यूनियन बैंक ऑफ इंडिया **,स्टाफ प्रशिक्षण केंद्र,**16 /A जगमारा **,**भुवनेश्वर **-**751030**, दूरध्वनी**-0674-2353109/110/111

निविदा आमंत्रण सूचना

यूनियन बैंक ऑफ इंडिया, **अग्रणी राष्ट्रीयकृत बैंक**, अपनी 16/A,जगमारा ,भुवनेश्वर में स्थित, **यूनियन बैंकस्टाफ प्रशिक्षण केंद्र की बाहरी मरम्मत एवं पेंटिंग** कार्य हेतु निविदा आमंत्रित करता है|**अधिकजानकारीप्राप्तकरनेकेलिएइच्छुकअनुबंधएजेंसियां**, **14.03.2022**से दिनांक 04.04**.2022** तक की अवधि के दौरान बैंक की वेबसाइट www.unionbankofindia.com एवं सरकारी वेबसाइट www.eprocure.gov.in देखें .

ୟୁନିଅନ୍ବ୍ୟାଙ୍କଅଫ୍ଇଣ୍ଡିଆ,ଷ୍ଟାଫ୍ଟ୍ରେନିଂସେଣ୍ଟର, 16 / ଏ,ଜଗମାରା, ଭୁବନେଶ୍ୱର -751030,
ଯୋଗାଯୋଗ-0674-2353109 / 110/111

ଟେଣ୍ଡରନିମନ୍ତ୍ରଣନୋଟିସ୍

ୟୁନିଅନ୍ବ୍ୟାଙ୍କଅଫ୍ଇଣ୍ଡିଆ, **ଏକଅଗ୍ରଣୀନ୍ୟାସନାଲାଇଜଡ୍ବ୍ୟାଙ୍କ**,16 / A, ଜାଗାମରା, ଭୁବନେଶ୍ୱରରେସ୍ଥିତକର୍ମଚାରୀତାଲିମକେନ୍ଦ୍ରରବାହ୍ୟମରାମତିଏବଂପେଣ୍ଟିଂୱାର୍କପାଇଁଟେଣ୍ଡରନିମନ୍ତ୍ରଣକରେ| ଅଧିକଜାଣିବାପାଇଁ, ଆଗ୍ରହୀଚୁକ୍ତିଭିତ୍ତିକସଂସ୍ଥା, 14.03.2022 ରୁ 04.04.2022 ମଧ୍ୟରେବ୍ୟାଙ୍କରୱେବସାଇଟ୍www.unionbankofindia.com ଏବଂସରକାରୀୱେବସାଇଟ୍www.eprocure.gov.in ପରିଦର୍ଶନକରିପାରନ୍ତି|

Union Bank of India,Staff Training Centre,16/A ,Jagamara,Bhubaneswar-751030. Ph-0674-2353109/110/111

NOTICE INVITING TENDERS

Union Bank of India, leading Nationalised Bank invites Tenders for External Repairing & Painting Works at Union Bank of India, Staff Training Centre,16/A, Jagamara, Bhubaneswar. The intending contracting agencies may visit the bank's website www.unionbankofindia.com and Govt. website www.eprocure.gov.in during the period 14.03.2022 **to 04.04.2022**.

Staff Training Centre
16/A Jagamara,Bhubaneswar-751030, **Tel: 0674-2353109/110/111**

TENDER FOR **REPAIRING (CIVIL WORK) / RENOVATION(PAINTING)WORK AT UNION BANK OF INDIA , STAFF TRAINING CENTRE, 16/A JAGAMARA,BHUBANESWAR**

TECHNICAL BID
(VOLUME –I)

ISSUE OF TENDER DOCUMENT	**: FROM 14.03.2022 TO 04.04.2022**
LAST DATE FOR SUBMISSION	**: 04.04.2022UPTO15.00 HRS.**
OPENING OF TECHNICAL BIDS (In presence of Bidders)	**: 04.04.2022BY 15.30 HRS.**

Ref No.UBI/STC /BBSR:0019 **Date:14.03.2022**

Non refundable Tenders Cost: Rs.1,000/- (Rs. One thousand only)

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Staff Training Centre
16/A,Jagamara ,Bhubaneswar-751030, **Tel: 0674-2353109/110/111**

TENDER FOR **REPAIRING(CIVIL WORK) / RENOVATION(PAINTING)WORK AT UNION BANK OF INDIA , STAFF TRAINING CENTRE, 16/A JAGAMARA,BHUBANESWAR**

TECHNICAL BID
(VOLUME –I)

Union Bank of India invites applications from reputed contracting agencies in two bid systems i.e. Technical Bid and Commercial Bid for carrying out external repairing works, (civil)works and painting work at Union Bank of India Staff Training Centre,16/a Jagamara, Bhubaneswar 751030.The estimated cost for the subject works is Rs.22.96 lakh+GST.

