



SUBJECT: SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SPECIALISED KITCHEN EQUIPMENTS AND ASSOCIATED WORKS AT STAFF CANTEEN, 2nd FLOOR OF CENTRAL OFFICE, 239, NARIMAN POINT MUMBAI.

NIT FOR ELIGIBLE SPECIALISED KITCHEN EQUIPMENTS MANUFACTURERS FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SPECIALISED KITCHEN EQUIPMENTS

PART-1

PREQUALIFICATION CUM TECHNICAL BID

Date of issue of Tender	: 21.10.2022 to 14.11.2022 During office hours.
Last date for submission of tender	: 14.11.2022 up to 3.00 pm.
Opening of Bid	: 14.11.2022 at 3.30 pm.
Pre bid Meeting	: 05.11.2022 at 11.30 am.

Owner:

Union Bank of India,
Central Office, 239, Vidhan Bhavan
Marg, Nariman Point, Mumbai-400021.
Tel: 022-22892587,89.

Consultant:

M/s Design Ideas, Architects.
1, Girja Bhavan, 163/B, Dr Ambedkar Rd,
Dadar East, Mumbai-400014
Tel: 24118778/ 24121713.
Mobile: 9821004421.
Email: ideas.design@yahoo.com



CENTRAL OFFICE MUMBAI.
 ARCHITECT DIVISION, SUPPORT SERVICES DEPARTMENT
 7th FLOOR, UNION BANK BHAVAN,
 239, VIDHAN BHAVAN MARG,
 NARIMAN POINT, MUMBAI.

**SUBJECT: NIT FOR ELIGIBLE SPECIALISED KITCHEN EQUIPMENTS MANUFACTURES
 FOR SUPPLYING & INSTALLING KITCHEN EQUIPMENTS AT 2nd FLOOR, CENTRAL
 OFFICE, UNION BANK BHAVAN, NARIMAN POINT, MUMBAI-400 021.**

Date of Issue of Tender : From 21.10.2022 to 14.11.2022
 During office hours

Pre-bid Meeting with Contractor : 11.30a.m. on 05.11.2022

Last date of submission of Tender : Up to 3.00p.m. on 14.11.2022

Date & Time of opening the Technical bid. : 3.30 p.m. on 14.11.2022
 (TENDERS WILL BE OPENED IN PRESENCE OF CONTRACTING AGENCIES)

PLACE OF SUBMISSION: UNION BANK OF INDIA
 7th UNION BANK BHAVAN
 239, VIDHAN BHAVAN MARG
 MUMBAI-400 021.

TENDER ISSUED TO: M/S_____



CENTRAL OFFICE MUMBAI.
ARCHITECT DIVISION,SUPPORT SERVICES DEPARTMENT
7th FLOOR, UNION BANK BHAVAN,
239, VIDHAN BHAVAN MARG,
NARIMAN POINT, MUMBAI.

NIT FOR ELIGIBLE SPECIALISED KITCHEN EQUIPMENTS MANUFACTURES FOR SUPPLY, INSTALLATION TESTING COMMISSIONING OF SPECIALIZED KITCHEN EQUIPMENTS & ASSOCIATED WORKS AT STAFF CANTEEN, 2nd FLOOR, CENTRAL OFFICE, NARIMAN POINT, MUMBAI.

Union Bank of India invites Tenders in Two -bid system i.e. Technical Bid and Commercial/Price Bid from eligible Specialized Kitchen Equipments Manufactures having registered Branch office in Mumbai and executed at least one project, work of similar nature in Mumbai for Supply, Installation, Testing, Commissioning of Specialized Kitchen Equipments and associated works at staff canteen,2nd floor, Central Office Building. The estimated cost of work is **Rs.20.47 Lakhs +18% GST** and the **Completion** period is **30 days**. Tender forms (prequalification and Price Bid) can be collected against payment of **Rs.1000/- (non-refundable)** by way of pay order drawn from Nationalized Bank only in favor of “Union Bank of India” payable at Mumbai during working hours from **21.10.2022 to 14.11.2022 upto 1pm**.The tenders are also available on Bank’s website www.unionbankofindia.co.in. & Government portal www.eprocure.gov.in.Tenderer downloading documents from website, must submit pay order for document cost (**Rs.1000/-**) while submitting the tender in a separate envelope super scribing “tender cost” else tender will not be considered for opening.The last date of submission of tender is **14.11.2022 upto 3.00 PM**.

Applicants registered as **MSME / NSIC / Udyog Aadhar/SSI** Scheme are exempted from depositing cost of BID document / EMD provided they attach self attested copy of the relevant certificate.

The Bank reserves the right to reject any or all applications without assigning any reasons whatsoever. Please refer banks website and Govt.portal regarding any corrigendum for the subject tender till finalization.

**ASST. GENERAL MANAGER
CENTRAL OFFICE, MUMBAI**

INDEX

Sr. No.	Contents	Page No.
1.	NOTICE FOR INVITING TENDER	6
2.	BIO-DATA OF CONTRACTING AGENCY	9
3.	INSTRUCTIONS WITH REGARD TO SUBMISSION OF TENDERS	18
4.	TENDER FORM	21
5.	INDEMNITY BOND	23
6.	ARTICLES OF AGREEMENT	26
7.	GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS	41
8.	APPENDIX HEREIN BEFORE REFERRED TO	72
9.	SCOPE OF WORK AND SPECIAL INSTRUCTIONS	73
10.	ADDITIONAL CONDITIONS	76
11.	LIST OF MATERIAL OF APPROVED MAKE	80

DISCLAIMER

The information is provided to prospective tenderer having Registered Branch Office in Mumbai, who intend to participate in bidding process for Supply, Installation, Testing, Commissioning of Specialized Kitchen Equipments and Associated works at Staff Canteen, 2nd floor of Central Office, 239, Nariman Point, Mumbai, for Union Bank of India for which this tender has been issued, as per the terms and conditions set out in this tender and any other terms and conditions related to such information.

This tender is neither an agreement nor an offer and the purpose of this Tender/ Request for Proposal (RFP) is to provide the Bidder(s) with information to assist the formulation of their proposals. The RFP 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 RFP and where necessary obtain independent advices/clarifications. They should not rely solely on the information contained in the blank tender documents / forms. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The Bank is not responsible if no due diligence is performed by the Respondents.

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 Bid stage.

Union Bank of India 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 bids without assigning any reason thereof.

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.



NOTICE FOR INVITING TENDER

To

Dear Sir,

SUBJECT: Supply, Installation, Testing, Commissioning of Specialized Kitchen Equipments and Associated works at Staff Canteen ,2nd floor of Central Office, 239, Nariman Point, Mumbai.

- 1) Sealed, Item Rate, tenders are invited in the prescribed format from eligible specialized Kitchen Equipments Manufactures having registered branch office in Mumbai for Supply, Installation, Testing, Commissioning of Specialized Kitchen Equipments and Associated works at Staff Canteen, 2nd floor of Central Office, 239, Nariman Point, Mumbai as per following details:

Estimated Cost of the Work	: Rs.20.47 lakhs +18% GST.
Earnest Money Deposit	: Rs.41,000.00 by way of pay order drawn From Nationalized Bank only in favor of Union Bank of India payable at Mumbai.
Period of Completion	: 30 Days
Validity of Tender	: 90 days
Date of Issue of Tender	: From 21.10.2022 to 14.11.2022 During office hours
Pre-bid Meeting with Contractor	: <u>11.30a.m. on 05.11.2022</u>
Last date of submission of Tender	: Up to 3.00p.m. on 14.11.2022
Date & Time of opening the Technical bid.	: 3.30 p.m. on 14.11.2022 (TENDERS WILL BE OPENED IN PRESENCE OF CONTRACTING AGENCIES)

The standard kitchen manufacturing company can collect the tender document from the office of the Client: 7th floor, Support Services Department, Union Bank of India, 239, Central Office, Nariman point, Mumbai on payment of Rs.1000/- (non-refundable) by way of pay order drawn from Nationalized Bank only in favour of "Union Bank of India" payable at Mumbai and should be submitted in original, duly stamped, and sealed in the same office. No tender will be received after the expiry of the time notified for receiving tenders under any circumstances whatsoever.

- 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 in the presence of contracting agencies or their authorized representatives of contracting agency.

- 3) The work to be completed within **30 days** from 7th day of the date of acceptance of work order placed by M/s Union Bank of India.
- 4) The tenderers are required to complete form of tender, price the schedule of quantities and sign each page of tender documents before submission. The completed set is to be enclosed in a sealed envelope addressed 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.**

- 5) 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 Nationalized Bank, Prequalification application and any other matter.
The envelope No. 2 shall be marked as Price Bid.
All the above 2 envelopes to be put in **3rd envelope** super scribing the subject tender before submitting.
- 6) **Envelope No.1**.Will be opened on the due date of opening. **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.
- 7) Tenders are to be submitted in one sealed Envelope Cover Enclosing Therein the Envelope No.1 and Envelope No.2 Duly Super scribed **“Tender for Supply, Installation, Testing, Commissioning of Specialized Kitchen Equipments and Associated works at Staff Canteen, 2nd floor of Central Office, 239, Nariman Point, Mumbai”**.
- 8) The tenderer must use only the tender forms issued for the purpose to fill in the rates. Intimation of tender quoted by letter, telegram/ telex will not be acceptable. The tender must be dropped in a tender box kept at 7th floor, Support Services Department, Union Bank of India, 239 ,Central Office,Nariman point,Mumbai. **Delivery of the tender through courier/ post shall be avoided and any disputes arising thereof shall not be entertained.**
- 9) Tenderers are advised not to make any alteration/modification in the tender documents, Item of work or in any respect whatsoever. Violation of this requirement will make the Tender liable for rejection.
- 10) In case of postal delivery, the tenderer has to ensure that tender is reached before the due date and time and dropped in the tender box. The Bank will not be responsible for damage in the transit and delay of receipt of tender, if any or sent by a special messenger. No tender will be received after the expiry of the time notified for receiving tenders under any circumstances whatsoever. **Tender received late shall be rejected.**
- 11) The tender rate against each item of work / price indicated in the schedule of quantities and rates / price should be indicated both in words and figures. In case of any discrepancy, the rates indicated in words would prevail.
- 12) The rates quoted against each item of work / price should be for the complete finished item of work and include all labour, material, taxes, overhead, duties, etc. Any statutory change in the tax structure after opening of the tender shall be reimbursed by the Bank as per actual.

- 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.
- 15) The Union Bank of India shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- 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) Tender submitted without EMD from Nationalized 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 Cheques will be accepted on account of EMD. Tenders submitted with the cheque as EMD will be treated as incomplete and will be rejected.
- 18) The earnest money deposited shall not carry any interest and will be refunded to the unsuccessful tenderers. Earnest money paid by the successful contractor will be retained by the Bank till completion of the work.
- 19) Earnest money paid by contractor shall be forfeited by the Bank if contractor fails to undertake the job if he is communicated about acceptance of his rates.
- 20) All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.

ASST. GENERAL MANAGER

BIO - DATA OF CONTRACTING AGENCY

1. Name of the firm :
- Address :
- Telephone No. :
- Office :
- Residence :
- Mobile :
- Fax :
- E-Mail :
- 2a) Whether proprietary/partnership/ Pvt. Ltd. / Public Ltd. (certificate of registration / partnership deed to be enclosed as Annexure-I) :
- b) Name of the Proprietor, Partners, Directors
- I)
- II)
- c) Year of establishment :
3. Registration with Tax Authorities :
- i) Income-tax (PAN) No. :
- ii) GST No. :
- iii) EPF Regn. No. :
- iv) ESI Regn. No. :
- v) TIN / VAT No. :

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

4. Names of the Bankers with address & telephone numbers:
- I)
- II)
5. Enclose solvency certificate 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-Sheet and Profit & Loss A/C. for the last 3 years i.e. Assessment years-2019-2020,2020-2021,2021-2022 as Annexure-IV-A, IV-B & IV-C. : Enclosed/ Not enclosed
7. Registration with Govt. / Public Sector / Banks (certificates of Registration to be enclosed as Annexure-V.

Name of the Organization	Year since 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 dt Commence completion		If work left incomplete or terminated (give reasons)

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

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

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

14. Details of Pre-Qualifying work (Filling of columns is mandatory and to be supported by copies of work order and completion letters as per the criteria. 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 5 years:

Sr. No.	Year	Turnover (Rs.in lacs)	Income-tax paid	VAT paid	Service Tax paid
1	2017-18				
2	2018-19				
3	2019-20				
4	2020-21				
5	2021-22				

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

17. List of equipments / machinery owned:

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

18. PRE-QUALIFICATION CRITERIA:

It is mandatory that all the agencies shall have registration for PAN /VAT / TIN / GST.
(Estimated Cost: Rs.20.47 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.16,37,600.00 OR Should have executed two similar work of Rs.50% of estimated cost i.e. Rs.10,23,500.00 OR Should have executed three similar works of 40% of estimated cost i.e. Rs.8,18,800.00 during last 7 years.	50	
2	Average turnover for the last three years shall be 30% of estimated cost i.e. Rs.6,14,100.00 and above.	25	
3	Should have submitted solvency certificate of 30% of estimated cost i.e. Rs.6,14,100.00 (not older than 6 months).	Mandatory	
4	Should have made profit at least in two years during last three years.	25	

NOTE: The value of work executed will be enhanced by 5% per year to ascertain current value of the work done. 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. Contractors themselves have to fill in self-rating marks column in the above table. The similar work means Supply, Installation, Testing, Commissioning of Specialized Kitchen Equipments and Associated works.

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, ESI and VAT / TIN authorities.	
III	Solvency Certificate.	
IVA, IVB, IVC	Audited Balance Sheet & Profit & Loss A/c. Statement for 2019-2020 & 2019-2020,2020-2021	
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, VIIID, VIIIE	Copies of income-tax returns/ assessment orders for each year from 2019 to 2022	

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

PLACE:
DATE:

SIGNATURE WITH OFFICE SEAL

DETAILS OF PREQUALIFYING WORKS - II

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

12.	NAME OF FIRM & ADDRESS FOR WHOM THE WORK IS EXECUTED	
13.	DETAILS OF WORK DONE BY THE FIRM	1.
14.	PHOTOGRAPHS OF WORK COMPLETED (PLEASE ENCLOSE COPY)	
15.	VALUE OF CONTRACT EXECUTED	
16.	BRIEF DISCRIPTION OF THE WORK	
17.	PERIOD DURING WHICH THE CONTRACT IS EXECUTED	
18.	WORK ORDER REFERENCE (PLEASE ENCLOSE COPY OF THE WORK ORDER)	
19.	COMPLETION CERTIFICATE REFERENCE (PLEASE ENCLOSE COPY OF THE COMPLETION OF WORK)	
20.	DELAY IN EXECUTION OF WORK	
21.	WHETHER TIME SCHEDULE IS ADHERED TO	
22.	ANY OTHER INFORMATION WHICH YOU CONSIDER WILL HELP US IN TAKING OUR DECISION.	

PLACE:
DATE:

SIGNATURE WITH OFFICE SEAL

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/ Dy. 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

DECLARATION

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

I / We acknowledge that:

It shall be deemed that by submitting the Proposal, I/we have:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred above;
- d) satisfied itself about all matters, things and information, including matters referred above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of interest: and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

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

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

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

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

INSTRUCTION WITH REGARD TO SUBMISSION OF TENDER

- 1) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while initials of the tenderer must attest filling the tender. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender invalid and it will be the option of Union Bank of India to accept or reject the tender. No request of any change in rate or conditions after opening of the tender will be entertained.
- 2) In the case of figures, the word Rs. should be written before the figures of rupees and the word 'P' written after the decimal figures e.g. Rs. 3.25 P. In the case of words, the word Rupee should similarly precede and the words "Paise only" should be written at the end, closely following each the 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 upto two decimal places.
- 3) The different Schedules should be filled as follows:
 - (a) The "Rate" Column wherever applicable to be legibly filled in ink in both figures and words.
 - (b) The "Amount" Column also to be legibly filled in ink in both figures and words.
 - (c) All corrections to be initialed.
 - (d) No over writing is allowed.
 - (e) The figure of Item of rate shall be legibly filled in ink in both figure and words.
- 4) Errors in the bill of quantities shall be dealt with in the following manner.
 - a. In the event of any discrepancy between the rates quoted in words and the rates in figures the former shall prevail.
 - b. In the event of an error occurring in the amount column of the bills of quantities as a result of the wrong extension of the unit rate and the quantity, the unit rate shall be regarded, as firm and extension shall be amended on the basis of the rates.
 - c. All the errors in totaling in the amount column and in carrying forward the totals shall be corrected.
- 5) The tender shall be signed and dated at all places provided therein. Also all pages, 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.
- 6) The time allowed for completion of works is **30 days** 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.
- 7) 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.
- 8) Every tender shall be accompanied by earnest money of **Rs.41,000.00 (Rupees forty-one thousand 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 a further sum to make up 5% of the value of

the accepted tender. The security deposit will have to be made within 14 days from the date of acceptance of tender, failing which the Bank at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender.

