

TENDER REF. NO: CO: SSD: ARCH: 08: 2023-24 Date: 29.12.2023

**NOTICE INVITING TENDER FOR APPOINTMENT OF CONTRACTOR FOR
CIVIL & PLUMBING WORKS INCLUDING EXTERIOR PAINTING WORKS AT
UNION BANK OF INDIA, CS NO.360 OF VILE PARLE DIVISION, VILLAGE
MAROL, OPP. SAGUN HOSPITAL, OLD MILITARY ROAD, ANDHERI EAST,
MUMBAI-59.**

PART-I

TECHNICAL BID

**Union Bank of India, Support Services Department
Union Bank Bhavan, 7th Floor,
239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021**

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DISCLAIMER

1. The information contained in this tender documents or information provided subsequently to firms whether in documentary form/ email or in any other form on behalf of the bank, is subject to the terms and conditions set out in this tender document.
2. This tender document is not an offer by the bank, but an invitation to receive responses from the eligible Firms. No contractual obligation whatsoever shall arise from the tendering process unless and until a formal contract is signed
3. This tender is neither an agreement nor an offer and the purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. The tender does not claim to contain all the information each Bidder may require. While Bank has taken due care in the preparation of the information contained herein, it does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries/analysis and should check the accuracy, reliability and completeness of the information in this tender and where necessary obtain independent advices/clarifications. They should not rely solely on the information contained in the blank tender documents. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender. The Bank is not responsible if no due diligence is performed by the Respondents.
4. No contractual obligation whatsoever shall arise from the tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.
5. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rule or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way for participation in this tender stage.
6. Bank reserves the right to alter, amend, update or supplement the information reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline tenders without assigning any reason thereof.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery, fees, expenses associated with any demonstrations or presentations which may be required by Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.
8. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Firms upon the statements contained in this tender document.
9. The Contractor is expected and advised to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or to submit the documents not substantially responsive to the tender document in all respect will be at the Firm's risk and may result in rejection.

NOTICE INVITING TENDERS

TENDER REF. NO: CO: SSD: ARCH: 08: 2023-24 Date: 29.12.2023

CIVIL & PLUMBING WORKS INCLUDING EXTERIOR PAINTING WORKS AT UNION BANK OF INDIA, CS NO.360 OF VILE PARLE DIVISION, VILLAGE MAROL, OPP. SAGUN HOSPITAL, OLD MILITARY ROAD, ANDHERI EAST, MUMBAI-59.

Union Bank of India invites Item Rate open tender in two-bid system i.e. Technical Bid and Price Bid for captioned work from the from eligible established contractors having **registered Branch office in Mumbai/ Navi Mumbai/ Thane**

Details of the tenders are as under:

Sr.No.	Particulars	Details
1	Name of work	CIVIL & PLUMBING WORKS INCLUDING EXTERIOR PAINTING WORKS AT UNION BANK OF INDIA, CS NO.360 OF VILE PARLE DIVISION, VILLAGE MAROL, OPP. SAGUN HOSPITAL, OLD MILITARY ROAD, ANDHERI EAST, MUMBAI-59.
2	Nature of Work	Civil & plumbing Works
3	Estimated cost of work	Rs. 274.20 Lacs + GST (as applicable)
4	Time allowed for completion	4 months (to be reckoned from 10th day of issue of award of work order to contractor).
5	Cost of tender document	Rs. 1000/- (non-refundable)
6	Earnest Money Deposit	Rs. 5,48,400/- (Five Lakh Forty Eight Thousand Four Hundred Rupees Only) by means of Demand Draft / Pay Order (Valid for a period of 120 Days from the last date of submission of the tender) from any Commercial / Nationalize Bank drawn in favor of Union Bank of India payable at Mumbai.
7	Initial Security Deposit (ISD)	2% of contract amount. (EMD will be returned on receipt of ISD). The successful bidder(s) shall be responsible to deposit Initial security deposit @ 2% of the Contract Value by way of demand draft in favour of Union Bank of India and payable at Mumbai within 10 days from the date of receipt of "Work Order" from BANK.
8	Additional security Deposit	In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfillment of contract. Such ASD could be in the form of Demand

		Draft. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion
9	Defects Liability period	One year from the date of virtual completion of work.
10	Liquidated Damages	Liquidated damages @ 1.0 % of the contract amount per week of delay subject to maximum deduction of 10% of the contract amount.
11	Validity of offer	120 days from the date of opening of Price-bid
12	Value of Interim Certificate	Value not less than Rs.40.00 lakhs (Rs. Forty Lakhs only) or as decided by the Bank. No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances.

SCHEDULE OF EVENTS:

1	Date of availability of tender documents	From 29.12.2023 to 18.01.2024. Bank's Website: www.unionbankofindia.co.in Government Portal: www.eprocure.gov.in
2	Queries to be discussed in pre-bid meeting has to be sent to	maintenancehelpdesk@unionbankofindia.bank on or before 4.00 p.m. of 03.01.2024
3	Date of holding Pre-bid Meeting	Dt. 04.01.2024 at 11.00 a.m. Support Services Department, 7 th Floor Central Office, Vidhan Bhavan Marg, Nariman Point, Mumbai-400021.
4	Date for issue of addendum/ corrigendum, if any, to tender document as a consequence to the pre-bid meeting on Bank's website	Dt.06.01.2024 on bank's website & Government portal.
5	Mode of submission	The completed application forms duly signed and stamped be placed in a sealed envelope super-scribed as "TENDER FOR APPOINTMENT OF CONTRACTOR FOR CIVIL & PLUMBING WORKS INCLUDING EXTERIOR PAINTING WORKS AT UNION BANK OF INDIA, CS NO.360 OF VILE PARLE DIVISION, VILLAGE MAROL, OPP. SAGUN HOSPITAL, OLD MILITARY ROAD, ANDHERI EAST, MUMBAI-59". The envelope should be dropped in the Tender Box placed at the following address on or before 18.01.2024 at 3.00 PM: UNION BANK OF INDIA, CENTRAL OFFICE, MUMBAI SUPPORT SERVICES DEPARTMENT. 7 th FLOOR, UNION BANK BHAVAN, 239, VIDHAN BHAVAN MARG, NARIMAN POINT, MUMBAI.
6	Address for submission of EMD and cost of Complete Tender bid.	The Assistant General Manager, 7 th Floor, Support Services Department, Central Office, 239 Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021.
7	Last date & time for submission of Complete Tender bid.	Up to 03:00 PM on date 18.01.2024
8	Date and Time of opening of Technical Bid	Date : 18.01.2024 at 03:30 PM at Support Service Department, 7th floor of Central Office.
9	Date and Time of opening of Price Bid	Date & time of opening of Price Bid will be communicated separately to the technically qualified Bidders.

INSTRUCTIONS TO THE BIDDER:

1. The tender document can be downloaded from Bank's Website: www.unionbankofindia.co.in / Government Portal: www.eprocure.gov.in or obtained from 7th floor, Support Services Department, Union Bank of India, 239-Central Office, Nariman point, Mumbai on payment of tender fees amounting to Rs.1000/- (non-refundable) by way of pay order drawn from Commercial / Nationalize Bank in favour of "Union Bank of India" payable at Mumbai and should be submitted in original, duly stamped, and sealed in the same office.
2. The Item Rates under the contract include for full, final & entire completion of all works in all respects described in the tender document & as shown in drawings forming part of the contract. Contractor must quote Item Rates on estimated cost. Tenders will be opened by bank's Tender Opening Committee in the presence of contracting agencies or their authorized representatives on dated mentioned in NIT.
3. The tenders shall be submitted in two envelopes. The **Envelope No.1** shall be marked as **Technical Bid** and shall contain Technical Bid of the tender, EMD in the form of Demand Draft/ Pay Order drawn from Commercial / Nationalize Bank, Pre-qualification application in prescribed format and any relevant documents. **The envelope No. 2** shall be marked as **Price Bid**. All the above 2 envelopes to be put in **3rd envelope** super-scribing the tender subject before submitting.
4. **Envelope No-1** Will be opened on the due date of opening of the technical bid. **Envelope No. 2** of the contractors will be opened at later date (to be intimated subsequently) and of those whose prequalification application meets with eligibility criteria of the advertisement and the requirement of Tender fees, EMD and the terms/ conditions submitted, acceptance of technical bid, etc.
5. Tenders are to be submitted in one sealed envelope cover enclosing there-in the Envelope No.1 and Envelope No.2 duly super-scribed "**Tender for appointment of Contractor for civil & plumbing works including exterior painting works at Union Bank of India, CS No.360 of Vile Parle Division, Village Marol, Opp. Sagun Hospital, Old Military Road, Andheri East, Mumbai-59.**"
6. 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 dropped in a tender box kept at reception area at Ground floor, 239, Central Office, Union Bank of India, Vidhan Bhavan Marg, Nariman Point, Mumbai. **Delivery of the tender through courier/ post shall be avoided and any disputes arising thereof shall not be entertained.**
7. In case of postal delivery, the tenderer has to ensure that tender is reached before the due date and time and shall be 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.
8. 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. In case of any overwriting/ correction in quoted rates counter signature of contractor at the place of correction must be compulsory. Otherwise the tender of such applicants is liable to be rejected without assigning any reason.
9. 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.

10. 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 Item 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 up to two decimal places.
11. 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 Item of rate shall be legibly filled in ink in both figure and words.
12. 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.
13. Every page of the tender documents should be signed by the person or persons submitting the tender in 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.**
14. 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 unless otherwise uploaded as a date corrigendum.
15. The Bank 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.
16. 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.
17. Every tender shall be accompanied by earnest money of **Rs. 5,48,400/- (Rupees Five Lakh Forty Eight Thousand Four Hundred Only)** by way of Demand Draft/Pay Order drawn from Nationalized Bank only favoring UNION BANK OF INDIA, payable at Mumbai. Tender submitted without earnest money shall be summarily rejected. The contractor whose tender is accepted will have to deposit as security deposit of a **sum to make up 2% of the value of the accepted tender**. The security deposit will have to be made within 10 days from the date of work order failing which the Bank at its discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender.
18. The Earnest Money may be retained in the case of the successful tender 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 10 days from the date of acceptance of work order or withdrawal from bidding during bid validity period shall entail the forfeiture of the Earnest money Deposit. The Earnest money of unsuccessful tenderer will be released after issue of work order, without any interest.

19. Tender submitted without Tender Fees & EMD from Commercial / Nationalize Bank 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 Cheque will be accepted on account of EMD. Tenders submitted with the Cheque as EMD will be treated as incomplete and will be rejected.**
20. No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the price-bid.
21. The tender shall be signed and dated at all places provided therein. Also, all pages, drawings 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 may be rejected by Union Bank of India.
22. The time allowed for completion of works is **04 months** from the date of commencement of the work is reckoned from the tenth day from the date of Letter of Intent. Time shall be considered the essence of contract.
23. It shall be the responsibility of the contractor to arrange for water and electricity required for completing construction. If water is available with the Bank, the same will be supplied to the contractor by recovering 1% of the value of work done. However, contractor will have to make arrangement of pipeline for distributing water. Contractor to make own arrangement of electricity and pay tariff to the electricity board. In case the Bank is supplying electricity, the contractor will have to install separate energy meter and pay the charges as per its consumption.
24. The tenderer shall submit their tender after carefully examining the whole of the tender document and the terms and conditions of contract, the drawings and specifications, the schedule of quantities etc., and also after examining the site and conditions prevailing in and around site.
25. The Bank does not bind itself to accept the lowest of 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 all the tender without assigning any reasons whatsoever. The work may also be divided among the contracting agencies depending on the exigencies of the Bank.
26. Bank shall not be responsible for any expenses incurred by bidders in connection with the preparation and delivery of their bids, including expenses incurred during bidding.
27. Bids from consortium shall not be accepted. Telex / Telegraphic / Fax / Email bids shall not be accepted. Late/ Delay / post tenders shall be rejected and representative of such bidder shall not be allowed to attend the bid opening.
28. The Bank is not concerned with any rise or fall in the prices of materials and labour. The rates quoted shall include all costs, allowances, taxes including sales tax on works contract or any other charges including any enhanced labour rates etc. which may become effective for any reason including those due to acts of Government/ Statutory Bodies enacted from time to time by the State and or the Central Government. Under no circumstances, shall the Bank be held responsible for compensation or loss to the contractor due to any increase in the cost of labour or materials etc.
29. Contractor to coordinate in obtaining all statutory approvals and any other State and Central rules in force. Any expenses incurred in obtaining such approvals are deemed included in the rates quoted by the Contractors.

30. 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 validity period of 120 days.
31. The successful tenderer shall be bound to implement the Contract and mobilize and sign specified agreements within 10 days from the date of acceptance of work order.
32. Tenderer must include in their rates all taxes excluding GST. 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.
33. This contract shall be an 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.
34. 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.
35. No correspondence will be entertained in respect of this tender other than any clarifications strictly pertaining to this tender.
36. 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 anyone else should be made whether or not he submits the tender.
37. For electrical, sanitary, water supply and drainage work, tenderer must possess respective valid licenses from the competent authority of the area where the site is located.
38. Contractor should sign at the end of every page prior to submitting the tender.
39. The contractor shall be responsible for obtaining all the necessary statutory permissions for the same.
40. The Contractor to depute a full time Supervisor, who shall be a degree civil engineer with minimum 5 years' experience in managing similar projects. The contractor should submit the necessary credentials of such engineer to BANK for scrutiny & approval. Such engineer shall be deputed on the site full time for the full duration of the project & shall report daily to the concerned person in charge from BANK.
41. The minimum salary requirement to be considered for labourers must be following minimum wages act of Government of India.
42. If it is found that the work on site is being carried out in absence of such an engineer, the contractor shall be fined Rs 5,000/- per day for such non-compliance. If such non-compliance is observed more than 10 times, BANK reserves the authority to ask the contractor to cease work on the site & terminate the contract without any explanation whatsoever & the termination process as per the tender document shall follow.
43. **COMMERCIAL EVALUATION:** Only the technically qualified bidders (after satisfactory site visit reports as per bank's policy) who are successful will be asked to participate in commercial bid/price Bid opening. The indicative commercial bids of all the bidders found ineligible as per the requirements of this tender will not be opened and returned to them unopened against acknowledgement.
44. After opening of Commercial Bid, the lowest amount quoted by the bidder will be termed as L1 Bidder. The evaluation of the Commercial Bids will also be done by the tender evaluation

committee at Central Office. If L1 vendor refuses due to any reason, the Bank may contact L-2 or L-3 vendor and @ L-1 agreed rate may be accepted (Due to time constraint).

45. If any cartel formation is found during any stages of the tender process, the bank has every right to cancel all the offers of shortlisted vendors and will be debarred / expelled from applying from the tenders for Union Bank for a period of 3 years. The Bank's decision is final and binding.
46. The BANK reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so and any claim / correspondence shall be entertained in this regard.
47. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time. Please refer bank's website and Govt. portal for any other addendum/corrigendum till finalization of vendor is complete.

SUPPLEMENTARY CONDITION

INDEMNITY BOND:

On the acceptance of his tender, the contractor will be required to execute an Indemnity Bond within 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 and, against any damages, loss or expenses caused to bank and bank's any of articles, fixtures, fittings, infrastructure, due to or resulting from any negligence, misconduct or breach of duty on the part of the contractor, his subcontractors / assignees or his employees and agents, representatives 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.

The EMD/SD may be forfeited:

If the Bidder withdraws his Bid during the period of Bid validity specified in this RFP.

or

If the Bidder makes any statement or submit information which turns out to be false / incorrect at any time prior/post of issuing Purchase order.

or

If the Bidder fails to furnish security Deposits or is there any benefit of doubt of formation of cartel by bidders.

or

If the bidder backs out or do not accept the work order after being declared L-1 bidder.

or

In case of a successful Bidder, if the Bidder fails to sign/execute the contract in accordance with this RFP.

or

If a bidder refuses to accept the corrections of errors calculated in accordance with the provisions of the bidding documents, its bid shall be rejected and its EMD shall be forfeited.

INTEGRITY PACT (IP):

Vendors/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. Bids not accompanied with signed IP by the bidders shall be summarily rejected.

IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/ Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached in Annexure "A" for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

1. Dr. Meeran Chadha Borwankar, IPS (Retd.); Email: mcborwankar@gmail.com
2. Smt. Bhararathi Sivaswami Sihag, IAS (Retd.); Email: bsihag@hotmail.com

It may kindly be noted that all clarification/query/status with respect to tender may be forwarded to the following officer and not to IEMs except query related to Integrated Pact:

Mr./Ms. _____

Assistant General Manager,
Ph. No.: 022-22892573/78

Brief description of property:

Bank owned commercial building with a total built up area of 3103 Sq. mt. (33401 Sq. ft.) along with land admeasuring 2798.9 Smt. (30127 Sqft.) is situated at CS No. 360 of Vile Parle Division, Village Marol, Opp. Sugun Hospital, Old Military Road, Andheri (East), Mumbai.

The building is configured with Basement + Ground + 4 floors, with 1 No. of passengers lift. The building is proposed to be utilized for establishing administrative / back office.

Address of site: HCL Building, CS No. 360 of Vile Parle Division, Village Marol, Opp. Sugun Hospital, Old Military Road, Andheri (East), Mumbai.

Scope of Work:

The work consists of structural repair work of beams, columns, chajja, architectural bands and slab with application of micro-concreting or Polymer modified concrete or Polymer modified mortar along with application of rust preventer solution wherever required. External and internal painting work including crack repairing and complete/ partly repairs terrace water proofing if required. Tapping and identifying the damaged plaster and dismantling the same. Application of cement plaster of required thickness to old/ new surface at any height. Replacement and repairs of whole/ part of drainage, water supply pipelines of various sizes, toilet fittings & fixtures. Waterproofing of terrace floor, overhead water tanks and sump tank. Sheet roofing with erection of structural members over the terrace. It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. It includes liasoning with Statutory bodies for execution of work & disposal of garbage/ Mosquito/ noise control, as per the local statutory rules & also all documentation & registration with all statutory bodies, central/ state such as Insurances, Labour commissioner, etc. All work, during its progress and upon completion shall conform to the lines, elevations and grades as shown on the drawings furnished by the employer. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the Bank and to furnish and install such detail with Bank's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Eligibility / Mandatory Criteria: Bidder is required to fulfill the following criteria in order to participate in the bidding process. Bidders:

1. Must be registered with income tax authority.
2. Must be registered with GST authority.
3. Firm must be in business for the last 5 Years.
4. Should have submitted solvency certificate of 30% of estimated cost i.e., Rs.82,26,000/- (not older than 6 months from the date of advertisement)
5. Must have register office in the Greater Mumbai/ Navi Mumbai/ Thane
6. The bidder who has been awarded 3 or more works costing Rs. 100.00 Lacs & above per work towards repair/ renovation under Central Office, Union Bank of India and the present status of work is in progress are not eligible to participate in the present tender process.
7. Should have executed project of similar nature during last 7 years as follows:
 - a) Should have executed one similar work of 80% of estimated cost i.e. Rs.2,19,36,000/- OR
 - b) Should have executed two similar work of 50% of estimated cost i.e. Rs.1,37,10,000/- OR
 - c) Should have executed three similar works of 40% of estimated cost i.e. Rs.1,09,68,000/-
8. Firm should have made net profit at least in two years during last three financial years.

*Similar works means Structural renovation work including external painting works of RCC Building.

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:-

“Contract means the documents forming the tender and the acceptance there of and the formal agreement executed between Union Bank of India (client) and the contractor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the 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 ‘Bank’ shall mean Union Bank of India having its head office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-21 and includes the client’s representatives, successors and assigns.

1.1.2 ‘Site Engineer’ shall mean an Engineer appointed by the Contractor at site as their representative for day-to-day supervision of work.

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

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

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

1.1.6 Specifications shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the bank’s engineers in-charge.

1.1.7 “Month” means calendar month.

1.1.8 “Week” means seven consecutive days.

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

1.1.11 “Bank’s Engineer” shall mean The Civil / Electrical Engineer in-charge of the Project, as nominated by the Department.

1.1.12 The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the site Engineer and other contractors engaged in the execution of the project.