The Technical Bid contains pre-qualification application for companies profile, Pre-qualification criteria, General Terms and Conditions, Special Terms and Conditions of the tender document etc. The Commercial Bid contains tender specifications, bill of quantities and rate &amount quoted by the contractors. The complete set of the application format cum tender document shall be available during the period from 14**.03.2022to 04.04.2022**at Bank's website www.unionbankofindia.co.in**in** andwww.eprocure.gov.in. The application format can also be obtained from Union Bank of India Staff Training Centre,16/a Jagamara ,Bhubaneswar 751030. The last date for submission of tenders is 04**.04.2022 upto 15.00 HRS. The filled in tenders shall be submitted in tender box at** Union Bank of India Staff Training Centre,16/A Jagamara,Bhubaneswar,751030.The Technical Bids shall be opened at the above address on 04**.04.2022by 15.30 HRS** in presence of bidders. After expiry of the schedule date of submission, the bids will not be accepted.

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

Sd-
CHIEF MANAGER (CENTRE IN-CHARGE)

Staff Training Centre
16/A Jagamara ,Bhubaneswar-751030, **Tel: 0674-2353109/110/111**

TENDER FOR **REPAIRING(CIVIL WORK) / RENOVATION(PAINTING)WORK AT UNION BANK OF INDIA , STAFF TRAINING CENTRE, 16/A JAGAMARA,BHUBANESWAR**

Scope of Work:
Union Bank of India, a nationalized public sector bank, having Central Office at 239, Vidhan Bhavan Marg , Nariman Point, Mumbai. The Bank invites tenders in two bid systems from the eligible contracting agencies having office in to carry out external repairing works, (civil)works and painting work at Union Bank of India Staff Training Centre,16/a Jagamara ,Bhubaneswar 751030. The scope of works consists of breaking /removing damaged boundary wall, super structure at many places, plaster, drainage patch plastering works, repairing of boundary, super structure, chhajja, drainage concrete area, and painting work etc at our centre. The work contemplated under this contract includes Civil, Sanitary & Electrical Works for the aforesaid project, all as detailed in the Bill of Quantities, specifications and Drawings.

Such other works which are not included in the aforesaid Bill of Quantities are generally intended to be executed through a separate agency. Notwithstanding the above, Owners reserve the right to order additional works under the same contract. The Owners reserve the right to omit any item of work included in the aforesaid Bill of Quantities and award the same to any other contractor or not perform it at all at their discretion and the contractor shall not have any claim because of the same.

The contractor for this work shall be required to work in co-operation and co-ordination with other agencies on site and give them all reasonable assistance and help for the execution of the work in an efficient manner all directed. The words “approved” or “as directed” shall be deemed to convey approval or the discretion of Architect / Owner.

2.1 Indian Standard Specifications

The specification for the work is as detailed hereinafter. These specifications shall be read in conjunction with the relevant Indian Standard Specifications and the obtainable local practice as detailed in various regional handbooks of practice and the work shall be executed accordingly. Where the specifications in any of the standards are at variance with the specifications detailed herein, the specifications herein shall govern.

2.2 Quality of materials and General Standards of Work

The Contractor under this contract commits himself to use first class materials and assumes full responsibility for the quality of all material incorporated or brought for incorporation in the work. The work shall be executed in accordance with best engineering practice and as per direction of Architect / Owner.

Samples and materials shall be approved before placement of order and approved samples shall be deposited with the Architect / Owner.

If for any material, reference to IS Code is not shown in the specification, then the materials shall be tested in any approved laboratory and the test certificate in original shall be submitted to owners. The entire charges for testing including repeated tests if ordered for shall be borne by the Contractor.

All works shall be of best workmanship and shall be carried out in proper workman like manner and in accordance with sound engineering practice to the satisfaction of the Architect / Owner.
No work shall be considered complete until the Architect / Owner certifies in writing that it has been completed.

