

TENDER DOCUMENT
(Terms, Conditions & Drawings)

PART-A

**Proposed Construction of Boundary Wall
at Bank of Baroda,
BSVS, Alirajpur
Address: SY No. 1187, Village Gadat,
Near Jai Amber Petrol Pump,
Alirajpur, District Alirajpur (M.P)**

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**Tender Document for Proposed Construction of Boundary Wall at
Bank of Baroda, Baroda Swarojgar Vikas Sansthan (BSVS), Alirajpur (M.P)
PREQUALIFICATION CRITERIA**

The interested contractors should furnish the following documents for Pre-qualification along with the tender document.-

1. Having done minimum **One completed work of Thirteen Lacs or more** of similar nature in last 7 years.

OR

2. Having done minimum of **Two completed works of Eight Lacs Eleven Thousand or more** of similar nature in last 7 years

OR

3. Having done minimum of **Three completed works of Six Lacs Fifty Thousand or more of** Similar nature in last 7 years.

4. Annual average turnover for last 3 financial years should not be less than **Five Lacs**.

5. Should have registration of GST, Income tax, (Enclose related photocopies of registration, GST, PAN, TIN Number).

6. Enclosed copy of work order/completion certificates & credentials to prove for pre-qualification.

7. The tender paper can be directly down loaded from the site & applied.

8. Rs 16,300.00 (**Rupees Sixteen Thousand Three Hundred Only**) as earnest money in favor of "**BANK OF BARODA, REGIONAL OFFICE, RATLAM**". Tender paper without application & earnest money is liable to be rejected.

9. Last date of submission of bid is **08.07.2024 upto 3.00 PM & date of opening of technical bids is 08.07.2024 at 3:30 PM**.

10. Works other than BOQ will not be entertained for payments without written permission from AR. M/s Design Home Bhopal & Bank of Baroda Regional office, Ratlam.

11. Any of the item found sub-standard of below specification will not be liable for payments, no deducted rates will be provided for that item.

12. Contractors have to provide balance sheet of past three years of his account.

13. Time period is essence of project no excuses will be entertained in regards of working, **contractor** have to perform the work with in time schedule otherwise the penalties will be imposed.

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SECTION - 1

NOTICE OF INVITATION TO TENDER

Sealed tenders on item rate basis are invited from Bank's Shortlisted competent civil work contractors having sound technical and financial capacity for Construction work of Boundary wall at BSVS Alirajpur. **Tender documents may be directly downloaded from the Bank's Website.**

1.0 Submission of Tender

1.1 The tenders are to be submitted in two separate envelopes each sealed and clearly identified as to envelope number and contents as indicated below. All the Two envelopes shall be contained in a large envelope superscribed "Tender for Construction work of Boundary wall at Bank of Baroda, BSVS Alirajpur.

Tenderers will have to submit all the documents as asked for Pre-Qualification and drawings downloaded by them while submission of their tender duly stamped and signed as per instructions.

1.1.1 Envelope No.1 (Technical Bid)

The Envelope No.1 shall contain earnest money deposit in the form of Crossed **Demand Draft of Rs 16300.00 (Rupees Sixteen Thousand Three Hundred Only)** in favor of "**BANK OF BARODA, REGIONAL OFFICE, RATLAM**" for Construction of Boundary wall Works of its BSVS Alirajpur, AND pre-qualification papers as per prequalification criteria as written above This envelope shall be superscribed "Envelope No. 1- Technical Bid" (Tender for Construction work of Boundary wall at Bank of Baroda, BSVS Alirajpur)

1.1.2 Envelope No.2 (Price Bid)

Envelope No.2 shall contain tender documents & BOQ with each page and correction duly signed by Tenderers including tender form dully filled in, complete details and description including all data are to be supplied by tenderers specified in the information and instructions to Tenderers.

This envelope shall be superscribed "Envelope No. 2 – Price Bid" (Tender for Construction work of Boundary wall at Bank of Baroda, BSVS Alirajpur)

1.2 Sealed tenders as above will be received by the Office of Bank of Baroda, 2nd Floor Imperial Mall, 80 ft Road Near Hanuman Tal at Ratlam, **upto 3:00 PM. on 08.07.2024 and technical bids will be opened on 08.07.2024 at 3:30 PM.**

1.3 Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained.

1.4 The earnest money deposited by demand draft must accompany each tender and the tenders not accompanied by the earnest money deposited by demand draft are liable to be rejected as NON-RESPONSIVE.

1.5 The tender shall be valid for a period of 90 days after the dates of opening of envelop No. 1. For any further information on the tender the Office of Asst. General Manager, Bank of Baroda, Regional office Ratlam may be contacted.

1.7 The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.

Asst. General Manager, Regional office, Ratlam

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SECTION - II

INSTRUCTIONS FOR TENDERER

2.0 The details of work to be carried out and its scope are given in the specifications and bill of Quantities of these documents which also indicate a brief description of the Project where work is to be executed.

The Tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.

2.1 The Tenderers, in their own interest, are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, in respect of the site conditions including but not restricting to the following which may influence or effect the work or cost thereof under the contract.

a) Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.

b) Requirement and availability of land and other facilities for his enabling works, stores and workshops etc.

c) Ground condition including those bearing upon transportation, disposal, handling and storage or materials required for the work or obtained there from;

d) Source and extent of availability of suitable materials including water etc. and labors (skilled and unskilled) required for work and laws and Regulations governing their use and employment;

e) The type of equipment and facilities needed preliminary for and in the performance of the work and for successful completion of work.

f) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.

2.2 The tenderers should note that the information, if any, in regard to the site and local conditions, as contained in these tender documents has been given merely to assist the tenderers and is not warranted to be complete.

2.3 The tenderers should note and bear in mind that the Bank shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge as aforesaid on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Bank.

2.4 Immediately on receipt of the Tender Documents from the Bank but at least seven days prior to the date fixed for opening of Envelope No. 1 & 2 of Tender, the Tenderer may submit in writing any tender enquiry on matters where clarifications or additional information is desired.

If considered appropriate, the Bank reserves the right to issue addendum(s) or amendment(s) to any condition/specifications/schedules to all Tenderers before the date of submission. Tenders submitted by the tenderers shall be deemed to cover the effect of such addendum(s)/amendment(s) issued and such addendum(s)/amendment(s) duly signed by the tenderers shall be submitted along with the tenders.

2.5 The tender should be submitted in the prescribed form and the same should be signed as laid down here under;

a) If the tender is submitted by an individual it shall be signed by the proprietor above his full name and full name of his firm with his current business address.

b) If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.

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- c) If the tender is submitted by a firm in partnership, it shall be signed for and on behalf of the firm by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the Power of Attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.
- d) If the tender is submitted by a Limited company, or a Limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the Power of Attorney shall accompany the tender. Such Limited company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- e) If the tender is submitted by a group of firms, the sponsoring firms shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of the firms for tendering and for completion of the contract of the contract document. The full information and satisfactory evidence pertaining to the participation of each members of the group of firm in the tender shall be furnished along with the tender.
- f) All witnesses and sureties (if any) shall be persons of status and their full names, occupations and address shall be stated below their signatures. All signatures affixed on each page in the tender will be dated.

2.6 The tenderer shall furnish with his tender:

- a) Construction schedule showing all activities of work in details and in the form of Bar Chart proposed to be completed within the stipulated period duly signed as token of acceptance.
- b) Details of plant, equipment and Machinery immediately available with the tenderer for deployment on the work.
- c) Detail of Technical and supervisory personnel already employed by tenderer which he proposes to utilize for this work and such other personnel which he proposes to employ further for this work.
- d) Relevant information on the capacity, financial resources and experience about himself.

2.7 The earnest money deposit without any interest will be returned to the unsuccessful tenderers only after validity period/award of work.

2.8 The Bank or its duly authorized representative will open the tenders in the presence of tenderers who may be present at the time. If any of the tenderer or his agent is not present at the time of opening of tender, the Bank or its duly authorized representative will, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender under his signatures. Such a statement shall then be binding on the absentee tenderer.

2.9 Tenders, which should always be placed in sealed covers, with the name of the project written on the envelopes will be received by Bank Of Baroda, Regional Office, Ratlam, upto **3:00 PM. on or before 08.07.2024 & technical bid will be opened on 08.07.2024 at 3:30 PM.**

2.10 The time allowed for the carrying out of the work will be **65 days** from the date of written orders to commence the work.

2.11 The tenderers should quote for all the items of work as given in the bill of quantities. The rates shall be written in both the words and in figures. Tenderer shall also show cost of each item, total of each subhead and, the Grand total of the whole contract. Corrections, if any, shall be made by crossing out, initialing dating and rewriting.

2.12 While a contractor signs a tender in an Indian language the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates and the amount tendered should be attested by a witness.

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2.13 Tender form will be available on Bank's website (www.bankofbaroda.in) under tender section. **Any Addendum/Corrigendum regarding tender shall be published on Bank's Website only.**

2.14 Earnest money amounting to (Rs 16300.00/-) in the form of Bank Draft drawn in favour of "Bank Of Baroda, Regional Office, Ratlam" must accompany each tender and each tender is to be in a sealed cover superscribed "Tender for Construction of Boundary wall Works at BSVS Alirajpur " and addressed to the office of Asst. General Manager, Bank Of Baroda , Regional Office , Ratlam.

2.15 The contractor whose tender is accepted will be required to furnish by way of **security deposit 2% of the accepted tender amount including earnest money for the due fulfillment of his contract. The Security Deposit shall be collected as detailed in General conditions of contract clause no. 5.12.**

2.16 The acceptance of a tender will rest with the Bank Of Baroda , which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

2.17 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

2.18 All item rates shall be quoted on the proper form of the tender alone.

2.19 An item rate tender containing percentage below/above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period. This may be considered.

2.20 On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer/Architect shall be communicated to the Employer/Architect.

2.21 Special care should be taken to write in figures as well as in words and the amounts in figure only, in such a way that interpretation is not possible. The total amount should be written both in figures and words. In case of figures, the word 'Rs' should be written before, the figure of Rupees and words 'p' after the decimal figures, e.g. Rs 2.15 p and in case words, the word 'Rupees' should precede and the word paise should be written at the end, unless the rate is in whole rupees and followed by the words 'only', it should invariably be up to two decimal places. While quoting the rates in the bill of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

2.22 (a) The Bank does not bind itself to accept the lowest tender but it may accept any tender and reserves to itself the right of accepting the whole or any part of a tender and the tenderer shall be bound to perform the same at the rate quoted.

(b) The Bank reserves the right to accept the tender in full or in parts and that the tenderer shall have no claim for revision of rates or other conditions if the tender is accepted in parts.

2.23 The contractor shall give a list of his relatives working with the Bank along with their designations and addresses.

2.24 No employee of the Bank is allowed to work under or as a contractor for a period of two years after his retirement from Bank services, without the previous permission of the Bank. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be a such a person who had not obtained the permission of the Bank as aforesaid before submission of the tender or engagement in the contractor's service.

2.25 The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of Envelope No. 1 of the tender. If any tenderer withdraws his tender before the said period, then the Bank shall be at liberty to forfeit Earnest Money paid along with the tender.

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The Earnest Money Deposit of the tenderer whose tender is accepted shall be forfeited in full in case he does not remit the initial security deposits within the stipulated period or start the work by the stipulated date mentioned in the award letter.

2.26 The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the said work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.

2.27 It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter in to an agreement, for each component with the competent authority in the Bank.

2.28 Sealed tenders are to be delivered in person to the officer nominated for the purpose or put in a sealed tender box kept in the office before the stipulated time.