- 9) The Earnest Money may be retained in the case of the successful tenderer as part of the security for due fulfillment of the Contract. No interest shall be paid on this deposit. Failure to enter into the Contract agreement within the stipulated time of 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.
- 10) The tenderer shall submit his 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.
- 11) The Bank does not bind himself to accept the lowest or any tender and reserve to them the right of accepting the whole or any part of the tender and tenderer is bound to perform the same at the rates quoted. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or 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.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) Contractor to coordinate and assist the Architect/Interior Designer 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.
- 16) Tenders shall remain valid for a period of 120 days from the date of opening of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during the initial validity period of 90 days.
- 17) 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.
- 18) 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.

- 19) 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.
- 20) 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.
- 21) No correspondence will be entertained in respect of this tender other than any clarifications strictly pertaining to this tender.
- 22) 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.
- 23) For electrical, sanitary, water supply and drainage works, tenderer must possess respective valid licenses from the competent authority of the area where the site is located.
- 24) Contractor should sign at the end of every page prior to submitting the tender.
- 25) Conditional tenders will be summarily rejected.
- 26) COMPLETION PERIOD OF THE PROJECT WILL BE 30 Days.
- 27) The contractor shall be responsible for obtaining all the necessary statutory permissions for the same.
- 28) COMMERCIAL EVALUATION: Only the technically qualified bidders 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 RFP will be unopened or returned to them unopened against acknowledgement.
- 29) 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 Project Architect and 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).
- 30) 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 2 to 3 years. The Bank's decision is final and binding.

**Asst. General Manager/ Dy. General Manager,
Support Services Dept., 7th floor,
Union Bank of India,
Union Bank Bhavan,
239, Vidhan Bhavan Marg, Nariman Point,
Mumbai-400021.**

TENDER FORM

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

SUBJECT: Supply, Installation, Testing, Commissioning of Specialized Kitchen Equipments and Associated works at Staff Canteen ,2nd floor of Central Office, 239, Nariman Point, Mumbai.

Sir,

1. 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

2. We are well aware and familiar with CPWD/ PWD, Schedule of Rates and their specifications, 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.
 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.

3. We agree that any other terms or conditions of contract or any general reservation which may be printed on any correspondence emanating from us in connection with this tender or with any contract resulting from this tender shall not be applicable to this tender or to the contract.

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

5. We are enclosing along with our tender an earnest money of Rs. _____ (Rupees _____ only) drawn from 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.

6. Subject to and in accordance with paragraphs 3 & 4 above and the terms and conditions contained or referred to in the documents listed in paragraph 1, we agree and offer to execute all the Works referred to in the said documents upon

the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered to be valued as per the conditions of contract.

- 7. We undertake to complete and deliver the whole of the works within a period i.e. **30 Days** as specified in the contract and further confirm that the time allowed for completion is adequate. Time allowed for completion of entire job or part job assigned shall be reckoned from the tenth day of the date of acceptance of work order. We shall be under the obligation to pay the sum as stated in the contract for every day that the works shall remain incomplete, damages as compensation subject to the conditions of contract relating to extension of time.
- 8. 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.
- 9. EMD Submitted by us shall be treated as Initial Security Deposit. EMD submitted shall be by way of DD/PO drawn from Nationalized Bank in favour of UNION BANK OF INDIA, payable at Mumbai. We further agree for a deduction of 8% from the running bill as retention money till accumulating total security deposit.
- 10. Validity of the tender is 120 days from the date of opening of tender or it may be beyond 120 days if mutually accepted.
- 11. The Bank is at liberty to accept or reject any tender, without assigning any reasons whatsoever.
- 12. 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.
- 13. Adherence to the pert chart will be ensured by us as the project is to be executed in a very strict time frame.
- 14. 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:
Scope of Work:

SUPPLEMENTARY CONDITION

INDEMNITY BOND

On the acceptance of his tender, the contractor will be required to execute an Indemnity Bond with-in 10 days of issue of work order in favor of the Bank against third party claims, civil or criminal complaints, site mishaps and other accidents or disputes 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.

INDEMNITY BOND

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

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

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

THIS DEED WITNESS AS FOLLOWS:

I/We _____, 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 _____ 2022.

SIGNED AND DELIVERED BY THE NAME AND ADDRESS
AFORESAID _____ (Contractor)

IN THE PRESENCE OF WITNESSES:

- 1.
- 2.

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 twentytwo.

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 already appointed and retained M/s _____, having its Office at _____ and Registered Office at _____ as Architect / Consultant for the Works or the Project.
- iii. 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 Consultants / Architect;
- iv. 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 Interior Consultants/ Architect and furnished to the Contractor.
- v. Having examined the general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings as prepared by the Consultants/ Architect, 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 Consultants / Architect and the Contractor submitted its tender for the contract sum of Rs. _____ towards the said work.
- vi. 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 _____.

- vii. 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.
- viii. 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.
- ix. 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 **30 Days** 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 consultant 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 Consultant a written notice specifying the discrepancy or divergence and the Consultant 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/ Architect/ Consultant. 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 Engineer/ Consultant's representative may direct. In case the required material/services of approved manufacturers/agencies are not available or are not upto the mark the Contractor shall procure material/ services from such other manufacturer/agencies as may be approved by the Consultant / 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 Consultant. The Consultant 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 Consultants' 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 Consultant/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 Consultants, 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 Consultant.
- ix. The Contractor shall promptly inform the Consultant 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 Consultant 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 Consultant and payment shall be made within eight (8) weeks from the date of receipt of final Certificate from the Consultant.

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 equipments, 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 or the consultant, 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/ consultant 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 note 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 consultant 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 consultant 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 consultant, all defects, shrinkages or small faults arising in the opinion of the consultant/ engineer from Work or materials not being in accordance with the drawings or specifications or schedule of quantities or the instructions of the Engineer/ consultant which may appear within the "Defects Liability Period of 12 months from the date of handing over completed site" 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 Engineer/ consultant, 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 Engineer/consultant 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 Engineer / consultant a written notice

specifying and giving the reason for such variation and the Engineer / consultant 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 Engineer / consultant.

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 consultant /Engineer during the execution of the Work, and to his entire satisfaction.

21.2 If required by the consultant /Engineer the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the consultant /Engineer 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 consultant/engineer 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 Consultant/Engineer when so directed by the Consultant / Engineer and written approval from Consultant / Engineer 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 Consultant /Engineer 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 / Consultant 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/Consultant has to be obtained in writing. The term equivalent means, if material specified is not available, then after satisfying to the fact, the consultant / engineer 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 Consultant 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.

The Consultant / Engineer 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 Consultant / Engineer 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 Engineer's instructions the Engineer 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 Consultant/ Engineer 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 Consultant/ Engineer 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 Consultant/ Engineer written notices, specifying the variations proposed to be made and the reasons for have making them and apply for instruction thereon. The Consultant / Engineer 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.

1. 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 there under, 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 Consultant/ Engineer 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 Consultant / Engineer or 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 Consultant/ Engineer, 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 Contractor 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 Consultant / Engineer.

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 or amount 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 Consultant/ Engineer 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 Consultant/ Engineer, 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 Consultant/ Engineer 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 Consultant/ Engineer written notice that the said materials or Work has been condemned and rejected by the Consultant/ Engineer under these conditions or
- xv. despite previous writings by the Consultant/ Engineer 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 Consultant / Engineer'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 the Consultant/ Engineer 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 Consultant / Engineer. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Consultant / Engineer 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

- 39.1 All certificates, notices or written orders to be given by the Bank or by the Consultant / Engineer 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.
- 39.2 All notices to be given to the Bank or to the Consultant/ Engineer 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.
- 39.3 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 and the Consultant / Engineer may do so by prior written notice to both parties.
- 40 The work should be executed is 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 .

41 ARBITRATION

- 41.1 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.
- 41.2 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 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.
- 41.3 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.
- 41.4 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.
- 41.5 The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- 41.6 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 such place as may be fixed by the Arbitrator in his sole discretion.
- 41.7 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.
- 41.8 The award of the Arbitrator shall be final and binding on both the parties.
- 41.9 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.
- 41.10 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
- Addendum issued vide
- Contractor's letter dated
- Work order vide.

GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS

1. BID EVALUATION PROCESS:

The Employer will open the bids in the presence of the bidders or their authorized representatives, who choose to attend. Initially Envelope 1 containing the Earnest Money shall be opened. The Employer will verify whether the bid is accompanied by the Earnest Money. Thereafter Envelope 2 containing the technical bid, of only those who submit Earnest Money in correct form and amount shall be opened. The Employer will verify whether (a) It has been properly signed and (b) the required documents of Post-qualifying Criteria are submitted.

The post qualification of the bids shall be carried out on the basis of information supplied by the bidders as the Qualifying Information and/or independent enquiries by the Employer.

Financial bid (Envelope No 3) of post - qualified bidders shall be opened after technical evaluation. The bidder with the lowest bid price shall be invited with original copies of certificates and testimonials for verifications of submitted photocopies of certificates and Testimonials. On successful verification the bidder shall be called for further discussion and negotiation as given under Sub Clause 5.2 Decision Making and Notifications.

The bidders who are otherwise qualified as aforesaid shall be liable to be disqualified at any stage, if they have :

- 1) Made misleading or false representations in any of the forms, statements and attachments submitted in proof of the qualification requirements and / or
- 2) A record of poor performance such as abandoning the works, not properly completing contracts, inordinate delays in completion, bad quality of work, litigation history or financial failure etc.

2. DECISION MAKING AND NOTIFICATION OF AWARD:

Selected bidder determined as above shall be invited for further discussion and negotiation Employer may ask for detailed break-up of financial proposal along with the relevant rate analysis.

If the negotiations with him are successful, the award shall be made to that bidder at his tender price or at any price lower than the tender price pursuant to the negotiations.

The Bidder whose bid has been accepted will be notified of the award by the Employer prior to the expiry of the bid validity period or such other extended date by E-Mail or any other mode as an advance information and confirmed by registered letter. This letter shall hereinafter be called the “**Letter of Acceptance / Work Order**”. This letter shall confirm the Original Contract Price, time limit to enter into contract agreement and the stipulated date of commencement of work. No separate work order shall be issued.

3 EMPLOYER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Notwithstanding anything contained above, the Employer reserves the right to accept or reject any bid or to reject all bids without assigning any reasons and without any obligation to inform the bidders of the grounds for the Employer’s action.

4 **SECURITY DEPOSIT:**

Total Security Deposit/ Retention Money shall be 5% of the Contract Price. After converting EMD into Security Deposit/ Retention Money balance portion of Security Deposit/ Retention Money shall be retained from Running Account Bills to make the total Security Deposit.

50% of the Security Deposit/ Retention Money shall be released to the contractor upon issue of completion certificate by the Consultant against the Bank Guarantee of equivalent amount issued by Nationalized Bank payable at Mumbai. The Bank Guarantee shall be valid till expiry of Defect Liability Period. The Bank Guarantee and the remaining part of Security Deposit shall be released only at the end of Defect Liability Period upon issue of Certificate by the Engineer on satisfactory performance of the Defect Liability obligations i.e. Certificate of Final work Completion.

A Performance Bond equivalent to 5% of the Final contract value to be deposited by the bidder initially with the employer from any nationalized bank before the start of the work towards the faithful compliance of the contract in the format attached herein.

The contractor has to give a 1 year Guarantee after the completion of the works to the employer in the format approved by the employer after completion of the work.

GENERAL CONDITIONS OF CONTRACT

1 **ENTIRE AGREEMENT**

This Contract embodies the entire agreement between Employer and Contractor and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, inducement or understanding not set forth herein.

2 **DEFINITION**

In construing the Contract the following words and expressions shall have the following meanings hereby assigned to them, except where the context requires otherwise:

“Employer” is the **“Union Bank of India”**

Address:

Support Services Dept., 7th floor, Union Bank of India, Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai- 400 021. and the legal successors in title to such person, but not any assignee of such person.

“Employer’s Representatives” means any officer/s appointed from time to time by the Employer to perform the duties set forth in the Contract, whose authority shall be notified in writing by Employer.

“Contractor” means the person or the Firm who has been awarded this Contract by Bank and includes Contractor’s Representative, successors, permitted assignees.

“Contractor’s Representative” means the qualified person, named as such in the Contract or other qualified person appointed from time to time by the Contractor to perform the duties set forth in the Contract.

“Engineer” (Project Management Consultants)(PMC) means a Consultant appointed by the Employer for the purposes of the Contract, to act as an Engineer, to any or all parts of the Project, provide construction supervision services, and to provide review and approval of Contractor’s routine Technical submittals having no

financial influence or /and functional deviation, and recommend Contractor's submittals having financial influence or /and functional deviation to Employer.

"Engineer's Representative" means any Resident Engineer appointed from time to time by the Engineer to perform the duties set forth in the Contract, whose authority shall be notified in writing by Engineer.

"Competent Authority" means any department, authority, agency, inspectorate minister, ministry or public or statutory person (whether autonomous or not) of Government of Maharashtra, Government of India, any other State of the Republic of India.

"Drawings" shall mean the drawings provided by the Engineer to the Contractor under the contract and any modifications of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Tender" means the Contractor's priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.

"Schedules" means the information and data submitted with the Tender as included in the Contract.

"Letter of Acceptance" means the formal acceptance by the Employer of the Tender.

"Contract" means these General Conditions of Contract, Special Conditions of Contract, the Employer's Requirements, the Tender & Corrigendum / Addendum to Tender, the Schedules, the Letter of Acceptance, the Contract Agreement, Scope Change Notice/Variations and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.

"Commencement date" means the stipulated date as stated in 'Letter of Acceptance' issued by the Employer.

"Time for completion" means the time for completing the Works as per Contract, as stipulated in the Letter of Acceptance.

"Contract period" means the period from the commencement date to the last date of defect liability period.

"Construction period" means the period from the commencement date to the date of issue of certificate of virtual completion.

"Day" means the calendar day and **"year"** means 365/366 days.

"Week" means seven consecutive days without regards to the number of hours worked in a day in that week.

"Original Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects in accordance with the provisions of the Contract.

"Contract Price" means the sum comprising the original Contract Price, price adjustment based on addition, alteration and omission, price for extra items, escalation and /or price variation, if any, approved, as payable to the Contractor

for the execution and completion of the Works and the remedying of any defects in accordance with the provisions of the Contract.

“Construction Documents” means all drawings, calculations, computer software (programs), samples, patterns, models, operation and maintenance manuals, and other manuals and information of a similar nature to be submitted by the Contractor.

“Permanent Works” means the permanent Works to be executed in accordance with the Contract.

“Temporary Works” means all temporary Works of every kind required for the execution and completion of the Works and the remedying of any defects.

“Works” means the Permanent Works and the Temporary Works or either of them as appropriate to the Project.

“Urgent Works” means any measures which, in the opinion of the Engineer becomes necessary during the progress of the Works to obviate any risk or accident or failure or which becomes necessary for security of the Works or the persons working thereon.

“Material” means things of all kinds to be provided and incorporated in the permanent Works by the Contractor.

“Site” means the places provided by the Employer where the Works are to be executed and to which Materials are to be delivered, and any other places as may be specifically designated by the Employer in the Contract as forming part of the site.

“Completion” shall mean the state of work of the Project, which in the opinion of the Engineer; the Contractor has completed the work in all respects including removal of debris and Contractor’s material on site.

“Taking-Over Certificate” means certificate indicating date on which Contractor has completed the Work in all respects in accordance with the Contract. The Take-Over Certificate shall be issued by Engineer within 28 days after the receipt of the Contractor’s application to Engineer for a Take-Over Certificate, which Contractor applies not earlier than 14 days before the Works will, in the Contractor’s opinion, be complete and ready for taking over.

“Defect Liability Period” means the period from the date of issue of Taking-Over Certificate on Completion to the last date of Defect Liability Period as stated in the Contract Data.

“Performance Certificate” means the certificate indicating date on which Contractor has completed his obligations to Engineer’s satisfaction to constitute the approval of the Works. Performance Certificate shall be issued by the Engineer by the date 28 days after the expiry of the Contract Period or as soon as after such date as the Contractor has provided all Construction Documents, tested all the Works and the clearance of Site.

“Well in advance”- means minimum seven days notice or time period as specified by the Engineer.

3 **HEADINGS AND MARGINAL NOTES**

The headings and marginal notes are not a part of these conditions, and shall not be taken into consideration in their interpretation.

4 **INTERPRETATION**

Words importing persons and parties shall include firms and corporations and any organization having legal capacity. Words importing the singular also include the plural and vice versa where the context requires, words importing one gender also include other genders.

5 **LAW AND LANGUAGES**

The languages are English and the local language of Maharashtra State, India. The Ruling Language is English.