2.3 Power for construction

Contractor shall have to arrange for D.G. set at his own cost, risk and responsibility to carryout work, at site, whenever required and asked by the Architect / Owner.

2.4 Scaffolding

All scaffolding and ladders required for the proper execution of the work shall be provided by the Contractor. The scaffolding should be stout and strong to prevent any collapse or displacement. Proper measure for safety of workmen working on scaffolding should be taken by the Contractor.

2.5 Measurements

The mode of measurements, wherever possible is specifically mentioned in these documents, where it has not been mentioned, it shall be as per the provision of the relevant Indian Standards. All the measuring tapes and other accessories necessary shall be provided by the Contractor. Any dimension given in F.P.S. system to be converted as follows:
1 foot = 0.3048 metre.

2.6 Tools and Plant

The tenderer along with his tender furnish a list of tools, plant and machinery which he intends to use on the works in Appendix – I of the Bill of Quantities. The list should indicate the exact type of machine, its capacity year of manufacture, kind and capacity of propelling force, spare parts readily available and all other pertinent information. The contractor is obliged to use all the machinery mentioned in his list if Architect considers it necessary.

2.7 Surveying

It is the responsibility of the contractor to bring to site all surveying instruments necessary for the marking out, fixation of levels etc. and conduct these survey operations himself with utmost accuracy. The Contractor shall put up stable

benchmarks etc. as necessary for the work. Architect / Owner will be present when this work is being carried out and will inspect all these operations with the Contractor's assistance. The Contractor shall be entirely responsible for accurate setting out the work and he shall at his own expense make good any defects arising from errors in line and levels.

2.8 Dewatering

Dewatering of accumulated water in any location in job site from whatever source or cause until the virtual completion of the entire work shall be done by the Contractor at his own expense and shall not be separately paid for. The rates quoted by the Contractor shall be deemed to be inclusive of this.

2.9 Access to site, approach roads and roads within the premises

The Contractor shall at his own cost provide all approach roads required for the purpose of carrying out the work in the most expeditious and efficient manner and shall remove the temporary roads on completion. He shall acquaint himself thoroughly regarding condition and suitability of public roads leading upto the limits of the premises and will provide vehicles for transportation of materials, which meet the requirements of these road conditions. It shall also be responsibility of the Contractor to maintain at his own cost these roads till the construction is completed. The tenderer should also be acquainted with local laws and Bye laws and complying with all police and highway authority requirements.

3 DISMANTLING, REMOVING EXISTING WORK

3.1 Dismantling carefully existing / old / damaged brick work, concrete work, flooring, plastering etc. and removing debris from site in any place and dumping them at any place outside the premises by mechanical transport and serviceable materials stocked at site as per direction. Every precaution should be taken from demolition contractor / agency side to avoid any injury / accident etc. Contractor should consider all costs for scaffolding, propping, staging, lifting, removal, transport etc. in their quoted rate.

4 Concrete work

All concrete works shall be of proportions as specified in the schedule. Cement shall confirm to relevant I. S. Code. Crushed stone aggregate shall be properly graded and shall be free from soft, friable, thin, elongated and laminated pieces. Foreign matter including earth or dirt shall be washed away before use in work.

Sand shall preferably be obtained from pits, clean, sharp and shall not contain harmful impurities such as Pyrite, coal, lignite, Mica or similar laminated material. Silt contents shall not be more than 8%.

Concrete shall preferably be mixed in a mechanical mixer. Hand mixing may be permitted by addition of 10% extra cement for which no additional cost will be paid. Concrete after mixing shall present a uniform colour of homogeneous mix.

The concrete shall be placed in position within half an hour from adding water to the mix. The concrete after being told in position shall be properly vibrated and

compacted, special care must be taken regarding the use of water in the mix which should be just sufficient to produce dense concrete of adequate workability.

The concrete shall be cured for a minimum period of 21 days.

5 Form Work

The form work for all concrete work shall be done with approved materials conforming to the shape, lines, levels a dimensions shown on the drawings. The from work shall be sufficiently rigid and designed with runners, props and boarding material so as to enable withstanding the weight of green concrete, working loads, vibration load or any other imposed loading without causing undue deformation, deflection, distortion, bulging or loosening of its components.

Form work shall be retained in position conforming to relevant I. S. Code and sound engineering practice. De shuttering shall be done in a way so as not to jar the concrete or cause and injury or shock to the same.

