



निविदा दस्तावेज/TENDER DOCUMENT  
(नियम, शर्तें एवं ड्राइंग्स/Terms, Conditions & Drawings)  
भाग/PART-ए/A  
**TECHNICAL BID /तकनीकी बोली**

**Proposed Car Parking Shed for Bank's Residential Quarters at Cent Pearl Apartment, CBD Belapur, Navi Mumbai., Navi Mumbai 400614**

**CO: BSD: ARCH: 2023:24: NIT481**

**Date: - 09.02.2026**

विज्ञापन की दिनांक/ Date of Advertisement	09.02.2026
प्रस्तुत करने की अंतिम दिनांक / Last Date of Submission	02.03.2026 by 15:00Hrs
बोली पूर्व मीटिंग / Pre-Bid Meeting	21.02.2026 at 14:00 Hrs. at the above site of works.
खुलने की दिनांक /Opening Date	तकनीकी बोली/Technical Bid 02.03.2026 वित्तीय बोली: तकनीक रूप से अहर्ता प्राप्त ठेकेदार को सूचित किया जाएगा/ Financial Bid: To be intimated to Technically Qualified Contractors.
कार्य अवधि/Time Period of Work	कार्य आदेश प्रदान करने की दिनांक से 60 दिन /60 days from award of Work Order
बयाना जमा राशि/Earnest Money Deposit	<b>₹30,000/- (Rupees Thirty Thousand Only)</b> DD favoring Central Bank of India, Payable at Mumbai.
निविदा दस्तावेज का मूल्य/Cost of Tender Document(गैर वापसी योग्य/Non Refundable)	रु./Rs.2000.00 (सेन्ट्रल बैंक ऑफ़ इंडिया के पक्ष में मांग ड्राफ्ट जो मुंबई पर देय हो/ <b>DD In favor of Central Bank of India, Payable at Mumbai "OR"</b> The application fee of Rs. 2,000.00 shall be deposited at AC NO: 1122845035, IFSC: CBIN0281067, Central Bank of India Nariman Point Branch, Mumbai and the corresponding UTR to be enclosed along with the application.
<b>MSME Registered Vendors are Exempted from EMD and Tender Fees Relevant Documents to be submitted in Technical Bid.</b>	
खुलने की दिनांक से निविदा की वैधता/Validity of Tender from the date of opening of Financial Bid.	120 दिन/ days
प्रस्तुत किए जाने वाले दस्तावेज/ Documents to be provided	निविदा आमंत्रण सूचना के अनुसार/As per Notice Inviting Tender.
Independent External Monitor (IEM)	Mr Anant Kumar MAIL ID: - anant_in@yahoo.com Mr.Nirmal Anand Joseph Deva MAIL ID: - meghanadeva2022@gmail.com
Email for Correspondence	smarchco1@centralbank.co.in
संपर्क व्यक्ति का नाम /Contact person name	RAVIRAJ SONI (Civil Engineer) 022-66387867
बोलियां जमा करने का स्थान / Place of submission of Bids & opening of bids	Tenders to be submitted on line at <a href="https://centralbank.abcpurchase.com">https://centralbank.abcpurchase.com</a>
<b>Estimated Cost of the work</b>	₹ 13,50,000/-
<b>Interim Payment</b>	Interim Payment will be made towards successful completion of work amounting to ₹ 7.00 Lacs and after issue of Certificate from Project Engineer for the same.

**प्रस्तुतकर्ता/SUBMITTED BY:**

ठेकेदार का नाम/NAME OF CONTRACTOR :  
जीएसटी विवरण/GST DETAILS :

Business Support Department, ChanderMukhi Nariman Point Mumbai -400021

Tel No: 022-2202 6428 ,022-6638 7777

Visit us at [http:// www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)

1. Tender Document consisting of the following:

Sno	Description
1	Tender Notice
2	General rules and instructions for the Guidance of Tenderers.
3	Form of tender
4	Articles of Agreement
5	General Conditions of Contract with Appendices
6	Appendix-I
7	Technical Specifications
8	Special conditions of Contract
9	Integrity Pact
10	Prequalification Application form
11	Form of Guarantee for Terrace Water Proofing.

NOTE: IT IS STRICTLY ADVISED TO SUBMIT ONLY THOSE DOCUMENT WHICH IS SOUGHT AND DESIRED IN THE TENDER IN SEQUEL AS MENTIONED. THE BID WILL BE DISQUALIFIED IN CASE OF SUBMISSION OF ANY UNWANTED DOCUMENTS WITHOUT ANY INFORMATION. BANK RESERVES RIGHT IN THIS MATTER AND BY THIS NOTE WE ARE CLEARLY INFORMING THE CASE TO ALL INTERESTED PARTICIPANTS. KINDLY NOTE ON THIS.

**SECTION - I**  
**NOTICE INVITING TENDER**

Central Bank of India, Business Support Department, Architect Section, Central Office, Mumbai invites Tenders from experienced and eligible Contractors for participating in the **(offline)** Bid Process for the **Proposed Car Parking Shed for Bank's Residential Quarters at Cent Pearl Apartment, CBD Belapur, Navi Mumbai., Navi Mumbai 400614**

**1.1 Submission of Tender:**

1.1.1 Last date of submission of Tenders is 02.03.2026 before 3:00 p.m. The tenders are to be submitted in physical form.

**1.1.2 Technical Bid**

Technical Bid shall contain Pre - Qualification Documents such as proof of eligibility i.e. Enlistment, Annual Financial Turnover and Completion Certificates of similar works and **Annexure -A**. Earnest Money Deposit in the form of crossed demand draft of **₹30,000/- (Rupees Thirty Thousand Only)** in favor of Central Bank of India, Mumbai. **MSME Registered Vendors are exempted from EMD and Tender Fees**  
**Relevant Documents to be submitted in Technical Bid.**

**1.2 Financial Bid**

**Financial Bid** shall contain tender document, each page and correction duly signed by tenderer including tender form duly filled in complete details and description including all data to be supplied by tenderer as specified in the information and instruction of tenderers. You are requested to submit your rates in each item in the enclosed format.

**1.3 Eligibility Criteria for the Pre-Qualification shall be as follows:** - To be considered as technically qualified, a Bidder shall demonstrate that they satisfy the following qualification criteria. **Bids of the Bidders not meeting following criteria will be summarily rejected:** -

S.no	Eligibility Criteria	Documents Required
01.	The bidder should be a Government Organizations / PSUs / PSEs / Partnership Firms / Proprietary Firms / Limited Companies under Indian Laws with an established setup in Mumbai Metro Politan and with registered office in Mumbai (MMR) Only. Valid GST, PAN, MSME Certificate	<ul style="list-style-type: none"><li>• Certificate of Incorporation/Registration</li></ul>

02.	Financially sound firms with average annual turnover of not less than ₹ 21.00 Lakhs in past three financial years immediately preceding bid due date.	<ul style="list-style-type: none"> <li>• Certificate from Statutory Auditor of the bidder specifying the average annual turnover of the bidder in last 3 (three) financial years immediately preceding to bid due date.</li> </ul>
03.	<p>The firm should have successfully completed similar works during last 7 years ending last day of months previous to the one in which applications are invited should be either of the following: <b>(Estimated Cost of Work: ₹13,50,000/- (Thirteen Lakh Fifty Thousand Only) Excluding GST.</b></p> <p>a) "Similar 3 work completed works" costing not less than the amount equal to 40% of the estimated cost Or</p> <p>b) "Similar 2 work completed works" costing not less than the amount equal to 50% of the estimated cost Or</p> <p>c) "Similar 1 work completed work" costing not less than the amount equal to 80% of the estimated cost.</p>	<ul style="list-style-type: none"> <li>• Copy of Work orders</li> <li>• Completion certificate of the work.</li> </ul>
04.	Other	<ul style="list-style-type: none"> <li>• Valid GST Certificate</li> <li>• Audited Financial Statements and Annual reports of the bidder of last 3 (three) financial years immediately preceding to bid due date</li> <li>• Sworn undertaking/ affidavit specifying the firm has not been blacklisted. Certificate from Statutory Auditors stating that the Bidder is not blacklisted or debarred or banned from participating or carrying out business with any PSU Bank's or the entire Central Government or any State Government at the time of the submission of the bid</li> <li>• Certified copies of the ITRs filed by</li> </ul>

		<p>the entity for the immediately preceding three financial years</p> <ul style="list-style-type: none"> <li>• Board resolution or Power of Attorney specifying authorized signatory (not required for sole proprietorship companies provided same person is authorized signatory)</li> </ul>
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- 1.4 Tenders as above can be submitted at **Business Support Department, 16<sup>th</sup> Floor, Chander Mukhi Building, Nariman Point, Mumbai – 400021** up to 3:00 p.m. on 02.03.2026 and Technical Bid will be opened on 02.03.2026 at 3.30 p.m.
- 1.3 Tenders submitted late on account of any reason whatsoever and physical / telegraphic tenders will not be entertained.
- 1.4 The Earnest Money Deposit by Demand Draft payable at Mumbai must accompany each tender and the tenders not accompanied by the Earnest Money Deposit by Demand Draft are liable to be rejected as NON-RESPONSIVE. The copy of the EMD to be uploaded on line along with technical bid.
- 1.5 The pre-bid meeting is scheduled on 21.02.2026 at 14:00 hrs on site at **above mentioned Flats site address.**
- 1.6 The tender shall be valid for a period of not less than 120 days after the date of opening of Financial Bids.
- 1.7 For any further information on the tender, Architect Section (Phone no. 022-6638 7867 ) may be contacted.
- 1.8 The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all tenders.
- 1.9 Tender will be submitted offline at **Business Support Department, 16<sup>th</sup> Floor, Chander Mukhi Building, Nariman Point, Mumbai – 400021.**
- 1.10 Contractors having their Core/ Main/ Origination Office in Mumbai, Thane or Navi Mumbai will be treated only.

**(D.K. Singh)**  
**Asst. General Manager - BSD**

## **SECTION –II**

### **GENERAL RULES AND INSTRUCTION**

#### **FOR THE GUIDANCE OF TENDERER**

Tenders are hereby invited on behalf of **General Manager – CENTRAL BANK OF INDIA – Business Support Department, 16<sup>th</sup> Floor, Chander Mukhi Building, Nariman Point, Mumbai – 400021.**

1. Tender documents shall be available on our Bank website i.e. [centralbank.bank.in](http://centralbank.bank.in).
2. The tender should be submitted offline on the above-mentioned address i.e. **Business Support Department, 16<sup>th</sup> Floor, Chander Mukhi Building, Nariman Point, Mumbai – 400021.** The last date for receipt of tenders is 02.03.2026 up to 3.00 p.m. The tender fee of Rs.2000/- (Rupees Two Thousand Only) shall be deposited along with tender document. Tender submitted without tender fee shall be rejected.
3. The site of the work is available for inspection to contractors after taking prior permission from the Engineer-In –Charge in advance.
4. The tender to be submitted offline containing the documents as under in the closed 2 separate envelopes addressing part -I and Part -II.

Part-I:            Technical qualifications documents/ Earnest Money/ Tender Fee.

Part-II:           The Tender document with bill of quantities, duly priced, any condition stipulated (PS) in Part-II will not be accepted. Conditional rebates, if any given in Part-II, shall be treated as unconditional

5. The Technical Bid of the tender will be opened on 02.03.2026 after 3:30 p.m. and the details of the bid evaluation.
6. The tenderer should quote in figures as well as in words the rates, and amount tendered by them. The language for filling tender documents shall be English. The amount for each item should be worked out and requisite total given.

All corrections shall be attested by the initials of the tenderers with the seal of the firm. In case any discrepancy / difference is found on checking between rates quoted by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed:

- a) When there is a difference between the rates in figure and in words, the rate, which corresponds to the amount worked out by the Contractor, shall be taken as correct.
- b) When the amount of any item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractors in words shall be taken as correct.

- c) When the rates quoted by the Contractor in figures and in words tally but the amount is not worked out correctly, rate quoted by the Contractor shall be taken as correct and not the amount.
  - d) Amendments as mentioned above shall be based on the tender marked "original" only.
7. All rates shall be quoted on the proper form of the tender alone.

Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words Rs. should be written before the figures of rupees and words paise after the decimal figures, e.g. Rs.2.15 P. and in case of 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 rate in schedule of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.

8. The Contractor whose tender is accepted will be required to furnish by way of Security Deposit for the due fulfillment of his contract, such sum as detailed in Clause No.17 of the General Conditions of Contract.
9. The acceptance of a tender will rest with the **CENTRAL BANK OF INDIA**, Business Support Department, Chander Mukhi Bldg., Nariman Point, Mumbai who does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

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

10. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
11. On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer / Consultant shall be communicated to the Employer / Consultant.
12. The Contractor shall give a list of his relative working with the Employer along with their designations and address.
13. No employee of the Employer is allowed to work as a Contractor for a period of two years of his retirement from Employer's services, without the previous permission of the Employer. The contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer / Consultant as aforesaid before submission of the tender or engagement in the Contractor's service.