- I. Assistant General Manager, Support Services Department, who shall be the Chairman of the Committee.
- II. Bank’s Engineer (Civil) in-charge of the Project, as may be nominated by the AGM (SSD).....Members
- III. Concerned partner of the Contractor and their Resident Contractor....Member.
- IV. Project Manager OR Resident Engineer-in-charge of project of the Contractor...Member

and Secretary respectively.

CLAUSE

1 Total Security Deposit

Total Security deposit comprise of Earnest Money Deposit, Initial security deposit, Retention Money

a) Earnest Money Deposit-

The tenderer shall furnish EMD of Rs. 5,48,400/- in the form of Demand drawn in favour of Union Bank of India payable at Mumbai on any Commercial / Nationalized Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the Bank or after it is accepted by the Bank the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

b) Initial Security Deposit (ISD)

The amount of ISD shall be 2% of accepted value of tender in the form of DD drawn on any Commercial / Nationalized Bank and shall be deposited within 10 days from the date of acceptance of tender.

c) ADDITIONAL SECURITY DEPOSIT / PERFORMANCE GUARANTEE

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfillment of contract as performance guarantee. Such ASD could be in the form of DD / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

No interest shall be paid to the amount retained by the Bank as Security Deposit.

d) Retention Money:-

Besides the SD as deposited by the contractor in the above said manner, the Retention money shall be deducted from the running account bill at the rate of 8% of the value of work done by the contractor and claimed in each bill provided the total security deposit. The 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Bank. The balance 50% of the total security deposit 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. Language

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

3. Errors, omissions and discrepancies

a. 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.

- b. Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- c. 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.
- d. Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted:
- e. In case of difference between rates written in figures and words, the rate in words shall prevail.
- f. Between the duplicate/ subsequent copies of the tender, the original tender shall be taken as correct.

4. i) Letter of Acceptance:

Within the validity period of the tender the Bank shall issue a letter of acceptance otherwise depositing at 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 bind contract between the Bank and the Contractor.

ii) Contract Agreement:

On receipt of intimation of the acceptance of tender from the Bank the successful tenderer shall be bound to implement the contract and within **ten days there of shall sign an agreement in a non-judicial stamp paper of appropriate value.**

5. Ownership of drawings:

All drawings, specifications and copies thereof furnished by the Bank are the properties of the Bank. They are not to be used on other work.

6. Detailed drawings and instructions:

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

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 BANK.

7. Copies of agreement

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

8. Liquidated damages:

If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time and the Bank's Engineer certifies in writing that in his opinion, the same ought reasonably to have not been completed, the Contractor shall pay the Bank liquidated damages @ 1.0 % of the contract amount per week of delay subject to maximum deduction of 10% of the contract amount.

9. 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 behavior is found to be unsatisfactory by the Bank he shall be removed from the site immediately.

10. 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 Bank in writing. 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 Bank any legal actions arising there from.

11. 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 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 bank, the contractor shall be responsible for the same and shall his own expenses rectify such error, if so, required to satisfaction of the Bank.

12. Protection of works and property:

The contractor shall continuously maintain adequate protection. Of all his work from damage and shall protect the Bank's 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 25.0 at his own cost. The policy may be taken in joint names of the contractor and the Bank and the original policy may be lodged with the Bank.

13. Inspection of work:

The Bank 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 Bank and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the Bank 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.

14. Assignment and subletting

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 relive 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, 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.

15. Quality of materials, workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with bank's instructions and shall be subject from time to time to such tests as the bank's engineer may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour, and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the engineer-in-charge.

i) Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Bank. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the bank, the contractor shall proceed with the procurement and installation of the material / equipment. The approved samples shall be signed by the bank's engineer-in-charge for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The bank shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

ii) Cost of tests

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

17. 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 fulfillment of contract.

18. Contractor's superintendence

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

19. Quantities

i) 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. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provision sums, if any, shall be excluded.

20. Works to be measured.

The Bank's engineer may from time to time intimate to the contractor that he require the work to be measured and the contractor shall forthwith attend or send a quantity representative to assist the Bank's Engineer in taking such measurements and calculation 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 detail in the specifications. The representative of the bank shall take 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 the measurements recorded by the representative of the bank shall be final subject to any further query/ clarification from the bank. All authorized extra work, omissions and all variations made shall be included such measurement.

21. Variations

No alteration, omission or variation ordered in writing by the contractor vitiates the contract. In case the Bank thinks proper at any during the progress of works to make any alteration in, or additions to or omission from the works or any. alteration in the kind or quality of the materials to be used therein, the bank shall give notice thereof in writing to the contractor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such 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 bank and the value of such extras, alterations, additions or omissions shall in all cases be determined by the bank and the same shall be added to or deducted from the contract value, as the case maybe. Notwithstanding anything herein contained, the bank or his representative shall not, without prior concurrence in writing of the Bank, issue any instructions, verbal or in writing, the bank can get the work done up to an amount of Rs.10,000.00 (Rupees Ten thousand only) and all instruction issued to the contractor should forthwith be brought to the notice of the Bank. The contractor shall submit, a statement of variations giving rise quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by the Bank shall form a supplementary tender. The Bank shall not be liable for payment of such variations until these statements are sanctioned by the Bank.

22. Valuation of Variations

- i. No claim for an extra shall be allowed unless it shall have been executed under the concurrence of the Bank as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.
 - (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.
- ii. 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.

- iii. 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 bank 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 bank shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate or current PWD CSR/ MCGM SoR whichever is less.
- iv. 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 bank) the workman's name and materials employed be delivered for verifications to the bank at or before the end of the week following that in which the work has been executed.
- v. 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. Final measurement

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

24. Virtual Completion Certificate (VCC)

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

- 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, structure 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 Bank not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor the Bank and shall clear, level and dress, compact the site as required by the Bank.
- d) Shall put the Bank in undisputed custody and possession of the site and all land allot by the Bank.
- e) Shall hand over the work in a peaceful manner to the Bank.
- f) All defects / imperfections have been attended and rectified as pointed out by the Bank's Engineers to the full satisfaction of Bank.

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

This issuance of a VCC shall not be without prejudice to the Bank's rights and contractor liabilities under the contract including the contractor's liability for defects liability nor shall the issuance of VCC in respect of the works or work at any site be construction as a

waiver of any right or claim of the BANK against the contractor in respect of or work at the site and in respect of which the VCC has been issued.

25. Work by other agencies

The Bank reserves the rights to use premises and any portion the site for execution of any work not included in the scope of this contract which 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 Bank. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

26. Insurance of works

- a. Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the BANK and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the BANK and contractor are covered for the period stipulated in tender and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.
 - a) The Works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
 - b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
 - c) Such insurance shall be effected with an insurer and in terms approved by the Bank which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the bank the policy if insurance and the receipts for payment of the current premiums.

b. Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the BANK 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 any 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 BANK 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 BANK 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 the BANK, their employees, or agents or other employees, or agents or other contractors for the

damage or injury.

c. Contractor to indemnify Bank

The contractor shall indemnify the BANK against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the tender document.

The contractor shall fully indemnify and keep indemnified the bank against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent, 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 bank 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 bank 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 bank in this behalf.

d. Third Party Insurance

- i. Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of bank, or to any person, including any employee of the bank, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to the tender document.

ii. Minimum amount of Third-Party Insurance

Such insurance shall be affected with an insurer and in terms approved by the BANK which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the bank the policy or policies of insurance cover and receipts for payment of the current premiums.

- e. The minimum insurance cover for physical property, injury, and death is Rs.5 Lakh per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

f. Accident or Injury to workman:

- i. The BANK 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 BANK or their agents, or employees. The contractor shall indemnify and keep indemnified BANK 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.

ii. Insurance against accidents etc. to workmen

The contractor shall insure against such liability with an insurer approved by the bank during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the bank such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insured as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that BANK is indemnified under

the policy but the contractor shall require such sub-contractor to produce to the bank when such policy of insurance and the receipt for the payment of the current premium.

iii. Remedy on contractor's failure to insure.

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the BANK may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the BANK as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

iv. Without prejudice to the others' rights of the BANK against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damage's costs, charges, and other expenses paid by the BANK and which are payable by the contractors under this clause. The contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

27. Commencement of Works:

The date of commencement of the work will be reckoned as the date of ten days from the date of issue of work order by the BANK.

28. 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 4 calendar months from the date of commencement. 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.

29. Extension of time

If, in the opinion of the bank, the work be delayed for reasons beyond the control of the contractor, the contractor may submit a proposal with justifications to the bank 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 bank in writing at least 30 Days before the expiry of the schedule time and while applying for extension of time he shall furnish the reason in detail and his justification if an', for the delays. The contractor shall submit their recommendations to the Bank in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 8.0 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.

30. 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 Bank. Should the rate of progress of the work or any part thereof be at any time be in the opinion the Bank too slow to ensure the

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

31. 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 bank, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the bank. 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 bank at no extra cost to thebe.

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

32. No compensation or restrictions of work

If at any time after acceptance of the tender BANK 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 bank 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 site of 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 they 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 BANK 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 bank hall be final.

33. Suspension of work

- i) The contractor shall, on receipt of the order in writing of the bank (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 bank 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 the contractor, or
 - c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works the extent necessary and carry out the instructions given in that behalf by the bank.

- ii) 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.

34. 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 bank shall have the power to adopt any of the following course as they may deem best suited to the interest of the BANK:

- a) To rescind the contract (of which rescission notice in writing to the contractor by - bank shall be conclusive evidence) and in which case the security, deposit of the contractor shall be forfeited and be absolutely at the disposal of BANK.
- b) To employ labour paid by the Bank and to supply materials to carry out the work, or part of the work, debiting the contractor with the cost of the labour and materials cost of such labour and materials as worked out by the bank shall 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 certificate of bank as to the value of work done shall be final conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall 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 (The amount of which excess the certificates in writing of the bank shall final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by BANK 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 Bank 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 advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be 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 bank 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.

35. Bank'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 bank that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the bank.

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 Bank 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 BANK 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 BANK that the said materials were condemned and rejected by the bank 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 BANK's instructions to the contrary subject any part of the contract. Then and in any of 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 the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the BANK 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 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 complement and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the Bank 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 receive thereof by him the Bank sell the same by publication of notice, and after due notice publication, Bank shall, adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the BANK incidental to the sale of the materials etc.

36. Certificate of payment

The contractor shall be entitled under the certificates to be issued by the bank to the contractor within 10 working days from the date of certificate to payment from BANK from time to time. The BANK shall recover the statutory recovering other dues including the retention amount from the certificate of payment.

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

The bank shall have power to withhold the certificate if the work or in part thereof is not carried out to their satisfaction.

The bank may by any certificate make any corrections required previous certificate.

The BANK shall modify the certificate of payment.

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

The Contractor shall not submit interim bills when the approximate value of work done by him is less than Rs.40.00lakh.

The final bill may be submitted by contractor within a period of **one month** from the date of virtual completion and bank shall issue the certificate of payment within a period of two months. The BANK 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.

CERTIFICATE (to be issued by the Project engineer)

It is certified that various items of works claimed in the RA Bill by Contractor has been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully confirming to the standard and/or prescribed specifications and drawings. Quality and rates verified. The material supplied and work done conform tender specifications. We further certify that we have checked the measurement to the extent of 100 per cent of each item claimed in this bill. As net amount of Rs..... (Rupees) is recommended to be paid to the contractor making the total up to date payment of Rs.....
.....) Quality and rates verified. The material supplied and work done confirm with the tender specifications.

DATE :

SITE ENGINEER

The above certification shall be endorsed in the relevant Measurement Books also by the Contractor.

37. A. Settlement of Disputes and Arbitration

Wherever, in any of the documents forming part of the Contract, the Bank has been vested with the final powers, his decision, opinion, certificate or any other discretion shall be final conclusive and binding on the contractor and shall be without appeal. All other matters shall be subject to the right of arbitration.

All disputes or differences of any kind whatsoever save and except matters referred to in clause 1) arising out of or in connection with the Contract, whether during the progress of Work or after Completion and shall after written notice by either party to the contract to the other of them and to the Bank hereinafter mentioned be referred for adjudication to one mutual arbitrator or two Arbitrator, one each to be nominated by the Contractor and the Bank in case of disagreement between two parties, who shall thereafter appoint an Umpire. The provisions of Indian Arbitration and Conciliation Act 1996 shall apply for the purposes.

The Work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

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

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

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

be fixed by the Arbitrator in his sole discretion.

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

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

Subject to aforesaid the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

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

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

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

38. WATER SUPPLY

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following condition.

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the bank.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the bank is unsatisfactory.
- iii) In case contractor is permitted to use Bank's source of water i.e. Municipal connection, Bore well (existing or new) etc., the Bank may consider recovering @1% of contract amount form the final bill of contractor.

39. The contractor shall construct temporary well / tube well in Bank's land for taking water for construction purposes only after obtaining permission in writing from the BANK. The contractor must make his own arrangements for drawing and distributing the water at his own cost. He must make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He must obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the BANK without any compensation.

40. POWER SUPPLY

The contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose at his own cost, The cost of running and maintenance of the plants are to be included in his tender prices, He shall pay all fees and charges required, for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

In case contractor is permitted to use Bank's source i.e. Municipal connection, the Bank may consider recovering @1% of contract amount form the final bill of contractor.

41. TREASURE TROVE ETC.

Any treasure trove, coin or object antique which may be found on the site shall be the property of BANK and shall be handed over to the bank immediately.

42. 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 bank shall be final and binding on the contractor.

(i) The Contractor may from time to time intimate to the Bank that he requires works to be measured, and the contractor shall forth with attend or send a qualified agent to assist the bank in taking such measurements and calculations and to furnish all the particulars or to give all assistance required by any of them.

(ii) The Engineer will take measurement of the work jointly with the contractor and Contractor's engineer will enter the same in measurement books after certification from bank. Based on these measurements the contractor will raise the bill as per the prescribed format. Bank to verify the bill/measurement and issue certificate stating that the work completed is as per the specifications and the measurement claimed for the works are actually executed at site. This certificate shall be issued within 14 days after bill submission by the Contractor. The Bank will release bill amount within 21 days. If for some reason checking of the bill/ measurement is not completed, 75% of the bill amount at least shall be released within 21 days and the balance within 30 days.

(iii) Should the contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer or a person approved by him shall be final and binding on the contractors.

(iv) The contractor or his also supply without charge the requisite number of persons with means and materials necessary for the purpose of measurements or examinations at any time and from time to time of the work or counting weighting of the materials, etc.

(v) All authorized extra works, omissions and all variations made without the bank's knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Bank) shall be included in such measurement.

(vi) Measurements shall be recorded as per IS 1200 mode measurement and in metric system. Measurement shall be recorded in 100 pages bounded measurement book to be supplied by Union Bank of India. Such measurement shall be recorded by the Contractor's Engineer & checked by Bank's officer. M.B. shall be kept in the custody of the Contractor / Bank.

43. MAINTENANCE OF REGISTERS

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

- I) Register for secured advance
- ii) Register for hindrance to work
- iii) Register for running account bill
- iv) Register for labour

44. FORCE MAJEURE

- a. Neither contractor nor BANK shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents 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.

- b. As soon as the cause of force majeure has been removed the party whose ability 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.
- c. 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 caused itself and inability resulting there from having been removed, the agreed time completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.
- d. Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 6 months or more the two parties, shall consult each other to decide regarding the future execution of this agreement.

45. LOCAL LAWS, ACTS REGULATIONS:

The contractor shall strictly adhere to all prevailing labour laws inclusive at contract labour (regulation and abolition act of 1970) and other safety regulations. The contractors should comply with the provision of all labour legislation including the latest requirements of 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 1 963 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.
- XI. Prevailing Indian Electricity Rules & Act.

46. 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 bank. 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.

47. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfactions of the Bank all defects, shrinkage, settlements or other faults, which may appear within 12 months after virtual completion of work. In default the Bank may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental there to shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank, in lieu of such amending and making good by the contractor, deduct from any amount due to the contractor, a sum equivalent

to the cost of amending such work and in the event of the amount retained being insufficient, recover that from the contractor from the amount retained as retention money together with any expenses the Bank may have incurred in connection therewith.

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’s Engineer 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 if the bank shall certify in writing that the contractor:

Has abandoned the Contract, or

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

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

Has failed to remove materials from the Site or to pull down and replace work within seven days after receiving from the Bank’s Engineer written notice that the said materials or work were condemned and rejected by the Bank’s Engineer 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 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 Bank 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 Bank’s Engineer 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.

Photographs:

The Contractor shall at his own expense supply to the Bank with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one months during the progress of the work or at every important stage of construction.

In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with each Running Bill for the project clearing showing major progress of work measured and claimed therein failing which the Bank may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

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 properly 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

ix. 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.

x. Demolition

a. Before any demolition work is commenced and also during the process of the work:

b. All roads and open areas adjacent to the work site shall either be closed or suitably protected.

c. 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.

d. 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.

xi. Personal Safety Equipment

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 equipment 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.

xii. 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.

SPECIAL CONDITIONS:

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 drawings and/or 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 drawings or between the schedule of quantities and/or drawings and or drawings 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.
- g. The amending and making good of any defects under clauses 19 hereof and those arising during the maintenance/ defect liability period.

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 by the Bank, such shall be deemed to be Bank instructions within the scope of the Contract.

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 as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Bank might be deemed to have reasonably been inferred to be so existing before commencement of work.

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.

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

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, considering 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.

CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of quantities and Specification taken together whether the same may or may not be particularly shown or described therein provided that the same can be reasonably be inferred there from, and if the contractor finds any discrepancies therein, he shall immediately and in writings, refer the same to the Bank whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out of the works at his own cost. The Bank shall on account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

- (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 equipment and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, 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.
- (iii) The Contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the Bank shall otherwise direct.
- (iv) The contractor shall at all times give access to workers employed by the Bank or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the Bank as any be required to enable such workman to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above-mentioned contingent works.

AUTHORITIES NOTICES AND PATENTS

The contractor shall confirm to the provisions of any Act of the legislature relating to the works, and to regulations and bye-laws of any authority, and or any water electric supply and other companies and/or authorities with and whose the systems the structures is proposed to be connected, and shall, before making any variations from the drawing or specifications that may be associated to so confirming, give to the BANK written notice, specifying the variations proposed to be made and the reason for making it and apply for instructions thereon. In case the contractor shall not within ten days receive such instructions, he shall proceed with the work confirming to the provisions, regulations, or byelaws in questions, and variations so necessitated shall be dealt with under clause 13 hereof.

The contractor shall bring to the attention of the Bank all notices required by the said Acts, regulations or bye-law to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the said work, and lodge the receipt with the Bank.

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

CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to place provided by him.

The contractor shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power-driven pumps and other plant to the satisfaction of the Bank for the purpose, until the building is handed over to the Bank. The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Bank and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS:

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

The contractor shall have to carry out test on materials and workmanship in approved materials testing laboratories or as prescribed by the Bank at own cost to prove the materials quality and test sample, confirm to the relevant I.S. Standard or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting testing etc. shall have to borne by the contractors. **No extra payment on this account should in any case be entertained.**

All the materials (except where otherwise described) store and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charges for import duties, sales tax, octroi and other charges and must be the best of their kind available and the contractors/must be entirely responsible for the proper and efficient carrying out the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the Bank when so directed by the Engineer and written approval from Bank must be obtained prior to placement of order.

The Contractor shall set up a field laboratory with necessary equipment for day to day testing of material like sand, brick, aggregate etc.

INCLEMENT WEATHER

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

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes. The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to window, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTIONS:

All materials and workmanship shall so far as procurable be of the respective kinds described in the schedule of quantities and/ or specifications and in accordance with the Bank's instructions, and the contractor shall upon the request of the Bank furnish him with all invoices, accounts, receipts and other vouchers 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 Bank's Engineer may require from Government approved laboratories.

CONTRACTOR'S REPRESENTATIVE ON THE WORKS.

The contractor shall give all the necessary personal superintendence during the execution of the works, and as long thereafter as the Bank may consider necessary until the expiration of the defects liability period stated in the Appendix hereto. The contractor shall also during the whole time the works are in progress employ;

a) An experienced qualified Civil Engineers (1 Nos., Graduate Engineer having experience of 5 years or more in field execution works + 1 diploma holder having experience of 7 years) as required who shall be in constantly attendance at work while the men are at work.) Any directions, explanations, instructions, or notices given by the Bank to such representative shall be held to be given to the contractor.

