary assistance without any extra cost to Government will be rendered by the Department for procuring the quarries if required by the Contractor.
- 5.5.2.** The quarrying operation shall be carried out by the Contractor with proper equipment such as compressor, jack-hammers, drill bits, explosives etc. and sufficient numbers of workmen shall be employed so as to get the required out-turn.
- 5.5.3.** The Contractor shall carry out the works in the quarries in conformity with all the rules and regulations already laid down or that may be laid down from time to time by the Government. Any cost incurred by the Government due to noncompliance of any rules or regulations or due to damages by the Contractor shall be the responsibility of the Contractor. The Project Architect or his representative shall be given full facility by the Contractor for inspection at all times of the working of the quarry, records maintained, the stocks of the explosives and detonators etc.  
So as to enable him to check that the working records and storage are all in accordance with the relevant rules. The Project Architect or his representative shall at any times be allowed to inspect the work, building and equipment at the quarters.
- 5.5.4.** The Contractor shall maintain at his own cost the books, registers etc. required to be maintained under the relevant rules and regulations and as directed by the Project Architect. These books shall be open for inspection at all times by the Project Architect or his representative and the Contractor shall furnish the copies or extract of books or registers as and when required.
- 5.5.5.** All quarrying operations shall be carried out by the Contractor in organized and expeditious manner, systematically and with proper planning. The Contractor shall engage licensed blasters and adopt electric blasting and / or any other approved method which would ensure complete safety to all the men engaged in the quarry and its surroundings. The Contractor shall himself provide suitable magazines and arrange to procure and store explosives etc. as required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance from the Chief Inspector of Explosives and the Rules and Regulations in this connection as laid down by the Chief Inspector of Explosives from time to time shall be strictly adhered to by the Contractor. It is generally experienced that it takes time to obtain the necessary license for blasting and license for storage of materials from the concerned authorities. The Contractor must therefore, take timely advance action for procuring all such licenses so that the work progress may not be hampered.
- 5.5.6.** The approaches to the quarrying place from the existing public roads shall have to be arranged by the Contractor at his own cost and the approaches shall be maintained by the Contractor at his own cost till the work is over.

- 5.5.7.** The Quarrying operations shall be carried out by the Contractor to the entire satisfaction of the Project Architect and the development of the quarry shall be made efficiently so as to avoid wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone which is in the opinion of the Project Architect, not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown at the Contractor's cost.
- 5.5.8.** Since all stones quarried from Government quarry (if made available) by the Contractor including the excavated over burden are the property of the Government, no stones or earth shall be supplied by Contractor to any other agencies or works and are not allowed to be taken away for any other works. All such surplus quarried materials not required for work under this contract shall be the property of the Government and shall be handed over by the Contractor to the Government free of cost at the quarry site duly heaped at the spots indicated by the Project Architect
- 5.5.9.** Quarrying permission will have to be directly obtained by the Contractor, from the Collector of the District concerned for which purpose the Department will render necessary assistance. All quarry fees, royalty charges, Octroi duties, ground rent for staking material etc. if any to be paid, shall be paid directly by the contractor as per prevailing rules in force.
- 5.5.10.** The Contractor will be permitted to erect structures such as stores, office, huts for the labors at his own risk and cost at the quarry site, if suitable vacant space in Government area is available for the purpose at places approved by the Project Architect. On completion of the work the Contractor shall remove all the structures erected by him and restore the site to its original condition.
- 5.5.11.** The Contractor shall not use any land in the quarry for cultivation or for any other purpose except, that required for breaking or stacking or transporting stones.
- 5.5.12.** The rates in the tender include all incidental charges such as opening of a new quarry, opening out a new portion in an existing quarry, removing top soil and the unsuitable material, dewatering a quarry, cost of blasting powder and fuse, lift, lead, repairs to existing carttracks, making new cart tracks, control charges, Central/State Government or Municipal taxes, Local Boards, Cess, etc.

## **5.6. COLLECTION OF MATERIALS:-**

- 5.6.1.** Where suitable and approved Department's quarries exist the Contractor or piece worker will be allowed if otherwise there is no objection to obtain the materials to the extent required for the work from the quarry. He will be, however, liable to pay compensation, if any damage caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labor. The Contractor shall pay necessary royalty in

advance and claim refund according to rules, if admissible and shall submit detailed accounts of materials quarried as directed.

- 5.6.2.** Where no suitable Department's quarries exist or when the quantity of the material required cannot be obtained from a Department Quarry, the Contractor or piece worker shall make his own arrangements to obtain the material from existing or a new quarry in Government waste land, private land or land belonging to other States or Talukas etc. After opening the quarry but before starting collection, the quarry shall be got approved from the Project Architect or his representatives. The Contractor or piece worker shall pay all royally charges, compensation etc. No claims or responsibility on account of any of obstructions caused to execution of the work by difficulties arising out of private owners of the land will be entertained.
- 5.6.3.** The rates in the tender, include all incidental charges such as opening of a new quarry, opening out a new portion in an existing quarry, removing top soil and the unsuitable material, dewatering, quarry, cost of blasting powder and fuse, lift and lead, repairs to existing cart tracks, making new cart tracks, control charges, Central/State Government or Municipal Taxes, etc.
- 5.6.4.** The rates in the tender are for the delivery of the approved material on work site, properly stacked at the places specified by the Project Architect and are inclusive of conveyance charges in respect of the leads and lifts. No claims on account of changes in lead will be entertained.
- 5.6.5.** No material shall be removed from the land within the road boundary or from the land touching it without the written permission of the Project Architect or his authorized agent. If any material is unauthorisely obtained from such places, the Contractor or piece worker shall have to make good the damages and pay such compensation, in addition as may be decided by the Chief manager/Project Architect and will have to stop further collection.
- 5.6.6.** Any material that falls on any DEPARTMENT. Road from the cart etc. during conveyance shall be immediately picked up and removed by the Contractor or piece worker, failing which it will be got removed departmentally at his cost. No heap shall be left prior to stacking even temporarily on the road surface or in any way so as to cause any obstruction or danger to the traffic. The Contractor or the piece worker shall be liable to pay for any claims of compensation etc. arising out of any accident, etc. Any such materials causing obstruction or danger etc. will be got removed departmentally at his cost and no claim for any loss or damage to the material, thus removed will be entertained. The Contractor shall also be responsible for the damage or accident etc. Arising out of any material that falls on the road or track, not in charge of the Department and shall attend to any complaints which may be received.
- 5.6.7.** The materials shall not be stacked in place where it is liable to be damaged or lost due to

traffic passing over it, to be washed away by rain or floods, to be buried under the landslides etc. or the slip down an embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained.

#### **6.7 AGENT AND WORK ORDER BOOKS :-**

The contractor shall himself engaged an authorized all time agent on the work capable of managing and guiding the work and understand the specifications and contract condition. A qualified and experienced, Engineer shall be employed by the contractor as his agent for technical matters in case the Project Architect considers this as essential for the work and so directs contractors. He will take orders as will be given by the Project Architect or his representative and shall be responsible for carrying them out.

This agent shall not be changed without prior intimation to the Chief manager/Project Architect and his representative on the work site. The Project Architect have the unquestionable right to ask for change in the quality and strength of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Project Architect.

A work order book shall be maintained on site and it shall be the property of the Government and the contractor shall promptly sign orders given therein by the Project Architect or his representative and his superior officers and comply with them. The compliance shall be reported by the Contractor to the Engineer in good time so that it can be checked. The blank work order with machine numbered pages will be provided by the Department free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

#### **6.8 INITIAL MEASUREMENTS FOR RECORD:-**

Where for proper measurement of work, it is necessary to have initial set of levels or other measurements taken, the same as recorded in the authorized field book or measurement book of Government by the Project Architect or his authorized representative will be signed by the Contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the Contractor to get such levels etc. recorded before starting the work will render him liable to accept the decision of the Engineer as to the basis of taking measurements. Like-wise the Contractor will not cover any work which will render its subsequent measurements difficult or impossible without first getting the same jointly measured by himself and the authorized representative of the Project Architect. The record of such measurements on the Government side will be signed by the Contractor and he will be entitled to have a true copy of the same made at his cost.

#### **6.9 HANDING OVER OF WORK :-**

All the works and materials before finally taken over by Government it will be the entire liability of the Contractor to guard, maintain and make good any damage of any magnitude.

Interim payments made for such work will not alter this position. The handing over by the Contractor and taking over by the Project Architect or his authorized representative will be always in writing copies of which will go to the Project Architect or his authorized representative and the Contractor. It is however, understood that before taking over such work, Government will not put it into regular use as distinct from casual or incidental one expects as specifically mentioned elsewhere in this contract, or as mutually agreed to.

**6.10 ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC :**

The Project Architect on a written request by Contractor will, if in his opinion the request is reasonable and in the interest of work and its progress, assist the Contractor in securing, the priorities for deliveries, transport, permits for controlled materials etc. where such are needed. The Department will not however be responsible for the non-availability of such facilities or delays on this behalf and no claims on account of such failure of delays shall be allowed by the Department.

The Contractor shall have to make his own arrangement for machinery required for the work. However if the same is conveniently available with the Department it may be spared as per the rules in force on recovery of necessary Security Deposit and rent at the rate approved from time to time by the independent agreement to this contract and the supply or non supply of machinery shall not form a ground for any claim or extension of time for this work.

**7. SAMPLES AND TESTING OF MATERIALS:**

- i) All materials to be used on work, such as cement, lime, aggregates, stone, asphalt, etc. shall be got approved in advance from the Project Architect and shall pass the tests and analysis required by him, which will be :
  - a) As specified in the specifications of the items concerned and / or
  - b) Red book
  - c) As specified by the Indian Road Congress Standard Specification and code of practice for Road and Bridges or
  - d) I.S.I. Specifications (whichever and wherever applicable) or
  - e) Such recognized specifications acceptable to the Project Architect as equivalent there to or in the absence of such authorized specifications
  - f) Such requirements test and/or analysis as may be specified by the Project Architect in the order of procedure given above.
- ii) The Contractor shall at his risk and cost make all arrangement and/or shall provide for all such facilities as the Project Architect may require for collecting, preparing required number of samples for test or analysis at such time and to such places as may be directed by Project Architect and bear all such charges, such samples shall also be deposited with Project Architect.