2.29 The 'Notice Inviting Tender' and this 'Instructions for Tenderers' shall form part of the Tender Documents.

SIGNATURE OF THE COMPETENT AUTHORITY

Bank of Baroda

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SECTION - III
FORM OF TENDER

To,
The Asst. General Manager,
Bank Of Baroda,
Regional Office, Ratlam
2nd Floor, Imperial Mall,
80 ft Road Near Hanuman Tal, Ratlam.

NAME OF WORK: Proposed Construction work of Boundary wall at Bank of Baroda BSVS, Alirajpur.

Sir,

3.1 Having visited the site and examined the drawings, conditions of contract, special conditions of contract, General specifications and detailed specifications, schedules and bill of quantities for the construction of the above named works, we offer to construct, complete and maintain the whole of the said works in conformity with the said drawings, conditions of contract, specifications, schedules and bill of quantities for the sum stated in bill of quantities of this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.

3.2 We undertake to complete and deliver the whole of the works comprised in the contract within the time stated in the appendix hereto.

3.3 We have independently considered the amount of liquidated damages shown in the Appendix hereto and agree that it represents a fair estimate of the loss likely to be suffered, by you in the event of the works not being completed in time.

3.4 We agree to abide by this tender for the period of 90 days from opening of envelope 2 or extension there of as required by the employer from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

3.5 We confirm that the period and rates as referred in the agreement or general conditions of contract are given or summarized in the appendix hereto, to which we give our consent and agree to abide by the same.

3.6 If this tender is accepted, we undertake to enter into and execute at our cost, when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding contract between us.

3.7 We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.

3.8 We understand that you are not bound to accept the Lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the contractor or divide the work to more than one contractor without assigning any reason or giving any explanation whatsoever.

Dated this _____ day of _____ 2024 Signature
_____ in the capacity of _____ duly authorized to
sign tenders for and on behalf of _____

(IN BLOCK CAPITALS)

Witness:

Signature/ Address:

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APPENDIX TO FORM OF TENDER

GENERAL CONDITIONS OF CONTRACT CLAUSE NO.

Defects Liability period	12 Months (Clause No. 5.37)
Date of commencement	7 days from the date of acceptance letter is issued to contractor or day on which the contractor is instructed to take possession of the site whichever is later. (Clause No. 5.14)
Time of completion	65 Days from the date of commencement. (Clause No. 5.14)
Period of Final Measurement	One months from the date of virtual completion (Clause No. 5.31)
Liquidated damages	1.00% of the tendered amount shown in the tender per week subject to the ceiling of 10.00% of the accepted contracted sum. (Clause No. 5.15)
Minimum value of work for interim certificate	8.0 Lakhs (This value shall be the difference of work done of two consecutive bills). (Clause No. 5.29)
Initial security deposit	2% of the accepted tender value including earnest money (Clause No. 5.12)
Retention percentage	8% of the accepted tender amount subject to maximum as per clause for one year.
Refund of total security comprising of EMD, ISD and Retention	The initial security deposit comprising of EMD, shall be refunded to the ISD and retention contractor within 14 days of the issue of certificate of Virtual completion. The retention amount will be refunded to the contractor 14 days after the end of the defect liability period. (Clause No. 5.12)
Period of honoring Certificate	15 days from date of receipt of certificate from the Architect. (Clause No. 5.29)

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SECTION - IV

ARTICLES OF AGREEMENT

This agreement is made on _____ day of _____ 2024 between (Bank of Baroda, Regional Office Ratlam, _____ (hereinafter called "The Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of certain works should be executed viz. Construction of Boundary wall Works at Bank Of Baroda BSVS, Alirajpur and has by letter of acceptance dated _____ accepted a tender by the contractor for the execution, completion, and maintenance of such works, now THIS AGREEMENT WITNESSES as follows :

4.1 In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to:

4.2 The following documents shall be deemed to form and to read construed as part of this agreement, viz.

- i) Original tender document.
- ii) Relevant correspondence all letters/correspondence forming part of contract and referred to in acceptance letter.
- iii) Acceptance letter.
- iv) Bill of quantities.
- v) The drawings.
- vi) Time and progress chart.
- vii) Other additional documents as required,
 - a)
 - b)
- viii) Article of Agreement.

4.3 The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities of discrepancies the latest documents issued by the Bank shall prevail over on earlier documents.

* Give the Name, Destination and Address of the Contractor.

4.4 In consideration of the payment to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the employer to perform execute, complete and maintain the work in conformity in all respects with the provision of the contract.

4.5 The employer hereby covenants to pay the contractor in consideration of the execution, completion and maintenance of the works such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities/bill of quantities prescribed in the contract.

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day, month and year first above written.

SIGNED AND SEALED AND DELIVERED BY THE

Said _____
(Name _____)

On behalf of the contractor

said _____
(Name _____)

on behalf of the employer

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In the presence of

in the presence of

Name: _____

Name: _____

Address: _____

Address: _____

*This form is included in the tender documents only for the information of the tenderers. Only the successful tenderer will be, in due course, required to complete the form.

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SECTION V

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the Schedule of Quantities and in the specifications and conditions laid down hereinafter and in the drawings, the work shall be carried as per standard specifications and under the directions of the Employer/Architects.

5.1 INTERPRETATION

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

i) Employer : The term employer shall denote Bank Of Baroda with its Regional Office, Ratlam and any of its employees or representative authorized to act on their behalf.

ii) The Bank : The term Bank shall mean Bank of Baroda, the Employer.

iii) Architects: The term Architects shall means M/s Design Home 455, Sector-3 Shakti Nagar Bhopal-462024 or in the event of his/their ceasing to be the Architects for the purpose of this contract such other persons as the Employer shall nominate for the purpose.

iv) The Engineer in charge : The term means Engineer to Bank of Baroda deployed to look after the work.

v) Site Engineer: The term shall means person posted at site who shall work under the orders of Architects/Employer/Engineer-in-charge to inspect the works.

vi) Contractor: The term Contractor shall mean _____
(name and address of the contractor) and his/their heirs, legal representatives assigns and successors.

vii) Site : The site shall mean the site where the works are to be executed as shown within boundary on the Site Plan including any building and erections thereon allotted by the Employer for the Contractor's use.

viii) Drawings : The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the employer during the execution of the work.

All the drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Employer/Architects shall give access to such drawings or schedule of quantities whenever necessary.

In case any detailed drawings are necessary, contractor shall prepare such detailed drawings and/or dimensional sketches therefore and have it confirmed by the employer prior to taking up such work.

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

ix) "The works" shall mean the work or works to be executed or done under this contract.

x) "Act of Insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any Amending Statutes.

xi) "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.

xii) "Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted percentage of the contractor.

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xiii) Order of precedence for any ambiguity in the schedule of quantities, general conditions, special conditions, specifications and drawings for the contractor shall be as per the decision of the Employer and the same will be binding on the Contractor, and shall be read as under in the decreasing order of importance.

- a) Schedule of Quantities.
- b) Drawings.
- c) Special Conditions.
- d) General Conditions.
- e) Technical Specifications of Contract.
- f) C.P.W.D. specifications.
- g) Bureau of Indian Standards specifications.
- h) State P.W.D./General Engineering Practice.

Any ambiguity observed shall be brought to the notice of Employer and be executed after obtaining approval from the Employer.

5.2 SCOPE

The work consists of Construction of Boundary wall Works at Bank of Baroda BSVS, Alirajpur .in accordance with the "Drawings" and "Schedule of Quantities". The Civil works, related electrical works etc. complete are within the scope of this tender. It includes furnishing all materials, labour, tools and equipment and management necessary for, and incidental to, the construction and completion of the work. All work, during its progress and upon completion shall conform to the lines, elevations and grades as shown on the drawings furnished by the employer. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the employer and to furnish and install such detail with employer's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively, referred to as "the employer's instructions" in regard to :

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

The contractor shall forthwith comply with and duly execute any work comprised in such employer's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the employer shall if involving a variation be confirmed in writing to the contractor/s within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written

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permission of the employer. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in clause "variations".

5.3 TENDERER SHALL VISIT THE SITE

Intending Tenderer shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of the works, facilities of transport conditions, effective labour and materials, accesses and storage for materials. The Tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated in drawings. The successful Tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site conditions which existed before the commencement of the work or which in the opinion of the Employer might be deemed to have reasonably been inferred to be so existing before commencement of work.

5.4 TENDERS

The entire set of tender paper issued to the tenderer should be submitted duly priced and also signed on the last page together with initials on every page. Initials/Signature will indicate the acceptance of the tender papers by the tenderers.

The schedule of quantities shall be filled in as follows :

- i) The rates column to be legibly filled in ink in both English figures and English words.
- ii) Amount column to be filled in figures for each item and the amount for each subhead as detailed in the "Schedule of Quantities".
- iii) All corrections are to be initialed.
- iv) The "Rate Column" (for alternative items shall be filled up).
- v) The "Amount" for alternate items of which the quantities are not mentioned shall not be filled up.
- vi) In case of any errors/omissions in the quoted rates, the rates given in the tender marked "original" shall be taken as correct rates.

No modifications, overwriting or corrections can be made in the tender papers by the tenderer, but he may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

The employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rate or other conditions if his tender is accepted in parts.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct workable and self-supporting. If called upon by the employer detailed analysis of any or all the rates shall be submitted by the contractor. The employer shall not be bound to recognize the contractor's analysis.

The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump sum charges as will be assessed to be payable by the employer.

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The employer has power to add to, omit from any works as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of 90 days from the date of opening of the tender (Envelope No. 2).

5.5 AGREEMENT

The successful contractor may be required to sign agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses, incidental thereto.

5.6 PHOTOGRAPHS

The contractor shall supply the Architect & Employer weekly with well executed uncounted photographs 4 (four) No. of size 200 x 250mm in duplicate showing the progress of the works and also such particular section of the works, site plan, machinery or materials as the Engineer may direct within his quoted prices.

5.7 GOVERNMENT AND LOCAL RULES

The contractor shall conform to the provisions of all local By-laws and acts relating to the work and to the regulations etc. of the Government and local authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said act, rules, regulations and Byelaws etc. and pay all fees payable to such authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. He shall indemnify the employer against such liabilities and shall defend all actions arising from such claims or liabilities.

5.8 TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all duties, royalties, cesses and sales tax, or any other taxes or local charges, if applicable. However, work contract tax shall be deducted at source at the specific rate in state legislative, if applicable. The certificate in respect of T.D.S. shall be issued by the Bank as per rate. No claim whatsoever on this account shall be entertained.

5.9 PROVISIONAL SUM (P.S.)

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

5.10 QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

5.11 OTHER PERSONS ENGAGED BY THE EMPLOYER

The employer reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. However the contractor shall employ "A" grade Licence holder Electrical contractor to complete the electrical work in the scope of the tender

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5.12 EARNEST MONEY AND SECURITY DEPOSIT

The tenderer will have to deposit an amount of Rs 16300.00 in the form of Bank draft drawn in favour of Bank Of Baroda, Regional Office, Ratlam at the time of submission of tender as an Earnest Money. The employer is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The successful tenderer to whom the contract is awarded will have to deposit an initial security deposit, a further sum to make up 2% of the value of the accepted tender including the Earnest Money. The initial Security Deposit will have to be made by the contractor to the Bank within 14 days of acceptance of award letter, failing which the employer at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender. The initial security deposit shall be accepted in the form of Demand draft and not by Bank Guarantee. The initial security will be refunded to the contractor within fourteen days after the issue of certificate of virtual completion.

Apart from the initial security deposit made as above, retention money shall be deducted from the progressive running bills at 8% of the gross value of each running bill. However the retention money on secured advance payable will not be deducted.

The retention amount will be refunded to the contractor fourteen days after the defect liability period. Provided the contractor has satisfactorily carried out all the works and to all the defects in accordance with the conditions of contract. No interest is allowed on Retention Money.

