

**LIMITED TENDER FOR ENGAGING APPROVED/EMPENAELED CONTRACTORS
UNDER ZONAL OFFICE-BENGALURU FOR AIR CONDITIONING WORK AT
UNION BANK OF INDIA, REGIONAL OFFICE, SECOND FLOOR OF LIC
BUILDING, KUVEMPUNAGAR, HASSAN**

TENDER ISSUED TO: M/S. _____

DATE OF ISSUE : - **19-06-2023 TO 28-06-2023**

TENDER SUBMISSION ON: - **28-06-2023 AT 3.00 P.M.**

TENDER OPENING: - **28-06-2023 AT 3.30 P.M**

COMPLETION PERIOD – Along with Interior



UNION BANK OF INDIA

Regional office

Hassan Main Branch (RO), N.R. Circle, Hassan 573201

Architects

KANAMADI AND ASSOCIATES

#58, First Floor, 11th Cross, Malleswaram, Bangalore -560 003

Ph: 080 23347210, Email: kanamadiassociates@gmail.com

Chapter-I

NOTICE INVITING TENDER

To

SUBJECT: TENDER FOR AIR CONDITIONING WORK AT REGIONAL OFFICE, SECOND FLOOR OF LIC BUILDING, KUVEMPUNAGAR, HASSAN.

1) Sealed, Item Rate, tenders are invited in the prescribed format from interested empaneled contractors for execution of Air Conditioning as per the details mentioned here under:-

Estimated Cost of the Work : Rs.11,28,550.00

Earnest Money Deposit (EMD) :Rs.23000/- by way of Demand Draft drawn in Favor of on Union Bank of India, payable at Hassan. Bidders have to submit "Bid Securing Declaration Form" along with bid. Format of the same is annexed

Application / Tender document Fee : Rs.1,000/-

Liquidated damage for Non-completion: 1.0% of the contract value per week subject to a maximum of 10% of Contract value of work in time

Defect Liability period : 12 months (Twelve Month) from the date of Virtual completion as certified by Architect/employer

Retention amount for 12 months :4% of the total bid amount of successful bidder.

Performance security amount :4% of the total bid amount of successful bidder.

Period of submitting the final bill :07 days from the date of completion.

Period of Completion of work : 30 DAYS

Validity of Tender : 120 days

Date of Issue of Tender : From 19.06.2022 TO 28.06.2023 during office hours

Pre-bid Meeting : 23.06.2023 AT 11.00 AM

Last date of submission of Tender : Up to 3.00 PM on 28.06.2023

Date & Time and Place of opening the Tender :28.06.2023 at 3.30 PM

**Union Bank of India
Hassan Main Branch
N.R. Circle,
Hassan 573201**

GENERAL CONDITIONS

1. Sealed tenders should be addressed to Regional Head, Regional office-Hassan and superscripted NAME OF WORK – AIR CONDITIONING WORK FOR REGIONAL OFFICE, SECOND FLOOR OF LIC BUILDING, KUVEMPUNAGAR, HASSAN should reach the office before 3.00 PM on 28/06/2023
2. No tenders shall be received after 3.00 PM on 28/06/2023 and the tenders shall be opened on the same day at 3:30 PM unless otherwise informed. In case the due day is Banking Holiday, the Tender will be opened on next working day at same time as otherwise scheduled.
3. Any clarification (in writing) whatsoever shall be sought from the Architect, minimum two days before the tender submission date.
4. The tenders shall remain valid for a period of 30 Days from the date of opening of tenders. Bank reserves the right to accept or reject any or all the tenders without assigning any reason to do so.
5. The tenders should quote the rates in figures as well as in words.
6. All erasures and alterations made while filling the tender must be attested by initials of tenderer. Overwriting of the figures in not permitted.
7. The UBI, Regional Office, Hassan , reserves the right to reject any or all the tenders, accept part of any tender or entrust the entire work to any contractor or divide the work to more than one contractor (item wise) without assigning any reason or giving any explanation. The rates quoted by the contractor shall hold good for this bifurcation and no compensation shall be paid on this account.
8. Joint tenders shall not be considered.
9. On receipt of intimation from the Bank, the acceptance of his tender, the tenderer within 3 working days should submit his acceptance of the work order. If the successful tenderer fails to undertake the work, the earnest money deposited by him shall be forfeited and acceptance of his tender may be withdrawn.
10. The rates quoted in the tender shall include all charges of materials, shifting of furniture, scaffolding / ladder, lift up and down, mechanical transportation, loading, unloading, any or special tools and plants, railway freight, labour, taxes etc. It shall also take care for all conditions and fluctuation in the material and labour rates, excise duty, sales tax, trade tax, GST, cartage, octroi and any other taxes or expenditure for carrying out the work.
11. The rates quoted in the tender shall also include for the charges for carrying out various types of laboratory / site tests for different types of materials.
12. The contractor shall arrange water and electricity for completing the work.
13. No escalation in rates shall be allowed under any circumstances.
14. The successful tenderer is bound to carry out entire work within the period stipulated in the Appendix. The tenderer shall have to pay liquidated damages for non-completion of job within stipulated period at the rate of 1% of the contract value for every month of delay up to 6 months and 2% for every month, thereafter.
15. The liquidated damages as mentioned above may not be enforced if the contractor applies for extension of time mentioning the reasons for extension. Extension of time in days shall be granted by the Bank if it is proved that contractor is not at fault for extending the work beyond stipulated date of completion.
16. The successful tenderer is bound to carry out items of work necessary for completion of job even though the same are not included in the schedule of quantity. Rates of extra items shall be derived from the tender. In case the rates do not exist in the tender and extra item is not similar to tender item, then the rates shall be worked out on the prevailing market cost of material and labour, including wastage plus 10% towards tax and Contractor's profit.
17. The Contractor must co-operate with other contractors appointed by the Bank so that entire work shall proceed smoothly with least possible delay and to the satisfaction of the Bank
18. The Contractor shall remove all malba / waste / debris etc. wash and clean the floors regularly at his own cost and hand over the site in proper manner on the completion of work.