14. The tender for work shall remain open for acceptance for a period of 120 (Days) from the date of submission of tenders. If any tenderer withdraws his tender before the said period, then the Employer shall be at liberty to forfeit the Earnest Money paid along with the tender.
15. The tender for the work shall not be witnessed by a Contractor or Contractors who himself / themselves has / have tendered or who may and had / have tendered for the same work. Failure to observe this condition would render tenders of the Contractors tendering as well as witnessing the tender liable to summary rejection.
16. 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 into an agreement for each component with the Employer.
17. The Earnest Money Deposit of the Contractor whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the letter of award.
18. Earnest Money of **₹30,000/- (Rupees Thirty Thousand Only)** in the form of demand draft payable at Mumbai and drawn in favour of CENTRAL BANK OF INDIA must accompany Part-I (TD) of each tender. Earnest Money in any form other than mentioned above is not acceptable
19. The Contractor concerned should execute the work in co-ordination with other related works contractors and Bank will not entertain any wastage of time / wastage of materials for their lack of co-ordination among them. The wastage of materials if any must be entirely borne by the Contractors only.



**SECTION - III**

**FORM OF TENDER**

To,  
**General Manager - BSD**  
**CENTRAL BANK OF INDIA.**  
Business Support Department,  
Chander Mukhi Building, 16<sup>th</sup> Floor  
Nariman Point,  
Mumbai – 400 021.

Dear Sir (s),

**Reg: - Proposed Car Parking Shed for Bank's Residential Quarters at Cent Pearl Apartment, CBD Belapur, Navi Mumbai., Navi Mumbai 400614**

1. I/We refer to the tender notice issued by Central Bank of India, Business Support Department, Central Office, Chander Mukhi Building, Nariman Point, Mumbai – 400 021 in connection with the above work.
2. I/We do hereby offer to perform, provide, execute, complete and maintain the work in conformity with drawings, conditions of contract, specifications, schedule of quantities for the sum and at the respective rates quoted in the schedule of quantities.
3. I/We have satisfied myself / ourselves as to the site conditions, examined the drawings and all respects of the tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part to:
  - a) Abide by and fulfill all the terms and provisions of the said conditions annexed hereto:
  - b) Complete the work within **60 Days** as stipulated by working in two or three shifts, if considered necessary by the Bank, at no extra cost of the Employer.
4. I/We have deposited earnest money of ₹30,000/- in the form of demand draft payable at Mumbai and drawn in favour of **CENTRAL BANK OF INDIA**. I/We note, will not bear any interest and is subject to forfeiture solely at Bank's discretion if
  - i. The work is not commenced by me /us within 7 (Seven) days from the date of issue of formal work order.
  - ii. The offer is withdrawn within the validity period of acceptance.

(OR)

  - iii. The agreement of the contract is not executed within 30 days from award of contract.

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

5. The acceptance of this tender shall constitute a binding contract, and any failure as mentioned in item 4 above shall constitute a breach of contract by us and the tender

accepting authority shall be entitled to have the work executed at our risk and cost and to claim extra cost / expenditure incurred by them from us.

6. Our Bankers are :

i)

ii)

7. Name of partners / directors of our firm;

i)

ii)

Yours faithfully

Signature .....

Name of Partner / Director of the  
Firm authorized to sign or Name  
Of person having power of  
Attorney to sign the contract.  
(Certified true copy of power of  
attorney should be attached)

: Name .....

: Designation .....

Signature and addresses of

: a) Signature : .....

Witnesses

Name .....

Address .....

.....

: b) Signature : .....

Name .....

Address .....

.....

## **SECTION - IV**

### **AGREEMENT**

**This Agreement** is executed at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, between Central Bank of India, a body corporate, constituted under the provisions of Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "Bank" which expression shall unless it be repugnant to the context or meaning thereof, includes its successors and assigns) of the **ONE PART** and

\_\_\_\_\_ (hereinafter referred to as the "Contractor", which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and assigns) of the **OTHER PART**.

**WHEREAS** the Bank is desirous of carrying out **Proposed Car Parking Shed for Bank's Residential Quarters at Cent Pearl Apartment, CBD Belapur, Navi Mumbai., Navi Mumbai 400614** and the same was accepted by the Bank.

**AND WHEREAS** the contractor has submitted the tender dated \_\_\_\_\_ wherein the renovation work to be done was also described as per priced schedule of quantities, along with the general conditions of contract, special conditions, additional conditions etc., at the respective rates mentioned in the priced schedule of quantities and also as per the terms and conditions mentioned in the work order \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank to the Contractor.

**AND WHEREAS** Bank has also accepted the offer of the Contractor to fulfill the renovation work as agreed to in its tender dated \_\_\_\_\_ wherein the work to be done was described as per priced schedule of quantities, along with the general conditions of contract, special conditions, additional conditions etc., at the respective rates mentioned in the priced schedule of quantities and also as per the terms and conditions mentioned in the work order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank to the Contractor.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

01. The contractor hereby agrees that it shall execute the renovation work as per the tender dated \_\_\_\_\_ (copy whereof is enclosed as annexure I and the same shall form part and parcel of this agreement), wherein work to be done was described as per priced schedule of quantities, along with the general conditions of contract, special conditions, additional conditions etc., at the respective rates mentioned in the priced schedule of quantities and also as per the terms and conditions mentioned in the work order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the

- Bank to the Contractor (copy whereof is enclosed as annexure II and the same shall form part and parcel of this agreement)
02. The Bank hereby agrees to pay to the contractor such sums shall become payable hereunder at the time and in the manner specified in the tender dated \_\_\_\_\_ and also as per the terms and conditions mentioned in the work order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank to the Contractor.
  03. The Contractor has deposited ₹30,000/- (Rupees Thirty Thousand Only) with the Bank as earnest money for due performance of the agreement, and the Bank hereby acknowledge the same.
  04. Both the parties hereby agrees to abide by and submit themselves to the terms and conditions and also stipulation as mentioned in the tender dated \_\_\_\_\_ and also as per the terms and conditions mentioned in the work order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank to the contractor.
  05. Both the parties hereby agrees that any dispute / differences, if any, shall be deemed to have arisen to Mumbai and the courts in Mumbai shall have exclusive jurisdiction to try and determine the same.
  06. The several parts of this contract have been read to us and fully understood & signed by us.

**IN WITNESS WHEREOF THE CONTRACTOR AND THE BANK HAVE AFFIXED THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE.**

Signed and delivered by Central	}	
Bank of India by the hands of	}	For and on behalf of Central Bank of India
Shri _____	}	
Its constituted attorney, in the	}	
Presence of;	}	sd/-
	}	
1) _____	}	
	}	
2) _____	}	

Signed sealed (with common seal	}	
and Delivered by _____	}	For and on behalf of _____
through its authorized signatory	}	
Shri. _____	}	
In the presence of;	}	
	}	sd/-
	}	
3) _____	}	
	}	
4) _____	}	

## **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 out as per standard specifications and under the direction of the Employer / Consultant.

#### **1. INTERPRETATION**

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

- i. **Employer:** The term Employer shall denote CENTRAL BANK OF INDIA having their office at Chander Mukhi, Nariman Point, Mumbai – 400 021 or any of its employees / representative authorized on their behalf.
- ii. **Consultant:** The term Consultant shall mean such person/s the Employer shall nominate for the purpose.
- iii. **Contractor:** The Contractor shall mean the company whether incorporated or not, undertaking the work and shall include legal representative (s) of such individual or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- iv. **Site:** The site shall mean the site where the work is to be executed as shown within the boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the Contractors use.
- v. **Site Engineer / Project Management Consultant (PMC):** The site Engineer shall be appointed by the Employer. The Employer may also appoint the Project Management Consultant (PMC).
- vi. **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 / Consultant during the execution of the work.

All 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 / Consultant shall be given access to such drawings or schedule of quantities whenever necessary.

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 20 days ahead from the time when it is required for implementation so that the Employer / Consultant may be able to give decision thereon.

vii. **“The Work”** shall mean the work to be executed or done under this contract.

viii) **“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.

ix) **“The Schedule of Quantities”** shall mean the schedule of quantities as specified and forming Part of this contract.

**“Priced Schedule of Quantities”** shall mean the schedule of quantities duly priced with the accepted quoted rates of the Contractor.

## 2. **SCOPE:**

The work consists **Proposed Car Parking Shed for Bank’s Residential Quarters at Cent Pearl Apartment, CBD Belapur, Navi Mumbai., Navi Mumbai 400614**

in accordance with the drawings and “Schedule of items and quantities”. 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 / Consultant. 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 / Consultant and to furnish and install such detail with Employer’s / Consultant’s concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer / Consultant may in their absolute discretion issue further drawings and / or written instructions, details, directions and explanations, which are, here after collectively referred to as “The Employer’s / Consultant’s instructions” regarding

- a) The variation on modification of the design, quality or quantity of work or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specification.
- c) The removal from the site of any defective material brought thereon by the Contractor and the substitution of any other material thereof.
- d) The opening up for inspection of any work covered up.
- e) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the Defect Liability period.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's / Consultant's instructions, provided always that verbal instructions, direction and explanations given to the Contractor or his representative upon the work by the Employer / Consultant shall if involving a variation be confirmed in writing to the Contractor within seven days. No work for which rates are not specifically mentioned in the priced schedule of quantities shall be taken up without written permission of the Employer / Consultant. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer in consultation with the Consultant as provided in Clause "variation".

**3. DETAILED DRAWINGS AND INSTRUCTIONS**

The Employer shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable there from.

The work shall be executed in conformity therewith and the Contractor shall not work without proper drawings and instructions.

Immediately after receipt of the work order of the contract the Contractor shall prepare a detailed progress schedule and submit the same to the Employer through the Consultant for approval which shall indicate the dates for the starting and completion of the various stages of constructions.

**4. COPIES FURNISHED**

The Contractor on the signing hereof shall be furnished by the Employer through its Consultant free of charge with a copy of the priced schedule of quantities / rates, two copies of each of the said drawings and one copy of specifications and two copies of all further drawings issued during the progress of the work. Any further copies of such drawings required by the Contractor shall be supplied on payment of the charges thereof by the Contractor.

**5. OWNERSHIP OF DRAWING**

All drawings, specification and copies thereof furnished by the Employer are the property of the Employer. They are not to be used on other work, and except for the signed contract set, are to be returned to the Employer on request at the completion of the work.

**6. FAILURE BY CONTRACTORS TO COMPLY WITH EMPLOYER'S/CONSULTANT'S INSTRUCTION.**

If the Contractor after receipt of written notice from the Employer and / or the Consultant requiring compliance of any instructions within ten days fails to comply with such further drawings and / or Employer's / Consultant's instructions, the Employer through the Consultant or other person, may employ other person to execute any such work whatsoever that may be necessary to give effect thereto and

pay all cost incurred in connection therewith and same shall be recoverable from the Contractor by the Employer on the certificate of the Consultant as a debt or shall have right to deduct same from any moneys due or to become due to the Contractor.

#### **7. TENDERER SHALL VISIT THE SITE**

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. 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 the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer / Consultant might be deemed to have reasonably been inferred to be so existing before commencement of work.

#### **8. TENDERS**

The entire set of tender paper issued to the tenderer should be submitted fully priced and signed on the last page together with initials on every page, initial / signature will indicate the acceptance of the tender papers by the tenderer.

The schedule of quantities shall be filled in as follows:

- i) The "Rate" column to be legibly filled in ink in both English figures and English words.
- ii) Amount columns to be filled in for each item and the amount for each subhead as detailed in the "Schedule of Quantities".
- iii) All corrections / overwriting are to be initiated with the seal of the Firm.

No modifications, writings or corrections can be made in the tender papers by the tenderer but 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 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.

The tenderer 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 / Consultant detailed analysis of any or all the rates shall be submitted. The Employer / Consultant shall not be bound to recognize the Contractor's analysis.



The work 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 work in all respects and details including preparatory and finishing work 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 work, the payment of such item 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 / Consultant.

The Employer has power to add to, omit from any work 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.

#### **9. AGREEMENT**

The successful Contractor shall sign the agreement as per draft agreement annexed within 15 days from the date of issue of formal work order and he shall pay for all stamps and legal expenses, incidental thereto. However, the written acceptance of the tender by the Employer / Consultant on behalf of Employer will constitute a binding contract between the Employer and the person so tendering whether such formal agreement is or is not subsequently executed.

#### **10. ROYALTIES & PATENTS**

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Employer harmless from loss on account thereof

#### **11. PERMITS AND LICENCES**

Permits and licenses for release of materials, which are under Government control, will be arranged by the Contractor. The Employer will render necessary assistance, sign any forms or applications that may be necessary.

#### **12. 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 the said Act, Rules, Regulations and Bylaws etc and pay all fees payable to such authority / authorities for execution of the work involved. The cost, if any, shall be deemed to have included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment

and restorations etc. and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

### **13. TAXES AND DUTIES**

The tenderers must include in their tender prices quoted for all duties, royalties, cess, excise, sales tax, work contract sales tax or any other taxes for local charges if applicable. No extra claim on this account will in any case be entertained.

### **14. PROVISIONAL SUMS**

All provisional sum 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 with profit (or transportation charges where and if required) which shall be separately included in the contract price and 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 / Consultants and releases them through his bills from the Employer.

### **15. QUANTITY OR WORK TO BE EXECUTED**

The quantities shown in the Schedule of quantities are intended to Part 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, if at any time after the commencement of the work, the Employer / Consultant shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Consultant / Employer shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage with which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, designs and instructions which shall involve any curtailment of the work as originally contemplated.

### **16. 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 the Contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The General building Contractor shall extend all co-operation in this regard.