Law: The Contract shall be governed by and construed in accordance with the local law and no suit or other proceeding relating to the Contract shall be filed or taken by the Contractor in any Court of Law except the court in the State of Maharashtra, which shall have exclusive jurisdiction to hear and determine all actions and proceedings in connection with, or arising out of the Contract, and the Contractor shall submit to the jurisdiction of the aforesaid Court for the purpose of any such action and proceedings.

6 **DOCUMENTS ON SITE**

The Contractor shall keep on the site one complete set of documents forming the Contract, the Construction Documents, Variations, other communications given or issued by notice, instruction, consent, approval, certificate or determination by any person, Technical Standards, CPWD specifications, Codes and Regulations. The Employer, the Engineer and their assistants shall have the right to use such documents at all reasonable times.

8 **DIMENSION**

Figured dimensions are in all cases to be accepted in preference to scaled dimensions. Large-scale details take precedence over small-scale drawing. In case of discrepancy, the Contractor may request the Engineer to clarify before proceeding with the work.

9 **SUPPLY OF DRAWINGS AND DOCUMENTS BY ENGINEER**

Number of copies of approved document:

Two copies of drawings duly authenticated by Employer shall be provided to the Contractor free of charge.

Supply of additional copies:

The Contractor shall make at his own cost any further copies required by him.

Copyright of the documents supplied by the Engineer:

Drawings shall remain in the sole custody of the Engineer. The Drawings, Specification and other documents provided by the Employer or the Engineer shall not without the consent of the Engineer, be used or communicated to a third party by the Contractor.

Upon issue of the Defects Liability Certificate, the Contractor shall return to the Engineer all Drawings, Specification and other documents provided under the Contract.

10 **SUPPLY OF DRAWINGS AND DOCUMENTS BY CONTRACTOR**

Number of copies of approved document:

The Contractor shall supply to the Engineer two copies of all Drawings, Specifications and other documents submitted by the Contractor and approved by the Engineer. All the drawings shall be duly authenticated by the Employer.

Supply of additional copies:

In addition the Contractor shall supply such further copies of such Drawings, Specification and other documents at his own cost as the Engineer may request in writing for the use of the Employer

11 CONTRACTOR'S USE OF EMPLOYER'S DOCUMENTS

Copyright in the Contract and other documents issued by the Employer or the Engineer to the Contractor shall (as between the parties) remain the property of the Employer. The Contractor may at his cost, copy, use and communicate any such documents for the purpose of the Contract. They shall not without the Employer's consent, be used, copied or communicated to a third party by the Contractor, except as necessary for the purpose of the Contract.

12 DELAY IN ISSUANCE OF DRAWINGS & INSTRUCTIONS AND LIKELY DISRUPTION OF PROGRESS

The Contractor shall give notice providing details of the drawing or instruction required and by when and why it is required referring to Contractor's approved work schedule, any delay or disruption likely to be suffered if it is late.

The Contractor shall give such notice to the Engineer with a copy to the Employer, whenever planning or execution of the Works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer within a reasonable time.

13 FAILURE OR INABILITY OF THE ENGINEER TO ISSUE ANY DRAWINGS/ INSTRUCTIONS CAUSED BY CONTRACTOR'S FAILURE

Contractor's failure in whole or in part, to submit drawings, Specifications, Work Schedule to get approved and to implement or any other documents, requires to submit under Contract, which leads to the Engineer's inability or failure to issue any drawings or instructions, the Engineer shall take such failure by the Contractor into account when making his determination pursuant to cost implication and /or time extension.

14 CONTRACTOR NOT LIABLE FOR FAILURE OR INABILITY OF THE ENGINEER/CONSULTANT TO ISSUE ANY DRAWINGS / INSTRUCTIONS

Failure or inability of Engineer to issue drawings or instructions, within the reasonable time in all circumstances, for which the Contractor shall not be liable and the notice has been given by the Contractor in accordance with this Contract notifying the delay and / or costs incurs then the Engineer shall determine, in consultation with Employer and the Contractor, extension of time to which the Contractor is entitled and / or the cost incurs due to such delay. With prior approval from the Employer, the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

15 SUPPLEMENTARY DRAWINGS, SKETCHES AND INSTRUCTIONS ISSUED BY THE ENGINEER

The Engineer shall have authority to issue supplementary drawings, sketches, and instructions to the Contractor, from time to time, for execution of the Work and remedying defects in accordance with this Contract. The Contractor shall bound by the same, as per the Contract, to carry out the work

16 PART OF PERMANENT WORK DESIGNED BY THE CONTRACTOR

The Contractor shall design part of permanent work, wherever Contract provides, and submit to the Engineer for approval. This cover drawings, calculations, Specifications, operation and maintenance manuals and other information as shall be necessary to satisfy the Engineer as to the suitability and the adequacy of the design. Approval by the Engineer under this clause shall not relieve the Contractor of any responsibilities under this Contract.

17 COMMUNICATION

Written and Verbal Communication:

Wherever provision is made for the giving or issue of any notice, instruction, consent, approval, certificate or determination by any person shall be in writing. "Written" or "in writing", means any hand-written, type written or printed communication. Any verbal instruction, notice or consent shall be confirmed in writing within a week.

Delivery of Messages:

All certificates, notices or written orders to be given to the Contractor by the Employer or the Engineer and all notices to be given to the Employer or to the Engineer by the Contractor shall either be delivered by hand against written acknowledgement of receipt or be sent by registered post.

Advance message for information:

The agreed systems of electronic transmission such as facsimile or e-mail shall be advance message for information. Such message shall be re-confirmed in writing within a week.

Addresses for the receipt of communication:

The addresses for the receipt of such communications shall be as stated in the Contract Data.

18 COMPLIANCE WITH STATUTORY REGULATIONS AND LAWS

The Contractor shall in all matters arising in the performance of the Contract, comply with, give notices under, and pay all fees required by the provisions of Indian Law and Law of State of Maharashtra or any regulation of any legally constituted public authority having jurisdiction over the Works. The Contractor shall obtain all permits licenses or approvals required for any part of the Works in reasonable time taking account of the times for delivery of the materials and for completion of the Works.

The Contractor shall conform to the provisions of the statutes relating to the works, and to the Regulation and byelaws of the local Authority, and of any water, lighting and other Companies or Authorities with whose systems the structures are proposed to be connected, and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming give to the Engineer written notice, specifying the variations proposed to be made and the reasons for making them and request for instruction thereon. In case, the Contractor shall not within 15 days receive such instructions, he shall proceed with the work conforming to provisions, regulations in question.

The Contractor shall bring to the attention of the Engineer all notices required by the said Acts, Regulations or byelaws to be given to any Authority, and pay to such Authority or to any Public Officer all fees that may be properly chargeable in respect of the works, and lodge copies of the receipts with the Engineer.

19 PERMITS, LICENSES OR APPROVALS REQUIRED FOR ANY PART OF THE WORK

The Employer shall, at the request and cost of the Contractor, may assist him in applying for permits or licenses, approvals that are required for any part of the Works.

20 EMPLOYER'S ENTITLEMENT TO TERMINATE

The Employers shall be entitled to terminate the Contract at the Employer's convenience at any time after giving 30 days prior notice to the Contractor, with a copy to the Engineer

21 ENGINEER'S AUTHORITY TO DELEGATE

The Engineer may from time to time delegate any of his duties to Engineer's Representative, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy has been delivered to the Employer and the Contractor.

Any determination, instruction, inspection, examination, testing, consent, approval or similar act by any such Representative of the Engineer, in accordance with the delegation, shall have the same effect as though it had been an act of the Engineer. However,

- a) Any failure to disapprove any materials or Workmanship shall not prejudice the right of the Engineer to reject such material and Workmanship.
- b) If the Contractor questions any determination or instruction of a Representative of the Engineer, the Contractor may refer the matter to the Engineer, who shall confirm, reverse or vary such determination or instruction.

22 ENGINEER'S INSTRUCTION

Unless it is contractually impossible, the Contractor shall comply with instructions given by the Engineer in accordance with the Contract.

23 ENGINEER TO ATTEMPT AGREEMENT

When the Engineer is required to determine value.Cost or extension of time, he shall consult with the Contractor in an endeavor to reach an agreement. If agreement is not achieved, the Engineer shall determine the matter fairly, reasonably and in accordance with the Contract. In either case Engineer shall recommend such determination to the Employer for approval.

24 THE CONTRACTOR

A) General Obligations (In Brief)

The Works as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any Works, which are necessary to satisfy the Employer's Requirements, or arises from any obligation of the Contractor, and all Works not mentioned in the Contract but which may be referred to be necessary for stability or completion or the safe, reliable and efficient operation of the Works to the satisfaction of the Engineer.

The Contractor shall execute and complete the Works, including providing Construction Documents, within the Time for Completion, and shall remedy all defects within the Contract Period. The Contractor shall provide all

superintendence, labour, materials, Contractor's Equipment, temporary Works and all other things, whether of a temporary or permanent nature, required for such execution, completion and remedying of defects.

The Contractor shall satisfy himself regarding the Employer's Requirement and the items of reference for mentioned in the Clause GCC28 - Setting Out. The Contractor shall give notice to the Engineer of any error, fault or other defect in the Employer's Requirement or such items of reference. After receipt of such notice, the Engineer shall determine whether Clause GCC70 - "Addition, Alteration and Omission and Change Notice" shall be applied, and shall notify the Contractor accordingly.

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations, of all methods of construction and of all the Works, irrespective of any approval or consent by the Engineer

25 CONTRACTOR'S REPRESENTATIVE

The Contractor's Representative shall give his whole time to directing the preparation of the Construction Documents and the execution of the Works. Except as otherwise stated in the Contract, the Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the site, a suitable replacement person shall be appointed, and the Engineer shall be notified accordingly.

The Contractor's Representative may delegate any of his powers, functions and authorities to any competent persons and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the Engineer has received prior notice signed by the Contractor's Representative, specifying the powers, functions and authorities being delegated or revoked. The Contractor's Representative and such persons shall be fluent in the language for day-to-day communications.

The Contractor's representative shall be fluent in English. The Contractor shall employ sufficient key Site Management, Technical and supervisory personnel as required by Engineer but not less than minimum recommended in Schedule C - "Proposed Key Site Management and Technical Personnel to be employed on this Project". The Contractor shall supply to the Engineer the details of all supervisory and other staff employed by the Contractor and notify changes when made and satisfy the Engineer regarding the quantity and sufficiency of the staff thus employed. The Engineer will have the unquestionable right to ask for changes in the quality and number of the Contractor's supervisory staff. The Contractor shall comply with such orders and effect replacement to the satisfaction of the Engineer

26 CO-ORDINATION OF THE WORKS

The Contractor shall be responsible for the co-ordination and proper execution of the Works, including co-ordination of other Contractor. The Contractor shall, afford all reasonable opportunities for carrying out their Works to :

- a) Any other Contractor employed by the Employer and their Workmen.
- b) The Workmen of the Employer; and
- c) The Workmen of any legally constituted public authorities, who may be employed in the execution on or near the Site of any Works not included in the Contract, which the Employer may require.

The Contractor shall obtain, co-ordinate and submit to the Engineer for his information all details (including details of Works to be carried out off the site) from

Sub-Contractor. The Contractor shall be responsible for the location of their Works or materials, in order to ensure that there is no conflict with the Works of other Sub-Contractor, the Contractor or other Contractor.

27 SUB - CONTRACTOR

The Contractor shall not sub-Contract the whole of the Works. Further,

- a) The prior consent of the Engineer shall be obtained to proposed Sub-Contract;
- b) Not less than 28 days before the intended date of each Sub-Contractor commencing Works on the Site, the Contractor shall notify the Engineer.

The Contractor shall be responsible for observance by all sub-Contractor of all the provisions of the Contract. The Contractor shall be responsible for the acts of defaults of any sub-Contractor, his agents or employees, as fully as if they were the acts of defaults of the Contractor, his agents or employees.

28 SETTING OUT

The Contractor shall be responsible for:

- a) Setting out of alignment, dimensions, levels, original points specified in the Contract Document:
Set out the Works in relation to original points, lines and levels of reference specified in the Contract Document or, if not specified, given by the Engineer in writing.
- b) Correctness of Contractor's Works:
The Contractor shall be responsible and rectify, at his cost, any error in the positions, levels, dimensions or the alignment of the Works observed at any time during or after construction.
- c) All necessary instruments, labours and equipments:
The Contractor shall provide all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

29 QUALITY ASSURANCE

The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. Such system shall be in accordance with the details stated in the Contract. Compliance with the quality assurance system shall not relieve the Contractor of his duties, obligations or responsibilities.

Details of all procedures and compliance documents shall be submitted to the Engineer for his information before each execution stage is commenced. When any document is issued to the Engineer, it shall be accompanied by the signed quality statements for such document, in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system and require corrective action to be taken.

30 SITE DATA

The Contractor shall be deemed to have inspected and examined the Site, its surroundings, the data and other available information including bench mark as mentioned in the tender drawing, and to have satisfied himself (so far as is practicable, taking account of cost and time) before submitting the Tender as to:

- a) The form and nature of the Site;
- b) The extent and nature of the Works Materials necessary for the execution and completion of the Works, and the remedying of any defects; and

- c) The means of access to the Site and the accommodation and other facilities, which may be required for the Work.

The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and all other circumstances, which may influence or affect the Tender.

All data shall be treated as provided to the Contractor without any risk and responsibility to the Employer. No claim will be entertained on the grounds of mis-interpretation or insufficiency or inaccuracy of such data.

31 MATTERS AFFECTING THE EXECUTION OF THE WORKS

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract price shall cover all his obligations under the Contract and all things necessary for execution and completion of the Works and the remedying of any defects.

33 ACCESS ROUTE AND FACILITIES

The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use. The Contractor shall be responsible for the maintenance of access routes. The Contractor shall provide any signs or directions, which he may consider necessary for the guidance of his staff, labour and others. The Contractor shall obtain any permission that may be required from the relevant authorities for the use of such routes, signs and directions. The Employer will not be responsible for any claims which may arise from the use or otherwise of any access route. The Employer does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use during construction of any such route. The Contractor shall also provide at his own cost, any additional facilities outside the site required by him for the purposes of the Works.

34 SAFETY PRECAUTIONS

The Contractor shall comply with all applicable safety regulations and occupational health, access arrangements and operations on site. The Contractor shall, from the commencement of Works on site until taking -over by the Employer, provide with following and comply with Engineer's instructions in a week time

35 PROTECTION OF THE ENVIRONMENT

The Contractor shall take all reasonable steps to protect the environment (both on and off the site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract period shall not exceed the permissible values prescribed by law.

36 UTILITIES AND FACILITIES FURNISHED BY THE EMPLOYER

No utilities and facilities shall be furnished by the Employer. Water required for execution has to be purchased by the contractor from external agencies. However the quality of water used for construction has to be fit for construction as per IS codes of practice & has to be approved by the Engineer. Electricity for execution will be provided by the employer at one point & will be on a chargeable basis. The contractor at his expense has to install a sub meter to monitor the usage of the electricity. The electricity charge used by the contractor shall be deducted from the contractors bill.

37 CLEARANCE OF SITE

During the execution of the Works, the Contractor shall keep the site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish or temporary Works no longer required.

Upon the issue of any Taking -Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which such Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave such part of the Site and the Works in a clean and safe condition to the satisfaction of the Engineer Except that, the Contractor shall be entitled to retain on site, until the expiry of the Contract period, such Contractor's Equipment, Material and Temporary Works as required by him for the purpose of fulfilling his obligations under the Contract.

If the Contractor fails to remove, by 28 days after the completion of contract period, any remaining Contractor's Equipment, surplus material, wreckage, rubbish and temporary Works, the Employer may sell or otherwise dispose of such items. The Employer shall be entitled to retain, from the proceeds of such sale, a sum sufficient to meet the cost incurred in connection with the sale or disposal, and in restoring the site. Any balance shall be recoverable from the Contractor's by the Employer. The Performance certificate shall be issued only after the clearance of site.

38 ACCESS TO WORKS

- a) The Contractor shall be responsible for keeping unauthorized persons off the site and
- b) The Engineer, the Employer and any person authorized by them shall at all reasonable times have free access to the works and to the workshops, factories or other places where materials are being prepared or manufactured for the Contract and also to any place where the materials are lying or from which they are being obtained. No person unless authorized by the Engineer or the Employer, except the representatives of Public Authorities, shall be allowed on the works at any time. If any work is to be done at a place other than the site of works, the Contractor shall obtain the written permission of the Engineer for doing so.

39 CONTRACTOR'S OPERATIONS ON SITE

The Contractor shall confine his operations to the site and to any additional areas, which may be provided by the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep his personnel and equipment within the Site and such additional areas, and to keep and prohibit them from encroaching on adjacent land.

If any work is to be done at a place other than the site of works, the Contractor shall obtain the written permission of the Engineer for doing so.