- iii) The Contractor shall as and when required submit at his cost the samples of materials to be tested or analyzed and if, so directed, shall not make use of or incorporate in the work any material represented by the samples until the required test or analysis have been made and after the test of the materials, finally accepted by the Project Architect.
- iv) The contractor shall not be eligible for any claim or compensation either rising out of any delay in the work or due to any corrective measure required to be taken on account of and as a result of testing of the materials.
- v) The contractor or his authorized representative will be allowed to remain present in the Department laboratory which testing the samples furnished by him. However the results of all the tests carried out in the Departmental laboratory whether in the presence or in absence of the contractor or his authorized representative will be binding on the contractor.
- vi) **Quality Control Tests: -** The contractor shall at his own cost set up Laboratory at site of work to carry out the testing of materials which are to be used for the work. This laboratory shall be approved by the Project Architect. The testing shall be done as per frequencies mentioned in the specification/additional specification of each item of Schedule 'B'. The 30% of the required test included in Annexure 'A' (on Page No. 106-108) shall be carried out in Vigilance and Quality Control Laboratory or any approved Government Institutions at the cost of contractor and balance 70 % in the site laboratory. The test which are not included in Annexure 'A' , 50 % test shall be carried out each in Vigilance and Quality Control laboratory and site laboratory. The frequency of testing of construction materials is mentioned in Annexure-B ( on Page No. 106-110).  
**If field laboratory is not established by the contractor, 70 % of the required tests shall be carried out in approved NABL laboratory at his own costs.**
- vii) In case of material procured by the contractor, testing as required by the Codes and Specifications shall be arranged by him at his own cost. Testing shall be done in the presence of authorized representative of the Project Architect, at the nearest approved laboratory. If additional testing other than as required by specification is ordered, the testing charges shall be borne by the Department, in case the test results are satisfactory and by the contractor if the same are not satisfactory.
- viii) In case of materials specified by the Government, if the contractor demands certain testing, the charges thereof shall be paid by the contractor if the testing results are satisfactory and the Department if the same are not satisfactory.
- ix) Contractor shall have testing machinery/apparatus in his possession as mentioned on Page 134-135.
- x) It is mandatory on the part of Contractor to carry out all the required tests of various construction materials as mentioned in Schedule-'B' of the Tender.  
If the contractor fails to submit required Test Results of the various construction

materials as mentioned in the items of Schedule-'B', he will be liable to deposit the amount at penal rate of five times of the amount of particular test which he has not carried out. Contractor will be informed by the Project Architect by letter. On receipt of letter, contractor will have to either deposit the said amount or to carry out the required test within 10 days. If he again failed to carry out the required tests in stipulated time limit, the said tests will be carried out by the department and total expenditure incurred on the testing charges plus five times amount of testing charges will be recovered from the Contractor's bill.

As this recovery is only due to the negligence on the part of contractor to carry out work as per Tender Conditions and Project Architect decision will be final and binding on the Contractor and it cannot be challenged by the Contractor by way of Appeal, Arbitration or in the Court of Law.

- xi) Test shall be carried out at approved Government Laboratories or Government institutions as directed by Project Architect and all testing charges shall be borne by the Contractor.
- xii) 15 % of the rate of the item involving the material shall be withheld and shall be released only after the receipt of the satisfactory test result wherever specified. Routine test shall mean testing of aggregate for gradation, flakiness index, impact, value and binder content. All other tests shall be carried out by the contractor at his own cost. However the cost of testing of material as directed by Project Architect for approving a particular material as laid down in paragraph 7 (ii) to (vi) will have to be borne by the contractor.

#### **7.1 QUALITY CONTROL ON WORKS AND MATERIALS :**

The Contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate set up for ensuring the same. This shall include establishing field laboratory for testing required for works. The laboratory shall be equipped with the equipment's and apparatus required for the testing. The list of various equipment's/apparatus is enclosed on **Page 106-110** for information and guidance of the Contractor. These equipment's shall be in working condition. The Project Architect of the work will verify these equipment's in the laboratory at site. The work shall not be started unless and until the laboratory is equipped with equipment's. (Ref. **Page 106-110** ). **If the field laboratory is not established before starting on Concrete items, Rs. 10 Lakh will be withheld from the next immediate RA bill and field tests of construction material (70 % of the tests required as per frequency) shall be carried out in NABL approved laboratory at his own risks and costs. The withheld amount will be released after establishment of field laboratory.** If the laboratory is not established by the contractor, the amount kept in deposit will be forfeited.

## 7.2 **CO-ORDINATION :**

When several agencies for different sub-works of the project are to work simultaneously on the project site, there must be full coordination between the contractors to ensure timely completion of the whole project smoothly. The scheduled dates for completion specified in each contract shall therefore, be strictly adhered to. Each contractor may make his independent arrangements for water, power, housing etc. if they so desire. On the other hand the Contractor are at liberty to come to mutual agreement in this behalf and make joint arrangements with the approval of the Project Architect . No Contractor shall take or cause to be taken any steps or action that may cause disruption, discontent, or disturbance of work, labour or arrangement etc. of the contractor in the project localities. Any action by any Contractor which the Project Architect in his unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract conditions and shall be dealt-with accordingly.

In case of any dispute of disagreement between the Contractors, the Project Architect's decision regarding the co-ordination, co-operation and facilities to be provided by any of the Contractor shall be final and binding on the contractors concerned and such a decision shall not vitiate any contract nor absolve the Contractor of his obligations under the contract nor consider from the grounds for any claim or compensation.

## 7.3 **TEMPORARY QUARTER AND SITE OFFICE**

- i. The Contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangements for housing such staff with all necessary amenities. General layout plan for such structures shall be got approved from the Project Architect. It will be the responsibility of the Contractor to get his lay out plan of temporary structure approved from the local competent authority.
- ii. The contractor shall provide furnish, maintain and remove on completion of the work; a suitable office on the work site for the use of Project Architect or his representative. The covered area exclusive of verandah should not be less than 40.00 sqm. It may have brick walls and asbestos or corrugated iron roof, paved floor should be 45 cm. above ground level. He should provide latrines, urinals and keep them clean daily. This will be supposed to be included in his offer.
- iii. If the site office is not established before starting on Concrete items, Rs. 5 lakh will be withheld from the next immediate RA bill and will be released after establishment of field laboratory. If the laboratory is not established by the contractor, the amount kept in deposit will be forfeited.

## 7.4 **PATENTED DEVICES, MATERIALS AND PROCESSES :**

When the Contractor desires to use any designed device, materials or process covered by



letter of patent or copy right, the right for such use should be secured by suitable legal arrangement and agreement with patent owner and a copy of their agreement shall be filed with the Project Architect if so desired by the latter.

## **7.5 WATER SUPPLY :**

Availability of adequate water for works and sources thereof shall be confirmed by the Contractor before submitting the tender.

The Contractor shall make his own arrangements at his own cost for entering into contract with concerned authorities for obtaining the connection and carry the water upto the work site as required by him. The location of the pipe line with respect to the road shall be decided by Project Architect and shall be binding on the Contractor.

The Contractor is advised to provide water storage tank of adequate capacity to take care of possible shutdown of water supply system.

The Contractor shall have to supply water required by the Department for its establishment at work site. The water consumed by the Department will be metered. For providing the meter permission, if necessary will be arranged by the Department. Charges for the water consumed by the Department will be paid to the Contractor at the rates of 125% of the recurring costs or actually charged to him by concerned authorities and no other charges would be payable by the Department.

## **7.6 ELECTRICITY :**

The Contractor will have to make his own arrangement at his own cost for obtaining or providing electric supply at work site.

Electrical supply for the Departments use at work site shall be provided by the contractor. No charges would be payable by the Department.

## **8. SAFETY MEASURES AND AMENITIES :**

### **8.1 SAFETY MEASURES :**

The Contractor shall take all necessary precautions for the safety of the workers and preserving their health while working on such job as require special protection and precautions wherever required. The following are some of the requirements listed, through not exhaustive. The contractor shall also comply with the directions issued by the Project Architect in this behalf from time to time and at all times.

- 1) Providing protective foot-wear to workers, in situations like mixing and placing of mortar or concrete, in quarries and place where the work is to be done under too much wet conditions as also for movements over surfaces infected with oyster growth etc.
- 2) Providing protective head wear to workers, working in quarries etc. to protect them against accidental fall of materials from above.
- 3) Taking such normal precautions like providing hand rails to the edges of the floating platform or barges, not allowing nails or metal parts or useless timber to spread around etc.

## 8.2 **AMENITIES :**

- 1) Supporting workmen with proper belts, ropes etc. when working on any masts, cranes, grabs, hoist, dredger etc.
- 2) Taking necessary steps towards training the workers concerned of the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working
- 3) Avoiding bare live-wires etc. as would electrocute workers.
- 4) Making all platforms, stagings and temporary structures sufficiently strong and not causing the workmen and supervisory staff to take undue risks.
- 5) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocation, drowning and other injuries.
- 6) Providing full length gum boots, leather hand gloves, leather jackets with fireproof aprons to cover the chest and black reaching upto knees plain goggles for the eyes to the labour working with hot asphalt handling vibrators in cement concrete and also where use of any or all these items is, essential in the interest of health and well being of the labourers in the opinion of the Engineer.

## 8.3 **EXPLOSIVE :**

The Contractor shall at his own expense construct and maintain proper magazines, if such are required for the storage of explosives for use in connection with the work and such magazines, being situated constructed and maintained in accordance with the Government Rules applicable in that behalf. The Contractor shall at his own expenses obtain such license or licenses as may be necessary for storing and using explosives. Notwithstanding that the location etc. or storage of explosives are approved by the Project Architect, the Government, shall not bear any responsibility whatsoever in connection with the storage and use of explosives on the site or any accident or occurrence what-so-ever in connection, therewith, all operations of the Contractor in or for which explosives employed being at the risk of contractor and upon his sole responsibility and the Contractor hereby gives to Government an absolute indemnity in respect thereof.

## 8.4 **DAMAGE BY FLOODS OR ACCIDENTS :-**

The contractor shall take all precautions against damage by floods or from accident etc. No compensation will be allowed to the Contractor on this account or for correcting and repairing any such damage to the work during construction The Contractor shall be liable to make good at his cost any plant or materials belonging to the Government lost or damaged by floods or from any other cause while is in his charge.

## 8.5 **RELATION WITH PUBLIC AUTHORITIES:**

The Contractor shall comply with all rules, regulations, bye-laws and directions given from

time to time by any local or public authority in connection with this work and shall himself pay all charges which are leviable on him without any extra cost to the Government.

#### **8.6 POLICE PROTECTION:**

For the Special Protection of camp of the Contractor's works, the Department will help the Contractor as far as possible to arrange for such protection with the concerned authorities, if so required by the contractor in writing. The full cost of such protection shall be borne by the Contractor.

#### **8.7 MEDICAL AND SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR**

- a) The Contractor shall provide an adequate supply of pure and wholesome water for the use of labourers on work and in camps.
- b) The Contractor shall construct trench or semipermanent latrines for the use of the Labours. Separate latrines shall be provided for men and women.
- c) The Contractor shall build sufficient number of huts on a suitable plot of land for use of the labourers according to the following specifications :-
  1. Huts with Bamboo's and Grass may be constructed.
  2. A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with tress, shall be chosen wherever it is available. The neighborhood of tank, jungle, trees or wood should be particularly avoided, Camps should not be established close to large cutting of earth work.
  3. The lines of huts shall have open space of at least ten metre between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
  4. There should be no over crowding. Floor space at the rate of 3 Sq. metre per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
  5. The Contractor must find his own land and if he wants Government land, he should apply for it. Assessment for it, if demanded will be payable by Contractor. However the Department does not bind itself for making available the required land.
- a) The Contractor shall construct a sufficient number of bathing places, Washing places should also be provided for the purpose of washing cloths.
- b) The Contractor shall engage a Medical Officer with a travelling dispensary for a Camp containing 500 or more persons if there is no Government or other private dispensary situated with 8 Kms. from the camp. In case of emergency the Contractor shall arrange a this cost of transport for quick medical help to his sick worker.
- c) The Contractor shall provide the necessary staff for effecting satisfactory conservancy and cleanliness of the camp to the satisfaction of the Project Architect. Atleast one sweeper per 200 persons should be engaged.
- d) The Assistant Director of Public Health shall be consulted before opening a labour camp and his instruction on matters such as water supply, sanitary conveniences, the camp site accommodation

and food supply shall be followed by the Contractor.