19. The tenderer is advised to visit the site and acquaint himself with the site conditions, making his own arrangement for storing of material at site, lift, cartage, etc.
20. The initial security deposit shall be made, @ 3% of the accepted contract value, by the successful tenderer within 7 days of acceptance of his tender through Bank Draft in favor of Union Bank of India Payable at Hassan
21. The successful tenderer shall have to enter in to an agreement with the Bank.
22. The retention money as applicable from the interim payments made to the contractor, and shall be retained for defects liability period (as mentioned in the Appendix) and shall be released after the defects liability period, provided no defects are noticed during the period. This retention money along with initial security deposit would make the security deposit to be deposited by the contractor for 12 months after work completion.
23. The contractor shall attend to all defects noticed during defects liability period. If the contractor fails to attend the defects, these defects shall be rectified by the Bank and the expenditure incurred on this account shall be recovered from security deposit.
24. The contractor shall make adequate arrangement for watch and ward of his material and shall ensure the safety, breakage and any theft of materials fixed or unfixed by him or other sub-contractors.
25. The work executed should be got approved by the Bank and contractor shall rectify any bad workmanship pointed out at any stage and remove from site all the rejected materials immediately.
26. The contractor shall be responsible for application of labour laws, compensation for injury and accident to person, whether employed by him or by his sub-contractor.
27. The contractor shall take necessary precautions for carrying out the work avoiding any damage to structures/decorative parts of the property. The contractor shall rectify any damages done at his cost.
28. The contractor shall ensure that workmen employed by him for execution of work are suitably covered against Workmen's Compensation Act and that all liabilities arising out of Workmen's Compensation Act, ESIS and other legislative enactment application to such works and workmen shall be to the contractor's account. The contractor shall also ensure that he has gone under the cover of all sorts of insurances that are subjected to the said job, before commencing the job.
29. Furnishing, Civil, Water Supply & Sanitary, Air Conditioning and Demolition works shall be carried out as per drawings / specifications and to the entire satisfaction of the Bank
30. The contractor shall give due notice to the Bank to check measurements of any work which is likely to be hidden before covering the same.
31. The contractor shall submit running bills for the value of work done not less than interim payment (as mentioned in the Appendix) mentioning full nomenclatures of items, rates, amount, measurements sheets, reasons for part rates claimed, if any.
32. In case of non-completion or delay in completion of work or removal of defects in time, the bank shall be free to appoint another agency to get the job done at contractor's risk and cost.
33. For fixed as well as loose furniture, rates quoted by the contractor shall be inclusive of all taxes, including sales tax, trade tax, octroi, transportation etc. and no extra amount shall be paid on this account.
34. Income-tax at the rate as applicable from time to time) of the bill amount shall be deducted at source from the contractor's bill and shall be deposited with the I.T.O. as per rules.
35. Bank may delay the progress of work without, in any way, vitiating the contract and grant such extension of time for the commencement / completion of the contract as it may think proper and sufficient in consequence of such delay and the contractor shall not make claim for compensation or damage in relation thereof.
36. The contractor shall not execute any extra item without Bank's permission in writing.
37. The quantities mentioned in the schedule of quantities are approximate. Payment shall be made on actual work done by the contractor. However, the contractor should not deviate the quantity without bank's permission.
38. Conditional tenders quoted by the tenderer are liable to be rejected.

TENDER FOR AIR CONDITIONING WORK, REGIONAL OFFICE-HASSAN

39. The Bank has a right to alter the nature of work and to add or omit any items of work or to have the option of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
40. In case the particular make of material mentioned not available at the time of execution of the work, the alternative make of materials shall be got approved from the Bank before its use.
41. The Bank has right to terminate the contract, if the contractor abandons the work, or fails to commence and complete the work in time, or fails to abide by the contract conditions.
42. Arbitration – In case of any dispute between Bank & contractor, the decision taken by the arbitrator who shall be appointed by the Regional Office Hassan, Union Bank of India, shall be final.
43. The contractor shall have to BUY BACK the dismantled items. The particulars, quantity etc. of the said items shall be provided by the Bank at a later date.
44. The MSEs are provided tender documents free of cost and are exempted from payment of earnest money, subjected to furnishing of relevant valid certificate of MSME registration for claiming exemption.
45. Bank reserves the right to cancel the entire tender process, to amend the terms and conditions in larger interest of the Bank, at any time during the tender process.

(CONTRACTOR)

SUPPLEMENTARY CONDITION

INDEMNITY

On the acceptance of his tender, the contractor will be required to execute an Indemnity Bond with-in 10 days of issue of work order in favor of the Bank against third party claims, civil or criminal complaints, site mishaps and other accidents or disputes, against any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of the contractor, his subcontractors or his employees and agents etc., as per the appropriate Indemnity Bond attached.