40 REPORTING OF ACCIDENTS

The Contractor shall be responsible for the safety of all persons Working on the site including visitors. The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality/serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

41 DOCUMENTATION

A) Construction Documents

The Contractor shall prepare construction documents in sufficient detail to satisfy all regulatory approvals, to provide suppliers and construction personnel sufficient instruction to execute the Works and to describe the operation of the completed Works. The Engineer shall have the right to review and inspect the preparation of construction documents, wherever they are being prepared.

Each of the Construction Documents shall, when considered ready for use, be submitted to the Engineer for pre-construction review. Construction document-Schedule, methodology, Site-Organization chart, equipment /manpower mobilization details shall be submitted with in 7 days of the Commencement date. In this sub-clause. “**Review period**” means the period required by the Engineer, which shall not exceed 10 days, calculated from the date on which the Engineer receives a construction documents and the Contractor’s notice that it is considered ready, both for a pre-construction review in accordance with this Sub-Clause, and for use. If the Contractor’s construction document fails to comply with the Contract requirements, it shall be rectified, resubmitted and reviewed in accordance with this Sub-clause, at the Contractor’s cost.

If the Engineer instructs that further construction documents are necessary for carrying out the Works, the Contractor shall upon receiving the Engineer instructions prepare such construction documents. Errors, omissions, ambiguities, inconsistencies, inadequacies and other defects shall be rectified by the Contractor at his cost.

B) Contractor Undertaking

The Contractor undertakes that, if legally possible, the Construction Documents, the execution and the completed Works will be in accordance with the following, in order of priority:

- a) The law in the country, and
- b) The documents forming the Contract, as altered or modified by variations.

C) Technical Standards and Regulations

The work carried out & the equipments supplied have to confirm to any & all necessary relevant statutory codes of practice either IS or any other relating to the relevant industry & prevalent in India or the State of Maharashtra or the City of Mumbai laid down by the relevant approving body.

D) Samples

The Contractor shall submit, at the expense of the Contractor, to the Engineer following samples and relevant information, found satisfactory by the Contractor as per the Contract, for pre-construction review and approval:

- (a) Manufacturer’s standard samples of Materials,
- (b) Samples (if any) specified in the Contract, and
- (c) Additional samples instructed by the Engineer.

Each sample shall be labeled showing Contractor’s name, Project name, name of the item, manufacturer’s name, brand name, model number, supplier’s name and reference to the appropriate drawing number, technical specification section and paragraph number, intended use in the Works, all as applicable.

The Engineer, may, at his option, instruct the Contractor to submit samples of any one or two make among preferred makes stipulated in the Contract.

Such submittals shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such samples are needed for the incorporation into the Work. Samples shall be subject to review and the materials represented by such sample shall not be manufactured, delivered to the jobsite or incorporation into the Work without such review.

Samples, which have been reviewed, may, at Engineer's option, be returned to Contractor for incorporation into the Work.

It shall be the Contractor's responsibility to submit sample of coarse aggregates, cement, steel etc. with test report from approved external laboratory for selection and approval of source within 15 days from commencement date.

E) Operation and Maintenance Manuals

Prior to commencement of the Tests of Completion the Contractor shall prepare and submit to the Engineer operation and maintenance manuals in accordance with the Contract and in sufficient details for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Works. The Works shall not consider to be completed for the purposes of taking-over until such operation and maintenance manuals have been submitted to the Engineer.

42 ERROR BY CONTRACTOR

If errors are found in the Construction Documents, they and the Works shall be corrected at the Contractor's cost.

43 PATENT RIGHTS

The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trade marks or name or other protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, the Contractor shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally chargeable in respect of all materials and actions.

44 STAFF AND LABOUR

A) Engagement of Staff and Labour

The Contractor shall make his own arrangement for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.

B) Persons in the Service of Others

The Contractor shall not recruit or attempt to recruit his staff and labour from amongst persons in the service or service hired by the Employer or the Engineer

C) Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour more favorable than that prevails in the State of Maharashtra and shall fully comply with all the provisions of labour, civil and other state and central laws, statutory rules and regulations. In case of Contractor's non-compliance with any such provisions, Contractor shall indemnify Employer from and against all liabilities, damages, penalties, demands, etc.

D) Labour Laws

The Contractor shall comply with all the relevant labour laws applying to his employees, and shall duly pay and afford to them all their legal rights. The Contractor shall require all such employees to obey all applicable laws and regulations concerning safety at Works.

E) Facilities for Staff and Labour

The Contractor shall provide maintain all necessary accommodation and welfare facilities for his (and his Sub Contractor's) staff and labour. The Contractor shall not permit any of his employees to maintain any temporary or permanent living quarters within the structure forming part of the Works and campus in which structure is situated.

The Contractor shall provide and maintain at his own cost and expense, sanitary arrangements, for the use of workmen and others in accordance with the rules and regulations of all relevant authorities, at the location approved by Employer / Engineer.

F) Occupational Health and Safety

Precautions shall be taken by the Contractor to ensure the health and safety of his staff and labour. The Contractor shall, in collaboration with and to the requirement of the local health authorities ensure that medical staff first aid facilities, sick bay, are available at the accommodation and on the Site at all times and ambulance service, if required, available during emergency and that suitable arrangements are made for all necessary welfare and hygienic requirements and for the prevention of epidemics. The Contractor shall maintain records and make reports concerning health safety and welfare of persons and damage to property as the Engineer may reasonably require.

The Contractor shall appoint a member of his staff at the site, responsible for maintaining the safety and protection against accidents of personnel on the Site. This person shall be qualified for his Works and shall have the authority to issue instructions and take protective measures to prevent accidents. The Contractor shall send to the Engineer details of any accident as soon as possible after its occurrence.

45 CONTRACTOR'S SUPERINTENDENCE

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under Contract. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out for safe execution of the Works.

46 CONTRACTOR'S PERSONNEL

The Contractor shall employ only persons who are careful and appropriately qualified skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove any person employed on the Site or Works including the Contractor's Representative who in the opinion of the Engineer :

- (a) Persists in any misconduct.
- (b) Is incompetent or negligent in the performance of his duties.
- (c) Fails to conform with any provisions of the Contract or.
- (d) Persists in any conduct, which is prejudicial to safety health or the protection of the environment.

If appropriate the Contractor shall then appoint a suitable replacement person.

47 DISORDERLY CONDUCT

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and to preserve peace and protection of persons and property in the neighborhood of the Works against such conduct.

48 MATERIAL AND WORKMANSHIP

A) Manner of Execution

All Materials to be supplied shall conform to standards and all Works to be done shall be executed, in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the Works shall be executed in a proper, workmanlike and careful manner with properly equipped facilities and non-hazardous materials and in accordance with recognized good practice.

B) Delivery to Site

The Contractor shall be responsible for procurement, transportation, receiving, unloading and safekeeping of all materials, Contractor's equipment and other things required for the completion of the Works

C) Inspection

The Employer and the Engineer shall be entitled, during manufacture, fabrication and preparation at any places where Works are being carried out to inspect examine and test the materials and workmanship and to check the progress of manufacture of all materials to be supplied under the Contract. The Contractor shall give them full opportunity to inspect examine measure and test any Works on Site or wherever carried out.

The Contractor shall give due notice to the Engineer whenever such Works are ready before packaging covering up or putting out of view. The Engineer shall then either carry out the inspection, examination, measurement or testing without unreasonable delay, or notify Contractor that it is considered unnecessary. If the Contractor fails to give such notice, he shall, when required by the Engineer uncover such Works and thereafter reinstate and make good at Contractor's cost.

D) Testing

For Tests, before completion, the Contractor shall provide all documents and other information necessary for testing.

The Contractor shall agree well in advance with the Engineer, the time and place for the testing of any materials and other parts of the Works. The Engineer and / or Employer's Representative shall give the Contractor not less than 24 hours notice of his intention to attend the Tests. The Contractor shall provide sufficient suitably qualified and experienced staff to carry out the Tests specified in the Contract.

Contractor shall arrange every thing including vehicle to witness / attend laboratory testing at approved external laboratory, at convenient and agreed time by Engineer and Contractor.

If the Engineer / Employer's Representative does not attend at the time and the place agreed or if the Contractor and the Engineer / Employer's Representative agree that the Engineer / Employer's Representative shall not attend, the Contractor may proceed with the Tests, unless the Engineer instructs the Contractor otherwise. Such Tests shall be deemed to have been made in the Engineer's presence.

The Contractor shall promptly forward to the Engineer duly certified reports of the Tests. If the Engineer has not attended the Tests, he shall accept the reading as accurate. When the specified Tests have been passed, the Engineer shall endorse the Contractor's test certificate or issue a certificate to him, to that effect.

E) Removal of Improper Work and Materials

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

If the work with minor defects can be allowed to remain in the work, the Engineer may allow such work to remain and in that case may propose payment for this part of the work at a suitable reduced rate.

GCC49 COMMENCEMENT, DELAY AND SUSPENSION

A) Commencement and completion of work

The Contractor shall commence the Work within 7 days from the date of "Letter of Acceptance" of the Bid and shall regularly proceed with and complete the same before the stipulated period of completion stated in the Contract Data subject nevertheless to the provisions for extension of time hereinafter contained.

B) Time for Completion

The whole of the Works shall be completed and shall have passed the Tests on Completion, if any, within the time for Completion or within the extended time for the Works.

C) Extension of Time for Completion

The Contractor may apply for an extension of time for Completion in the event of:

- The amount and nature of extra or additional work falls under critical activity, which shall affect project completion milestone;
- Exceptionally adverse climatic conditions affecting the critical activities at the time of event giving arise and approved by the Engineer;
- a force majeure event;
- any cause or delay referred to in these Conditions;
- Any delay impediment or prevention by the Employer.

If the Contractor intends to apply for an extension of time for Completion, the Contractor shall give notice to the Engineer of such intention as soon possible and in any event within 7 days of the start of the event giving rise to the delay, together with any other notice required by the Contract and relevant to such cause. If the Contractor cannot submit all relevant details within such period because the cause of delay continued for a period exceeding 7 days, the

Contractor shall submit interim details at intervals of not more than 28 days (from the first day of such delay) and full and final supporting details of his application within 7 days of the last day of delay.

The Contractor shall keep such contemporary records as may be necessary to substantiate any application and such other records as may reasonably be requested by the Engineer. The Contractor shall permit the Engineer to inspect all such records and shall provide the Engineer with copies as required.

The Engineer shall proceed to agree or determine either prospectively or retrospectively such extension of time for Completion as may be due. The Engineer shall notify the Contractor accordingly. When determining each extension of time, the Engineer shall review his previous determinations and may revise, but shall not decrease, the total extension of time granted earlier.

50 LIQUIDATED DAMAGES FOR DELAY

If the Contractor fails to complete the Works within the completion time period, the Contractor shall pay to the Employer the relevant sum stated in the Contract Data as liquidated damages for such default for every day which shall elapse between the relevant time for completion and the date stated in the Completion Certificate except that the total payment shall not exceed the limit of liquidated damages (if any) stated in the Contract Data.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Contractor. In the event of an extension of time being granted under this Contract, the amount due under this sub clause shall be recalculated accordingly, and any over payment refunded. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his duties obligations or responsibilities under the Contract.

At any time after the Employer has become entitled to liquidate damage, the Engineer may give notice to the Contractor requiring the Contractor to complete within a specified reasonable time for completion. Such action shall not prejudice the Employer's entitlements to payment under sub-clause and to terminate as per the Clause -Termination Clause.

51 SUSPENSION OF WORKS

The Engineer may at any time instruct the Contractor with the prior approval of the Employer, to suspend progress of part or all the Works. During suspension the Contractor shall protect, store and secure such part or the Works against any deterioration loss or damage.

52 CONSEQUENCES OF SUSPENSION

If the Contractor suffers delay and/or incurs cost in following the Engineer's instructions and in resumption of the Works and if such delay and/or cost was not foreseeable by an experienced Contractor, the Contractor shall give notice to the Engineer, with a copy to the Employer. After receipt of such notice the Engineer shall proceed to agree or determine:

- (a) Any extension of time to which the Contractor is entitled and
- (b) The amount of such cost, which shall be added to the Contract price.

and shall notify the Contractor accordingly with prior approval of the Employer. Except that the Contractor shall not be entitled to such extension and payment of cost of the suspension is due to a cause attributable to the Contractor or is necessitated by a Contractor's risk.

The Contractor shall not be entitled to extension of time for, or payment of the costs incurred in making good any deterioration, defect or loss caused by poor workmanship or materials, or by the Contractor's failure to take the measures for suspended Works

53 a) PROLONGED SUSPENSION

If suspension has continued for more than 84 days, and the suspension is not due to a cause attributable to the Contractor, the Contractor may by notice to the Engineer require permission to proceed within 28 days. If permission is not granted within that time, the Contractor may treat the suspension as an omission of the affected part of the Works. If such suspension affected the whole of the Works, the Contractor may terminate this contract.

53 b) RESUMPTION OF WORKS

After receipt of permission or of an instruction to proceed, the Contractor shall after notice to the Engineer and together with the Engineer, examine the works, materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the works or materials, which has occurred during the suspension.

If the Employer has taken over risk and responsibility for the suspended Works, risk and responsibility shall revert to the Contractor 14 days after receipt of the permission or instruction to proceed.

54 TESTS ON COMPLETION

A) Contractor's Obligation

The Contractor shall carry out the tests on completion, if any, in accordance with this clause and the Clause GCC 48 (D) 'Testing', after providing the documents in accordance with Clause SCC 8 "As-Built Drawings" and Clause GCC 41 (E) "Operation and Maintenance Manual". The Contractor shall give, the Engineer, 21 days notice of the date after which the Contractor will be ready to carry out the Tests on completion. Unless otherwise agreed, such Tests shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.

In considering the results of the test on completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, have passed the tests on completion, the Contractor shall provide the Engineer and the Employer with a certified report of the result of all such tests.

B) Delayed Tests

If the tests on completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out such tests within 21 days after the receipt of such notice. The Contractor shall carry out such tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.

If the Contractor fails to carry out the tests on completion within 21 days, the Engineer may himself proceed with such tests. All such Tests so carried out by the Engineer shall be at the risk and cost of the Contractor. These tests on completion shall then be deemed to have been carried out in the presence of the Contractor and the results of such tests shall be accepted as accurate.

C) Re-testing

If the Works, or a section, fail to pass the Tests on completion then the Engineer or the Contractor may require such failed Tests and the Tests on completion on any related Works, to be repeated under the same terms and conditions with no additional cost to Employer.

D) Failure to Pass Tests on Completion

If the Works or a section, fail to pass the tests on completion, the Engineer shall be entitled to:

- a) Order further repetition of tests on completion.
- b) Reject the Works or give notice to the Contractor requiring him to make good such failure and remedy the same within the specified reasonable time with no additional cost to Employer.
- c) Reject the Works, in which event the Employer shall have the same remedies against the Contractor as are provided under clause "Default of Contractor" or
- d) Issue a Taking-Over Certificate, if the Employer so requires; the Contract price shall then be reduced by such amount as may be decided by the Employer and the Contractor shall then proceed in accordance with the other obligations under the Contract.

55 EMPLOYER'S TAKING OVER**A) Completion Certificate**

Within ten days of the completion of the work, the Contractor shall give notice of such completion to the Engineer and within 14 days of the receipt of such notice, Engineer shall inspect the work and if it is completed in all respects shall furnish the Contractor with a certificate of completion.

B) Taking-Over Certificate

The works shall be taken over by the Employer when they have completed in accordance with the Contract and a Taking-Over Certificate for the Works has been issued.

The Contractor shall intimate in writing to the Engineer as and when the works are complete in all respects within 21 days in order to enable the Engineer to intimate the Employer to take possession of the same. The works shall not be considered as completed, until the Engineer has certified in writing that the same has been "completed". The defects liability period shall commence from the date of such "Taking-Over Certificate". Liquidated damages shall be applicable till the date of Completion.

C) Use by the Employer

The Employer reserves the right to use any part of the Works though the Engineer has not issued a Taking-Over Certificate for such part.

After the Engineer has issued a Taking-Over Certificate for the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding test on completion, if any, and the Contractor shall carry out such test on completion as soon as practicable, before the expiry of the Contract period.

56 SETTLEMENT OF DISPUTES BY CIVIL SUITS

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the Specifications, design, drawings and instructions mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right matter or things whatsoever in any way arising out of or relating to the contract, designs, drawings, BOQ, specifications, instructions, orders or other conditions or otherwise concerning the works or the execution, or failure to execute the same whether arising during progress of the work or after the completion or abandonment thereof, shall be settled through civil suits to be filed in Court of Competent Jurisdiction within Mumbai , within 30 days from the date of rejection of any of Contractor's claim by the Employer.

57 DEFECTS LIABILITY

A) Defects Liability Period

In these Conditions the expression "Defects Liability Period" shall mean the defects liability period named in the Contract Data, calculated from the date of completion of the works as mentioned in the Taking Over Certificate certified by the Engineer in accordance with Clause GCC 55 A), or in the event of more than one certificate having been issued by the Engineer under Clause GCC55 A), the respective dates so certified, and in relation to the Defects Liability Period the expression " the works" shall be construed accordingly.