- e) The Contractor shall make arrangements for all antimalarial measures to provided for the labours employed on the work. The antimalarial measures shall be provided as directed by the Assistant Director of Public Health.
- f) The anti-malaria and other health measures shall be as directed by the Joint-Director (Malaria and Filaria) Health Services, Pune.
- g) Contractor shall see that mosquitogenic condition are not created so as to keep vector populations to minimum level.
- h) Contractor shall carry out anti-malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director, (M & F) of Health Services Pune.
- i) In case of default in carrying out prescribed antimalaria measures resulting in increase in Malaria incidence, contractor shall be liable to pay to Government the amount spent by Government on anti-malaria measure to control the situation in addition to fine.
- j) The Contractor shall make sufficient arrangements for draining away the surface and sullage water as well as water coming from the bathing and washing places and shall dispose off this waste water in such way as not to cause any nuisance. He shall also keep the premise clean by employing sufficient number of sweepers.
- k) The Contractor shall comply with all rules, regulation bye-law and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to Government.
- l) In addition to above all provisions of the relevant labour act pertaining to basic amenities to be provided to the labourer shall be applicable which will be arranged by the Contractor.

## **9. MISCELLANEOUS:**

- 9.1 For providing electric wiring or water lines etc. recesses shall be provided if necessary through walls, slabs, beams etc. and later on refilled it with bricks or stones, chipping cement mortar without any extra cost.
- 9.2 In case it becomes necessary for the due fulfillment of contract for the Contractor to occupy land outside the Department limits, the Contractor will have to make his own arrangements with the land owners and pay such rents, if any, are payable as mutually agreed between them.
- 9.3 The Contractor shall duly comply with the provision of the Apprentices Act 1961 (iii of 1961) and the rules and orders made thereunder from time to time under the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and Rules.
- 9.4 It is presumed that the Contractor has gone carefully through the Standard Specification (Vol. I & II 1981 Edition) M.O.R.T. & H specifications (edition 2013) and Schedule of Rate of the

division, and studied the site conditions before arriving at rates quoted by him. The special provisions and detailed specification of wording of any item shall gain precedence over the corresponding contrary provisions (if any) in the standard specification given without reproducing the details in contract. Decision of Project Architect shall be final in case of interpretation of specification.

**9.5** If the standard specifications fall short for the items quoted in the schedule of this contract reference shall be made to the latest Indian Standard specifications, I.R.C. codes. If any of items of this contract do not fall in reference quoted above, the decision and specifications as directed by the Project Architect shall be final.

**9.6** The stacking and storage of building materials at site shall be in such a manner as to prevent deterioration or inclusion of foreign materials and to ensure the preservation of the quantity, properties and fitness of the work. Suitable precautions shall be taken by Contractor to protect the materials against atmospheric action fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil, heavy materials shall be stored on paved platforms. Suitable separating barricades and enclosure as directed shall be provided to separate materials brought by contractor and from different sources of supply.

## **10. DEFINITIONS:**

Unless excluding by or repugnant to the context :-

- a) The expression "Central Bank of India" as used in the tender documents shall mean the IEM Shri. Trivikram Nath Tiwari officer of the Central Bank of India
- b) The expression IEM as used anywhere in the tender papers shall mean officer Shri. Trivikram Nath Tiwari, for the time being of the Central Bank of India who is designated as such.
- c) The expression Project Architect as used in the tender papers shall mean the officer of Project Architect rank (by whatever designation he may be known) under whose control the work lies for the time being.
- d) The expression Project Architect as used in the tender papers shall mean the Project Architect of the work.
- e) The expression "Contractor" as used in the tender papers shall mean the successful tenderer that is the tenderer whose tender has been accepted, and who has been authorised to proceed with the work.
- f) The expression "Contract" as used in the tender papers shall mean the deed of contract together with or its original accompaniment and those later incorporated in it by mutual consent.
- g) The expression "Plant" as used in the tender papers shall mean very temporary and necessary means necessary or considered necessary by the Project Architect to execute,

construct, complete and maintain the works and used in altered, modified, substituted and additional works ordered in the time and in the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used therefor.

- h) The expression "Department" as used in the tender papers shall mean IEM Shri. Trivikram Nath Tiwari officer of Central Bank of India.
- i) **"Drawing"** shall mean the drawings referred to in the specifications and any modifications of such drawings approved in writing by Project Architect and such other drawings as may from time to time be furnished or approved in writing by the Project Architect.
- j) **"Project Architect's representative"** shall mean an assistant of the Engineer notified in writing to the contractor by the Project Architect.
- k) **"Provisional items"** shall mean items for which approximate quantities have been included in the tender documents.
- l) The **"Site"** shall mean the lands and/or other places, on, under in or through which the work is to be executed under the contract including any other lands or places which may be allotted by Government or used for the purpose of contract.
- m) The **"work"** shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra, additional, altered or substituted works as required for performance of the contract.
- n) The **"Contract sum"** shall mean the sum for which the tender is accepted.
- o) The **"Accepting Authority"** shall mean the officer competent to accept the tender.
- p) The **"Day"** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that day.
- q) **"Temporary works"** shall mean all temporary works of every kind required in or about the execution, completion, or maintenance of the works.
- r) **"Urgent works"** shall mean any measure which, in the opinion of the Project Architect, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.
- s) The expression **"Latest Valid Certificate"** as used in the e-tender papers shall mean certificate issued during the last financial year or certificate issued during the current financial year of the tender opening as per e-tender system.
- t) Where the context so requires, words importing the singular only also include the plural and vice versa.

Heading and marginal notes, if any, to the general conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction

thereof of the contract.

**11. TESTING ETC. :**

The Contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate setup for ensuring the same. This shall include establishing field laboratory for testing required for concrete works.

**12. AUTHORITIES OF THE PROJECT ARCHITECT :**

Save in so far as it is legally or physically impossible the Contractor shall execute, complete and maintain the works in strict accordance with the contract under the directions and to the entire satisfaction of the Project Architect and shall comply with and adhere strictly to the Project Architect instructions and directions on any matter (Whether mentioned in the contract or not) pertaining to this works.

The Project Architect shall decide all questions which may arise as to quality and acceptability of materials furnished and work executed, manner of execution, rate of progress of the works, interpretation of the plans and specifications and acceptability of fulfillment of the contract on the part of the Contractor . He shall determine the amount and quantity of work performed and materials furnished and his decision shall be final. In all such matters, and in any technical questions which may arise touching the contract, his decision shall be binding on the Contractor.

The Project Architect shall have the power to enforce such decisions and orders if the Contractor fails to carry them out promptly. If the Contractor fails to execute the work ordered by the Project Architect. The Project Architect may give notice to Contractor specifying a reasonable period therein and on the expiry of that period proceed to execute such work as may be deemed necessary and recover the cost thereof from the Contractor.

**12.1 AUTHORITIES OF THE PROJECT ARCHITECT'S REPRESENTATIVE**

The duties of the representative of the Project Architect are to watch and supervise the work and to test and examine any material to be used for workmanship employed in connection with the works.

**12.2** The Project Architect may from time to time, in writing delegate to his representative any of the powers and authorities vested in the Project Architect and shall furnish to the Contractor a copy of all such delegations of powers and authorities. Any written instruction or approval given by the representative of the Project Architect to the Contractor within the terms of such delegations (but not otherwise) shall bind the Contractor and the Department as though it had been given by the Project Architect, provided always as follows.

- a) Failure of the representative of the Project Architect to disapprove any work or material shall not prejudice the power of the Project Architect there after to disapprove such work or materials and to order to pulling down, removal or breaking up thereof.

- b) If the Contractor is dissatisfied with any decision of the Representative of the Project Architect. The shall be entitle to refer the matter to the Project Architect, who shall there upon confirm/reverse or vary such decision.

**13. LAY OUT OF WORK :**

Layout of the work will be done by the Contractor in consultation with the Project Architect or his representative, some permanent marks should however be established to indicate the demarcation of the structure or any component there of made to this permanent marks in measurement books and drawing signed by the contractor and the departmental officer, Responsibility regarding layout will be joint.

**14. SETTING OUT**

**14.1 BUILDING WORKS :-**

The Project Architect shall furnish the contractor with only the four corners of the works site and a level bench mark and the contractor shall set out the works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profile and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance, should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks distance marks and center line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Project Architect. The approval thereof or joining with the contractor by the Project Architect in setting out the work, shall not relive the contractor of any of his responsibilities.

Before beginning the work, the contractor shall at his own cost provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Project Architect. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable the theodolite to be set over it. No work shall be started until all these ponts are checked and approved by the Project Architect in writing but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the contractor.

On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.



**14.2 RESPONSIBILITIES FOR LEVEL AND ALIGNMENT :-**

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein, such rectifications shall be carried out by the contractor, at his own cost, when instructions are issued to that effect by the Project Architect.

**15. LEVELING INSTRUMENTS :-**

If measurements of items of the work are based on volumetric measurements calculated from levels taken before and after the construction of the item, a large number of leveling staves, tapes etc. will have to be kept available by the contractor at the site of the work for this purpose. Lack of the such leveling staves, tapes etc. in required numbers may cause delay in measurements and the work. The contractor will have therefore to keep sufficient numbers of these instruments readily available at site and in good working condition.

Contractor shall make all necessary arrangements to carry out all necessary detail surveys required as per the Specifications / Tender Conditions, during currency of work / project, and deliver desired outputs in printed / soft as instructed by Project Architect at different stages of works as instructed by the Project Architect during the currency of the project, that is from start to finish of the work/project. To carry out such surveys and deliver desired outputs in printed form / soft copy as instructed by Project Architect as mentioned above.

The Contractor shall appoint a survey agency with the approval of the Project Architect, for that, Contractor shall submit list of three survey agencies to Project Architect, along with the payment of his security deposit (as required under the clause one of the B-1 contract) . The Project Architect on receipt of such list will select one survey agency out of three and communicate it, along with the work order to contractor. Contractor should appoint survey agency as selected by the Project Architect. The survey agency shall not be changed without permission of the Project Architect. The survey agency and / or contractor shall have

- 1) Latest survey instruments and/or equipment's viz. total station, auto levels, plotter etc.
- 2) Auto CAD, non-auto CAD base software to deliver desired outputs based on survey carried out using (1) above, in printed/soft copy as instructed by Project Architect.
- 3) Necessary trained manpower to work on and deliver as (1) and (2) above

For appointing survey agency, to carry out such surveys and deliver desired outputs in printed/soft as instructed by Project Architect as mentioned above the Contractor shall not be paid separately. His offer shall be inclusive of all.

**16. STACKING AND STORAGE AND GUARDING OF MATERIALS :**

16.1 The stacking and storage of material at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the Contractor to protect the materials

against atmospheric action, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely hood of subsidence of soil, heavy materials shall be stored on paved platforms.

Suitable separating barricades and enclosures as directed shall be provided to separate materials brought by Contractor and materials issued by Government to Contractor under Schedule "A" Same applies for the material obtained from different sources of supply.

16.2 The Contractor shall at his own expense engage watchman for guarding the materials and plant and machinery and the work during day and night against any pilferage or damage and also for prohibiting trespassers.

16.3 No materials brought to the site shall be removed from the site without the prior approval of the Project Architect.

## **17. SUPERVISION AND INSPECTION OF WORKS**

The Contractor shall either himself supervise the execution of the works or shall appoint the competent agent approved by the Project Architect, to act on his behalf. If in the opinion of the Project Architect, the Contractor has himself no sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the Contractor shall at his own expenses employ as his accredited agent & qualified Engineer approved by the Project Architect. Orders given to the Contractor's agent shall be considered to have the force as if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as directed by the Project Architect, the Project Architect shall have full power to suspend the execution of the work until such date a suitable agent is appointed and the Contractor shall be responsible for the delay so caused to the works and the Contractor shall not be entitled for.

