



CENTRAL OFFICE ANNEXE, MANGALORE.  
SUPPORT SERVICES DEPARTMENT  
POST BOX NO. 88,  
MANGALADEVI TEMPLE ROAD, PANDESHWAR  
MANGALORE - 575001

**NOTICE INVITING TENDERS**

**PROPOSED CONSTRUCTION OF TOILET BLOCK FOR  
STAFF TRAINING CENTRE MANGALORE ON THE  
LOWER GROUND FLOOR OF MAIN BUILDING, CO ANNEXE, MANGALORE.**

Union Bank of India invites Item Rate Tenders from Civil Contractors empanelled with the Union bank of India under CO Annexe, Mangalore for the subject work.

The complete set of the application format cum tender document can be collected from Support Services Department, CO Annexe-Mangalore, Post Box No. 88, Mangaladevi Temple Road, Pandeshwar, Mangalore - 575001 during office hours or can be downloaded from bank's website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in) and govt. tender portal [www.eprocure.gov.in](http://www.eprocure.gov.in) during the period from 30.03.2022 to 07.04.2022.

Cost of tender	: --
Project estimate	: Rs. 6.00 lakhs plus taxes
Earnest money deposit	: Rs. 12,000/-
Date of issue of Tender	: 30.03.2022 during office hours.
Last date of issue of tender	: 07.04.2022 upto 3.00 pm.
Last date of submission of tender	: 07.04.2022 upto 3.00 pm.
Date of opening of tender	: 07.04.2022 at 3.30 pm.

EMD shall be in the form of Bank Demand Draft in favor of "Union Bank of India" payable at Mangalore. Upon filling, tenders are to be submitted to CHIEF MANAGER, SSD, CO ANNEXE-MANGALORE, POST BOX NO. 88, MANGALADEVI TEMPLE ROAD, PANDESHWAR, MANGALORE - 575001 as per the above schedule. After expiry of due date & time, the tenders will not be accepted. For further information please contact Tel. No. 0824 2861397/786.

**CHIEF MANAGER**



CENTRAL OFFICE ANNEXE, MANGALORE.  
SUPPORT SERVICES DEPARTMENT  
POST BOX NO. 88,  
MANGALADEVI TEMPLE ROAD, PANDESHWAR  
MANGALORE - 575001

## **TENDER**

### **PROPOSED CONSTRUCTION OF TOILET BLOCK FOR STAFF TRAINING CENTRE MANGALORE ON THE LOWER GROUND FLOOR OF MAIN BUILDING, CO ANNEXE, MANGALORE.**

ISSUE OF TENDERS FROM : 30.03.2022 TO 07.04.2022 UPTO 15.00 HOURS.

LAST DATE OF SUBMISSION : 07.04.2022 UPTO 15.00 HOURS.

TENDER OPENING DATE : 07.04.2022 TIME 15.30 HOURS

(TENDERS WILL BE OPENED IN PRESENCE OF TENDERERS WHO WISH TO BE PRESENT)

PLACE OF SUBMISSION : CHIEF MANAGER,  
SUPPORT SERVICE DEPARTMENT,  
CO ANNEXE, MANGALORE,  
POST BOX NO. 88,  
MANGALADEVI TEMPLE ROAD, PANDESHWAR,  
MANGALORE - 575001

(Signature of the Contractor with Seal)



CENTRAL OFFICE ANNEXE, MANGALORE.  
SUPPORT SERVICES DEPARTMENT  
POST BOX NO. 88,  
MANGALADEVI TEMPLE ROAD, PANDESHWAR  
MANGALORE - 575001

### TENDER

#### PROPOSED CONSTRUCTION OF TOILET BLOCK FOR STAFF TRAINING CENTRE MANGALORE ON THE LOWER GROUND FLOOR OF MAIN BUILDING, CO ANNEXE, MANGALORE.