B) Completion of Outstanding Works and Remedying Defects

To the intent that the Works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall execute all such work of amendment, reconstruction, and remedying defects as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

C) Cost of Remedying Defects

All Works of amendment, reconstruction, and remedying defects or damage as referred above, shall be executed by the Contractor at his own cost, if the necessity for such Works is due to:

- (a) Materials or Workmanship not being in accordance with the Contract,
- or
- (b) Failure by the Contractor to comply with any of his other obligations.

If such necessity is due to any other cause, the Engineer shall notify the Contractor accordingly and seek agreement to an adjustment to the Contract Price in consultation with the Employer. In this event, Sub-Clause: 'Variation Procedure' shall apply to such Works.

D) Extension of Contract Period

The Contract Period shall be extended by a period equal to the sum of any periods, after the works are taken-over, during which the works that cannot be used, for the purposes for which they are intended, by reason of a defect or damage; except that the extension of Contract Period shall not be extended by more than two years.

E) Contractor's failure to carry out the Instructions

In case of default on the part of the Contractor in carrying out such instructions within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs, consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any amount due or to become due to the Contractor or the Security Deposit and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

F) Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer.

G) Documentation during Defect Liability Period

The Contractor shall maintain Site Instruction Book throughout the defect liability period. The Contractor shall submit to the Engineer Quarterly Road Inspection and Maintenance Report comprising instruction issued by the Engineer during the period under consideration and the action taken by the Contractor and the Engineer review / comments on that.

H) Performance Certificate

The Contract shall not be considered to be completed until the Performance Certificate has been signed by the Engineer and delivered to the Contractor stating the date on which the Contractor completed his obligations to the Engineer's satisfaction.

The Performance Certificate shall be given by the Engineer by the date 28 days after the expiry of the Contract Period, or as soon after such date as the Contractor has provided all the Construction Documents and completed and tested all the Works, including remedying any defects. Only the Performance Certificate shall be deemed to constitute approval of the Works.

I) Unfulfilled Obligations

After the Completion Certificate has been issued, the Contractor and the Employer, and the Engineer to the extent obliged, shall remain liable for the fulfillment of any obligation, which remains unperformed at that time. For the purpose of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.

58 MEASUREMENT, INVOICING AND CERTIFICATE FOR PAYMENT**A) Quantities**

The quantities set out in the Schedule of Quantities are the estimated quantities for the Work and not actual and correct quantities of the Work to be executed under the Contract.

B) Measurement of Works

The Engineer may from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified representative to assist the Engineer or the Engineer's representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.

Should the Contractor not attend or neglect or omit to send such a representative, then the measurements taken by the Engineer or approved by him shall be taken to be the correct measurements. The measurements of works shall be recorded by the Engineer or his authorized representatives in the measurement books issued by the Employer for the works. The measurements shall wherever not mentioned in the contract, be taken in accordance with MORT & H / CPWD Specifications / other relevant codes.

62 CORRECTION OF CERTIFICATES

If the Work is not carried out to the satisfaction, to omit or to reduce the value of such work in any Interim Payment / running account bill, the Engineer / Employer may by any Interim Payment/ running account bill make any correction or modification in any previous Interim Payment/ running account bill which shall have been issued by him.

63 STATEMENT ON COMPLETION

After the issue of the Completion Certificate in respect of the whole of the Works, the Contractor shall submit, not later than 45 days, to the Engineer two copies of a Statement on Completion with supporting documents showing in detail, in the form approved by the Engineer:

- (a) The final value of all works done in accordance with the Contract up to the date stated in such Taking-Over Certificate.
- (b) Any further sums which the Contractor considers to be due, and

The Engineer shall certify payment in accordance with Clause GCC58.

64 SECURITY DEPOSIT

Total Security Deposit shall be 5% of the Contract Price. After converting EMD into Security Deposit balance portion of Security Deposit shall be retained from Running Account Bills to make the total Security Deposit.

50% of the Security Deposit shall be released to the contractor upon issue of completion certificate by the Engineer against the Bank Guarantee of equivalent amount issued by Nationalized Bank payable at Mumbai . The Bank Guarantee shall be valid till expiry of Defect Liability Period. The Bank Guarantee and the remaining part of Security Deposit shall be released only at the end of Defect Liability Period upon issue of Certificate by the Engineer on satisfactory performance of the Defect Liability obligations i.e. Certificate of Final work Completion.

65 FINAL STATEMENT

After the issue of the Completion Certificate in respect of the whole of the Works, the Contractor shall submit, not later than 45 days, to the Engineer two copies of a draft Final Statement with supporting documents showing in detail, in the form approved by the Engineer:

- a. The final value of all works done in accordance with the Contract up to the date stated in such Taking-Over Certificate.
- b. Any further sums which the Contractor considers to be due, and

The Engineer shall certify payment in accordance with Clause GCC 58.

66 DISCHARGE

When submitting the Final Statement, the Contractor shall submit a written discharge, which confirms that the total of the Final Statement represents full and final settlement of all amount due to the Contractor under the Contract. Such discharge may state that it shall become effective only after payment due under the Final Payment Certificate has been made and the balance retention money in accordance with Clause GCC 64 has been returned to the Contractor.

67 ISSUE OF FINAL PAYMENT CERTIFICATE

The Engineer shall issue to the Employer, with a copy to the Contractor, the Final Payment Certificate with consultation with the Employer, within 28 days after receiving the corrected Final Statement and written discharge from the Contractor, stating:

- (a) The amount which is finally due, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled other than liquidated damage, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

If the Contractor has not applied for a Final Payment Certificate, the Engineer shall request the Contractor to do so. If the Contractor fails to make such an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he considers to be due.

68 CESSATION OF EMPLOYER'S LIABILITY

The Employer shall not be liable to the Contractor for any matter arising in connection with the Contract, unless the Contractor shall have included a claim in respect thereof in his Final Statement and in the Statement at Completion.

69 PRICE VARIATION

- NOT APPLICABLE -

70 ADDITION, ALTERATION AND OMISSION AND CHANGE NOTICE**70.1 Engineer's Instruction for Variation**

Variations may be initiated by the Engineer in consultation with the Employer at any time during the Contract Period by instruction. The Contractor shall not make any alteration and / or modification of the Works, unless and until the Engineer instructs or approves a Variation. If the Construction Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.

The Engineer, within his capacity, at any time, by written change notice unilaterally make any change in the Work within the general scope of this Contract, including but not limited to changes:

1. In the drawings, design or specifications,
2. In the method manner or sequence of Contractor's Work;
3. In Engineer or Employer furnished facilities, equipments, materials, services or site(s);
4. Directing acceleration or de-acceleration in performance of the Work;
5. Modifying the Contract schedule or the Contract milestones.

If the work shown on any further drawings or work that may be necessary to comply with any such instructions, directions or explanations, be in the opinion of the Contractor extra to that comprised in or reasonably to be inferred from the Contract, he shall before proceeding with such work, give notice in writing to this effect to the Engineer, and in the event of the Engineer agreeing to the same in writing, the Contractor shall be entitled to receive payment in respect of such extra work as an authorized extra.

The Contractor shall forthwith comply and fully execute any work comprised in such Engineer's inspections provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Engineer shall, if involving a variation, be confirmed in writing by the Contractor within 7 days and if not disagreed in writing within further 14 days by the Engineer such shall be deemed to be the Engineer's instructions within the scope of the Contract

If the Engineer and the Contractor fail to agree as to whether or not there is an extra then if the Engineer decides that the Contractor is to carry out the said work, the Contractor shall do so, and the question whether or not there is an extra, and if so, the amount thereof, shall failing agreement, be settled under the provisions of Clause GCC 56 "SETTLEMENTS OF DISPUTES BY CIVIL SUITS", but such reference shall in no way delay the execution of work and the fulfillment of this Contract.

No drawing shall be taken as in itself an order for variation unless, in addition to the Engineer's signature, it bears express words stating that it is intended to be such an order or bears a remark "VALID FOR CONSTRUCTION". No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of Clause GCC70 (Alterations, Additions, Omissions and Change Notice), or by the Authorities on directions in writing of the Engineer as herein mentioned.

70.2 Variations

- A) The Engineer/ client shall make any variation of the form as specified below, be necessary and for that purpose, he shall have the authority to instruct the Contractor to do after taking necessary approval of the Employer and the Contractor shall do any of the following:
- (a) Increase or decrease the quantity of any work included in the Contract,
 - (b) Omit any such work,
 - (c) Change the character or quality or kind of any such work,
 - (d) Change the levels, lines, position and dimensions of any part of the Works,
 - (e) Execute additional work of any kind necessary for the completion of the Works, or
 - (f) Change any specified sequence or timing of construction of any part of the Works.
 - (g) Approve the difference in costs of the modified / substituted / derived items of construction as and where deemed necessary by Engineer.

However, that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such defaults shall be borne by the Contractor.

70.3 Variation Procedure for Scope Change Notice

a) Any Addition to the Contract Price due to varied work:

Rates setout in the Contract

Any addition to the Contract price required to be determined for varied work, shall be valued at the rates set out in the Contract, if the same shall be applicable. Provided further that no change in the rate or price for any item contained in the Contract shall be considered for any variation of quantity. The quantities mentioned are indicative and can vary. The items may be deleted from the scope of works and the Employer reserves the right to increase or decrease or delete the scope of the work / quantities.

Rates not in the Contract Price

If the Contract does not contain any rate or price applicable for the varied work or extra substituted items, derived item the rates and prices available in the Contract shall be used as the basis for variation as far as may be reasonable.

Rates for such altered, additional or substituted work shall be determined by the Engineer-in-Charge as follows :-

- i. If the rate for altered, additional or substituted item, derived items of work is specified in the schedule of quantities, the Contractor shall carry out the altered, additional or substituted items, derived items at the same rate. In the case of composite tenders, where two or more schedule of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedules of quantities.
- ii. If the rate for any altered, additional or substituted item, derived items of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.
- iii. If the rate for altered, additional or substituted item, derived items of work cannot be determined in the manner specified in sub-para (i) and (ii) above, then such item of works shall be carried out at the rate entered in Delhi Schedule of rates with the addition of cost index for Mumbai (2010) whichever is applicable, plus / minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.
- iv. If the rate for any altered, additional or substitute item, derived items of work cannot be determined in the manner specified in sub para (i) to (iii) above, then the rate for such item of work shall be derived from the Delhi Schedule of Rates whichever is applicable, specified in sub-para (iii) above plus / minus the percentage mentioned in that sub-para. Provided always that if rate(s) for part(s) of the item(s) are not available in the Schedule of Rates specified above, rate for part(s) of such item(s) shall be determined on the basis of market rate(s) analysis prevailing during the fortnight following the date of the order plus Fifteen percent for profit and overhead.
- v. If the rate for any altered, additional or substituted item, derived items of work cannot be determined in the manner specified in sub-para (i) to (iv) above, the Contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer shall, within one month thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of

market rate(s). In the event of the Contractor failing to inform the Engineer within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer on the basis of market rate(s).

- vi. The Engineer reserves the right to arrive at the rate for derived / substituted / modified items and the contractor is bound to accept such Rate/s and execute the item of work at the said rate/s.

Provisional Rates for varied Work

In the event of disagreement, the Engineer shall fix such rates or prices in Consultation with the Employer and, as in his opinion appropriate, shall be notified to the Contractor accordingly, with the Copy to the Employer. Until such time as rate or price are agreed or fixed, the Engineer in consultation with the Employer shall determine provisional rates or price to enable on- account to be included in certificates issued.

If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall submit as soon as practicable the following

- (a) Change the character or quality or kind of any such work.
- (b) Change the levels, lines, position and dimensions.
- (c) Execute additional work of any kind necessary for the completion of the Works.
- (d) Increase or decrease the quantity and Cost.
- (e) Change any specified sequence, or
- (f) Increase or decrease timing of construction of any part of the Works.
- (g) Revised Works schedule & Methodology etc. for its execution.

The Engineer shall, as soon as practicable after receipt of such programme, respond with approval, rejection or comments under "Scope Change Notice"

71 DAY WORK

- NOT APPLICABLE -

72 PROCEDURE TO CLAIM

28 days to claim after the event arise

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions, he shall give notice of his intention to the Engineer, with a copy to the Employer, within 28 days after the event giving rise to the claim has first arisen.

Up to date Records to support the Claim

The Contractor shall have to provide within reasonable time as agreed by the Engineer, all the necessary justifiable records / purchase vouchers to support the Claim. The Contractor shall permit the Engineer to inspect all records kept pursuant to the Claim. The Contractor shall supply the Engineer with copies thereof as and when the Engineer so instructs.

Payment to Claims

The Engineer after due consultation with the Employer and the Contractor; and on verification of all the particulars supplied by the Contractor, may consider due to the Contractor. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment to such an extent as such particulars may be substantiated to the satisfaction of the Engineer.

The Engineer shall notify to the Contractor any determination made under this Clause, with the copy to the Employer.

73 PROVISIONAL SUM

The Engineer shall have authority with prior approval from the Employer, to issue an instruction to the Contractor or nominated Contractor, for the execution of work or supply of goods, materials, plant or services.

74 DEFAULT OF CONTRACTOR

74.1 Notice to Correct

If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good such failure and remedy the same within a specified reasonable time.

74.2 Termination

If the Contractor:

- (a) fails to comply with a notice issued by Engineer.
- (b) Abandons or repudiates the Contract.
- (c) without reasonable excuse fails:
 - (i) to commence the Works in accordance with Letter of Acceptance,
 - (ii) to proceed with the Works in accordance with Clause 49 - "Commencement, Delays and Suspension".
- (d) becomes bankrupt or insolvent, goes into liquidation.
- (e) fails to comply with a notice issued , within 28 days after having received it, or
- (f) assigns the Contract or Subcontracts the Works without the required consent.

then the Employer may, after having given 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site. The Contractor shall then deliver all Construction Documents to the Engineer. The Contractor shall not be released from any of his obligations or liabilities under the Contract. The rights and authorities conferred on the Employer and the Engineer by the Contract shall not be affected.

The Employer may upon such termination complete the Works himself and/or by any other Contractor. The Employer or such other Contractor may use for such completion so much of the Construction Documents, Contractor's Equipment, Temporary Works, Materials as he or they may think proper, upon completion of the Works, or at such earlier date as the Engineer thinks appropriate. The Engineer shall give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall remove or arrange removal of the same from such place without delay and at his cost

74.3 Valuation on Date of Termination

The Engineer shall, as soon as possible after termination, determine and advise the Contractor of the value of the Construction Documents, Materials, and Works and all sums then due to the Contractor as at the date of termination.

74.4 Payment after Termination

After termination, the Employer shall not be liable to make any further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Contractor, have been established.

The Employer shall be entitled to recover from the Contractor the extra costs, if any, for completing the Works after allowing for any sum due to the Contractor. If there are no such extra costs the Employer shall pay any balance to the Contractor.

75 RISK AND RESPONSIBILITY

75.1 Indemnity

The Contractor shall indemnify and hold harmless the Employer, the Engineer, agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the Works provided by the Contractor.

These indemnification obligations shall be limited to claims, damages, losses and expenses which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of physical property including consequential loss of use. Such obligations shall also be limited to the extent that such claims, damages, losses or expenses are caused in whole or in part by a breach of a duty of care, imposed by law on the Contractor or anyone directly or indirectly employed by the Contractor.

75.2 Contractor's care of the works

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of issue of the Taking-Over Certificate, when responsibility shall pass to the Employer. If the Engineer issues a Taking-Over Certificate for any Section or part of the Works, the Contractor shall cease to be responsible for the care of that Section or part from the date of issue of such Taking-Over Certificate, when responsibility shall pass to the Employer.

The Contractor shall take responsibility for the care of any outstanding Works, which is required to be completed prior to the expiry of the Contract Period, until the Engineer confirms in writing that such outstanding Works has been completed.

If any loss or damage happens to the Works, arising from any cause other than the Employer's risks, during the period for which the Contractor is responsible, the Contractor shall rectify such loss or damage, at his cost so that the Works conform with the Contract. The Contractor shall also be liable for any loss or damage to the Works caused by any operations carried out by the Contractor after the date of issue of the Taking-Over Certificate.

75.3 Contractor's Risks

The Contractor's risks are all risks other than the force majeure.