17.1 The Contractor shall inform the Project Architect in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work.

17.2 The Contractor shall provide at his cost necessary ladders and such arrangements as are considered safe by the Project Architect for proper inspection of all parts of the work.

17.3 Contractor shall extend his full co-operation and make all necessary arrangements when needed for carrying out inspection of the work or any part of the work by the local representatives, M.L.As, M.Ps and officers and dignitaries / delegates of various Government departments, local bodies, private sectors etc. No compensation shall be paid to the contractor on this account.

17.4 The work shall be carried out by the Contractor without causing damage to the existing Government property and / or private property. If any such damage are caused, the Contractor shall pay for restoration of the property to the original conditions, and any other consequent damages.

17.5 In the event of the occurrence of an accident involving serious injuries or death of any person, at site of work or quarry or at any place in connection with the work the same shall be reported in

writing within twenty four hours of the occurrence to the Project Architect and Commissioner of Workmen's compensation.

17.6 The Contractor after completion of work shall clean the site of all debris and remove all unused materials other than those supplied by the department and all plant and machinery, equipment, tools etc. belonging to him within one month from the date of completion of the work, or otherwise the same will be removed by the department at his cost or disposed off as per departmental procedure. In case the material is disposed off by the department, the sale proceeds will be credited to the Contractor's account after deducting the cost of sale incurred. However, no claim of Contractor regarding the price or amount credited will entertained afterwards.

17.7 All constructional plant, provided by the Contractor shall when brought on to the site be deemed to be exclusively intended for the construction and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another) without the consent in writing of the Project Architect who shall record the reasons for withholding the consent.

#### **18. RESTRICTIONS BECAUSE OF LOCAL TRAFFIC:**

As there is local traffic by the side of construction during construction for the building, the Contractor will have to take proper precautions such as proper barricading, fencing, lighting, information and cautionary boards for safe and smooth flow of traffic, and keeping the concerned authorities informed about the work in progress.

#### **19. COMPLETION CERTIFICATE :**

19.1 The work shall not be considered to have been completed in accordance with the terms of the contract until the Project Architect shall have certified in writing to that effect. No approval of material or workmanship or approval of part of work during the progress of execution shall bind the Project Architect or in any way prevent him from even rejecting the work which is claimed to be complete and to suspend the issue of his certificate of completion until such alteration and modifications or reconstruction have been effected at the cost of the Contractor as shall enable him to certify that the work has been completed to his satisfaction.

19.2 After the work is completed the Contractor shall give notice of such completion to the Project Architect and within 30 days of receipt of such a notice the Project Architect shall inspect the work and if there is no defect in the work shall furnish the Contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Project Architect are rectifiable he shall inform the Contractor the defects noticed. The Contractor after rectification of such defects shall then inform the Project Architect and Project Architect on his part shall inspect the work and issue the necessary completion certificate within 30 days if , the defects are rectified to his satisfaction, and if not, he shall inform the Contractor indicating defects yet to be rectified. The time cycle as above, shall continue.

19.3 In case defects noticed by the Project Architect which in his opinion are not rectifiable but otherwise work is acceptable at reduced payment, work shall be treated as completed. In such cases

completion certificate shall be issued by the Project Architect within 30 days indicating the unrectifiable defects for which reduction in payment is being made by him.

19.4 The issued of completion certificate shall not be linked up with the site clearance on completion of the work.

**20. ANCILLARY WORK :**

The Contractor shall submit to Project Architect in writing the details of all ancillary works including layout and specifications to be followed for its construction. Ancillary work shall not be taken up in hand unless approved by Project Architect. The Project Architect reserves the right to suggest modifications or make complete changes in the layout and specifications proposed by the Contractor at any stage to ensure the safety on the work site. The Contractor shall carry out all such modifications to the ancillary works at his own expenses as ordered by Project Architect.

**21 SPECIAL CONDITIONS:**

21.1 The Contractor should ensure that all safety precautions are observed by their laboures, working closed to the State Highway and while closing the State Highway precautions are taken including insurance etc., for their labour at the cost of the contractor and the contractor will bear all the expenses, compensation etc. if any accident occurs to the labour etc. No claim in this regard on whatsoever account shall be entertained and this decision of the Department will be final and conclusive.

21.2 The Contractor shall observe the rules and regulation imposed by traffic police for smooth flow of traffic on the diversion road and shall not be entitled for claims any compensation arising thereof.

21.3 In case of delay in handing over the land required for the work, due to unforeseen cause, the Contractor shall not be entitled for any compensation what-so-ever form the Government on ground that the machinery or labour was idle for certain period. Contractor may, however apply for extension of time limit which may be granted on the merit of the case.

**22. REJECTION OF MATERIALS NOT CONFORMING TO SPECIFICATIONS:**

Any stock or batch of material(s) of which sample(s) does not conform to the prescribed test and quality, shall be rejected by the Project Architect or his representative and such materials shall be removed from site by the Contractor at his own cost. Such rejected materials shall not be made acceptable by any modifications.

Materials not corresponding in character and Quality with approved samples will be rejected by the Project Architect or his representative and shall be removed from site at the Contractor's own cost.

**23. INSPECTION OF OPERATIONS :**

The Project Architect and any person authorised by him shall at all times have access to the works and to all workshops and places (including required documents) where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the

Contractor shall afford every facility for & every assistance in or in obtaining the right to such access.

**24. FIELD LABORATORY :**

The Contractor shall arrange to provide a well furnished and fully equipped field laboratory which shall be manned by adequately qualified technical staff. The laboratory shall preferably be located adjacent to the plant site and shall be provided with amenities like water supply, electric supply, toilet block etc. The list of equipment is enclosed **on Page No. 134-135**. This shall be considered as incidental to work and no separate payment whatsoever will be made for the same.

If the field laboratory is not established before starting on Concrete items, Rs.10 lakh will be withheld from the next immediate RA bill and will be released after establishment of field laboratory. If the laboratory is not established by the contractor, the amount kept in deposit will be forfeited.

**25. SUPPLY OF COLOURED RECORD PHOTOGRAPHS AND ALBUMS:**

The Contractor shall arrange to take dated post card size coloured photographs at various stages/facts of the work including interesting and novel features of the work as desired by the Project Architect and supply them in five copies each in separate albums of appropriate size. He shall also arrange for the Video Filming of important activities of the work during the currency of the contract and edit it to a video film of 60 to 180 minutes playing time.

It shall contain narration of the various activities in English/Marathi by a competent narrator. The cassette shall be of acceptable quality and the film shall be capable of producing color pictures. This shall be considered as incidental to the work and no additional payment whatsoever will be made for the same.

**26. SUPPLY OF SAFETY JACKETS TO LABOURERS/SUPERVISORS/ENGINEERS**

As a safety measure during the execution of work all labours, construction and supervisory staff shall be provided with an orange colour jacket in flouroscent blue so as to make them starkly visible from a distance even during evening hours.

**27. APPROVAL OF CONSTRUCTION MATERIALS AND CONSTRUCTION ACTIVITIES:**

Approval of all materials for the work shall be obtained in writing from Project Architect or his representative before its use in the Project.

Before taking up of any construction activity the construction work done earlier shall be got approved in writing. Any failure on this account may result in the work for which the Contractor will be solely responsible.

Materials and job mix, etc. shall be got approved in writing atleast 15 days in advanced of the commencement of the corresponding activity. The testing charges shall be borne by the Contractor .

Besides the prescribed tests and frequencies any other test of tests over the prescribed frequency shall also be carried out by the Contractor at his own cost if so directed by Project Architect or his authorised representative.

## **28. CONDITION RELATING TO INSURANCE OF CONTRACT WORK.**

Contractor shall take out necessary Insurance Policy/ (viz. Contractors All Risks Insurance Policy, Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the “Directorate of Insurance, Maharashtra State, Mumbai only its postal address for Correspondence is “264, MHADA, First Floor, Opp. Kalanagar, Bandra (East) Mumbai – 400051” ( Telephone Nos. 26590403/26590690 and Fax No. 26592461/26590403) Similarly, all workmen’s appointed to complete the contract work are required to insure under workmen’s compensation insurance policy. Insurance policy/policies taken out from any other Company will not be accepted. If any contractor has effected Insurance with any insurance company the same will not be accepted and the amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai, The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers.

## **29. DIARY :**

Contractor shall maintain, throughout the construction period, a diary in the form of a register regarding the following :-

- i) Daily presence of all categories of labours.
- ii) Daily availability and use of machinery and equipment’s on work.
- iii) Daily procurement, Consumption and balance of materials on site.
- iv) Daily record of various visiting authorities along with name of the officers visited and timing.
- v) Details of work executed per day.
- vi) The register shall be closed on daily basis and signature of Project Architect or his representative should be taken over it.

**30.** The execution of Electrical work through Joint venture or subletting shall be the responsibility of the tenderer.

## **31. ADDITIONAL TECHNICAL CONDITIONS**

**31.1** The work shall be carried out in the best workmanship like manner and in strict accordance with DEPARTMENT . hand book Volume I & II 1960. Edition supplemented by specification attached and as per Standard Specifications Book of Government of India of 1979 and as per specific order of the Project Architect or his representative from time to time.

**31.2** The orders issued by the Project Architect/ IEM (Central Bank of India) from time to time regarding construction procedure shall be binding on the contractor in addition to the specification contained in DEPARTMENT . hand book Volume I & II and book of standard specification of Department and the specifications enumerated above.

**31.3** The contractor shall submit day to day account of the materials issued to him and its use and also monthly progress and programme of work.

**31.4 a)** The concrete mix design shall be got approved from Project Architect and the mix design shall give preliminary strength of 1.33 times working strength.

**b)** The maximum size of aggregate permissible would be as per A-7 page-8 of Standard Specifications Book 1979 Edition.

**31.5** The items provided with watering for curing include continuous watering operations throughout the day including lunch hours and also during holidays. For this purpose contractor shall have to construct tank of approx. 5000 liters capacity near each building and provide necessary Booster Pumps etc. to ensure adequate curing and wetting. Hold fasts coming in contact with R.C.C. columns shall be of sizes 30 cm x 4 cm to be fitted with two rows, nails fixed properly in concrete.

**31.6** For all sand covering items, use of washed mixer sand (with sand washing machine) is obligatory. No separate claim in this regard will be entertained.

**31.7** Material testing requirement frequency and type of testing is enclosed separately. Material to be used shall be tested accordingly and cost shall be borne by contractor.

**31.8** For R.C.C. centering plywood and M.S. sheet of approved quality shall be used and adjustable props and fasteners shall be used.

**31.9** The execution of any work from external side of the building 'H' frame steel scaffolding shall be used. No separate payment for claims in this regard shall be entertained.

**31.10** The scaffolding shall not be supported on existing external walls of the building by making holes in it and also the scaffolds shall not rest on any part of the building.