Sealed item rate tenders are invited by M/s. Union Bank of India, Support Services Department, CO Annexe-Mangalore, Post Box No. 88, Mangaladevi Temple Road, Pandeshwar, Mangalore - 575001 for **PROPOSED CONSTRUCTION OF TOILET BLOCK FOR STAFF TRAINING CENTRE MANGALORE ON THE LOWER GROUND FLOOR OF MAIN BUILDING, CO ANNEXE, MANGALORE.**

1. The Estimated cost of the work is Rs. 6.00 lakh plus taxes.
2. The work to be completed within 30 days from the 3<sup>rd</sup> day of the date of acceptance of work order by contractor or handing over the site whichever is later.
3. The tenderers are required to complete form of tender, price bid 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:

Chief Manager  
Support Services Department,  
CO Annexe-Mangalore,  
Post Box No. 88,  
Mangaladevi Temple Road,  
Pandeshwar, Mangalore - 575001.

4. Tenders will be received upto 15.00 hours on 07.04.2022
5. No tender will be received after the expiry of the time notified for receiving tenders under any circumstances whatsoever.
6. The tender from Civil Contractors empaneled with CO Annexe-Mangalore only, will be opened at 15.30 hours on **07.04.2022** at above address in the presence of authorized representative of contracting agency.
7. Tender shall remain valid for acceptance for a period of 120 days from the notified last date of tender submission.
8. The Bank reserves the right to reject any or all tender received without assignment of any reasons thereof.

(Signature of the Contractor with Seal)

9. The tender rate against each item of work/ price indicated in the schedule of quantities and rates/ prices should be indicated both in words and figures. In case of any discrepancy, the rates indicated in words would prevail.
10. 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.
11. EMD in the form of Demand Draft in favour of "Union Bank of India" shall be submitted with the tender. The successful bidder has to submit 3% of total contract value as Security deposit as Performance Bank Guarantee from nationalized bank only in favor of Union Bank of India payable at Mangalore. The same will be refunded back to the contractor after the defect liability period of one year.
12. Security money deposit of the successful contractor who fails to carry out the job after issue of work order by the bank shall be forfeited.
13. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
14. This tender notice shall form part of the contract documents.
15. Notwithstanding the above condition, bank shall have the right to reject any bid without assigning any reason thereof.
16. **SCOPE OF WORK:** The scope of work consists of providing & laying RCC concrete, Block masonry/Brick Masonry, plastering, painting and flooring etc. including coordination with furnishing, electrical & AC contractors. It also includes all materials, labour, tools and equipment and management necessary for and incidental to the civil work and completion of the work. All work, during its progress and upon completion shall conform to the lines, elevations and grades as shown by the Bank / architects. Should any detail essential for efficient completion of the work be omitted from the specifications it shall be the responsibility of the contractor to inform the Bank / Consultant and to furnish and install such detail with Bank's / Consultant's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use. The detailed scope of work is mentioned in Price bid BOQ page no 40-43.

(Signature of the Contractor with Seal)

**DISCLAIMER**

Union Bank of India (the Bank), Support Services Department, CO Annexe-Mangalore, has prepared this tender document. The information is provided to prospective tenderer, who intends to participate in tendering for Proposed construction of toilet block for Staff Training Centre Mangalore on the Lower Ground Floor of Main Building, CO Annexe, Mangalore 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 is only invitation by the Bank to the interested parties for submission of bids. 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.

No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

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.

**(Signature of the Contractor with Seal)**

## GENERAL CONDITIONS OF CONTRACT

**Subject: Proposed construction of toilet block for Staff Training Centre Mangalore  
on the Lower Ground Floor of Main Building, CO Annexe, Mangalore**

### 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 shall be recovered from the contractor.
- 9 ***Commencement of work:*** The work must be started within 3<sup>rd</sup> day upon accepting the work order and the programme for carrying out the various jobs shall be drawn

**(Signature of the Contractor with Seal)**

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 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 12 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

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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 take off 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. The edges of granite shall have sharp finish and in a straight line and joint between the granite shall be perfect and high standard. The nosing shall have perfect round and grooves shall be in a straight line and unbroken.
- 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.

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- 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, windowpanes 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, spotlight arrangement and any other means to complete the job. 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 shall 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.

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- 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 cannot 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 pre-course 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 honoring final certificate.
- 46 The contractor shall be paid by the Bank within the period named in Appendix (period of honoring 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 to be prescribed by the Bank.
- 48 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.
- 49 ***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 0.5% of contract amount per week of delay subject to maximum of 7.5% of contract amount as liquidated damages.
- 50 ***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.
- 51 ***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.
- 52 If there is delay in commencement of work for any reason, the employer that is Bank shall not be liable for any compensation.