6 Reinforcement

All reinforcements for use in work shall be of tested quality obtained from Manufactures / Dealers and shall be free from loose scale, oil, grease, paints and other harmful matters.

The bars shall be placed in position after bending conforming to the drawings and all intersections shall be properly tied with 16 g. black annealed wire.

Approval of the reinforcement as laid shall be obtained from the Consultant / Engineer-in-Charge before casting is allowed.

Cover for reinforcement is to be provided in conformity with the drawings.

7 Brick Masonry Work

Bricks of strength as specified in the schedule and having generally uniform dimension (+ 8% variation on dimension is tolerable) and water absorption less than 20% and free from other defects shall be used in the work.

a) Solid Masonry Wall

Masonry walls shall be done in English Bond with cement mortar of proportion mentioned in the schedule. Brick work shall be raised uniformly and true to level and plumb. Joints shall be properly raked. The work is to be cured for at least 10 days.

b) Cavity Wall

Cavity walls shall be done in conformity with the drawings. Cross bonding shall be achieved with cut bricks or metal ties as specified in the schedule.

Brickwork shall be done with cement mortar in proportion as specified in the schedule. Sill, jambs for openings shall be done with single thick solid brickwork for which no additional payment will be made. The work is to be cured for 10 days.

8 Plastering

Plastering shall be done with cement mortar in proportion given in the schedule. The plastering should be true to line and plumb. All corners shall be weathered and plumbed. Rounding of corners may be done with approval of the Consultant / Engineer-in-Charge for which no additional payment will be made. The finished plastered surface should be uniform and free form any defects like cracks, waviness etc. The plastering work shall be cured for at least 7 days.

a) General

For any item of work, not covered by the specifications mentioned hereinabove, the instruction and directions of the Architect / Consultant / Engineer-in-Charge / Owner shall be obtained and work shall be done accordingly.

9 Flooring

Vitrified Tiles / Glazed Tiles / Ceramic Tiles Dado

a) Tiles

Vitrified tiles / Glazed tiles / Ceramic tiles including special tiles shall be of approved make and quality. Samples of tiles shall be approved by the Owner / Architects who will keep them in his office for verification as to whether the materials brought, used conform to the approved samples.

b) Mortar Backing

All joints in the face work shall be raked out to a depth equal to not less than the width of the joints or as directed by the Owner / Architects. The surface shall be cleaned and scrubbed with fresh water and kept wet for 6 hours prior to applying backing mortar. The dado work shall not be commenced unless the preparatory work is passed by the Owner / Architects. The proportion of mortar for backing shall be 1:3 cement mortar. Sand in mortar bedding shall be from approved source. The thickness of mortar backing shall not be less than 12 mm and not more than 20 mm to match with adjacent finished surface.

c) Fixing Dado Tiles

Dado work shall be done only after fixing tiles on the floor. The glazed tiles / ceramic tiles shall be soaked in water for at least 2 hours before being used for dado work. Tiles shall be fixed with waterproof adhesive of approved quality and make. The back of tiles shall be covered with a layer of adhesive and the tiles shall then be pressed of the backing surface and gently tapped against the wall with a wooden mallet. The fixing shall be done from bottom of wall upwards without any hollows in the bed or joints. Each tile shall be fixed as close as possible to the one adjoining mortar so that all tiles faces are in one vertical plane. The joints between the tiles shall not exceed 1.5 mm in width. Joints of the tiles shall be pointed with white cement with admixture of pigment to match with the shade of tiles, if doors, windows or other openings are located within the dado area, the sills, jambs, angles etc. shall be provided with glazed tiles / ceramic tiles with metered it and appropriate cut pieces according to the foregoing specification and such tiled area shall be measured along with the dado.

Fixing of tiles with waterproof adhesives shall be done as per manufacturer's specification.

d) Cleaning

After the tiles have been fixed with surplus adhesive and cement grout that may have come out of the joints shall be cleaned off before it sets. After the complete curing the dado or skirting work shall be washed and thoroughly cleaned.

Rates to Include

Apart from other factors mentioned elsewhere in this contract, the rates for the item of dado or skirting shall include the following:-

i) Backing Mortar
ii) Providing and fixing tiles including all cut pieces in water proof adhesive on backing mortar.
iii) Jointing of the tiles with white cement slurry with pigment.
iv) Curing
v) Cleaning
vi) All labour, materials, use of tools and equipment for carrying out the items as specified above.