It will also be covered by labour laws of the Govt. of India.

Any other conditions suggested by the Bank may be added subsequently.

INDEMNITY BOND

(On Non-Judicial Stamp Paper of Rs. 100/-)

KNOW all men by these presents that I/We _____ do hereby execute Indemnity Bond in favour of the Union Bank of India on this _____ day of _____ 2021/ 2022

WHEREAS Union Bank of India, (address of the office) _____, have appointed _____ as the Contractors for their Proposed Union Bank of India Project at _____.

THIS DEED WITNESS AS FOLLOWS:

I/We _____ hereby do Indemnify and save harmless Union Bank of India, _____ against

1. Any third party claims, civil or criminal complaints/liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us.
2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or my sub contractor's if any, servants or agents.
3. Any claim by an employee of mine/ours or of sub-contractors if any, under the Workmen's Compensation Act and Owners Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workman/employee.

Any act or omission of mine/ours of sub-contractor's if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE _____ has set his/their hand on this day of _____ 20____.

SIGNED AND DELIVERED BY THE _____

(Contractor)

AFORESAID _____

In The Presence of Witness

- 1.
2. NAME AND ADDRESS

TENDER FORM

TENDER FORM

To,

Asst. General Manager & Regional Head
Union Bank of India
Hassan Main Branch, N.R. Circle, Hassan 573201

Email: pnd.rohassan@unionbankofindia.bank

Air Conditioning Works For Regional Office, Hassan

Sir,

1. We have read and examined the following documents as received by us:

- a) Notice Inviting Tender
- b) Instructions to Tenderers
- c) Conditions of Contract.
- d) Supplementary Conditions.
- e) Technical Specifications
- f) Schedule of Quantities.

Further to the above, we have visited and examined the site of the proposed works and have acquired the requisite information relating thereto as affecting the tender invited by Bank.

2. We agree that any other terms or conditions of contract or any general reservation which may be printed on any correspondence emanating from us in connection with this tender or with any contract resulting from this tender shall not be applicable to this tender or to the contract.
3. We have obeyed the rules about confidentiality of tenders and will continue to do so as long as they apply.
4. We are enclosing along with our tender an earnest money of Rs. _____ (Rupees _____ only) favoring Union Bank of India, payable at Hassan (Pay Order No.----- dated ----- drawn on -----). We hereby agree that this sum shall be forfeited by Union Bank of India in the event of our tender being accepted and if we fail to execute the contract when called upon to do so.
5. Subject to and in accordance with paragraphs 2&3 above and the terms and conditions contained or referred to in the documents listed in paragraph 1, we agree and offer to execute all the Works referred to in the said documents upon the terms and conditions contained or referred to therein and

to carry out such deviations as may be ordered to be valued as per the conditions of contract.

6. We undertake to complete and deliver the whole of the works within a period i.e. 15 Days as specified in the contract and further confirm that the time allowed for completion is adequate. Time allowed for completion of entire job or part job assigned shall be reckoned from the fifth day of the date of acceptance of work order. We shall be under the obligation to pay the sum as stated in the contract for every day that the works shall remain incomplete, damages as compensation subject to the conditions of contract relating to extension of time.
7. We agree to deposit 3% of the total contract value as Performance Security Deposit by way of DD/PO in favour of UNION BANK OF INDIA, payable at Hassan. This amount shall be released after virtual completion of work. We further agree for a deduction of 10% from the running bill as retention money till 12 months.
8. The Bank is at liberty to accept or reject any tender, without assigning any reasons whatsoever.
9. The work may be split up in the first instance as per exigencies of the Bank. But it may be split up in more parts or parts combined if so desired by the Bank without assigning any reasons whatsoever. We will not have any claim either for loss of profit or revision in rates.
10. We are aware that the quantities of work indicated in the bill of quantities are approximate, may vary to any extent, even it may be omitted; we will not have any claim of any kind against the Bank.

Signed in the capacity of duly authorized to sign tenders for and on behalf of

Address Telephone No.....
.....
..... Date:
Fax No.

Bid Securing Declaration Form

Date:
Tender No.

To (insert complete name and address of the purchaser)

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that /We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in abreach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or(ii) fall or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/we understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (Insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on ----- day of -----(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

SECTION – 1
INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

Sealed tenders are invited by Union Bank of India REGIONAL OFFICE –AIR CONDITIONING WORKS AT SECOND FLOOR OF LIC BUILDING, KUVEMPUNAGAR, HASSAN

2.0 **Tender documents**

- ❖ **Technical Bid:** Shall contain prescribed EMD declaration, forwarding letter accepting conditions of contract, Technical bid. List of Sub contractors. Bio-data of site engineer to be engaged on site, Income Tax Clearance and Sales Tax clearance certificates. A list of works like nature with details as to their magnitude and cost, the proportion of work done by the contractor in it and the time schedule for such works.
- ❖ The tenders not enclosed with specified amount of EMD (in the form of DD or Banker's cheque only) will be rejected. Bank reserves the right to accept or reject any or all the tenders without assigning any reasons therefor.
- ❖ Applicants registered as MSME/NSIC/Udyog Aadhaar under Single Point Registration Scheme are exempted from depositing cost of RFP / EMD provided they attach self-attested copy of the relevant certificate clearly mentioning specified capacity & monetary limit from the concerned Government Department to this effect with technical bid. The certificate should be duly valid as on date of opening of the RFP. However, exemption is only for Tender document fees & EMD. Security Deposit in the form of Demand Draft/Bank Guarantee as per the RFP document shall be submitted by the successful bidder.