5.13 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

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

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

The contractor shall supply, fix and maintain at his own cost for the execution of any work, all tools tackles, machinery and equipment's and all the necessary scaffolding, , watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such scaffolding, etc. as occasion shall be required or when ordered to do so and shall fully reinstate and make good all matters and things distributed during the execution of works to the satisfaction of the Employer/Architect.

The Contractor shall at all times give access to workers employer by the Architect / Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc. in any work where directed by the employer as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenders shall accordingly include all these above mentioned contingent works.

5.14 TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

5.14.1 Time of completion

The entire work is to be completed in all respects within the stipulated period. The date of commencement will be SEVEN days from the date of acceptance letter issued to the contractor or

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the day on which contractor is instructed to take possession of site, whichever is latter. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as completed until the Employer have certified in writing that work has been completed and the defects liability period shall commence from the date of such certificate.

5.14.2 Extension of Time

If, in the opinion of the Employer/Architect the works be delayed

- (a) by reason of any exceptionally inclement weather, or
- (b) by reason of instruction from the employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or
- (c) by the works, or delay, of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification or
- (d) by reason of authorised extra and additions or
- (e) by reason of any combination of workmen or strikes or lockout effecting any of the building trades or
- (f) from other causes which the employer may consider are beyond the control of the contractor, the Employer at the completion of the time allowed for the contract, shall make fair and reasonable extension of the time for completion in respect therefore. In the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the contractor, shall immediately give the employer, written notice thereof. Nevertheless, the contractor shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the employer to proceed with the works and on his doing so that it will be ground of consideration by the employer for an extension of time as above provided. The decision of the Employer as to the period to the allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lockout and the employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 5.15 with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the employer were substituted for and the damage shall be deducted accordingly.

5.14.3 Progress of work

During the period of construction the contractor shall maintain proportionate progress on the basis of a programme chart submitted by the contractor immediately before commencement of work and agreed to by the employer/Architect. Contractor should also include planning for procurement for scarce material well in advance and reflect the same in the programme chart so that there is no delay in completion of the project.

5.15 LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer/Architect within the stipulated period, the contractor shall be bound to pay to the employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the completion date.

1.00% of the tendered amount shown in the tender per week subject to ceiling of 10.00% of the accepted contracted sum.

5.16 TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS

5.16.1 The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff, which offices shall be open at all

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reasonable hours to receive instruction, notices or communication and clear away on completion of the work and make good all work disturbed.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants and other insects.

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

The Contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendants, lights etc. required.

The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction and all receptacles, cisterns, water tanks etc. used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the employer against any breach of rules in respect of anti-malarial measures.

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

5.16.2 Protective Measures

The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and, protecting the work, the site and surrounding property by day, by night, on all days including Sundays and other holidays.

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

The contractor shall provide necessary temporary enclosures, gates, entrance etc. for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

5.16.3 Storage of materials

The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc., and other work that may be executed on the site including the tools and materials of subcontractors and remove same on completion.

5.16.4 Tools

All instruments like steel tape etc. which is found necessary for the works shall be provided by the contractor for due performance of the contract.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be require for safety taking measurements and shall be supplied by the contractor.

The Mistry's and the supervisors on the works shall carry with them always a one metre or two metre steel tapes, a measuring tape of 30 metres, a spirit level, a plumb bob and a square and shall check the work to see that work is being done according to the drawings and specifications. The site engineer will use any or all measuring instruments or tools belonging to the contractor as he chooses for checking the works executed or being executed on the contract.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plants etc. by subcontractors for their work.

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5.17 NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The Contractor shall confirm to the provisions or any acts of the legislature relating to the work, and to the regulations and By-Laws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose system the structures were proposed to have constructed and shall before making any variation from the drawings or specifications that may be associated to so confirm, give the Employer/Architects written notice, specify the variations proposed to be made and the reasons for making them and apply for instructions thereon. The Employer on receipt of such intimation shall give a decision with a reasonable time.

The Contractors shall arrange to give all notices required for by the said acts, regulations or By-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer

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

5.18 CLEARING SITE AND SETTING OUT WORKS

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

5.19 ACCESS

Any authorized representative of the employer/architect shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the Bank or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the employer, no person shall be allowed at any time without the written permission of the employer.

5.20 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars and instructions as may from time to time be given by the Employer/Architect during the execution of the work, and to his entire satisfaction.

If required by the Employer/Architect the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the employer at his own cost to prove that the materials etc. under test confirming to the relevant IS standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube), transporting, testing etc. shall have to be borne by the contractor. No extra payment on this account would in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales taxes, octroi and other charges and must be the best of their kind available and contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the Employer/Architect when so directed by the

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Engineer/Architects and written approval from Employer/Architect must be obtained prior to placement of order. The approved samples shall be kept with the Employer till the completion of work.

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

The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or subcontractor and any damage caused must be made good by the contractor at his own expenses.

5.21 REMOVAL OF IMPROPER WORK

The employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Architect are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental there to as certified by the employer shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Architects shall relieve the contractor from his liability in respect of unsound work or bad materials.

5.22 SITE ENGINEER

The term "Site Engineer" shall mean the person posted at site by Architect/Employer to superintend the work. The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contractor or to sanction any day work, additions, alterations, deviations, or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Employer.

The Site Engineer shall have power to give notice to the contractor or to his foreman of non approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the employer is obtained. The work will from time to time be examined by the Architects, Engineer from the premises department of the Employer and the Site Engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy and defects which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the Employer.

5.23 CONTRACTOR'S EMPLOYEES

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) through out the working hours to receive and comply with instructions of the Employer/Architects. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connections with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local laborers on the work as far as possible.

No laborers below the age of sixteen years and who is not an Indian National shall be employed on the work.

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

The contractor shall comply with the provisions of all labor legislation's including the requirements of :

- a) The payment of Wages Act.
- b) Employer's Liability Act.
- c) Workmen's Compensation Act.
- d) Contractor Labor (Regulation & Abolition) Act, 1970 and Central Rules 1974.
- e) Apprentices Act 1961.
- f) Any other Act or enactment relating thereto and rules framed there under from time to time.

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

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the state or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's laborers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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

5.24 DISMISSAL OF WORKMEN

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

5.25 ASSIGNMENT

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

5.26 DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the worker or workmen or persons, or things and for all damages to the project works, materials, equipments, structural and/or decorative part of property which may arise from the or neglect of himself or of any subcontractor or any of his or a subcontractor's employees whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include interlaid any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the employer and hold harmless in respect of all and

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any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

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

The contractor shall effect the insurance necessary and indemnify the employer entirely from all responsibility in this respect. The insurance must be placed with company approved by the employer and must be effected jointly in the name of the contractor and the employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected for the very initial stage. The contractor shall also be responsible for anything which may be excluded from the damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

5.27 INSURANCE

Unless otherwise instructed the contractor shall insure the works for all risk (include fire, flood, earthquake & third party) of the contractor for total tender value and keep them insured until the virtual completion of the contract against any loss or damage of the material and of the project. The insurance must be placed with a company approved by the Employer in the joint names of the Employer and the contractor for such amount and for any further sum if called to do so by the Employer. The premium of such further sum being allowed to the contractor as an authorized extra. The contractor shall deposit the policy and receipt premium paid with the Employer within FIFTEEN one days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to extension of time for completion as the Employer may deem fit.

5.28 ACCOUNTS RECEIPT & VOUCHERS

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

Before taking any measurement of any work the site Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Site Engineer then in any such event the measurements taken by the Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

5.29 PAYMENTS

All bills shall be submitted by the contractor in the form prescribed by the employer. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed

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measurements in support of the quantities of work done and must show deductions for all previous payments, retention money etc. The bill shall be checked at site by site Engineer and thereafter the Architect shall issue a certificate after due scrutiny of the contractor's bill which may be further verified by the Employer and the contractor shall be entitled to payment there of, within the period of honoring certificates named in these documents, as per final verified amount by the Employer.

The amount as stated in an interim certificate shall be the total value of work properly executed and secured advance on the materials as described under the heading of secured advance less the amount to be retained by the employer as retention money vide clause 5.12 of these conditions and less installments previously paid under these conditions, provided the such certificate shall only include the value of said material and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties.

The employer will deduct retention money as described in clause 5.12 of these conditions. The refund of retention money will be made as specified in the said clause.

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

All the interim payments shall be regarded as payment by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or to be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall, it conclude determine or affect in any way the powers of the employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of virtual completion furnished by employer and payment shall be made within six weeks after issue of certificate of the Architect.

5.31 FINAL PAYMENTS

The period of Final Measurements will be One Month from date of Completion, The final bill shall be accompanied by a certificate of completion from the Employer, payments of final bill shall be made after deduction of Retention Money as specified in clause 5.12 of these conditions, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Employer and Architect's certificate that the contractor has rectified all defects to the satisfaction of the Employer and Architects. The acceptance of payments of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

5.32 VARIATION/DEVIATIONS

The contractor may when authorized and shall, when directed in writing by the employer add or omit, or vary the works shown in the drawings or described in the specifications or included in the priced schedule of the quantities. The contractor on his own accord shall make no addition, omission or variation without such authorization of direction. A verbal authorization of direction by the employer shall when confirmed correctly by the contractor in writing within 3 days shall be deemed to have been given in writing.

The contractor shall send to the Architect/Employer once in every Month a statement giving particulars, as full and detailed as possible, of all claims for any additional payment to which the contractor may consider himself entitled and of all extra or additional work ordered by the employer which he has executed during the preceding month.

No final interim claim for payment for any such work or expense, will be considered which has not been included in such a statement provided always that the Architect shall be entitled after taking employer's sanction to authorize payment to be made for any such work or expense, notwithstanding the contractor's failure to comply with this condition, if the contractor has, at the earliest

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practicable opportunity, notified the Architect in writing that he intends to make a claim for such work.

The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules :

i) The net rates or prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.

ii) If the rates for the extra, altered or substituted or (deviated) work are not provided for (available) in the schedule of quantities, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items. For the purpose of such deviation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis, for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills/vouchers dependable printed price schedule of building materials of different type shall be adopted, using factors and constants for quantum of materials, labour, T & P and sundries, form standard analysis of rates adopted by the National Building Organisation, Ministry of Works and Housing, Government of India in preparation of All India Standard Schedule of Rates, 2020/DAR and adding 15% over towards profit and overheads. When called upon to do so, the contractor shall submit the required purchase bills/vouchers.

iii) In respect of a contract which incorporates more than one schedule, the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, shall be taken as the lowest applicable rate in other schedules. Similarly in case (ii) above if similar in near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, similar or near similar items from the other schedule shall be adopted.

iv) In the case of additional, altered substituted (deviated) for which rates cannot be reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices, substantiated by purchase bills/vouchers using factors and constants for quantum of materials, labour, T & P and sundries from standard analysis of rates adopted by the National Building Organisation, Ministry of Works and Housing, Government of India in preparation of All India Standard Schedule of Rates, 2020/DAR and adding 15% over towards profit and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers to the Architect's and Employer.

v) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additional, altered for substituted deviated work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will decided by the employer.

vi) In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principles enunciated and the Architect, after scrutinising the analysis any other papers furnished will allow such rates as he considers reasonable after obtaining Employer's sanctions.

vii) Where extra work is of such a nature that it cannot be properly measured or valued, the contractor shall be allowed day work priced at the net rates stated in the tender or the priced schedule of quantities or if not so stated then in accordance with the minimum local day work rates and wage for the district notified by the concerned authority provided that in either case if required by the Architects, vouchers, muster rolls and other documents, required for proper verification of the labour employed and the materials deployed on the said work and the costs thereof be delivered to the Site Engineer, Architect or his representative on or before the end of the week following that in which the work has been executed.

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The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the Architects and Employer. The margin to be allowed on actual costs to the contractor towards profit and overhead shall be 15%.

