



ZONAL OFFICE-LUCKNOW
2nd Floor, Union Bank Bhavan,
Adjacent to Mantri Avas.
Vibhuti Khand, Gomti Nagar, Lucknow - 226010
Tel+91 522 2305950, Fax: +91 522 2723984

**NOTICE INVITING TENDER FOR REPAIR / RESTORATION &
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 2 LIFT
INSTALLED, AT UNION BANK BHAWAN, LUCKNOW**

Union Bank of India invites sealed tenders from eligible Vendors for above works at Union Bank Bhawan, Next to Mantri Avas, Vibhuti kahnd, Gomtinagar, Lucknow.

Tender forms can be collected from the undersigned at the above address during working hours **from 05.09.2023 to 25.09.2023 upto 11.00 AM** against payment of tender cost of Rs. 500.00 (Rs. Five Hundred only), non-refundable by Pay Order/Demand Draft favoring Union Bank of India payable at Lucknow. The tender document shall also be available during aforesaid period at the Bank's website www.unionbankofindia.com and www.tenders.gov.in The last date for submission of tender is **25.09.2023 till 02.00 pm**. The tenders received will be opened on **25.09.2023 at 3.30 pm** at the above address in presence of applicants / their authorized representatives.

The Bank reserves the right to reject any or all applications without assigning any reasons whatsoever.

ISSUE OF TENDERS	FROM 22.08.2023 (10:00 AM) TO 06.09.2023 (UP TO 11:00 AM)
LAST DATE OF SUBMISSION	25.09.2023 UPTO 2.00 HOURS
PREBID MEETING & SITE INSPECTION	12.09.2023 AT 11:00 AM
TENDER OPENING DATE	25.09.2023 AT 3.30 PM

NOTE:- TENDERS WILL BE OPENED IN PRESENCE OF BIDDING AGENCIES. IT IS MANDATORY FOR BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES TO BE PRESENT AT THE SPECIFIED DATES

PRICE OF THE TENDER DOCUMENT RS. 500.00 (RS. FIVE HUNDRED ONLY) BY WAY OF PAY ORDER ISSUED FROM ANY NATIONALIZED BANK, FAVORING UNION BANK OF INDIA PAYABLE AT LUCKNOW

EARNEST MONEY DEPOSIT RS. 5000.00 (RS. FIVE THOUSAND) BY WAY OF PAY ORDER ISSUED FROM ANY NATIONALIZED BANK, FAVORING UNION BANK OF INDIA PAYABLE AT LUCKNOW

PLACE OF SUBMISSION:

FGMO-LUCKNOW
2nd Floor, Union Bank Bhavan,
Adjacent to Mantri Avas.
Vibhuti Khand, Gomti Nagar, Lucknow - 226010
Tel+91 522 2305950, Fax: +91 522 2723984

TENDER ISSUED TO: M/S. _____

**NOTICE INVITING TENDER FOR REPAIR / RESTORATION &
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 2 LIFT
INSTALLED, AT UNION BANK BHAWAN, LUCKNOW**

- 1) The work consists of REPAIR / RESTORATION & COMPREHENSIVE ANNUAL MAINTENANCE OF TWO LIFTS at Union Bank Bhawan, Gomti Nagar, Lucknow.
- 2) Intending contractors are hereby advised to inspect the Lifts thoroughly, ascertain all the works needed for complete restoration including the comprehensive AMC and bid in accordance. Claim of anything extra in this regard at any stage of work shall not be entertained at any stage.
- 3) The tender is called for the mentioned RESTORATION WORK AND COMPREHENSIVE AMC for five year which could be further renewed upon satisfactory performance and at sole discretion of bank for further three more years.
- 4) Lump sum Rate tenders are invited in the prescribed format from reputed OEM (Original equipment manufacturer) or the authorized vendor for execution of mentioned works. The authorized vendor shall submit credentials to ascertain the authorization, these credentials would be duly verified by the bank.
- 5) The Rates under the contract include for full, final & entire completion of all works in all respects described in contract & as shown in details at any stage forming part of the contract. Tenders will be opened in the presence of contracting agencies or their authorized representatives.
- 6) The tenders shall be submitted in a sealed envelope. **The envelope** shall be marked as “**TENDER FOR REPAIR / RESTORATION & COMPREHENSIVE ANNUAL MAINTENANCE OF TWO LIFTS at Union Bank Bhawan, Gomti Nagar, Lucknow**”, and shall contain completely filled tender with all required enclosures, EMD in the form of Demand Draft / Pay Order, Tender Fees in the form of Demand Draft / Pay order.
- 7) **Tenders will** be opened as per schedule in presence of authorized representative of the participating agencies.
- 8) The tenderer must use only the tender forms issued for the purpose to fill in the rates. Intimation of tender quoted by letter, telegram / telex will not be acceptable. The tender must be submitted at mentioned address.
- 9) Tenderers are advised not to make any alteration/modification in the tender documents, Item of work or in any respect whatsoever. Violation of this requirement will make the Tender Liable for rejection.
- 10) In case of postal delivery, the tenderer has to ensure that tender is reached before the due date and time and dropped in the tender box. The bank will not be responsible for damage in the transit and delay of receipt of tender, if any or sent by a special messenger. Tender received late shall be rejected.

- 11) Every page of the tender documents should be signed by the authorized person as token of his/their having acquainted himself/themselves with the General and Special Conditions of Contract, Specifications etc., as laid down. Any tender with any of the documents not so signed will be subjected to rejection.
- 12) No consideration will be given to a tender received after the time stipulated above and no extension will be allowed for submission of the tender.
- 13) **THE UNION BANK OF INDIA SHALL NOT BE BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL THE TENDERS WITHOUT ASSIGNING ANY REASON WHATSOEVER.**
- 14) This notice inviting tenders, the conditions of tender and the duly completed form of tender etc. will form part of the Agreement to be executed by the successful tenderer with the bank.
- 15) Tender submitted without EMD will be treated as incomplete and the same will be rejected out rightly. The EMD shall be strictly in the form of Pay Order / Demand Draft. No Cheques will be accepted on account of EMD. Tenders submitted with the cheque as EMD will be treated as incomplete and will be rejected.