Concrete base and Mortar bedding

The base of cement concrete be laid and compacted to a reasonably true plain surface and to the extent of thickness of the tiles and mortar bedding. Cement concrete base shall be paid under separate item.

Before spreading mortar, sub floor or base shall be cleaned of all dirt, scum, laitance and all those materials and then well wetted without forming any pools of water on the surface. In case of R.C.C. floors, the top shall be left a little rough. All points of level for the finished paving surface shall be marked out. The mortar shall then be evenly and smoothly spread over the base by the use of screed battens. The thickness of mortar bed shall not be less than 15 mm or otherwise approved by the Architect / Owner. Unless otherwise specified, the proportion of mortar bedding shall be composed of one cement and 4 medium sand by volume.

Laying, Curing and Cleaning

Tiles shall be laid in position and tapped down gently with a wooden mallet to make it level with other tiles. The surface during laying shall be frequently checked with a joints of the tiles shall be 3 – 4 mm wide and shall be filled with neat white cement slurry admixture with pigment to match the colour of the tiles. To maintain a perfect gap between tiles a uniform thick hard board strip can be placed between the tiles during laying. When tiles laid with distinct gaps between tiles, as per drawing requirement, the gaps to be filled with filler material and applied strictly in accordance with the manufacturer's specifications and shall match with the finished tile level.

10 Painting

Paint and White Washing

White wash shall be prepared from 5 parts of stone lime and 1 part of shell lime. The lime shall be dissolved in a tub with sufficient quantity of water and shall be well mixed to give a creamy consistency. It shall then be screened through a clean coarse cloth and FEVICOL / JIVANJOR dissolved in hot water to be added as per manufacturer's specification to lime and ultramarine blue is added to the mixture in small proportion, just sufficient to give a very light bluish-tint.

Before applying the white wash the surface shall be thoroughly cleaned and brushed and all holes, cracks and patches shall be made good with approved materials.

Rates to Include

Apart from other factors mentioned elsewhere in this contract, the rates for white wash include for the following: -

i) All labour, materials, equipment required for white washing.
ii) Scaffolding including erection and removal.
iii) Providing and preparing the white wash.
iv) Preparing the surface for white wash including the scaffolding.
v) Applying the white wash in three coats minimum. If a proper even surface is not obtained to the satisfaction of the Owner / Architects is 3 coats, contractors shall carry out additional costs of white wash to approval at contractor's expense.

Mode of measurement

The measurement shall be in square metre. The mode of measurement shall be as applicable so that for plaster.

11 Plaster of Paris Punning

If the plastered surface is to be finished with plaster of Paris punning, the surface shall be combed slightly with the wire brushes or nails before it is completely set to form key for plaster of Paris punning. The surface shall be only damped but not soaked before the application of Plaster of Paris punning. The Gypsum for preparing punning shall be approved quality. It shall be dry and free from lumps and shall be suitably packed in watertight bags or containers.

Paste shall be prepared by adding required quantum of water and same shall be used before it sets. No dropping paste shall be used in the work.

Punning shall be applied to the prepared surface with steel trowel to a thickness required to make the surface produce perfectly smooth and even surface, working from top to bottom.

The finished surface shall not show any sign of disintegration, topping or pilling. The surface shall be protected from injury and damage.

Rates to Include

Apart from other factors mentioned elsewhere in this contract, rates for the item of plaster of Paris punning shall include the following: -

i) Erecting, dismantling and removing the scaffolding.

ii) Preparing the surface to receive the said finish.
iii) Providing plaster of Paris punning of the required thickness to make the surface perfect smooth and even including cost of materials.
iv) Any moulding work if shown in the drawings or as specified.
v) Finishing in bends, arises, rounded angles, fair edges, narrow returns, quirk, 'V' joints, splays, drip mouldings, making good to metal frames, junctions with skirting or dado's, narrow widths and small quantities, making good round pipes, conduits, timbers, sills, brackets, railings etc. and making good after all the sub-contractor or nominated sub-contractors have done their works.

Mode of Measurement
The measurement shall be in square metre. The mode of measurement shall be as applicable to that for plaster.