5.33 DEVIATION LIMIT FOR TENDER QUANTITIES BEYOND 25%

The tender rates shall hold good for any increase in the tendered quantities upto variation of 25%. In case tender quantities of an individual item exceeds the deviation limit of 25% the rates for the excess quantities over and above the deviation limit shall be payable as per market rate analysis, sustained by purchase vouchers/bill using constant only of materials, labour, T & P etc. from all Indian Standard analysis of rates published by NBO/DAR with 15% contractor's profit and overheads. For non schedule items, constant of material, labour, T & P etc. shall be decided by the Engineer in-charge of Employer, and Architect based on the actual observation at site.

5.34 SUBSTITUTION

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

5.36 CLEARING SITE ON COMPLETION

On completion of the works, the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer and Architects.

5.37 DEFECTS AFTER COMPLETION

The defects liability period (D.L.P.) shall commence from the certified date of virtual completion issued jointly by the Bank /Architects. The contractor shall make good at his own cost and to the satisfaction of the employer all defects, shrinkages or other faults which may appear within 12 months after completion of the work. In default, the employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, losses and expenses shall be recoverable from him by the employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under clause No. 5.12 together with any expenses the Employer may have incurred in connection therewith.

5.38 CONCEALED WORK

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

5.39 IDLE LABOUR

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

5.40 SUSPENSIONS

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If the contractor, except on account of any legal restraint upon the Employer preventing the continuance of the work, abandons, suspends work or in the opinion of the Employer, the contractor neglects or fails to proceed with due diligence in the performance of his part of the contract, the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notices purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in clauses 5.41 (Termination of contract by Employer).

5.41 TERMINATION OF CONTRACT BY EMPLOYER

The contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in numbers or amount of his creditors or shall enters into a Deed or arrangement with his creditors or if the official assignee in insolvency of the receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's appointed by court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefor, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and the creditors of the contractor, or shall assign charge or encumber this contract or any payments due or which may become due to the contractor thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercised such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days' notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor). Further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works and the contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of fourteen days after receipt by him. The employer may sell the same by Public Auction and shall give credit to the contractor for the amount so released. Any expenses or losses incurred by the employer in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

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5.42 ARBITRATION

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

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

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

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

If the Arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the contract shall however continue during the Arbitration proceedings and no payments due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

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

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be such place as may be fixed by the Arbitrator on his sole discretion.

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

The award to the Arbitrator shall be final and binding on both the parties.

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Subject to aforesaid the provisions of the Arbitration Act 1996 or any statutory modification or reenactment thereof and the rules made thereunder and for the time being enforce, shall apply to the Arbitration proceeding under this clause.

The Employer and contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

5.43 EXCEPTED MATTERS FROM ARBITRATION

If the dispute of difference pertains to the under-noted matters (called excepted matters) the decision and in writing of the Employer shall be final, conclusive and binding on the parties.

- a) Instructions.
- b) Transactions with local authorities.
- c) Proof of quality of materials.
- d) Assigning or underletting of the contract.
- e) Certificate as to the causes of delay on the part of the contractor and justifying extension of time.
- f) Rectifying of defects pointed out during the defects liability period.
- g) Notice to the contractor to the effect that he is not proceeding with due diligence.
- h) Certificate that the contractor has abandoned the contract.
- i) Notice of the determination of the contract by the employer.

5.44 CONTRACT DRAWINGS GENERAL

Two copies of each of the drawings and one copy of each of the condition of contract specification tender preamble and bill of quantities will be provided for the use of the contractor who must satisfy himself as to the accuracy of the said copies in every detail, and make all other copies necessary for the conduct of the work. Any comments on drawings to be given by the contractor within 7 days from receiving of drawings.

One copy of each drawing or sketch furnished to the contractor shall be kept in an office at the works and the Engineer or any person authorised by the Employer shall have free access to the drawings and sketches whenever they desire.

5.45 RIGHTS OF TECHNICAL SCRUTINY BY CHIEF TECHNICAL EXAMINER

The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the contractor at his own cost and any deduction suggested by the CTE will be effected.

The Employer shall have a right to cause a technical examination and audit of works and the final bills of the contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been over paid in respect of any work done by the contractor under the contract the contractor shall be liable to return the amount of over payment and it shall be lawful for the employer to recover the same from him from any sum or sums due to him and in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the employer.

Any sum of money due and payable to the contractor (including Security Deposit returnable to him) under this contract may be appropriated by the Employer and set off against any claim of the employer of the payment of a sum of money arising out of or under any other contract made by the contractor with employer.

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5.46 WATCHING AND LIGHTING

The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Architects and Employer for the protection of the works or for the safety and convenience of those employed on the works or the public.

5.47 CONTROL RECORDS

The under-noted records books at the site of work shall be maintained in addition to normal routine requirements by the contractor.

- a) Daily progress record.
- b) Work site order book.
- c) Instruction by Bank's Officers.
- d) Test registers of other materials/fittings fixtures equipments as stipulated in the tender.
- e) Register of drawings and working details.
- f) Log book of defects.
- g) Hindrance register giving details of commencement and removal of each hindrance.
- h) Dismantled materials account register.
- i) Supply and consumption register of scarce / costly materials like laminates special paints white cement, or any material as directed by Architect / Employer.
- j) Specifications C.P.W.D. & I.S.I. as applicable to the contract.
- k) IS : 1200 relating to measurements.
- l) Conversion Table IS 786.

These registers are to be got signed by the Site Engineer on daily basis.

5.48 SECURITY ARRANGEMENT

- (a) Proper arrangements shall be made to keep all records under lock and key.
- (b) It shall be ensured that the contractor provides for adequate fences, watch and ward and security of basic materials such as cement and steel etc.
- (c) Movement of material, stores and plant, especially of those in which the Bank has got a financial interest or those which influence progress of work, shall be strictly controlled. Checks shall be exercised at gate (entrance and exit shall be preferably through one gate only).
- (d) When the work is completed and handed over to the user, the responsibility of proper security arrangement shall rest with the users.

5.49 WORKING HOURS

Site officers working hours shall normally be fixed as may be prevailing in the locality.

Normally no construction work of important structural nature shall be carried out on Sundays, Holidays and during nights. In exceptional circumstances, however, the work may be carried out with proper approval of the Site Engineer who shall depute supervision staff to be present on the occasion.

5.50 LABOUR RECORD

The contractor shall maintain relevant records and fulfill all conditions and requirements in accordance with the following Act and Rules made hereunder.

- (a) The Payment of Wages Act.
- (b) Employer's Liability Act.

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- (c) Workmen's Compensation Act.
- (d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- (e) Apprentices Act 1961.
- (f) Minimum wages Act 1948.
- (g) Industrial Disputes Act 1947.
- (h) Maternity benefit Act 1961.
- (i) ESI Act.
- (j) Payment of Bonus Act.
- (k) Payment of Gratuity Act.
- (l) Any other Act or enactment relating thereto and rules framed thereunder from time to time.

5.51 HANDING OVER BUILDING/PROJECT WORK TO THE Bank

Handing and taking over report and inventories/statement (in quadruplicate) at the time of handing over shall be prepared. The reports and inventories shall be signed by :

- (a) The contractor (Only the relevant papers).
- (b) The Site Engineer, and
- (c) Competent authority in the Bank.

The following inventories/statements shall be prepared :

- i. Inventory of furniture (Table, Chairs, Almirah etc.).
- ii. Inventories of builders hardware etc.) locks (Rim mortice and cylindrical) and night latches all with duplicate keys.
- iii. Inventory of fixtures & fittings of installations (electrical light fittings, fans, bells, air-conditioning, lifts pumps and the like).

5.52 DELINQUENCIES OF CONTRACTORS

5.52. Procedures for dealing with Delinquencies/ Defaults/ Misconduct/ Misdemeanors of tenderers/ Contractors.

- i) The undernoted delinquencies/defaults/misconduct/misdemeanors on the part of tenderer or enlisted contract will attract disciplinary action.
 - a) Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
 - b) Non-submission of the fresh/latest Income tax clearance certificate.
 - c) Irregular tendering practice.
 - d) Submission of tender containing for too many arithmetical errors and freak rates.
 - e) Revoking a tender without any valid reasons.
 - f) Tardiness in commencing work.
 - g) Poor Organisation at site & lack of his personal supervision.
 - h) Ignoring Bank's notices for replacement/rectification of rejected materials, workmanship etc.
 - i) Violating any of the important conditions of contract, i.e. site facilities, insurance, labour laws, ban on subletting etc.
 - j) Lack of promptitude and cooperation in measurement of work and settlement of final account.
 - k) Non-submission of vouchers and proofs of purchase etc.

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- l) Tendency towards putting up false and untenable claims.
- m) Tendency towards suspension of work for frivolous reasons.
- n) Bad treatment of labour.
- o) Bad treatment of subcontractors (piece workers) and un-business like dealings with suppliers of materials.
- p) Lack of cooperation with nominated contractors or Bank's labour.
- q) Contractor becoming Bankrupt or insolvent.
- r) Contractor's conviction by a court of law.
- s) Failure to satisfactorily rectify defects during Defects Liability Period (DLP) and discovery of latent defects in contractor's work after the expiry of DLP of his contract.

5.52. Disciplinary action against (Delinquencies of) contractor.

ii) Action

The award of the under noted disciplinary action shall be considered.

- a) Placing embargo on issue of tenders of temporary suspension from the Bank's approved list.
- b) Permanent ban on issue of tenders & removal from the Bank's approved list.
- c) Circulation of the contractor's name to other Public Under taking or Government Department for non-entertainment of this publication for contract work.

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SECTION - X

TECHNICAL SPECIFICATIONS

11.1 SPECIFICATIONS

All materials and works shall conform to the latest edition of the specifications in the Central Public Works Department.

In case specification for a specific material or work are not available in the CPWD, specifications for such items, specifications as per National Building Code (NBC) shall be followed.

In case such specifications in the above two said standards are not available, the Indian Standard Specifications (ISI) shall be followed.

Standards issued elsewhere shall only be used only if approved by the employer and for those materials/works only for which appropriate standard specifications do not exist.

Samples of all the important materials to be used in the works shall be subjected to inspection and test. Samples of all materials proposed to be employed in the permanent works shall be submitted to the Engineer for approval before they are bought to the site. These samples shall be submitted 15 days in advance of the material to be used at site. If the sample is approved the material shall be arranged and bought to site within ten days. Samples provided to the Architect and Employer or his representatives for their retention are to be labelled boxes suitable for storage.

Specification for some of the specialised items of work are appended in this document. Specification for various items of work available in CPWD specifications shall be followed for respective item of work with the modifications as stated in the item of schedule of work.

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LIST OF APPROVED MATERIAL AND MAKES OF ITEMS

(THE MAKE LISTED BELOW SHOULD BE FIRST APPROVED BY THE BANK BEFORE USE IN CONSTRUCTION)

- | | | | |
|----|----------------------------|---|--|
| 1. | CEMENT | : | ULTRATECH, LAFARGE, JAYPEE,
ACC, MYCEM OR EQUIVALENT |
| | WHITE CEMENT | : | BIRLA WHITE, |
| 2. | STEEL FOR REINFORCEMENT | : | TESTED STEEL OF GOYAL, RATHI,
TATA, SAIL OR MAGNUM (TMT
STEEL) EQ. |
| 3. | BRICKS | : | BRICKS OF METRIC SYSTEM |
| 4. | EXTERNAL PUTTY | : | BIRLA WALL CARE |
| 5. | EXTERNAL PAINTS | : | ASIAN , BERGER, NEROLAC
ICI, EQUIVALENT |
| 6. | STEEL PRIMER | : | ASIAN, BERGER, SHALIMAR, ICI |
| 7. | SYNTHETIC ENAMEL PAINT | : | APCOLITE, NAROLAC, DULUX, |
| 8. | MILD STEEL FOR FABRICATION | : | TATA, SAIL OR EQUIVALENT |
- NB. 1) The contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials. Employer may / delete any of the makes or brands out of the above list.
- 2). All materials should conform to relevant standards and codes of BIS.
- 9 Materials with I.S.I. mark shall be used duly approved by the Bank's Engineer / Architect.