BIO - DATA OF CONTRACTING AGENCY

1. Name of the firm :
Address :
Telephone No. :
Office :
Residence :
Mobile :
Fax :
E-Mail :

2.a) Whether proprietary/partnership/ Pvt. Ltd. / Public Ltd. (certificate of registration / partnership deed to be enclosed as Annexure-I). :

b) Name of the Proprietor, Partners, Directors :

I)

II)

c) Year of establishment :

3. Registration with Tax Authorities :

i) Income-tax (PAN) No. :

ii) GST no. :

iii) EPF Regn. No. :

iv) ESI Regn. No. :

v) TIN / VAT No. :

(copies of certificates of registration with relevant authorities to be enclosed as Annexure-II-A, II-B, II-C, II-D & II-E)

4. Names of the Bankers with address & telephone numbers:

I)

II)

5. Enclose solvency certificate : Enclosed / not enclosed

Note: The solvency certificate should not be older than six months from the date of advertisement.

6. Furnish copies of audited balance-Sheet and Profit & Loss A/C. for the last 3 years as Annexure-IV-A, IV-B & IV-C. : Enclosed / not enclosed

7. Registration with Govt. / Public Sector / Banks (certificates of Registration to be enclosed as Annexure-V.

Name of the Organization	Year since empaneled

8. Give details if at present involved in litigation in similar type of contracts:

Sr. No.	Name of Project	Name of Employer	Nature of work	Work order dated	Date of completion of work	Value Rs.

9. Details of civil suit, if any, that arose during execution of contract in the past 10 years. :

10. Specify maximum value of single value project executed during the last three years. :

11. Name & relation, if any, with the staff member of Union Bank of India. :

12. Details of work executed during the last 3 years:

Type of work	Work executed for (name of the Institution / Body)	Nature of work (in brief)	Location	Value Rs.	Duration of work with dt Commence completion		If work left incomplete or terminated (give reasons)

Note: Copies of work orders along with Xerox copies of relevant TDS certificate, satisfactory completion certificate obtained from the client shall be enclosed as Annexure VI. Please note without the copies of certificates, your application is liable to be rejected.

13. Details of work on hand (photo copies of performance certificate, work orders issued by valued clients, preferably Banks, Govt., and Semi-Govt. Bodies should be enclosed as Annexure VII).

Type of work	Work executed for (name of the Institution / Body)	Nature of work (in brief)	Location	Value Rs.	Duration of work, stipulated time	Present stage of work

14. Details of Pre-Qualifying work (Filling of columns is mandatory and to be supported by copies of work order and completion letters as per the criteria. Non filling of columns or not enclosing credentials, the application form submitted will be rejected without assigning any reason)

Name of the work	Name of the client	Work order reference /date	Completion letter reference/ date	Value of work completed

15. LIST OF NAME/S OF PROPRIETOR / PARTNERS & EMPLOYEES

Name	Qualifications	Experience	Particulars of work done	Employed in your firm since	Value of work done

16. Turnover in last 3 years:

Sr. No.	Year	Turnover (Rs.in lacs)	Income-tax paid	VAT paid	Service Tax paid
1	2022-23				
2	2021-22				
3	2020-21				

Copies of income-tax returns / assessment orders for each year to be enclosed as Annexure VIII-A,B,C,D & E

17. List of equipments / machinery owned:

Sr. No.	Name of equipment	Year of manufacture	Nos. available

18. **PRE-QUALIFICATION CRITERIA: Annual Maintenance Contract of Maintenance and repair of passenger lifts at Government buildings**

It is mandatory that all the agencies shall have registration for PAN /VAT / TIN / GST

Sr. No.	Criteria	Weightages	Self rating marks
1	Should have executed at least one similar AMC Maintenance and repair of passenger lifts at Government buildings during last 3 years.	60	
2	Should Not have been Blacklisted by any Central / State Government undertaking PSB, PSU. Vendors to submit undertaking on letter head.	20	
3	Experience with public Sector Banks	10	
4	Original Equipment Manufacturer	10	

NOTE: Criteria mentioned above are just minimum requirement. The Bank at its discretion may upgrade the criteria. No complaint on this account will be entertained. Contractors scoring 80 marks & above will only be considered for pre-qualification, subject to further terms and conditions. Contractors themselves must fill in self-rating marks column in the above table. Tenders of Blacklisted vendors will be rejected at any stage of contract.

19. LIST OF ENCLOSURES:

ANNEXURE NO.	PARTICULARS	TICK IF ENCLOSED
I	Certificate of registration of Company / partnership deed.	
IIA, IIB, IIC, IID, IIE	Certificates of registration with Income Tax, Goods & Service Tax, EPF, ESI and VAT / TIN authorities.	
III	Solvency Certificate.	
IVA, IVB, IVC	Audited Balance Sheet & Profit & Loss A/c. Statement	
V	Certificates of Registration with Govt. / Public Sector / Banks.	
VI	Copies of work orders along with xerox copies of relevant TDS certificate, satisfactory completion certificate mentioning value of work.	
VII	Copies of performance certificate, work orders issued by valued clients, preferably Banks, Govt., Semi-Govt. Bodies.	
VIIIA, VIIIB, VIIIC, VIID, VIIIE	Copies of income-tax returns / assessment orders for Last Three Years	

Note: In absence of any of the above enclosures, your application is likely to be rejected

DETAILS OF PREQUALIFYING WORKS - I

(Filling all details are mandatory without which application will be summarily rejected)