(Signature of the Contractor with Seal)

- 53 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.
- 54 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.
- 55 **First Aid:** The contractor shall be responsible for all first aid and he shall keep the site fully equipped to meet such emergency.
- 56 **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.
- 57 All work shall be carried out in a workman-like manner to the entire satisfaction of the Architect / Engineers.
- 58 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.
- 59 **Transfer of Tender Documents:** Transfer of tender documents purchased by one intending tenderer to another is not permissible.
- 60 **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.
- 61 **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.
- 62 **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.

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63 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
- h. 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

**(Signature of the Contractor with Seal)**

- 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 affecting 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 on 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.

**(Signature of the Contractor with Seal)**

# TENDER FORM

To,  
Chief Manager  
Support Services Department,  
CO Annexe-Mangalore,  
Post Box No. 88,  
Mangaladevi Temple Road,  
Pandeshwar, Mangalore - 575001.

**NIT FOR PROPOSED CONSTRUCTION OF TOILET BLOCK FOR STAFF TRAINING CENTRE  
MANGALORE ON THE LOWER GROUND FLOOR OF MAIN BUILDING, CO ANNEXE,  
MANGALORE**

Sir,

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

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

1. We are well aware and familiar with CPWD manuals, Schedule of Rates 2018 or latest version of the same and their specifications, CPWD Specification, relevant IS codes, BIS publication and National Building codes 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.

- 2. We agree that any other terms or conditions of contract or any general reservation which may be printed on any correspondence emanating from us in connection with this tender or with any contract resulting from this tender shall not be applicable to this tender or to the contract.
- 3. We have obeyed the rules about confidentiality of tenders and will continue to do so as long as they apply.
- 4. We are enclosing along with our tender Bid Security Declaration Form.
- 5. 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.

**(Signature of the Contractor with Seal)**

6. We undertake to complete and deliver the whole of the works within a period i.e. 2 months as specified in the contract and further confirm that the time allowed for completion is adequate. Time allowed for completion of entire job or part job assigned shall be reckoned from the 3<sup>rd</sup> day of the date of acceptance of work order or handing over the site whichever is later. We shall be under the obligation to pay the sum as stated in the contract for every day that the works shall remain incomplete, damages as compensation subject to the conditions of contract relating to extension of time.
7. We hereby agree that unless & until a formal agreement is prepared & executed in accordance with the Articles of agreement, this tender together with your acceptance thereof, shall constitute a binding contract between us.
8. Validity of the tender is 120 days from the date of opening of tender or it may be beyond 120 days if mutually accepted.
9. The bank is at liberty to accept or reject any tender, without assigning any reasons whatsoever.
10. The work may be split up in the first instance as per exigencies of the bank. But it may be split up in more parts or parts combined if so desired by the Bank without assigning any reasons whatsoever. We will not have any claim either for loss of profit or revision in rates.
11. We will ensure adherence to the work schedule/BAR CHART as the project is to be executed in a very strict time frame.
12. We are aware that the quantities of work indicated in the bill of quantities are approximate, may vary to any extent, even it may be omitted, we will not have any claim of any kind against the bank.

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

Address .....  
Telex No.  
Fax No.

Telephone No.....

Date:

**(Signature of the Contractor with Seal)**

**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, against any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of the contractor, his subcontractors or his employees and agents etc., as per the appropriate Indemnity Bond attached.

It will also be covered by labour laws of the Govt. of Karnataka & Central Govt.

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

(Signature of the Contractor with Seal)



## **INDEMNITY BOND**

(On Non-Judicial Stamp Paper of Rs. 200/-)

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

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

THIS DEED WITNESS AS FOLLOWS:

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

1. Any third party claims, civil or criminal complaints/liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising directly/indirectly out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us.

2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or my sub contractor's if any, servants or agents.

3. Any claim by an employee of mine/ours or of sub-contractors if any, under the Workmen's Compensation Act and Owners Liability Act, 1939 Contract Labours Act, Minimum Wages ESI Act 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 \_\_\_\_\_ 2021.

SIGNED AND DELIVERED BY THE \_\_\_\_\_ NAME AND ADDRESS

AFORESAID \_\_\_\_\_ (Contractor)

IN THE PRESENCE OF WITNESSES:

1.