## **32. MAINTENANCE**

- i. The Contractor shall maintain the Completed Work for a period mentioned in Clause No. 20 after the completion of work without any extra cost to Government irrespective of the designs, standards and specifications etc. 5% amount of the total work done shall be recovered from running account bill and shall be withheld for period mentioned in clause 20 from the date of actual completion at the work as maintenance charges of maintaining and keep Structure in good condition. This 5% amount withheld towards maintenance charges shall be allowed to be replaced with bank guarantee or other recognised forms at intermediate stage, if so desired in writing. This maintenance charges shall be in addition to security deposit.
- ii. On completion of the work in all respects, necessary certificate will be issued by the concerned Project Architect and the defects liability period will be counted
- iii. It will be responsibility of the contracting Agency to maintain Structure under work portion of this contract Agreement in good condition from the date of issue of work orders, till completion of defect liability period as per Clause 20 and this shall be treated as part of total scope of this contract Agreement. In case the contractor fails to maintain Structure properly including rectification of the defects pointed out by the department within a period of 7 days from the

date of written notice by the Project Architect rectification / repairs to such defects will be carried out by the department at expenditure incurred on such rectification work shall be recovered from the amount withheld as per Clause 32(i)

- iv. All damages during execution shall be made good by the Contractor at his cost. He will be responsible for any damages during construction and guaranteed maintenance period and no separate payment will be made for restoring such damages. "Any defects noticed in Completed Structure within a period mentioned in Clause 20, after completion of work (including Monsoon) will have to be repaired by the Contractor at his own cost."
- v. Defective work is liable to be rejected at any stage. The Contractor on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be made for such rectification.

### **33. Final Bill**

- 33.1 The contractor should submit final bill within one month after completion of the work and the same will be paid within 5 months if it is in order. Disputed items and claims, if any shall be excluded from the bill and settled separately later on
- 33.2 Bills for extra work or for any claim shall be paid separately apart from the interim bills for the main work. The payment of bills for the main work shall not be withheld for want of decision on the extras or claims not covered in the stipulations of the contract.
- 33.3 Claims for extra work shall be registered within 30 days of occurrence of the event. However, bills for these claims including supporting data, details may be submitted subsequently at his own cost.

### **34. PRELIMINARY ARRANGEMENTS**

- 34.1 The Contractor if necessary construct temporary Structures and maintain these in proper condition till the completion of the work at his own cost. If necessary, he shall also, at his own expenses make necessary arrangements for acquisition of land required by him in connection with the execution of the work.
- 34.2 The contractor shall have to make at his own cost all preliminary arrangements for labour, water electricity and materials etc. immediately after getting the work order. No claim for any extra payment or application for extension of time on the grounds of difficulty in connection with the above matter, will be entertained.
- 34.3 The contractor shall at his own expenses, engage watchmen for guarding the materials and plant and machinery and the work during day and night against any pilferage of damages and also for prohibiting trespassers or damage to them.
- 34.4 The contractor shall have to make his own arrangement for water required for any purpose on the work.



### 35. ACCIDENT

In the event of an accident involving serious injuries or damages to human life or death of any of his employees and or laborers or tress passers, the same will be reported within 24 hours of the occurrence to the Project Architect and the Commissioner of workmen's compensation.

### 36. PLANT

All constructional plant, provided by the contractor shall when brought on to the site be deemed to be exclusively intended for the construction of this work and the contractor shall not remove the same or any part thereof (Say for the purpose of moving it from one part of the site to another or the repairs etc.) without the consent in writing of the Project Architect which shall not be unreasonably with-held. The concreting shall be done by the ready mix batch type concrete mixer diesel or electrically operated with a minimum size of 200 liters with automatic water measuring system and integral weighed ( Hydraulic or pneumatic type one). This RMC Plant may be of portable type.

### 37. EXPECTED RISKS

- 1 The contractor shall be under no liability whatsoever by way indemnity or otherwise for or in respect of destruction of-or damage to the works (save work condemned under the provisions of specifications and conditions of this tender prior to the occurrence of any excepted risk hereinafter mentioned) or temporary works or to property whether of the Department or third parties or for or in respect of injury or loss of life which is the consequence whatever direct or indirect, were hostilities (whether were to declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or military of usurped power. Civil war or riot, commotion or disorder otherwise than among the contractor's own employees or his piece worker and sub-agencies (hereinafter comprehensively referred to as "The said excepted risks") and the department shall indemnify and save harmless the contractor against and' from the same and against and from all claims, demands proceedings, damages, costs charges and expenses, whatsoever arising there out or in connection therewith and shall compensate the contractor for any loss of or damage to property of the contractor used for intended to be used / or the purpose of the works and laying at site of work and occasioned either directly or indirectly by the said excepted risks.
- 2 If the works or temporary works or any materials (whether for the former or the later brought to site shall sustain destruction or damages by reasons of any of the said excepted risks, the contractor shall be entitled payment for any permanent works and for any materials so destroyed or damaged and shall be paid by the department the cost of making good any such destruction or damages whatever to the works or temporary works and for replacing or making good such materials so far as may be necessary for the completion of the works on a prime costs basis as
- 3 Destruction, damage injury or loss caused by the explosion or impact whenever and wherever occurring of any mine bomb, shell, grenade or other projectile missile or

ammunition or explosive or war resulting from action described in above shall be deemed to be a consequence of the. Said excepted Risk. foreign enemies, rebellion, revolution, insurrection or military of usurped power. Civil war or riot, commotion or disorder otherwise than among the contractor's own employees or his piece worker and sub-agencies (hereinafter comprehensively referred to as "The said excepted risks") and the department shall indemnify and save harmless the contractor against and from the same and against and from all claims, demands proceedings, damages, costs charges and expenses, whatsoever arising there out or in connection therewith and shall compensate the contractor for any loss of or damage to property of the contractor used for intended to be used / or the purpose of the works and laying at site of work and occasioned either directly or indirectly by the said excepted risks. the Project Architect may certify to be reasonable. The contractor shall lodge his claim, in writing, supported by Project Architect immediately, but not later than 30 days of such occurrence of damage to works by excepted risk.

### **CONTRACTOR'S FACILITIES**

According to the contract ( see para 1.3 above) , the Contractor is responsible for the quality of the entire construction work, and for this purpose he is required to have his own independent and adequate set up. To meet this requirement:-

- A. The Contractor shall set up his own laboratory at locations(s) approved by the Project Architect. The laboratory shall be equipped with modern and efficient equipment with sufficient standbys suitable to carry out the tests prescribed for different materials and work according to the specifications. The list of equipments to be procured and the facilities to be provided shall be got approved by the Project Architect. The equipment shall be maintained in a workable condition to the satisfaction of the Project Architect.
- B. Sampling and testing procedures shall be in accordance with relevant standards of BIS (previously called ISI) or IRC. Frequency of testing shall be as laid down in the Ministry's Specifications for Structure and Bridge Work, 5<sup>th</sup> Revision, 2013. In the absence of relevant Indian Standards, sampling and testing procedures shall be as approved by the Project Architect.
- C. The laboratory should be manned by a qualified Materials Engineer assisted by Materials Inspector / Technicians, and the set up should be got approved by the Project Architect.
- D. The Contractor should prepare printed proforma for recording readings and results of each type of test, after getting the formats of the performance approved from the Project Architect.
- E. He should keep a daily record of all the tests conducted by him. Two copies of the test results should be submitted to the Project Architect for his examination and approval, of which one copy will be returned to the Contractor for being kept at site of work.

The Material Engineer of the Contractor should keep close liaison with the Quality Control Unit of the Engineer and keep the latter informed of the sampling and testing programme so that the Project Architect's representative could be present during this activity, if considered necessary

- 39. Quality Assurance Manual :** Contractor shall prepare the quality assurance manual booklet in consultation with the Project Architect. Quality assurance manual shall be comprehensive document covering every aspect of the work. Project Architect shall approve this document. The quality manual document shall be used only after approval from Project Architect. Provision of the quality manual be binding on the contractor. Quality manual shall be treated as a legal document as per with this contract document. It shall be used till the work is completed in full respect.

## GENERAL INSTRUCTIONS

1. In the absence of any definite provision on any particular issue in the aforesaid "Standard Specification" reference may be made to the Volume-II. Codes of practice and in case of any dispute arising out of interpretation of the above, the Decision of the Project Architect shall be final and binding in the contractor.
2. In so far as any stipulation made herein conflict or is inconsistent with any provision of the standard specification I.S. codes of practice. The stipulation made here always prevail.
3. The Special stipulations which are in addition and over and above the specification contained in "Standard Specification" are given in foregoing clauses and shall be binding on the contract without any claim for extra labour and material thereof for.
4. The purpose of these stipulation is to achieve good workmanship and the work done in an Engineer-like-manner in part as well as in the totally at proper stage of work. This necessitates and becomes binding on a part of the contractor to obtain written approval and acceptance of the work done under different items of work at different stages from the Project Architect
5. Not obtaining the written approval /acceptance work done from the Project Architect at a particular stage of items of works stipulated and processing ahead of the next stage of work under the same or different item may viewed as serious lapse on part of the contract. In such an event the work done but not proved by the Project Architect may summarily rejected. Similarly wherever work done which converts the unapproved work may also be rejected. Such rejected work shall be removed by the contractor at his own cost.
6. Acceptation of work done and granting permission to the contractor to proceed with further stage of work as per the stipulation made herein shall be done by the Engineer by such mentions in "work Order Book" or by letter writing. The Contractor shall have to note and sign such remarks and certifications made in the work order book maintained at the site of work.
7. In case the contractor finds that part of whole of the excavated material is such that useful for refilling the excavated pits and trenches and/ or plinth or land development of site of work he shall inform so in writing to the Project Architect requesting for final disposal outside the premises in the initial stage only. In case the Project Architect approves of his fact and such proposal he shall order for final disposal of excavated unuseful material beyond premises.
8. As soon as the excavation pits and trenches partly or fully by the Contractor he shall get the same approved in writing from the Project Architect and shall not proceed with next item of work such as laying of soil or bed concrete etc. Without complying with his requirement.
9. As soon as the excavation for foundation is approved he levels of these same shall be taken recorded by the Project Architect in a Separate book known as field book which will be signed by the Contractor in token of acceptance of the same.

10. The depth and height of work done under different hidden items of work in foundation shall be determined from difference of level of top and bottom. Hence it will be binding upon the Contractor to arrange for level taking at interval of top and bottom. Hence it will be binding upon the Contractor to arrange for level taking at intervals and sign the levels taking at intervals and sign the levels record filed book by the Project Architect in token of acceptance of the same. The Contractor shall not proceed with next items unless this be done
11. The plinth level i.e. floor level of the ground floor shall be got predetermined by the contractor from the Project Architect in Writing.
12. The Floor level shall be fixed in the form of reduced level with reference to the level of permanent or temporary bench mark fixed shall be properly secured, Constructed, Protected, and maintained by the contractor at one or more location as ordered by the Project Architect.
13. For Fixing the plinth level the Contractor shall get the made up or the developed ground level decided before hand writing from the Project Architect.
  1. For this Purpose, the engineer and the Contractor shall take account following considerations.
    1. Contours and slop of natural ground of works sight.
    2. Level of top adjoining public Structure.
    3. The length and gradient of approach from the public Structure to the entrance of building.
14. The plinth level shall be accordance with the height of plinth shown on Architectural drawing measured above the made up or developed ground level decide and fixed in advance as above.
15. On the basis of Reduced levels of made up or developed ground level in plinth the Contract shall submit the Sectional drawing of plinth in to copies to Project Architect duly signed by him. He shall Clearly show thereon the reduced level of flooring at plinth top of bed concrete below flooring top of the plinth filling on the predetermined reduced level of the made up or developed ground level. The sectional drawing shall show the section through internal wall and external walls distinctly duly indicating top of R.C.C plinth beams incase of frame structure and offset of walls and plinth level and at ground level and inside the foundation, in case of load bearing structure.
16. The Engineer shall scrutinize the sectional drawing submitted by the Contractor modify the same if necessary and return one copy of approved drawing to the contractor duly signed token of approval and acceptance of the content of the drawing. The contractor shall strictly adhere to the reduced level involved different items of work in plinth as shown on approved plan.