1.	NAME OF FIRM & ADDRESS FOR WHOM THE WORK IS EXECUTED	
2.	DETAILS OF WORK DONE BY THE FIRM	
3.	PHOTOGRAPHS OF WORK COMPLETED (PLEASE ENCLOSE COPY)	
4.	VALUE OF CONTRACT EXECUTED	
5.	BRIEF DISCRIPTION OF THE WORK	
6.	PERIOD DURING WHICH THE CONTRACT IS EXECUTED	
7.	WORK ORDER REFERENCE (PLEASE ENCLOSE COPY OF THE WORK ORDER)	
8.	COMPLETION CERTIFICATE REFERENCE (PLEASE ENCLOSE COPY OF THE COMPLETION OF WORK)	
9.	DELAY IN EXECUTION OF WORK	
10.	WHETHER TIME SCHEDULE IS ADHERED TO	
11.	ANY OTHER INFORMATION WHICH YOU CONSIDER WILL HELP US IN TAKING OUR DECISION.	

PLACE:

SIGNATURE WITH OFFICE SEAL

DATE:

FORMAT OF CONFIDENTIAL REPORT

(To be submitted by the Client of applicant on their letter head in sealed envelope to the Bank - Mandatory requirement)

To:

Union Bank of India,
P&D Department
Zonal Office - Lucknow
2nd Floor, Union Bank Bhavan,
Adjacent to Mantri Avas.
Vibhuti Khand, Gomti Nagar,
Lucknow - 226010

Sir,

Confidential Report on M/s. _____

This is to certify that M/s. _____, having Office at _____ have completed the work of _____ . Confidential Report for our project executed is as under:

1.	DETAILS OF PROJECT EXECUTED BY THE FIRM	
2.	AREA OF CONSTRUCTION	
3.	DATE OF COMMENCEMENT OF PROJECT	
4.	DATE OF COMPLETION OF PROJECT	
5.	TOTAL VALUE OF PROJECT EXECUTED	
6.	QUALITY OF SERVICE RENDERED	
7.	COMPETENCE TO HANDLE WORKS	
8.	INTEGRITY AND RELIABILITY OF THE FIRM	
9.	DEALING IN EXECUTION OF WORK	
10.	WHETHER TIME SCHEDULE IS ADHERED TO	
11.	WHETHER ANY PENALTY IMPOSED FOR THE DELAY	
12.	GENERAL ATTITUDE OF THE FIRM	
13.	ANY OTHER INFORMATION WHICH YOU CONSIDER WILL HELP US IN TAKING OUR DECISION	

PLACE:

SIGNATURE: _____

NAME: _____

DATE:

DESIGNATION: _____

OFFICE SEAL

DECLARATION

I / We have read the instructions appended to the Performa and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Union Bank of India, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.

I / We agree that the decision of Union Bank of India in selection of contractors will be final and binding to me / us.

All the information furnished by me hereunder is correct to the best of my knowledge and belief

I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.

I / We agree that I / We have not applied in the name of sister concern for the subject empanelment process.

Place :
Date :

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANISATION

INSTRUCTION WITH REGARD TO SUBMISSION OF TENDER

- 1) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while initials of the tenderer must attest filling the tender. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender invalid and it will be the option of Union Bank of India to accept or reject the tender. No request of any change in rate or conditions after opening of the tender will be entertained.
- 2) In the case of figures, the word Rs. should be written before the figures of rupees and the word P' written after the decimal figures e.g. Rs. 3.25 P. In the case of words, the word Rupee should similarly precede and the words "Paise only" should be written at the end, closely following each the percentage rate. The word "only" should not be written in the next line unless the rate quoted is in whole Rupees closely followed by the word "only": The amount should invariably be upto two decimal places.
- 3) The different Schedules should be filled as follows:
 - (a) The "Rate" Column wherever applicable to be legibly filled in ink in both figures and words.
 - (b) The "Amount" Column also to be legibly filled in ink in both figures and words.
 - (c) All corrections to be initialed.
 - (d) No over writing is allowed.
 - (e) The figure of percentage of rate shall be legibly filled in ink in both figure and words.
- 4) Errors in the bill of quantities shall be dealt with in the following manner.
 - a. In the event of any discrepancy between the rates quoted in words and the rates in figures the former shall prevail.
 - b. In the event of an error occurring in the amount column of the bills of quantities as a result of the wrong extension of the unit rate and the quantity, the unit rate shall be regarded, as firm and extension shall be amended on the basis of the rates.
 - c. All the errors in totaling in the amount column and in carrying forward the totals shall be corrected.
- 5) The tender shall be signed and dated at all places provided therein. Also all pages and corrections / alterations shall be initialed. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender shall be liable to be rejected.
- 6) Every tender shall be accompanied by earnest money deposit as specified, by way of Demand Draft/Pay Order only favouring UNION BANK OF INDIA, payable at Lucknow. Tender submitted without earnest money shall be summarily rejected. The contractor whose tender is accepted will have to deposit as initial security deposit a further sum to make up 2% of the value of the accepted tender including the earnest money. The initial security deposit will have to be made within 14 days from the date of acceptance of tender, failing which the Bank at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender.