2.

(Signature of the Contractor with Seal)

## PERFORMANCE BANK GUARANTEE FORMAT

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

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

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Performance Bank Guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. This Performance Bank Guarantee shall be valid for an initial period of \_\_\_\_\_ months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning/ Erection/Completion certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the above-mentioned certificate 69 of commissioning / erection / completion certificate, the Performance Bank Guarantee shall become null and void.

3. This Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or

(Signature of the Contractor with Seal)

omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

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

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so. Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 22 (Indicate the name of the Bank with stamp)

**(Signature of the Contractor with Seal)**

## **ARTICLES OF AGREEMENT**

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

**ARTICLES OF AGREEMENT** made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and twenty-Two.

### **BETWEEN**

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

### **AND**

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

### **WHEREAS**

- i. The Bank is desirous of \_\_\_\_\_ (Works) on its \_\_\_\_\_ at \_\_\_\_\_.
- ii. The Bank has caused the drawings and bills of quantities showing and describing the Works to be done to be prepared by or under the direction of the Consultants / Architect;
- iii. The Bank had invited tenders for \_\_\_\_\_ work in accordance with the general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings, as prepared by the CIVIL Consultants/ Architect and furnished to the Contractor.
- iv. Having examined the general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings as prepared by the 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.
- v. The tender submitted by the Contractor was, after negotiations, modified/alterd upon the Contractor agreeing to revise the rates of certain items and further offering a rebate for execution and completion of the Project thereby reducing the tender amount to Rs. \_\_\_\_\_ as confirmed by its letters dated \_\_\_\_\_.
- vi. Towards the implementation of the Project, the Contractor has supplied the Bank with a fully priced copy of the said bills of quantities (which copy is hereinafter referred to as "the Contract Bills") and the drawings attached with the tender documents (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.

(Signature of the Contractor with Seal)

- vii. The Contractor has already agreed with the Bank to implement and execute the Project in full on the basis of the contract documents as hereinafter defined on the terms and conditions therein contained.
- viii. The parties are now executing this Agreement setting out the basic terms of the agreement between them for smooth implementation and execution of the Project without any unnecessary difference or dispute.

**NOW IT IS HEREBY AGREED as follows:**

1. The Contract Document is comprising of
  - I. Tender document including pre-bid.
  - II. Subsequent letters issued by the Bank vide \_\_\_\_\_
  - III. Clarifications submitted by the contractor vide letter dt. \_\_\_\_\_.
  - IV. Minutes of Meeting held on \_\_\_\_\_
  - V. Work Order issued by the Bank vide letter \_\_\_\_\_
  - VI. Acceptance letter \_\_\_\_\_ from the contractor
  - VII. This Agreement
  - VIII. Purchase Order issued dated \_\_\_\_\_
  - IX. RFP
  - X. Commercial Bid
- 1.a If there is any ambiguity between any clause in this Agreement and any clause in any of the Appendices/Annexure, etc., or any ambiguity among the Appendices, Annexure, etc., the order of priority of documents in resolving such ambiguity shall be as mentioned above.
- 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. All time limits stated in the Contract Document are of the essence of the contract where the work has to be completed within 2 months failing which liquidated damages will be recovered @ 0.5% of contract amount for per week of delay subject to maximum recovery of 7.5% of the contract amount.
2. 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.
3. 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 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.
4. **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  
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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.

## **5. 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.

## **6. 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.

## **7. 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

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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.
- 8.** 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.
- 9. 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

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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

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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

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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

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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

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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

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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 relieve 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

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- ii. shall make an assignment or a composition for the benefit of the greater part, in number of 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,

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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. Termination of the Contract:

- a. The Bank, without prejudice to any other remedy for breach of Contract, if not cured within 30 days of notice of such default/breach by the bidder may terminate this contract in whole or in part, if bidder fails to perform any obligations under the Contract.
- b. In the event of the Bank terminating the Contract in whole or in part due to default by the bidder, the Bank may procure services similar to those undelivered, upon such terms and in such manner, as it deems appropriate, and the bidder shall be liable to the Bank for any excess costs of such similar services.
- c. The bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by bank on the happening of any one or more of the following:
  - The selected bidder commits a breach of any of the terms and conditions of the contract documents
  - The successful bidder goes into liquidation voluntarily or otherwise.