2.1 The work has to be carried out strictly according to the conditions stipulated in the tender consisting the following documents and the most workmen like manner.

Instructions to tenderers
General conditions of Contract
Special conditions of Contract
Additional specifications
Drawings
Technical bid

2.2.1 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below;

- a) Technical bid
- b) Additional Specifications
- c) Technical Specifications
- d) Drawings
- e) Special conditions of contract
- f) General conditions of contract
- g) Instructions to Tenderers

2.2.2 Complete set of tender documents including relative drawings can be obtained in person from the Regional Office, Hassan 10-00 to 17-00 hrs on any Day except holidays during the period mentioned in the Notice Inviting Tender on payment of Rs.1000/- (Rupees One Thousand only.) by means of cash/ demand draft drawn in favour of Union Bank of India, Payable at Hassan. No Tender Document Fees needs to be submitted if the Tender Document is downloaded from Bank's OR Government E- Procurement website.

2.3 The tender documents are not transferable.

3.0 **Site Visit**

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data, which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities' requirement, traffic regulations etc;

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 **Earnest Money**

4.1 The tenderers Bidders have to submit "Bid Security Declaration Form" along with Bid. The format of the same is annexed.

6.0 **Performance Security Deposit**

6.1 8 % of the bill value will be deducted from respective running bills as security retention. The Performance security deposit will be returned after completion of 15 days from the Defect liability period of 12 months. No interest will be payable on the Performance Security deducted.

6.2 No interest shall be paid to the amount retained by the Union Bank of India as security Deposit.

7.0 **Signing of contract Documents**

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 30 days from the receipt of intimation of acceptance of his tender by the Union Bank of India. However, the written acceptance of the tender by the Union Bank of India will constitute binding agreement between the Union Bank of India and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 **Completion Period**

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of **30 days** from the date of handing over site or 10 days from the date of receipt of letter of acceptance whichever is later.

9.0 **Validity of tender**

Tenders shall remain valid and open for acceptance for a period of three months from the date of opening price bid. If the tenderer with draws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

10.0 **Liquidated Damages**

The liquidated damages shall be 1% per week subject to a maximum of 10% of contract value.

11.0 **Rate and prices:**

11.1 **In case of item rate tender**

11.1.1 The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item, the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated, and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed, he should immediately bring to the knowledge of the Architect/ Bank.

11.1.4 Each page of the BOQ shall be signed by the authorised person and cutting or over writing shall be duly attested by him.

11.1.5 Each page shall be totalled, and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies.

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:

“Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between Union Bank of India (client) and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the architects/ Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 ‘Union Bank of India’ shall mean **THE UNION BANK OF INDIA** (client) having its Regional Office-Hassan temporarily operation at **Hassan Main Branch, N.R. Circle, Hassan 573201** and includes the client’s representatives, successors and assigns.

1.1.2 ‘Site Engineer’ shall mean an Engineer appointed by the Union Bank of India their representative to give instructions to the contractors.

1.1.3 ‘The Contractor shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

The expression ‘works’ or ‘work’ shall mean the permanent or temporary work described in the “Scope of work” and / or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.4 ‘Engineer’ shall mean the representative of the Architect/ consultant/ Bank.

1.1.5 ‘Drawings’ shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time. ‘Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.1.6 ‘Specifications’ shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect/ consultant “Month” means calendar month.

1.1.7 “Week” means seven consecutive days.

1.1.8 “Day” means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

CLAUSES

1.0 **Total Security Deposit**

Total Security deposit comprise of

- Earnest Money Deposit
- Retention Money

a) **Earnest Money Deposit:**

The tenderers Bidders have to submit “Bid Security Declaration Form” along with Bid. The format of the same is annexed.

b) **Retention Money:**

The retention money shall be deducted from the running account bill at the rate of 8% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit. Security Deposit and Retention Money in together shall not cross 3% of the contract value. The monies retained by Bank shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

2.0 **Language:**

The language in which the contract documents shall be drawn shall be in English.

3.0 **Errors, omissions and discrepancies:**

In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
 - ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
 - iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.
- a) In case of difference between rates written in figures and words, the rate in words shall prevail.
 - b) Between the duplicate/ subsequent copies of the tender, the original tender shall be taken as correct.

4.0 **Scope of work:**

The contractor shall carryout complete and maintain the said work in every respect in strictly accordance with this contract and with the directions of and to the satisfaction of the Union Bank of India through the architect/ consultant. The architect/ consultant at the directions of the Union Bank of India from time to time issue further drawings and / or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's/ consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and / or drawings and / or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or re-execution of any work executed by him. The dismissal from the work of any person employed /engaged there upon.

5.0 **i) Letter of Acceptance:**

Within the validity period of the tender the Union Bank of India shall issue a letter of acceptance either directly or through the architect by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the Union Bank of India and the contractor.

ii) **Contract Agreement:**

On receipt of intimation of the acceptance of tender from the Union Bank of Indias / Architect the successful tenderer shall be bound to implement the contract and within fifteen days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

6.0 **Ownership of drawings:**

All drawings, specifications and copies thereof furnished by the Union Bank of India through its architects / consultants are the properties of the Union Bank of India. They are not to be used on other work.