For non-compliance an amount of Rs.20,000/- per month per Engineer shall be deducted from the contractor for the period required engineers are not provided. However, deduction of payment shall not exonerate contractor for his responsibility for executing quality work.

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.

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.

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 is 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.

ACCESS TO WORK

The Bank and their responsible representative shall at all reasonable times have free access to the works and/ or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained the contractor shall give every facility to the Bank, necessary for inspection and examination and test of the materials and the workmanship. No. persons not authorized by the Bank except the representatives of Public Authorities shall be allowed on the works at any time.

PROCEDURE FOR MEASUREMENT AND BILLING OF WORK IN PROGRESS:

a. Advance against materials brought at Site:

Contractor may not be allowed Secured advance on security for materials brought to site under any circumstances.

b. Running Account Payments to be regarded as Advances:

All running account payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and accepted and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or effect in any way the powers of the Bank under these conditions or any of them as to the powers of the Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary/affect the contract. The final bill shall be submitted by the contractor within two months of the date fixed for completion of the work; otherwise the Bank's Engineer certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties. Interim Bill value to be minimum of **Rs.40.00 Lakhs**.

COMPLETION CERTIFICATE

(i) APPLICATION FOR COMPLETION CERTIFICATE

The Bank's Engineer shall normally issue to the contractor the completion certificate within one month after receiving, an application thereof from the contractor and after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawing and contract documents.

The contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him under the terms of contract.

(ii) Completion Certificate

Within one month of the completion of the work in all respects, the Contractor shall be furnished with a certificate by the Bank's Engineer of such completion but no certificate shall be given nor shall the work be deemed to have been completed until all scaffolding, surplus materials and rubbish is cleared of the site completely. The work will not be considered as complete and taken over by the Bank, until all the temporary works, labour

and staff colonies etc., constructed, are removed and the works site cleared to the satisfaction of the Bank.

If the Contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Bank may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean up the site and the contractor shall forthwith pay the employer for all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except of any sum actually realized by the sale thereof.

(iii) CERTIFICATE (to be issued by the Bank's Engineer)

It is certified that various items of works claimed in the RA Bill by Contractor has been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully confirming to the standard and/or prescribed specifications and drawings. Quality and rates verified. The material supplied and work done conform tender specifications. We further certify that we have checked the measurement to the extent of 100 per cent of each item claimed in this bill. As net amount of Rs..... (Rupees) is recommended to be paid to the contractor making the total up to date payment of Rs.....

(Rs.)

Quality and rates verified. The material supplied and work done confirm with the tender specifications.

DATE : **BANK'S ENGINEER**

The above certification shall be endorsed in the relevant Measurement Books also by the Bank's Engineer.

iv. FORMAT FOR RUNNING BILL

ON LETTER HEAD OF CONTRACTOR

Running Bill No.

Tender Amount Rs.

Value of work done Rs.

Less rebate (-) Rs.

Net Value of work done Rs.

Extra variation items after settlement @100% Rs.

Extra variation items without settlement @75% Rs.

Total _____

Add : Cost of material on site @ 75% Rs.

Total payable Rs.

Deductions

- 1. Retention money Rs.
- 2. Recovery of advance if any Rs.
- 3. Income-tax Rs.
- 4. Any other Rs.
- 5. Total bill paid till last bill Rs.

Total deductions Rs.

Net payable Rs.

Amount certified for payment Rs.

Note: This page shall be signed and stamped by the Site Engineer, Contractor and Bank's Engineer.

V. FORMAT FOR SECURED ADVANCE

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

Sno.	Name of the supplier	Quantity	Unit	Amount	Remarks
1	2	3	4	5	6
Face value of Materials at site					
Secured Advance % of above value.					

Date

Signature of Site Engineer
Preparing the bill.

Date

Signature of Bank's
Bank's Engineer

Date

Signature of the Contractor

Vi. FORMAT FOR RUNNING BILL (To be submitted by the contractor)

I	Name of the Contractor / Agency	:	
II	Name of the Work	:	
III	Sr.No. of the Bill	:	
IV	Sr.No. of the Previous Bill	:	
V	Reference to Agreement No.	:	
VI	Date of written order to commence	:	
VII	Date of Completion as per Agreement	:	
VIII	Date of Measurements	:	
XI	Present status of work	:	

Sr	Items Description	Unit	Rate	Qty. as per measurement	Tender Amount Rs.
1	2	3	4	5	6

Up to previous RA Bill		Up to date gross		Present bill		remark
Qty	Amt.	Qty.	Amt.	Qty.	Amt.	
7	8	9	10	11	12	13

Note:

1. If part rate is allowed for any item, it should be indicated with reasons for the allowing such a rate.
2. If adhoc payment is made, it should be mentioned specially.
3. Consumption of Cement/Steel statement to be submitted along with each R.A. Bills.

ENGINEER

The Bank shall have power to give notice to the contractor or to his representative, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Bank is obtained. The work will be from time to time be examined by the Bank's Engineer, but such examination shall not in any way exonerate the contractor from the obligations to remedy any defects which may be found to exist at any stage of the works or after the same is complete. Subject to the limitations of this clause, the contractor shall take instructions only from the Bank.

33. DUTIES OF ENGINEER

- i. To make a thorough study of contract documents, Architectural/Structural drawings and other details so as to bring out ambiguities/discrepancies between them and to obtain clarification from the Competent Authority well in time to avoid delays.
- ii. To render a certificate to the Competent Authority to the effect that he has studied the contract documents, drawings and specifications.
- iii. To approve the centerline layout of building pegged out on site by the contractor and the benches for ground floor and other levels.
- iv. To take charge of objects of value and antiquity found on site or in excavations, immediately, after their discovery, to hold them in safe custody and to hand them over to the Competent Authority of the Bank for further action.
- v. To approve the foundation strata when the appropriate depth of excavation is reached in consultation with the Bank's Engineer.
- vi. To ensure that the quality of materials and workmanship as laid down in the contract is maintained and the accuracy of dimension shown on drawings is attained in the construction.
- vii. To watch the validity of the building permission issued by the Local Authority and to ensure that the revalidation, if necessary, is obtained well in time.
- viii. To arrange periodical reconciliation of cement and steel account and ensure that proper recoveries are effected from contractor's running account bills.
- ix. To maintain the undernoted records at the site of work, in addition to normal routine requirements of an office:
 - a. Daily Progress Record
 - b. Work Site Order Book.
 - c. Instruction by Bank's Officers.
 - d. Cement Statement (Receipt/Consumption/Balance).
 - e. Steel Register/any other costly Material Register.
 - f. Contract Pour Reports including Slump Test Record.
 - g. Concrete Cube Test Register.
 - h. Test Registers of other materials/fittings, fixtures, equipment as stipulated in the tender.
 - i. Register of Drawings and Working Details.
 - j. Log Book of Defects.
 - k. The Site Engineer should maintain in a Hindrance Register giving details of commencement and removal of each hindrance.
 - l. Dismantled Materials Account Register.
 - m. Supply and consumption register of scarce/costly materials like bitumen, lead, laminates, special paints etc.
 - n. Record of cement used/received: Day to day record of cement used/received shall be entered in the register and signed by the Site Engineer of the Bank as well as contractor's representative at site.
 - o. Record of reinforcement bars received at site: Necessary entry for reinforcement bars of each category shall be made in the register for steel and signed by the site engineer of Bank and the contractor daily.
 - p. To study the quality of approved coarse and fine aggregate and get the design of the concrete mix in accordance with modern practice. The Site Engineer shall ensure that the mix design for RCC work shall be carried out by the Bank's Engineer, if applicable.

- q. To record measurements of completed work jointly with the Contractor and to process them in running account bills.
- r. To receive running account bills from the contractor and to forward them after checking, to the Competent Authority with his comments and recommendations and accompanied by all supporting documents.
- s. To submit to the Competent Authority the Progress Report fortnightly.
- t. To watch that the concerned contract does not lapse for want of extension of time. Therefore, to keep it alive and in operation from point of consideration that "Time is the essence of contract".
- u. To ensure that progress on every contract is in accordance with the appropriate stage of its Time and Progress Chart.
- v. To prevent contractor from proceeding with any work on which the contractor has got intentions of raising claims of extra/deviated items, until the Competent Authority approves the work to continue.
- w. To receive the Final Bill from the contractor, to check it, and forward it with his comments and recommendations to the Competent Authority with all the supporting documents duly attached.
- x. To submit the final summary of costs for the project to the Competent Authority.
- y. To submit the Competent Authority authentic information on and the under noted records pertaining to the completed work in order to enable the Competent Authority to finalize them in the due course:
 - x) Record i.e. as completed drawings.
 - xi) Record of Standard Measurements for periodical services.
 - xii) Inventory of fittings and fixtures.

To hand over to the Competent Authority a "first draft" of "A Note of Comprehensive Information to the User" containing detailed instructions on how to use and maintain the completed building to the best advantage of the Bank.

PRICES FOR EXTRAS ETC. ASCERTAINMENT OF NON-TENDER ITEMS

The contractor may, when authorized, and shall, when directed in written by the Bank, add to, omit from, or vary the works shown upon the drawings, or described in the specification or included in the schedule of quantities, but contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank shall, if confirmed by them in written seven days, be deemed to have been given in writing.

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 original tender shall determine the valuations of the extra tender 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 therein.
 - (ii) Rates for all items, wherever possible, should be derived out of the rates given in the priced schedule of quantities.
- (b)** The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause C hereof.
- (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 of works are carried out or if the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Bank the net rate or price contained in the priced schedule of quantities or tender or for any item of the works

involves loss or expense beyond that reasonably contemplated by the contractor or is by reason unreasonable or inapplicable, the Bank shall fix such other rate or price as in the circumstances he shall feel reasonable and proper, with the prior approval in writing of the employer.

- (d) Where extra work cannot be properly measured or valued the contractor shall be allowed days work prices as the priced schedule of quantities 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 Bank, the workman's name) and materials employed to be delivered for verification to the Bank, at or before the end of the week following that in which the work has been executed.

Actual cost of materials	.....	Rs.
Add for Labour charges	.....	Rs.
Add for Taxes, Transportation, If any.	.....	Rs.
Add for Wastage of Materials (Upper Limit 5% wherever applicable).....		Rs.
Add for water and electricity Charges if any required, upper limit 2% of basic cost of materials.	.....	Rs.
Add for 15% towards contractor's overheads and profit.	.....	Rs.
Final rate arrived.		Rs.

UNFIXED MATERIALS WHEN TAKEN INTO ACCOUNT TO BE THE PROPERTY OF THE BANK

Where in any certificate (of which the contractor has received payment), the Bank has included the value of any unfixed materials intended for and/or placed on adjacent to the works, such materials shall become the property of the Bank and they shall not be removed except for use upon the works, without the written authority of the Bank. The contractor shall be liable for any loss of or damages to such materials.

REMOVAL OF IMPROPER WORKS

The Bank shall, during the progress of the works, have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in order, of any materials which in the opinion of the Bank are not in accordance with the specifications or the instructions, the substitution of proper materials, the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specification instruction and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of the contractor to carry such order, the Bank shall have the power to employ and pay other persons to carry out the same and all expenses consequent thereon, or incidental thereto, shall be deducted by the Bank from any money due or that may become due, to the contractor.

No certificate, which may have been issued by the Bank, shall relieve the contractor from his liability in respect of unsound work of bad materials.

CONCEALED WORK:

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

NOMINATED SUB-CONTRACTORS

All specialist, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Bank are hereby declared to be Sub-Contractors employed by the Contractors and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or who will not enter into a Contract providing: -

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

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 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 Bank. In default of the Contractor insuring as provided above, the Bank, 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 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 up to 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.

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.

TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS & SITE OFFICE REQUIREMENTS

- i) The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.
- ii) All drawings maintained on the site are to be carefully mounted on Boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants and other insects.
- lii) The contractor shall provide at his own cost all artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specified time.
- iv) The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights, etc. required.
- v) The contractor shall arrange for temporary washrooms for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.
- vi) Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction and all receptacles, cisterns, water tanks, etc., used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Employer against any breach of rules in respect of anti-malarial measures.
- vii) The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Bank.

PROTECTIVE MEASURES

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

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

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

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

Cement godown shall be constructed for storing about six weeks' requirement of cement and stored as per norms with a stack of 10 bags each and 2 feet opening all around with 2 feet passage of each stack. Structure shall be water-proof from all the sides and top. Cement should be stored one feet above the ground level and have pucca raised floor.

So also reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

Tools: Theodolite levels, prismatic compass, chain, steel and metallic taps and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the site engineer.

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

The mestaries and the supervisors on the works shall carry with them always a one meter or two meter steel tape, a measuring tape of 30 meters, a spirit level, a plum bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

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

RIGHT OF TECHNICAL SCRUTINY OF FINAL BILL

The Bank shall have right to cause a technical examination of the works and the final bill of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Bank to recover the sum. The Bank reserves the right to alter / reduce amount certified by Bank, if noticed that certification is not proper.

The subject work will be scrutinized by the Chief Technical Examiner's Office, a technical wing of Central Vigilance Commission and other Vigilance and Audit Authorities of the Bank. Decision of this Authority shall be binding on the contractor. Any discrepancy noted defected shall be rectified by the contractor free of cost or appropriate amount will be recovered from the contractor's payment.

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.

ABANDONMENT OF WORKS:

If at any time after the acceptance of the Tender, the Bank 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.

RETURN OF SURPLUS MATERIALS:

Notwithstanding anything to the contrary contained in any or all the clauses of this contract, where any material for the execution of the contract is procured with the assistance of the Bank by purchase made under orders or permits or licenses issued by the Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the prior written permission of the Bank, if required by the Bank, at the price to be determined by the Bank having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of Sales Tax, Octroi Duty and other such levies paid by the contractor in respect thereof. In event of the breach of the aforesaid condition, the contractor shall, in addition to being liable to action for contravention of the terms of license or permit and /or criminal breach of trust, be liable to Bank for all such moneys, advantage or profits resulting or which in the usual course would have resulted to him by reason of such breach.

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.

Office accommodation for Site Engineer.

The contractor shall provide, erect, and maintain at his cost a separate simple watertight office accommodation for the Site engineer/ PMC. This accommodation shall be well lighted and ventilated and provided with windows, door with lock. The site engineer's / PMC office shall be minimum of 150 Sq.Ft. and the contractor shall provide a desk, chairs, drawers, for keeping drawing, a cupboard having proper lock and a tack board for displaying drawings. The accommodation shall be demolished when directed. The contractor has to provide one peon for the said office who shall keep the office neat and tidy. The contractor shall also make arrangement for toilet facilities and drinking water. The office shall be provided with fan / air-cooler / air-condition as required.

Security arrangement at Site

Upon taking possession of the site, the contractor shall make arrangement of security by posting required number of security guards and flood light arrangement.

LIST OF REQUIRED TESTS

MATERIALS	TEST	TEST ROCEDURE	MINIMUM QUANTITY	FREQUENCY
1	2	3	4	5
Lime	Chemical and Physical Properties of lime	IS-6932	15 Mt.	10 mt or part thereof
Sand	a) Silt Content	Field	40 Cu.M.	40 Cu.M. or part thereof
	b) Bulking	Field	40 Cu.M.	50 Cu.M. or part thereof
	c) Particle size distribution	Field	80 Cu.M.	Every Cu.M. required in R.C.C. Work
Stone Aggregate	Particle size distribution		135 Cu.M.	Every 135 Cu.M. or part thereof for R.C.C. work. For rest of work as desired.
Cement	- Setting time - Strength - Soundness	IS-269 and other applicable I.S.		Every batch of Consignment and as directed wherever there is a change of source.
Cement Concrete or R.C.C.	1. Slump			Once a day or as desired.
	2. Cube strength		20 Cu.M. in slab beams & connected columns 5 Cu.m.in column.	Every 20 Cu.M. of a day's concrete. Every 5 Cum. In column concrete.
Bricks	1. Water absorption & Efflorescence		Designation-35	One test for each source of manufacture.
	2. Compressive strength		Designation-35	1,00,000 or part thereof. Two test for 1 st lot of 1,00,000& One test later for every 2,00,000 & part thereof.
Timber	Moisture		1 Cu.M.	Every three Cu.M. & part thereof.
Aluminum doors or Windows fitting	Thickness of anodic coating	IS-5523	Rs.5000.00	Rs. 10000 or part thereof.
Mortice Locks	Testing of springs		50 os.	100 or part thereof.
Steel	a)Tensile Strength	IS-1529	20 ton	Every 20 Tonne or part thereof.
	b) Bend strength		-----do-----	-----do-----
Marble/Mosaic/ Terrazzo Tiles	1) Transverse strength	IS-1237	10000 tiles	10000 tiles or part thereof
	2) Water	-----do-----	-----do-----	-----do-----

	absorption			
	3) Abrasion test	-----do-----	-----do-----	-----do-----
White glazed tiles	1) Water absorption	IS_777	10000 tiles	10000 tiles or part thereof
	2) Craxing		-----do-----	-----do-----
	3) Impact		-----do-----	-----do-----
Flush door	1) End Immersion		IS-2202	Destructive tests no.
	2) Knife			No. of shutters
	3) Adhesion		22-65	1
			66-100	2
			101-180	2
			181-300	3
			301-500	4
			501-above	5

- Cost of testing and transport will be borne by contractors.
- Any other materials will be tested by contractors at his own cost as per the instruction of Bank from time to time.
- Frequency stated above is minimum and the Contractor may have to test materials with any frequency or as instructed by Bank without any cost.

If after any such test the work or portion of works is found in the opinion of the Bank's Engineer to be defective or unsound, the contractor shall pull down and re-do the same at his own cost. Defective materials shall immediately be removed from the site.

List of Material of Approved Maker/Brands:

The contractor shall quote for the best of the materials specified below with ISI mark wherever applicable. The contractor shall obtain prior approval from the Bank before placing order for the specific materials agencies. In case of non-availability of any of the approved/ specified materials/ agency. During the execution of the work, the Bank may approve suitable equivalent brand/agency and his decision shall be final and binding on the contractor and the price variations. If any, shall be adjusted accordingly.