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- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- d. The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by the another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- e. Non-satisfactory performance of the selected bidder during implementation and operation and noncompliance of RBI guidelines to the extent it relates to the scope of work.
- f. Selected bidder, its employees, sub-contractors are found to be indulging in frauds or act negligently causing financial loss to bank.
- g. The bank suffers a reputational loss on account of any activity of successful bidder penalty is levied by regulatory authority.

### **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 .

### **ARBITRATION**

- 40.1 Wherever, while interpreting any of the documents forming part of the Contract, the Bank's Chief Manager, SSD at CO Annexe-Mangalore/ Asst. General Manager/ Dy. General Manager, SSD at Central Office, Mumbai 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.
- 40.2 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 three 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.
- 40.3 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.

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- 40.4 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.
- 40.5 The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- 40.6 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 Mangalore only.
- 40.7 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.
- 40.8 The award of the Arbitrator shall be final and binding on both the parties.
- 40.9 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.
- 40.10 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.

**AS WITNESS** the hands of the said Parties.

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.

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## APPENDIX TO THE CONTRACT DOCUMENTS

**SUBJECT: PROPOSED CIVIL WORKS FOR ESTABLISHING STAFF TRAINING CENTRE AT  
THE LOWER GROUND FLOOR OF MAIN BUILDING, CO ANNEXE, MANGALORE**

- |  |   |  |
|--|---|--|
| 1. Defect liability period   | : | 12 Months from the date of completion of work.   |
| 2. Date of commencement  | : | 3 <sup>rd</sup> day 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  | : | 0.5% of contract amount per Week of delay subject to maximum of 7.5% of contract amount.                           |
| 5. Value of work for interim certificate                                       | : | Running/ Interim payments Not Applicable   |
| 6. Retention money   | : | Nil.   |
| 7. Earnest Money   | : | Rs. 12,000/-   |
| 8. Initial security deposit including earnest money deposit already submitted. | : | 3% of the contract value.  |
| 9. Total Security deposit  | : | 3% of contract value.  |

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## **APPROVED LIST OF MATERIAL**

<b>Description of material</b>	<b>Make of material</b>
Plywood	Anchor / Archid / Century / Kenwood / Samrat / Green Mayur or equivalent (6mm, 9mm, 12mm, 19mm), Durian.
Laminates	Formica / Greenlam / Century / Signature / Heritage / Archid / Newmica / Amulya or equivalent. (1.0 / 1.5mm thick)
Block board	Anchor / Century / Archid / Kenwood / Samrat / Mayur or equivalent.
Soft Board (pin up board)	Jolly board, Western India plywood or equivalent.
Gyp. board	India gypsum or equivalent.
Metal ceiling	Luxelon, Superseal, Trident, Armstrong or equivalent.
Vertical blinds	Vista, Universal or equivalent.
Screws	GKW / Mettle fold or equivalent
Brass hinges	Reliance / Punit heavy duty or equivalent.
Hardware	Shalimar, Everite / Reliance or equivalent (brass powder coated)
Drawer shutter lock	Vijayan / Godrej (3 set of keys) or equivalent.
Ball catch	Magnetic (M-2) / Brass or equivalent.
Door lock / handles	4-C ACME, Golden, Godrej, Ultra or equivalent.
Veneer	Anchor / URO / Durian / Century or equivalent.
Adhesives	Fevicol (SH), Mowicoll, Mahacol, Araldite or equivalent.
Wood preservatives	Woodguard, PCI, Black Japan or equivalent.
Door closure	Yale / Efficient gazets, Everite Hyper or equivalent.
Glass	Modi / Triveni / Hindustan Palington / Asahi / Saint Gobain or equivalent.
Glass tinted	Same as above.
Melamine Polish	Asian paint, MRF, Nerolac or equivalent
	French / Zinc oxide or equivalent
Paint	ICI, Burger, Nerolac, Asian.
AC grill	Air products, Omicron, Patrawala
Vitrified tiles	Marbonite of HR Jhonson, Navin
Ceramic tiles	Jhonson & Jhonson, Kajaria, Nitco, Regency or equivalent
Alu. Door & window sections	Ajit India / Jindal / Indal / Bhansali or equivalent of 25 microns.
Floor springs	Everite / Hemco / Hyper or equivalent
Wood preservative	Asian paint / British paint or equivalent
Cement	L&T / Narmada / ACC / Ambuja / Birla or equivalent of 43 / 53 grade as required.
White cement	Birla cement, JK cement or equivalent.
Sun control film	Garware or equivalent
Stainless steel sink	Nirali / Diamond or equivalent.
Carpet	Hitkari / Modi / Trans Asia or equivalent.
Rubber foam	34 density mm foam
WC seat cover	Commander / Patel / Supreme or equivalent.
Toilet paper holder	Parryware / Hindustan / Nycer or equivalent.
HPL PARTITIONS	GREEN/MARINO/Equivalent