#### ***SUBMISSION OF MONTHLY BILL***

1. As per Clause 10 of this B1 contract, it is responsibility of the contractor to submit the bill monthly to the Project Architect.
2. In support of the bills, required measurements, drawings, quality control reports (field lab and VQCC lab as per clause 24 of Additional General Condition), site

3. Supervision data (SCADA) shall be submitted, the data so submitted shall have a facility to tightly integrate it with the contract conditions, provisions in the Maharashtra Public Works manual, Maharashtra Public Works Account Code (updated to date of submission of this tender) and current general engineering practices (issued through various govt. resolutions, govt. circulars, Chief Engineer's Circulars etc. issued up to date of submission of this tender.) followed in Public Works Department / Project Architect/ IEM (Central Bank of India).
  - a. Calibration of all Accessories/attachment related to bill shall be as per the specification
  - b. Submission of printed and authenticated reports to the Project Architect as and when required.
  - c. All data generated as per this special condition of contract shall be the property of Project Architect/ IEM ( Central Bank of India)
  - d. The architectural and RCC design plan mentioning measurement of items considered shall be submitted with bill along with photographs.

**Annexure 'A'****QUALITY CONTROL TESTS**

(Refer Additional Specification Condition No.7 (vi) on Page No. 98\_)

Sr.No.	Material	Test
1	Trap Stone	i) Compressive Strength. ii) Water Absorption
2	Trap Metal	i) Crushing value. ii) Impact value. iii) Abrasion value. iv) Water Absorption & surface moisture. v) Flakiness Index & Elongation index vi) Gradation
3	Natural Sand / VSI grade crushed sand	i) Sieve Analysis ii) Silt / Dust Content iii) Water Absorption iv) Surface Moisture
4	Bricks / A.A.C. blocks	i) Crushing Strength. ii) Water Absorption.
5	Flooring Tiles	i) Flexural strength ii) Water Absorption iii) Abrasion Test
6	Glazed Tiles	i) Water Absorption
7	Cement	i) Compressive Strength ii) Initial setting time. iii) Final setting time. iv) Specific Gravity v) Soundness vi) Fineness vii) Standard Consistency
8	Steel	i) Weight per meter. ii) Ultimate Tensile stress. iii) Yield stress iv) Elongation v) Bend Test. vi) Chemical Test
9	Interlocking concrete paving block	i) Compressive Strength

		ii) Flexural Test iii) Resistance to wear (Abrasion)
10	Wood work (shutters)	i) End immersion tests ii) Knife test iii) Glue adhesion test
11	Cement Concrete	i) Mix design ii) Compressive strength iii) Concrete permeability test v) Flexural strength vi) workability
12	Structural steel	i) Weight/Running meter ii) Chemical Composition
13	Aluminum Windows	i) Weight per running meter
14	Non Destructive Tests	i) Ultra Pulse Velocity ii) Cover meter iii) Schmidt Hammer iv) Core Test



**Annexure 'B'****Construction Material Testing & its frequency**

(Refer Additional Specification Condition No.7 (vi) on Page No.98 )

<b>Sr.</b>	<b>Material</b>	<b>Frequency</b>
<b>1</b>	<b>CEMENT</b> 1) Consistency 2) Initial & Final Setting time 3) Fineness 4) Specific Gravity 5) Soundness 6) Compressive Strength	Test per 50 M.T. above six tests shall be carried.
<b>2</b>	<b>METAL</b> a 1) Sieve Analysis (Gradation) (Concrete work) 2) Sieve Analysis Red Book Specification 3) Sieve Analysis Granular Sub Base (N.H.Work) MOST b Water Absorption c Impact (Concrete WBM/BT) d Crushing e Abrasion f Flakiness & Elongation Index	1 Test for every day work 1 Test per 100 m <sup>3</sup> 1 Test per 200 m <sup>3</sup> 1 Test per 200 m <sup>3</sup> 1 Test per 200 m <sup>3</sup> 1 Test per for Each Source 1 Test per for Each Source 1 Test per 200 m <sup>3</sup>
<b>3</b>	<b>SAND</b> 1) Water Absorption & Specific Gravity 2) Fineness Modulus 3) Slit Content 4) Bulkage	1 Test per for Each Source 1 Test per for Each day 1 Test per for Each day work 1 Test per for Each day work
<b>4</b>	<b>BRICKS / AAC BLOCKS</b> 1) Water Absorption 2) Comp Strength 3) Effloresce	For each 50000 Nos bricks Above three tests are to be carried out
<b>5</b>	<b>Flooring Tiles</b> 1) Flexural Strength 2) Water Absorption 3) Abrasion	For 2000 Nos of Tiles above three tests are to be carried out
<b>6</b>	<b>Glazed Tiles</b> 1) Water Absorption	1 Test- 6 Tiles per 2000 Nos.
<b>7</b>	<b>Concrete Mix Design</b>	<b>1 Concrete Mix Design for each</b>
<b>8</b>	<b>Compressive strength C.C.Cubes for Qty</b> Qty. upto 5 m <sup>3</sup> 6-15 m <sup>3</sup> 16-30 m <sup>3</sup> 31-50 m <sup>3</sup> Quantity above 51 m <sup>3</sup>	grade of concrete per every per hour 1 Set (3 Nos.) 2 Set (3 Nos) 3 Set (3 Nos) 4 Set (3 Nos) 4+1 additional set per 50 m <sup>3</sup>

<b>9</b>	<b>MURUM/ SOIL for earth work</b>	
	1) Optimum Dry Density	2 Test per 5480 m <sup>3</sup>
	2) C.B.R.	1 Test per 5480 m <sup>3</sup>
	3) Liquid & Plastic Limit/Plasticity Index	1 Test per 5480 m <sup>3</sup>
	4) Field Density 97 % P.D.	1 Test per 5480 m <sup>3</sup>
	5) Filed Moisture Content	1 Test per 5480 m <sup>3</sup>
<b>10</b>	<b>WOOD</b>	
	1) Moisture Content	1 test per Source
	2) Density	1 test per Source
<b>11</b>	<b>WATER</b>	
	1) P.H. Value for Water and Sand	1 test per Source
	2) Chloride & Sulphate content	2 test per Source
<b>12</b>	<b>Steel</b>	
	1) Weight per meter	One test for every 5.0 MT or part thereof for each diameter
	2) Ultimate Tensile Stress	
	3) Yield stress	
	4) Elongation	
	5) Chemical composition	One test per source / supplier
<b>13</b>	<b>ALUMINIUM WINDOWS</b>	
	Weight per running meter	One Test per section
<b>14</b>	<b>M 40 Precast Door Frame</b>	
	1) Compressive Strength	One Test per 100 frames
<b>15</b>	<b>Roofing Sheets</b>	
	Thickness & weight per meter	One Test per 250 sq.m.

**Note :** If frequency of tests for any material to be used for work is not mentioned in above table, the frequency mentioned in relevant BIS codes / IRC Code / MoRTH specifications shall be followed. The decision of the Engineer in Charge will be final in that case and the tests will have to be carried out by the contractor at his own costs.

**LIST OF APPARTUS REQUIRED FOR BUILDING WORK**

(Ref. Additional Specification Condition 7 (iv) Page No.98 , Condition 7(ix) Page 99 , Condition 7.1  
Page 100 and Condition 24 Page 117.)

Sr.	Name of Apparatus	Nos ( min ) required
1.	30 m and 50 m chain/ tape	2 Nos
2.	Automatic leveling instrument/ Tachometer with all accessories like 5.00 meter staff	2 Nos.
3.	Vernier calipers	1 No.
4.	Cube moulds for concrete/ Cube moulds for cement mortar	6 Sets
5.	Silt jar for sand silt testing.	4 Sets
6.	Oven- Electrically operated, thermostatically controlled, range upto 200 °C sensitivity 1°C.	1 No.
7.	Platform balance 548 kg capacity	1 No.
8.	Balance 20 kg capacity - self indicating type	1 No.
9.	Electronic Balance 5 kg capacity, accuracy 0.5 gm	2 Nos
10.	Water bath- electrically operated and thermostatically controlled with adjustable shelves, sensitivity 1°C.	1 No.
11.	Thermometers : Mercury-in-glass thermometer, range 0° to 250°C Mercury-in-steel thermometer with 30 cm stem, range Upto 548°C.	4 Nos.
12.	Kerosene or gas stove or electric hot plate.	1 No.
13.	Set of IS sieves with lid and pan: <b>450 mm diameter</b> 63 mm, 53 mm, 37.50 mm, 26.50 mm, 13.20 mm, 9.50 mm, 6.70 mm, and 4.75 mm size <b>200 mm diameter</b> 2.36 mm, 2.0 mm, 1.18 mm, 600 micron, 425 micron, 548 micron, 150 micron, and 75 micron	<b>1 Sets</b>  <b>2 Sets</b>
14.	Water testing Kit	1 Set
15.	Atterberg Limits (liquid and plastic limits) Determination apparatus	1 Set
16.	Dry Bulk Density Test apparatus (sand pouring cylinder, tray, can etc.).	1 Set
17.	Speedy Moisture Meter complete with chemicals	1 Set
18.	Aggregate Impact Value Test apparatus/ Los Angles Abrasion Test apparatus.	1 Set

19.	Flakiness and Elongation Test Gauges	1 Set
20.	Vicat apparatus for testing setting times	1 Set
21.	Slump testing apparatus	4 Sets
22.	Compression testing machine, 100 Metric Tonne capacity with additional dial for flexural testing.	1 No.
23	Permeability Test apparatus	1 No.
24	Cover meter	1 No.
23.	Non Destructive Testing Apparatus	
	a) Ultra Pulse Velocity meter	1 No.
	b) Schmidt Hammer	1 No.
	c) Half Cell Potential	1 No.
	d) Core Test – If required	1 No.

## **ADDITIONAL SPECIFICATIONS**

The contractor shall achieve that following requirements in respect of quantity of work and his contract rate shall provided for the same.

### **1.1 ADMIXTURES:-**

Whenever necessary the admixture should be used to achieve the required workability. The type of admixture should be got approved from Project Architect. The rate is inclusive of all admixtures etc. if found necessary.

Approved super plasticizers and corrosion inhibitors shall be used to improve workability and durability of concrete.

### **1.2 CEMENT CONCRETE IN CONCRETE:**

For this purpose the conditions mentioned in additional specifications on Page 110 to 120 shall be applicable.

### **1.3 WATER / CEMENT RATIO:**

For high quality concrete of low permeability, the water/cement ratio shall not be more than 0.45 and preferably 0.40 or less subject to the attainment of adequate workability.

### **1.4 CURING FOR CONCRETE:**

Special attention shall be paid to curing of concrete in order to ensure maximum durability and no minimize cracking. Concrete shall be cured with fresh water whenever it is possible to ensure that the concrete surface can be kept wet despite wind, etc. care shall be taken on avoid rapid lowering of concrete temperatures caused by applying cold water to hot concrete surface (thermal shock) Sea water shall not be used for curing reinforced concrete or prestressed concrete. Where there is doubt about the ability to keep concrete surface permanently wet for the whole of the curing period heavy duty membranes curing compound shall be used.