7.0 **Detailed drawings and instructions:**

The Union Bank of India through its architects/ consultants 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 prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the Union Bank of India through the architect / consultant.

8.0 Copies of agreement:

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

9.0 Liquidated damages:

If the contractor fails to maintain the required progress in terms of clause 5.0 of GCC the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the Union Bank of India on account of such breach to pay a liquidated damage at the rate of 1% of the contract value which subject to a maximum of 10% of the contract value.

10.0 Materials, Appliances and Employees:

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behaviour is found to be unsatisfactory by the Union Bank of India /architect / consultant he shall be removed from the site immediately.

11.0 Permits, Laws and Regulations:

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the Union Bank of India in writing under intimation of the architect / consultant. If the contractor performs any act, which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the Union Bank of India any legal actions arising there from.

12.0 Setting out Work:

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the architect / consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the architect / consultant the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBM.

13.0 Protection of works and property:

The contractor shall continuously maintain adequate protection. Of all his work from damage and shall protect the Union Bank of India properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property on, about or adjacent to his place of work. The contractor shall take insurance covers as per clause 26.0 at his own cost. The policy may take in joint names of the contractor and the Union Bank of India and the original policy may be lodged with the Union Bank of India.

14.0 **Inspection of work:**

The Union Bank of India / Architect / Consultant or their representatives shall at all reasonable times have free access to the work site and/ or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the Union Bank of India , Architect / consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the Union Bank of India / Architect / Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance commission.

15.0 **Assignment and subletting**

The whole of work included in the contract shall be executed the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Union Bank of India through the architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

16.0 **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 of 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 material or part of work before incorporation in the work for testing as may be selected and required by the architect / consultant.

17.0 **Obtaining information related to execution of work**

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the

execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfilment of contract.

18.0 **Contractor's superintendence**

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect / consultant may consider necessary until the expiry of the defect's liability period, stated hereto.

19.0 **Quantities**

- a) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. All the amount paid under clause 20, 21 hereof as well as amounts of primer cost and provisional sums, if any, shall be excluded.
- b) **Variation exceeding 25%:** The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 22 (e) hereof.

20.0 **Works to be measured**

The Architect / Consultant may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send or qualified representative to assist the Architect in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the Architect / Consultant shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the measurement book. Should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Architect / Consultant shall be final. All authorized extra work omissions and all variations made shall be included in such measurement.

21.0 **Variations**

No alteration, omission or variation ordered in writing by the Architect / consultant shall vitiate the contract. In case the Union Bank of India / Architect / Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the Architect / Consultant shall give notice thereof in writing to the contractor or shall confirm in within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or

omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect / Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect / Consultant and the same shall be added to or deducted from the contract value, as the case may be.

22.0 Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect / Consultant with the concurrence of the Union Bank of India as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- a) (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub- clause (c) hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect / consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect / consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- c) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect / Consultant) the workman's name and materials employed be delivered for verifications to the Architect / consultant at or before the end of the week following that in which the work has been executed.
- d) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire / running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

23.0 Final measurement

The measurement and valuation in respect of the contract shall be completed within three months of the virtual completion of the work.

24.0 **Virtual completion certificate (VCC)**

On successful completion of entire works covered by the contract to the full satisfaction of the Union Bank of India, the contractor shall ensure that the following works have been completed to the satisfaction of the Union Bank of India.

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/ camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the Union Bank of India and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the Union Bank of India and shall clear, level and dress, compact the site as required by the SBM.
- d) Shall put the Union Bank of India in undisputed custody and possession of the site and all land allotted by the Union Bank of India.
- e) Shall hand over the work in a peaceful manner to the Union Bank of India.
- f) All defects / imperfections have been attended and rectified as pointed out by the Union Bank of India to the full satisfaction of Union Bank of India.

Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Architect / consultant is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the Architect / consultant shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the Union Bank of India rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the Union Bank of India against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

25.0 **Work by other agencies**

The Union Bank of India / Architect / consultant reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which if may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Union Bank of India. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

26.1 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the Union Bank of India against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except ant compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of Union Bank of India to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties, which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the Union Bank of India their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of Union Bank of India, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

26.2 Contractor to indemnify Union Bank of India

The contractor shall indemnify the Union Bank of India against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 26.2 of this clause.

27 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the Union Bank of India against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against Union Bank of India in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the Union Bank of India if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect / consultant in this behalf.

28 Accident or Injury to workman:

The Union Bank of India shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub- contractor, save and except an accident or injury resulting from any act or default of the Union Bank of India or their agents, or employees. The contractor shall indemnify and keep indemnified Union Bank of India against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs charges and expenses whatsoever in respect thereof or in relation thereto.

29.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date of handing over site or fifteen days from the date of issue of letter of acceptance of the tender by the Union Bank of India whichever is later.