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

The tenderer will have to deposit an amount of **₹30,000/-** in the form of demand draft payable at Mumbai and drawn in favour of CENTRAL BANK OF INDIA at the time

of submission of tender as Earnest Money. The Employer is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderer will be refunded without any interest soon after the receipt of comparative chart from the Consultant and finalization of the L1 Contractor.

**The successful tenderer to whom the contract is awarded will have to deposit as “initial security deposit” (ISD) a further sum to make up 2% of the value of the accepted tender including the Earnest Money.** ISD may be submitted in the form of Bank Draft / Pay Order. The initial Security Deposit will have to be made within 14 days from the date of acceptance of tender, failing which the Employer at his discretion may revoke the Letter of Acceptance and forfeit the Earnest Money deposit furnished along with the tender.

**Apart from the initial security deposit made as above retention shall be deducted from progressive running bills @ 08% of the gross value of work done less the initial security deposit in each running bill until Security Deposit plus the retention money equals to 10% of the contract value or cost of work, whichever is higher.**

Cost of work shall mean accepted Contract sum initially and ultimately shall mean the actual Total cost i.e. Gross value of the final bill by the Employer / Consultant.

After realization by deduction from the bill of the total retention as specified above 50% of the total retention amount will be due for release after 15 days of virtual completion certificate issued by the Consultant / Employer.

50% of the retention amount as mentioned above will be refunded to the Contractor on completion, subject to the following:

- a) Issue of Virtual Completion Certificate by the Consultant / Employer.
- b) Contractor's removal of his materials, equipment, labour force, temporary sheds / stores etc. from the site (excepting for a small presence required if any for the Defect Liability Period and approved by the Bank)

The balance 50% will be released to the Contractor within a reasonable period after the end of “Defect liability period” provided he has satisfactorily carried out all the work, submitted all documents contractually called for and attended to all defects in accordance with the conditions of the contract. No interest is allowed on retention money and earnest money deposit.

Further, if some dues to the Employer from the Contractor (s) have still to be recovered, the Employer reserves the right to withhold payment of so much of the retention money as in his opinion, represents the cost of the same.

#### **18. 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 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 / Consultant whose decision shall be final and binding.

The Contractor shall provide himself for fresh and tested water for carrying out the work at his own cost. The Employer shall on no account be responsible for the expenses incurred by the Contractor for hired ground or fresh water obtained from elsewhere.

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

The Contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipment and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, 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, building, all other erections, matters and things and the Contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc., as occasion requires or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of work to the satisfaction of the Employer / Consultant.

The Contractor shall also provide such temporary road on site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such road shall be broken up and leveled where so required by the drawings unless the Employer shall otherwise direct.

The Contractor shall at all times give access to workers employed by the 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 and telephones conduit laying, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above-mentioned contingent works.

#### **19. TIME OF COMPLETION, EXTENSION OF TIME AND PROGRESS CHART**

a) Time of Completion:

The entire work is to be completed in all respects within the stipulated period of **45 Days**. The work shall be deemed to be commenced within 7 (Seven) days from the

date of issue of formal work order or the date on which the Contractor is instructed to take possession of the site, whichever is later. Time is the essence of the contract and shall be strictly adhered to by the Contractor.

The work shall not be considered as complete Employer / Consultant have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

**b) Extension of Time:**

If in the opinion of the Employer / Consultant the work be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the Employer / Consultant in consequences of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the work, of delay, of other Contractors or tradesmen engaged or nominated by the Employer / Consultant and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strike or lock-out affecting any of the building trades or (f) from other causes which the Employer / Consultant 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 time for completion in respect therefore, in the even 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 strike or lock-outs, as are referred to above, the Contractor shall, immediately give the Employer, written notice thereof. Nevertheless, the Contractor shall use his best endeavors to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the Employer / Consultant to proceed with the work and on his doing so that it will be ground of consideration by the Employer / Consultant for an extension of time as above provided. The decision of the Employer as to the period to be 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 lock-out and the Employer shall then, in the event of extension being granted, determine and declare the final completion date. The provision in Clause 20 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 damages shall be deducted accordingly.

Hindrance Register in the approved format shall be maintained and proper record or hindrances arisen and solved with the dates to be recorded in the register by the Employer's Site Engineer / Consultant's Site Engineer and Contractor's authorized representative so that extension of time to be granted can be derived from the register and recommended by the Consultant and approved by the Employer.

**c) Progress of work / work programme:**

During the period of construction /execution of work, the Contractor shall maintain proportionate progress on the basis of the Programme Chart

submitted by the Contractor immediately before commencement of work and agreed to be the Employer / Consultant. Contractor should also include planning for procurement of scarce materials well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the project.

## **20. LIQUIDATED DAMAGES**

Should the work be not completed to the satisfaction of the Employer / Consultant within the stipulated period, the Contractor shall be bound to pay to the Employer a sum calculated @ 1% of the accepted contract sum per week of delay subject to a maximum of 5% of the accepted contract value 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.

## **21. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay liquidated damages amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Employer shall have power to adopt any of the following courses as they may deem best suited to the interest of the Employer: -

- a) To rescind the contract (of which recession notice in writing to the Contractor under hand of the Employer shall be conclusive evidence), and in which case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Employer.
- b) To employ labour by the Employer and to supply materials to carry out the work, or any part of the work, debiting the Contractor with the cost of the labour and price of material (of the amount of which cost and price of a certificate of the Consultant shall be final and conclusive against the Contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of this contract the certificate of the Employer as to the value of the work done, shall be final and conclusive against the Contractor.
- c) To measure up the work of the Contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another Contractor to complete in which any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Consultant shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Employer under the contract or otherwise, or from his security deposit of the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Employer / Consultant the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered any engagements or make any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract unless and until the Employer / Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

## **22. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS.**

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

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

The Contractor shall provide at his own cost all artificial light required for the work and to enable other Contractors and sub-Contractors to complete the work within the specified time.

Every precaution shall be taken by the Contractor to prevent the breeding of mosquitoes on the work during the construction and all receptacles, cisterns, water tanks etc, used for storage of water must be suitably protected against breeding of mosquitoes. The Contractor shall indemnify the Employer against any each 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.

### **Protective Measures**

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

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

The Contractor shall provide necessary temporary enclosures, gates, entrances 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 work and making good all work undisturbed.

#### **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 sub-Contractors and remove the same on completion.

#### **Tools**

All tools, equipment and instruments as instructed by the Employer / Consultant and considered necessary for the work shall be provided by the Contractor for the due performance of this contract.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for taking measurement shall be supplied by the Contractor.

This mistries and the supervisors on the work shall carry with them always an one meter or two meter steel tapes and a measuring tape of 30 meters, a spirit level, a plumb bob and square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the Contractors as he chooses for checking the work 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 erected scaffolding and / or tools and plant etc by sub-Contractors for their work or for work to be carried out by other agencies employed by the Employer / Consultant

### **23. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY & OWNERS**

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

The Contractor/s shall arrange to give all notices required for by the said Acts. Regulations or Byelaws 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, cost and expenses.

#### **24. CLEARING SITE AND SETTING OUT WORKS**

The site shown on the plan shall be cleared of all obstructions, trees, bushes, shrubs, loose stone and rubbish materials of all kinds. All holes or hollows whether originally existing or produced by removal of loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

The Contractor shall set out the work and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the Contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer / Consultant. 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.

#### **25. DATUM**

The 'datum' will be furnished by the Consultant / Employer in conformity with regulations of appropriate Authority. The Contractor shall make arrangements for preserving the above datum till completion of the work. All levels shown in the drawings are to be strictly adhered to.

#### **26. BENCHES**

The Contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

These benches will consist of timber posts of adequate length and minimum diameter 75mm to be driven in the ground at suitable distance as directed encased with brickwork. The wire nails will be driven on the top of wooden post on the center line of columns, walls, inside and outside faces of foundation trenches. Center line of walls, columns etc. may be clearly indicated so that checking may be done at any time, if it is so required.

#### **27. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS**

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall at once

carted away by the Contractor to a safe place as per rules of the appropriate authorities.

The Contractor shall keep the foundations and work free from water and shall provide and maintain at his own expenses electrical or other power-driven pumps and other plant to the satisfaction of the Employer for the purpose, until the building is handed over to the Employer.

The Contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Employer and the local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

## **28. ACCESS**

Any authorized representative of the Employer / Consultant shall at all reasonable times have free access to the work 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 Employer or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer and Consultant no person shall be allowed at any time without the written permission of the Employer.

## **29. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS**

All the work 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 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 / Consultant during the execution of the work, and to his entire satisfaction.

A list of Mandatory Tests is annexed (Appendix III) which is only indicative and not exhaustive. The Contractor will have to carry out the test at his own cost in any approved testing laboratory as necessary. Any other tests, special or routine, on any material or workmanship, if advised to be done by the Employer / Consultant for any reason whatsoever, shall be carried out by the Contractor for which no additional payment will be made.

A list of materials of approved make and brand is shown in the "Technical Specifications". Materials are to be used from the annexed approved material list. In case of non-availability of specified makes, alternative products of equivalent quality may be used with prior permission from the Employer / Consultant.

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 charges for all duties, sales tax, octroi and other charges legally payable and must be the best of their kind available and the Contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the Employer / Consultant when so directed by the Employer / Consultant and written approval from Employer / Consultant must be obtained prior to placement of order.

During the inclement weather, the Contractor shall suspend concreting and plastering to such time as the Employer / Consultant may direct and shall protect from injury all work during its course of execution. Any damage (during construction) to any part of the work for any reasons due to rain, storm or neglect of Contractor, shall be rectified by the Contractor in an approved manner at no extra cost.

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 sub-Contractor and any damage caused must be made good by the Contractor at his own expenses.

### **30. REMOVAL OF IMPROPER WORK**

The Employer / Consultant 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 / Consultant are not in accordance with specifications or instructions, the substitutions 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 / Consultant shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer / Consultant 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 Consultant, shall relieve the Contractor from his liability in respect of unsound work or bad materials.

### **31. SITE ENGINEER / PROJECT MANAGEMENT CONSULTANTS (PMC)**

The term Site Engineer / Project Management Consultants (PMC) shall mean the person appointed and paid by the Employer to superintend the work. The Contractor shall afford the Site Engineer / PMC every facility and assistance for examining the work and materials and for checking and measuring work and materials. The Site Engineer / PMC shall have no power to revoke, alter, enlarge or relax any requirements of the contract or to sanction any day work, additions,

alterations, deviations or omission or any extra work whatever, except in so far as such authority may be specially confirmed by a written order of the Employer.

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

### **32. CONTRACTOR'S EMPLOYEES**

The Contractor shall employ technically qualified and competent supervisor for the work who shall be available (by turn) throughout the working hours to receive and comply with instruction of the Employer / Consultant. The Contractor shall engage at least one experienced Engineer as Site Engineer for execution of the work. The Contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The Contractor shall employ local labourers on the work as far as possible.

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

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

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

- a: The Payment of Wages Act.
- b: Employer's Liability Act.
- c: Workmen's Compensation Act.
- d: Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules – 1971
- e: Apprentices Act 1961
- f: Any other Act or enactment relating thereto, and rules framed thereunder from time to time.

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

The Contractor shall comply at his cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the Contractor's labourers are housed or accommodated for the prevention of smallpox, 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 work and shall remove and clear away the same on completion of the work. Adequate precautions shall be taken by the Contractor to prevent nuisance of any kind on the work or the lands adjoining the same.

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

### **33. DISMISSAL OF WORKMEN**

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

### **34. ASSIGNMENT**

The whole of the work 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.

### **35. NOMINATED SUB-CONTRACTOR**

All specialists, Merchants, Tradesmen and others executing any work or supply and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities / Rates and / or specifications who may be nominated or selected by the Employer are hereby declared to be sub-Contractors employed by the Contractor and are herein referred to as nominated sub-Contractors.

No nominated sub-Contractor shall be employed on or in connection with the work against whom the Contractor shall make reasonable objection or save where the Employer and Contractor shall otherwise agree who will not enter a contract provided:

- a) That the nominated sub-Contractor shall indemnify the Contractor against the same obligations in respect of the subcontract as the Contractor is under in respect of this contract.
- b) That the nominated sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants the property of the Contractor or under any Workman's Compensation Act in force.
- c) Payment shall be made to the nominated sub-Contractor by the Contractor within fourteen days of his receipt of the Consultant's certificate provided that before any certificate is issued the Contractor shall upon request furnish to the Consultant proof that all nominated sub-Contractor's accounts included in previous certification have been duly discharged, in default whereof the Employer may pay the same upon a certificate of the Consultant and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract between the Employer and the sub-Contractor.

### **36. DAMAGE TO PERSONS AND PROPERTY, INSURANCE ETC.**

The Contractor shall be responsible for any injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-Contractor or of any of his or a sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise and any damage to roads, street, footpaths or pathways as well as damage caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather. The Contractor shall indemnify and hold harmless the Employer in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claims.

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

### **37. INSURANCES**

The Contractor shall obtain a policy covering under Workmen Compensation Act, a third party insurance as well as any other insurance and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the employer.

Unless otherwise instructed the Contractor shall insure the work and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood or damages from whatever cause by an "All Risk Insurance Policy" for the full value of the contract and workmen. The minimum limit of coverage for third party insurance shall be 0.5% (zero point five percent) of the accepted contract sum per occasion and maximum four occurrences a year at any time of the contract period.