Note: All materials shall confirm to IS / BIS respective numbers.

- Commercial ply shall conform to IS 303 BWR grade. Archid ply Silvi, Century Sainik/ equivalent
- Block Board shall conform to IS 1659.

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**Support Services Department, Central Office Annexe-Mangalore**

Post Box No. 88, Mangaladevi Temple Road, Pandeshwar, Mangalore - 575001.

Telephone: 0824 2861397/ 786

## PRICE BID (COMMERCIAL BID)

Sl. No.	Description	Qty	Unit	Rate	Amount
1	Earthwork in surface excavation in <b>Hard soil</b> for levelling and lowering the ground manually ( other than foundation of buildings, culverts, road drains and trenches of pipe lines and cables ) and removing the excavated stuff to a distance not exceeding 50m and lift upto 1m, excavated surface levelled and neatly dressed, disposed earth to be levelled after breaking of clods and neatly dressed as per specifications.	232	Cft		
2	Filling available excavated earth (excluding rock) in sides of foundations upto plinth in layers not exceeding 20 cms. in depth, compacting each deposited layer by ramming after watering with lead upto 50 m. and lift upto 1 m. including cost of all labour complete as per specifications.	232	Cft		
3	Providing and laying in position plain cement concrete of mix 1:3:6 with OPC cement @ 220 kgs, with 40mm and down size graded granite metal coarse aggregates @ 0.892cum and fine aggregates @ 0.465cum machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation including cost all materials, labour, HOM of machinery, curing complete as per specifications. PCC for footing,	58	Cft		
4	Providing & fixing pre-cast lintel	2	Nos.		
5	Providing and constructing 15"thick Laterite stone masonry in foundation with cement mortar 1:8, including cost of materials, labour, curing complete as per specifications. Including Centering and barbending charges. UCR Masonry	260	Cft		
6	Providing and constructing SOLID CONCRETE BLOCKS for superstructure with approved quality of standard size 16"x8"x6" with 1:6 cement mortar including cost of materials, labour charges, scaffolding, curing complete as per specifications.	290	Cft		
7	Providing 15mm thick cement plaster in single coat with cement mortar 1:6, to brick masonry including rounding off corners wherever required smooth rendering: Providing and removing scaffolding, including cost of materials, labour, curing complete as per specifications. (inside)	626	sft		
8	Providing rough cement Plastering 15mm thick in single coat with cement mortar 1:4 to Brick Masonry for base of dadoing works with sand of approved quality, providing and removing scaffolding including cost of materials labour curing complete as per specification.	924	sft		
9	<b>Ceramic Tile Flooring for toilet: (300mm x 300 mm)</b>				