S. No	Materials	Manufacturers
1.	Gyp. Board	India Gypsum
2.	Metal ceiling	Luxelon, Superseal, Trident, Armstrong
3.	Screws	GKW / Mettle Fold
4.	Brass hinges	Reliance / Punit Heavy Duty
5.	Hardware	Shalimar, Everite / Reliance (Brass Powder Coated)
6.	Door lock / handles	4-C Acme, Golden, Godrej, Ultra
7.	Veneer	Anchor / Uro / Durian / Century
8.	Adhesives	Fevicol (Sh), Mowicoll, Mahacol, Araldite
9.	Wood preservatives	Woodguard, Pci, Black Japan
10.	Door closure	Yale / Efficient Gazets, Everite Hyper
11.	Glass	Modi / Triveni / Hindustan Palington / Asahi / Saint Gobain
12.	Glass tinted	Same As Above.
13.	Melamine Polish	Asian Paint, MRF, Nerolac, French / Zinc Oxide
14.	Paint	Burger, Nerolac, Asian Paint.
15.	Vitrified tiles	Orient Bell / Johnson & Johnson / Kajaria/ Nitco/ Somani
16.	Ceramic tiles(Non-Skid)	Orient Bell / Johnson & Johnson / Kajaria/ Nitco/ Somani
17.	Alu. Door & window sections	Ajit India / Jindal / Indal / Bhansali
18.	Floor springs	Everite / Hemco / Hyper
19.	Wood preservative	Asian Paint / British Paint
20.	Grey Cement (43 or 53 Grade) White Cement Putty	A.C.C, L&T, Ambuja, Jaypee, Birla White, J.K. Birla White Putty
21.	Sun control film	Garware

22.	Stainless steel sink	Nirali / Diamond
23.	Carpet	Hitkari / Modi / Trans Asia
24.	Rubber foam	34 Density Mm Foam
25.	WC seat cover	Hindware/Jaquar/Cera
26.	Toilet paper holder	Parryware / Hindustan / Hindware/Jaquar
27.	Steel (Thermo Mechanically Treated Steel) High strength deformed bars or mild steel reinforcement	Tata, Sail, Rinl
28.	Clay Bricks, AAC blocks	Good Quality Locally Available Material Approved By Bank, Siporex
29.	Pressed Steel frames for Doors	Fabricated P.S. Frames Approved By Bank
30.	Pressed Steel frames for Aluminium- Windows, Ventilators.	Indal / Jindal Of 25 Microns Approved By Bank
31.	Flush Door Shutters	Century/ Anchor / Archid / Green / Samrat / Kenwood ,Signature
32.	Aluminum Hardware/fittings	Argent / Classic / Shalimar
33.	Brass Mortice Locks & Latches	Godrej
34.	Latches with Internal locks	Godrej / Ultra
35.	Floor Type Hydraulic door closer (Floor spring)	Everite / Hypper / Hemco
36.	Aluminum door, window and ventilator sections.	Jindal / Indal / Hindalco
37.	Water proofing material / compound.	Dr. Fixit, Mcon, Sunanda, Krishna Chem
38.	Glazed Tiles	Johnson & Johnson / Kajaria/ Nitco/ Somani/ Aka
39.	Cement Concrete (Chequered) Tiles	Nitco / Bharat
40.	Glass Mosaic Tiles	Italia
41.	Inhibition coat	Dr. Fixit, Mcon, Sunanda, Krishna Chem
42.	Bond coat	Dr. Fixit, Mcon, Sunanda, Krishna Chem
43.	Ready-mix Polymer	Dr. Fixit, Mcon, Sunanda, Krishna Chem
44.	Plasticizing & water proofing property	Dr. Fixit, Mcon, Sunanda, Krishna Chem
45.	Plasticizer & protection & controls of corrosion admixture	Dr. Fixit, Mcon, Sunanda, Krishna Chem
46.	Guniting aid	Dr. Fixit, Mcon, Sunanda, Krishna Chem

47.	Curing Compound	Dr. Fixit, Mcon, Sunanda, Krishna Chem
48.	Crack filling/P.U Sealent & waterproofing compound.	Dr. Fixit, Mcon, Sunanda, Krishna Chem
49.	Polymer modified w/p Grout for Injection.	Dr. Fixit, Choksey Chemicals Pvt. Ltd, Fosroc, Sunanda, Krishna Chem, Mcon.
50.	Micro Concrete	Ultra-Tech, ACC, ACOLITE Dr. Fixit, MCON,
51.	Ready-mix Plaster	Ultra-Tech, Kaineria Plast, MCON RASAYAN.
52.	Synthetic Enamel Paint	Asian / Berger/I.C.I. Dulux
53.	Oil Bound Distemper	Asian / Berger / I.C.I. Dulux
54.	Plastic Paint	Asian / Berger / I.C.I. Dulux

PLUMBING WORK

S.No	Materials	Manufacturers
1.	Vitreous china sanitary ware (ISI mark)	Hindustan Sanitary Ware/ Parryware/ Cera/ Hindware/Jaquar.
2.	Seats & Covers solid (W.C.)	Commander/ Admiral/ Supreme / Parryware/ Cera/ Hindware/Jaquar.
3.	PVC Low level flushing cisterns	Commander / Parryware / Hindustan / Parryware/ Cera/ Hindware/Jaquar.
4.	C P Fittings / Toilet Accessories ISI Marked	Jaquar / Aquel / ESS ESS / Marc/ Parryware/ Cera/ Hindware/Jaquar.
5.	UPVC Pipes (S/W/R Pipes)	Astral / Supreme / Finolex / Prince
6.	Centrifugal cast CI Pipes & Fittings	RIF / Neco
7.	G.I. Pipes (B-Class)	ITC / Tata / Zenith
8.	G.I. Fittings (ISI Brand)	Unik / AMCO
9.	Gunmetal valves (Full way, check and globe valves)	Leader / Zoloto (with ISI mark) / Sant
10	S.W. Pipes / Fittings & Gully traps	Perfect / Tirmurti / Bharat
11	Ball valves	Voltec / Zoloto
12	Stainless steel sinks	Nirali / Neelkanth
13	HDPE Tanks	Sintex / Polycon / Unitank
14	Mirrors	Modiguard
15	C.I. Manhole Cover	RIF / BIC / Neco
16	Concrete Man holes SFRC	CICO
17	Hydropneumatic Systems	GrundFos / Crompton
18	Water lifting Pump	GrundFos / Crompton
19	Submersible Pump	GrundFos / Crompton
20	Chemical Doser	Asia Lmi / Prominent / Ion Exchange
21	Pressure Gauge	H. Guru
22	Level Indicator	RM Approved Make
23	Air Relief Valves	RB / Zolto
24	Water Meter	Dasmesh / Capstain / Kaycee
25	PVC Encapsulated footrest.	KGM approved make

26	C.I. Sluice valves	Kirloskar, Leader with ISI mark on the boAsst.
27	A.C. Pipes	Everest Ramco
28	R.C.C. Pipes	Indian Hume pipe
29	Brass & Gun metal globe, gate valves, feet valves	Leader NETA with ISI marking on the boAsst.
30	Sanitary Fixture	Hindware / Parryware / Cera
31	Storage Heaters	Recol, Spherohot
32	Fire Hydrant	Approved by local fire Bridges Authority
33	Sand cast soil pipes and fittings	NECO sand cast / B.I.C.
34	Bracket supports	Hi-tech/MS brackets as per drawings
35	Towel rail / ring	Jaquar / ESS ESS
36	Connection pipe-PVC	Kohinoor/Viking
37	Butterfly valve	Intervolve
38	PVC Fittings (Moulded)	Clarion / Finolex / Prince
39	Non-return valve	Intervolve
40	UV filter	Alfa-level
41	Stainless Steel	Salem Steel
42	Marble Mosaic Tiles	Nitco / Bharat / Himalayan
43	Fire Door	RDG / Shakti / Metdor
44	RCC pipe	Indian Hume Pipe Co. / Spun Pipe Co.
45	Stoneware Pipe and fittings	Trimurti / Perfect Potters / Bharat

*Before commencement of works, the Contractor has to submit the list of all the approved materials to be used at site and only on approval from the Bank's Engineers the same shall be fixed/ installed at site.

In case of non-availability of approved make in market, any equivalent make has to be got approved by the Bank's Engineers prior to placing the order.

LIST OF INDIAN STANDARDS FOR CIVIL & Repairing works to be followed in this work.

ISO 16311-1:2014 presents the framework and general principles for maintenance and repair of all kinds of existing concrete structures.

The scheme of strengthening should satisfy the requirements stipulated for the seismic zone of **IS 1893 : 1984**, building categories of **IS 4326 : 1993** and provisions made in **IS 13827 : 1993** for earthen buildings and **IS 13828 : 1993** for low strength masonry building.

456 : 1978 Code of practice for plain and reinforced concrete

IS 13935 : 2009 For Crack Repair.

IS 4081: Safety code for blasting and related drilling operation

IS 6313: Code of practice for anti-termite measures in building

Part 1: Constructional measures.

Part 2 Code of practice for ant termite measures in buildings: Pre constructional chemical treatment measures

CONCRETE

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

MASONRY WORK -BRICK WORK

IS 1077: Specification for common burnt clay building bricks.

IS 2212: Code of practice for brick work

IS 2250: Code of practice for preparation and use of masonry mortars.

PLASTERING AND POINTING

IS 412: Specification for expanded metal steel sheets for general purposes

IS 1635: Code of practice for application of cement and cement-lime plaster finishes

IS 2402: Code of practice for external rendered finishes.

IS 1542 Specification for sand for plaster (Class A grading)

FLOORING

IS 1443: Code of practice for laying and finishing of cement concrete flooring tiles.

IS 4457: Specification for ceramic unglazed vitreous acid resisting tiles.

DOORS AND WINDOWS

IS 287: Recommendation for maximum permissible moisture content for timber used for different purposes in different zones

IS 848: Specification for synthetic resin adhesive for plywood (Phonetic and amino plastic)

IS 1141: Code of Practice for seasoning of timber

IS 2202: Specification for wooden flush door shutters (solid core type)

Part I: Plywood face panels

Part II: Particle board panels and hard board faced panels

GLAZING

IS 1081; Code of practice for fixing and glazing of metal, (steel and aluminium) doors, windows and ventilators.

IS 2553: Specification for safety glass

IS 2835: Specification for flat transparent sheet glass

IS 3548: Code of practice for glazing in building

PAINTING AND POLISHING

IS 1477: Code of Practice for painting of ferrous metals in building

Part I: Pre-treatment

Part II: Painting

IS 2338: Code of Practice for finishing of wood and wood-based materials

Part I: Operation and workmanship

Part II: Schedule

IS 2395: Code of Practice for painting, concrete, masonry and plaster surfaces

IS 3537: Specification for ready mixed paint, finishing interior, for general purposes to IS colors

IS 5410: Specification for cement paints colour, as required

IS 6278: Code of Practice for white washing and colour washing

Note – Contractor should note that all the measurement should be carried out strictly as per mode of measurement stated above. However, all the work should be carried out as per relevant I. S. codes specified.

NOTE:

- The bidding Contractor should have their registered Branch office in Mumbai/ Navi Mumbai/ Thane and Should have executed at-least one similar work in Mumbai.
- Exemption of tender fees / EMD to MSME/NSIC/SSI registered firms will be allowed on submission of copy of Registration (Attested)
- The Rates mentioned in tender are all Basic Rates.
- Prequalification Criteria –Integrity Pact must be filled in and signed by the bidder in the prescribed format only and submitted along with the tender document.
- Bank Solvency can be addressed to "Whom so ever it may concern" & not specifically addressed to Bank. It should not be older than 6 months.
- All labour/workers should have valid Aadhaar Card for their identity and daily entry in Bank's premises.
- Material dismantled to be stacked near the site.
- TDS Certificates to be attached of completed Projects.
- The contractor to be responsible for any other statutory approvals/ clearances apart from plan approval from Thane Municipal Authorities, CFO & others, if any.
- Contractors are allowed to work overnight with the necessary statutory clearances if any to be taken by the contractor.
- The contractor shall be responsible for obtaining all the necessary statutory permissions for the same.
- The minimum salary requirement to be considered as per minimum wages act of Government of India.
- If it is found that the work on site is being carried out in absence of such an engineer, the contractor shall be fined Rs 5,000/- per day for such non-compliance. If such non-compliance is observed more than 10 times, Bank reserves the authority to ask the contractor to cease work on the site & terminate the contract without any explanation whatsoever & the termination process as per the tender document shall follow.
- The contractor shall be allocated space for storing 1 truck load of debris on the ground. The arrangement for disposing off the same shall be of the contractor.
- The lifts are strictly for movement of men and not materials. All the materials has to be carried only by staircase.
- Work completion certificate for the actual work executed mentioned in the bid is required from the client's side.
- Electricity, water supply will not be free, but will be charged as per the Banks amicable settlement. Generally, the Electric & water Bill services as per meter will be charged by the Bank. All the provisions else are to be made by the Vendor on His part.
- No consideration shall be made by the Bank for any local issues.
- Confidential letter from the client is required for the Technical Bid. Only certificate & the current contact details of the relevant person from the client's side shall be enough.
- Equivalent brand of material can be used than that mentioned in the Make of Materials with the necessary test reports & the prior approval of the Bank. All materials to be used should be ISI approved.
- Any Material from supplier should be accompanied by Certificate from Company and Supported by Purchase bills.
- Brand mentioned in the individual specifications in the BOQ supersedes the one mentioned in the Makes of materials.
- All pipes G.I./PVC etc. are to be concealed in wall/floor/false ceiling etc. properly by contractor.
- All construction debris, salvageable material shall be disposed/ cleared as per local municipal laws and the cost to be included in rates. No extra payment shall be granted for this apart from the tender rate. The contractor shall be allocated space for storing 1 truck load of debris on the ground. The arrangement for disposing off the same shall be of the contractor.
- All entries, Rate quoted etc. in Financial Bid should preferably be Hand written.
- No crushed sand will be permitted, only River sand is allowed.
- All ceiling surfaces horizontal and Vertical to be paid in Sq.ft.

APPENDIX / MEMORANDUM TO CONDITIONS OF CONTRACT

Estimated cost	Rs.274.20 /- lakhs + 18% GST
EMD	EMD shall be Rs.5,48,400/- payable in form of Demand Draft/Pay Order drawn from Commercial/ Nationalized Bank favoring Union Bank of India payable at Mumbai.
Date of commencement	10 th day from the date of acceptance of work order OR date of site possession, whichever is later.
Time for completion of work	As per time schedule given in tender document i.e. 04 months.
Retention money to be deducted from the bills.	8% of the certified value of each running bill, till accumulating total security deposit including ISD.
Security Deposit	2% of Contract amount
Defect Liability Period	Twelve months from the issue of virtual completion. However, if all the works or more than one works awarded to one contractor the defects liability period will be reckoned from the date of virtual completion of last work.
Additional Security deposit	In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfillment of contract. Such ASD could be in the form of Demand Draft.
Period of Final Measurement	1 month.
Liquidated damages	Shall be 1 % of contact amount per week of delay subject to ceiling of 10% of the accepted contract amount.
Value of works for Interim Certificates	Value not less than Rs.40.00 lakhs (Rs. Forty Lakhs only) or as decided by the Bank.
Payment after virtual completion	50% of security deposit will be returned after (i) issue of virtual completion certificate by the Bank. (ii) Contractor's removal of his material, equipments, cleaning of site and against Bank Guarantee. Balance 50% of retention money shall be released 15 days after satisfactory completion of defect liability period.
Recovery towards taxes.	As per rules applicable from time to time.

BIO – DATA OF CONTRACTING AGENCY

1. Name of the firm :
Address (Head Office) :

Telephone No. :
Office :
Residence :
Mobile :
Fax :
E-Mail :

Address (Branch Office) :

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)

III)
- c) Year of establishment :
3. Registration with Tax Authorities :
i) Income-tax (PAN) No. :
ii) GST no. :
iii) EPF Regn. No. :

(Copies of certificates of registration with relevant authorities to be enclosed as Annexure-II-A, II-B, II-C)

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

I)

II)

5. Enclose solvency certificate of the : Enclosed/ Not enclosed
Amount of 30% of estimated cost

Note: The solvency certificate should be addressed to “Whom so ever it may concern” and **not older than six months from the date of advertisement.**

6. Furnish copies of audited balance- : Enclosed/ Not enclosed
Sheet and Profit & Loss A/C. for the last 3 years as Annexure-IV-A, IV-B & IV-C.
7. Registration with Govt. / Public Sector / Banks (certificates of Registration to be enclosed as Annexure-V.

Name of the Organization	Year since empanelled

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 Date of Commence and date of 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 in hand (photo copies of performance certificate, work orders issued by valued clients, preferably Banks, Govt., Semi-Govt. Renowned Private Bodies should be enclosed as Annexure VII). Any works mentioned may be surveyed by the Banks concerned Authority along with the Members of the Appointed Consultancy Firm to find the Authenticity of the Project. The members may elude the Vendors whose performance on the stated Site are found to be unsatisfactory,

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. On Non-filling of columns or not enclosing credentials, the application form submitted will be rejected without assigning any reason thereof.)

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	2020-21				
2	2021-22				
3	2022-23				

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

17. List of equipment / machinery owned:

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

18. PRE-QUALIFICATION CRITERIA:

Mandatory Criteria: (Tick appropriate)

1. Must be registered with income tax authority (Yes / No)
2. Must be registered with GST authority (Yes / No)
3. Firm must be in business for the last 5 Years (Yes / No)
4. Should have submitted solvency certificate of 30% of estimated cost i.e., Rs.82,26,000/- (not older than 6 months) (Yes / No)
5. Must have register office in the Greater Mumbai/ Navi Mumbai/ Thane (Yes / No)
6. The bidder who has been awarded 3 or more works costing Rs. 100.00 Lacs & above per work towards repair/ renovation under Central Office, Union Bank of India and the present status of work is in progress are not eligible to participate in the present tender process. (Yes / No)

(Estimated Cost: Rs.255.10 lakhs +18% GST)

Sr. No.	Criteria	Weightages	Self-rating marks
1	Should have executed one similar work of 80% of estimated cost i.e. Rs.2,19,36,000/- OR Should have executed two similar work of 50% of estimated cost i.e. Rs.1,37,10,000/- OR Should have executed three similar works of 40% of estimated cost i.e. Rs.1,09,68,000/- during last 7 years. *Similar works means Structural renovation work including external painting works of RCC Building for Residential / Commercial admeasuring 30000 sqft (G+ 4 floors)	50	
2	Average turnover for the last three years shall be 30% of estimated cost i.e. Rs.82,26,000/- and above.	25	
3	Should have made net profit at least in two years during last three years.	25	

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 and will be qualified for opening of "Commercial bid" on obtaining satisfactory site visit report/ confidential report by their client. Contractors themselves have to fill in self-rating marks column in the above table.
- Bank reserves the right to consider/reject any application based on satisfactory / unsatisfactory performance found during site visit of prequalifying work.

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, GST, EPF authorities.	
III	Solvency Certificate.	
IVA, IVB, IVC	Audited Balance Sheet & Profit & Loss A/c. Statement for 2020-2021, 2021-2022, 2022-2023.	
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. and Semi-Govt. Bodies. At least One qualifying work mentioned by the Contractor in Bid is to be from Govt./Public Sector/Banks.	
VIIIA, VIIIB, VIIIC, VIID, VIIIE	Copies of income-tax returns/ assessment orders for each year from 2011 to 2023	

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

DETAILS OF PREQUALIFYING WORKS - I

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

1.	Name of Client with address, name of contact persons and telephone numbers	
2.	Name & Location of the site	
3.	Description of Works completed	
4.	Type of Project	
5.	Cost of Work	
6.	Duration of Work	Date of Commencement: Date of Completion:
7.	Delay from original schedule	
8.	Whether any penalty imposed / Civil Suit / Arbitration	
9.	Enclose photographs of the work	
10.	Enclose initial approval certificates from Local Municipal Authority	
11.	Enclose final approval certificates from Local Municipal Authority	
12.	Name of Client with address, name of contact persons and telephone numbers	

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:

Asst. General Manager,
Support Services Dept., 7th floor,
Union Bank of India,
Union Bank Bhavan,
239, Vidhan Bhavan Marg, Nariman Point,
Mumbai- 400 021.

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

Annexure-A
Letter of Submission

To,
Assistant General Manager,
Support Services Department, Central Office
239 Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021

TENDER FOR APPOINTMENT OF CONTRACTOR FOR CIVIL & PLUMBING WORKS INCLUDING EXTERIOR PAINTING WORKS AT UNION BANK OF INDIA, CS NO.360 OF VILE PARLE DIVISION, VILLAGE MAROL, OPP. SAGUN HOSPITAL, OLD MILITARY ROAD, ANDHERI EAST, MUMBAI-59

Sir,

2. We have read and examined the following documents as received by us:
 - a) Notice Inviting Tender
 - b) Instructions to Tenderer
 - c) Conditions of Contract.
 - d) Supplementary Conditions.
 - e) Specifications
 - f) Drawings
 - g) Schedule of Quantities.
 - h) Addition condition of contract
3. We are well aware and familiar with MCGM / CPWD/ PWD, Schedule of Rates 2023 and their specifications, MCGM / CPWD/ PWD Specification, BIS publication and National Building code which shall apply to this contract to supplement any missing details in this contract in order of preference.
4. 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.
5. 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.
6. 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) drawn from Commercial/ Nationalized Bank favoring Union Bank of India, payable at Mumbai (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 general conditions of tender and the terms and conditions contained or referred to in the documents listed in tender submission, 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. **4 months** 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 tenth day of the date of acceptance of work order. We shall be under no 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 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. EMD Submitted by us shall be treated as Initial Security Deposit. EMD submitted shall be by way of DD/PO drawn from Commercial / Nationalize Bank in favour of UNION BANK OF INDIA, payable at Mumbai. We further agree for a deduction of 8% from the bill as retention money.
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. 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. Adherence to the pert chart will be ensured by us as the project is to be executed in a very strict time frame.
13. 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.....

Telex No.....

Fax No.....

Date:

Annexure-B

Tender Ref. No.:.....

Integrity Pact

1. Whereas Union Bank of India having its registered office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai, India- 400 021 acting through itsDepartment, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.), hereinafter referred to as Stores and / or Services.

And

M/s....., represented by....., Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder/ Seller and the second party, is willing to offer/ has offered the Stores and / or Services.