76 INSURANCE

The Contractor's All-risk-policy (CAR Policy) shall be deposited with the Employer. The Contractor's All-risk-policy shall cover for all risks inclusive of all sub headings given below :

76.1 Insurance for Works and Contractor's Equipment

The Contractor shall insure the Construction Documents, Materials and Works in the joint names of the Employer, the Contractor and Sub - Contractor against all loss or damage. This insurance shall cover loss or damage from any cause. Such insurance shall be for a limit of not less than the full replacement cost (including profit) and shall also cover the costs of demolition and removal of debris. Such insurance shall be in such a manner that the Employer and the Contractor are covered from the date by which the evidence that the insurance have been effected, until the date of issue of the Taking-Over Certificate for the Works. The Contractor shall extend such insurance to provide cover until the date of issue of the Performance certificate, for loss or damage for which the Contractor is liable

arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage occasioned by the Contractor or Sub-Contractor in the course of any other operations including Testing on completion of the Works.

The Contractor shall insure the Contractor's Equipment in the joint names of the Employer, the Contractor and Sub - Contractor, against all loss or damage. This insurance shall cover loss or damage from any cause. Such insurance shall be for a limit of not less than the full replacement value (including delivery to Site). Such insurance shall be in such a manner that each item of equipment is insured while it is being, transported to the Site and throughout the period it is on or near the Site.

76.2 Insurance against Injury to Persons and Damage to Property

The Contractor shall insure against liability to third parties, in the joint names of the Employer, the Contractor and Sub-Contractor, for any loss, damage, death or bodily injury which may occur to any physical property or to any person (except things insured for Works, Contractor's equipments and Workers), which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate.

76.3 Insurance for Workers

The Contractor shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Sub-Contractor, in such a manner that the Employer and the Engineer are indemnified under the policy of insurance. For a Sub-Contractor's employees, such insurance may be affected by the Sub-Contractor, but the Contractor shall be responsible for compliance with this Clause.

76.4 Insurance of Sub-Contractor

The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractor, if any and shall be responsible for any claims or losses to the Employer resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractor, relevant policy or policies and premium receipts as and when required by the Engineer the Contractor's All- risk- policy shall be deposited with the Employer.

76.5 General Requirements for Insurances

Each insurance policy shall be consistent with the general terms agreed in writing prior to the Commencement date, and such agreement shall take precedence over the provisions of this Clause.

The Contractor shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the Engineer.

- (a) Evidence that the insurances described in this Clause have been effected, and
- (b) Copies of the policies for the insurances for Works, Contractor's Equipments, Contractor's Workers, insurance against injury to Persons and damage to property.

When each premium has been paid the Contractor shall submit copy receipts to the Employer. The Contractor shall also, when providing such evidence, policies and receipts to the Employer, notify the Engineer of so doing.

The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer. Payments received from insurers shall be used for the rectification of such loss or damage.

The Contractor shall comply with the conditions stipulated in each of the insurance policies. The Contractor shall make no material alteration to the terms of any insurance without the prior approval of the Employer. If an insurer makes any such alteration, the Contractor shall notify the Employer immediately.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor.

APPENDIX TO THE CONTRACT DOCUMENTS

SUBJECT: TENDER FOR SUPPLY, INSTALLATION TESTING COMMISSIONING OF SPECIALIZED KITCHEN EQUIPMENTS & ASSOCIATED WORKS AT STAFF CANTEEN, 2ND FLOOR, CENTRAL OFFICE, NARIMAN POINT, MUMBAI.

1. Defect liability period : 12 Months from the date of virtual Completion of work.
2. Date of commencement : 7 days after the contract is accepted by the contractor or handing over the site whichever the later.
3. Period of completion : 30 DAYS.
4. Liquidated damages : 10% of contract amount per week / day of delay subject to maximum of 1 % of contract amount.
5. Period of honoring final certificate : 30 days.
6. Value of work for interim certificate : Rs.5,00,000.00
7. Period of honouring certificate : 15 days
8. Retention money retention : 8% of the bill value will be deducted as
Subject o maximum-security deposit, inclusive of EMD. 50% of the retention money so held shall be refunded after virtual completion and balance 50% after defects liability period of one year.
9. Initial security deposit including earnest money deposit already submitted. : 1% of the contract value.
10. Total Security deposit : 2% of contract value including EMD.
11. Earnest Money to be submitted : **Rs. 41,000.00** by way of demand draft or pay order on any Nationalized Bank drawn in favour of Union Bank of India payable at Mumbai.
12. Payment Terms : No advance will be paid against the subject work. The Payment will be released as per progress of Work on submission of RA Bills. The retention money to the extent of 4% of the cost for actual work carried out will be retained for the period of defect liability period of one year.

EMPLOYER'S REQUIREMENTS

8.1 SCOPE OF WORK AND SPECIAL INSTRUCTION

The proposed project envisages "Supply & installation of specialized Kitchen Equipments at 2nd floor, Staff Canteen, Central Office Building, Nariman Point, Mumbai-400 021.

A) GENERAL SCOPE OF WORK:

- i) The detailed scope of work for project specific is described in the Schedule of Quantities. However, any item of work required to be carried out as per the Contract for proper satisfactory completion of the work with good standard of workmanship shall be deemed to be included in the scope of work, with no additional cost for such items, whether, or not it is specifically included / described in the Schedule of Quantities.
- ii) The Contractor shall ensure to meet the schedule milestones, quality and safety requirements of all Works as mentioned in the scope of Work.
- iii) The Contractor shall work in close co-ordination with Engineer and Employer's Representative and shall attend various meetings to meet the schedule and quality requirements of the Work.
- iv) Contractor shall protect the work and facilities while performing the Contract.
- v) The Contractor is to ensure the proper housekeeping of the Site at all times as per the satisfaction of Engineer so as to Work in a very safe and clean manner.
- vi) The Contractor shall ensure timely submission of all reports, test results, samples.
- vii) Arranging his own access to the Site. Arranging his own water supply for construction activity. Arranging to install a electric meter on the site for the purpose of drawing electricity for the purpose of carrying out the contractual work. The cost of such electric power to be borne by the contractor at the actual rate & for the meter reading every month.
- viii) The Contractor shall carry out all the survey & layout works in relation to the Contract. Contractor shall make the reference pillars etc. required for setting out of the road alignment and shall be responsible for safe guarding them till the completion of the Contract.
- ix) The Contractor shall submit his Construction Program within 7 days of Award of Letter of Acceptance describing in details the mobilization and requirement of labour and equipment in the form of CPM analysis and notes, working process for main activities / critical activities / new activities, Monitoring of work Progress, Financial Planning and cash flow charts, Survey and layout, Construction methodology, Quality plan including mix design requirements, Approved external Laboratory facilities, Testing frequencies, Acceptance Criteria, Calibrations, Control of Non-Conformities, Details of Site Quality Records, Various documentation in a formats approved / issued by Engineer, performance of tests etc, Approved vendor list for various standards materials like Cement, steel, bitumen, etc. The Contractor shall prepare requisite documents, its submission on time, coordination, follow-up with concern statutory e.g. Police/ Labour / Health/ Power/ Water / Telecommunication and other Authorities to obtain requisite permission, NOC, supply and avail their facilities and to perform legal formalities to avoid any encumbrance on Work programme.

- x) The Contractor shall submit all necessary reports and data's required for monitoring the progress and quality of Works mentioned in the Scope of Work and in the formats approved by Engineer.
- xi) Shop drawings for all fabrication work of permanent as well as temporary structures.
- xii) As Built drawings for all works mentioned in the scope of Work.
- xiii) Site safety management and Supervision.
- xiv) Construction of labour camp at approved space.

The cost towards all the items listed above is deemed to be covered in the rates quoted by the Contractor for the items included in the Schedule of Quantities and Rates and no separate payment shall be made except for the items specifically included in the Schedule of Quantities.

8.2 DOCUMENTATION, INSTRUMENTATION

The following items shall be deemed to be included in the tendered cost and no additional payment shall be made:

- i) **“Quality Assurance Manual”** covering mix-designs, materials, testing, statistical quality control, etc. shall be prepared and supplied by the Contractor free of cost well before starting the work.
- ii) **“Construction manual”** covering various aspects of construction methods, difficulties faced and how they were overcome during execution etc. shall be supplied by the Contractor free of cost at the time of completion of work.

SPECIFICATIONS

The Detail specifications & the Technical specifications are attached in separate sheets in greater detail in the Bill Of Quantities & the Technical Specifications, however all the materials used to conform to the relevant IS code wherever applicable & the execution & the quality standards to be followed should be that specified in the National Building Code or any other standard practice document prevalent in the state of Maharashtra.

SITE VISIT

DECLARATION OF THE CONTRACTOR

I/We hereby declare that I/We have made myself/ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/We have based my/our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I/We undertake to use only the best materials approved by ENGINEER, or his duly authorized representative during execution of the work as per scope of work and to abide by the decision.

Signature of the Contractor

SPECIFIC CONDITIONS OF CONTRACT RELATING TO SPECIALIZED
KITCHEN EQUIPMENTS & ASSOCIATEDWORKS.

General

The following additional specific conditions and specifications shall be read in conjunction with instructions to bidders and General conditions of Contract. If there are any provisions in these additional specific conditions and specifications which are at variance with the provisions in the above mentioned documents, the provisions in these additional specific conditions and specification shall take precedence.

Scope of Contract

The scope and general character of works to be carried out under this section comprises of Supply, installation, testing and commissioning of specialized kitchen equipments & associated works as illustrated in specifications, technical data and bill of quantities.

Stores and Materials

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, Bill of Quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can be reasonably inferred there from. In case of any discrepancy in the drawings or between the drawings, Bill of Quantities and specifications, the decision of the Engineer in this regard will be final and complied with.

Supply of Equipment

Equipment shall be strictly as per the list of approved makes/ manufacturers given in the bid documents.

The contractor shall submit manufacturers test certificates of equipment supplied. The contractor shall submit the original "Excise Paid Certificates", and exit Gate passes form manufacturer's factory/works clearly bearing the batch numbers and date of dispatch.

Working Drawings etc.

The Contractor shall within 20 days of signing of the contract prepare and submit to the Engineer for approval, 2 sets of detailed working/ shop drawings for the systems/equipment indicating the layout of equipments, fabrication details, foundation details of equipments, Equipment characteristics and capacity details of all equipment, accessories, electrical drawings and other drawings as required for the execution of the works under the Contract..

These drawings shall contain details of construction, size, arrangement, operating clearances, performance characteristics, and capacity of all items of equipment, as also details of all related items of work by other disciplines.

If the Engineer makes any amendment in the above drawings, the Contractor shall supply two fresh sets of drawings with the amendments duly incorporated, along with the drawings on which corrections were made. After final approval has been obtained from the Engineer, the Contractor shall submit a further six sets of shop drawings for the exclusive use of and retention by the Engineer.

The shop Drawings shall be submitted for approval sufficiently in advance of planned delivery and installation of any material, to allow Engineer ample time for scrutiny. No claims for extension of time shall be entertained because of any delay in the work due to failure to produce shop drawings in time. Approval rendered on shop drawings shall not be considered as a guarantee of measurements or of building conditions. Where drawings are approved, said approval does not mean that drawings have been checked in detail nor does it in any way relieve the Contractor from his responsibility of furnishing materials or performing work as required by the Contract

Completion Drawings

- a. Following "AS BUILT" drawings shall be submitted by the contractor on completion of the work.
- b. Installation drawings giving complete details of the entire equipment including foundations.
- c. Electrical drawings showing cable sizes, equipment capacities, control components and control wiring.
- d. Schematic control drawings giving detailed sequence of operation and notes to explain the operation of the control circuit.
- e. Piping drawings showing all pipe sizes, valves and fittings.
- f. Any other drawings to be supplied as per instructions of the Engineer.

The Drawings shall be cross checked and approved by the Engineer before Acceptance.

Operation and Service Manuals

The contractor shall submit 3 sets of operation and service manuals in respect of the Air-conditioning plant including salient details of plant.

Following minimum details shall be furnished:

- a. Detailed equipment data as approved by the Engineer.
- b. Manufacturer's maintenance and operating instruction.
- c. Approved test readings.
- d. The contractor shall also submit four (4) sets of technical literature on all automatic
- e. Controls and complete technical literature on all equipment and materials. The
- f. contractor shall frame under glass, in the Air Conditioning plant Room all
- g. Consolidated control diagrams and all piping diagrams.

Inspection at Contractor's Premises

The Engineer and his representatives shall at all reasonable time have free access to the contractor's premises/works. The contractor shall give every facility to the Engineer and his Representative and necessary help for inspection and Examinations and test of the materials and workmanship.

The Engineer's Representative shall have full powers to inspect drawings of any portion of the work or examine the materials and workmanship of the plant at the contractor's works or at any other place from where the material or equipment is obtained. Acceptance of any material or equipment shall in no way, relieve the Contractor of his responsibility for meeting the requirement of the specifications.

Sub - Contracting

The contractor may subcontract part of the works with the written approval of the Engineer to any of the approved subcontractors given in the list of approved subcontractors, makes and manufacturers. A single subcontractor shall be appointed for carrying out the entire work of supplying, installation, testing and commissioning of all the equipment covered under the package. However the overall responsibility of the contractor for compliance with the contract terms does not alter by subcontracting.

Material Submittals

The contractor shall submit material submittals for all equipment and machinery for the written approval of the Engineer before placing orders. The material submittals shall comprise of at least the following :

- a. Manufacturer's technical catalogues and brochures giving technical data about performance and other parameters.
- b. Manufacturers drawings/ sketches showing construction, dimensional and installation details.
- c. Rating charts and performance curves clarifying rating of equipment selected and proposed.

Samples and Prototypes

The contractor shall submit samples of items such as valves, controls and/ or any other parts or equipment as required by the Engineer for prior approval in writing before placing the order. The contractor shall also construct prototype or samples of work as laid down in the contract or as instructed by the Engineer. Such samples and prototypes after approval shall be retained by the Engineer and shall serve as the standards to be achieved in final construction.

Testing and Commissioning

Tests on the equipment as called for in the Specifications shall be carried out by the Contractor in accordance with the specifications, the relevant Indian Standard Specifications and the relevant Indian and International Standards.

- a. The initial tests shall include but not be limited to the following :
- b. To operate and check the proper functioning of all electrically operated components.
- c. To operate and check the proper functioning of all electrical panels, switchgears, safety and other controls.
- d. To check the systems against leaks in different circuits, alignment of motor, `V' Belt adjustments etc.
- e. To check the vibration and noise levels of the equipment.
- f. Setting of all control and all such other tests which are essential for smooth functioning of the plant.

The Contractor shall pay for and arrange without any extra cost, all necessary balancing and testing equipment, instruments, materials, accessories, power, water, fuel and the requisite labour for testing. Any defects in materials and/or in workmanship detected in the course of testing shall be rectified by the Contractor entirely at his own cost, to the satisfaction of the Engineer. The installation shall be tested again after removal of defects and shall be commissioned only after approval by the Engineer. All tests shall be carried out in the presence of the Engineer or the Engineer's Representative.

Provisional Taking Over

After completion of the installation of the system /equipments and associated works the same shall be tested for its performance as per the Contract. All adjustments should be made prior to this test so that proper conditions/working are achieved during this testing. The system/equipments will be taken over or accepted as completed after successful completion of the above test and the defects liability period shall commence after Substantial completion in accordance with the clause of GCC.

Guarantee and Defects Liability Period

All the equipments and components shall be guaranteed for its performance and against any manufacturing defect. The defect liability shall be valid for a period of 12 (Twelve months) from the date of satisfactory completion of works and issue of completion certificate/ taking over certificate. The Contractor shall guarantee that all equipments shall be free from any

defect due to the defective materials and bad workmanship or any other cause and that the equipment shall work satisfactorily and that the performance and efficiencies of the equipment shall be not less than the guaranteed values. Any parts found defective during the guarantee period shall be replaced by the contractor at his own expense. The services of the contractor's personnel, if requisitioned during this period for such work, shall be made available free of any cost to the Employer. If the defects are not remedied within a reasonable time mentioned in the written notice, the Employer may proceed to do so at the contractor's risk and expenses without prejudice to any other rights. Joint inspection report shall also be deemed as written notice for this purpose.

Measurement of Works

All works shall be measured in accordance with the mode of measurement given in the specific sections of the specifications. In case the method of measurement for any item is not clarified in the specifications, the same shall be measured in accordance with the relevant IS standards.

The Engineer may from time to time intimate to the contractor that he requires the works to be measured and the contractor shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's Representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them. Should the contractor not attend or neglect or omit to send such agent, then the measurements of the works, carried out by the Engineer or his Representative shall be taken to be the correct measurements of the works, in accordance with the standard method of measurements, as in prevalent use.

The contractor or his agent may at the time of measurement take such notes and measurements as he may require. The contractor shall submit Running bills supported by detailed measurement sheets.

Maintenance

The contractor shall provide free maintenance for a period of twelve months after the installation is provisionally taken over. The contractor shall carry out all routine and special maintenance of the equipments and attend to any defects that may arise in operation of the equipments. Consumable items required during the maintenance, loss of which is not attributable to bad material and/or workmanship will be Arranged by the Employer free of cost.