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	Providing & fixing Ceramic tile for flooring as per approved make & coloured fixed with tile adhesive cement paste, including providing & laying 12mm thk. plaster bed in C.M. (1:3), fixed with neat cement slurry jointing compound curing etc. complete in all respects as per drawings and directions. (Basic rate Rs. 50/sft)	266	sft		
10	<b>Ceramic Tile for Dado - Toilet area (300 mm x 600 mm)</b>				
	Providing & fixing ceramic dado tiles till 7'-0" ht. as per approved design with apprd make & coloured fixed with tile adhesive cement paste & finished with white cement mixed with pigment to match the shades of tiles complete in all respects (Basic rate Rs. 65/)	924	sft		
11	<b>European type water closet (EWC)including 10lit cistern Tank</b>				
	Supplying & fixing in position wall mounted European Type water closet of approved shade of white colour with CI Brackets and chair and pan connector for vent pipe. 32 mm dia flush valve, open / concealed type complete with vaccum breaker isolation valve assembly. 40 mm CP brass flush pipe with long bend and suitable bushing at inlet. Deluxe solid backlite WC cover & seat with C.P. hinges and rubber buffers (ISI - A Grade) of matching shade. Fixing EWC to wall as directed including all necessary plumbing fittings and fixtures etc complete and ready to use.	4	Nos.		
12	Providing & Fixing urinals with integrated sensor technology	2	Nos.		
13	Wash basin: Supplying and fixing in position porcelain below counter wash basin with bottle trap and all necessary fittings and accessories required to make it operational.	3	Nos.		
14	Jet spray / health faucet: Supplying and fixing in position jet spray / health faucet for ablution for WC in toilets of heavy quality complete with necessary fittings.	4	Nos.		
15	Pillar Cock: Supplying and fixing in position CP Swan Neck Pillar Cock with C.P. wall flange.	3	Nos.		
16	Angle Cock: Supplying and fixing in position CP Angle Cock of with C.P. wall flange.	3	Nos.		
17	Bib Cock (2-way bib cock): Supplying and fixing in position CP Bib Tap with wall flange	4	Nos.		
18	Concealed Stop cock: Supplying and fixing in position concealed stop Cock of with C.P. wall flange.	5	Nos.		
19	Nahani trap with cover: Providing and fixing in position Nahani traps of 4" dia. Size approx. with cover.	4	Nos.		
20	Providing & fixing mirror	3	Nos.		

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21	Plumbing work( Each Toilet): Providing & fixing 1/2" & 1 - 1/2" UPVC distribution pipes as per required sizes in toilet , pantry including chase filling, coat of primer / anti rust paint at all joints, proper pvc Insulation cover for all pipes etc. the cost shall include all accesaories like tees, Union, Elbows, Bends etc required to make the system operational & Complete. Providing & fixing in position PVC pipe of required size of supreme make or equivalent with special fittings, traps, bends, ys, floor & nani traps including chemically sealed joints as required at site fixing necessary connections with existing lines with WC and waste water lines chambers to be constructed where ever necessary and unused lines for WC and waste water lines to be removed.	4	Nos.		
22	<b>Granite Counters for basin and pantry</b>				
	Providing & fixing 19mm thk jet black polished granite on all edges icluding Cutting to fit the wash basin	24	sft		
23	Providing and fixing HPL Water proof Toilet Partitions: Providing and fixing HPL Waterproof partition including all necessary hardware's etc.	166.81	sft		
24	Providing & painting of ceiling/wall using 1 coat of putty after proper rubbing the surface with sand paper, making all the surface even. Finish with 2 coats of primer and 2 or more coates of Royal Plastic Emulsion Paint [approved make as per list of makes].	1058	sft		
25	Providing & painting 2 or more coats of enamel paint of approve1t of oil based primer of approved make and color for existing Grills.	20	sft		
26	Providing & fixing anodized aluminium ventilators as per approved drawing with sliding shutters using double track window frame	4	Nos.		
<b>TOTAL</b>					
<b>GST @ 18%</b>					
<b>GRAND TOTAL</b>					

**NOTE:**

1. Works shall be carried out by using approved brand of the material only and specifications and quality. No deviation is permitted without the approval of the bank.
2. Rates/ Amount of items shall include cost of the material, loading, unloading, charges for tools /machineries, labour, taxes etc.
3. Rates/amount quoted shall valid for all floors of the building. No extra charges shall be paid for lifting of material for any height.
4. No extra payment shall be made for carrying out the works in holiday/Sunday/ Saturday/ night etc.
5. The contractor makes their own arrangement for safety /security of the material staked at the site. The bank will not responsible for any theft/mishandling of the material.
6. The Contractor shall obtain necessary labour license, insurance, and permission/ approval from local authorities/ society if required to carry out the works.
7. The address of the site is hereunder:  
Support Services Department, CO Annexe-Mangalore, Post Box No. 88, Mangaladevi Temple Road, Pandeshwar, Mangalore - 575001.

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

(Signature of the Contractor with Seal)