2. Whereas the Bidder / Seller is a private company/public company /partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as “Party” or collectively as the “parties”, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply / purchase / etc of.....and the Bidder / Seller is one amongst several bidders/Proprietary Vendor/Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer.

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

ii) The Buyer will during the tender process treat all Bidder(s) / Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) / Seller(s) the same information and will not provide to any Bidder(s)/ Seller(s) confidential / additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s) / Seller(s).

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

- i) The Bidder(s)/ Seller(s) will not, directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- ii) The Bidder(s)/ Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- iii) The Bidder(s)/ Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. Further, the Bidder(s)/ Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- iv) The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub-contractor(s).

5.2 The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub-contractor(s).

5.3 The Bidder(s)/ Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences

5.4 Agents / Agency Commission:

The Seller/Bidder confirms and declares to the buyer that the Seller/Bidder is the original manufacturer or authorized distributor / stockist of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores and / or Services referred to in this tender/ offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller/Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller/Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller/Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter-Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's/ Sellers' exclusion from the tender process.

6.2 If the Bidder / Seller makes incorrect statement on this subject, Bidder / Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders / Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s)/ Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned herein below:

i) To disqualify the Bidder / Seller with the tender process and exclusion from future contracts.

ii) To debar the Bidder / Seller from entering into any bid from Buyer for a period of two years.

iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

iv) To encash EMD / Advance Bank Guarantees/ Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder / Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains knowledge of conduct of a Bidder/ Seller or of an employee or a representative or an associate of a Bidder / Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Price Fall Clause:

The Bidder undertakes that it has not supplied/ is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product/ Systems or Subsystems was supplied by the Bidder to any other Ministry / Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable

to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.”

11. Independent External Monitor(s)

11.1 The Buyer has appointed Independent External Monitors for this Integrity Pact in Consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given in RFQ).

11.2 As soon as the Integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the Independent External Monitors.

11.3 The Bidder(s) / seller (s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.

11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the Independent External Monitors.

11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Union Bank of India, Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai -21 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

12. Law and Place of Jurisdiction

This Integrity pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Mumbai, India.

13. Other Legal Actions

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

14 Integrity Pact Duration

14.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months from date of placement of order / finalization of contract.

14.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, Union Bank of India.

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

15. Other Provisions

15.1 Changes and supplements need to be made in writing. Side agreements have not been made.

15.2 The Bidder(s)/Seller(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

15.1 In view of the nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

- 15.4 Nothing contained in this Integrity Pact shall be deemed to assure the Bidder/ Seller of any success or otherwise in the tendering process.
- 16. This Integrity Pact is signed with Union Bank of India exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
- 17. The Parties hereby sign this Integrity Pact at _____on_____ (Seller/Bidder) and _____on_____ (Buyer)

Signature:

BUYER
 BIDDER* / SELLER*
 Authorized Signatory (*)
 Date:

Signature:

Asst. General Manager
 Union Bank of India,
 Architect Division
 Date:

Stamp:

Stamp:

Witness

Witness

1. _____

 2. _____

1. _____

 2. _____

(*) - Authorized signatory of the company who has also signed and submitted the main bid

Annexure-C

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 _____ 2023.

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 _____, duly authorised by Resolution dated.....(in case of a Company) 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 to any of articles, fixtures, fittings, infrastructure of bank, loss or expenses to Bank 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. The Contractor shall at all times indemnify and keep indemnified the Bank against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Bank's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Bank or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims arising out of and in the course of the execution of the contract.
4. Any claim by an employee of mine/ours or of sub-contractors if any, under the Employee'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 _____ 2023.

SIGNED AND DELIVERED BY THE _____ NAME AND ADDRESS

AFORESAID _____ (Contractor)

IN THE PRESENCE OF WITNESSES:

- 1.
- 2.

Annexure-D

ARTICLES OF AGREEMENT

(Draft will be modified by Bank's Law Officer as per requirement)

ARTICLES OF AGREEMENT made at _____ this _____ day of _____ Two Thousand and twenty-three.

BETWEEN

UNION BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Office at _____, represented by _____ hereinafter called "the Bank/owner/employer" (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns) of the **ONE PART**

AND

MESSRS _____, having its registered office at _____, hereinafter called the "Contractor" (which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **OTHER PART**.

WHEREAS

- i. The Bank is desirous of _____ (Works) on its _____ at _____.
- ii. The Bank has caused the drawings and bills of quantities showing and describing the Works to be done to be prepared by or under the direction of the Bank's Engineer;
- iii. The Bank had invited tenders for _____ work in accordance with the general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings, as prepared by the Bank's Engineer and furnished to the Contractor.
- iv. Having examined the general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings as prepared by the Bank's Engineer, the Contractor offered to execute, complete and maintain the whole of the Works relating to the Project in conformity with the said general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings and in accordance with instructions issued by the Bank and the Contractor submitted its tender for the contract sum of Rs. _____ towards the said work.
- v. The tender submitted by the Contractor was, after negotiations, modified/alterd upon the Contractor agreeing to revise the rates of certain items and further offering a rebate for execution and completion of the Project thereby reducing the tender amount to Rs. _____ as confirmed by its letters dated _____.
- vi. Towards the implementation of the Project, the Contractor has supplied the Bank with a fully priced copy of the said bills of quantities (which copy is hereinafter referred to as "the Contract Bills") and the drawings numbered as mentioned in the Annexure 11 of the Tender document inclusive (hereinafter referred to as "the Contract Drawings") and the Contract Bills and the contract Drawings have been signed by or on behalf of the parties hereto.
- vii. The Contractor has already agreed with the Bank to implement and execute the Project in full on the basis of the contract documents as hereinafter defined on the terms and conditions therein contained.
- viii. The parties are now executing this Agreement setting out the basic terms of the agreement between them for smooth implementation and execution of the Project without any unnecessary difference or dispute.

NOW IT IS HEREBY AGREED as follows:

1. The Contract Document is comprising of
 - i. Tender document including technical bid (Vol.-I) and pre-bid (Vol.-II).
 - ii. Notice Inviting Tender issued vide letter _____
 - iii. Subsequent letters issued by the Bank vide _____
 - iv. Clarifications submitted by the contractor vide letter dt. _____.
 - v. Minutes of Meeting held on _____
 - vi. Rebate/ Discount offered by the contractor vide letter _____
 - vii. Work Order issued by the Bank vide letter _____
 - viii. Acceptance letter _____ from the contractor
 - ix. Drawings numbering as mentioned in the Annexure 11 of the Tender document enclosed along with the tender document.
- 1.a Unless the context otherwise requires the contract documents above mentioned shall be harmoniously construed and in the chronological order.
- 1.b Unless otherwise expressly provided under these presents, contract documents (iii) to (ix) above shall be construed as modifying only those general and special terms and conditions in tender document in so far and to the extent referable to the clauses in the said tender document.
- 1.c Unless otherwise stated expressly hereunder, all the general and special terms and conditions shall apply and binding on the contractor.
2. The Contract Document is complimentary. What is called for in any one shall be as binding as called for by all. The aforesaid shall form integral part of contract and in the event of any inconsistency between any provisions herein the provisions of the Contract Documents shall prevail. When any of the General and Special Conditions are at variance, the condition stipulated in the Special Conditions of Contract shall supersede relevant provisions in General Conditions. For all matters not specifically provided for herein the provisions of General and Special Conditions in the Tender Documents shall apply and the rights and liabilities of the parties shall be decided accordingly. The decision of the Bank in this regard shall be final and binding.
3. All time limits stated in the Contract Document are of the essence of the contract where the work has to be completed within 4 months failing which liquidated damages will be recovered @ 1.0% of contract amount for per week of delay subject to maximum recovery of 10 % of the contract amount.
4. For the consideration hereinafter mentioned, the Contractor shall carry out and complete the Works in conformity with the contract documents and in accordance with the instructions issued by the Bank from time to time including all modifications extra and additional works and obligations to be carried out either on the Site or at any factory or work shop or any other place for subsequent incorporation as required for the due performance of the contract.
5. The general character and the scope of the Works is illustrated and defined by the specifications and the bills of quantities herewith attached and by the signed drawings. The scope includes furnishing all materials, labour, tools, equipment and management necessary for and incidental to the construction and completion of the Works. If the Contractor shall find any discrepancy in or divergence between the contract drawings and/or the contract bills he shall immediately give to the Bank a written notice specifying the discrepancy or divergence and the Bank shall issue instructions in regard thereto which shall be complied with by the Contractor.

6. **INTENT**

The intention of arrangement is to secure the performance of the Contractor's obligations to the satisfaction of the Bank. All labour, material, equipment, constructional plant and transportation necessary for the proper execution of the Project is to be provided by the Contractor and should only be of the approved manufacturer/agencies respective kinds as described in the Contract Documents which is to be subjected from time to time to such tests as the Bank representative may direct. In case the required material/services of approved manufacturers/agencies are not available or are not up to the mark the Contractor shall procure material/ services from such other manufacturer/agencies as may be approved by the Bank and the Contractor shall submit rate analysis for such material.

7. **EXTENT**

The Contractor shall carry out and complete the Works in every respect in accordance with this contract and with the directions of and to the reasonable satisfaction of the Bank. The Bank may in their absolute discretion and from time-to-time issue further drawings, details and/or written instructions and written explanations whole of which are collectively referred to as Bank's instructions. All such drawings and instructions shall be consistent with the Contract Document true developments thereof as reasonably inferable there from.

8. **TYPE OF CONTRACT**

The Contract is Item Rate contract. The Contractor shall be paid for the actual quantity of Work done, as measured at Site, at the Item quoted by him in the Contract Bills. The contractors have

- i. Been informed that the schedule of approximate quantities is liable to alteration by omission, deduction, substitution or additions at the discretion of the Bank without affecting the terms of the contract and no compensation to Contractor.
- ii. Fully and correctly understood the meaning of all the tender documents, the General Conditions of Contract, Special Condition of Contract, Technical Specifications, Bill of Quantities and working drawings or part thereof.

9. **CONTRACTORS COVENANTS**

- i. The Tender form conditions, priced schedule of quantities, contract drawings and General and Special Conditions of Contract, specifications, Drawings, priced Bill of Quantities, Schedule of Rates and Prices, if any, Tender, pre-contract correspondence, Letter of Intent/Acceptance, Work order, shall be read and construed as forming part of this agreement and the Contractor shall abide by and submit themselves to all the conditions and stipulations contained therein; which are not specifically incorporated herein;
- ii. The Contractor shall obtain necessary permissions/ certificates/ order from the Competent Authority in respect of workmen employed by them for the Project and shall keep the Bank safe, harmless and reimburse all amounts/expenses incurred or suffered by the Bank in connection with any such claim;
- iii. The Contractors shall not make any claim as regards want of information of any particular point or any change in the rate or conditions save and except as provided herein;
- iv. The Contractors shall have a duly authorized agent at the place of Work to accept services of notice and to agree to extras, omissions, additions and substituted items of Works and rates from the commencement of the Work until it is virtually completed.
- v. In the event of any discrepancy between the details and/or description given in the Bill of Quantities, the Drawings and the Technical Specifications, such item shall be deemed to have been priced in accordance with the details and/or description confirming to the most superior provisions contained in any of the following :-
 - a) Bill of Quantities
 - b) Drawings

c) Technical Specifications

- vi. It shall be understood that the details and/or description not specifically mentioned in the Bill of Quantities and/or the drawing shall be the same as those mentioned in the Technical Specification. Any further interpretation of above Clause shall be at the discretion of the Bank, whose decision shall be final and binding on the parties to the contract.
 - vii. The Contractors shall not make any claim for increase in the contract consideration on the basis of incorrectness and insufficiency of the information available at the time of submitting the Tender and/ or incorrectness and insufficiency of the rates and prices stated in the price bill of quantity and schedule of rates and prices or otherwise alleging insufficiency of the tender amount to cover their obligation under the contract or matters concerning the execution of the Project.
 - viii. The Contractor shall be fully responsible for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works, or for the design or specification of any Temporary Works prepared by the Bank's Engineer.
 - ix. The Contractor shall promptly inform the Bank of any error, omission, fault and other defects in design, drawing or specifications for the Works, which are discovered while reviewing the Contract Documents or in the process of execution of the Works.
 - x. The Contractor shall arrange for the permits and licenses for release of materials, which are under Government control subject to the Bank giving all the necessary assistance and upon being advised by the Bank signing any forms or applications that may be necessary.
 - xi. The Contractor shall comply with the provisions of legislation prevailing during the currency of contract.
10. The Contractor shall keep the Bank saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen.
11. **GENERAL CONDITIONS**
- i. The schedule of Quantities given in the Contract Bill is provisional and is meant to indicate the intent of the Work and to provide a uniform basis for tendering. The Bank reserves the right to increase or decrease any of the quantities or to totally omit any item of Work and the Contractor shall not claim any extras or damages on these grounds.
 - ii. Any error in description or in quantity or omission of items from the Contract Bill shall not vitiate this Contract but shall be treated as a variation.
 - iii. The rates quoted by the Contractor in the priced bill of quantities (Contract Bills) shall be treated as firm and the contract sum shall be deemed to have been calculated with reference to the cost of execution of Works as set out in Contract Documents and shall not be adjusted or altered for any reason.
12. Notwithstanding anything contained elsewhere in any of the clauses of the tender, the prices/rates quoted for each item/Work in the Bills of Quantities shall be deemed to be inclusive of all direct and indirect costs, and taxes, etc. on any of inputs, royalty on quarried items etc. that may be involved in completing the item/Work as required in the fulfillment of all obligations under the contract and to the satisfaction of the Engineer. Additional Taxes/ Levies by Central/ State Government legislations after opening of tender shall be reimbursed to the contractors as per actual.
13. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for Work actually done and completed, and shall not preclude the repairing of bad, unsound, and imperfect or unskilled Work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim,

nor shall, it conclude, determine or affect in anyway the power of the Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date of certificate of completion furnished by the Bank and payment shall be made within eight (8) weeks from the date of receipt of final Certificate from the Bank.

14. INSURANCE

- i. Without limiting the obligations and responsibilities under Contract Clause for Care of Work the Contractor shall effect third party insurance with an insurer and in terms approved by the Bank in the joint names of the Bank and the Contractor-
- ii. against all loss or damage from whatever cause arising, other than the excepted risks stated in contract clause of the General Conditions for which the Contractor is to be held responsible under the terms of the Contract so as to cover the Bank and the Contractor during the period beginning with commencement of the Works until the date stated in the Certificate of Completion for the whole of the Works.
- iii. against any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purposes of completing the outstanding Work during the Defects Liability period pursuant to the Undertaking given at the time of applying for the issue of Certificate of Completion.
- iv. against any loss or damage occasioned by the Contractor in the course of any operations carried out by him for rectifying any defect in perfection or fault appearing during the progress of the Work or during the Defects Liability Period.
- v. against any loss or damage occasioned by the Contractor in the course of any operations carried out by him for searching the cause of any defect, imperfection or fault appearing during the progress of the Works or during the Defects Liability Period.
- vi. against any liability for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the sub-Contractor provided the sub-contractors shall not have insured against such contingency. (Insurance against accident etc.to workman)
- vii. Unless otherwise instructed the Contractor shall insure the Works and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood.
- viii. The Contractor shall maintain Contractors' all risks insurance policy covering loss, damage, theft, burglary etc. of all materials and equipment, temporary Works and the Work shall be insured for a total sum equal to the value of all such items plus 10% of such value.

Provided always that all the insurance under the contract documents shall be arranged by the Contractor from a first class insurance company having a branch near the site who can deal with all matters pertaining to the subject, the insurance must be placed with a company approved by the Bank, in the joint names of the Bank and the Contractor for such amount and for any further sum if called to do so by the Bank, the premium of such further sum being allowed to the Contractor as an authorized extra.

15. The Contractor shall deposit the policy and receipt for premiums paid with the Bank within 21 (twenty-one) days from the date of issue of Work order unless otherwise instructed. In default of the Contractor insuring as provided above, the Bank on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the Work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the Works in the same manner as though the insured risk/contingency has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebinding or reinstatement after the occurrence of the insured risk/contingency shall be entitled to such extension of time for completion as the Bank may deem fit.

- 15.1 Such insurance shall continue during the whole of the time of continuance of Work and/or during such time that any persons are employed by him on the Works and shall when required produce before the Bank, such policy of insurance and the receipt for payment of the earlier premium and the current premium.
- 15.2 The insurance shall be effective in such manner that the Bank is indemnified under the policy. In the event of the sub-contractor having affected an insurance against accident etc. to the workmen the Contractor shall require such sub-contractor to produce to the Bank when required, such policy of insurance and the receipt for the payment of the current premium, then in that event insurance under clause (vii) hereof by the Contractor shall not be necessary.
16. The Contractor shall provide for adequate cover to the Bank as per the provisions of Workmen Compensation Act.
17. The Contractor shall make available the insurance cover notes before the commencement of the Work and shall notify any change in the nature or extent of the Work and also make available additional insurance of Works if required in special circumstances.

18. DEFECTS LIABILITY

- 18.1 Any defects, shrinkages or other faults which shall appear within the Defects Liability Period of 12 months from the date of handing over the works and which are due to materials or workmanship not in accordance with this contract or on account of failure on the part of the Contractor to comply with any of his obligations expressed or implied shall be specified by the Bank's Engineer in a schedule of defects which he shall deliver to the Contractor not later than 14 days after the expiration of the Defects Liability Period, and within a reasonable time after receipt of such schedule the defects, shrinkages and other faults therein specified shall be made good by the Contractor and (unless the Bank shall otherwise instruct, in which case the contract sum shall be adjusted accordingly) entirely at his own cost.
- 18.2 The Contractor shall make good at his own costs and to the satisfaction of the Bank, all defects, shrinkages or small faults arising in the opinion of the Bank from Work or materials not being in accordance with the drawings or specifications or schedule of quantities or the instructions of the Bank which may appear within the "**Defects Liability Period of 12 months from the date of virtual completion of work**" referred to in the Appendix to General Conditions. All defects, shrinkages or small faults arising from any other cause not attributable to the Contractor shall be rectified by the Contractor as an additional work.
- 18.3 In the event of failure of the Contractor to carry out any such work to the satisfaction of the Bank, the Bank shall be entitled to carry out the same at the Contractor's costs and all expenses consequential and incidental thereto shall be deducted by the Bank from any monies due or to become due to the Contractor.
- 18.4 When in the opinion of the Bank any defects, shrinkages or other faults which he may have required to be made good under sub-clause (1) and (2) of this condition shall have been made good he shall issue a certificate to that effect, and completion of making good defects shall be deemed for all the purposes of this contract to have taken place on the day named in such certificate.

19. SPECIAL RISK

The Contractor shall not be liable for or in respect of any consequences arising out of any special risks as enumerated in relevant clause of the General Conditions. The responsibilities, rights and liabilities of the parties in such case shall be determined with respect to Clause 65 of the General Conditions.

20. STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES

The Contractor shall comply with and give all notices required by any Act of Parliament, any instrument rule or order made under any Act of Parliament, or any regulation or byelaw of any local authority or of any statutory undertaker which has any jurisdiction with regard to the Works or with whose systems the same or will be connected. The Contractor before making

any variation from the contract drawings or the contract bills necessitated by such compliance shall give to the Bank a written notice specifying and giving the reason for such variation and the Bank may issue instructions in regard thereto. If within 7 days of having given the said written notice the Contractor does not receive any instructions in regard to the matters therein specified, he shall proceed with the Work confirming to the Act of Parliament, instrument, rule, order, regulation or byelaw in question and any variation thereby necessitated shall be deemed to be a variation required by the Bank.

There shall be no Employer –Employee relationship whatsoever between the bank and the successful bidder/his sub-contractors /agents /labourers /employees /staff/ representatives. The bidder shall be liable for compliance of all labour laws applicable in connection with the contract and shall be responsible for payment of wages/arrears of wages under the applicable laws.

21. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

- 21.1 All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Bank during the execution of the Work, and to his entire satisfaction.
- 21.2 If required by the Bank the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Bank at his own cost to prove that the materials etc., under test conform to the relevant I.S. Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc., shall have to be borne by the Contractor. No extra payment on this account should in any case be entertained.
- 21.3 In case contractor is delaying or refusing or avoiding testing of material, the Bank shall arrange for carrying out testing of material and the necessary expenditure in carrying out the testing, transportation and incidental expenses shall be recovered from the contractor.
22. All the materials (except where otherwise described) stores and equipment required for the full performance of the Work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the Contractor/s must be entirely responsible for the proper and efficient carrying out of the Work. The Work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the Bank when so directed by the Bank and written approval from Bank must be obtained prior to placement of order.
23. During the inclement weather the Contractor shall suspend concreting and plastering for such time as the Bank may direct and shall protect from injury all Work when in course of execution. Any damage (during constructions) to any part of the Work for any reason due to rain, storm or neglect of Contractor shall be rectified by the Contractor in an approved manner at no extra cost.
24. If the Work be suspended by reason of rain, strike, lock-outs or any other cause, the Contractor shall take all precautions necessary for the protection of Work and at his own expenses shall make good any damage arising from any of these causes.
25. The Contractor shall cover up and protect from damage from any cause, all new Work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the Work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the Contractor at his own expenses.

27. SUBSTITUTION

Should the Contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Bank in writing for any such substitution well in advance. Materials

designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Bank has to be obtained in writing. The term equivalent means, if material specified is not available, then after satisfying to the fact, the Bank may give other material to be used which will be subject to adjustment in purchase prices.

28. INSPECTION OF WORKS

- 28.1 All materials and workmanship shall be subject to inspection, examination and test at any and all times during manufacture and/or construction. The Bank may issue instructions requiring the Contractor to open up for inspection any Work covered up or to arrange for or carry out any test at any and all times.
- 28.2 The Bank shall have the right to reject the defective material and workmanship or require its correction.
1. The test of any materials or goods (whether or not already incorporated in the Works) or of any executed Work, and the cost of such opening up or testing (together with the cost of making good in consequence thereof) shall be added to the contract sum unless provided for in the contract bills or unless the inspection or test shows that the Work, materials or goods are not in accordance with this contract.
 2. The Bank may issue instructions in regard to the removal from the site of any Work, materials or goods, which are not in accordance with this contract.
 3. The Engineer may (but not reasonably or vexatious) issue instructions requiring the dismissal from the Works of any person employed thereon.
 4. On the failure of the Contractor to comply with any of the Bank's instructions the Bank may proceed to replace or correct such material/workmanship entirely at the cost of the Contractor.

29. REMOVAL OF IMPROPER WORK

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

30. PROTECTIVE MEASURES

- 30.1 The Contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.
- 30.2 Contractor shall indemnify the Bank against any possible damage to the building, roads, or members of the public in course of execution of the work.
- 30.3 The contractor shall provide necessary temporary enclosures etc. for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

31. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS.

- 31.1 The Contractor shall conform to the provisions of any Acts of the Legislature relating to the Work, and to the Regulations and Bye-laws of authorities, and/or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that maybe associated to so conform, give the Bank written notices, specifying the variations

proposed to be made and the reasons for have making them and apply for instruction thereon. The Bank on receipt of such intimation shall give a decision within a reasonable time.

- 31.2 The Contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the Work and lodge the receipts due with the Bank.

32. ASSIGNMENT AND SUB-LETTING

- a. The whole of the Works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Bank and no subletting shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the Work during their progress.
- b. The Contractor shall not assign the Contract or any benefit or interest therein or thereunder, otherwise than by a charge in favour of the Contractor's Bankers of any monies due or to become due under this Contract, without the prior written consent of the Bank.
- c. The Contractor shall not sub-let the whole of the Works except where otherwise provided by the contract, the Contractor shall not sublet any part of the Works without the prior written consent of the Engineer, which shall not be unreasonably withheld, and such consent, if given shall not relive the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Provided always that the provision of labour on a piecework basis shall not be deemed to be a subletting under this clause. The Contractor shall co-ordinate and shall be responsible for all aspects of his sub-contractor(s) without being relieved of any of his obligation under the contract.
- d. If, the contracting agencies are violating the tender terms and sub-let the work without Bank's consent and the same is brought to the notice of the Bank, the Bank will be entitled to recover 10% of such work as penalty besides initiating measures as provided in contract.
33. If, at any time during the execution of the Works, the Bank shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of the General Conditions unless a provisional sum in respect of such anticipated Work shall have been included in the Bill of Quantities.
34. The Contractor shall in connection with the Works provide and maintain at his own costs all lights, guards, fencing and watching when and where necessary or required by the Bank, or by any duly constituted authority, for the execution and for the protection of the Works, and/or for the safety and convenience of the public / others.
35. The Contractor shall, in accordance with the requirements of the Bank, afford all responsible opportunities for carrying out their Work to any other Contractors employed by the Bank and their workmen and to the workmen of the Bank and of any other duly constituted authorities who may be employed in the execution on or near the Site of any Work not included in the contract or of any contract with the Bank may enter into in connection with or ancillary to the Works. The Contactor will not be paid any compensation on this account.
36. Shall keep the Site reasonably free from unnecessary store of constructional plant and machinery, wreckage and rubbish during progress of Works and on completion leave the whole site clean and in a workmanlike condition to the satisfaction of the Bank.

37. Default of Contractor

- 37.1 If the Contractor
- i. being a company presents a petition for winding up and/or goes into liquidation (other than voluntary liquidation for the purposes of amalgamation or reconstruction) or

- ii. shall make an assignment or a composition for the benefit of the greater part, in number of amounts of his creditors or shall enter into a Deed or arrangement with his creditors, or
- iii. if a Receiver of the Contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the contract, and if so required by the Bank to give reasonable security therefore, or
- iv. if the Contractor shall suffer execution to be issued, or
- v. shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor, or
- vi. shall assign, charge or encumber this contract or any payments due or which may become due to the Contractor without the consent in writing of the Bank first obtained, there under, or
- vii. shall agree to carry out the contract under a committee of inspections of his creditors, or
- viii. shall have an execution levied on his goods, or
- ix. shall use improper materials or workmanship in carrying on the Works, or
- x. shall in the opinion of the Bank not exercise such due diligence and make such due progress as would enable the Work to be completed within due time agreed upon, and
- xi. the Bank certifies in writing that the Contractor has failed to commence the Works or failed to proceed with the Works after the suspension order when so called upon by the Bank, or
- xii. shall abandon the contract,
- xiii. without reasonable excuse has failed to commence the Works or have suspended the progress of Works for 28 days after receiving from the Bank written notice to proceed on
- xiv. has failed to remove materials from the site or to pull down or replace for 28 days after receiving from the Bank written notice that the said materials or Work has been condemned and rejected by the Bank under these conditions or
- xv. despite previous writings by the Bank in writing has failed to execute Works in accordance with the contract, or is persistently or flagrantly neglecting to carry out his obligations under the contract or as to the detriment of good workmanship or in defiance of the Bank's instructions to the contrary, sublet any part of the contract then and in any of the said cases the Bank may notwithstanding previous waiver
 - a) determine the contract by after giving 14 days' notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the Works subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor)
 - b) further the Bank or his agent, or servants, may enter upon the Site and take possession of the Work and all Constructional Plant, amenities, unused materials, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads reserved for the execution of the Works and
 - sell the same as his own property or
 - may employ the same by means of his own servants and workmen in carrying on and completing the Works or
 - by employing any other Contractors or other persons or person to complete the Works, and the Contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other Contractors or other persons or person employed from completing and finishing or using the materials and plants for the Works when the Works shall be

completed, or as soon thereafter as conveniently may be, the Bank shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt by him the Bank may sell the same by Public Auction and shall give credit to the Contractor for the amount so realized.

- 37.2 Any expenses or losses incurred by the Bank in getting the Works carried out by other Contractors shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or due on account of Work carried out by the Contractor prior to engaging other Contractors or against the Security Deposit.
- 37.3 Upon such entry and expulsion by the Bank it may adopt an appropriate mode at his discretion and certify the amounts, if any, that had at the time of such entry and expulsion reasonably been earned in respect of the work actually done by him and the value of any unused or partially used materials, any Constructional Plant and any amenities brought into existence exclusively for execution of the Works.
- 37.4 If the Bank shall enter and expel [the Contractor] under this Clause, he shall not be liable to pay to the Contractor any money on account of the Contract, until the expiration of the Defects Liability Period and thereafter until the costs of execution, damages for delay in completion, if any, and all other expenses incurred by the Bank have been ascertained and the amount thereof certified by the Bank. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Bank may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Bank the amount of such excess and it shall be deemed a "debt due" by the contractor to the Bank and shall be recoverable accordingly.

38 NOTICES

- 38.1 All certificates, notices or written orders to be given by the Bank to the Contractor under the terms of the Contract shall be served by sending by registered post or by Courier or delivering the same to the Contractor's principal place of business, or such other address as the Contractor shall nominate for this purpose.
- 38.2 All notices to be given to the Bank under the terms of the Contract shall be served by sending by registered post or by Courier or delivering the same to the respective addresses nominated for that purpose in Part II of these conditions.
- 38.3 Either party may change a nominated address to another address in the country where the Works are being executed by prior written notice to the other party.
- 38.4 The work should be executed in time bound and Bank has the right to exit/cancel /terminate the contract with immediate effect and engage another contractor, in case the bidder defaults or commit breach of any Tender terms. In such an event, bank shall recover from the bidder the cost, expenses for loss, damage caused due to the bidder, by various means not limited to forfeiture of security deposit and unpaid bills.

39 ARBITRATION

- 39.1 Wherever, in any of the documents forming part of the Contract, the Bank's Asst. General Manager/ Dy. General Manager, SSD Central Office has been vested with the final powers, his decision, opinion, certificate or any other discretion shall be final conclusive and binding on the parties and shall be without appeal. All other matters shall be subject to the right of arbitration.
- 39.2 All disputes or differences of any kind whatsoever save and except matters referred to in clause 1) arising out of or in connection with the Contract, whether during the progress of Work or after Completion and shall after written notice by either party to the contract to the other of them and to the Bank hereinafter mentioned be referred for adjudication to one mutual arbitrator in case of disagreement of the two parties or two Arbitrator, one each to be nominated by the Contractor and the Bank who shall thereafter appoint an Umpire. The provisions of Indian Arbitration and Conciliation Act 1996 shall apply for the purposes.

- 39.3 The Work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- 39.4 The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.
- 39.5 The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- 39.6 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be at Mumbai center only.
- 39.7 The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.
- 39.8 The award of the Arbitrator shall be final and binding on both the parties.
- 39.9 Subject to aforesaid the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.
- 39.10 The Bank and the Contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

IN WITNESS WHEREOF the Bank and the Contractor have set their Respective hands to these presents through their authorized representatives

the day, month and year first herein above written.

Signed by the said

In the presence of

Bank

Witness

Name:

Address

Signed by the said

In the presence of

Contractor

Witness

Name:

Address

DOCUMENTS ATTACHED TO THE AGREEMENT FORMING PART & PARCEL OF THE AGREEMENT

- Tender document & tender drawings.
- NIT vide
- Corrigendum/Addendum issued in this reference
- Contractor's letter dated
- Work order vide.

Annexure-E

PROFORMA FOR APPLICATION FOR EXTENSION OF TIME PERIOD

1.	Name of Contractor	:	
2.	Name of the work as given in the Agreement	:	
3.	Agreement No.	:	
4.	Estimated tender amount	:	
5.	Date of Commencement of work as per Agreement	:	
6.	Period allowed for completion of work as per Agreement.	:	
7.	Date of Completion stipulated in Agreement.	:	
8.	Period for which extension of time has been give previously	:	
a)	1st extension vide Bank's letter	:	
	No. | Dated | Month | Days		
b)	2 nd extension vide Bank's letter	:	
	No. | Dated | Month | Days		
c)	3 rd extension vide Bank's letter	:	
	No. | Dated | Month | Days		
d)	4 th extension vide Bank's letter	:	
	No. | Dated | Month | Days		
	Total extension previously given	:	
9.	Reason's for which extensions have been previously given (Copies of the previous applications should be attached)	:	
10.	Period for which extension is applied for	:	
11.	Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.	:	
a)	Serial No.		

b)	Nature of Hindrance		
c)	Date of occurrence		
d)	Period for which it is likely to last.		
e)	Period for which extension required for this particular hindrance		
f)	Over lapping period if any, with reference to item (e) above		
g)	Net extension applied for		
h)	Remarks, if any		
12.	Extension of time required for extra work	:	
13.	Details of extra work and the amount involved	:	
a)	Total value of extra work		
b)	Proportionate period of extension of time on estimated amount put to tender.		
14.	Total extension of time required for 11 & 12	:	

Submitted to the Bank

Date:

Signature of Contractor

Annexure-F

PERFORMANCE BANK GUARANTEE FORMAT

(To be prepared on Stamp paper issued in the name of Bank)

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called Bank) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and **UNION BANK OF INDIA**, a body corporate constituted under the Banking Companies (Transfer of Undertakings) Act, 1970 and having its Head Office at Union Bank Bhavan, 239 Vidhan Bhavan Marg, Nariman Point, Mumbai 400 021 to the context or contrary to the meaning thereof include its successors and assigns on the other part. WHEREAS in pursuance to the agreement No. _____ dated _____ (hereinafter called CONTRACT) entered into between Union Bank of India (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to submit a Performance Bank Guarantee for Rs. _____ (Rupees _____ only). CONTRACTOR accordingly agrees to furnish the Performance Bank Guarantee as herein after contained towards fulfillment of all of its obligations under the contract. Now this Deed witness as follows:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ (Rupees _____ only) at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Performance Bank Guarantee is limited to Rs. _____ (Rupees _____ only).
2. This Performance Bank Guarantee shall be valid for an initial period of _____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning/ Erection/Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate 69 of commissioning / erection / completion certificate, the Performance Bank Guarantee shall become null and void.
3. This Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Performance Bank Guarantee will remain in force initially up to _____months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
5. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon a written claim or demand on or before (Date of expiry of guarantee plus one year claim period shall be stipulated).

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
6. The Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so. Dated _____ this _____ day of _____23 (Indicate the name of the Bank with stamp)

Architect Division, Support Services Department, Central Office
Union Bank Bhavan 239, Vidhan Bhavan Marg, Architect Division, Mumbai-400 021.
Telephone: 22892596/2587/2596/2589

TENDER REF. NO: CO: SSD: ARCH: 08: 2023-24 Date: 29.12.2023

**NOTICE INVITING TENDER FOR APPOINTMENT OF CONTRACTOR
FOR CIVIL & PLUMBING WORKS INCLUDING EXTERIOR PAINTING
WORKS AT UNION BANK OF INDIA, CS NO.360 OF VILE PARLE
DIVISION, VILLAGE MAROL, OPP. SAGUN HOSPITAL, OLD
MILITARY ROAD, ANDHERI EAST, MUMBAI-59.**

PART-II

PRICE BID

Date of issue of Tender	: From 29.01.2023 To 18.01.2024 During office hours.
Last date for submission of tender	: 18.01.2024 upto 3.00 pm.

INSTRUCTIONS

1. The Bill of Quantities shall be read in conjunction with the Drawings, Condition of Contract and Specifications, as these documents are jointly explanatory and descriptive of the works included in the Contract.
2. General directions and descriptions of work and materials given elsewhere in the Contract documents are not necessarily repeated in the Bill of Quantities. Reference is to be made to the other documents for information.
3. The Contractor shall be deemed to have visited the site before preparing his Tender and to have examined for himself the conditions under which the work will be priced and all other factors affecting the execution of the work and the cost thereof.
4. The Quantities of work and material in the Bill of Quantities are not to be considered as limiting or extending the scope of work to be done and materials to be supplied by the Contractor. The quantities in the Bill of Quantities are an estimate of the amount work but the work will be measured on complete and the contractor will be paid on the actual measurement of work approved by the Architect.
5. Any special methods of measurements used are stated at the head of or in text of the Bills of Quantities for the items affected. All other items are measured net in accordance with the drawings and no allowance has been made for wastage. Unless otherwise specified measurements shall be as per relevant Indian Standards.
6. A price or rate in figures is to be entered against the item in the Bill of Quantities, whether quantities are stated or not. Item against which no price is entered will be considered as covered by other prices or rates in the Bills.
7. The prices and rates inserted are to be the full inclusive value of the works described under the various items, including all costs and expenses which may be required for the completion of the work described, together with all cost and obligations set forth or implied in the conditions of Contract, Specifications and the Drawings.
8. Some finishing items may be quantity wise completely altered (either added or omitted) and the same shall not affect any rates quotes.
9. Where prices have been entered against Lump sum items, payment for such affected items shall be made in proportion to the extent of which works have been done at the time of billing and the same is at discretion of the Architect.
10. "Providing and Fixing" shall mean that the Contractor has to provide such materials not being procured and borne by the Bank, but which are required for the item and if no materials need be provided by the Contractor, the rate shall be only for fixing of the component covered in the item.

SCHEDULE OF QUANTITIES					
CIVIL & PLUMBING WORKS INCLUDING EXTERIOR PAINTING WORKS AT UNION BANK OF INDIA, CS NO.360 OF VILE PARLE DIVISION, VILLAGE MAROL, OPP. SAGUN HOSPITAL, OLD MILITARY ROAD, ANDHERI EAST, MUMBAI-59					
S No	Item of work	Qty.	Unit	Rate	Amount
PART -1 EXTERIOR RENOVATION WORKS					
1	Dismantling G.I./C.I., UPVC and asbestos vent pipes and shaft, soil, waste, rain water pipe, mild steel, GI and asbestos gutters, ridge and hips with fittings and clamps including stacking the material including disposal of debris.	1206.00	Rft		
2	BREAKING OF THE EXISTING WATERPROOFING LAYERS: Removing any existing water proofing layers of I. P. S. with bituminous joints and brick bat concrete over the existing terrace floor, chajja, top of headroom slab and canopy including cement vata and exposing R.C.C. slab top & removing & carting away the debris the debris from complete.	6996.00	Sqft.		
3	Dismantling tile work in floors and roofs laid in cement mortar including disposal of material.	1378.00	Sqft.		
4	Demolishing brick work in lime or cement mortar including plaster, paint, etc. manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.	827.55	Cft		
5	Breaking plaster : Removing cement plaster of any finish from the wall, complete with racking out the joints to a depth of 20 mm.	15520.00	Sqft.		
6	Chipping /removing loose concrete upto reinforcement bars, without damaging the reinforcement, removing all the loose materials and to make all the exposed surfaces free from oil, dust and all impurities etc complete.	9760.00	Sqft.		
7	Carefully removing doors, windows & any other furniture items from the common area including disposal of debris & stacking of useful material at demarked area.	4604.37	Sqft.		
8	Carefully removing Glass façade from building elevation including disposal of debris & stacking of useful material at demarked area.	2346.19	Sqft.		
9	STRUCTURAL POLYMER REPAIR				

	a) Removing loose concrete around the RCC member at specified locations upto concrete core with chisel and hammer, all debris, spalls, etc. to be carted outside the building compound up to the municipal dump with all lead and lift complete as per the direction of Engineer In charge				
	b) Rust Remover Brushing with wire brush and removing all rust scales from rebars & washing with water as required and providing and applying Rust Remover of approved make on existing exposed reinforcement bars as specified.				
	c) R.I. Coat Providing and applying Rust Inhibition Coat / system to exposed rebars & also new rebars complete.				
	d) Bond coat Providing and applying raw Polymer Bond Coat / system to all exposed concrete surface and rebars prior to polymer treatment complete.				
	e) Thermostat Grout (Monopol or equivalent) mechanically with pressure pumps, due to its low viscosity like water it fills ups cracks and honeycombs in concrete, to be strictly used as per manufactures				
	e) P.M.M. Providing and applying Polymer modified mortar in ratio 1:5:15 (1 part by weight of polymer : 5 parts by weight of cement : 15 parts by weight of Quartz sand) upto 25 mm thickness all complete.				
9.a	In beams, columns, slab in upto 50 mm thickness.	9760.00	Sqft.		
10	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. meters and under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50metres lead : With cement mortar 1:4 (1 cement : 4 fine sand).	15520.00	Sqft.		
11	Injection Grouting High Performance Polymer Cement Grout: Providing & injecting high performance non shrink, Anti washout Polymer Cement Grout per pack of 225gm for 50kg bag of cement as per manufacturer's specifications into honeycombing area / porous concrete with suitable pump at pressure of 2.0 Kg/Cm2 and subsequently cutting /removal of nozzles and sealing of holes with grout etc., complete. This does not include the rate of cement bag.	1000.00	Per 50K G Bag Of Cement		

12	Providing and fixing in position steel bars reinforcement of various diameters for R.C.C. pile, pile caps, footings, raft, retaining wall, shear wall, lift wall, foundations, slabs, beams, columns, canopies, staircases, newels, chajjas, lintels, pardies, coping, fins, arches, etc. as per detailed designs, drawings and bar bending schedules, including straightening, cutting, bending, hooking the bars, binding with wires or tack welding, supporting as required etc. all complete at all levels. HYSD steel bars (Fe 415)	1.20	MT		
13	Aluminum Window repair work: Removing and refixing the existing windows including approved quality neoprene gasket, fixtures, fastenings and accessories like PVC rollers, PVC weep holes, locks, handles etc. complete as directed by Engineer In Charge.	690.66	Sqft.		
14	Three-track Aluminum Window: Providing and fixing in position three track aluminum window of extruded modular and anodized aluminum sections of approved make and of size 61.85 mm x 45.5 mm x 1.3 mm thk (wt 1.055 kg/Rm) for bottom, 61.85 mm x 31.75 mm x 1.3 mm thk. (wt 0.659 kg/Rm) for top & sides, mounted on anodized aluminum rectangular frame of size 63mm x 38mm x 2.0mm(1.054). The shutter comprising of bearing bottom and top of size 40mm x 18 mm x 1.25 mm thk (wt. 0.417 Kg/Rm) Interlocking section of size 40mm x 26,7 mm x 1.10 mm thk. (Wt. 0469 kg./Rm) and hand sides of 40mm x 18mm x 1.25 mm thk (wt. 0.417kg/Rm) with 5 mm thick plain / frosted / tinted glass fixed in shutter including approved quality neoprene gasket, fixtures, fastenings and accessories like PVC rollers, PVC weep holes, locks, handles etc. complete as directed by Engineer In Charge. (Note: anodic film must not be less than 15 microns i.e. AC-15 as per IS, the anodizing must be scaleted by keeping the anodized section in boiling de-anodized water for a period of one hour)	3913.72	Sqft.		