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SECTION – A: MATERIALS

- 1 Material shall be of best approved quality obtaining and they shall comply with the respective Indian Standard Specification.
- 2 Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with the Architect.
- 3 In case of non-availability of materials in metric sizes the nearest size in FPS units shall be provided with prior approval of the Architects for which neither extra will be paid nor shall any rebates be recovered.
- 4 If directed, materials shall be tested in any approved Testing Laboratory and the test certificates in original shall be testing including charges for repeated tests, if ordered, shall be borne by the Contractor.
- 5 It shall be obligatory for the Contractor to furnish certificate, if deemed by the Architects, from manufacturer or the material supplier that the work has been carried out by using their material and as per their recommendations.
- 6 All materials supplied by the Employer / any other Specialist Firms shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of the work.
- 7 Unless otherwise shown on the Drawings or mentioned in the “Schedule of Quantities” or special specification, the quality of materials, workmanship, dimensions, etc., shall be as specified as hereunder.
- 8 All equipment and facilities for carrying out field tests on materials shall be provided by the Contractor without any extra cost.

10 **Cement :**

Cement shall comply in every respect with the requirements of the latest publications of IS: 269 and unless otherwise specified ordinary Portland Cement shall be used.

The weight of ordinary Portland Cement shall be taken as 1440 kg. per cu.m. (90 lbs. per C.Ft.). Cement shall be measured by weight and in whole bags, and each undisturbed and sealed 50 kg. bag being considered equivalent to 35 liters (1.2 c.ft.) in volume care should be taken to see that each bag contains full quantity of cement. When part bag is required cement shall be taken by weight or measured in measuring boxes.

No other make of cement but that approved by the Architects will be allowed on works and the source of supply will not be changed without approval of Architect in writing. Test certificates to show that cement is fully complying the specifications shall be submitted to the Architects and notwithstanding this, the Architect may at his discretion, order that the cement brought on site and which he may consider damaged or of doubtful quality for any reason whatsoever, shall be re-tested in an approved testing laboratory and fresh certificates of its soundness shall be produced.

Cement ordered for re-testing shall not be used for any work pending results of re-test.

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Cement shall be stored in weather-proof shed with raised wooden plank flooring to prevent deterioration by dampness or intrusion of foreign matter. It shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt i.e., first received being used first used. Cement deteriorated and or clotted shall not be used on the work but shall be removed at once from the site. However, allowing use of warehouse set cement shall be determined by the Architects.

11 **River Sand :**

River sand shall confirm to IS: 383 and relevant portion of IS: 515. It shall pass through pass through a I.S. sieve 4.75 mm. (3/16 B.S.) test sieve, leaving a residue not more than 5%. It shall be from natural source i.e. only river or crushed stone screenings, if allowed, chemically inert clean, sharp, hard durable, well graded and free from dust, pebbles, clay, shale, salt, organic matter, loam , mica or other deleterious matter. The sum percentages of all deleterious substances to acceptable limits. River sand shall not contain any trace of salt and it shall be tested and river sand containing any trace of salt shall be rejected.

The fine aggregate i.e. river sand for concrete shall be graded within limits as specified in IS: 383 and the fineness Modules may range between 2.60 to 3.20.

The fine aggregate shall be stacked carefully on a clean hard dry surface so that it will not get mixed up with deleterious foreign materials. If such a surface is not available a platform of planks or corrugated iron sheets or brick floor or a thin layer of lean concrete shall be prepared.

12 **Fine & Coarse Aggregate :**

Shall consist of crushed or broken stone 95% of which shall be retained on 4.75 mm. IS tests sieve. It shall be obtained on crushing Granite, Quartzite, Trap, Basalt, or similar approved stones from approved quarry and shall confirm to IS:383 and IS 515. Fine & Coarse aggregate shall be chemically inert when mixed with cement and shall be cubical in shape and be free soft, friable, thin, porous, laminated or flaky pieces. It shall be free from dust and any other foreign matter.

Gravel / Shingle of desired grading may be permitted as a substitute in part or full in plain cement concrete if the Architect is otherwise satisfied about the quality of aggregate. For all the R.C.C. works the size of coarse aggregate shall be 20 to 25 mm. and fine aggregate shall be 10 to 15 mm.

13 **Reinforcement :**

Reinforcement shall be of mild steel tested quality confirming to I.S. : 432-1966 and any other I.S. applicable or deformed bar confirming to IS:1786 and Is:1139 or hard drawn Fe 500 (Tor Steel) steel wire fabric confirming to IS:1566;1967.

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All finished bars shall be free from cracks, surface flaws, laminations, jagged and imperfect edges.

14 **Bricks** :

Bricks shall generally comply with IS:1077 except in size which shall be classified as 1st and 2nd class.

1st class bricks shall be the best quality locally available table moduled, well burnt but not over burnt, have plain rectangular faces with parallel sides and sharp right angled edges, have a fine compact and uniform texture. The bricks shall be free from cracks, chips, flaws, stones or subsequent to soaking in water. It shall emit a clear ringing sound on being struck and shall not absorb water more than 20% by weight. Common building bricks shall have a compressive strength 40 kg. / sq.m.unless otherwise specified for first class bricks

15 **Water** :

Water for mixing cement / lime / surkhi mortar or concrete shall not be salty or brackish and shall be clean, reasonably clear and free from objectionable quantities of silt and traces of oil, acid and injurious alkali, salts, organic matter and other deleterious materials which will either weaken the mortar or concrete or cause efflorescence or attack the steel in reinforced cement concrete. Water shall be obtained from sources approved by the Architect. Potable water is generally considered satisfactory for mixing and curing concrete, mortar masonry, etc., where water other than main source is used this shall be tested in an approved testing laboratory to establish its suitability. All charges connected therewith shall be borne by the Contractor.

16 **Paints** :

Lime wash, dry distemper, oil bound distemper cement primer, oil paint, enamel paint, flat oil paint, plastic emulsion paint, anti-corrosive primer, red lead, water-proof cement paint and exterior grade Acrylic Emulsion paint, cement paint, sand-tex matt shall be from an approved manufacturer and shall conform to the latest Indian Standard for various paints. Ready mixed paints as received from the manufacturer without any admixture shall be used, except for addition of thinner, if recommended by the manufacturer.

Cement Mortar :

Cement mortar shall be of proportions specified for each type of work in the schedule. It shall be composed of Portland Cement and sand. The ingredients shall be accurately gauged by measure and shall well and evenly mixed together in a mechanical pan mixer, care being taken not to add more water than is required. No mortar that has begun to set shall be used. River sand shall be used unless otherwise specified.

If hand mixing is allowed, then it shall be done on pucca water-proof platform. The gauged materials shall be put on the platform and mixed dry. Water will then be added and the whole mixed again until it is homogenous and of uniform colour. Not more than one bag of cement shall be

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mixed at one time and which can be consumed within half an hour of its mixing.

Composite lime, cement, sand mortar :

The mortar shall be of proportions specified for each type of work in the schedule of quantities. It shall comprise of Portland cement, lime and sand. Lime shall be measured in gauge boxes similar to one used for measuring cement and sand to the proportion specified and sufficient water then added to it to form a thick slurry thus obtained shall then be added to dry cement and sand mixture and thoroughly mixed to make a workable homogenous mortar of uniform colour by adding more water if necessary. Mechanical mixers shall generally be used for mixing such mortars. If hand mixing is allowed it shall be done on pucca platform.

Note :

In connections with the I.S. Code numbers indicated under Section, Specification, Section A – General

Refer to the following I.S. Code numbers and the year and or otherwise latest modified I.S.Code Number.

- | | | | |
|-----|--|---|------------------------------|
| 1) | Cement | : | I.S. 269 – 1976 |
| 2) | Lime | : | I.S. 712 – 1964 |
| | | | I.S. 1624 – 1960 |
| 3) | Fine – Aggregate | : | I.S. 383 – 1970 |
| 4) | Coarse – Aggregate | : | I.S. 515 – 1970 |
| 5) | Reinforcement | : | I.S. 432 – 1966 Fe 415 |
| | | | I.S. 1786 – 1966 (Tor Steel) |
| | | | I.S. 1139 – 1966 |
| 6) | Bricks | : | I.S. 1077 – 1970 |
| 7) | Neeru | : | I.S. 712 – 1964 |
| 8) | Surkhi | : | I.S. 1344 – 1968 |
| 9) | Timber | : | I.S. 287 – 1960 |
| 10) | Flush Doors | : | I.S. 2202 – 1966 |
| 11) | Floor Tiles | : | I.S. 1237 – 1980 |
| 12) | Ceramic / Vitrified
Tiles | : | I.S. 777 – 1970 |
| 13) | Asbestos Roofing
and Rainwater
pipes | : | I.S. 459 – 1962 |
| 14) | R.C.C. design mix
M-25 | : | I.S. 456 – 2000 |

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CLEARING OF SITE, EXCAVATION AND EARTH FILLING

Note: Workmanship for all items related to the construction work should be as per relevant I.S. Code.

General:

Trenches for wall foundations, column footings, raft foundations, pile caps, plinth beams, water tanks, cess pits, etc., shall be excavated to the exact length, width and depth shown in the figure on the drawing or as may be directed by the Architect. If taken out to greater length, width or depth than shown or required, the extra work occasioned thereby shall be done at the Contractors own expenses. Extra depth shall be brought up by plain cement concrete filling 1:4:8 proportion and extra length and width filled in by rammed earth or murum or if the Architect thinks it necessary for the stability of the work by 1:4:8 concrete, as may be directed by the Contractors costs.

Excavated material shall be used for filling in plinth, or each side of the foundation blocks or trenches or it shall be spread elsewhere on or near the site of work including watering, ramming and consolidating or carted away from site free of charge, as may be ordered.

The Contractor shall at his own expenses and without any extra charge, make provision for supporting all utility services, lighting the trenches, separating and stacking, serviceable materials neatly, shoring, timbering, stuttering, bailing out of water either sub-soil or rain water including pumping at any stage of the work. Trenches shall be kept free of water while masonry or any concrete works are in progress and until the Architects consider that concrete is sufficiently set.

Excavation excluding in Hard Rock :

Excavation shall be carried out in any type of soil, murum (soft or hard), soft rock boulders, old foundation, concrete asphalt or stone paved surfaces, old masonry or concrete (plain or reinforced).

Excavation in Hard Rock :

Rock which is in solid beds, which can only removed either by blasting or by wedging or chiseling shall be treated as hard rock. A boulder or detached rock measuring one cubic meter or more, shall blasting, wedging or chiseling.

Where hard rock is met with the blasting operations is considered necessary, the Contractor shall intimate about the same to the Architect.

The Contractor shall obtain license from District / Public authorities for carrying our blasting work as well as for obtaining transporting and storing explosives as per Explosives, Rules 1940 or as amended. He shall purchase the explosives, fuses, detonators, etc., only from a licenses dealer. He shall maintain the account of explosive etc., purchased and used by him. He shall be responsible for safe custody and proper accounting of explosives materials. The Architect shall have access to check store of explosive and accounts thereof.

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Blasting shall normally be done with gun powder. Dynamite Gelatin or any other high explosive shall only be used in special cases with written permission of the Architect and District / Public authorities concerned under Explosives Rules.

Blasting operations shall be carried out under the supervision of a responsible representative of the Contractor during certain hours, preferably during lunch break as approve in writing by the Architect. The representative shall be conversant with the rules of blasting.