- 7) The Earnest Money will be retained in the case of the successful tenderer as part of the security for due fulfillment of the Contract. No interest shall be paid on this deposit. Failure to enter into the Contract agreement within the stipulated time of 20 days from the date of acceptance of work order shall entail the forfeiture of the Earnest money Deposit. The Earnest money of unsuccessful tenderers will be released after issue of work order, without any interest.
- 8) The tenderer shall submit his tender after carefully examining the whole of the tender document and the terms and conditions of contract, the specifications, the schedule of quantities etc., and also after examining the site and conditions prevailing in and around site.
- 9) The Bank does not bind himself to accept the lowest or any tender and reserve to them the right of accepting the whole or any part of the tender and tenderer is bound to perform the same at the rates quoted. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or the entire tender without assigning any reasons whatsoever. The work may also be divided among the contracting agencies depending on the exigencies of the bank.
- 10) Tenders shall remain valid for a period of 120 days from the date of opening of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during the initial validity period of 120 days.
- 11) The successful tenderer shall be bound to implement the Contract and mobilize and sign specified agreements within 07 days from the date of acceptance of work order.
- 12) Tenderers must include in their rates, sales tax (State & Central Govt.), education cess, excise duty, octroi, sales tax on works contract, VAT and any other tax & duty or other levy by the central and state government applicable on the date of submitting tender. Deductions in respect of sales tax or turnover levied as per government notification and/or guidelines shall be made from the Contractor's interim and final bills, and deposited with the relevant authority by the Bank, on his behalf. Any shortfall in deposit thereof shall be made up by the contractor, before submitting his final bill. Due to change in taxes structure by orders from Central Govt. / State Govt. after opening of tenders shall be reimbursed to the contractor as per actual and upon verifying the proof of having made the payment.
- 13) This contract shall be a Item Rate contract. The Contractor shall be paid for actual quantity of work done, as measured at site including any deviation plus or minus. The rate of any non-schedule items of work shall be decided as mentioned in the conditions of contract.
- 14) The tender drawings exhibited/enclosed are preliminary drawings intended for the guidance of the Contractor only. They may be subject to revision and alteration without vitiating any of the terms of the contract and the Contractor shall be bound to execute the works as shown on the final drawings without claiming any extra payment.
- 15) No correspondence will be entertained in respect of this tender other than any clarifications strictly pertaining to this tender.

- 16) The tender price quoted by a tenderer shall be kept strictly confidential and shall not be divulged to any other party even approximately before the time limit for delivery of tender. The only exception be for obtaining an insurance quotation, you may give your insurance company or agent any essential information they ask for, so long as it is done in strict confidence. No information about other's tender price should be obtained and no arrangement with any one else should be made whether or not he submit the tender.
- 17) For electrical, sanitary, water supply and drainage works, tenderers must possess respective valid licenses from the competent authority of the area where the site is located.
- 18) Contractor should sign at the end of every page prior to submitting the tender.
- 19) Conditional tenders will be summarily rejected.

TENDER FORM

To,
Asst. General Manager,
ZONAL OFFICE- LUCKNOW
Union Bank of India,
2nd Floor, Union Bank Bhavan,
Adjacent to Mantri Avas.
Vibhuti Khand, Gomti Nagar,
Lucknow - 226010

NOTICE INVITING TENDER FOR REPAIR / RESTORATION & COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 2 LIFT INSTALLED, AT UNION BANK BHAWAN, LUCKNOW

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) Specifications
- g) Schedule of Quantities.
- h) Addition condition of contract

1. 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.

4. We have obeyed the rules about confidentiality of tenders and will continue to do so as long as they apply.

5. We are enclosing along with our tender an earnest money of Rs. _____ (Rupees _____ only) favouring Union Bank of India, payable at Lucknow (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.

6. Subject to and in accordance with paragraphs 3 & 4 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.
7. We hereby agree that unless & until a formal agreement is prepared & executed in accordance with the Articles of agreement, this tender together with your acceptance thereof, shall constitute a binding contract between us.
8. We agree to pay initial security deposit of 2% (including Earnest Money) of the contract amount by way of DD/PO in favour of UNION BANK OF INDIA, payable at Lucknow. This amount shall be released after virtual completion of work. We further agree for a deduction of 8% from the running bill as retention money till accumulating total security deposit.
9. Validity of the tender is 120 days from the date of opening of tender or it may be beyond 120 days if mutually accepted.
10. The bank is at liberty to accept or reject any tender, without assigning any reasons whatsoever.
11. 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.
12. 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 authorised
to sign tenders for and on behalf of M/s

Address Telephone No.....

..... Telex No.

..... Fax No.

Date

INDEMNITY BOND

On the acceptance of this 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. 10/-)

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 _____ 2023

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

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, faulty construction and/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	NAME AND ADDRESS
AFORESAID _____	(Contractor)

IN THE PRESENCE OF WITNESSES:

- 1.
- 2.

GENERAL INSTRUCTIONS TO CONTRACTORS
AND SPECIAL CONDITIONS

- 1) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 2) The Tender Form must be filled in English and all entries must be made by the hand and written in ink, If any of the documents is missing, or unsigned, the Tender may be considered invalid by the Bank in its discretion.
- 3) The contractor shall not assign the contract. He shall not sub-let any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the contractor rescinding the contract whereupon the Security Deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the contractor. Central Govt. / State Govt. organization will not be allowed to sublet the work on back to back basis.
- 4) The contractor shall carry out of all the work strictly in accordance with specifications, terms of contract and instructions of the Bank.
- 5) A Schedule of probable quantities in respect of each work and specifications accompany these special conditions. The Schedule of probable quantities is liable to alteration by omission, deductions or additions at the discretion of the Bank. No claim will be entertained from the contractor on account of loss of profit over revising the tender rates.
- 6) The Tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of filling of Tender and for entering into a contract and must examine the drawings and must 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. No compensation will be paid on account of not getting proper information.
- 7) The rates quoted in the Tender shall be inclusive of all charges for clearing of site before commencement as well as after completion, water, electrical consumption, meters, double-scaffolding, centering, boxing, staging, planking, timbering and pumping out water, including bailing, fencing, planking, timbering and pumping out water, including bailing, fencing, hoarding, plant and equipment, storage sheds, watching and lighting by night as well as day, including Sundays and Holidays, temporary plumbing and electric supply, protection of the public and safety of adjacent roads, streets, cellars, vaults, open pavements, walls, houses, buildings and all other erections, matters or things and 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 so to do, and fully reinstate and make good all matters and things disturbed during the execution of the work and to the satisfaction of the Bank / Consultant.
- 8) The successful Tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and

rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank.