15	Door/ Window Marble framework: Providing and fixing polished natural stone tiles as specified below of approved quality, pattern and colour for sill and jambs including preparing the surface and levelling in the desired line, cement mortar 1:3 bedding or backing, cement float, machine cutting, leveling, jointing, smooth cement plastering along the sides to match the existing surface in cement mortar 1:3, filling the joints with neat cement or pigment mixed with cement, finishing, curing etc. complete as directed by Engineer In Charge.				
15.a	(18 mm thk. Telephone black marble for width upto 300mm)	1862.88	Rft.		
15.b	(18 mm thk. Telephone black marble for width upto 150mm)	1862.88	Rft.		
16	ACP Panel cladding: Designing, fabricating, testing, installing and fixing in position Curtain Wall with Aluminium Composite Panel Cladding, with open grooves for linear as well as curvilinear portions of the building , for all heights and all levels etc. including: a) Structural analysis & design and preparation of shop drawings for pressure equalization or rain screen principle as required, proper drainage of water to make it watertight including checking of all the structural and functional design. b) Providing, fabricating and supplying and fixing panels of aluminium composite panel cladding in pan shape in metallic colour of approved shades made out of 4mm thick aluminium composite panel material consisting of 4 mm thick FR grade mineral core sandwiched between two Aluminium sheets (each 0.5mm thick). The aluminium composite panel cladding sheet shall be coil coated, with Kynar 500 based PVDF / Lumiflon based fluoropolymer resin coating of approved colour and shade on face # 1 and polymer (Service) coating on face # 2 as specified using stainless steel screws, nuts, bolts, washers, c) The fastening brackets of Aluminium alloy 6005 T5 / MS with Hot Dip Galvanised with serrations and serrated washers to arrest the wind load movement, fasteners, SS 316 Pins and anchor bolts of approved make in SS 316, Nylon separators to prevent bimetallic contacts all complete required to perform as per specification and drawing The item includes cost of all material &	1000.00	Sqft.		

	labour component, the cost of all mock ups at site, cost of all samples of the individual components for testing in an approved laboratory, field tests on the assembled working curtain wall with aluminium composite panel cladding, cleaning and protection of the curtain wall with aluminium composite panel cladding till the handing over of the building for occupation. Base frame work for ACP cladding is payable under the relevant aluminium items. The Contractor shall provide curtain wall with aluminium composite panel cladding, having all the performance characteristics all complete.				
17	Glass Facade cladding: Design, supply, fabrication & erection of approved structural glazing using specially designed Vertical Mullion & Horizontal Transoms of Required size & as per architect's approved Grid work with aluminium rectangular sections to be fixed in masonry at interval of each floor on concrete slab with 80 mm x 100 mm x 5mm thick galvanized M & L angle fixed on wall side with raw bolt size of 10 mm x 90 mm with necessary bolts & washers / nuts for the plumb the line levels. the glass panel's shall be fixed on a specially designed architectural sub-frame using Dow Corning 995 strural sealant & GE Silicon (SSG - 4000) sub frame would be fixed on main frame grid in a manner that no aluminium frame is visible from outside & grooves between the glass panel shall be filled with weather sealant of Dow corning 789 / GE Sil proof to made it air tight, water proof & dust free thus giving it a flush look outside. Glass will be of 6 mm thick Glaverbel reflective type with heat strengthened toughened.	2346.19	Sqft.		
18	Brickwork in CM (1:4): Brick work with common burnt clay modular bricks of class designation 3.5 and above in superstructure above plinth level upto floor five level in all shapes and sizes in : Cement mortar 1:4 (1 cement : 4 coarse sand)	4509.00	Cft		

19	Plastering with cement mortar 1:4 : Providing and applying 20 mm thick external sand faced cement plaster up to 10m from ground level and at all locations in cement mortar proportion specified below in two coats for masonry (except stone masonry) and concrete surfaces including providing water proofing compound to the first coat of plaster as per manufacturers specification, racking out joints, hacking of concrete surface, finishing, curing, scaffolding, etc. complete as directed By Engineer In Charge.	7150.15	Sqft.		
20	G.I. sheet roofing : Providing corrugated G.I. sheet roofing including vertical / curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead, including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (up to any pitch in horizontal/ vertical or curved surfaces), excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. 1.0 mm thick GI corrugated sheet with zinc coating not less than 275 gm/m²	6910.00	Sqft		
21	M.S. Framework for shed truss: Providing, detailing, composite fabricating members like Trusses, N-girders, girders, bracings, supports, purlins, runners, and similar structural steel members fabricated using M.S. hollow tubular steel sections (circular & rectangular pipes), of TATA Structural Make or equivalent conforming to IS 1239 part 1 and 2 and of grade Fe 250 as per specifications and approved fabrication drawings (which are to be prepared by Contractor and got approved from Engineer), including transportation of the same to site, erection of structural steel members for all heights & at all levels, provision of necessary erection bolts, fixing bolts, nuts, washers, cleats, stiffeners, gussets, base plate, and all necessary operations like preheating as per specifications, straightening, bending, cutting, drilling, grinding, machining if specified, welding, grinding, removing the welding burr and preparing surface for painting with wire brush cleaning and applying two coats of epoxy	3.50	MT		

	red oxide zinc phosphate primer of 30 microns each and two coats of Epoxy Corrosion Resistant Enamel paint of 30 microns after fabrication including touching up with spray painting after erection etc complete as directed by Engineer In Charge.				
22	Antiskid / matt vitrified tiles : Providing and laying 600 x 600 x 8 mm thk. vitrified tiles as specified below conforming to I.S.15622- 2006 with water absorption less than 0.08% for flooring of an approved, quality, make and pattern /design for flooring including cement mortar bedding of 25 mm thick in 1:4 proportion, cutting, leveling, jointing, filling the joints by neat cement slurry or approved colour grout, curing, finishing etc complete as directed by Engineer In Charge. (Antiskid / matt vitrified tiles)	5000.00	Sqft		
23	Providing and laying machine cut and mirror polished approved coloured Italian marble slab flooring of approved size, 20 mm +/- 2 mm thick of approved quality with approved quality, Italian marble inlays for flooring in required pattern on a bed of 1:4 cement mortar 25- 30 mm average thickness including neat cement float, filling joints with neat coloured cement slurry, curing, polishing and cleaning complete.	1560.00	Sqft		
24	Rainwater gutter : Supplying, fabricating, transporting to site and erecting 3.12mm thick MS gutter with all necessary supporting arrangement laid to proper slope, at all heights and levels, including surface cleaning, Grinding and removing the welding burr and applying one coats of red oxide zinc chromate primer and two coats of synthetic enamel paint on underside before erection & one coat of rubberized waterproof paint on upper side after erecting including making necessary connections with rain water pipes etc., complete as directed. Girth upto 600mm	452.00	Rft		
25	Fabrication, Supply & Fixing of steel work: Providing, fabricating and fixing M.S. grill work as per approved design and as per weight specified below to fencing / compound made out of square / round bars, M.S. flats, angles, with necessary holdfast including painting with one coat of red oxide zinc chromate primer and two coats of approved synthetic enamel paint etc. complete as	1.00	MT		

	directed by Engineer In Charge. Mild steel handrails, staircases, grills etc. as per site requirement.				
26	Fabrication, Supply & Fixing of steel work: Providing, fabricating and fixing M.S. grill work as per approved design and as per weight specified below to fencing / compound made out of square / round bars, M.S. flats, angles, with necessary holdfast including painting with one coat of red oxide zinc chromate primer and two coats of approved synthetic enamel paint etc. complete as directed by Engineer In Charge. Mild steel grill of weight 15 to 20 Kg/sq. m. (25 x 10 ft 3 Gates)	750.00	Sqft.		
27	Terrace water proofing with brick-bat: Waterproofing the terrace slab and staircase roof slab with average 100 mm thick concrete of broken brick bats and cement mortar (1:4) in the proportion of 2 parts of brick bats and 1 part of mortar, laid in proper slope (1:100) well rammed, watered and consolidated with vata 15 cm at junction of walls and Indian patent stone flooring 1:2:3 (12.5 mm chips) 40 mm thick and with admixture of approved water proofing compound as per manufacturers specifications laid after grouting the surface of brickbat coba with neat cement slurry in alternate suitable squares to required slope as directed including filling in joints with bitumen and cleaning the slab top of all dust and loose material; tamping, finishing and curing complete as directed and specified. Finishing the same with cement coba with grid of 30 cm x 30 cm.	7416.00	Sqft.		

28	<p>Overhead & Underground water tank water-proofing: Providing water proofing treatment to existing RCC overhead tank, basements, lift-pits and other underground structures. The treatment shall be done by giving INJECTIONS wherever necessary with waterproofing compound and cement solution as per tenderer's specifications into the floor & walls upto the full height of structures. All inherent holes, cavities, voids & honeycomb shall be filled up to make the structure consistent, homogenous resistant to water breakages, seepage, dampness and moisture etc. The floor shall then be treated with waterproofing metal coba of 30 mm to 35 mm thick in 1:4 C.S. mortar and walls with first coat of waterproofing plaster as per tenderer's specifications. Finally both floor and walls shall be finished smooth with joint less waterproofing plaster 1:3 C.S. 12 mm to 15 mm thick with water proofing materials as per tenderer's specifications in cement or finished rough to receive tile pavement or dado. The thickness of the treatment shall not be less than 50 mm to 60 mm for floors and 25 mm for walls.</p>	2400.00	Sqft.		
29	<p>Providing and laying in position ready mixed design mix M-20 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying and the cost of centering, shuttering, finishing and excluding reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. The Mix design as per particular specifications shall be got approved by Engineer-in-Charge before execution of the item. The rate shall include cost of all specified materials and operations at all levels and heights, including the cost of centering, shuttering and excluding reinforcement which shall be paid under relevant item.</p>	380.00	Cft		

30	<p>G.I. barbed wire fencing : Providing and fixing G.I. barbed wire fencing of crossed concertina 600 mm dia coil (spiral type) double razor blade wire 2.5 mm dia fencing on the proposed compound wall top for border security. The core wiring will be galvanized with zinc coating. Tie the razor wire by wire or welding barb arm with flange and fasten the razor wire on the existing brickwork compound wall. Tie the razor wire between two vertical supports as specified below embedded 0.45 m in the concrete block of size 0.3x0.3x0.5m, and 1.55m above the same spaced at 2.5 m c/c with inclined stays of the same material at 20 m c/c fixed in M15 grade cement concrete base block having dimension 0.3 x 0.3 x 0.5 m, including cross wires in each bay complete as directed by Engineer In Charge. With MS Angle 40 x 40 x 6 mm including painting with one coat of anti-corrosive paint, and two coats of approved enamel paint.</p>	680.00	Rft		
31	<p>Providing and laying paving floor tiles 50 mm thick of an approved quality and size for paving / flooring including cement mortar bedding of 25 mm thick in 1:4 proportion, cement float, machine cutting, dressing, leveling, jointing, filling the joints with neat cement slurry or with required pigment, curing, finishing, etc complete as directed by Engineer In Charge.</p>	16624.00	Sqft		
32	<p>PROVIDING PLY PROTECTION TO WINDOWS: The existing Aluminum / G. I. / Wooden windows of all the flats should be covered carefully with minimum 4mm thick ply wood, so as to cause minimum damages to the windows. The plywood should be fixed properly with due care and should be fixed in such a fashion that the windows can be opened with ease. In case where the window is already damaged before fixing, the contractor should bring it to the notice of the concerned flat owner, but in case the contractor's men damage the windows then he will have to repair the same at his cost.</p>	1296.00	Sqft		
33	<p>PROVIDING AND COVERING WITH HESAIN CLOTH TO PREVENT THE DEBRIS FROM FALLING: Providing hessian cloths around the scaffolding to prevent debris falling, if any damages have been done by falling of the debris, the contractor is liable to</p>	6046.63	Sqft		

	pay the damaged cost. Removing the same after the completion of work.				
34	PROVIDING AND COVERING WITH SAFETY NETS TO PREVENT THE DEBRIS FROM FALLING: Providing and installing Nylon net for protection from Birds entry in Entrance Lobby	2625.00	Sqft		
35	Two Legged Metal Tubular Scaffolding (Cup-lock type) : Providing and erecting two legged metal tubular scaffolding (cup lock type) of width 1200 to 1500mm largely free standing using H frames of tubular pipes of minimum 40mm diameter, with base plates fixed or adjustable with necessary clamps, coulders, brackets for projections, joint pins, pulleys and other accessories including steel angle or tubular pipe bracings at adequate intervals, access platforms of metal or timber planks of span not exceeding 1.5 metre centre to centre, horizontal & vertical tubes joint with cup & lock system with M.S. Tubes, M.S. tube challis, M.S. clamps and staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for execution of work including provision of rubber inserts to pipe ends at point of contact with tructure to avoid damage, including ccess ladders with intermediate platforms. the scaffolding to be suitably braced and anchored to to the building using support systems created temporarily at the opening in walls using vertical and horizontal adjustable propson the exterior side of building structure, upto 25 metre height, above ground level .	24186.52	Sqft.		
36	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement ,trenching ,refilling & testing of joints complete as per direction of Engineer in Charge.				
36.a	20 mm nominal outer dia Pipes	168.00	Rft		
36.b	32 mm nominal outer dia Pipes	168.00	Rft		
36.c	25 mm nominal outer dia Pipes	QRO	Rft		
37	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :				
37.a	25 mm nominal bore	6.00	each		

37.b	32 mm nominal bore	6.00	each		
37.c	50 mm nominal bore	8.00	each		
38	Providing and fixing ball valve (brass) of approved quality, High or low pressure, with plastic floats complete :				
38.a	20 mm nominal bore	18.00	each		
38.b	25 mm nominal bore	18.00	each		
39	Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of type-B 160 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed. (All fittings and accessories like clamps, etc. should be of same brand. No separate payment shall be made for fittings and accessories).	224.00	Rft		
40	Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of type-B 110 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed. (All fittings and accessories like clamps, etc. should be of same brand. No separate payment shall be made for fittings and accessories).	500.00	Rft		
41	Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of type-B 75 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed. (All fittings and accessories like clamps, etc. should be of same brand. No separate payment shall be made for fittings and accessories).	120.00	Rft		

42	Water-proof Texture & 1-Coat of primer & 2 Coat of Weather proof paint: Providing and applying first coat of approved Waterproof primer, and two coats of waterproof acrylic based textured exterior paint of an approved make and colour as per manufacturers specifications to old plastered surface or other surfaces, And Application of single coat of approved primer and two coats of anti-algal, anti-fungal, exterior paint as specified below of an approved make and colour as per manufacturers specifications to any surface at all height from ground level and at all locations as directed including preparing surfaces by scrapping and removing old paint, washing the surface before painting by any approved means, scaffolding, cleaning and curing etc. complete as directed by Engineer-in-charge. (Asian paint Exterior Texture paint + 1-coat primer + 2 coat of Paint)	27922.18	Sqft.		
43	Providing and applying first single coat of approved primer and two coats of anti-algal, anti-fungal, exterior paint as specified below of an approved make and colour as per manufacturers specifications to any surface, at all heights from ground level and at all locations as directed including preparing surfaces for painting by any approved means, scaffolding, cleaning and curing etc. complete as directed by Engineer-in-charge. (Asian paint Ultima Protect paint)	12334.00	Sqft.		
44	Providing and applying first single coat of approved primer and two coats of acrylic plastic emulsion paint of an approved make and colour as per manufacturer's specifications to any surface, at all height and locations as directed including scaffolding, cleaning and preparing surfaces for painting by any approved means etc. complete as directed by Engineer in- charge. (Asian paint Royal luxury paint)	12630.00	Sqft.		
45	Synthetic Enamel Paint: Providing and applying synthetic enamel paint or flat oil paint in any required shade in 3 coats over a primer coat as per manufacturers specifications including scrapping, cleaning the surface etc. Complete.	5000.00	Sqft.		