30.0 Time for completion

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **30 Days** from the date of commencement. If required in the contract or as directed by the Architect /consultant. The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

31.0 Extension of time

If, in the opinion of the Architect / consultant, the work be delayed for reasons beyond the control of the contractor, the Architect / consultant may submit a recommendation to the Union Bank of India to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the Union Bank of India through the Architect / Consultant in writing at least 10 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The architect / consultant shall submit their recommendations to the Union Bank of India in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended times, which will quality for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the Union Bank of India the provision of liquidated damages as stated under clause 9.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

32.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect / consultant should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect /

consultant too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Architect / consultant shall thereupon take such steps as considered necessary by the Architect / consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect / consultant neither shall relieve the contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

33.0 **Work during nights and holidays**

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect / consultant, save when the work is unavoidable or absolutely necessary for the saving of life of property or for the safety of the work in which case the contractor shall immediately advise the Architect / consultant. However the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Architect / consultant at no extra cost to the Union Bank of India.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

34.0 **No compensation or restrictions of work**

If at any time after acceptance of the tender Union Bank of India shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly. In the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect / Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

“In case of such stores having been issued from Union Bank of India stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect / consultant shall be final.

35.0 **Suspension of work**

- i) The contractor shall, on receipt of the order in writing of the Architect / consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any

part thereof for such time and in such manner as Architect / consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- a) On account any default on the part of the contractor, or
- b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
- c) For safety of the works or part thereof.
The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect / consultant.
- i) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

36.0 **Action when the whole 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 compensation amounting to the whole of his security deposit the Architect / consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the Union Bank of India.

- a) To rescind the contract (of which rescission notice in writing to the contractor by the Architect / consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of Union Bank of India.
- b) To employ labour paid by the Union Bank of India 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 materials (the cost of such labour and materials as worked out by the Architect / 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 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 architect / consultant as to the value of 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 case 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 Architects / consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by Union Bank of India under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the Union Bank of India the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advance 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 rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless and until the Architects / 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.

37.0 **Owner's right to terminate the contract**

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architects / consultant that he is able to carry out and fulfil the contract, and to give security therefore if so required by the Architects / consultant.

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the Union Bank of India through the Architects / consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under.

- a) Has abandoned the contract; or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the Union Bank of India through the Architect / consultant written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the Union Bank of India through the Architect / consultant that the said materials were condemned and rejected by the Architect / consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the Union Bank of India or Architect's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the Union Bank of India and or the Architect / consultant, may notwithstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Union Bank of India or the Architect / consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been

so determined and as if the works subsequently had been executed by or on behalf of the contractor. And., further the Union Bank of India through the Architect / consultant their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the Union Bank of India or the architect / consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the Union Bank of India sell the same by public auction after due publication, and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the acts of the Oriental Insurance company Limited incidental to the sale of the materials etc.

38.0 Certificate of payment

The contractor shall be entitled under the certificates to be issued by the Bank's Engineer/ Architect / consultant to the contractor within 10 working days from the date to certificate to the payment from Union Bank of India from time to time. The Union Bank of India shall recover the statutory recoveries other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect / consultant during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from his liability under clause.

The Architect / consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Architect / consultant may by any certificate make any corrections required in previous certificate.

The Union Bank of India shall modify the certificate of payment as issued by the architect / consultant from time to time while making the payment.

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the M books.

The contractor shall not submit interim bills when the approximate value of work done by him is not less **than Rs.5,00,000/- (Rupees Five Lakhs) and the minimum interval between two such bills shall be 20 days.**

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect / consultant shall issue the certificate of payment within a period of two months. The Union Bank of India shall pay the amount within a period of

three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

39.0 Method of measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement the decision of the Architect / consultant shall be final and binding on the contractor.

40.0 Maintenance of registers

The contractor shall maintain the following registers as per the enclosed proforma at site of work and should produce the same for inspection of Union Bank of India / architect / consultant whenever desired by them. The contractor shall also maintain the records / registers as required by the local authorities / Govt. from time to time.

Register for hindrance to work

Register for running account bill

Register for labour

41.0 Force majeure

41.1 Neither contractor nor Union Bank of India shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

41.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

41.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

41.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this agreement.

42.0 Local laws, Acts, Regulations:

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (Amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1963 and any other modifications
- viii) Employees provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto, and rules framed there under from time to time.

43.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the architect / consultant. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

SPECIAL CONDITIONS OF CONTRACT

1.0 Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large-scale details shall take precedence over small-scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect / consultant before proceeding with the work.

2.0 Notice of operation

The contractor shall not carry out any important operation without the Consent in writing from the Architect / consultant.

3.0 Facilities for contractor's employees

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make his arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

4.0 Firefighting arrangements

- i) The contractor shall provide suitable arrangement for firefighting at his own cost. For this purpose, he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipment's shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following.
 - a) Proper handling, storage and disposal of combustible materials and waste.
 - b) Work operations, which can create fire hazards.
 - c) Access for firefighting equipment's.
 - d) Type, number and location of containers for the removal of surplus materials and rubbish.
 - e) Type size number and location of fire extinguishers or other fire lighting equipment.
 - f) General housekeeping.

5.0 Site order book

A site order book shall be maintained at site for the purpose of quick communication between the Architect / consultant. Any communication relating to the works may be conveyed through. Records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall carefully maintained and preserved by the contractor and shall be made available to the architect / consultant as and when demanded. Any instruction which the architect / consultant may like to issue to the contractor or the contractor may like to bring to the architect / consultant two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for their record.

6.0 Site meetings

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the architect / consultant.

7.0 Disposal of refuse

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the architect / consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed of.

This tender be accepted in whole or in part, I/We, hereby agree to abide by and fulfill all the terms and conditions annexed hereto. Further, I/We bind ourselves to execute the contract and commence the work within the time specified failing which I/We agree for execution of Declaration for Earnest Money as stipulated in this tender. Further I/We undertake to deposit the full amount of the security deposit specified in the above memorandum. I/We also agree to the retention money being deducted from my / our bills in accordance with the conditions of contract.