The insurance is to be at their own cost and must be placed with a company approved by the Employer, in the joint names of the Employer and the Contractor for such amount. For any further sum if called upon to do so by the Employer, the premium of such further sum being allowed to the Contractor as an authorized extra.

Moreover, the Contractor will be required to obtain "Workmans Compensation Insurance" from an approved insurance company at his own cost.

The Contractor shall deposit the policy and receipt for premiums paid with the Employer within 21 (twenty one) days from the date of commencement of the work 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 the insurance company should they elect to do so, proceed with due diligence with the completion of work 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.

Insurance is compulsory and must be affected from the very initial stage. The Contractor shall also be responsible for any thing, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

### **38. ACCOUNTS RECEIPTS AND VOUCHERS**

The Contractor shall, upon the request of the Employer / Consultant furnish them all the invoices, accounts, receipts and other vouchers that they may require in connection with the work 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.

### **39. MEASUREMENT OF WORK**

The Contractor will record the measurements in the approved printed measurement book and submit measurement for verification and endorsement of Project Management Consultant / Site Engineer and representatives of Consultant and Employer. The Contractor should submit the bill with such endorsement.

The Consultant shall upon receipt of the bill intimate to the Contractor that he requires the work to be measured and the Contractor shall forthwith attend or send a Qualified Agent to assist the Consultant or the Consultant's Representative / Employer's Representatives in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.

Should the Contractor not attend or neglect or omit to send such Agent then the measurement taken by the Consultant or a Representative approved by him shall be taken to be the correct measurement of the work.

The Contractor or his Agents may at the time of measurement take such notes and measurements as he may require. All authorized extra work, omissions and all variations made without the Consultant's knowledge, if subsequently sanctioned by him in writing, with the approval of the Employer shall be included in such measurements. The final measurement should be done within three months from the date of completion of work jointly by the Consultant and / or his Representative, if the Contractor fails to comply, the measurements taken by the Consultant will be final.

### **40. METHOD OF MEASUREMENT**

Unless otherwise mentioned elsewhere in the tender document, measurements will be done on the net quantities of work produced in accordance with upto date rules laid down by the Indian Standard Institution. In the event of any dispute with regard to the measurement of the work executed, the decision of the Consultant / Employer shall be final and binding on the Contractor.

### **41. ACTION WHERE NO SPECIFICATION**

In the case of any class of work for which there is no such specification in Technical Specification, such work shall be carried out in accordance with the I.S. Specification and in the event of there being no I.S. Specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Consultant / Employer.

### **42. CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC**



The Contractor (s) shall not deposit materials on any site, which will cause inconvenience to the public. The Employer / Consultant may require the Contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the Contractors cost.

#### **43. PAYMENTS**

**All bills shall be prepared by the Contractor in the form prescribed by the Employer / Consultant (format enclosed). Interim bills shall be paid during the work period subject to minimum value for interim bill of ₹7.00 Lacs on behalf of interim certificates. The bills in proper forms must be duly accompanied by detailed measurements recorded in the approved measurement books and should be submitted Adhoc payment for work executed together with other accepted claims will be made for the interest of Bank's work at absolute discretion of the Employer on specific request of the Contractor.**

The Consultant / Employer shall issue a certificate after due scrutiny of the Contractor's bill stating the amount due to the Contractor from the Employer and the Contractor shall be entitled to payment thereof, by the Employer within the period of honoring certificates

Mobilisation advance and / or advance against material shall not be paid by the Bank.

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 payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude determine or affect in anyway the 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 to the Consultant within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Consultant and payment shall be made by the Employer within three months from the date of receipt of the final bill duly verified & certified by the Consultant.

#### **FINAL PAYMENT**

Payments of final bill shall be made after deduction of Retention Money as specified which sum shall be refunded in the manner. The acceptance of payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed.

#### **44. VARIATION / DEVIATION**

The Contractor may when authorized and shall when directed in writing by the Employer add and / or omit or vary the works shown in the drawings or described in the specifications or included in the Price Schedule of Quantities. The Contractor on his own accord shall make no addition, omission or variation without such authorization or direction by the Employer or his accredited representative shall when confirm correctly by the Contractor in writing within 3 days shall be deemed to have been given in writing.

The price all of such non-tendered / substituted items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on Engineering rate analysis based on prevalent fair price of labour, materials at site of work and other components as required.

No claim for an extra shall be allowed unless it shall have been executed by the authorization of Employer / Consultant. No variation i.e. addition, omission or substitution shall vitiate the contract.

#### **45. SUBSTITUTION**

Should the Contractor desire to substitute any materials and workmanship, he / they must obtain the approval of the Employer / Consultant in writing for any such substitution well in advance. For materials designated in this specification by such term as "Equal" or "Other approved" etc. specific approval of the Employer / Consultant has to be obtained in writing.

#### **46. PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION**

The whole of the work will be thoroughly inspected by the Contractor and deficiencies and defects put right. On completion of such inspection, he shall inform the Consultant that he has completed the work and it is ready for inspection.

On completion, the Contractor shall clean all windows & doors including cleaning and oiling. If necessary, of all hardware, inside & outside, all floors, staircases and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Employer / Consultant.

#### **47. CLEARING SITE ON COMPLETION**

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

#### **48. DEFECTS AFTER COMPLETION**

The Contractor shall make good at his own cost and to the satisfaction of the Employer / Consultant all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work and considered as the “defect liability period”. In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, in lieu of such amending and making good by the Contractor, 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.17 together with any expenses the Employer may have incurred in connection therewith.

#### **49. CONCEALED WORK**

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

#### **50. ESCALATION**

The rates quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi etc. unless specifically provided in these documents.

#### **51. 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.

#### **52. SUSPENSION**

If the Contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default the Employer shall have the power to give notice in writing to the Contractor requiring the work be proceeded within a reasonable manner 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 the site of the work 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 work as therein prescribed, the Employer may proceed as provided in the Clause 53 (Termination of Contract by the Employer).

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

#### **Termination on Insolvency or Financial Distress**

If the Contractor, being a company, enters into liquidation whether voluntarily or compulsorily; or being a partnership firm, is dissolved; or being an individual, is adjudicated insolvent; or makes any general assignment or composition for the benefit of a majority (in number or amount) of its creditors; or enters into any deed of arrangement with its creditors; or if the Official Assignee or Receiver in insolvency repudiates the contract; or if a court-appointed Receiver for the Contractor's firm fails, within fourteen (14) days of notice, to demonstrate to the reasonable satisfaction of the Employer the ability to carry out and fulfill the contract (including provision of adequate security if required), the Employer shall have the right to terminate the contract.

#### **Termination on Legal or Enforcement Actions**

The Employer may also terminate the contract if the Contractor suffers execution to be issued against its property; or if any payment due or to become due under the contract is attached by or on behalf of any of the Contractor's creditors; or if the Contractor assigns, charges, or otherwise encumbers the contract or any payments due or becoming due thereunder.

#### **Termination on Breach or Poor Performance**

If the Contractor neglects or fails to perform any of the obligations or conditions of the contract, or uses substandard materials or workmanship, or does not proceed with due diligence or reasonable progress as required to complete the work within the stipulated time, and fails to remedy the default within three (3) clear days of receiving written notice from the Employer to that effect, or if the Contractor abandons the contract, the Employer shall be entitled to terminate the contract by written notice.

#### **Notice of Termination**

In any of the circumstances mentioned above, the Employer may, by written notice to the Contractor, terminate the contract. Such termination shall not affect the existing obligations or liabilities of the Contractor under the contract, which shall continue to remain in force as if the contract had not been terminated. The Employer shall also retain all rights and remedies available under the contract or law.

### **Possession and Use of Contractor's Assets**

Upon termination, the Employer or its authorized agents or representatives may enter the work site and take possession of all tools, plants, equipment, scaffolding, sheds, machinery, and materials belonging to the Contractor and lying on the premises or adjacent areas. The Employer may, at its discretion, use the same for completing the work either by employing its own workforce or by engaging other contractors.

### **Restriction on Contractor's Interference**

The Contractor shall not obstruct or interfere with the completion of the works by the Employer or any third-party contractor. Once the works are completed, or at such time as may be convenient to the Employer, the Contractor shall be given notice in writing to remove any remaining materials or equipment from the site.

### **Disposal of Remaining Assets**

If the Contractor fails to remove its surplus materials or equipment within fourteen (14) days of receipt of such notice, the Employer may sell them by public auction. The proceeds of such sale shall be credited to the Contractor's account.

### **Recovery of Costs**

Any expenses or losses incurred by the Employer in completing the work through alternative means shall be recovered from the Contractor, either by adjustment against payments due under the contract, proceeds from the sale of the Contractor's materials and tools, or from the Contractor's Security Deposit.

### **Dispute Resolution**

All disputes or differences of any nature whatsoever arising between the parties in connection with or relating to this contract — including its execution, performance, maintenance, interpretation, breach, termination, foreclosure, or the rights and obligations of the parties shall first be attempted to be resolved amicably through mutual negotiations and discussions.

### **Reference to Arbitration**

If such disputes or differences remain unresolved despite best efforts at amicable settlement, they shall be referred to arbitration in accordance with the provisions below:

- If both parties agree, a sole arbitrator mutually acceptable to both parties shall be appointed.
- In the event of failure to agree upon a sole arbitrator, each party shall appoint one arbitrator, and the two appointed arbitrators shall jointly appoint a third arbitrator, who shall act as the presiding arbitrator.
- The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.

**Jurisdiction and Venue**

- The place and venue of arbitration shall be Mumbai, unless otherwise mutually agreed by the parties or determined by the arbitrator(s).
- Subject to the arbitration clause, the courts at Mumbai shall have exclusive jurisdiction over all legal proceedings.

**Timelines for Invocation of Arbitration**

- If the Contractor fails to raise a demand for arbitration within 90 days of:
  - Receiving written intimation from the Employer/Consultant that the bill, after due verification, is passed for a lesser amount, or
  - Acceptance of payment under Clause 44[C1], whichever is earlier, the right to refer such claim(s) to arbitration shall be deemed to have been waived and forfeited.
- For the purpose of this clause, such notice shall be deemed to have been received by the Contractor:
  - Within two (2) days of the date of posting by the Employer/Consultant, or
  - Immediately upon delivery by hand, whichever is earlier. A letter signed by an official of the Employer/Consultant to this effect shall be conclusive evidence of posting.

**Continuity of Work During Arbitration**

- The Contractor shall continue to perform the contract during arbitration proceedings, and payments due shall not be withheld solely on account of such proceedings.

**Substitution of Arbitrator**

- If an appointed arbitrator is unable or unwilling to act, resigns, or otherwise vacates office for any reason, a substitute arbitrator shall be appointed in the same manner as specified above.

**Procedure and Award**

- The arbitrator(s) shall be deemed to have entered upon the reference from the date on which notice is issued to both parties fixing the date of the first hearing.
- The arbitrator(s) may, with the consent of the parties, extend the time for making and publishing the award.
- A separate reasoned award shall be given in respect of each dispute referred.
- The arbitrator(s) shall decide the dispute(s) strictly in accordance with the terms of the contract.
- The award of the arbitrator(s) shall be final, binding, and conclusive on both parties.
- 

**Costs and Fees**

- The fees of the arbitrator(s), unless otherwise directed, shall be borne equally by both parties and shall be paid prior to publication of the award.
- The arbitrator(s) shall have the authority to determine how the costs of the reference and award, including legal fees, shall be borne, and may fix or apportion such costs between the parties.

### **Governing Law**

- Subject to the provisions stated above, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, and any statutory modifications or reenactments thereof, for the time being in force.

**54. QUALITY OF MATERIALS, WORKMANSHIP & TEST:** -All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect / Consultant instructions and shall be subject from time to time to such tests as the architect / consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining measuring sampling and testing any materials or part of work before incorporation in the work for testing as may be selected and required by the architect / consultant.

- i) **SAMPLES:** -All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor with out any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Architect / Consultant. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect / consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect / Consultant for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Architect / Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.
- ii) **COST OF TESTS:** -The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.
- iii) **COST OF TEST NOT PROVIDED FOR:** -If any test is ordered by the Architect / Consultant which is either If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect / Consultant to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

**55. COST FOR WATER / ELECTRICITY:** Water and Electricity for the work will be supplied at specified location in the premises by the bank free of cost.

**APPENDIX –I**

<b>Sno</b>	<b>Description</b>	
1	Name of Work	<b>Proposed Car Parking Shed for Bank's Residential Quarters at Cent Pearl Apartment, CBD Belapur, Navi Mumbai., Navi Mumbai 400614</b>
2	Defect liability period	12 (Twelve) months & Guarantee of 10 years.
3	Date of commencement	7 <sup>th</sup> day from issue of order or handing over site, whichever is later.
4	Date / Time of Completion	<b>60 days</b>
5	Liquidated damages	1% of the accepted contract sum per week subject to a maximum of 5% of the accepted contract value.
6	Earnest Money	<b>₹30,000/-</b> in the form of Demand Draft.
7	Initial security deposit	2% of the accepted contract sum including EMD, to be deposited within 14 days of Date of acceptance of tender.
8	Retention Percentage	08% of the value of work done.
9	Installment after completion Certificate	50% of the total retention amount.
10	Minimum value of work for Interim Certificate	<b>₹ 7,00,000/- (Rupees Seven Lacs Only)</b>
11	Period of Honoring Interim Bills	2 weeks from date of receipt of Bill
12	Period of Honoring Final Bill	1 Months on the receipt of bill from the Contractor.