12 Synthetic Enamel Paint

a) Material
Ready mixed oil paints and primer, in general shall be of approved quality, colour and of approved manufacture. These materials shall be in sealed tins and shall be opened in the presence of the Owner / Architects at site.

b) Preparation of Surface Iron and Steel Works
Surface to be painted shall be thoroughly cleaned, sand papered and / or rubbed with emery cloth, if necessary, to remove grease, mortar or any other foreign materials. In case of rusted surface, it shall be first cleaned with wire brushes till the corroded rust in removed. The prepared surface shall be shiny and free from brush marks, patches, blisters and other irregularities. The surface thus finished shall be approved for painting.

Wood Work
All surface to be painted shall be thoroughly cleaned sand papered and removed of all foreign materials. In case of surfaces having knot and nail holes, this shall be filled with knotting and stopping materials. The knotting materials shall consist of pure shellac dissolved in methylated spirit. Stopping materials shall consist of putty. The surface thus treated shall be allowed to dry and then sand papered smooth.

c) Application
After preparing the surface, a primer coat shall be applied. The primer coat shall be ready mix of approved make dried, all holes, cracks etc. which shall remain, shall be filled and papered smooth. Then a second coat of paint of approved shade and manufacturers shall be evenly applied and allowed to dry.

The third coat shall be carefully applied to achieve smooth and even surface after the previous coat has dried up. Minimum 3 coats of paint shall be applied inclusive of a primer coat. If a proper and even surface is not obtained to the satisfaction of the Owner / Architects in 3 coats, contractor shall carry out additional coats of painting to approval, at contractor's expenses. Care shall be taken that dust or other foreign materials do not settle or otherwise disfigure the various coats.

13 Plastic Emulsion paint

The paint and primer shall be of approved quality, colour and shall be obtained from approved manufacturers. These shall be in sealed containers and shall be opened in the presence of the representative of Engineer-in-Charge / Architect / Owner.

The number of coats shall be as specified in the schedule.

Surface to be painted shall be thoroughly cleaned sand cement (Primer & top coat) prepared and / or rubbed with emery cloth. The paints shall be applied with brushes of type and size suitable for the job / or by roller and subsequent coat shall be applied after previous coat has dried and care shall be taken so that dust or other foreign materials do not settle or disfigure the various coats.

The thinning of the emulsion is to be done with water and not with turpentine. Thinning with water will be particularly required for the undercoat which is applied on the absorbent surface. The quality of water to be added shall be as per manufacturer's instructions.

No left over paint shall be put back into the stock tins. When not in use the containers shall be kept properly closed.

No hair marks from the brush or clogging of paint puddles in the corners of panels, angles of mouldings etc. shall be left on the work.

The surface on finishing shall present a flat velvety smooth finish. If necessary more coats will be applied till the surface presents a uniform appearance.

Precautions

a) Old brushes if they are to be used with emulsion paints should be completely dried of turpentine or oil paints by washing in warm soap water.
b) Brushes should be quickly washed in water immediately after use and kept immersed in water during break periods to prevent the paint from hardening on the brush.
c) In the preparation of walls for plastic emulsion painting: no oil base putties shall be used in filling cracks, holes etc.
d) Splashes on floors etc. shall be cleaned out without delay as they will be difficult to remove after hardening.
e) Washing of surface treated with emulsion paints shall not be done within 3 to 4 weeks of application.

Rate to Include

Apart from other factors mentioned elsewhere in this contract, the rates for the item of plastic emulsion paint shall include for the following: -

i) All labour, materials and equipment necessary to carry out the work.
ii) Supplying the approved emulsion paint for priming and finishing coats.
iii) Preparing the surface for receiving the primer and finishing coats.
iv) Scaffolding including its erections and dismantling.
v) Application of one primer coat and minimum two coats of finishing. If a proper and even surface is not obtained to the satisfaction of Owner / Architects in 3

coats mentioned above, the contractor shall carry out additional coats of painting to approval at contractor's expense.

vi) Protection to painted surface till dried and handed over.
vii) Expense, if any, for supervision and technical assistance supplied by the approved paint manufacturers.

Mode of Measurement
The measurement shall be in square metre. The mode of measurement shall as applicable to that for white washing.

Preparatory works for painting etc.
Painting, polishing, plaster or paris work etc. shall not be taken up unless the surfaces to be so treated with are made ready with all related preliminary works and the approval of the Architect / Owner is obtained.

14 Texture Painting

Material
External and Internal surface covered by Heritage surface texture finish shall be of approved colour and shade.