We agree to above conditions

Signature of contractor

(With seal & address of the company)

It is clearly understood that the Employer / Architects reserve the right to reject any tender, including the lowest, without assigning any reasons whatsoever for such rejection

A schedule of probable quantities in respect of each work and specifications accompany these tender documents. The Schedules of probable quantities are liable to alterations, omissions, deductions or additions to any extent at the discretion of the Architects / Employer. Each schedule of quantities should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender. Rates should be quoted both in figures and words. However, rates quoted in words will be taken as final for calculation purpose.

The tenderer must obtain for himself on his own responsibilities and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must consider and inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work, and all matters pertaining thereto.

The quoted rates in the tender shall include all charges for scaffolding, water and electricity, consumption charges, hire for any tools and plants, shed for materials, marking out and clearing of site. The rate quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subjected to change, variation, labor conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates sales tax, excise duty, octroi, works contract tax and any other tax and duty or other levy levied by the central government or any state Government or local authority, if applicable. No claim whatsoever in respect of sales tax, excise duty, octroi, works contract tax or other taxes shall be entertained by the employer.

The calculations made by the tenderers should be based upon probable quantities of the several items of work which are furnished for the tenderer's convenience in the schedule of probable quantities. But it must be clearly understood that the contract is not a lumpsum contract that neither the probable quantities nor the value of the individual items nor the value of the entire tender will form part of the contract and that the employer does not in any way assure the tenderer or guarantee that the said probable quantities are correct.

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The Employer / Architect will be free to take away any item / items from the schedule/bill of quantities in part or the whole schedule itself and the tenderer shall not have any claims for this. The tenderer shall extend his / their full co-operation to other agencies working at the same site. The final bill of tenderer will be based on the actual executed quantities of each item and they shall not have any extra claims, for less / more quantities compared to tendered quantities.

The rates quoted by the tenderer shall remain firm during the execution of this contract and also during the extended time beyond the completion period, till the premises are handed over to the employer. No escalation in rates whatsoever on this account will be considered by the employer.

The employer / Architect reserves the right to award this work to a single tenderer or split it two or more tenders.

At any time during the progress of the work, any item/s being manufactured at the tenderers workshop may be inspected by the Architect / Employer. The contractor shall make all necessary arrangements for such visits at their own cost.

SCOPE OF WORK:

The contractor shall carry out and complete the work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Architects / Employer. The Architects may in consultation with the Employer from time to time issue further drawings and / or written instructions details, directions and explanations which are hereafter collectively referred to as “ARCHITECTS / EMPLOYERS INSTRUCTIONS “in regard to:

- a) The variation or modification of the design quality or quantity of works, or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedules of quantities and / or drawings and / or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material, therefore.
- d) The removal and / or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects.

The contractor shall forthwith comply with and duly execute any work comprised in such Architects / Employer's instructions provided always that verbal instructions, directions and explanations given to the contractor or his representatives upon the works, by the Architects shall if involving a variation, be confirmed in writing by the contractor to the Architects and the Employer within seven days, and if not dissented from in writing within further seven days by the Architects such shall be deemed to be Architects' Instructions within the scope of the contract.

CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The contractor shall supply, fix and maintain at his cost during the execution of any works, all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, watching and lighting up nights as well as by day, required not only for the proper execution and protection of the public and the safety of any adjacent road, buildings, streets, cellars, vaults, pavements, walls, houses and all other erections, matters or things. The contractor shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring, etc. as occasion shall require or when ordered to do so and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Architects / Employer.

The contractor shall be responsible to register themselves under the Contract Labor (Regulations and abolition) Act 1970 and rules there under and they shall comply with and carry out all the provisions and obligations under the said act and rules and furnish all information to Employer as may be required by it and shall also indemnify the Employer against any penalties / claims arising from any default on their part.

The contractor shall observe that his work shall not cause any nuisance to the public in general and to the neighboring occupants in particular.

CONTRACTOR RESPONSIBLE FOR SETTING OUT WORKS & FOR RECTIFYING BAD WORKS:

The contractor shall set out the works and shall be responsible for the true and perfect setting of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works, the contractor shall at his own expense rectify such error to the satisfaction of the Architect.

MATERIALS AND WORKMANSHIP TO CONFIRM TO DESCRIPTION:

All materials and workmanship shall be of the respective kinds described in the schedule of quantities and / or specifications and in accordance with the Architects instructions and the contractor shall upon the request of the Architect or employer, furnish them with all invoices, accounts, receipts and other vouchers, accounts to prove that the materials comply therewith. The contractor shall at his own cost arrange for and / or carry out any test of any materials which the architects may require.

REMOVAL OF IMPROPER WORK:

The Architects shall during the progress of the works have power to order in writing from time to time or times as may be specified in the order, of any materials which in the opinion of the Architects are not in accordance with the specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In the case of default on the part of the contractor to carry out such order the employer shall have the power to employ and pay other persons to carry out the same, and all expenses consequent or incidental thereto as certified by the Architects shall be borne by the contractor, or may be deducted by the employer from any moneys due or that may become due to the contractor.