**NOTE:** Clauses (CI) refer to General Conditions of Contract.



## **GENERAL SPECIFICATIONS FOR MATERIALS**

### **01. QUALITY**

All materials for incorporation into the works shall be of the best quality of their respective kinds as specified herein and shall be obtained from sources and suppliers approved by the Employer/Engineer and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down in this Specification, with the requirements of the latest edition of the relevant Indian Standards approved by the Engineer.

### **02. INSPECTION AND TESTING**

All materials before being incorporated into the Works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples for all tests required by this Specification or approved Standards shall be deemed to be included in the Contract rates. No materials shall be used in the works unless they have first been approved by the Engineer or his Representative.

### **03. SAMPLES**

Samples of all materials proposed to be used or incorporated in the works and to be supplied by the Contractor may be called for at any time by the Engineer or his Representative.

### **04. INDEPENDENT TESTS**

Independent tests and analysis of any of the materials may be made from time to time by a Testing House or Analyst appointed by the Engineer/Employer in order to check the supplier's works tests and analysis. The Contractor shall at his own expenses supply and deliver to a Testing House or Analyst such materials as may be directed by the Engineer. Should the result of any test be unsatisfactory to the Engineer or his Representative, the materials represented will be rejected.

## **LIST OF RELEVANT IS-CODES FOR REINFORCED CEMENT CONCRETE AND ALLIED WORKS**

The specifications for Reinforced Cement Concrete and Allied works are based on the following standards/ IS codes and forms the part of the specifications. All shall be the latest editions including all applicable revisions and additional publications. In case of discrepancy between this specification shall govern.

IS: 269 - Specification for ordinary, rapid - hardening and low heat Port land cement.

IS: 1489 - Specification for Portal and-pozzolana cement.

IS: 4031 - Methods of physical tests for hydraulic cement.

IS: 650 - Specification for standard sand for testing of cement.

IS: 383 - Specification for coarse and fine aggregates from natural sources for concrete.

IS: 2386 - Methods of tests for aggregates for concrete.

IS: 516 - Method of test for strength of concrete.

IS: 1199 - Method of sampling and analysis of concrete.

IS: 3025 - Methods of sampling and test (physical and chemical ) for water used in industry.

IS: 432 - Specification for mild steel and medium tensile(I & II) steel bars and hard drawn steel wires for concrete reinforcement.

IS: 1139 - Specification for hot rolled mild steel and medium tensile steel deformed bars for concrete reinforcement.

IS: 1786 - Specification for cold twisted steel bars for concrete reinforcement.

IS: 4990 - Specification for plywood for concrete shuttering work.

IS: 2645 - Specification for integral cement waterproofing compounds.

IS: 4461 - Cold worked steel bars for the reinforcement of concrete.

IS: 456 - Code of practice for plain and reinforced concrete.

IS: 3395 - Code of practice for composite construction.

IS: 2751 - Code of practice for welding of mild steel bars used for reinforced concrete construction.

IS: 2502 - Code of practice for bending and fixing of bars for concrete reinforcement.

IS: 2571 - Code of practice for laying in-setu cement concrete flooring.

IS: 3414 - Code of practice for design and installation of joints in buildings.

IS: 3358 - Code of practice for use of immersion vibrations for consolidating concrete.

IS: 4014 - Code of practice for steel tubular scaffolding.

IS: 1791 - Specification for batch type concrete mixers.

IS: 1200 - Method of measurement of building works.

IS: 3385 - Code of practice for measurement of civil engineering works

IS:800 – Code of practice for Structural Steel

IS: 875 – Code of practice for wind/load

IS:456: Code of practice for concrete

In the event that state or other government bodies have requirements more stringent than those set forth herein such requirements shall be considered to be part of this specification and shall supersede this specification where applicable.

**SPECIFICATION FOR REPAIRING CONCRETE WORK WITH  
POLYMER MODIFIED CEMENT MORTAR**

**GENERAL:-**

The polymer modified cement mortar shall be prepared at site adding 43/53 grade cement, polymer and Well graded Quartz sand/ Screened River Sand Confirming to I.S. 383 Zone II as directed by the Consultants.

**2.0 QUALITY ASSURANCE:**

2.1 Labelling -contractor shall clearly mark all containers with following information:-

- a)Name of Manufacturer
- b)Manufacturer's product identification

2.2 Application control- Contractor shall submit mixing application procedures for approval prior to use.

**3. PRODUCT DELIVERY, STORAGE AND HANDLING:**

3.1 Delivery of Materials- Contractor shall deliver all materials in containers with label legible and intact.

3.2 Storage of Materials- Contractor shall arrange to store all materials at temperatures recommended by manufacturer.

3.3 Handling of Materials- All materials shall be handled in a safe manner and in a way to avoid breaking containers.

**4. PROJECT CONDITIONS:**

4.1 Environmental Requirements- Contractor shall comply with manufacturer's recommendations as to environmental conditions. under which the latex compound may be applied.

**5. PRODUCTS:**

5.1 Polymer modified cement mortar shall be prepared using approved brand of product (Polyalk EP).

Cement - The cement used shall be 53 grade portland cement conforming to IS 8112.

Sand - The sand shall be sharp, washed, well graded and free from excessive fines. Generally Quartz sand of appropriate gradation or/and River sand falling in Zone II grading of IS 383 shall be used.

5.4 Water - Water used for mixing and curing shall be clean and free from injurious amounts of oils, acids, alkalis, salts, sugar, organic materials or other that may be deleterious to concrete or steel. Following concentrations shall be treated as maximum permissible values.

a. To neutralize 200ml. sample of water, using phenolphthalein as an indicator, it should not require more than 2 ml. of 0.1 normal NaOH. The details of test shall be as given in IS-3025.

b. To neutralize 200 ml. sample of water, using methyl orange as an indicator should not require more than 10 ml. of 0.1 normal HCl. The details of test shall be as given in IS:3025.

Permissible limits for solids when tested in accordance with IS-3025 shall not exceed the following:

Type of Solids	Permissible limit, max.
Organic	200 mg/I
Inorganic	3,000 mg/I
Sulphates (as SO <sub>4</sub> )	500 mg/I
Chlorides (as Cl)	1,000 mg/I
Suspended matter	2,000 mg/l

d. The pH value of water shall be not less than 6.

5.5 Reinforcement - The reinforcement shall conform to the following:

- a. All mild steel and medium tensile steel bars shall conform to IS -432.
- b. All hot rolled deformed bars shall conform to IS-1139
- c. All cold twisted bars shall conform to IS-1786.

All reinforcement shall be free from loose mill scales, loose rust and coats of paints, oil, mud or other coatings.

## 6. EXECUTION

Preparation - All substrate's shall be clean and free of dust, plaster, oil paint, grease, corrosion deposits and any other deleterious substances. Excess laitance shall be removed by mechanical means. All surfaces so treated shall be thoroughly washed with clean water.

Any steel in repair area shall be exposed and cleaned to remove all loose scales and corrosion deposits and then coated with one coat of approved Rust Passivator and two coats of polymer modified cement slurry as rust preventor.

Additional steel, wherever required, in the form of R/F bars or welded wire mesh be properly secured to substrate.

6.2 Priming - Immediately before priming the concrete substrate shall be thoroughly dampened with water with any excess being brushed off. Bonding slurry shall be prepared and applied into the substrata. Care should be taken to avoid puddling of emulsion. The repair mortar shall be applied while the primer is still tacky. Slurry proportion shall be as per description in Bill of quantity/ as directed.

Mix Design-

a)For P.M.M. (Polymer 20% by weight of Cement ) i.e. (1:5:15)

Cement :50 kgs.

Quartz Sand/Zone 2 River sand : 150 kgs.

Latex Emulsion :10 Kgs.

Water: Add sufficient to give required consistency

b)For P.M.M. (Polymer 5% by weight of Cement ) i.e. (1:20:60)

Cement :50 kgs.

Quartz Sand/Zone 2 River sand : 150 kgs.

Latex Emulsion : 2.5 Kgs.

Water: Add sufficient to give required consistency

6.4 Application - Surfaces shall be thoroughly prepared as previously recommended.

All sharp edges shall be rounded off. All surfaces shall be primed including edges using approved polymer modified cementitious slurry in required proportions.

All applications shall be wet on wet. The primer shall not be allowed to dry. Water contents shall be kept to minimum necessary. All aggregates shall be clean and dry. All mortars shall be thoroughly cured for one day, and shall not be retempered after initial set. Under no circumstances the thickness of P.M.M. in a specific layer should exceed then that recommended by the manufacturer. In case larger thickness of P.M.M. are required to be applied than, adequate bond coat in between 2 layers of specific thickness shall be applied as per the manufacturer's specifications and consultants instructions.

CLEANING:

All tools shall be washed with clean water immediately after use.

## **SPECIFICATION FOR BRICK MASONRY WORK**

### **1.0 MATERIALS:**

a) Bricks shall conform to the relevant Indian Standards. They shall be sound, hard, homogeneous in texture, well burnt, table moulded, deep red, cherry or copper colored, of regular shape and size and shall have sharp and square edges and parallel faces. They shall not absorb water more than 1/6th of their weight when soaked in water for more than 24 hours. Bricks shall have a minimum crushing strength of 50 kg/Sq cm unless otherwise noted in the drawings. The classes and quality of bricks shall be as laid down in IS: 3102 and their sizes as per IS: 1077. If demanded, brick samples may be got tested as per IS: 3495.

b) Mortar for brick masonry shall be prepared as per IS: 2250. The sand shall be free from clay, shale, loam, alkali and organic matter. If required the sand shall be washed till it is free of any contamination. The mortar once prepared shall be used within 45 minutes of mixing. Mortar left unused in the specified period shall be rejected.

c) All bricks shall be thoroughly soaked in clean water for at least one hour immediately before being laid. Brick work 230 mm and over shall be laid in English Bond unless otherwise specified. 115 mm brick work shall be laid with R.C.C. Patlis/stretchers as instructed by the Consultant. Brick shall be laid with frogs uppermost. All brickwork shall be plumb, square and true to dimension shown, vertical joints in alternate courses shall come directly one over the other and be in line. Horizontal courses shall be levelled. Cement, sand and water shall be as described in "Specification for Reinforced Cement Concrete".

### **2. WORKMANSHIP:**

The whole of the brickwork shall be built in plumb and in such bond as the Consultant may direct, and shall be carried out in a thoroughly workmanlike manner and to the entire satisfaction of the Consultant. Brick on edge layers shall be provided where directed.

A good bond shall be preserved throughout the work both laterally and transversely. Each course shall be kept perfectly horizontal and in plumb. The bricks shall be laid with the frogs facing upwards. The vertical joints shall break joint with course below and above and under in alternate course to prevent the necessity of bats. The joints shall not exceed 10 mm in thickness and shall be full of mortar, close, well finished and neatly struck. The work shall be kept wet while in progress to the entire satisfaction of the Consultant till the mortar is properly set. On Sundays and other holidays when the work is stopped the top of all unfinished masonry shall be kept flooded with water and labourers shall be employed for the purpose. The Consultant shall be at liberty to water the work at the contractor's expenses should the contractor fail to do so to the Consultant's satisfaction.

As a rule the whole of the masonry work shall be carried out at one uniform level throughout but where breaks are unavoidable, the joint shall be made in good long steps so as to prevent cracks arising between the new and old work. All junctions of walls shall be formed at the time the walls are being built and cross walls shall be carefully bonded into a depth of at least 20mm before the mortar has set.

## **GENERAL SPECIFICATIONS FOR PLASTERING WORKS**

### **(A) SPECIFICATION FOR SAND FACED PLASTER.**

#### **1. MATERIALS:**

Cement, sand, water and admixture shall comply with the respective provisions a mentioned in IS : 8112, IS : 383,IS: 456 & IS: 9103.

#### **2. MIX PROPORTIONS:**

The water cement ratio shall be within the range of 0.4 to 0.5. The proportion of cement and sand shall be in the required as specified.

#### **3. SURFACE PREPARATION**

The joints shall be raked out properly and dust and loose mortar shall be brushed out. Efflorescence, if any shall be removed by brushing out and scrapping. The surface shall then be thoroughly washed with water, cleaned and kept wet before plastering is commenced.

#### **4.0 GENERAL**

All corners, angles, arises and junctions shall be truly vertical and horizontal as the case may be and shall be carefully finished. Rounding or chamfering corners, arises angles etc. Where required shall be done without any extra cost. Such rounding or chamfering shall be carried out with proper templates to the size required.

In suspending work at the end of the day, the plaster shall be left, cut clean to line both horizontally aid vertically, when recommencing the plaster, the edge of the old work shall be scraped, cleaned aid wetted with water before plaster is applied to the adjacent area. Plastering work shall be closed at the end of the day on the body of the wall and not nearer than 150mm to any corners or arises. It shall not be closed on the body of features like bands, cornices etc. and nor at the corners. Horizontal joints in plaster work shall not also occur on parapet top and copings. The joint of first and second coat of plaster should not fall at the same location.

The thickness of the plaster specified shall be measured exclusive of the thickness of tie key i.e grooves, or open joints in the masonry. The average thickness of plaster shall not be less than the specified thickness. The minimum thickness over any portion of the surface shall not be less than specified thickness by wore than 3mm. As this being a repair project, at some places plaster may have to be done in 3 coats due to more thickness but nothing extra shall be paid for that.