Performance Guarantee

The contractor shall submit a performance guarantee certificate that the equipments shall maintain the desired performance of the complete system and shall also guarantee that the capacity of various components as well as the whole system covered under scope of work, technical schedules and bill of quantities etc. shall not be less than the specified capacities. The guarantee of the specific equipment supplier alone with regard to the performance of the system shall not be acceptable. However, this does not alter the overall responsibility of the contractor for compliance with the contract terms and conditions.

Painting

All equipment and ancillary items such as pipes, supports etc., will be painted in approved manner, using standard colour scheme as approved by the Engineer.

Safe Custody and Storage

Safe custody of all machinery and equipment dismantled, shifted & supplied by the contractor shall be his own responsibility till the final taking over by the Employer. He should, therefore, employ sufficient staff for watch and ward at his own expenses. The Employer may, however, allow the contractor to use the plant room/weather maker/rooms, etc. for temporary storage of his equipment if such spaces are ready and available.

Terms of Payment

For purposes of estimating the contract value of works executed for certificate of payment the following norms shall be followed.

80% of BOQ contract rates shall be paid on receipt of equipment at site and after inspections and passing.

15% of BOQ contract rates shall be paid on satisfactory erection and on issue of taking over certificate/completion certificate. Installation of equipment at site. 5 % (2% EMD + 3% Retention Money) of the contract value will be retained by the owner as security deposit & will be released to the contractor at the end of the defects liability period on successful completion of the contract. The contractor can claim the retention money on submitting a Bank Guarantee of equivalent amount from any nationalized bank, valid for the defects liability period.

Training of Personnel

- a. The contractor shall arrange to train the Employer's personnel on the following aspects prior to provisional takeover of the plant.
- b. Operation and routine maintenance of all equipments..
- c. Adjustments of settings for controls and protective devices.
- d. Preventive maintenance.
- e. Disassembling and assembling of compressor including identification and replacement of worn out parts.

LIST OF APPROVED MAKES/ MANUFACTURERS

Contractor for Kitchen- Only pre-qualified party
 Kitchen equipments & Accessories Manufactured by pre-qualified part/NAT
 STEEL/CONSTELLATION/LL EQUIPMENTS, MACHINES LTD/ CONTINENTAL

Walk in Cold Room & deep freezer room	Blue Star/ Foster. Williams/Voltas
Sub agency / Contractor for Supply, installation, Testing & commissioning of LPG manifold and Piping system Certified from Oil Companies	
M.S. Pipes & GI	Tata /Jindal /HSL
Isolation Ball Valves	Audco /Virgo /Aucqo
Regulator & fittings	Gasco / Sumit /Vanaz
Pressure Gauge	H.Guru /Uday /Sumit / Precision
Water cooler	Usha Shriram/ Blue Star / Voltas
Weighing Scale / Air Curtain / Insect acuter	IS certified make
Mild Steel Frames	: SAIL/VIAZAC/Equivalent
SS Pipes/plates	:Cromium plated SS 304 grades.
Electrical Motor	:Bajaj/Kirloskar/C etc.
Enamel Paint	:Asian/Nerolac/Berger/ICI
Red oxide primer	:Asian/Berger/ICI

Centralized LPG manifold system

General

The work of supply, installation, testing and commissioning of LPG manifold and supply system shall be carried out only by specialized agency on turnkey basis. Such agency shall have certification for carrying out similar jobs from Oil Companies like IOCL.

The entire work of supply, installation, testing and commissioning of LPG manifold and supply system shall be carried out in accordance with directives of Oil Industry safety directorate and of Bureau of Indian Standards and using materials having necessary approvals for use in LPG installations.

The contractor shall submit detailed shop drawings of LPG manifold, piping layout and piping installation details for approval. The items covered under the scope of works shall include all those ancillary items which may be required to complete the work in all respect whether specifically mentioned or not.

The work shall be carried out in accordance with IS 6044 (latest edition) , Gas Cylinder rules 1981 with latest amendments , OISD July 1995 norms (with latest amendments). After installation, the entire LPG pipeline system shall be given two coats of red oxide primer and finally painted in red post office paint with at least two coats.

LPG CYLINDER MANIFOLD

The LPG manifold shall have 2x20 domestic LPG cylinders of 14.2 Kg capacity each, in two banks (one working and one standby). The gas bank shall include manifold flexible connectors, automatic changeover arrangement, pressure gauges, LPG leak detector, pigtails, cylinder adapters etc. complete in all respect.

The complete LPG manifold with all materials, fittings etc used in cylinder manifold system shall comply with the relevant BIS specification. The manifold shall be provided with suitable housing fabricated with angle iron.

The LPG manifold header shall be of MS heavy class pipe with MECV threads.

The LPG manifold and all its components shall be capable of withstanding a test pressure of 26 Kg/cm².

The joints between manifold headers and cylinder connector shall be readily accessible.

The LPG manifold shall be provided with pressure reducing station complete with isolation ball valves, flanges and other accessories.

INSTALLATION OF PIPING AND VALVE

The piping shall be MS heavy class conforming to IS 1239 (part-I) 1990 with latest amendment, complete with all fittings, elbows, reducers, unions, bends etc. The piping shall be joined through welding by using welding electrodes of ISI marked only.

The LPG piping works shall be duly supported with ceiling, on walls etc. by providing adequate supports. In no case the spacing between two supports shall exceed 1.5 meter. Adequate measures shall be taken to prevent pipe from undue stresses, sagging etc.

The piping shall be free internally and externally of cutting burrs, loose scales, dirt, dust and Other foreign matters before installation is completed.

All care shall be taken to prevent rusting of piping during installation by providing red oxide primer coating. Suitable sleeve of GI /wood shall be provided wherever the pipes are crossing through the walls/slabs etc.

The LPG shall be providing keeping a minimum distance of 100 mm from the electrical wiring siring system.

On completion of installation, the entire piping system shall be tested against any leakage at a test pressure twice the working pressure or 26 Kg/cm² whichever is higher. All the fittings used for installation of LPG pipe line system shall conform to relevant BIS codes.

The complete LPG pipe line system shall be installed in accordance with IS 6044 Part-I. All the accessories, components used for installation of LPG pipeline system shall have the approval from Oil company.

The installation of entire LPG pipeline system shall be in accordance to directives of Oil Industry safety directorate and of Bureau of Indian Standards. Isolation/shut off valves shall be ball valves with installation certificate for use in LPG pipelines and shall have carbon steel body, Stainless Steel ball and PTFE seat. After completion of installation, the entire pipeline system shall be given at least two coats adequate supports. In no case the spacing between two support shall exceed 1.5 meter. Adequate measures shall be taken to prevent pipe from undue stresses, sagging etc. The piping shall be free internally and externally of cutting burrs, loose scales, dirt, dust and other foreign matters before installation is completed. All care shall be taken to prevent rusting of piping during installation by providing red oxide primer coating. Suitable sleeve of GI /wood shall be provided wherever the pipes are crossing through the walls/slabs etc. The LPG shall be providing keeping a minimum distance of 100 mm from the electrical wiring siring system.

On completion of installation, the entire piping system shall be tested against any leakage at a test pressure twice the working pressure or 26 Kg/cm² whichever is higher. All the fittings used for installation of LPG pipe line system shall conform to relevant BIS codes.

The complete LPG pipe line system shall be installed in accordance with IS 6044 Part-I. All the accessories, components used for installation of LPG pipeline system shall have the approval from Oil company. The installation of entire LPG pipeline system shall be in accordance to directives of Oil

Industry safety directorate and of Bureau of Indian Standards. Isolation/shut off valves shall be ball valves with installation certificate for use in LPG pipelines and shall have carbon steel body, Stainless Steel ball and PTFE seat. After completion of installation, the entire pipeline system shall be given at least 2 coats.

General Instructions to Contractor

- 1 Inspection of sites: The contractor shall visit and examine the site and satisfy as to the nature and correct dimensions of work and facilities for obtaining material and shall obtain generally his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the ground of insufficient description will be allowed. All expenses incurred by the contractors in connection with obtaining information for submitting this tender including his visit to site and efforts in compiling the tender shall be borne by the tenderer and no claims for reimbursement thereof shall be entertained.
- 2 Safety Regulations: The contractor shall take all the necessary precautions while working and to safeguard adjacent property, Bank's property, Bank's employees, and traffic persons
- 3 Compliance to local laws: The contractor shall conform to the provisions of any Act of the Legislature relating to the work and to the Regulation of Bye Laws of any authority. He shall also obtain the permission of the Municipality or any other Authorities if required under the existing rules.
- 4 Site cleaning: All the rates quoted are inclusive of removal of rubbish / debris collected during the progress of work, rejected material and clearance of site before and after the work is completed. Not more than one truckload shall be stored that to for not more than 3 days. The contractor shall arrange to remove the same immediately. If the contractor is failing to remove the same and the expenses shall be recovered from the contractor and he will not dispute for the expenses so incurred.
- 5 Vouchers/ bills: Contractor shall upon the request of the Bank furnish bills, invoices, accounts, receipts and other vouchers for all materials brought on site to prove that the material purchased are as mentioned in the specification.
- 6 Contractor's responsibility: The work will from time to time be examined by Bank's Architect / Engineer, but such examination shall not in any way exonerate the contractor from the obligation to remedying any defects which may be observed at any stage of the work or after the same is completed.
- 7 Dismissal from work: The contractor shall upon the written request of the Bank's Architect / Engineer immediately dismiss from the work any person employed by him thereon, who may in the opinion of the authority be incompetent or misconduct himself and such person shall not be again employed on the work, without the permission of the bank.
- 8 Order of work, etc.: Bank reserves the right to fix the order in which the various items of work involved are to be executed. However, the contractor shall be responsible for the completion of the entire job within the item limit specified failing which liquidated damages as mentioned in clause No.49 shall be recovered from the contractor.
- 9 Commencement of work: The work must be started within 7 days upon accepting the work order and the programme for carrying out the various jobs shall be drawn out in consultation with the Bank's Architect / Engineer. Adequate labour force shall be provided to complete the work within the specified period. Proper security aspects should be taken care of by adequate vigilance in view of the importance of the building. Default in compliance with the programme so finalized shall entail operation of liquidated damages as stated.

- 10 Subletting the work: The contractor shall not directly or indirectly sublet the work to other party without written permission from the bank.
- 11 Quantities of works are provisional: The quantities mentioned in schedule are provisional and likely to increase / decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit / business shall be entertained on this account
- 12 Distribution of work: The Bank reserve the right to distribute the work for which quotation have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the bank.
- 13 Third party damage: The contractor shall be responsible for all injury to persons, animals, building, building structure, any damage to road, streets, footpaths and shall rectify it at its own cost.
- 14 Insurance cover: All the workers of the contractor as well as his sub-contractor must be properly covered by an Insurance Policy under Workman's Compensation Act and Fatal Accidents Act. The contractor at his own expenses arrange to effect and maintain until the virtual completion of the contract, insurance policy in the joint name of the Bank and the contractor against this risk to be retained by the Bank until the virtual completion of the work, and indemnify the Bank from all the liabilities arising out of such events. In case of delay, contractor shall arrange to extend insurance policy till work is completed.
- 15 Delay & Extension of time: All the work should be completed within the specified period in the tender. If the work is delayed due to the reasons beyond the control of the contractor, he should applying to the Bank explaining, therein the reasons for such delays, immediately and if in the opinion of Bank's authorities the delay is justified, the contractor shall be granted extension in time limit.
- 16 Certificate of virtual completion: As soon as the work is completed, the contractor shall inform in writing such completion to the Bank's Architect / Engineer who will inspect the work and if satisfied will issue the certificate that the work has been virtually completed and the defects liability period shall commence from the date of such certificate.
- 17 Defect liability period: The defects or other faults which may appear during the defect liability period which is 6 months after the virtual completion of the work, arising in the opinion of the bank due to inferior quality of material or bad workmanship not in accordance with the contract, contractor shall make good at his own cost within a reasonable time. In case of default, Bank may employ and pay other agencies to amend and make good such defects and all expenses / damages / losses shall be recoverable by Bank or may be deducted from any money due to the contractor
- 18 Arrangement of work: The contractor shall organize the work in such a way that the office users or the nearby public area put to no hardships and the working of the office is not affected. The contractor shall take adequate care during the progress of work to protect the office property like stationery, furniture, etc. In case of any damage, the contractor shall make the same good. Contractor is agreed to work after office hours for which no extra cost shall be considered.
- 19 Stacking of material: The contractor is not to stack any of his material recklessly so as to endanger the safety of the building and cause any nuisance to the occupants and the public.

- 20 Extra charges: It must be clearly understood that all the conditions of contracts are intended to be strictly enforced and that no extra charges in respect of extra work will be allowed unless they are clearly outside the spirit and meaning of the condition and unless such work shall have been ordered in writing.
- 21 Protection of material and work: The contractor shall be responsible for storing and watching his own material and protecting the work at his own cost. The contractor and his worker will be allowed to use lift after office hours. However, no paint drums or heavy bag of cement / paint will be allowed to be taken into the lift. Any damage / spoiling of lift / floor / dado caused during such act will have to be made good by the contractor at his own expenditure.
- 22 Water supply: The contractor shall make his own arrangement for water required for the work. In case the water is available and supplied by the Bank, the charges for the same shall be recovered at the rate of 1% of value of the work executed. In case water supplied by the Bank, the contractor shall make his own arrangement for the storage, pipeline from point of tap to the required location.
- 23 Electric supply: Electricity will be supplied by the Bank, the contractor shall make his own arrangement for providing points, wires lines, extension board wherever it is required in the premises, in and out.
- 24 Approval of samples: The contractor shall furnish well in time before work commence at his own cost, colour samples, samples of material or workmanship that may be called by Bank's Architect / Engineer for approval. Rates quoted shall cover for such preliminary work.
- 25 Workmanship: The work-involved calls for a high standard of workmanship combined with speed. All the glass panes, door handles / hinges, electric fitting, fans, furniture records, floors etc. are to be thoroughly cleaned after work is completed. Any damage to the flooring, tiles, dado, paneling or any other part of the building, etc. Shall be made good at the cost of the contractor to the entire satisfaction of the Bank. Contractor shall make all arrangements for shifting of furniture / records and keeping the same in its original position after he finishes the work on daily basis. The contractor at his own cost shall provide brown paper, polythene, tarpaulin etc. for protecting furniture / fixtures, paneling, electrical, fittings, records, etc.
- 26 Interpretation of documents / drawing: Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design drawings and instructions herein before mentioned and as to the quality of workmanship or materials used for the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the competent authority of the Bank whose decision shall be final and binding on the contractor.
- 27 Use of scaffolding: The contractor shall allow the use of scaffolding erected by them to any other agency employed by the Bank during the contract period without any payment.
- 28 Provisional Item: If ordered by the Bank, contractor shall be required to carry out provisional items at the same conditions and rates as applicable for this contract.
- 29 Measurements of all concealed items: Measurements of all concealed items of work and extra item if any, shall be got recorded by the Bank's Architect /

Engineer before they are checked up.

- 30 Measurements: All measurement tapes shall be of steel and all scaffolding and ladders that may be required for taking measurements shall be supplied by the contractor.
- 31 Cleaning during the work: The rates quoted shall include cleaning of ceiling roses, electric switches, boards, window panes etc. after the repairing leaving the site neat and tidy from time to time.
- 32 Complying I.S. specification: Unless otherwise mentioned in the contract, the latest Indian Standard Code for material specifications, method of work, mode of measurements shall be followed. The payment shall be made on the basis of actual measurement of work done to be submitted along with bill
- 33 Rate to include: The rates quoted by the contractor shall cover for work at any height in the premises for all finished items under this contract. The rate quoted shall be inclusive of all material cost, wastage, labour, loading, profit, taxes if any, scaffolding, transport, supervision, spot light arrangement and any other means to complete the job. Octroi, sales tax, works contract tax or any other taxes present or future to be included in the rates so quoted. If there is a change in the tax structure / duties as per State / Central Govt. order after opening of tender, the Bank shall reimburse difference in tax as per actual.
- 34 Price Fluctuation: The rates quoted by the contractor shall be firm throughout the currency of contract (including extension of time if any granted) and will not be subject to any fluctuation due to variation in the cost of material or labour.
- 35 The successful tenderer if called upon to do so, shall obtain a letter from the approved trade manufacturer whose product is used, if found necessary by the Bank confirming that the manufacturer shall provide all the technical assistance and supervision during the execution of the work at all such places as directed and the contractor shall bear the expenses, if any, for such supervision and technical assistance supplied by the trade manufacturer.
- 36 Testing of materials: If at any point of time during the work, if Bank authorities desire to carry out the tests of certain materials, the contractor shall arrange for the same and submit the test report without any extra cost to the Bank.
- 37 The contractor shall note that they should bring to the notice of the Architect / Engineer any breakage in glass window before starting work. However, if any glass window is found to be broken during the repairing work, the contractor at his own cost shall replace the same.
- 38 Conditional tenders: Conditional tenders are liable to be rejected.
- 39 Rates of non-tendered items: The successful tenderer is bound to carry out any item of work necessary for the completion of the job even though such items are not included in schedule of quantities.
- 40 Abandonment of work: If in any case the work required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period.
- 41 The Bank reserves the right to accept / reject the lower or any or all tenders in part or in whole without assigning a reason therefore.
- 42 Decision of the Bank shall be final and binding on any matter connected with the work. The matter of any dispute shall be decided after mutual discussions based on

the terms and conditions of this contract. However, if the matter can not be resolved then the same shall be referred to the respected, qualified person in the field agreed to both the parties and his opinion shall be binding on both the parties. However, this is precourse to any legal action in this regard.