Proper precautions for the safety of persons shall be taken. Red flags shall be prominently displayed around the area to be blasted and all people on work except those who actually light the fuses shall be withdrawn to a safe distance of not less than 100 meters from the blast. Blasting shall not be done within 100 meters of an existing masonry or any other kind of structure unless special precautions are taken by heavy blanketing etc.

Where Blasting is not practicable or prohibited, excavation shall be done by wedging or chiseling and it shall be restricted to the quantity required to enable the necessary foundation etc. to be put in. In case, the dimension of trenches exceed those shown in drawings or as directed by the Architect, the excess quantity shall not be paid for, the item also covers bailing out subsoil or rain water including pumping at any stage of work, shoring strutting, etc.

Earth Filling:

General: Filling shall be done with good earth, murum, stone chips, or disintegrated building debris. It shall be free from salts, organic matter, black cotton or slushy earth and combustible material. All clods shall be broken.

10. **Filling in Plinth :**

Filling shall be done in layers not exceeding 25 cm., amply watered and consolidated by ramming with iron or wooden rammers weighing 7 to 8 kgs. and having base 20 cm. square or 20 cm. diameter. When the filling reaches the finished level, surface shall be flooded with water for atleast 24 hours, allowed to dry and then rammed and consolidated, after making good any settlement in order to avoid settlement at a later stage. Special care shall be taken to pack earth under plinth beams and column corners. Finished level of filling shall be kept to a slope intended to be given to the floor.

11. **Filling in Outdoor portions and for Site Development:**

Shall be done in layer of 30 cm. Each layer shall be adequately watered. When filling reaches the required level the top most layer shall be dressed to proper section, grade and camber and rolled by 8 to 10 ton's power roller and adequately watered to aid compaction.

DRY RUBBLE PACKING & LEVELING COURSE.

Dry Rubble Packing: Ground shall first be leveled up and thoroughly consolidated by means of heavy log hammer or frog rams. Rubbles of specified thickness shall then be laid and set with hand. It shall be consolidated by either hand roller or wooden log hammer, free use of water being made during consolidation. All hollows and interstices after consolidation

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shall be filled up with quarry spalls, stone chips etc., and the packing blinded with stone grit and watered and consolidated by log hammer.

Rubble packing in Road work shall be thoroughly consolidated by means of power rollers of 8 ton's capacity instead of log hammers and the surface shall be brought to proper grade and camber. After checking the level, grade and camber the surface will again be watered and rolled to receive road structure.

Leveling Course:

It shall be either plain cement concrete of leaner mix or lime concrete which shall be proportioned as stipulated in the relevant item and mixed and placed in position confirming to line and level show on the drawing and compacted by approved means and cured adequately.

Lime concrete shall be prepared by mixing sand and slaked lime in proportion of three parts of sand and one part of lime and ground in a suitable mill and the mortar so prepared shall be added to six parts of the brick bat passing through 50 mm. mesh, mixed well and placed in position and compacted by approved means. The concrete shall be cured adequately.

PLAIN & REINFORCED CEMENT CONCRETE

A) VOLUMETRIC BASIS:-

General : Except where they are varied by the requirements of this specification due provision of Indian Standard Specification IS-456-1964 for plain and reinforced concrete and IS-432 part I and II for Mild and Medium Tensile steel Bars and hard drawn steel wire for concrete reinforcement and any other relevant ISS applicable together with the latest amendments shall be held to be incorporated this specifications. It shall be intent of these specifications to ensure that all concrete placed at various location of the job should be durable, strong enough to carry design, loads, it should wear well and practically be impervious to water. It should be free from such defects as shrinkage, cracking and honey-combing.

Proportioning the Mix :

In ordinary concrete, excluding controlled concrete, proportions of cement to fine and coarse aggregate shall be as specified in the respective items and shall be accurately measured as in table "A" below. These proportions are based on assumption that the aggregates are dry. If aggregates are moist allowance shall be made for bulking in accordance with IS:2386/-. Allowance shall also be made for surface water present in aggregate when computing water contents. Surface water present shall be determined by one of the field methods described in IS:2386/- (Part III). In the absence of exact data, the amount of surface water may estimated by the value given in table "B" below (Table "A" and "B" please see on page nos.124 & 125).

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Mixing :

Concrete of 1:2:4 or richer mix shall be mixed in an approved mechanical mixer. The mixer and mixing platform shall be suitably protected from wind and rain. Aggregates shall be accurately measured out in boxes and mixed dry along with cement, water shall be then added in measured quantity and mixing shall be continued until there is a uniform distribution of the materials and the mass is uniform in colour and in consistency but in no case shall the mixing be done for less than 2 minutes.

When hand mixing is permitted with the approval of the Architect it shall be carried out on water-tight mixing platform and care shall be taken to ensure that mixing is continued until mass is uniform in colour and consistency.

Consistency :

Quantity of water for making reinforced concrete shall be sufficient so as to ensure that concrete shall surround and properly grip all the reinforcement. The best consistency shall be that, which will flow sluggishly without flattening out and without separation of

coarse aggregates from the mortar. The degree of plasticity shall depend on the nature of work and atmospheric temperature and whether the concrete is vibrated or hand compacted. The slumps shown in table "C" obtained by standard slump test carried out in accordance with the procedure laid down in IS:119-1959 shall be adopted for different types of work.

Admixtures :

The usage of admixtures are allowed only if approved by the structural consultant and his decision in this regard shall be final.

Transportation:

Concrete shall be conveyed from the place of mixing to the place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of any of the ingredients. If segregation does occur during transport, the concrete shall be remixed before being placed. In no case, more than 30 minutes shall elapse between mixing and the consolidation in its position.

Placing and Compacting :

Concrete shall be placed in layers of suitable thickness or in strips and compacted before initial setting commences and should not be subsequently disturbed. Method of placing shall be such as to preclude segregation and as far as practicable the placing shall be continuous. Special care shall be taken in accordance with IS:456 while laying concrete under extreme weather.

Concrete shall be thoroughly compacted during the operation of placing and thoroughly working around the reinforcement, embedded fixtures and spaded against corners of the form work and by punning, rodding, mechanically vibrating or by any other approved means. In addition form work shall be tapped lightly by using wooden mallet at the pouring head. The number and type of vibrator to be used shall be subject to the approval of the Architects

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and in general immersion type vibrators shall be used. External vibrators shall also be used whenever directed.

The intensity and duration (of vibration shall be sufficient to cause complete settlement and compaction without any stratification of successive layers or separation of ingredients or formation of liatance. Vibrator shall be inserted vertically in the concrete at points not more than 45 cm. apart and withdrawn very slowly when air bubbles no longer come on the surface. Over vibration or vibration of very wet mixes is harmful and should be avoided. Care shall be taken to utilize the vibrator only to compact the concrete and not to spread it, sufficient number of reserve vibrator in good working condition shall be kept on hand at all times, so as to ensure that there is no slackening or interruption in compacting.

Construction Joints :

Concreting shall be carried out end to end continuously as far as possible and when construction joints are totally unavoidable, it shall be located in a predetermined position approved by the Architect. The joints shall be kept at places where the shear force is the minimum and these shall be straight and at right angles to the direction of main reinforcement. When the work has to be resumed, on a surface which has hardened, such surface shall be roughened. It shall be swept clean, thoroughly wetted and covered with a 13 mm. layer of mortar composed of cement and sand in the same ration as the cement concrete mix. This 13 mm. layer of mortar shall be freshly mixed and placed immediately before the placing of the concrete.

Where the concrete has not fully hardened, all liatance shall be removed by scrubbing the Wet surface with wire or bristle brushes, care being taken to avoid dislodgment of particles of aggregate. The surface shall then be coated with neat cement grout. In horizontal joints the first layer of concrete to be placed on this surface shall not exceed 15 cm. thickness and shall be well rammed against old work, particular attention being paid to corners.

Curing :

Concrete shall be carefully protected during first stage of hardening from harmful effects of excessive heat, drying winds, rain or running water. It shall be covered with a layer of sacking, sand canvas, hessian, or similar absorbent materials and kept constantly, wet for ten days from the date of placing of concrete. Alternatively, the concrete being thoroughly wetted and covered by layer of approved water-proof material which should be kept in contact with it for seven days.

Form Work :

The form work shall conform to the shape, lines and dimensions as shown on the plans and be so constructed as to remain sufficiently rigid during the placing and compacting of the concrete and shall be sufficiently watertight to prevent loss of cement slurry from the concrete. Form work or centering shall be constructed of steel or timber and adequately designed to support the full weight of wet concrete without deflection and retain its form during laying, ramming and setting of concrete. Timber used shall be properly seasoned so as to prevent deformation when wetted.

All props shall be straight and of full height and no joints shall be allowed. Props shall be braced with thin bamboos or wooden battens and where additional staging is necessary,

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extra care shall be taken to use bigger diameters props with bracing at 4 or 5 levels. All props shall be supported on sole plates and double wedges. At the time of removing props these wedges shall be gently eased and not knocked out.

All rubbish, chippings, shavings and saw dust shall be removed from the interior of the forms before the concrete is placed and the form work in contact with the concrete shall be cleaned and thoroughly wetter or treated with non-staining mineral oil or any other approved materials is kept out of contact with the reinforcement.

All form work shall be removed without shock or vibration and shall be eased off carefully in order to allow the structure to take up its load gradually. Forms shall not be disturbed until concrete has adequately hardened to take up superimposed load coming on it and in no circumstances shall forms be struck until the concrete may be subjected at the time of striking.

In the normal circumstances (generally where temperatures are above 21 degrees centigrade) and where ordinary cement is used, forms may be struck after expiry of following periods :

10	Walls, Columns and Vertical sides of beams	}48 hours as may be directly }by the Architect.
11	Bottom of slab upto 4.5 m. span.	}7 days.
12	Bottom of slab upto 4.5 m. span. bottom of beam and arch rib upto 6 m. span.	}14 days. } }
13	Bottom of beams and arch rib over 6 m. span.	}21 days. }

However this period may be increased or decreased at the discretion of Architects. Special care shall be taken while striking the centering of cantilevered slab canopies, portal frames, folded plate construction and period of striking centering shall be as determined by the Architect.

If directed, form shall be given an upward camber to ensure that the beams do not have any sag. Surface that becomes exposed on removal of forms shall be carefully examined and any fins, burrs, projections etc., that are detected shall be removed. Any honeycombing of minor nature shall be finished neatly with cement mortar 1:2.

Any work showing signs of damage through premature or careless removal of centering or shuttering, shall be reconstructed by the contractor at his own cost.

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Strength :

Concrete mixed in the proportion desired shall have compressive strength after placing, not less than the following :

No	Concrete Mix.	Minimum compressive strength @ 7 days	Minimum compressive strength @ 28 days
1	1:1:2	160 Kg. / Sq.m. (2250 Lbs. / Sq. inch).	250 Kg. / Sq.m. (3500 Lbs. / Sq. inch).
2	1:1.5:3	132 Kg. / Sq.m. (1875 Lbs. / Sq. inch).	200 Kg. / Sq.m. (2850 Lbs. / Sq. inch).
3	1:2:4	106 Kg. / Sq.m. (1500 Lbs. / Sq. inch).	150 Kg. / Sq.m. (2250 Lbs. / Sq. inch).

Tests : Tests on concrete shall be carried out in accordance with IS-456/- and any other is applicable. The frequency of work test shall be at such intervals as ordered by the Architect and subject to that every 150 cu.m. of concrete placed or part thereof and for a day's concrete exceeding 30 cu.m. a batch of 6 cubes shall be made for every sample and 3 of them tested after 7 days and the remaining 3 cubes shall be tested after 28 days. The criteria for acceptance of a concrete as confirming to a specified proportion / grade of concrete shall be in accordance with IS:456 and the Contractor shall entirely re-do the rejected work at his own cost. Strength of 28 days shall alone be considered for acceptance.