The curing shall be started as soon as the plaster has hardened sufficiently not to be damaged when watered. The plaster shall be kept wet for a period of at least 7 days. During this period, it shall be suitably protected from all damages at the contractor's expenses by such means as the Engineer may approve. The dates on which plastering is done shall be legibly marked on the various sections plastered to help watching of curing period.

For plastering work, double scaffolding having two sets of vertical supports shall be provided so that scaffolding is independent of walls. The contractor shall be responsible for providing and maintaining sufficiently strong scaffolding so as to withstand all loads likely to come upon it.

## 5. APPLICATION OF PLASTER

Plaster shall be applied in two coats namely, 12mm under coat and 8mm finishing coat. Ceiling plaster shall be preferably completed before commencement of wall plaster. Plastering shall be started from top and work down towards floor. All holes in masonry shall be properly filled in advance of plastering.

### 5.1 12MM THICK UNDERCOAT

Before starting the actual plastering dhadas of 12mm thick and 150 x 150mm shall be applied horizontally and vertically, at not more than 2m intervals over entire surface to serve as gauges. The plaster shall be applied in a uniform surface slightly more than 12mm thick and then brought to a true surface, by working a wooden straight edge reaching across the gauges, with small upwards and sideways movements at a time. The surface shall be left rough and furrowed 2mm deep with scratching tool diagonally both ways, to form key for finishing coat. The surface shall be kept wet till finishing coat is applied.

#### Cement Mortar

Mortar for undercoat shall be one cement + four sand (1:4) by volume.

### 5.2 8MM FINISHING COAT

The finishing coat shall be applied after the undercoat has sufficiently set but not dried and in any case within 48 hours. Sand to be used for second coat shall be sieved. Sand passing through 3mm sieve shall be taken for the second coat. The sand shall be of uniform in size so that when sieved through a sieve of 50 mesh not more than 10% shall pass through. The second coat shall be struck uniformly over the first coat and firmly pressed and levelled using a batten. The surface then shall be firmly trowelled and sponge floated to remove excess moisture and bring the sand to the surface. The surface thus prepared shall be uniformly roughened for texture, by running a fine wire brush lightly over the surface if necessary.

#### Cement Mortar

Mortar to be used for this coat shall be 1 cement + 3 sand by volume.

The surface of plaster shall be kept wet for at least 7 days and shall be protected from sun.



## **(B) LOOSE POCKET REPAIRS (PATCH WORK REPLASTERING)**

Before starting loose pocket repairs in plaster, the same must be assessed carefully jointly with the representative of consultants and the area must be clearly marked in proper shape of either square or rectangular. The area thus marked shall be carefully removed by first cutting the edges with sawcutter and subsequently removing the loose damaged plaster by chisel and hammer.

After removing the loose plaster the exposed surface must be cleaned with running water. A liberal bond coat must be applied on the edges before starting the sand faced plaster work in two coats. as mentioned above. The bond coat must be applied on the edges while doing 2nd coat of plaster also.

### **(C) 15mm NEERU PLASTER**

This plaster shall be applied in two coats namely, first undercoat of 12mm and second finishing coat of 3mm.

#### **a. 12MM UNDERCOAT**

Surface preparation and application curing shall be same as that for the undercoat of sand faced plaster and the cement mortar shall be one of cement + four of sand (1:4) by volume.

#### **b. 3MM FINISHING COAT**

This coat shall consist of neat chunam paste (Neeru). Finely chopped jute shall be added to this paste at the rate of 4 kg per cum. of paste. The second coat shall be applied immediately after the first coat has obtained the initial set (about 4 hours). The second coat shall be well trowelled into the first coat. Trowel marks shall be removed and the surface made plain, even and level. The surface then shall be cured for 7 days. The curing shall commence after an initial period for which the surface is allowed to shed its excess moisture.

### **(D)12MM CEILING PLASTER**

Surface preparation, application and curing shall be as outlined for Neeru plaster except that undercoat shall be of 9mm thick and finishing coat of 3mm.

## **MODE OF MEASUREMENT**

1.0 Measurement for plastering shall be based on sqft. of plastered area.

2.0 The rate for plastering shall include the cost of providing drip molds, bands scaffolding, swing etc. needed for the work with material and labour all complete.

3.0 Neither deduction shall be made for opening or ends of beams, post, steps etc. nor addition shall be made for jambs, soffits, sills up to 0.5sqm. In area.

For opening area between 0.5 sqm and 3.0sqm. each, deduction shall be made at 50% of the opening area and no payment shall be made for jambs, soffits and sills.

For openings of area more than 3.0sqm, deduction shall be made for full area of openings and area of jambs, soffits and sills shall be measured. In measuring jambs, soffits and sills deductions shall not be made for the area in contact with the frame of doors, windows etc.

## **SPECIFICATION FOR CEMENTICIOUS GROUT**

### **1. MATERIALS:**

1.1 Cement - 43 grade Portland Cement conforming to IS:8112.

1.2 Water - Water used for grout shall conform to the requirements of IS:456.

1.3 Additive - CONBEX-100 manufactured by FOSROC or equivalent.

### **2. PREPARATIONS:**

Suitable holes shall be drilled in concrete surfaces and 12mm dia.. grouting nipples shall be inserted at 100mm c/c and 30 to 40mm deep. In case of cracks, the nipples shall be inserted along crack lines, after making "V" grooves by means of suitable chisels. The grooves shall be made dust free by thorough washing and drying. The distance between injection nipples along crack lines shall be sealed with epoxy putty. The grout holes shall be flushed with water prior to application of grout to prewet the structure. However, the substrate so wetted shall just be moist and there shall not be standing or free water present.

### **3. MIXING OF GROUT & INJECTING:**

The grout shall be mixed in following proportions.

Cement            50 kg.

CONBEX 100 225 gms.

Conbex-100 additive shall be premixed with dry cement which shall be then gradually added to the water and mixed for 3-5 minutes until thorough dispersion is achieved.

After mixing all grout shall be passed through a 5mm sieve to remove lumps. The grout shall be pumped using 2-3 kg/cm<sup>2</sup> pressure, in a continuous fashion. All nipples shall be cut flush and sealed after the grout has hardened.

### **4. PRECAUTIONS:**

All eye contaminations shall be avoided. In case of eye contaminations, the eyes shall be thoroughly washed immediately with plenty of water and medical advice shall sought.

## **SPECIFICATION FOR WATERPROOFING WITH POLYMER MODIFIED CEMENT SLURRY**

### **GENERAL:**

The polymer modified cement slurry shall be prepared at site adding 43 grade cement and polymer latex.

### **2. QUALITY ASSURANCE:**

2.1 Labelling - Contractor shall clearly mark all containers with following information:-

- a) Name of Manufacturer
- b) Manufacturer's Product identification

2.2 Application Control - Contractor shall submit mixing application procedures for approval prior to use.

### **PRODUCT DELIVERY STORAGE AND HANDLING -**

Delivery of Materials - Contractor shall deliver all materials in containers with labels legible and intact.

Storage of materials - Contractor shall arrange to store all materials at temperatures recommended by manufacturer.

Handling of materials - All materials shall be handled in a safe manner and in a way to avoid breaking containers.

### **PROJECT CONDITIONS**

Environmental Requirements - Contractor shall comply with manufacturer's recommendations as to environmental conditions under which the polymer latex compound may be applied.

### **5. PRODUCTS:**

5.1 Cement - The cement used shall be 43 grade portland cement conforming to IS:8112.

5.2 Polymer Latex : Polymer modified cement slurry shall be prepared using approved brand (Polyalk WP) of Polymer Latex.

### **6. EXECUTION:**

6.1 Preparation : All substrate shall be clean and free of dust, plaster, oil, paint, grease, corrosion deposits and any other deleterious substances. All surfaces so treated shall be thoroughly washed with clean water. Cracks other than hair line ones shall be widened, freed from loose particles and then filled with polymer mortar as directed. The surface shall be moistened about half an hour before application of slurry. A slurry consisting of one part by weight of approved polymer emulsion and 1.5 parts by weight of cement shall be prepared to a lump free consistency. The slurry shall be brush applied to the damp surface taking care to prepare as much slurry as can be utilised within 30 minutes. After the first coat has dried, a second coat shall be applied at right angles to first one. After allowing for 24 hours, the top coat shall be wet cured for 3 days. In case of 3 coats, the third coat shall be applied after 2nd coat has dried. The third coat shall be wet cured after 24 hours of application for 3 days.

7. CLEANING:

7.1 All tools shall be washed with clean water immediately after use. Recommended Polymer Latex Products Polyalk WP by Sunanda Speciality Coatings Pvt. Ltd.

**SPECIFICATION FOR BRICK BAT COBA WATER PROOFING TREATMENT**

1. MATERIALS:

1.1 Cement, sand and water used shall be in conformity with the specifications for repairing concrete with polymer modified cement mortar mentioned else where in the tender.

1.2 Brick bats shall be prepared out of whole, sound, well burnt bricks free from cracks and impurities to the entire satisfaction of the Consultant.

2.0 GENERAL

Waterproofing treatment shall be as specified in the schedule of items over, chajjas , Canopies with or without cutouts, openings, inverted beams, ducts, vents, pipelines etc. All proprietary material shall be laid to manufacturer's specifications and proportions but in no case less than the specifications and proportions as detailed in the following paragraphs.

Removal of existing waterproofing treatment

All existing waterproofing layers will be removed by the contractor using a well sharpened chisel and hammer. The hammer shall be used in the manner and directions of the consultant. In no case the hammer shall be impacted directly over the slab. Chisel is to be used only in slanting manner so as to ensure that the chisel does penetrate the RCC Slab below. Any damages to the slab due to such non compliance/negligence on the contractors part shall be made good using proper shuttering, steel ,polymer and concrete as per the consultants direction at no extra cost.

It shall be allowed to cure for 7 days before further work is undertaken.

Surface Preparation

The RCC and other surface should be cleaned off all foreign materials such as loose mortars, concrete, local humps, bare metal pieces and other unwanted materials. The surface to be treated shall be hacked with tacha to remove loose mortar scaling and roughened. The surface should be rubbed vigorously to remove all dust with the help of wire brush/brooms. The surface should be cleaned to have proper bond with the waterproofing treatment to be laid.

The surface thus prepared shall then be washed with clean potable water before laying the waterproofing treatment. The construction joints, cracks, honey combing, if any, should be located and should be treated with waterproofing compound, injection, grouting etc. to seal off the cracks, air holes, honey combing, etc. to the entire satisfaction of the Engineer or his authorized representative. The terrace is then subjected to terrace method of waterproofing treatment as per manufacturer's specifications.

3. Workmanship:

3.1 Surface over which brick bats is to be laid, shall be thoroughly cleaned with water. 25mm thick layer of cement mortar 1:4 with approved waterproofing compound at 1 kg/bag as base material shall first be laid. Over this base material brick bats of required sizes shall be

laid to proper levels and slope not flatter than 1:100, partly embedded and the interstices shall be filled with cement mortar 1 :4 with waterproofing compound at 1kg/ bag. The brick bat coba so laid should be allowed to set for at least for 3 to 7 days as instructed by the consultant and kept under water. Any seepage/dampness noticed on the underside of ceilings should be treated again as described above.

The finishing layer shall be finished with 20mm thick cement plaster layer in cement mortar 1:3 with waterproofing compound at 1kg/bag to the desired slope and level. The layer so laid should be jointless and trowelled vigorously till it becomes hard. Suitable parabolic wattas at the junction of wall and floors upto a ht. of 300mm or as directed shall be provided. The top layer of waterproofing treatment shall finished 'with false marking if required.

3.2 Curing : Wet curing shall be done at two stages. Once for 3 days when brick bats are embedded in base mortar and second time for 7 days after interstices are filled up and top layer of cement mortar is applied. Any defects noticed during such times shall be attended to immediately to the entire satisfaction of the Consultant.

4. Cleaning:

All tools shall be cleaned immediately after use cleaned with clean water.

5. Guarantee:

The Contractor shall issue to the client a performance guarantee certificate for 5 years period in the format suggested by the consultant for water tightness of the treatment from the date of completion.

## **Specifications for repairing concrete with cement mortar/concrete trowelling**

### **1. Materials**

#### **1.1 Cement:**

The cement used shall be ordinary Portland Cement confirming to IS:269.

#### **1.2 Aggregates:**

1.2.1 Sand for mortar shall comply with the requirements given in IS:383 and graded evenly from fine to coarse as per zone II and zone III grading of IS: 383

Sand failing to satisfy these gradings may, however be used if permitted by engineer.

1.2.2 Coarse aggregate when used shall comply with the requirements of IS:383. It shall generally confirm to following grading.

#### ***GRADING OF COARSE AGGREGATE***

IS Sieve mm	Percentage Passing by Mass
12.5	100
10	85-100
4.75	10-30
2.36	0-10
1.18	0-5

All oversize pieces shall be rejected by screening.

1.2.3 Gradation of combined coarse and fine aggregate mixture where used for repair work shall be generally between following limits.

IS Sieve mm	Percentage Passing by Weight
12.5	100
10	95-100
4.75	72-85
2.36	52-73
1.18	36-55
600 microns	28-38
300 microns	7-20
150 microns	0-8

#### **1.3 Water:**

Water used for cement mortar/ concrete trowelling shall conform to the requirements of IS:456.

#### **1.4 Admixture:**

Admixtures may be used by the contractor with the approval of engineer. The Admixture shall conform to IS: 9103.