- 9) The successful Tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Architects / Consultant.
- 10) The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications and also in compliance of the requirements of the Authorities concerned and no deviation on any account will be permitted.
- 11) The Contractor shall strictly comply with provision of safety code annexed hereto.
- 12) The contractor shall indemnify Union Bank of India, against any claim or legal action arising out of the said Act due to the failure of non-compliance of the provisions of the said Act and the penalty or any other amount levied by the authorities, shall be recoverable from the payments due to the contractors.
- 13) The Contractor shall comply with the provision of the Apprentices Act,1961, and the Rules and Orders issued there under from time to time. Failure to do so will be in a breach of the contract and the Architect / consultant and the Bank may in their discretion cancel the contract. The contractor shall also be liable for any pecuniary or other liabilities arising on account of any violation by him of the provisions of the Act.
- 14) The Security Deposit of the successful Tender will be forfeited if he fails to comply with any of the conditions of the contract.
- 15) The contractor shall be responsible for the observance of all Central Rules and Regulation framed by the Central Government under the Contract Labour (Regulation and Abolition) Act,1970. The Bank shall be entitled to deduct all damages, which it might suffer on account of non-observance of these rules by the Contractor, from the amount payable to the Contractor.
- 16) Contractors are not allowed to remove materials brought at Site against which advances have been paid.
- 17) The Contractor is to provide at all times during the progress of the works and the maintenance period / defect liability period proper means of access, with ladders, gangways, etc., and the necessary attendance to move and adopt as directed for the inspection or measurement of the works by the Consultant or their representatives.
- 18) Materials shall be of approved quality and the best of their kind available and shall generally conform to I.S. Specifications. The Contractor shall order all the materials required for the execution of work as early as necessary and ensure that such materials are on site well ahead or requirement for use in the work. The work involved calls for approved standard of workmanship combined with speed and to the entire satisfaction of the Architect/ consultant. All the material shall be approved by the Consultant / Bank before use. Contractor to arrange samples well in time.

- 19) The Contractors shall after completion of the work clear the Site of all debris and left over materials at his own expenses to the entire satisfaction of the Bank / Consultant and Municipal or other public authorities.
- 20) The contractor herewith agrees that in respect of inspection of works by the Chief Technical Examiner of the works, a wing of Central Vigilance Commission and the bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the bills and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract of any work claimed by him to have been done by him under the contract and found not to have been executed or any work is found not to have been executed in accordance with the contract, the contractor shall be liable to refund the amount of over payment made already and it shall be lawful for the bank to recover the same from him in any manner the bank deems fit either from any payments due and / or becoming due to the contractor or from the security deposit or retention money or through any further bills and / or final bill or in any other manner whatsoever not excluding through recourse to legal action. The certification of bills / measurements by consultant / Architect and Engineer will be scrutinized by the Bank's Central Office / Audit / Vigilance and any deficiency will be corrected accordingly. Contractor cannot insist for payment just because it is signed by consultant / architect / engineer. The contractor herewith agrees to co-operate with the Bank / Consultant while such examinations of works and redo the things without any extra cost to the Bank. It is essential and agreed condition of the contract that any such action taken by the bank shall deemed to be the fully legal and valid and binding on the contractor.
- 21) Contractors are requested to note that no extra item or deviated item of work to be executed without taking prior permission, the Bank shall not be held responsible for the payment of such works executed. Contractors will have to submit all the particulars including purchase bills/price list for the materials along with the rate analysis for verification of Percentage Rates.
- 22) If contractors fail to pay the taxes/royalties to the Authorities concerned, the bank reserve their rights to recover the said amount from the amount payable to the contractor and pay the same to the Authorities concerned.
- 23) After awarding the work, contractor shall get registered with the office of the Labour commissioner and inform Bank accordingly. Contractors shall follow all rules and regulations stipulated by the Labour Commissioner strictly.
- 24) Contractors shall quote consistent rates for the items of similar nature or analogous in specifications for the sections in schedule of quantities. If it is observed that the rates quoted for similar nature of items or analogous in specification under different sections, are inconsistent, then the Bank reserves his right to consider the lowest of rates for all such items and work out the final amount for payment, unless the competent authority finds that there is justifications for such inconsistent rates.
- 25) The contractor shall give a list of his relatives working with the bank along with their designations and addresses.
- 26) No employee of the bank is allowed to work as a contractor for a period of two years of his retirement from bank service, without the previous permission of the bank. 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 bank as aforesaid before submission of the tender or engagement in the contractor's service.

THE CONDITIONS HEREIN BEFORE REFERRED TO

1. Definition of terms / interpretation:

In construction these conditions, the specification schedule of quantities and contract agreement, the following words shall have the meanings herein assigned to them expect where the subject or context otherwise requires.

- (a) “Employer/ / owner / Bank” shall mean ”Union Bank of India, Government of India undertaking” having Central Office at 239, Vidhan Bhawan Marg, Nariman Point, Mumbai - 400 0021 and any of its employees representatives authorized on their behalf.
- (b) ----- BLANK-----
- (d) “Site” shall mean “Work Place located at Union Bank Bhawan, Gomti Nagar, Lucknow and to include any building and erections thereon and any other land (inclusively), as aforesaid, allotted by the Bank for the contractor’s use.
- (e) -----BLANK-----
- (g) “The works” shall mean the work or works to be executed or done under this contract.
- (h) “This Contract” shall mean Articles of Agreement, the special conditions, the general conditions of contract, the appendix, the schedule of quantities and specifications, attached hereto and duly signed.
- (i) “Notice in writing” or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received), by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- (j) “Act of Insolvency” shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any amending such original.
- (k) “The Schedule of Quantities” shall mean the schedule of quantities as specified and forming part of this contract.
- (l) “Priced Scheduled of Quantities” shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.
- (m) “Net Prices” If in arriving at the contract amount, the contractor shall have added to or deducted from the total of the items in the Tender any sum either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted of the sum so added or deducted by the contractor the amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

2. SCOPE OF WORK:

The work consists of upkeep and maintenance of Union bank Bhawan premises including landscape and electromechanical works.