The Contractor shall arrange to carry out the tests in accordance with the relevant Indian Standards Specifications in an approved laboratory and the test reports in original be submitted to Architect. The entire cost of testing shall be borne by the Contractor.

Steel Reinforcement :

Reinforcement shall be accurately fabricated, placed and adequately maintained in position as shown on the drawings or as directed by the Architect. All finished bars shall be free from cracks, surface flaws, laminations, jagged and imperfect edges. Cement mortar blocks shall be used to give requisite cover as shown be firmly tied with binding wire of 16 to 18 gauge. Reinforcement shall be bent in accordance with the procedure stipulated in IS:2502-1963 and will not be straightened in a manner which will injure the material.

All reinforcement shall immediately before placing in concrete be thoroughly cleaned of loose mill scale, loose rust, oil and grease or other deleterious matter that would destroy or reduce bond.

Reinforcement in reinforced concrete members shall not be connected by welding or coupling except in accordance with relevant ISS and with the previous approval of the

Architect. Overlaps and joints shall be staggered and located at points, along the spans where neither shear nor bending moment is maximum.

Cover :

Reinforcement shall have cover as shown on the R.C.C. drawings and where not specified the thickness of cover shall be as follows. Cement mortar blocks in C.M. 1:1 shall be used for making cover blocks.

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- a) At each end of reinforcing bar not less than 25 mm. not less than twice the diameter of such rod or bar.
- b) For a longitudinal reinforcing bar in a column not less than the diameter of such rod or bar. In the case of columns of minimum of 20 mm. or under whose reinforcing bars do not exceed 13 mm. the cover of 25 mm. may be used.
- c) For longitudinal reinforcing bar in a column not less than 25 mm. not less than diameter of such rod or bar.
- d) For tensile, compressive, shear or other reinforcement in a slab not less than 13 mm. nor less than diameter of such reinforcement, and
- e) For ant other reinforcement not less than 13 mm. not less than the diameter of such reinforcement.

BRICK AND STONE MASONRY

General :

All brick work should be carried out as shown on the drawings with setbacks, projections, cuttings, toothings, etc. Wherever the proportion of cement mortar has not been specifically mentioned, cement mortar in the proportion of 1:6 shall be used. Flat bricks arches shall be provided wherever required without any extra cost. Brick work shall be kept wet while in progress, till mortar has properly set. On holidays or when work is topped, top of all unfinished masonry shall be kept wet. Should the mortar become dry, white or powdery, for want of curing work shall be pulled down and rebuilt at the Contractor's expenses.

Brick Work 1stClass :

Bricks shall be thoroughly cleaned, well wetted and soaked for atleast twelve hours in fresh water before being used on the work. Bricks shall be of locally, available best quality.

English bond shall be used throughout in walling. A good bond shall be maintained throughout the work, both laterally and transversely. In walling, the courses shall be kept perfectly horizontal and in plumb with the frogs facing upwards. Vertical joints shall not exceed 10 mm. thickness and shall be full of mortar. No broken bricks shall be used except as closers. After day's work all joints shall be raked to 12 mm. depth to provide for proper key to plastering.

Mortar used shall be as specified in respective items and every third course of brick work shall be flushed with mortar grout.

Whole of the masonry work shall be brought up at one uniform level throughout the structure; but where breaks are unavoidable, joints shall be made in good long steps. All junctions of walls and cross walls shall be carefully bounded into the main walls. The rate of laying masonry may be upto a height of 60 cm. per day if cement mortar is used and 45 cm. per day if lime mortar is used. Greater heights may be built only if permitted by the Architect.

During rains, the work shall be carefully covered to prevent mortar from being washed away. Should any mortar or cement be washed away, the works shall be removed and rebuilt at the Contractor's expenses.

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Bricks Work 2ndClass :

Shall be similar to 1st class brick work except that 2nd class bricks shall be used and joints shall be 10 mm. to 12 mm. thick.

Half Brick Masonry :

Shall be set in cement mortar as specified. Hoop iron bands of 2.5 cm. x 0.16 (1" x 1/16") shall be embedded in every fourth course with thick mortar band or 2 Nos. 6 mm. (1/4") dia. bars shall be used in every sixth course otherwise as specified under item.

PLASTERING

Scaffolding :

Scaffolding for carrying out plastering work shall be double steel scaffolding having two sets of vertical supports so that the scaffolding is independent of the walls.

Preparation of surface :

All putlog holes in brick work and junction between concrete and brick work shall be properly filled in advance. Joints in brick work shall be raked about 10 mm. if not raked out while constructing brick masonry work and concrete surface hacked to provide the grip to the plaster, if not hacked earlier projecting burns of mortar formed due to gaps at joints in shuttering shall be removed.

The surface shall be scrubbed clean with wire brush / coir brush to removed dirt, dust etc., and the surface thoroughly washed with clean water to remove efflorescence, grease and oil etc., and shall be kept wet for a minimum of six hours before application of plaster.

Neeru Plaster :

Cement mortar of specified proportion and thickness shall be prepared in small batches and applied to the wall surface / ceiling. The ensure proper thickness, gauged patches shall be made at 1.5 to 2 m. apart and the surface plastered true to line, level and plumb taking special care to finish jambs of windows, doors, wall returns, corners, junctions etc. A thin layer of neeru shall then be applied and rubbed into surface and finished by means of trowel until the surface is even and smooth. The surface shall be kept moist for seven days and then given a coat of white wash.

Rough Cast Plaster:

Except for the finishing coat the surface shall be prepared and base coat of plaster applied as under sand-faced plaster.

Finishing coat mortar shall be in proportion of one part of cement and one part of specially selected and graded sand and one part of gravel of 3 to 6 mm. size. It shall be flung upon the first coat with large trowel to form an even and decorative coat. The work shall generally conform to clause 16.5 of IS:1661-1960. The thickness of the coat shall be about 12 mm. (1/2"). It shall be cured for seven days.

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Rough coat plaster with colour finish :

This finish shall be similar to Rough cast plaster above except a high grade mineral pigment of approved shade shall be mixed with white cement instead of ordinary grey cement while preparing the mortar.

PAINTING

General:

Wherever scaffolding is necessary, it shall be double scaffolding.

The surface shall be thoroughly brushed free from mortar droppings and foreign matter. All steel work shall be cleaned of loose rust, mill scales etc. so as to expose the original surface. All broken edges, cracks, loose plaster and wavy surface shall be brought up either by patch plaster work or by plaster of paris.

All materials viz., dry distemper, oil bound distemper, oil paint, flat oil paint, synthetic enamel paint, plastic emulsion paint, cement primer, red lead and other primers and metallic paints shall conform to respective I.S. specifications and shall be obtained from approved manufactures. All paints shall be brought on site in sealed thins in ready mixed form and shall be applied direct with the addition of thinner, if recommended by the manufacturers.

White Washing:

White was shall be prepared from lime slaked on spot, mixed and stirred with sufficient water to make a thin cream. This shall be allowed to stand for 24 hours and shall be screened through clean cloth. Four kg. gum dissolved in hot water shall be added to each cubic meter of the cream (115 gm. per cft.).

Blue shall be added to give required whiteness. The approximate quantity of water to be added in making cream shall be five liters per kg. of lime.

White wash shall be applied in specified coats by using flat brushes or spray pumps. Each coat shall be allowed to dry before next coat is applied. If additional coats than what have been specified, are necessary to obtain uniform and smooth finish, it shall be given at no extra cost.

The finished dry surface shall not show any signs of cracking and peeling nor shall it come off readily on the hand when rubbed.

If directed by the Architects one coat of chalk and glue shall be applied before application of white / colour wash at no extra cost.

ColourWash :

Colour wash shall be prepared by adding mineral colours not affected by lime to white wash. No colour wash shall be done until a sample of the colour wash to the required tint or shade has been got approved form the Architects.

Colour wash shall be applied as specified under white wash.

Dry Distemper :

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Shade shall be got approved from the Architects before application of distemper.

The surface shall be prepared as specified earlier. A primer coat using approved primer or sizing shall be applied. Distemper prepared as per manufacturer's directions shall be applied and each coat shall be allowed to dry before subsequent coat is applied. The finished surface shall be free from chalking when rubbed, even uniform and shall show no brush marks. If additional coats are necessary, they shall be given at no extra cost.

Oil Bound Distemper:

The surface shall be prepared as specified above. A primer coat of either cement primer or any approved distemper primer shall be applied.

After the primer coat has dried, the surface shall be lightly sand papered and dusted to make it smooth to receive distemper.

Distemper shall be prepared as per the directions of the manufacturer and conforming to shade approved. It shall be applied in specified coats, taking care to allow for drying of each coat before subsequent coats are applied.

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PROFORMAS & ANNEXURES**

ANNEXURE – A	EMPLOYING CONTRACT LABOUR
ANNEXURE – B	REGISTER OF CONTRACTOR/S
ANNEXURE – C	NOTICE OF COMMENCEMENT /COMPLETION OF CONTRACT WORK
ANNEXURE – D	MONTHLY PROGRESS REPORT
ANNEXURE – E	RECEIPT OF MATERIALS AT SITE (MONTHLY)
ANNEXURE – F	MEASUREMENT BOOK
ANNEXURE – G	RUNNING A/C BILL
ANNEXURE – H	SECURED ADVANCE
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**Tender Document for Proposed Construction of Boundary Wall at
Bank of Baroda, Baroda Swarojgar Vikas Sansthan (BSVS), Alirajpur (M.P)
ANNEXURE – A**

**PROFORMA OF APPLICATION FOR REGISTRATION OF ESTABLISHMENT
EMPLOYING CONTRACT LABOUR**

1. Name and location of the establishment
2. Postal address of the establishment.
3. Full Name and address of the principle Employer
4. Full name and address of the manager or the person responsible for the supervision and control of the establishment.
5. Nature of work carried on in the establishment
6. Particulars of Contractor/s and contract labour
 - a. Names and address of the Contractor/s
 - b. Nature of work in which contract labour is employed or is to be employed
 - c. Maximum number of contract labour to be employed on any day through each contractor.
 - d. Estimated date of commencement of each contract work under contractor.
 - e. Estimated date of termination of employment of contract labour under each contractor.
7. Particulars of treasury receipt enclosed. (Name of the treasury, amount and date)

I hereby declare that the particulars given above are true to the best of my knowledge and belief.

Principal Employer
Seal and Stamp

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ANNEXURE- B**

PROFORMA OF REGISTER OF CONTRACTOR/S

1. Name and Addresses of The Principle Employer
2. NAME and address of the establishment

Sr. No.	Name and address of contractor	Nature of work on Contract	Location of contract	Period From	Period To	Maximum Number of workmen employed by the contractor
1						
2						
3						
4						
5						

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ANNEXURE - C**

PROFORMA OF NOTICE OF COMMENCEMENT/ COMPLETION OF CONTRACT WORK

1. Name of principle employer & address
2. No. and date of certificate of registration
3. I /we hereby intimate that the contract work _____ (Name of work) given to _____ (Name and address of the Contractor) having License No. _____ dated _____ has commenced/ has been completed with effect from _____ (date)/ on _____ (date).

Signature of the Principle Employer

The Inspector,

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ANNEXURE-D**

PROFORMA OF MONTHLY PROGRESS REPORT

Name of work

Progress report for the month

Report No.