### Mix design

The mortar/concrete mix required shall be developed by laboratory tests and field trials. The laboratory trial mixes shall contain the same ingredients and raw materials that are earmarked for use on the job. The water cement ratio for mortar/ concrete shall be within the range of 0.4 to 0.5 by mass, minimum cement content shall be 400kg /cu.m of mix and 28 days target strength shall be so designed so as to obtain a 28 days characteristic strength of 25N/mm<sup>2</sup> during actual work.

### 3. Application of mortar/concrete

#### 3.1 Preparation of surface:

A good base or foundation shall be prepared for successful application of mortar/ concrete.

3.1.1 All unsound / weak concrete material shall first removed by the contractor upto the required depth as directed by engineer. Chipping shall continue until there are no offsets in the cavity which will cause an abrupt change in the thickness of repaired surface. No square shoulders shall be at the perimeter of the cavity, all edges shall tapered. The final cube surface shall be critically examined to make sure that it is sound and properly shaped.

3.1.2 After it has been ensured that the surface which mortar/ concrete is to be bonded, is sound, it shall be cleaned off all loose and foreign material by means of sand blasting or stiff wire brushing as instructed by engineer. All dust and loose particles resulting from such pre-treatments shall be removed by oil free air blast.

#### 3.2 Bonding slurry and application:

The contractor shall wet down the surfaces ensuring that they are saturated but free of surface water. A bonding slurry shall be prepared by mixing thoroughly 2 parts of cement to 1 part of water to a lump-free consistency.

#### 3.3 Application of cement mortar / concrete:

Cement shall be properly mixed with the aggregates and water.

The mixing shall be carried out in efficient concrete mixer. However, the engineer may allow hand mixing in case total weight of mix per batch is less than 50 kgs. In case of hand mixing 10% additional cement shall be mixed by the contractor.

The mixer shall be charged with the required quantity of coarse aggregate (where used), fine aggregates, cement and premixing shall be carried out for approximately half a minute. Required quantity of water shall then be added and further mixing shall be carried out for 1 to 1-1/2 minutes to obtain working consistency. Care shall be taken to avoid excessive water.

Rendering cement mortar/ concrete shall be done after applying bonding polymer to the prepared surface while the bonding coat is still tacky. After application of mortar/ concrete the surface shall be closed using a wooden float and steel trowel giving it a smooth finish.

### 3.4 Curing

Cement mortar/ concrete trowelled surfaces shall be kept continuously wet for at least 7 days.

### 3.5 Inspection and quality control

The mortar/ concrete application work shall be continuously inspected by a qualified supervisor who shall check materials, application of mortar/ concrete, stoppage of work during low and high temperatures (working temperature range being 10<sup>0</sup>C to 38<sup>0</sup>C) and high winds etc. Each completed work of cement mortar/ concrete shall be systematically sounded with a hammer to check for drummy areas after hardening.

In all suspect areas, the contractor at the instruction of engineer dismantle the work and re do the same after repreparing the surfaces by chipping off mortar/ concrete work and abrading the bonding slurry interface.

In addition mortar / concrete cubes prepared by filling 15cm cube moulds shall also be used for day to day quality control tests. The frequency of testing shall be as per IS:456. The mortar/ concrete shall be deemed to comply with the strength requirements if the test results satisfy the acceptance criteria as per IS:456.



## **GENERAL SPECIFICATIONS FOR WATER SUPPLY, DRAINAGE & SANITARY FITTINGS**

### **GENERAL**

All pipes and sanitary fixtures and fittings shall be of good quality, free from blisters, cracks, crazings and such defects. They shall be required sizes and conforming to relevant I.S. codes. Measurement shall be taken in as laid condition and the rates shall be inclusive of all fittings, junctions, bends, Y's T's, caulking where required, bolts, threading, labour, tools, complete.

All pipes, fittings and appliances shall be thoroughly cleaned before fixing and care should be taken to see that no extraneous material gets into them during fixing. All items required for ensuring leak proof joining and efficient functioning of the pipe and appliances shall be carried out without extra claims. All these works shall be carried out by an experienced and/or licensed plumber to the entire satisfaction of local laws and the Engineer. All cement joints shall be cured for seven days. All holes made in walls shall be made good with no extra claims.

The pipes before being laid shall be thoroughly cleaned specially the inside of pipes if required. Socket ends of pipes shall always face upstream of effluent flow. The drains shall run in perfect straight lines between manholes. The trenches shall not be filled in until the joints have been tested and alignment of drains and connections into and from the manhole and their positions have been examined and certified by the Engineer, if required. The whole of sanitary work comprising provision of drainage and water supply arrangements including sanitary at water fittings and fixtures complete in all respects shall be carried out in accordance with the rules and regulations of the local authority through the agency of a licensed plumber. If required, the Contractor shall have to get all materials brought on site for incorporation in the work, approved by the local authority at his own expense. Wherever practicable all the main drains shall be commenced at the point of the outfall, the necessary junctions for the branch drains to be inserted as the work proceeds until the mains are completed. The branch drains shall then be commenced at the point of the junction with the main drain. The whole of the drain pipe shall be accurately laid and butted closely together at the joints, where stoneware concrete drains are laid. Special care shall be taken that cement etc. is neatly out of the pipes by drawing a closely fitted wad through them as the work proceeds.

#### **a)G. I. Pipes :**

##### **Materials**

The galvanized iron pipes shall be of the type and diameter specified and comply with IS: 1239, 1973. Unless otherwise specified heavy type (C Class) galvanized iron pipes shall be used. Fine hemp, linseed oil, clamps, screws and galvanized iron fittings shall be covered in the rates.

The pipes shall be secured clear of the wall surface by means of MS. holder bats. All control valves, bib cocks, stop cocks, ball valves shall be of the best approved quality procurable of heavy cast drawn brass.

### Laying and Fixing.

Where pipes have to be cut or re threaded, ends shall be carefully filed out so that no obstruction to bore is offered. In joining the pipes, the inside of the socket and the screwed ends of the pipe shall be rubbed over with white zinc and few turns of hemp yarn wrapped round the screwed end of the pipe which shall then be screwed home in the socket with a pipe wrench. Care must be taken that all pipes and fittings are kept at all times free from dust and dirt during fixing.

### Internal Work:

For internal work, G.I. pipes and fittings out side the walls shall be fixed by means of standard batten holder (guttis) and clamp keeping the pipe clear off the wall by 15mm. Wherever directed by the Engineer-in-charge chasing of walls shall be done to embed pipes. All pipes and fittings shall be fixed truly vertical and horizontal or as directed by Engineer-in-charge. All embedded water pipes shall be wrapped in bituminous coated tape.

### Testing.

All G.I. pipes and fittings shall be tested to a pressure of 10 kg/ sqcm for 2 hours to ensure that pipes have proper threads and jointing's (which shall be sealed with white zinc and hemp). All leaking joints shall be made leak proof by tightening or redoing at contractors expense.

### b)C. I. Pipes:

The cast iron pipes shall conform to IS : 1536, 1967 IS: 1537, 1960. All fittings shall conform to IS : 1538 - 1969.

The socket shall be inlet end for soil or waste pipes. In vent pipes the socket shall face up. The spigot shall be carefully centered in the socket using laps of spun hemp yarn twisted into ropes of uniform thickness thoroughly soaked in hot coal tar bitumen and dried before use. The hemp rope shall be well caulked into the back of the socket to leave sufficient depth for lead or cement mortar with fillet as the case may be. The exposed pipes shall be coated with one coat of red lead and two coats of good anticorrosive oil paint of approved shade.

### c)A. C. Pipes :

Asbestos cement pipes shall conform to IS: 1626, 1960 for pipes fixed on walls and class I of IS:1592, 1970 for pipes laid under ground. All the fittings shall have cleaning eyes where they are necessary. The pipes shall be fixed on the walls using wall clips or holder bats as specified.

### d)Salt Glazed Pipes :

These shall conform to IS:651, 1971. Jointing shall generally be done as per clause 5.6 of IS:1742, 1972. Spun yarn soaked in cement wash shall be passed round the spigot and then inserted into the socket. After caulking cement mortar 1.1 shall be pressed into the joints and finished at 45 degrees. The pipes shall be laid on an even bed of 1:4:8 cement concrete with perfect gradient.

e) P.V.C. Pipes:

P.V.C. Pipes and fittings shall be of good quality PVC, dimensionally stable and not prone to mechanical damage in handling/transportation. All fittings shall be injection moulded with a minimum thickness of 3.2 mm.

Laying and joining: Outside of the pipes spigot end and inside of sealing groove shall be thoroughly cleaned. Lubricant supplied by the manufacturer shall be applied uniformly to the spigot end and sealing ring and spigot end shall be passed into the socket containing sealing ring until fully home position. The position of the socket edge shall be marked with a pencil or felt pen on the pipe. The pipe shall then be withdrawn from the socket by approx 10mm(for thermal expansion gap) With horizontal runs, the PVC Pipe clips shall be placed at intervals of no more than 10 times the outer diameter of the pipes. Vertical line clips shall be placed at intervals of one to two meters.

f) Inspection Chamber :

These shall be rectangular inside clear 900 x 450 and of required depth. They shall be built in 225mm brickwork and cement mortar 1:4 on 150 thick PCC 1:3:6 bedding. The bedding shall be finished with half round glazed stoneware pipes, bends, etc. Heavy type cast iron manhole frame and cover shall be provided at the top.

g) Nahani Trap

Nahani trap shall be of heavy cast iron as per IS:3989 with 100mm inlet and 80/100mm outlet with CP pressed steel grating. It shall be of self cleaning design. It shall be fixed in cement mortar 1:2 and as directed by the Engineer.

h) Stoneware Gully Trap Chamber

The square mouth gully trap shall conform to IS:651 and of approved make stoneware complete with cast iron grating. The size of the CI frame at cover shall be of 300x300mm.

The size of the chamber shall be 300 x 300 x 675mm (internal). It shall be constructed of brick masonry walls of 115mm thick at M15 concrete foundation. Inside at outside faces of masonry walls shall be plastered with cement mortar 1:3. The top of the chamber shall be provided with C.I. cover at frame.

**RECOMMENDED BRANDS OF PRINCIPAL CONSTRUCTION  
MATERIALS / CHEMICALS TO BE USED**

Unless otherwise approved the following brands of Construction materials/ Chemicals shall be used

<b><u>NAME OF CHEMICAL/ MAKE</u></b>	<b><u>FOSROC</u></b>	<b><u>ROFFE</u></b>	<b><u>SUNANDA</u></b>	<b><u>DR.FIXIT (PIDILITE)</u></b>
RUST REMOVAL	REEBAKLEN RR NITAZINC PRIMER	RUST CLEAR AND RUST CLEAR ZR (ZINCRICH)	RUSTICIDE - SS	DR. FIXIT EPOXY ZINC PRIMER
PASSIVATOR COAT	NITOCOAT AP 35	SUPER CRETE - XL	POLY ALK FIXOPRIME	PAGEL MS O2
BOND COAT	NITOBOND AR STD	SUPER CRETE – XL	POLY ALK -EP	DR. FIXIT PIDICRETE URP/MPB
ACRYLIC BASED POLYMER	NITOBOND AR STD	SUPER CRETE – XL	POLY ALK -EP	DR. FIXIT PIDICRETE URP/MPB
EPOXY RESIN + HARDENER	-----	-----	SUNEPOXY 358	-----
MICRO CONCRETE	RENDROC RGL	ROFFE CRETE REPAIR	POLYCRETE - A	DR. FIXIT MICRO CONCRETE
HACK FREE BONDING	NITOBOND AR STD	PLASTER BOND	HACK AID PLAST	DR. FIXIT CONCRETE SUPERBOND
GROUTING ADMIXTURE	CEBEX 112	-----	SUNPLEX	DR. FIXIT PIDICRETE AM
W/P ADMIXTURE A) PLASTER ADMIXTURE B) TERRACE-W/P C) CHAJJA –IPS	CEBEX 112 AND CONPLAST WL	PLASTER MASTER AND HY PROOF	POLYTANCRE TE-IWL	DR. FIXIT PIDIPROOF LW+ AND DR. FIXIT POWER WATER PROOF
SUPER PLASTICIZER	CONPLAST P211	PLAST 330	SUNPOLICRE TE NGT	DR. FIXIT TONIC
CRACK FILLING WORKS	RENDROC CS	PLASTER COAT	POLYFILL-AR	DR. FIXIT CRACK - X POWDER
WATERPROOF ADMIXTURE (LIQUID)	CONPLAST WL	HY PROOF	POLYTANCRE TE-IWL	DR. FIXIT PIDIPROOF LW+
WATERPROOF- ING COATING (POWDER/ LIQUID)	WP 90	HYTITE	POLYALK WP	DR. FIXIT KRYSTALINE
POLYSULPHIDE SEALANT	NITOSEAL AND DECOFILL	-----	SUNJOINT SEAL	

PRE-MIX POLYMER MODIFIED CEMENT MORTAR	MOLITH OF KRISHNA CON CHEM/ SUNMIX-F_OF SUNANDA/ RENDEROC SP40 OF FOSROC
EPOXY DIP CHEMICAL ANCHORS	FOSROC MAKE/ SIKA/ KRISHNA CONCHEM
STEEL REINFORCEMENT	TATA/ SAIL FE 500 GRADE

**Note:- If alternative materials are to be used it should be only after obtaining prior approval of the Consultant in writing.**

ELASTOMERIC PAINT	ULTIMA PROTEK OF ASIAN PAINT
100% ACRYLIC EMULSION EXTERIOR PAINT	ASIAN
ENAMEL PAINTS	ASIAN / NEROLAC / J & N / ICI
GREY CEMENT	L & T, AMBUJA, BIRLA, ACC.
WHITE CEMENT	BIRLA /J.K.
CAST IRON PIPES	NECO/SIL
G.I. PIPES	TATA MAKE'C' CLASS/ ZENITH 'C' CLASS
PVC/ UPVC DRAIN PIPES/FITTINGS	ASTRAL/ SUPREME / PRINCE
TAPS & VALVES	APPROVAL MAKE WITH ISI MARK.