Preparation of Surface
Before applying heritage on surface all dirt, oil, grease, efflorescence and organic materials shall be completely removed.
The above textured coating should not be applied on any damp wall / surface. If there is only old textured surface that should be removed with Heritage removing agent.

Application

Prior to application the mix should be prepared in the following manner: -

a) Water and bonding agent to be mixed first.
b) Then to that flakes / granules to be added and mixed and thoroughly kneaded.
c) The mixed material should be left for 20-30 minutes before application.
d) The surface should be trowel finished.
e) Application should be done in presence of authorised representative of the manufacturer. The work should be carried out as per manufacturer specification.

Rate for providing Heritage Textured coating include for the following:

a) All labour, material and equipment to apply the above coating.
b) Scaffolding including erecting and removing.
c) Preparation of the surface.

Mode of Measurement

Measurement shall be in Sqm. of the area applied and all openings shall be deducted as per standard IS Code.

16. PAINTING SYNTHETIC / PLASTIC EMULSION ETC:

16.1 Ready mixed oil paint, plastic emulsion paint, ready mixed synthetic enamel paint, Alluminium paint, etc., shall be brought in original containers and in sealed tins. If for any reason thinner is necessary the brand and quantity of thinner recommended by the manufacturer or as instructed by the Bank shall be used.

16.2 The surface shall be prepared as recommended by the manufacturers and as instructed by the Bank and cost of approved primer shall be applied. After 24 hours drying, approved of specified quality paint shall be applied evenly and smoothly. If required filler putty coating may be given to give smooth finish. Each coat shall be allowed to dry out thoroughly and then lightly rubbed down with sand paper and cleaned of dust before, the next coat is applied. Number of coats shall be as specified in the item and if however the finish of the surface is not uniform additional coats as required shall be applied to get good and uniform finish at no extra cost. After completion no hair marks from the brush or clogging of paint puddles in the corners of panel angles of mouldings shall be left on the work. The glass panes floor etc. shall be cleaned of stains.

16.3 When the final coat is applied, if directed, the surface shall be rolled with a roller or if directed it shall be stippled with a stippling brush.

.Tenders shall be submitted in two bid systems i.e. **Technical Bid and Commercial Bid** in sealed envelopes.

Sealed Envelopes I: Technical Bid

Technical Bid contains application cum pre-qualification form, company's profile, financial standing, projects executed, completion certificates, technical specifications, general terms and conditions, special terms and conditions, EMD amounting to **Rs54650.00 (Rupees Fifty four thousand six hundred fifty)** by way of pay orderdrawn from favouring Union Bank of India payable at Bhubaneswar etc. Tender will be treated ineligible if EMD is not submitted. The EMD is normally to remain valid for a period of 45 days beyond the final bid validity period. EMD of unsuccessful bidder will be returned within 30 days from the date of opening of Price bid.

Sealed Envelope II: Commercial Bid

The commercial bid shall be opened for only pre-qualified agencies based on the criteria contained in the Technical Bid. Date and scheduled time for the opening of the Commercial Bids submitted by pre-qualified agencies shall be informed subsequently.

Sealed Envelope III: Containing Sealed Envelope I & II.

General information:

1. Intending contractors are requested to furnish companies profile, technical experiences, competence and evidence of their financial standing as per enclosed pro-forma for considering their names for pre-qualifications.
2. It is mandatory that the intending contractors must have office in Bhubaneswar.
3. Selection of contractors will be based on Pre-qualification Criteria, ability and competence required for good quality jobs to be performed by them.
4. If the space provided in the pro-forma is insufficient for giving full details, the same may be given on a separate sheet of paper.
5. Information furnished to Bank will be kept as strictly confidential.
6. Intending contractors are requested to read carefully before filling the particulars in the pro-forma.
7. Incomplete applications will not be considered.
8. Information / details furnished by selected party, if found to be false at any time in future or any information affecting pre-qualification is willingly / unwillingly

withheld, if come to the notice of the Bank at any point of time, the party's pre-qualification can be cancelled immediately.

9. Where balance sheet and profit and loss account should be submitted, the audited copy of the same shall be accepted by the bank except the turn over less than Rs.1.00 crs conforming to the Section 44AB of Income Tax rule 1961.

10. Cost of the tender form is **Rs.1,000.00**(Rs. One thousand only) which is not refundable, to be paid by way of Pay Order / Demand Draft favoring Union Bank of India payable at Bhubaneswar at the time of receiving tender format. The pay order/DD for the cost may also be submitted with the tender form if downloaded from the websites.