3. CONTRACTOR'S RESPONSIBILITY

The Contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of Bank. The Bank from time to time issue written instruction, details directions and explanations which are hereafter collectively referred to as "Bank's Instruction".

In regard to:-

- a. The variations or modifications of the design, quality or quantity of works or the additions or omission or substitution of any work.
- b. Any discrepancy in the schedule of quantities and/ or specification.
- c. The removal from the site of any defective materials brought thereon by the contractor and the substitution of any other materials thereof.
- d. The removal and/or re-execution of any works executed by the contractor.
- e. The dismissal from the works of any person employed thereupon.
- f. The opening up for inspections of any work covered up.

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

4. VISIT TO SITE

The contractor shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, 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. 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 Bank or Consultant might be deemed to have reasonably been inferred to be so existing before commencement of work.

5. AGREEMENT

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

6. PERMITS AND LICENSES

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

The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the quantity of controlled materials released by the authorities or supplied by the Bank. The costs of storing, transporting, etc. of all materials including those under Government control are to be included by the tenderer in his quoted rates.

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

7. GOVERNMENT AND LOCAL RULES

The contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws, etc. and pay all fees payable to such authority / authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for license, fees for footpath encroachment and restorations etc. and shall indemnify the Bank against such liabilities and shall defend all actions arising from such claims or liabilities.

8. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are intended to cover the entire premises but the Bank reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. The quantity may vary to any extent and even the same will be omitted. No separate payment / compensation / revision in the rates will be entertained.

09. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The contractor shall provide everything necessary for the proper execution of the works according to the Schedule of quantities and Specification taken together.

- (i) The rates quoted against individual items will be inclusive of everything necessary to complete the said items 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.
- (ii) The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments 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, buildings, all other erections, matters and things and the contractor shall take down and remove any or

all such centering, scaffolding, plumbing, timbering, strutting, shoring etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Bank / Consultant.

10. DEPLOYMENT OF LABOURS

No labourer below the age of eighteen years 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 Bank or his representative shall be deemed to be a person employed by the contractor.

11. FACILITIES TO BE PROVIDED TO WORKERS

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

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

12. DISMISSAL OF WORKMEN

The contractor shall at the request of the Bank immediately dismiss from the works, any person employed thereon by him who may in the opinion of the Bank incompetent or misconduct himself and such person shall not be engaged again. Such discharges shall not be the basis of any claim for compensation or damages against the Bank or any of their officer or employee.

13. ASSIGNMENT / SUB-LETTING

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign, or under-let the contract or any part share there of or any interest therein without the prior written consent of the Bank and no undertaking shall relieve the contractor of the full and entire responsibility of the contract or from active superintendence of works during their progress. Central Govt. / State Govt. companies shall not be allowed to sublet the work on back to back basis / labour basis without approval from the Bank. In case, in case contractor sub-let the work, the bank will be entitled to deduct 10% of cost of work executed besides initiating other measures provided in the contract.

14. INSURANCE

a. IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY

- (i) The contractor shall be responsible for all injury to the work or to persons, animals or things, and for all damages to the structural and / or decorative part of the property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any of his / sub-contractor's employee, whether such damage/ injury arises from carelessness, accident or any other cause whatsoever in any way connected in the carrying out of this contract. This clause shall be held to include inter alias, any damage to buildings, whether immediately adjacent or otherwise, and any damage to the roads, streets, foot-paths, bridge or ways as well as damage caused to the building and work forming the subject of this contract by rain, wind or other inclement of the weather. The contractor shall indemnify the Bank and hold it harmless in respect of all and any expense arising from such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury and damage under any Act of any Legislature or otherwise and also in respect of any award of compensation or damage consequent upon such claims.
- (ii) The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property or third parties.
- (iii) The contractor shall indemnify the Bank against all claims which may be made against the Bank by any member of the Public or third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with an approved office, a Policy of Insurance in the name of the Bank and the contractor against such risks and deposit such policies with the Bank from time to time during the currency of this contract. The contractor will also similarly indemnify the Bank of all claims which may be made upon the Bank whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, until the virtual completion of the contract, with an approved office, a Policy of Insurance in the joint name of the Bank and the Contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of the contract.
- (iv) The contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person animal or property arising out of incidental or defective carry in out of this contract. He shall also indemnify the Bank in respect of any cost, charges or expenses arising out of claims or proceeding and also in respect of any award of composition and damages arising there from.
- (v) The Bank shall be entitled to deduct the amount of any damage, compensation, cost, charges and expenses arising from or accruing from, or in respect of, any such claims or damage from any or all sums due or to become due to the contractor without prejudice to the Bank's other rights in respect thereof.