## TESTING OF MATERIALS

A chart showing the time and quantity scheduled for conducting tests on various building materials is given. Please ensure that tests are carried out according to the above guidelines. Contractor's rate shall include for necessary expenditure for testing including transport of samples of following tests as per IS provisions subject to provisions

No	Material	Test	Test Procedure	Minimum Quantity Consumed	Frequency
1	Sand	a) Silt Content b) Bulking c) Particle size distribution	Field Field Field	20 Cum 20 Cum 40 Cum	20 Cum or part thereof --- Do --- ---Do-----
2	Stone	a) Soft and Deleterious b) Particle size distribution	IS – 2336 Part – II Field	20 Cum.	As required. Every 45 Cum part thereof for RC work. For rest of work as desired.
3	Cement Concrete or RCC	1) Slump 2) Cube Strength	Field Field / Laboratory	10 Cum slab, beams and connected columns	Once a day or as desired. Every 10 Cum
4	Steel	a) Tensile Strength	IS – 1529 laboratory	05 tonnes	Every 05 tonnes or part.
		b) Bend Strength	---- Do ----	---- Do ----	---- Do ----

**Note :** The Contractor will have to take necessary material tests other than above tests as per I.S. code for above material or for other than above materials, if required and as directed by the Owner.

### **SPECIAL CONDITIONS OF CONTRACT**

1. For precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries up to reasonable height shall be provided at site before starting the construction work by contractor
2. The contractor shall make arrangements at his cost for all anti-malaria measures to be provided for the labors employed on the work. The anti-malaria measure shall be provided as directed by the Assistant Director of Public Health. The contractor shall also to pay pest control charges (PCO) to office of the pest control Dept.
3. The construction activity for work of necessary piling shall be carried out by employing modern techniques such as rotary drilling, micro piling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining building by the contractor, if requires.
4. The work shall be carried out on working days, from 9.00 A.M to 6.00 P.M Contractor will be given one hour prior to beginning of work for preparations The work may however be carried out during Day time on Holiday Sunday with prior Permission from the Owner in writing
5. The successful Tenderers shall have to work in co-ordination and co-operation with any other contract agencies appointed by the CENTRAL BANK OF INDIA to work simultaneously in the same or adjoining area. The decision of the CENTRAL BANK OF INDIA in the case of any dispute between the different agencies appointed by the CENTRAL BANK OF INDIA shall be final and binding.
6. Water supply and Electricity arrangement, at work site shall be arranged by the contractor. Water brought to site of work for use in construction works shall be tested by the contractor for construction purpose, from Government approved laboratory at his own expense and it should be confirmed to IS: 456-2000 and IS-800 and any further amendments to it.
7. **Possession prior to completion.**

The Employer / Consultant shall have the right to take possession of or use any completed or partially completed work or part of work. Such possessions or use shall not be deemed to be an acceptance of any work completed in accordance with the contract agreement. For taking such possession the contractor should take necessary action as directed by the Employer / Consultant

- 8 The Contractor will not be allowed to construct any temporary hutments for labour to stay at site. However, if required for above works maximum 5 labourers ( bachelors only ) could be permitted on site with prior permission, necessary photo identity will have to be provided to labour staying on site, if at any given time, identity is not furnished, the labour will have to leave the premises immediately or action will be taken by the bank against the Contractor.

### **PROTECTION OF ENVIRONMENT**

- a. The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- b. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.
- c. Ensure that all lights provided by the contractor shall be screened so as not to interfere with signal light on the railways or with any traffic or signal lights of any local or other authority
- d. Take all reasonable steps to implement the environmental mitigation measures provided for in the “Environmental Management Plan” in accordance with objectives, procedures and other provisions set forth therein and shall not take any action which would prevent or interfere with such implementation.
- e. The guidelines given in Environmental Management Plan prepared for this project specifically shall be followed during construction.  
Salient features of some of the major laws that are applicable are given below:  
The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the Physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.
- f. The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.
- g. The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists



among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

- h.** The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

## INTEGRITY PACT

Between

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

And

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

### Preamble

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

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

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

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

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

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

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

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

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant BNS/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of

competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7)
  - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

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

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

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

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

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

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

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

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

### **Section 9 – Pact Duration**

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

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

**Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail."

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

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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

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

(Office Seal)

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

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.
  - 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.
  - 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
    - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.
    - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
    - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.
  - 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
    - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
    - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
    - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on

satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

### **SAFETY CODE**

#### **Scaffolds :-**

1. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm. and maximum rise of 300 mm. Suitable hand and holds of good quality wood or steel shall be provided and ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (  $\frac{1}{4}$  Horizontal and 1 Vertical).
2. Scaffolding or staging more than 4 m. above the ground floor swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured atleast 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only openings as may be necessary for the delivery of materials, such scaffoldings or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and suitably fenced as described above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 1 m. Wherever there are open excavations in ground they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
5. Safe means of access shall be provided to all working places. Every ladder shall be secured fixed. No portable single ladder shall be over 9 m. in length while the width than 290 mm. for ladder upto and including 3 m. in length. For longer ladder this

width shall be increased atleast 20 mm. for each additional meter of length.

6. A sketch of ladder and scaffolding proposed to be used shall be prepared and approval of Engineer-in-charge obtained prior to starting the work.

**Other Safety Measures :-**

1. All personnel of the Contractor working within the site shall be provided with safety helmets & personnel climbing on scaffolding must be provided with safety belts. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
2. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site of the work shall be so stacked or placed to cause danger or inconvenience to any person or the public.

**Personal Safety Equipments :-**

1. All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the Contractor should take adequate steps to ensure proper use of equipments
  - a) Workers employed on mixing asphaltic materials, cement and lime mortar shall be provided with protective footwear and protective goggles.
  - b) Those engaged in white washing and mixing or stacking of cement bags or any other materials which is injurious to eyes, shall be provided with protective goggles.
  - c) Those engaged in welding work shall be provided with welder's protective eyesight lids.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - e) When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the Public.
  - f) The Contractor shall not employ men below age of 18 years and women on the works of painting with products containing lead in any form. Wherever men above 18 years are employed on the works of lead painting the following precautions should be taken.
  - g) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.



- h) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
  - i) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation work.
2. When the works is done near any Public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

### **Hoisting Machines :-**

1. Use of hoisting machines and tackle including attachments anchorage and supports shall conform to the following standards or conditions :-
  - a) These shall be of good mechanical constructions sound materials and adequate strength and free from patent defect and shall be kept in good repair and good working door.
  - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength.
  - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under age of 21 years shall be in-charge of any hoisting machine including any scaffolding winch or give signals to operation.
  - d) In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be all gear referred to above shall be plainly marked with the safe working load. In case of hoisting a hoisting machine having variable safe working load, each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine for any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - e) In case of departmental machines the safe working load shall be notified by the Engineer. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the Engineer wherever he brings machinery to the site of work and get it verified by the Engineer concerned.
  - f) Motors, gearing, transmission, electric wiring and other dangerous parts of the hoisting appliances should be provided with efficient safeguard hoisting appliances should be provided with such means as will reduced to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised insulating mats wearing apparel, such as gloves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
  - g) All scaffolds, ladders and other safety devices mentioned or described herein shall be

altered or removed while it is in use.

Adequate washing facilities should be provided at or near places of work.

h) These safety provisions should be brought to the notice all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.

i) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangement made by the Contractor shall be open to inspection by the Labour Officer, Engineer of the Department, or their representatives.

Notwithstanding the above Clause (a) to (r), there is nothing in these to exempt the Contractor from the operations of any other Act in force in the Republic of India.

Signature of the Contractor.

**ANNEXURE-‘A’**  
**PARTICULARS OF THE FORM TO BE FURNISHED FOR THE PURPOSE**

**PRE-QUALIFICATION OF CONTRACTORS/FIRMS.**

1	Name of the Contractor/Firm:-	
2	Address, E-mail & Tel./Mobile no.:-	
3	Year of Establishment:-	
4	Status of the firm (Whether Company/Firm/Proprietary):-	
5	Name of Directors/ Partners/Proprietor	i)  ii)
6	Whether registered with the Registrar of Companies/Registrar of Firms. If so, mention number and date.	
7	Name and address of Bankers.	i)  ii)
8	Enclose latest Solvency Certificate from the Bankers.	
9	Whether registered for GST. If so, mention number and date. Furnish also copies of GST Registration	
10	Mention Permanent Account Number (PAN). Furnish copies of Income Tax clearance Certificate.	
11	Furnish copies of audited Balance Sheet and Profit & Loss Account (Audited) for the last three years. CA Certified is must.	
12	Average annual financial turnover of the firm during last three years, ending as on 31.03.25 for construction work:-	
13	If you are registered in the panel of other Organizations/ Statutory Bodies, such as CPWD, PWD. MES, Banks etc., furnish their names, category and date of registration in Proforma- 1.	
14	What are your fields of activities? Mention the fields on preference basis.	i)                      ii)

15	Detailed description and value of works done in last five years as on 31.03.2025. Please attach copies of completion certificate of each work mention in the preformed. (As per Proforma –2 in a separate sheet)	
16	Specify the maximum value of work executed in a year:- Are you aware of rules & regulations regarding execution of similar type of construction work & successfully completed at least one similar type of job in Mumbai. Completion certificate of the work executed should be attached.	
17	If No, the Contractor/Firm is supposed to know all the rules/regulations of Municipal Corporation Greater Mumbai (MCGM)/Heritage Department/PWD or any other related local body. The Contractor/Firm have to establish its office at Mumbai with sufficient technical Staff & infrastructure for proper/satisfactory supervision / completion of work.	
18	Furnish the names with address of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization.	i) ii) iii)
19	Other relevant information (As per Proforma)	
	Note: Where copies are required to be furnished these are to be certified copies preferably by the concerned agencies or a Government Officer	

Place \_\_\_\_\_

Name & Signature with seal

Date \_\_\_\_\_

**Enclosure to Annexure - 'A'**

**PROFORMA – 1**

**Details of Registration**

Sn.	Name of the Organization and address	Category under which registered	Date of Registration and validity	Brief details of works handled for the organization	Remarks
1	2	3	4	5	6

Signature with seal

Note: - Relevant documentary evidence to be enclosed.

**Enclosure to Annexure - 'A'**

**PROFORMA –2**

**PARTICULARS IN RESPECT OF WORK EXECUTED.**

S N	Name of work /Project with Address	Short Description of work Executed	Name & Address of Owner	Value of work Executed in last seven years (more than the value mentioned in prequalificatio n criteria of Completed work only)	Stipulated time of Completion With date of commence- ment	Actual time of Completion with date of completion	Name of Architect/ Consulting Engineer.

Name and Signature with Seal

**Enclosure to Annexure - 'A'**

**PROFORMA-3**

**KEY PERSONNEL PERMANENTLY EMPLOYED.**

SN	Name	Designation	Qualification	Experience	Years with the Firm	Any other information
1						

Name and Signature with Seal

**Enclosure to Annexure - 'A'**

**PROFORMA-4**

**OTHER RELEVANT INFORMATION**

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SL.No. Particulars

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i) WORK FORCE

Permanently Employed	No.	Any other	Years with the firm.
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- a) Masons.
- b) Carpenters.
- c) Mechanics
- d) Electricians
- e) Mate/Helpers
- f) Others.

ii) WORKSHOP FACILITIES.

Location	Land Area	Type of Structure	Type of Facilities.
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a)

b)

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iii) List of major constructional equipment  
in possession of the firm.

iv) List type and quantity of shuttering material in possession of the firm

Name and Signature with Seal



### **FORM OF GURANTEE FOR CAR SHADE WORK**

Name of the Project : **Proposed Car Parking Shed for Bank's Residential Quarters at Cent Pearl Apartment, CBD Belapur, Navi Mumbai., Navi Mumbai 400614**

Free Maintenance Guarantee –**Car Parking Shed**

:

By \_\_\_\_\_

We, ..... Hereby guarantee that the surfaces treated by us for waterproofing in the above works, for M/s..... the Contractor, for the above works, shall remain entirely 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.

### **DECLARATION**

**I / We hereby declare that I / We have read and understood the Terms and Conditions of the contract, Specifications, Drawings, and Schedule of Quantities etc. and hereby agree to abide by them. In token thereof, I / We have signed below and at the end of the Schedule of Quantities, failing which the tender is liable to be rejected.**

**I / We hereby confirm that only the relevant entries asked for, have been made within the Tender documents issued to us. I / We also confirm that in the event of any entry in this Tender document other than the relevant entry or condition shall make this Tender invalid.**

**Date : \_\_\_\_\_**

**SIGNATURE OF TENDERER  
WITH RUBBER STAMP**