### **1.5 CONCRETE COVER TO REINFORCEMENT:**

- (i) The cover concrete must be of the same quality, impermeability and strength as the rest of the concrete.
- (ii) The concrete cover must develop sufficient alkalinity, and protect the steel. The alkalinity developed shall not be less than 0.04 N and shall not more than 0.08 N.
- (iii) The cover must be uniform throughout and it's thickness shall be exclusive of plaster or other decorative finishes.
- (iv) The concrete cover shall be as per the relevant clause of IS codes. In the case of poles the cover thickness shall be separately decided by the Project Architect.

### **1.6 DETAILING OF MISCELLANEOUS ITEM :**

**Binding Wires:** All ends of binding wires shall be carefully turned inwards so that they do not project out of concrete and start rusting action. Galvanized wires shall be used. Wherever possible polythene binding string and polythene bar grips shall be used, after making sure that

these do not result in loss of bond or chemical reaction with concrete. The use is subject to approval of Engineer-in-charge.

**1.7 BAR SPACING:** As per relevant I.S. codes and as detailed design drawing or as directed by Project Architect.

**1.8 HOLLOWS IN CONCRETE:** After concreting is complete the concrete surface particularly where there is congestion of reinforcement, shall be tested by light hammering or if possible by Schmitz hammer. Any portion showing signs of hollowness should be grouted immediately.

## **SPECIFICATION FOR FORMWORK AND STEEL CENTERING**

### **I) FORMWORK :-**

**1.1 Formwork :-** Formwork shall include all temporary forms of moulds required for forming the concrete which is cast-in-situ, together with all temporary construction required for their support.

Unless otherwise stated all formwork shall conform to I.S. Specification.

- 1.2 Design of Formwork :-** Formwork including complete false work shall be designed by the contractor in accordance with I.S.: 2750 (1964), 4041 (1987) and all other relevant I.S. codes without any extra cost to the Government and these shall be got approved from Project Architect before any formwork is taken up.
- 1.3** The contractor shall entirely be responsible for the adequacy and safety for false work notwithstanding any approval or review by the Project Architect of his drawing and design. Proprietary system of formwork if used a detailed information shall be furnished to the Project Architect for approval.

### **2. QUALITY OF SHUTTERING :**

The shuttering shall have smooth and even surface and its joints shall not permit leakage of cement slurry.

- 2.1** Ply-board shuttering materials to be used shall be steel shuttering / marine plywood well seasoned free from projecting nails, splits or other defects that may mark on the surface of concrete. It shall not be so dry as to absorb water from concrete, or so green or wet as to shrink after erection. Mild steel plates or plywood shall be used for slab and beam bottoms.
- 2.2** The timber shall be accurately spawned planed on the sides and the surface coming in contact with concrete.
- 2.3** So far as practicable, clamps shall be used to hold the forms together. Where use of nails is unavoidable minimum number of nails shall be used and these shall be left projecting so that they can be easily withdrawn. Use of double headed nails shall be preferred.

### **3. TOLERANCE :-**

- 3.1** The formwork shall be made so as to produce finished concrete true to shape, lines, levels plumb and dimensions as shown on the drawings, subject to the following tolerance unless otherwise specified in these documents or drawings or as directed by the Project Architect:

- a) Section dimension = 5 mm
- b) Plumb = 1 in 1000 of height
- c) Levels = 3 mm before any deflection takes place.

3.2 Tolerance given above are specified for local aberrations in the finished concrete surface and should not be taken as tolerance for the entire structure taken as a whole or for the setting and alignment of formwork which should be as accurate as possible to the entire satisfaction of the Project Architect, Errors if noticed in any lift/ tilt of the structure after stripping of forms, shall be corrected in the subsequent work to bring back the surface of the structure to its true alignment.

#### 4. **SPECIAL PROVISION :-**

Whenever the concreting of thinner members in required to be carried out within shutters of considerable depth, temporary openings in the side of the shutters shall, if so directed by the Engineer be provided to facilitate the curing and consolidation of the concrete. Small temporary openings shall be provided as necessary at the bottom of shutters of walls and deep beams to permit the expulsion of rubbish etc.

#### 5. **REMOVAL OF FORMWORK :-**

The formwork shall be so removed that it shall not cause damage to concrete. Centering shall be gradually and uniformly lowered in such a manner as to avoid any shock or vibrations. Supports shall be removed in such a manner as to permit the concrete to take stresses due to its own weight uniformly and gradually.

The whole of the formwork removal should be planned and definite scheme of operation shall be worked out. Under no circumstances forms be struck until the concrete reaches a strength of at least twice the stress to which the concrete may be subjected at the time of striking but not before the period as mentioned in IS:456-2000 where ordinary Portland cement is used.

- |   |  |         |
|---|--|---------|
| a | Vertical Formwork to columns, beams, walls   | 16-24 h |
| b | Soffit formwork to slabs {props to be refixed immediately after removal of formwork} | 3 days  |
| c | Soffit formwork to beams {props to be refixed immediately after removal of formwork} | 7 days  |
| d | Props to slabs   |         |
|   | 1 }Spanning up to 4.5m   | 7 days  |
|   | 2 }Spanning over 4.5m  | 14 days |
| e | Props tp beams and arches  |         |
|   | 1 }Spanning upto 6m  | 14 days |
|   | 2 }Spanning over 6m  | 21 days |

## II) **STEEL CENTERING:-**

1. **Work include :-** Erecting steel centering with contractor's material comprising of standard steel adjustable props and standard steel trusses / joists / spans, centering place for bottom of slab and steel plats for bottom of beams etc. of adequate strength properly balanced for obtaining adequate rigidity to with stand all loads coming on it including permanent and temporary fixtures and fastenings etc complete for R.C.C. member like beams slabs and canopy including its removal after the specified period, stacking making good the damaged parts / its replacement before its next use with all leads and lift (all centering material shall be contractor.)
2. For R.C.C. works formwork shall be of marine plywood of adequate thickness and grade only. The centering and supporting arrangement such as standard steel trusses/ joists/ spans standards adjustable/ fixed props. H type frames etc shall be designed by the Contractor and approved from the Engineer before commencement of its erection. The Contractor with the prior approval of the Engineer shall use standard steel centering arrangement which may be manufactured by the reputed firm. Wooden ballies shall not be used for supporting centering of beam & slab bottoms.
3. The supporting arrangement designed by the contractor shall conform to the relevant I.S. code and Standard practice adopted in this type of work. The centering arrangement shall be adequately braced and properly secured by using appropriate type of fastenings and fixtures to ensure stability and rigidity of the centering to withstand all loads coming on it. The entire responsibility for design, erection, maintenance and safety etc. will exclusively rest with the contractor. The Project Architect reserves right to call detailed design calculations of the entire centering or part there of to verify its stability and also reserve tight to reject entire centering arrangement or part there of and any material used for the centering in the event of which the contractor shall have to arrange for its replacement at his own cost.



## **SPECIFICATIONS FOR CEMENT CONCRETE WORKS:-**

### **1 DESIGN OF CEMENT CONCRETE MIXES :**

- a) The materials ( cement, fine aggregates, coarse aggregates & water ) required shall comply with specifications laid down for the respective items in specification no. B.6 for ordinary concrete page no. 32 & 33.
  1. Standard specifications published by Government of India 1979 Edition.
  2. I.S. 8112 :- 2000 Specifications for 43 grade ordinary Portland cement.  
(Reaffirmed)
  3. I.S. 12269 :- 2004 Specifications for 53 grade ordinary Portland cement.  
(Reaffirmed)
  4. I.S. 12330 :- 2000 Specifications for Sulphate Resistant Portland cement.  
(Reaffirmed)
  5. I.S. 383 :- 2002 Specifications for coarse and fine aggregate from natural  
(Reaffirmed) sources for concrete.
  6. I.S. 1786 :- 1985 (Reaffirmed in 2000) Specifications for H.Y.S.D. bars.
  7. I.S. 432 Part I :- 1982 Specification for mild steel and medium steel bars  
(Reaffirmed in 2000)
  8. I.S. 456 :- 2000 Code of practice for plain and reinforced concrete.

If the standard specifications quoted above fall short for items quoted in these schedule of this contract reference shall be made to the latest British Standard Specifications. If any of the items of contract do not fall in reference quoted above, the decision and specifications of the Project Architect shall be final.

- b) The provision of the specification No. B-7 at page - 38 to 40 of Vol. 1 1979 Edition of standard specification book for controlled concrete shall be applicable for all the structural concrete items.
- c) All the cement concrete of grade M-15 and higher strength shall be done with proper mix design as per IS : 10262 - 1982 and shall conform to the durability and other requirements of I.S. 456-2000.

The design of concrete mixes for various concrete items in the work shall be obtained by the contractor at his cost from an approved laboratory.

For concrete of Grade M-15/ M-25 - Preliminary mix design must be carried out from an approved laboratory, for subsequent changes field mix design shall be acceptable. However incase the Project Architect has got difficulty in acceptance of the field mix design, laboratory mix design shall be got done by the contractor from approved laboratory at his own cost.

- d) Cement from same stock sent for mix design shall be used for concrete work. Mix design shall be reverified / modified after every four months or whenever there is change in source

of quarry materials , whichever is earlier.

- e) Theoretical consumption of cement considered while framing estimate for cement concrete of M-15 grade is 548 kg/cu.m. , cement consumption for cement concrete M-20 grade is 350 kg/cu.m. & cement consumption for cement concrete M-25 grade is 375 kg/cu.m.

Mix design involving change in theoretical cement consumption more than 2 % on lower side of theoretical consumption will not be allowed.

- f) The minimum cover to the reinforcement shall be provided as stipulated in I.S.456-2000 for the corresponding structural member.
- g) Detailing of the reinforcement shall be as per the guidelines in I.S.456-2000, Design Circle's Technical Note 7502.
- h) Cement from same stock sent for mix design shall be used for concrete work. Mix design shall be reverified / modified after every four months or whenever there is change in source of quarry materials , whichever is earlier.
- i) The river sand brought on site shall be washed by sand washing machine prior to its mixing for concrete. This condition is applicable for sand related items elsewhere. No claims or enhancement of rates due to this provision shall be entertained.

## 2. **FORMWORK FOR CONCRETE WORK :-**

The forms of concrete shall be of the materials as directly by the Project Architect and shall preferably be of steel or plywood. Forms shall be of the required shape, profile and lines. Suitable devices shall be used to hold corners, adjacent ends, edges of panel or other forms together in accurate alignment. The forms and joints shall be tight enough. Forms used for circular curved or structures of unusual shape, petal dome etc. shall be of such a character that will result in smooth concrete surface and exact shape. They shall be prepared such that they will not warp or distort during erection or while placing concrete. Their design and layout shall be got approved from the Project Architect in advance.

## 3. **ERECTION AND REMOVAL OF FORM WORK :-**

The centering and strutting shall be of steel or plywood board exclusively for concreting. The design and drawing should be got approved in advance from the Department. For minor members the Project Architect may, at his discretion, permit use of wooden shuttering. The centering and shuttering shall be close and tight to prevent leakage of cement slurry. The centering shall have the necessary props, bracing and edges sufficiently strong and stable which shall not yield or displace while or after laying of concrete. They shall be made in such way that they can be slackened and removed gradually and slowly without disturbing the concrete. Centering and shuttering shall not be removed before the design strength is achieved.

## 4. **MIXTURE OF CONCRETE :-**

Design mix concrete as well as nominal mix concrete shall be mixed by following the

provision in Standard specification at B. 6.4 unless otherwise directed by the Project Architect.

Unless otherwise agreed by the Project Architect concrete shall be mixed in a batch type mixer or such other type of mixer as the Project Architect may approve.