b. FIRE INSURANCE

- (i) The Contractor shall, within fourteen days from the date of commencement of works, insure the works at his cost and keep them insured until the virtual completion of the contract, against loss or damage by fire and / or earthquake, flood with an office to be approved by the Architect in the joint name of the Bank and the Contractor (the name of the former being placed first in the policy), for the contract amount only. The Contractor shall deposit the policy and receipts for the premium with the owner within 21 days from the date of issue of work order, unless otherwise instructed by commencement of the works, unless otherwise instructed by the Architect. In default of the Contractor insuring as provided above, the Bank or the Architect on his behalf, may so insure the works and may deduct the premium paid from any money due or which may become due to the Contractor without prejudice to the other rights of the Bank in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or work reinstated by the Insurance office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the incident had not occurred and in all respects under the same conditions of the Contract. The contractor in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Bank / Architect deemed fit.
- (ii) The amount so due as aforesaid shall be the total value of the works duly executed and of the contract materials and goods delivered upon the site for use in works upto and including a date not more than seven days prior to the date of the said Certificate less the amount to be retained by the Employer (as hereinafter provided) and less any installments previously paid under this clause. Provided that such Certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.
- c) The Contractors will have to take out following Insurance Policies:
- 1) Contractors All Risks Insurance Policy to cover-
Earthquake- Fire & Shock
Landslide/Rockslide/Subsidence.
Flood/Inundations.
Storm/Tempest/Hurricanes/Typhoon /Cyclone Collapse.
Theft/Burglary.
Damage to material brought at Site and to be subsequently used in the work.
 - 2) Third party Insurance Policy
 - a. For accidental loss or damage caused to the property of other persons.
 - b. For fatal or non-fatal injury to any person other than insured own employees or work men of employees of the owner of the works any other construction work thereon, or member of the Insured's family or of any of the aforesaid; directly consequent upon of solely due to the construction of any property described in the Schedule.
 - 3) Workmen's Compensation Insurance

15. ACCOUNTS RECEIPTS & VOUCHERS:

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

16. TERMINATION OF CONTRACT BY THE BANK

If the Contractor being a individual or a Firm, commits any “act of insolvency” or shall be adjudged an Insolvent or being an Incorporate company, shall have an order for supervision of the court and the official Assignee or the Liquidator in such acts of insolvency and winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

OR if the Contractor (whether an individual, Firm or Incorporated Company) shall suffer execution or other process of court attaching property to be issued to the Contractor.

OR shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractors.

OR shall assign or sublet this Contract without the consent in writing of the Bank first obtained.

OR shall charge or encumber this Contract or any payment due or which may become due to the Contractor hereunder.

OR the contractor:

- i. Has abandoned the Contract, or
- ii. Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Bank notice to proceed, or
- iii. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- iv. 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 to observe or perform the same.

Then and in any of the said cases the Bank 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 Bank or obligations and liabilities of

the Contractor, the whole of which shall continue in force as fully as if the contract has not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor, And further, the Bank by his agent or servants may enter upon and take possession of the work and all plant, tools, scaffoldings, shed, machinery, steam and other power utensils and materials lying upon the premises or on the adjoining land or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by the employing any other contractor or person or persons to complete the works 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 person or persons employed for completing or finishing or using the materials and plant for the work. When the work shall be completed or as soon as thereafter as convenient the Architect shall give a notice to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within the period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The architect shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the employer, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount, which shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be and the certificate of the architect shall be final and conclusive between the parties.

- 17. Certificates & payments:** The payment shall be made monthly against the bill produced by the contractor. Each monthly bill shall enclose copy of wage slips, material procurement bills, EPF, ESIC Challan etc. and any other relevant document as required by the bank

18. SETTLEMENT OF DISPUTES

Jurisdiction: All matters arising out of or in any way connected with this contract shall be deemed to have arisen in LUCKNOW and only the courts in LUCKNOW shall have jurisdiction to determine the same.

19. BANK ENTITLED TO RECOVER COMPENSATION PAID TO WORKMEN:

The Bank is obliged, by the virtue of the provisions of the workmen's compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the contractor in execution of the works, the Bank shall be entitled to recover from the contractor the amount of compensation so paid, and without prejudice to the rights of the bank under said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor under this contract or otherwise. The bank shall not be bound to contest any claim made against it under the said Act, except on written request of the contractor and upon his giving to the bank full security to the satisfaction of the Bank for all costs for which the Bank might become liable in consequence of contesting such claim.

20. ABANDONMENT OF WORKS:

If at any time after the acceptance of the Tender, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Bank shall give notice in writing to the contractor who 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 whole works but which did not derive in consequence of the foreclosure of the whole or part of the work.

21. RIGHT OF BANK TO TERMINATE CONTRACT IN THE EVENT OF DEATH OF CONTRACTOR IF INDIVIDUAL.

Without prejudice to any of the rights or remedies under this contract, if the contractor, being an individual dies, the Bank shall have the option of terminating the contract without incurring any liability for such termination.

SAFETY CODE

1. Scaffolds

- i. 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 a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
- ii. Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail property bolted, braced or otherwise secured, at least 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 such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii. Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the 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 be suitably fenced as described in (ii) above.
- iv. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons 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.

- v. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall in no case, be less than 290 mm. for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20 mm. for each additional meter of length.
- vi. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

2. Other Safety Measure

- vii. All personnel of the contractor working within the plant site shall be provided with safety helmets. 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.
- viii. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

3. Excavation & Trenching

- ix. All trenches, 1.25 m. or more in depth shall at all times be supplied with at least one ladder for each 30 m. in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1 m. above the surface of the ground. Sides of trenches which are 1.5 m. or more in depth shall be stepped back to give suitable slopes or securely held by timber bracing so as to avoid the danger of sides of collapsing. The excavated materials shall not be placed within 1.5 m. of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- x. The contractor shall take all measure on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

4. Demolition

- xi. Before any demolition work is commenced and also during the process of the work:
 - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

5. Personal Safety Equipment

- xii. 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, the contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - a. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - b. Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - c. Those engaged in welding works shall be provided with welder's protective eyesight lids.
 - d. Stone breaks 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 at least 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 the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age 18 are employed on the work of such painting the following precautions should be taken:
 - i. No paint containing lead or lead products shall be used except in the form paste or readymade paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufactures.
 - ii. 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.
 - iii. 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 of work.
 - xiii. When the work done near any public place where there is risk of drawings 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.