46	<p>Fire rated Double leaf Door - Laminate Finish: Providing & Fixing of wooden Fire door with Panic Bar of approved make and of required size, 120 minutes fire rating, integrity and insulation in accordance with the criteria of BS 476: Part22: 1987 and Report 212(1)/FR/2003; insulation on door leaf only. Tested at Fire Research Laboratory, Central Building Research Institute, Roorkee with standard heating conditions as specified in IS: 3809-1979 and BS: 476 part 20 & 22, 1987 to achieve the required integrity & insulation (i.e. to restrict the heat radiation, temperature rise on the non-fire side to the maximum of 140 degree Centigrade above the ambient temperature on the unexposed surface of the shutter). Red Mirranti Hard wood frame of section 145mm x 70mm with Intumescent strip (Imported) to take care of Hot and cold smoke of size 10mm x 2mm x 2Nos. concealed in the groove of the frame and 55mm thick double leaf shutter made out of perimeter railing of Red Mirranti wood of size 100mm x 29mm and Promina 60.9mm thick. Calcium Silicate Board Fire Retardant compound on each side coated with Intumescent sealant and faced with 4mm thick marine ply with Fire and smoke Intumescent Seal of size 20mm x 2mm x 1 No., mounted in the grooves in the shutter on all sides except bottom with 10mm thick Hardwood beading on all side. The Fire Doors with frame will be as per IS: 3614 part 2 and BS: 476 part 20 at FRL CBRI Roorkee with standard heating conditions as specified in IS: 3809 - 1979 and BS: 476 part 20 & 22 1987. The door shall be finished with 1 mm thick fire retardant laminate on both side etc. all complete to the entire</p>	64.00	Sqft.		
47	<p>Sealing the expansion joints by polysulphide sealant so as to make the joint completely water tight complete as directed. Size 25 mm wide</p>	3599.00	Rft		
48	<p>Providing and fixing APP (Atactic Polypropylene Polymer) modified prefabricated five layer 2 mm thick water proofing membrane, black finished reinforced with glass fiber matt consisting of a coat of bitumen primer for bitumen membrane @ 0.40 litre/sqm by the same membrane manufacture of density at 25°C, 0.87 - 0.89 kg/ litre and</p>	QRO			

	viscosity 70 - 160 cps. Over the primer coat the layer of membrane shall be laid using Butane torch and sealing all joints etc., and preparing the surface complete. The vital physical and chemical parameters of the membrane shall be as under: Joint strength in longitudinal and transverse direction at 23°C as 350/300 N/ 5 cm. Tear strength in longitudinal and transverse direction as 60/80N. Softening point of membrane not less than 150°C. Cold flexibility shall be upto -2°C when tested in accordance with ASTM, D - 5147. The laying of membrane shall be got done through the authorized applicator of the manufacture of membrane. 22.18.1 2mm (for corrugated roof sheets)				
49	Removal & disposal of civil work rubbish, broken glasses, broken furniture, etc. using dumper trucks and disposal to BMCs dumping yard.	Lump Sum			
50	Cleaning of the existing drainage chamber, lines and clearing the same in case of any blockage to make it operational.	Lump Sum			
TOTAL (PART -1 EXTERIOR RENOVATION WORKS)					
PART - 2 RENOVATION OF TOILETS					
1	Breaking & Removing works				
a	Dismantling tile work in from toilet & bathroom floors and wall tiles laid in cement mortar including disposal of debris.	5482.97	Sqft.		
b	Breaking of existing waterproofing layers : Removing any existing water proofing layers of I. P. S. with bituminous joints and brick bat coba over the bathroom , toilets, existing terrace floor, chajja, top of headroom slab and canopy including cement vata and exposing R.C.C. slab top & removing & carting away the debris the debris from complete.	742.92	Sqft.		
c	Carefully removing doors, windows & any other furniture items from the toilets & bathroom area including disposal of debris & stacking of useful material at demarked area.	38.00	No		
d	Demolishing & breaking of gypsum ceiling including its framework and clamps from the ceiling slab and disposal of debris.	651.02	Sqft		
e	Carefully removing all the sanitary appliances from the wall, floors and stacking of useful material at demarked	63.00	No		

	area and disposal of scrap items. Removing soil pan, urinal, wash basin and sink of any type, size, make and brand including its bedding drainage fitting. etc. complete.				
f	Demolishing brick work in lime or cement mortar including plaster, paint, etc. manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.	335.00	Cft		
<u>Toilet - Civil Works</u>					
2	Water proofing of Toilet area : Providing and laying water proofing treatment to vertical and horizontal surfaces of depressed portions of W.C., kitchen and the like consisting of : (i) 1st course of applying cement slurry @ 4.4 kg/sqm mixed with water proofing compound conforming to IS 2645 in recommended proportions including rounding off junction of vertical and horizontal surface. (ii) 2nd course of 20 mm cement plaster 1:3 (1 cement: 3 coarse sand) mixed with water proofing compound in recommended proportion including rounding off junction of vertical and horizontal surface. (iii) 3rd course of applying blown or residual bitumen applied hot at 1.7 kg. per sqm of area. (iv) The sunk portion shall then be covered with brickbat waterproof coba in 1:5 c.s. of required thickness with necessary gradient for easy flow of water. Finally the floor shall be covered with joint less waterproof cement plaster in 1:3 c.s. 12 mm to 15 mm thick finished rough for receiving tiles. The average thickness of complete treatment shall not be less than 100 mm. The soil pan area will not be deducted. (After completion of work leakage test shall be carried out after impounding the water for 7 days without any extra cost.) (v) 4th course of 400 micron thick PVC sheet. (Overlaps at joints of PVC sheet should be 100 mm wide and pasted to each other with bitumen @ 1.7 kg/sqm).	1644.52	Sqft		
3	Raising the floor height of existing toilet upto 30 mm as per site requirement with brick bat and cement mortar having appropriate proportion of waterproofing compound. Finishing with IPS 20 mm thk.	1233.39	Cft		
4	Flooring tiles Matt finish anti-skid tiles:	742.92			

	Providing and laying of 600x600 & 8 mm thk. vitrified tiles as specified below conforming to I.S.15622- 2006 with water absorption less than 0.08% for flooring of an approved, quality, make and pattern /design for flooring including cement mortar bedding of 25 mm thick in 1:4 proportion, cutting, levelling, jointing, filling the joints by neat cement slurry or approved colour grout, curing, finishing etc complete as directed by Engineer In Charge.		Sqft.		
5	Bathroom Wall tiles: Providing and laying 600x 1200, 8mm thk. ceramic tiles as specified below conforming to I.S.15622-2006 for flooring of an approved, quality, make, size and pattern /design, for flooring including cement mortar bedding of 25 mm thick in 1:4 proportion, neat cement float, cutting, leveling, jointing, filling the joints by neat cement slurry or approved colour grout, curing, finishing etc complete as directed by Engineer In Charge.	4743.75	Sqft.		
6	Brickwork with AAC blocks/ Siporex blocks/ Modular bricks for concealed plumbing works with 6" thick : Providing and laying autoclaved aerated (cellular) cement blocks masonry with more than 100 mm thick AAC blocks in cement mortar 1:4 (1 cement : 4 coarse sand) including RCC stiffeners. The rate includes providing and placing in position 2 Nos 6 mm dia M.S. bars at every third course of masonry work, racking of joints, scaffolding and curing, etc. completed as directed by Engineer-in-Charge. Siporex blocks.	583.05	Sqft.		
7	Brickwork with AAC blocks/ Siporex blocks/ Modular bricks for partition wall with 6" thick : Providing and laying autoclaved aerated (cellular) cement blocks masonry with equal to & more than 100 mm thick AAC blocks in cement mortar 1:4 (1 cement : 4 coarse sand) including RCC stiffeners. The rate includes providing and placing in position 2 Nos 6 mm dia M.S. bars at every third course of masonry work, racking of joints, scaffolding and curing, etc. completed as directed by Engineer-in-Charge. Siporex blocks.	770.50	Sqft.		
8	Brickwork with AAC blocks/ Siporex blocks/ Modular bricks for partition wall with 4" thick : Providing and	770.50	Sqft.		

	laying autoclaved aerated (cellular) cement blocks masonry with more than 100 mm thick AAC blocks in cement mortar 1:4 (1 cement : 4 coarse sand) including RCC stiffeners. The rate includes providing and placing in position 2 Nos 6 mm dia M.S. bars at every third course of masonry work, racking of joints, scaffolding and curing, etc. completed as directed by Engineer-in-Charge. Siporex blocks.				
9	Plastering with cement mortar 1:4: thickness 12mm to 20mm thk. Plaster including raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish. Toilet inter walls (CM1:3)	5483.20	Sqft.		
10	STRUCTURAL POLYMER REPAIR				
	a) Removing loose concrete around the RCC member at specified locations upto concrete core with chisel and hammer, all debris, spalls, etc. to be carted outside the building compound upto the municipal dump with all lead and lift complete as per the direction of Engineer In charge				
	b) Rust Remover Brushing with wire brush and removing all rust scales from rebars & washing with water as required and providing and applying Rust Remover of approved make on existing exposed reinforcement bars as specified.				
	c) R.I. Coat Providing and applying Rust Inhibition Coat / system to exposed rebars & also new rebars complete.				
	d) Bond coat Providing and applying raw Polymer Bond Coat / system to all exposed concrete surface and rebars prior to polymer treatment complete.				
	e) Thermostat Grout (Monopol or equivalent) mechanically with pressure pumps, due to its low viscosity like water it fills ups cracks and honeycombs in concrete, to be strictly used as per manufactures				
	e) P.M.M. Providing and applying Polymer modified mortar in ratio 1:5:15 (1 part by weight of polymer : 5 parts by weight of cement : 15 parts by weight of Quartz sand) upto 25 mm thickness all complete.				
10.a	In beams, columns, slab in upto 25 mm thickness.	822.25	Sqft.		
10.b	In beams, columns, slab in upto 50 mm thickness.	822.25	Sqft.		

11	<p>Gypsum Ceiling: Providing & Fixing False Ceiling comprising of following material including fixing in galvanized steel sections with white color coated cap comprised of main tee 34 mm x 24 mm (heavy duty as per ASTM C - 635 standard tested) with pre-punched cross tee slots (at every 100 mm c/c) to be placed at 1200 mm c/c, suspended with 4 mm GI (TATA MAKE) straightened wire at every 1.2 mtr, other end of the wire provided with GI J hook & nut. All the false ceiling panels around the perimeter of the false ceiling & around the RCC columns shall rest on the perimeter G.I. molding of size 19 mm x 19 mm which is fixed to the walls with help of rawal plug & GI screw at the same level as false ceiling. The cross tee of 1200 mm length (26 mm x 24 mm wide Heavy duty) shall be locked in main tee at every 600 mm c/c. to form grid of 600 x 1200 mm. Further 600 mm long tee need to be locked in to 1200 mm tee to make the final grid of 600 mm X 600 mm, including making provision for cut outs and / or trap door for electrical and mechanical systems, etc complete as directed by Engineer In charge.</p>				
11.a	With India Gypsum PVC laminated 9.5 mm thk & finishing the same with white colour wash.	411.13	Sqft.		
11.b	With approved quality of false ceiling made up of PVC material having thickness 12 mm.	411.13	Sqft.		
12	<p>Door/ Window Marble framework : Providing and fixing 20+2mm thick machine cut mirror polish 1st quality Granite window sill including edge polishing polished natural stone tiles as specified below of approved quality, pattern and colour for sill and jambs including preparing the surface and levelling in the desired line, cement mortar 1:3 bedding or backing, cement float, machine cutting, levelling, jointing, smooth cement plastering along the sides to match the existing surface in cement mortar 1:3, filling the joints with neat cement or pigment mixed with cement, finishing, curing etc complete as directed by Engineer In Charge.</p>				
12.a	(18mm thk. Telephone black marble for width upto 300mm)	653.20	Rft.		
12.b	(18mm thk. Telephone black marble for width upto 150mm)	653.20	Rft.		

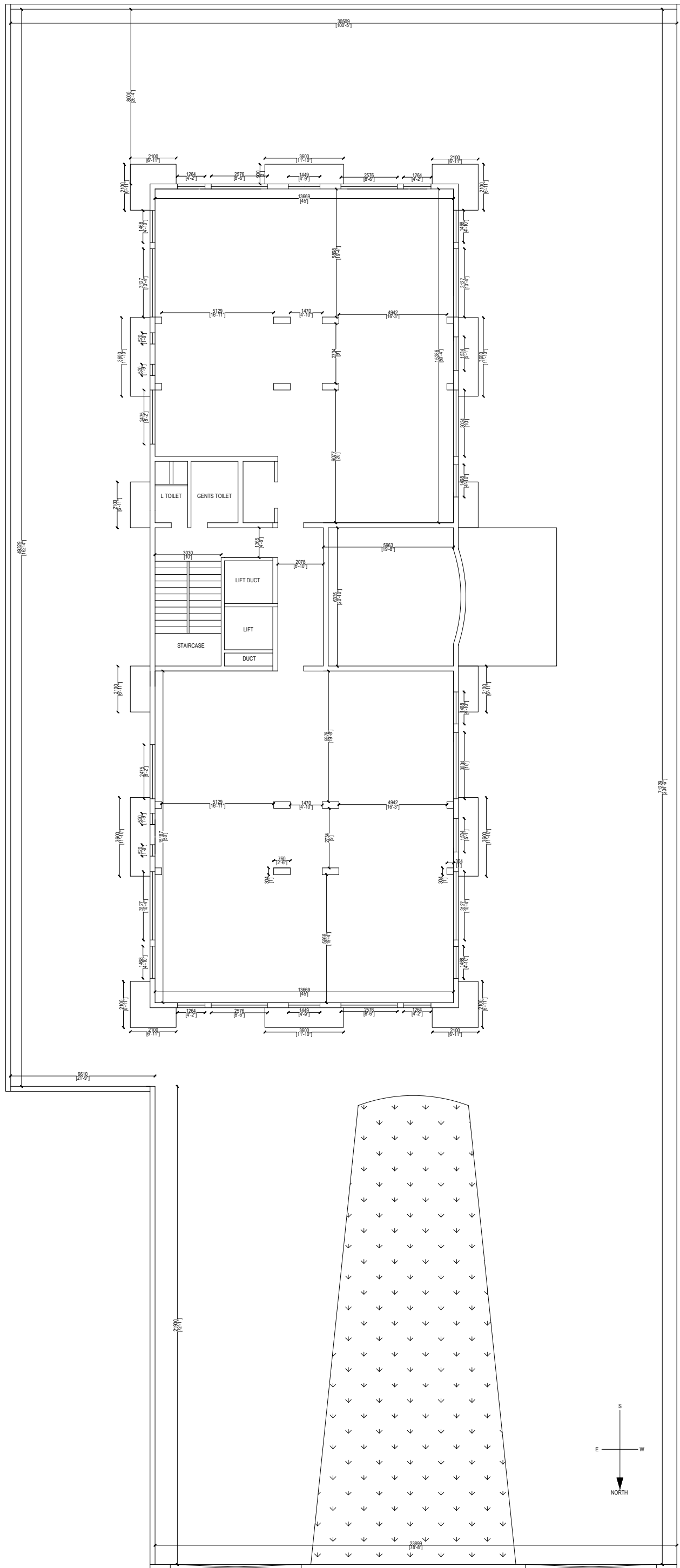
13	Solid flush door: Providing and fixing superior quality factory made single leaf Phenol Bonded waterproof solid core flush door shutters 35mm thick commercial type hot pressed conforming to IS:2202 (Part I,II) 1991 including 12 mm thk teak wood lipping all around with one coat of primer, putty and finished with laminated /PVC surface on both sides etc. complete as directed. including Hinges, aldrop & standard door hardware.(2100 x 1200)	38.00	Nos		
14	Louvered Window: Providing and fixing in position aluminium louvered window with anodised aluminium frame of approved make and of size 40mm x 20mm x 2.0mm (wt. 0.605 kg/Rm) including adjustable aluminium frame, 4 to 6mm thk. frosted glass, fixtures and fastenings etc. complete as directed by by Engineer In Charge.	10.00	Nos		
15	<u>Drainage pipelines</u>				
15.a	Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of type-B 110 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed. (All fittings and accessories like clamps, etc. should be of same brand. No separate payment shall be made for fittings and accessories).	400.00	Rft		
15.b	Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of type-B 75 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed.(All fittings and accessories like clamps, etc. should be of same brand. No separate payment shall be made for fittings and accessories).	240.00	Rft		
15.c	Providing and fixing uPVC (Soil/Waste) pipe of type-B 40 mm dia. with brass fittings and clamps, i/c making good the walls etc. concealed pipe, including painting with anti-corrosive bitumastic paint, cutting chases and making good the wall : 40 mm dia nominal bore	440.00	Rft		

15.d	Providing & fixing Air pipe for flusing arrangement of WC & Urinal. (1/2" thk with PVC material.	180.00	Rft		
16	Water supply lines Providing and fixing concealed CPVC pipelines including necessary fitting for water supply works including making cutting for concealing the CPVC lines and finishing the same with cement mortar.				
16.a	20 mm CPVC line (3/4")	800.00	Rft		
16.b	25 mm CPVC Line(1")	400.00	Rft		
	<u>Sanitary Appliances</u>				
17	Providing and Fixing 75 mm PVC (2-way/3-way/4-way) nahani trap with S.S grating nahani trap cover. Rate inclusive of all necessary hardware, bend with cleaning caps fixed complete.	36.00	Nos		
18	European type wall-hung white water closet: Providing and fixing European type wall-hung white water closet of approved make with push valve concealed type with cover plate 32mm size of approved make including soil pipe, vent pipe up to outside face of wall ,100mm dia. G.I. plug bend inlet pipe all fittings, cutting and making good walls, floors etc. complete. (Basic Price = Rs 10600)	30.00	Nos		
19	Providing & fixing Flush tank including necessary fittings, accessories of approved make suitable for Wall-hung european WC. (15" x 15")	18.00	Nos		
20	Providing and fixing flush valve with wall plate 25mm with lever knob., accessories of approved make suitable for Wall-hung european WC.	18.00	Nos		
21	Providing & fixing S.S. Hose pipe connector 2 ft length with 20 mm connector of appropriate length including necessary fittings.	49.00	Nos		
22	Providing & fixing 2-way Bib cock of approved make including necessary fittings.	18.00	Nos		
23	Providing and fixing Health Faucet with one metre long easy flex tube in chrome finish and wall flange...etc.	18.00	Nos		
24	Providing and fixing White Vitreous China make wash basin of approved make or equivalent under counter type Oval wash basin of size 550 x 480mm with CI brackets suitable for mounting below granite counter including waste fitting with CP brass bottle trap, angle valve with CP connection etc as	18.00	Nos		

	specified. (Oval Wash Basin Model No.10051 OR consider equivalent make.) (Basic Price = Rs 2950)				
25	Providing and fixing Jaquar make Pillarcock long neck type auto closing system etc., complete (Basic Price = Rs 1275)	18.00	Nos		
26	Providing and fixing Jaquar make waste coupling of appropriate sizes for wash basins, urinals of approved sizes.... Etc., complete.	31.00	Nos		
27	Providing & fixing chromium plated 32mm Jaguar make Series allied modelno. ALD-769 B Bottle trap (with internal partition) for Wash Basins/ Urinals including Waste Coupling fixed in required position with 250mm long wall connection pipes and wall flange with all necessary fittings and fixtures, etc. complete and as directed by The Engineer in charge.	31.00	Nos		
28	Providing and fixing brass CP angle cock for flush tank, wash basin, urinals etc of approved make.	33.00	Nos		
29	Supplying & Fixing approved make flat back Urinal rear inlet with urinal flush valve of Jaquar make including CP SS dome shaped grating C.P. waste coupling, CP spreader, CP 'P' trap.(Urinal White color Model no.60002, Jaquar Make Push Type Valve Cat.No.PRS- 077 OR consider equivalent make) Approx. size 600 x 330 x 315 mm including fittings brackets... etc complete. (Basic Rate Rs. 5500)	26.00	Nos		
30	Providing & fixing 8mm thick Urinal partitions of 900mm high & 600 mm wide round edges moulding and fixed with appropriate shaped S.S. brackets & filling joints in white cement mixed with pigment to match the colour of granite including curing, cleaning etc. complete. (Basic Rate Rs. 3600)	23.00	Nos		
31	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931 15 mm nominal bore.	18.00	Nos		
32	Providing and fixing frameless mirror of superior glass (of approved quality) and of required shape and size & fixed with studs and brackets approved make and shade with 6 mm thick hard board backing	132.00	Nos		
33	Providing and fixing ISI marked make CP brass liquid soap dispensers with CP brass bracket capacity 250 ml.	18.00	Nos		

34	Providing and fixing JAQUAR MAKE, Tissue Paper Holder Recessed type (S.Steel) including cutting and making good the wall wherever required etc complete	18.00	Nos		
35	Providing and fixing JAQUAR MAKE, Toilet Paper Holder Recessed type (S.Steel) including cutting and making good the wall wherever required etc complete	18.00	Nos		
36	Supplying C.P. Stainless steel dust-bins of appropriate sizes of approved make.	27.00	Nos		
37	Providing and fixing JAQUAR MAKE towel rod of approved design upto banks satisfaction level.	19.00	Nos		
38	Providing and fixing JAQUAR MAKE Double hook bracket of approved design upto banks satisfaction level.	18.00	Nos		
39	Supplying 600 x 450 size dura wipe door mats for toilets of approved design.	27.00	Nos		
40	WASH BASIN COUNTER: Providing and making wash basin counter in single piece of 18 mm to 20 mm thk. Telephone Black granite 600 mm side fixed over 25 to 40 mm thk. Black Cuddappa, stand with type construction, by making zari, in walls up to 75 mm deep & fitting the wall surface by C.M. 1:2 with necessary moulding, profile cutting in granite and cudappa including making hole to receive pillar cock for wash basin etc complete.	40.00	Rft		
Total PART - 2 RENOVATION OF TOILETS					
A	TOTAL (PART -1 + PART-2)				
B	DISCOUNTS IF ANY				
C	NET TOTAL AFTER DISCOUNT(A-B)				
D	GST @ 18% on C				
E	GRAND TOTAL (C+D)				
AMOUNT IN WORDS:					

Rate inclusive of all Material charges, Transportation, Local levies as applicable, Loading, Unloading, Lifting- Shifting, Erection, Testing , Commissioning, Scaffolding.



HCL HOUSE, BANK OWNED COMMERCIAL BUILDING AT MAROL, ANDHERI (E), MUMBAI