During hot weather the Contractor shall ensure that the constituent materials are sufficiently cool to prevent the concrete from stiffening in the intervals between its discharge from the mixer and its final position.

5. **TRANSPORTATION, PLACING AND COMPACTION OF CONCRETE :-**

The method of transportation placing and compaction of concrete shall be followed as per section B.6.6, 6.7 and 6.8 of Standard Specification unless otherwise directed by the Engineer. The compaction shall be done with surface float vibrators for slabs and with pin vibrators for columns and beams. Vibrators of adequate vibrating capacity shall be employed for all types of works.

6. **CURING :-**

Curing shall be done by following provision of Section B.6.9 of Standard Specification and as directed by the Project Architect. Concrete surface immediately after finishing shall be covered with L.D.P.E. film and water curing shall be started after final setting of concrete.

7. **WORKING IN EXTREME WEATHER :**

During windy weather sufficient protection shall be provided to prevent the cement from being blown away during the process of proportioning and mixing. During wet weather, the concrete shall be adequately protected as soon as it is placed in position.

No concreting shall be carried out during period of continuous heavy rains unless, it is completely covered during mixing, transporting and placing, In extreme hot weather, concreting shall be restricted to morning and evenings The time between mixing and placing of concrete shall be kept to the minimum and formwork shall be cooled by sprinkling with water.

8. **FINISHING :**

Finishing work shall comply with requirement of section B.6.10 of Standard Specification unless otherwise specified herein below :

Immediately on removal of forms, the R.C.C. work shall be examined by the Engineer before any defects are made good.

- a) The work that has sagged or contains honey combing to an extent detrimental to structural safety or architectural concept shall be rejected.
- b) Surface defects of a minor nature shall be rectified generally as indicated below by the contractor.
  - i) Surface defects which require rectification when forms are removed usually consist of bulges due to movement of forms, ridges at form joints, honeycombed areas, damage

resulting from the stripping of forms and bolt hole. Bulges and ridges shall be removed by careful chipping or tooling and the surface is then rubbed with a grinding stone. Honey combed and other areas shall be chipped out, the edges being cut as straight as possible and perpendicular to the surface, or preferably slightly under cut to provide a key at the edge, of the patch. Bolt holes shall be closed by cement mortar to ensure thorough filling.

- ii) Shallow patches shall be treated with a coat of thin grout composed of one part of cement and one part of sand and then filled with mortar similar to that used in concrete. The mortar is placed in layers not more than 10 mm thick and each layer shall be given a scratch finish to secure bond with the succeeding layer. The last layer shall be finished to match the surrounding concrete by floating, rubbing or tooling on formed surfaces by pressing the form material against the patch while the mortar is still plastic.
- iii) Large and deep patches requires filling up with concrete held in place by forms. Such patches shall be reinforced and carefully dowelled to the hardened concrete.
- iv) The same amount of care to cure the material in the patches shall be taken for the whole structure. Curing shall be started, as soon as possible after the patch is finished to prevent early drying. Damp Hessian cloth may be used. But in some locations it may be difficult to hold it in place, a membrane curing compound in these cases will be most convenient.

#### 9. **CONSTRUCTIONS JOINTS :**

Construction joints shall be provided and treated following the provisions of Specification and as directed by the Project Architect.

#### 10. **DURABILITY :-**

Minimum cement contents for different exposures and sulphate attack are given in Tables 4 and 5 of I.S. 456, 2000 shall be followed for design mix. Approved corrosion inhibitors shall be used to improve durability of concrete.

#### 11. **TESTS AND STANDARD OF ACCEPTANCE :-**

- 11.1 Tests and Standard of acceptance criteria of design mix concrete and nominal mix concrete shall be as follows:

Sampling and testing of Concrete shall be done as per provision of section B.6.12 of Standard Specifications. Acceptance criteria for strength of concrete shall be as per clause 16 of ARE 456-2000.

#### ACCEPTANCE CRITERIA

##### 16.1 **Compressive Strength**

The concrete shall be deemed to comply with the strength requirements when both the following condition are met

- a) The mean strength determined from any group of four consecutive test results complies with the appropriate limits in column 2 of Table 11 i.e. not less than i)  $f_{ck} + 0.825 \times \text{Standard Deviation}$  (i.e. 4.0) or ii)  $f_{ck} - 3 \text{ N/mm}^2$  whichever is greater.

- b) Any individual test result complies with the appropriate limits in column no. 3 of Table 11 i.e. not less than  $f_{ck} - 3 \text{ N/mm}^2$ .

#### 16.2 Flexural Strength

When both the following conditions are met, the concrete complies with the specified flexural strength.

- a) The mean strength determined from any group of four consecutive test results exceeds the specified characteristic strength by at least  $0.3 \text{ N/mm}^2$
- b) The strength determined from any test result is not less than the specified characteristic strength less  $0.3 \text{ N/mm}^2$ .

#### 16.3 Quantity of Concrete Represented by Strength test Result

The quantity of concrete represented by a group of four consecutive test results shall include the batches from which the first and last samples were taken together with all intervening batches.

For the individual test result requirements given in col 3 of Table 11 i.e. not less than  $f_{ck} - 3 \text{ N/mm}^2$  or in item (b) of 16.2 i.e. not less than the specified characteristic strength less  $0.3 \text{ N/mm}^2$ . Only the particular batch for which the sample was taken shall be at risk.

Case falling outside the above limit shall be examined by the Engineer on Merits in each case.

#### 11.2 DEFECTIVE CONCRETE :

Any concrete which gives substandard results, or is severely damaged due to cracking or shows excessive honey combing and exposure of reinforcement, if exhibits any fault which in the opinion of the Project Architect, seriously impairs its function, may be declared as defective concrete. Such non acceptable concrete shall be removed from the site and replaced by fresh concrete of the specified quality by the contractor at his own expenses. Alternatively in case of acceptable concrete, the Contractor shall carry out whatever other remedy the Project Architect may reasonably suggest "Small rendering shall be done by the Contractor without extra cost."

#### 12 KEEPING RECORDS :

The record of mix design, mixing, slump, testing of C.C. cubes etc. shall be maintained in accordance with Section B-6.13 of the Standard Specification.

**GENERAL SPECIFICATION FOR WATERPROOFING**

Rates for respective items shall include for the additional specification

1. The work of waterproofing described in the following items shall be carried out by The contractor only through a renowned specialist waterproofing agency using cement waterproofing compounds, as approved in writing by the Project Architect.
2. The Contractor shall give before execution, detailed specifications for each item of works of waterproofing to be executed according to the specifications of the specialized agency, he proposes to employ, for approval. The work shall not be started unless approval in writing is given by the Project Architect to the said specification.
3. The Contractor shall give a guarantee bond on requisite stamp paper for a minimum period of 10 years for all the items of waterproofing done. During the guarantee period the Contractor shall entirely be responsible to rectify any defect at his own cost to maintain the work in waterproof condition. The waterproofing Contractor shall also have to make good all the surroundings disturbed by him during the rectification work at his own cost. The form of written guarantee shall be on a legal stamped agreement acceptable to the Government. The Guarantee shall be given within one month from the date of completion of water proofing treatment but any delay in furnishing the guarantee shall not relieve the contractor from implications of the clause.
4. 10% (Ten percent) of the cost of the waterproofing work executed shall be retained as "Retention Money" for a period of 10 years covering the guarantee, and the same shall be released only after satisfactory performance of the treatment during guarantee period of 10 years. This amount may be converted into any approved interest bearing security (for 10 years after completion of defect liability period), in the name of Project Architect/ IEM ( Central Bank of India) on receipt of such written request from the contractor.
5. The waterproofing agency as approved by Project Architect shall provide and install at his own cost the following for his own use and remove the same after completion of the work: I) Two pumps electrical/ diesel operated for watering and curing of work at any level in the building. Curing for all items shall be carried out for a minimum period of 14 days. Temporary Mild Steel Water storage tanks. Temporary galvanized iron piping and fittings for water line. Flexible hose lengths. Cement Godown, site office.
6. Injections .to reinforced cement concrete slab, wherever required, have to be undertaken by the Contractor free of cost.
7. Before starting the waterproofing work, the surface receiving the treatment shall be cleaned properly.
8. The item of waterproofing as given in the Schedule `B' applies for work in any position and on any floors and at any heights. The lift of materials shall not form any criteria for extra payment.

### **QUALITY ASSURANCE AND MAINTENANCE**

To ensure the specified quality of work which shall also include necessary surveys, temporary works etc., the contractor shall prepare a quality assurance plan and get the same approved from the Project Architect within eight days from the date of work order. For this, contractor shall submit an organization chart of his technical personnel to be deployed on the work along with their qualification, job descriptions defining the functions of reporting, supervising inspecting and approving. The contractor shall also submit a list of tools, equipment's and the machinery and instrumentation which he proposes to use for the construction and for testing in the field and/or in the laboratory and monitoring. The contractor shall modify/supplement the organization chart and the list of machinery, equipment etc. as per the direction of the Project Architect and shall deploy the personnel and equipment on the field as per the approved chart and list respectively. The contractor shall submit written method statements detailing his exact proposals of execution of the work in accordance with the specifications. He shall get these approved from the Project Architect. The quality of the work shall be properly documented through certificates, records, check-lists and logbooks of results etc. Such records shall be complied from the beginning of the work and be continuously updated and supplemented and this shall be the responsibility of the contractor. The forms should be got approved from the Project Architect.

The contractor shall prepare detailed completion drawings after completion of the work. He shall also prepare and submit a maintenance manual giving procedure for maintenance, with the period of maintenance works including inspections, tools and equipment to be used, means of accessibility for all parts of the structure. He shall also include in the manual, the specifications for maintenance work that would be appropriate for his design and technique of construction. This manual shall be submitted within the contract period.

**DECLARATION OF THE CONTRACTOR**

I/We hereby declare that I/we have made myself / ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/we have based my/our rates for this tender. The specifications and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/we undertake to use only the best materials approved by the Project Architect or his duly authorized representative before starting the work and to abide by his decision.

I/We hereby undertake to pay the laborers engaged on the work as per minimum wages Act 1948 applicable to the Zone concerned.

**Signature of Contractor**



**SCHEDULE-A**

**Schedule showing (Approximately) the materials to be supplied from the Department store for work contracted to be executed and preliminary and ancillary work and the rates at which they are to be charged**

Particulars	Quantity	Unit	Rates at which the material will be charged to the contractor		Place of delivery/Amount
			In figure	In words	
			Nil		

**Note :-**

2. All materials are to be procured by contractor at his own cost.
3. Conditions for materials to be brought by contractor are attached separately

## **DRAWINGS**

### **CONTRACT DRAWINGS :-**

The Contract Drawings provided for tendering purpose with the tender documents shall be used as a reference only. Contractor should visualize the nature and type of work contemplated and to ensure that the rates and prices quoted by him in the bill of quantities take due consideration of the complexities of work involved during actual execution / construction as experienced contractors in the field.

The tendered rates / prices for the work shall be deemed to include the cost of preparation, supply and delivery of all necessary drawings, prints, tracings and negatives which the contractor is required to provide in accordance with the contract.

### **DOCUMENTATION :**

If so ordered by the Project Architect, the contractor will prepare drawings of the work as constructed and will supply original and three copies to the Project Architect who will verify and certify these drawings.

Final as constructed drawings shall then be prepared by the contractor and applied in triplicate along with a micro-film of the same to Engineer for record and reference purpose at the contractor's cost.