Sr. No.	Description of work	Details of location where works is done	Approximate quantity executed

Sr. No.	Description of work	Date of commencement	Percentage of progress achieved

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ANNEXURE-E

RECEIPT OF MATERIALS AT SITE

Sr. No.	Description of work	Opening Balance	Receipt during month	Consumption during month	Closing balance	Total received quantity till date

**ANNEXURE -F
MEASUREMENT BOOK**

Item. No.	Description	Measurements No.			Quantity
		L	B	D / H	

Measurement Book shall be provided by the Employer through Architect. suitable modification in Measurement book shall be carried out in consultation of Architect/ Consultant/ Bank

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BSVS, Alirajpur (M.P)
ANNEXURE-G**

RUNNING A/C BILL

1. Name of Contractor / Agency
2. Name of work
3. Sr. No. of this bill
4. No. and date of previous bill
5. Reference to Agreement No.
6. Date of written order to commence
7. Date of completion as per agreement

Sr. No	Item	Description	Unit	Rate (Rs.)	As per Tender
1	2	3	4	5	6

Up to previous R/A Bill		Up to date till this Bill		Present Bill		Remarks
Qty.	Amount (Rs.)	Qty.	Amount (Rs.)	Amount (Rs.)	Qty.	
7	8	9	10	11	12	13

Note:

- 1) If part rate is allowed for any item, it should be indicated with reasons for allowing such a rate
- 2) If adhoc payment is made, it should be mentioned specifically

Net values since Previous bill

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ANNEXURE -H

**ACCOUNT OF SECURED ADVANCE, IF ADMISSIBLE ON MATERIALS HELD AT
SITE BY THE CONTRACTOR**

Sr. No.	Item	Quantity	Unit	Amount	Remarks
1					
2					
3					
4					
5					

Total value of material at site

Secured Advance @ _____ % of the above value

CERTIFIED

- (i) that the materials mentioned above have actually been brought by the Contractor/s to the site of the work and no advance on any quantity of any of this item is outstanding on their security,
- (ii) that the materials are of imperishable nature and are all required by the Contractor/s for use in the work in connection with the items for which rates of finished work have been agreed upon.

Dated

Signature of Site Engineer Consultant Preparing the bill

Designation _____

Dated signature of Bank's Architects

(Name of the Architects)

Dated signature of Contractor/s

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ANNEXURE-I

R.A. BILL CERTIFICATE

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

Signature and date of Consultant's representative Signature and date of Contractor
(seal)

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

Architect/Consultant

P&E Officer

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ANNEXURE-J**

**PROFORMA OF UNDERTAKING IN CONNECTION WITH PAYMENTS OF ADVANCE ON
MATERIALS BROUGHT BY THE CONTRACTOR/S TO THE SITE**

The undertaking made this _____ day of _____ 2021 _____ between the Bank of Baroda _____ and having its _____ office at (hereinafter called the Employer) of the one part and _____ (hereinafter called the Contractor/s of the other part).

The Employer and the Contractor/s have entered into an Agreement dated _____ hereinafter called as the said agreement and in terms of clause no. _____ of the conditions in the agreement, the Employer has agreed that the Contractor/s will be paid an advance of 75 % of the cost of non-perishable trade materials brought by the Contractor to the site for consumption in the works at the discretion of the Employer.

The Contractor/s have applied to the Employer that they be allowed advances on the security of materials absolutely belonging to them and brought by them to the site of work. The Employer has agreed to do so on the terms and hereinafter set out.

Now this Letter of Undertaking witnesses that in consideration of the said agreement and in consideration of the amount paid/ payable to the Contractor/s by the Employer and/or any further advances as may be made to the Contractor/s as aforesaid, the Contractor/s hereby agree with the Employer and undertake as under:

- i) The amount advanced by the Employer to the Contractor/s as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor/s in or towards expediting the execution of the said works and for no other purpose whatsoever.
- ii) That the materials which have been offered to and accepted by the Employer as security are absolutely the Contractor/s own property and free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his/their own property and free from encumbrances of any kind and the Contractor/s indemnify the Employer against all claims to any materials in respect of which an advance has been made to them as aforesaid.
- iii) That the materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor/s solely in the execution of the said works in accordance with the directions of Consultant of the Employer and accordance with the terms of the said agreement.
- iv) That the Contractor/s shall take their own cost all the necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the site of the said works in the Contractor/s custody and on their own responsibility and shall at all times be open to inspection to the Employer's Engineers or any Officer authorized by the Employer. In the event of the materials or any part thereof being stolen, destroyed or damaged, the Contractor/s will further replace the same with other materials of like quality or repair and make good the same as required by the Employer.

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v) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Consultant of Bank of Baroda.

vi) That the advances made by the Employer shall be adjustable as far as possible towards the price payable to the Contractor/s for the above said works under the terms and the provisions of the said agreement provided that if any intermediate payments are made to the Contractor/s on account of work done, then on occasion of each such payment, the Employer will be at liberty to make a recovery from the Contractor/s bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amount of the advances made under these presents were calculated.

vii) That if the Contractor/s shall at any time make any default in the performances or observance in any respect of any of the terms and provisions of the said agreement or of these presents, the total amount of advance or advances that may still be owing to the Employer, shall immediately on the happening of such default be repayable by the Contractor/s to the Employer together with interest thereon at 12 % per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor/s and the Contractor/s hereby covenant and agree with the Employer to repay and pay the same respectively to him/them accordingly.

viii) That the Contractor/s hereby charge all the said materials with the repayment to the Employer of the sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice.

ix) Powers contained therein if and whenever the covenant for payment and repayment hereinabove contained shall become enforceable and the money owing shall not be paid in Accordance therewith, the Employer may at any time thereafter adopt all or any of the following courses as he/they may deem best:

a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor/s in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor/s Account in this regard with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor/s Account with the value of work done as if he/they had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor/s, they are bound to pay the same to the Employer on demand.

b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale, retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.

c) Deduct all or any part of the money owing out of the Security Deposits or any sum due to the Contractor under the said agreement.

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x) That except in the event of such default on the part of the Contractor/s as aforesaid, no interest shall be payable on the said advance.

xi) That in the event on any conflict between the provisions of these presents and the said agreement, the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction of effect of these presents the settlement of which has not been herein before expressly provided for the same shall be referred to the General Manager whose decision shall be final and no appeal shall lie against his/their decision before any court, arbitrator or authority. The provision of this Undertaking shall be deemed to be supplemental to the said agreement.

IN WITNESS WHEREOF the Contractor/s have set their hands to these presents the day and year first hereinabove written.

Signed, sealed and delivered by the said Contractor/s in the presence of

Witness:

Signature

Name

Address

(on Rs 100/- stamp paper)

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ANNEXURE-K

PROFORMA OF CERTIFICATE OF PAYMENT BY CONSULTANT

Certificate No. Interim	Dated	
Client:	Project No.	Building Work/ Interior
	Particulars:	
Contractor:	Contract / Letter No.	Dated:
	Contract's Bill No.	Dated

This is to certify that the amount given below (*) is due to your Contractor/s for the work done by them and / or against materials delivered at site and/or for advance towards contract on the above referred project.

Advance against contract:

Less: Advance adjusted to date

Balance Advance

Advance against material delivered at site

Amount of work done to date

Total

Less: Retention on work done

Less: Previously certified upto

Present Certificate (*)

Rupees _____

The cost of material supplied by you or payments made by you directly if any, and not covered herein above, should be adjusted before making the payment of the certified amount (*) Necessary Deduction U/S 194C of the Income Tax 1961 and sales tax may be made before paying the above certified amount. By a copy of this letter, we are intimating the Contractor/s to call on you for the necessary payment.

Remarks, if any

The details of insurance policy are enclosed.

Enclosures: Bill

Signature of Architect/Consultant

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ANNEXURE-L

PROFORMA OF HINDRANCE REGISTER

Name of the work:

Date of state of work:

Name of Contractor:

Period of Completion:

Agreement No. :

Date of completion

Sr. No	Nature of Hindrance	Date of occurrence of hindrance	Date of which hindrance was removed	Period of hindrance	Signature Of Architect	Remarks

Consultant/ Architect

ANNEXURE-M

APPLICATION OF PROFORMA FOR EXTENSION OF TIME LIMIT

1. Name of Contractor
2. Name of the work as given in the agreement
3. Agreement No.
4. Estimated Tender amount.
5. Date of Commencement of work as per Agreement.
6. Period allowed for completion of work as per agreement.
7. Date of completion stipulated in Agreement.
8. Period for which extension of time has been given previously:
 - a) 1 extension vide Architects/ bank letter no. dated, month, days st
 - b) 2 extension vide Architects/ bank letter no. dated, month, days nd
 - c) 3 extension vide Architects/ bank letter no. dated, month, days rd
 - d) 4 extension vide Architects/ bank letter no. dated, month, days th
9. Total extension previously given.
10. Reasons for which extensions have been given (copies of the previous application should be attached)
11. Period for which extension is applied for:
12. Hindrances on account of which extension is applied for with dates on hindrances occurred and the period for which these are likely to last:
 - a) Serial No.
 - b) Nature Of Hindrance:
 - c) Date of Occurrence:
 - d) Period for which is likely to last :
 - e) Period for which extension required for this particulars hindrance:
 - f) Overlapping period if any, with to item (e) above
 - g) Net extension applied for:
 - h) Remarks if any
13. Extension of time required for extra work
14. Details of extra work and amount involved:
 - i) Total value of extra work:
 - j) Proportionate period of extension time on estimated amount put tender

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15. Total extension time required for 11 & 12 :

Submitted to the Consultant/Architects/Bank

----- Signature of contractor

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ANNEXURE-N

CONTRACTOR'S LIABILITY AND INSURANCE SUMMARY

Sr No	Nature and Scope of Risk	Value of Insurance	Validity Period of Insurance	Name of the Insurer	Insurance Policy No.
1.	Loss of damage to works or any part thereof materials at site from any cause whatsoever including Fire (CAR)	100 % Contract Amount	The policy shall be valid till actual Completion of work.	The Policy shall be in joint names of Employer and Contractor	
2	Damage, Loss or Injury to any Person of the Employer or Consultants including their representatives and third Party	15.00 lacs per claim upto 3 claims	The policy shall be valid till actual completion of work	The Policy shall be in joint names of Employer and Contractor	
3	Claims under the Workmen's Compensation Act, 1923	As per Govt Rules	The policy shall be valid till actual completion of work	The Policy shall be in joint names of Employer and Contractor	

Signature of Contractor

Witnesses:

Address:

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ANNEXURE-O

FORM OF GUARANTEE FOR WATER PROOFING.

Name of the Project

Free Maintenance Guarantee- Waterproofing work

By -----

We hereby guarantee that the surfaces treated by us for waterproofing in the above work for M/s.----- the general building Contractor for the above work, shall remain water tight , should however due to any unforeseen defect left out in the work carried out by us at the time of execution of the work , there be any leakage from any surface treated by us during the period of ten years from the date of virtual Completion of the work i.e. from ----- to ----- the same shall be rectified by us without any extra cost to the -----(Name of the Bank).

However we shall not be responsible in any way if our work is tampered with or if the body of the structure is damaged due to sinking, cracking and or by any other act of god beyond our control.

Signature of Contractor

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ANNEXURE - P

INTEGRITY PACT (IP)

**MODEL PRE CONTRACT INTEGRITY PACT
(MAY BE MODIFIED AS PER PROJECT)**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ Month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular

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BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of Bidders

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of Bank of Baroda
- (ii) A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

4.2 The Earnest Money/Security Deposit shall be valid upto a period of one years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6 of this Pact also on the Commission by the BIDDER or any one employed

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5.3 By it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.4 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER . However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors

7.1 The BUYER will be appointing Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The name and e-mail address of the IEM is as follows:

Name: Shri Harishwar Dayal
E-mail: dayalagra@gmail.com

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER 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 shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.1 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

1. Photographs :

During construction, the date stamp photographs shall be taken by the contractor each month and submitted to the Engineer-In-charge, showing details of specific requirements / measures being taken by the contractor towards above for documentary compliance and records.