1 DEFECTS LIABILITY PERIOD

Any defects, shrinkage, settlement or other faults which may appear within the defects liability period stated in the schedule hereto within **12** months after the virtual completion of the work

arising in the opinion of the architects from materials or workmanship/not in accordance with the contract, shall upon the directions in writing of the architects, and within such reasonable times as shall be specified therein, be amended and made good by the contractor at his own cost and in case of default the employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss 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 upon the architects certificate in writing form any moneys due or that may become due to the contractor.

1.1 COMPLETION CERTIFICATE

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

1.2 OTHER PERSONS ENGAGED BY EMPLOYER

The employer with the concurrence of the architects reserves the right to use the premises and any portion of the site for the execution of any work not included in this contract which he may desire to have carried out by other persons, and contractor is to allow all reasonable facilities for the execution of such work but is not required to provide any plant or materials for the execution of such work except by special arrangement with the employer; such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

21) LIABILITY FOR ACCIDENTS AND DAMAGE AND INSURANCE:

i) The contractor shall during the execution of the work properly cover up and protect any part of the work liable to injury by exposure to the weather and shall take every reasonable precaution against accident or injury to the work from any cause.

ii) All contractor's equipment shall be at the sole risk of the contractor.

iii) The contractor will insure all his personnel and his part of the work against any personnel injury which may be sustained by them as a result of fire/accident at the time of execution of the work.

The contractor shall be responsible for workmen's compensation insurance and all other statutory requirements in regard to the personnel in the contractor's employment.

CLEARANCE OF SITE:

The contractor shall have to remove all melba from the site of work, dirt and dust, from floors and woodwork and whitewash or color wash, distemper or paint splashes from doors, windows, glass panels, etc., before handing over the building to the employer. The work shall not be treated as complete in all respects unless there requirements are fulfilled by him. In the event of the contractor failing to do so the Architects and the Employer shall have the right to get the site cleared, dust and dirt removed and doors and windows etc. cleaned of splashes etc., at the contractor's risk and cost without prejudice to the right of Architects or employer to take action to recover damages under clause 23 of the contract.

SITE ESTABLISHMENTS:

The contractor shall provide all huts, stores, tarpaulins and other covers for all the accommodation of his staff, workmen and materials likely to deteriorate in the open shall be stored under suitable cover

APPROVED LIST OF MATERIALS FOR AIR CONDITIONING WORKS

SN	DESCRIPTION	MAKE
1.	AC units	Voltas/Bluestar/ LG (Inverter type with R32/R410A gas & Copper condensing coil)
2.	Power cable	Polycab/Havells/Finolex/Anchor or equivalent approved by the bank
3.	CPVC Drain pipe	Supreme/Astral or equivalent approved by the bank
4.	Copper pipe	Rajaco/Nishan/Tofaline/Mexflow/Mandeva or equivalent approved by the bank
5.	Stabilizer	V-Guard or equivalent approved by the bank

CONSULTANTS**KANAMADI& ASSOCIATES**

ARCHITECTS AND ENGINEERS

MALLESHWARAM, BANGALORE 56003

Bill of Quantity**PROPOSED AC WORK OF OF UNION BANK OF INDIA, REGIONAL OFFICE AT 2ND FLOOR LIC BUILDING, KUVEMPUNAGAR, HASSAN.**

Sl. No.	Description of the work	Unit	Qty.	Rate	Amount
	PART-A				
1	Supply of 3 star rated 2 TR capacity INVERTER Hiwall Mounted split airconditioner comprising of indoor and outdoor unite. The indoor unit comprise multi row DX cooling coil, drier, expansion device, blower with drive motor. The outdoor unit shall comprise of rotary compressor, condenser coil and fan. Along with a cordless remote controller etc. Make Blue star/L.G./Carrieer	Nos	15		

AIR CONDITIONING WORK, REGIONAL OFFICE-HASSAN

2	Supply of 3 star rated 1 TR capacity INVERTER Hiwall Mounted split airconditioner comprising of indoor and outdoor unite. The indoor unit comprise multi row DX cooling coil, drier, expansion device, blower with drive motor. The outdoor unit shall comprise of rotary compressor, condenser coil and fan. Along with a cordless remote controller etc. Make Blue star/L.G./Carrieer	Nos	2		
		Total - PART -A			
		GST-28%			
TOTAL PART-A INCLUDING GST					
	PART-B				
3	Supply, installation and testing of suitable wall mounted voltage stabilizer				
a)	3 KVA Stabilizer For 1.0 ton Split AC	Nos	2		
b)	4 KVA Stabilizer For 2.0 ton Casset AC	Nos	15		
4	Installation, testing and commissioning charges of hiwall split units	Nos	17		
5	Supply and laying of copper refrigerant pipes with foam insulation between indoor and outdoor unit for hiwall split airconditioners	Rmt	235.00		

AIR CONDITIONING WORK, REGIONAL OFFICE-HASSAN

6	Supply and laying of copper conductor flexible cable PVC insulated between indoor and outdoor unit for hiwall split airconditioners.	Rmt	235.00		
7	Supply and laying of CPVC Conduit to be used as a drain water pipe.	Rmt	240.00		
8	Supply and installation of MS Stand for installation of outdoor units of hiwall split Acs externally as per site requirements	Nos	17		
		Total - PART -B			
		GST-18%			
TOTAL PART-B INCLUDING GST					
GRAND TOTAL PART (A + B) Excluding GST					
GRAND TOTAL PART (A + B) Including GST					