6. Hoisting Machines

- xiv. Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:
 - i.a. These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
 - i.b. Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - ii. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting including any scaffolding winch or give signals to operator.
 - iii. 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 ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- iv. 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 whenever he brings any machinery to site of work and get verified by the Engineer concerned.
- xv. Motors, gearing, transmission, electrical wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves 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.
- xvi. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

Adequate washing facilities should be provided at or near places of work.
- xvii. These safety provisions should be brought to the notice of 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.
- xviii. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineer of the Department or their representatives.
- xix. Notwithstanding the above clause from (i) to (xviii), there is nothing in these to exempt the contractor from the operation of any other Act or Rule in force in India.

ADDITIONAL CONDITION OF CONTRACT

BREAK DOWN TO BE ATTENDED URGENTLY & MAXIMUM DURATION OF REQUIRED REPAIR SHALL NOT EXCEED 03 WORKING DAYS ELSE RECOVERY OF DAMAGE @ RS. 500/- PER DAY SHALL BE RECOVERED.

ROUTINE AND PREVENTIVE MAINTENANCE

Preventive & Corrective maintenance shall be carried out as per recommendation of OEMs, however routine and preventive maintenance during the Maintenance Contract shall include the following:

1. MONTHLY:

This shall include the following, but not limited to:

- To check all bearings oil, oil rings, oil chains etc. All machines should be carefully checked and repaired for abnormal temperature rise.
- To check all relays and contracts as well as their movements and repair as necessary.
- To clean traction machines, relays panels, control panels, starter panels, selectors, governors, car top, car gates, sills and pits.
- To check break action and adjust if necessary.
- To check and repair movement of door switches, gate switches and emergency stop switches.
- To check indicator lamps, annunciator lights, buzzer and car lights.
- To check and adjust leveling differences, break slipping, acceleration, deceleration and riding comfort.
- To check and repair movements of car control buttons, switches and the like.
- To check and repair operation of weighing devices.
- To turn grease cups for speed governors and compensating pulleys.
- To oil selectors.
- To top up rail lubricators.
- To clean ropes oil if necessary.
- To clean traction motor brushes, brush holders, and internal frame. Adjust slip rings if necessary. Check commutators.
- To oil electric brake pins.
- To oil all pins of door opening mechanism.
- To clean hoist way, beam slow down cams, outside cages rails and counterweight rails.
- To clean, oil and adjust door closer and levers.
- To clean main sheaves, secondary sheaves, and rope sheaves on car top and counterweight top.
- To clean and repair brake wheels and shoes.
- To oil compensating rope tensioning pulleys.

2. EVERY TWO MONTHS (In addition to all Monthly Checks):

This shall include the following, but not limited to:

- To clean oil door hangers, door rails, interior of hanger case. If necessary, adjust acentric rollers, car door hangers, door connecting ropes and chains.
- To check and repair door shoe.
- To clean and oil safety gears.
- To clean and oil car and counterweight guide shoes. Adjust if necessary.
- To clean and oil interior of terminal limit switches and position switches. Check rubber rollers of terminal limit switches.
- To check oil clean and repair interior of door switches, gate switches. Replace worm parts if necessary.
- To check and repair flexible cable.
- To check and repair movement of limit switches.

- To clean and oil interior of car control switches.
- To clean and check push buttons of car control panels.
- To check, clean and repair the sleeves and plungers of the electromagnetic brakes.

3. QUARTERLY (In addition to all two Monthly Checks):

This shall include the following but not limited to:

- To check and repair the operation of terminal limit switches and final limit switches.
- To check and repair the governor switches.
- To clean the brush holders and commutators of the door motors.
- To check and repair the traction ropes for broken wire, wear elongation and even tension. Adjust if necessary.
- To remove the dust inside the traction machines and control panels using electric blower.
- To clean and repair the indicator lamps.
- To check the voltage of rectifiers and thyristors.

4. HALF YEARLY (In addition to all Quarterly Checks):

This shall include the following but not limited to:

- To check and repair the operation of safety gears.
- To check oil for oil buffers.
- To check and clean the landing buttons and contacts.
- To check and repair the compensating chains or ropes.
- To check and oil the bearing of doors motors.
- To grease the secondary sheaves, car top sheaves and counterweights.
- To check the wear of guide shoes of cars and counterweights.

5. ANNUAL (In addition to all Half yearly Checks):

This shall include the following but not limited to:

- To clean the wire connection box of every landing and car cages.
- Tighten all screws and check the conditions of cables at conduit inlets and outlets.
- To check and repair the condition of worm gear and thrust bearing of the gearboxes.
- To check and tighten screw of control panels, starters panels and relay panels.
- To remove the dust inside the landing indicator switches by electric blower.
- To test all safety devices.
- To dismantle, clean and adjust the electromagnetic brake of gearless machines.
- To charge gear oil and motor oil.
- To check and tighten screws and foundation bolts of traction machine, secondary sheaves, exterior of lifts frame, guide rails, guide rails clamps, and bracket etc.
- To test the over current relays.

ZONAL OFFICE-LUCKNOW
2nd Floor, Union Bank Bhavan,
Adjacent to Mantri Avas.
Vibhuti Khand, Gomti Nagar, Lucknow - 226010
Tel+91 522 2305950, Fax: +91 522 2723984

PRICE BID

TOTAL AMOUNT TOWARDS ALLIED REPAIR REQUIRED BEFORE START OF AMC

Rs. _____ + GST Rs. _____ (Attach itemized Details)

DURATION	COMPREHENSIVE AMC CHARGES FOR 02 LIFTS	AMOUNT TOWARDS LIAISON CHARGES FOR OBTAINING AND RENEWAL OF LICENSE*	ADD GST	TOTAL AMOUNT PER YEAR
1ST YEAR				
2nd YEAR				
3rd YEAR				
4th YEAR				
5th YEAR				
	GRAND TOTAL			

- The fees towards Lift License shall be paid by the Bank

SIGNATURE & STAMP OF BIDDER: -

DATE: -

PLACE:-