- 43 Incomplete quotation: Incomplete quotations shall be summarily rejected
- 44 Payments: the Bank from time to time under interim payment shall pay the contractor on account of works executed and when the value of work equal to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this contract.
- 45 When the work has been virtually completed and Bank's Architects / Engineer has certified in writing that the work has been completed on the basis of detailed measurements and has made a final scrutiny and that there is no dispute items, rates, ad quantities, the contractor shall be entitled to the payment of the final bill in accordance with the final certificate which will be honored within the period specified in the Appendix as period of honouring final certificate.
- 46 The contractor shall be paid by the Bank within the period named in Appendix (period of honouring certificate) after such certificate has been delivered to the employer by the Bank's Architect / Engineer. Bank's Architect / Engineer has power to withhold any certificate in the work or any part thereof are not carried out to his satisfaction or the contractor fails to show the desired progress or fails to follow the instructions given or in case of breach of this contract.
- 47 For water proofing works on traces, bathroom, WC, Chajja, work has to be executed through the agency specialized in waterproofing. Contractor will have to submit a guarantee of 10 years on stamp papers as per the format toe be prescribed by the Bank.
- 48 Earnest Money Deposit of successful tenderer shall be treated as security deposit. The contractor should pay this amount to the Bank by DD or PO at the time of submission of tender. The Bank shall retain this amount till the work is virtually completed and all amounts relating thereto settled. Second part of security deposit shall be built through the retentions from interim and final bills of the contractor and the amount of retention shall be as stated in the Appendix.
- 49 When the certificate of the virtual completion is issued to the contractor the security deposit in the form of EMD and 50% of retention money shall be refunded, provided that the contractor has fulfilled all the conditions of contract and further provided that the employer has no claim for forfeiture of part or whole of the said deposit. The balance 50% of the retention money built up through retention from interim and final bills will be returned to the contractor after the expiry of defect liability period, subject to deductions for any appropriations thereof required to be made by the Bank as per conditions of the contract. The contractor should note that no interest will be allowed on his security deposit.
- 50 The contractor is requested to sign each page of the quotation and put rubber stamp, seal below his signature and seal the quotation in an envelope.
- 51 Liquidated damages: If the contractor fails to maintain the required progress or to complete the work and clear the site or before the contract or extended date period of completion, he shall without prejudice to any other right, pay as agreed compensation amount of 10% of contract amount per week of delay subject to maximum of 1% of contract amount as liquidated damages.
- 52 Records & measurements: Measurements shall be taken jointly by Bank's Architect / Engineer and contractor and shall without extra charges provide assistance with

appliance, labour and other things necessary for the work and measurements will be signed and dated by both the parties on completion of measurements.

- 53 Safety measures: The contractor at his own cost shall provide tarpaulins on the external side of the building at the time of breaking plaster etc. to safeguard adjacent property, Bank's property, employees, traffic, etc. The contractor shall follow all the safety measures while carrying out the work. Employer that is Bank shall not be liable for any compensation due to accident, any mishap or negligence.
- 54 If there is delay in commencement of work for any reason, the employer that is Bank shall not be liable for any compensation.
- 55 If at any point of time during the progress, it is observed that the contractor is not progressing the work with due diligence, care and lagging much behind the schedule or fails to gear up the work despite instructions from Bank's Architects, the employer (Bank) reserves the right to terminate the contract with 7 days notice. In such case, the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages. In case of such termination the security deposit held by the Bank will be forfeited
- 56 Although the number of coats of paints / polishing / white washing are specified the contractor will have to additional coats if the surface is not to the satisfaction of the Bank's Architect / Engineer and there shall be no extra payment on account of such coats
- 57 First Aid: The contractor shall be responsible for all first aid and he shall keep the site fully equipped to meet such emergency.
- 58 Supervision: The contractor is required to have on site during all working hours a competent supervisor (acceptable to Bank) who will be responsible for the conduct of worker and who has authority to receive and act on such instructions issued by the Architect / Engineer of Bank.
- 59 All work shall be carried out in a workman-like manner to the entire satisfaction of the Architect / Engineers.
- 60 Contractor shall follow all rules / regulations in force and should possess the license for employing labour and also follow all safety measures, labour bye law and shall be responsible for any lapse.
- 61 Transfer of Tender Documents: Transfer of tender documents purchased by one intending tenderer to another is not permissible.
- 62 Safety: The contractor shall carry out the entire work in a workman like manner having full regard for the safety of the men working at site. All safe practices shall be strictly adhered to by the workmen of the contractor like wearing helmets, safety belts when working at heights, gloves when handling sharp objects and reinforcement, eye shields during welding, safety shoes, etc. The contractor shall protect sides of openings in floor slabs, edges of slabs, stairs, stairwells etc. with barricades, warning signs / lights and educate all his workmen regarding following safe working practices. He shall provide first aid boxes at site.

In spite of following safe methods, in case of any unfortunate accident, the contractor shall indemnify the employer against any expenses or claims towards treatment or compensation.

- 63 A Daily Diary Register: A daily diary register (with cement and steel stock statement) will be kept in the Engineer's Office or the site office. The contractor or his representative will furnish every day at 9.00 hrs. Details of work for the day proceeding and the diary will be written up every day and jointly signed by the Engineer and the Contractor or their representatives in token of its correctness.
- 64 Nuisance: The contractor shall not any time do cause or permit anyone to do or cause any nuisance on the site or do anything which shall cause unnecessary disturbance of inconvenience to the Employer or to the owners, tenants or occupiers of other properties near the site and to the public generally.
- 65 Rights, remedies and powers:
- l) Termination of contract due to contractor's default. If the contractor:
- a. Abandon the contract.
 - b. At any time defaults in proceedings with the works with due diligence and continues to do so after a notice in writing of seven days from the Engineer or Project Architect or Employer, or
 - c. Commits default in complying with any of the terms and conditions of the contract and does not remedy it within 7 days after a notice in writing is given to him in that behalf of the Engineer or Project Architect or Employer.
 - d. Persistently disregards the instructions of the Engineer, Project Architect or contravenes any provision of the contract, or
 - e. Fails to remove materials from the site or to pull down and replace work after receiving from the Engineer, Project Architect notice to the effect that the said materials or works have been rejected.
 - f. Fails to complete the works or items of work on or before the stipulated date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer, or Project Architect of Employer, or
 - g. Offer or gives or agrees to give to any person in the Employer's service or to any other person on this behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do so for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Employer, or
 - g. Shall enter into a contract with the Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Employer / Engineer, or
 - i. Shall obtain a contract with the Employer as a result of ring tendering or other non-bonafide methods of competitive tendency, or
 - j. Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being

in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or support so to do, or any application be made under any Insolvency Act for the time being in force for the sequestration of his estates or if a trust deed be executed by him for benefit of his creditors, or

- k. Being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager, or
- l. Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or
- m. Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works, or any portion thereof without the prior written approval of the employer.

The Bank may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter as the Employer by written notice determine the contract either as a whole or in part.

- II) Upon such determination of the contract in whole or in part, the security deposit with the Employer in respect of the contract shall stand forfeited to the Employer without in any way effecting the rights of the Employer.
- III) Rights of the employer after determination of the contract due to contractor's default.

The Engineer shall on such determination have powers to:

- a. Take possession of the site and any materials equipment, plant, implements stores etc. thereon, and / or
 - b. Carry out the incomplete work by any means at the risk and cost of the contractor.
- IV) On determination of the contract in full or in part, the Engineer shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the contractor for the value of the work executed by him upto the time of cancellation or the value of contractor's materials to be present so as to record the measurements in his presence. If the contractor fails to be present in response to the notice, the recording of measurements shall be preceded with ex-parte and the measurements as recorded shall be binding the contractor.
 - V) The Bank shall have the right to use contractor's plant, machinery and materials on the balance work but shall not in any way be responsible for any damage or loss of the same and the contractor shall not be entitled to any compensation thereof.



SUBJECT: SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SPECIALISED KITCHEN EQUIPMENTS AND ASSOCIATED WORKS AT STAFF CANTEEN, 2nd FLOOR OF CENTRAL OFFICE, 239, NARIMAN POINT MUMBAI.

NIT FOR ELIGIBLE SPECIALISED KITCHEN EQUIPMENTS MANUFACTURES FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SPECIALISED KITCHEN EQUIPMENTS

PART-II

TENDER SPECIFICATION AND BILL OF QUANTITIES

PRICE BID

Date of issue of Tender	: From 21.10.2022 to 14.11.2022 During office hours.
Last date for submission of tender	: 14.11.2022 upto 3.00 pm.

<u>Owner:</u> Union Bank of India, Central Office, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-400021. Tel: 022-22892587,89.	<u>Consultant:</u> M/s Design Ideas, Architects. 1, Girja Bhavan, 163/B, Dr Ambedkar Rd, Dadar East, Mumbai-400014 Tel: 24118778/ 24121713. Mobile: 9821004421. Email: ideas.design@yahoo.com
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CONTENTS

INDEX	PAGE NO
INSTRUCTION	2
SUMMARY	3
BILL OF QUANTITIES	4 - 6
DRAWINGS	7 - 8

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.

ABSTRACT OF COST

SUBJECT: SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SPECIALISED KITCHEN EQUIPMENTS AND ASSOCIATED WORKS AT STAFF CANTEEN, 2nd FLOOR OF CENTRAL OFFICE, 239, NARIMAN POINT MUMBAI.

Details of tender amount quoted by the contractor:

Sr.No	Particulars of works	Amount
1	SITC of specialized Kitchen Equipments	Rs.
	GST amount	Rs.
	Total Amount with GST	Rs.

(Total Quoted Amount in Words)= _____

Rate inclusive of all Material charges, Transportation, Local levies as applicable, Loading, Unloading, Lifting- Shifting, Erection, Testing , Commissioning, Scaffolding, GST, any additional/ special duties, excise, custom duty etc. as applicable.

Signature of Contractor with Seal

SCHEDULE OF QUANTITIES

SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF SPECIALISED KITCHEN EQUIPMENTS AND ASSOCIATED WORKS AT STAFF CANTEEN ,2nd FLOOR OF CENTRAL OFFICE, 239, NARIMAN POINT MUMBAI.

BILL OF QUANTITIES

SR. NO	DESCRIPTION	QTY.	UNIT	RATE (Rs.)	AMOUNT (Rs.)
1	SS 304 grade Bain Marie Counter with Food Counter Tray & sneeze guard, 27" width, 34" height, power source Electric/ LPG, Pan size about 12"x10" each.	42.64	Rft		
2	SS grade 304 6 door vertical Refrigerator of capacity 1200 litres, size 5' x 6'6" x 2', with Emerson Kirloskar Compressor, Refrigerator 0-5 degrees, Deep Freezer -18 to -22 degrees.	2	Nos.		
3	Same as above but for SS grade 304, 4 door vertical Refrigerator 1000 litres.	1	No.		
4	Tilting Wet Grinder 20 litres/ 2 HP, SS grade 304, 1350 RPM.	1	No.		
5	SS grade 304 work platform 800 mm wide, 800 mm high in 18 gauge top, shelf & stiffeners as per approved design.	30	Rft		
6	SS Pot Rack,4 level 500 mm deep, 1650 mm high, in SS grade 304, shelves in 25 mm dia pipes & 38 mm dia pipes uprights, as per design & drawings.	12	Rft		
7	SS grade 304 Sink 700 x 700 mm x 200 mm deep & 2mm thick, with all fittings & fixtures like strainer, waste pipe, etc.	5	Nos		
8	SS 304 grade 3 Burner Commercial Gas Stove Range of size 1800 x 610 x 760 mm.	5	Nos		

SR. NO	DESCRIPTION	QTY.	UNIT	RATE (Rs.)	AMOUNT (Rs.)
9	SS 304 grade Dosa Plate 900 mm x 600 mm 70000 BTU/ hr capacity, 12 mm thick plate, 18 gauge front & side panel, oil tray & container, 38 x 38 mm Ss square legs, RV type Gas burner.	1	No.		
10	SS 304 grade commercial 36 pieces, 6 trays Idli Maker, 2 HP / 220 V, single phase, 23" x 24" x 40"	1	No.		
11	Same as above but for Dhokla Steamer 9 KW, 220 V, 6 tray.	1	No.		
12	SS 304 grade 2 knob Chapati Puffer 900 mm x 400 mm, 1000/ hr capacity,	2	Nos		
13	SS 304 grade table top electric Deep Fat Fryer 6 + 6 litres	2	Nos		
14	SS 304 grade Plate Stacker, 3 racks, 6' x 6' x 12"	2	Nos		
15	SS grade 304 12 blocks, 3 rack masala trolley 500 x 700 x 800 mm, loading capacity 50 kg max.	2	Nos		
16	SS grade 304, 3 rack Kitchen trolley 500 x 700 x 800 mm 50 kg load carrying capacity.	4	Nos		
17	SS 304 grade 2200 CFM kitchen Exhaust System including Hood, Exhaust, Ducting, etc. complete including all fittings & fixtures.	3	Nos		
18	SS 304 grade floor drain system including the cost of SS Floor grating 6" wide made out of SS tubes of size 20 x 20 mm placed at 25 mm spacing placed on floor trench & grease traps.	75	Rft		
19	2 HP SS grade 304 automatic pulveriser machine Electric Motor: Single phase, 2 HP(100% Copper Winding), 2800 RPM. Hopper size: 7Kg, Output: 14 To 16 kg/hour(Approx).	1	No.		

SR. NO	DESCRIPTION	QTY.	UNIT	RATE (Rs.)	AMOUNT (Rs.)
20	Same as above but for 3 HP motor & 20 to 25 Kg/ hour output.	1	No.		
21	Dough Kneader 25 Kg model, 1.5 HP motor, in SS grade 304.	1	No.		
22	Potato peeler SS grade 304, 10 kg batch, 2 KW single phase power requirements, 1 HP heavy duty motor.	1	No.		
	TOTAL				
	GST @18%				
	GRAND TOTAL				

TOTAL IN WORDS :
Note:
<ol style="list-style-type: none"> 1) Rate inclusive of all Material charges, Transportation, Local levies as applicable, Loading, Unloading, Lifting- Shifting, Erection, Testing , Commissioning, Scaffolding, VAT, Sales tax, GST any additional/ special duties, excise, custom duty etc. as applicable.. 2) Rate for repairing works and replacement of parts shall include cost of the material, labour charges, wastage, transportation, loading/unloading etc. 3) Quality of Stainless steel shall inform to IS 304.

S/I/T/C = Supply, Installation, Testing & Commissioning

Contractor Name :

Address

(Signature of the Contractor with Seal)

AY
DOM

L. TRILLI

ROOM

STORE ROOM

KITCHEN

WORK TABLE

FIRE EXTINGUISHER

23618

8496

SERVING PLATFORM

WORKING DRAWINGS

NO.	DESCRIPTION	DATE	DRAWN BY
REVISIONS			

DATE	DRG. NO.	REV. NO.	NO. OF PRINTS
DISTRIBUTION OF PRINTS			

General Notes

- LEGEND FOR KITCHEN EQUIPMENT
- ① TAILOR MADE BEN MARIE COUNTER
 - ② CHILLER PLANT
 - ③ WET GRINDER
 - ④ WORK PLATFORM
 - ⑤ POT RACK
 - ⑥ SINK
 - ⑦ WORK PLATFORM
 - ⑧ INDIAN RANGE
 - ⑨ DOSA PLATE
 - ⑩ IDLI MAKER
 - ⑪ CHAPATTI PUFFER
 - ⑫ DEEP FAT FRIER
 - ⑬ VESSEL WASH
 - ⑭ PLATE STACKING

NOTE:-

DATE	06-09-2022
SCALE	1:100
DRAWN	CK
CHECK	PP
APPROVED	PP
SHEET SIZE	A2- 594 mm x 420 mm

CLIENT: UNION BANK

PROJECT: INTERIOR RENOVATION OF UNION BANK BHAVAN, NARIMAN POINT, MUMBAI.

DESIGN IDEAS

GURJABHAVAN, FLT NO. 1635E
OFF DR. AMBEGHAR ROAD, OFF PARESE CHIMHANA,
DADAR (EAST), CENTRAL MUMBAI-14
TEL: 24187824/131712

2nd FLOOR PLAN
KITCHEN LAYOUT

DRG. NO.: DI/INT/UBI/2ndFL/FUR/4
R.O.