11. The bid without application fee and EMD will be rejected except those who are registered with MSME, NSIC/SSI or the concerned Ministry or Department notified from time to time by Govt. of India /CVC guidelines. Such applicants should submit valid proof of registration certificate along with Technical Bid.

12. The complete set of tender form cum bid document shall be obtained fromUnion Bank of India ,Staff Training Centre,16/A Jagamara ,Bhubaneswar-751030. The document can also be downloaded from the bank's website www.unionbankofindia.co.in and www.eprocure.gov.in during the period from 14.**03.2022 to04.04.2022.**

13. The filled in tender form cum bid document shall be addressed to **"CHIEF MANAGER, Union Bank of India, Staff Training Centre,16/A Jagamara ,Bhubaneswar-751030.** The last date for submission of filled in tender form **is 04.04.2022upto 15.00 HRS.**

14. The bids should be dropped in the tender box kept in ground floor, Union Bank of India, Staff Training Centre,16/A Jagamara,Bhubaneswar-751030. Bids received by hand/ post/ courier will not be accepted.

15. Tender form is not be transferable.

16. The selection for pre-qualification shall be based on the criteria i.e. clause no.19 of the BIO-DATA.

17. Decision of the Union Bank of India regarding selection of contractors for pre-qualification will be final and binding and no further correspondence will be entertained. The pre-qualified of Contractors will be informed by post.

18. Commercial Bids of Pre-qualified Contractors shall be opened in presence of authorized representative of bidders.

DISCLAIMER

Union Bank of India (the Bank), Support Services Department, Central Office, Mumbai has prepared this tender document. The information is provided to prospective tenderer, who intends to participate in tendering for Civil Repairing and Painting works at Union Bank's Staff Training Centre 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.

BIO – DATA OF CONTRACTING AGENCY

1. Name of the firm :

2. Address :

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

4.a) Weather proprietary / partnership /:
Pvt. Ltd. / Public Ltd./LLC.

b) Name of the Proprietor,
Partners, Directors

I)

II)

III)

c) Year of establishment :

5. Registration with Registrar :
of Companies (No. & Date)

6. <u>Registration with Authorities (Mandatory)</u> :

I) PAN No. :
II) GST No.
V) EPF No.
VI) ESI No.

7. Names of the Bankers with address :
& certificates showing financial
capacity and solvency.

I)
II)

8. Furnish copies of audited balance- :
Sheet and Profit & Loss A/C. for
the last 3 years
(Reckoned from last date of submission of tenders)

9. Registration with Govt. / Public Sector / Banks

Name of the organization	Year since empanelled

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

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

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

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

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

14. Details of work executed during the last 7 years:
(Reckoned from last date of submission of tenders)

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

Note: Copies of work orders along with Xerox copies of relevant TDS certificate, satisfactory completion certificate obtained from the client (fulfilling the advertisement criteria shall be enclosed.

15. Details of work on hand (photo copies of performance certificate, work orders issued by valued clients, preferably Banks, Govt., Semi-Govt. Bodies should be attached).

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

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

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

17. Turnover during Financial Years(FY) as under:-

Sr. No.	Year	Turnover (Rs.in lacs)	Net Profit	Income-tax paid	VAT/GST
	FY 2016-17				
	FY 2017-18				
	FY 2018-19				

18. LIST OF EQUIPMENTS & MACHINERY OWNED:

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

19. PRE-QUALIFICATION CRITERIA:

Estimated cost Rs.22.96 lac+GST

MANDATORY CRITERIA:

- **Must be registered with income tax authority.**
- **Must be registered with GST.**
- **Should have submitted solvency certificate of Rs.8.15Lacs or more. Certificate should not be more than 6 months from the date of advertisement.**

Sr. No.	Criteria	Weight age	Self Rating Marks
1	Experience of having successfully completed civil repairing, External Painting/new construction projects for residential/commercial multistoried building having Ground+Stilt+5 floors or more during the last 7 years ending 31.03.2019:		
1a	1 similar completed work costing not less than Rs.26.47 Lacs	50	
	2 or more similar completed work costing not less than Rs.26.47 Lacs	60	
	OR		
1b	2 similar completed works costing not less than Rs.16.54 Lacs (Rs.16.54 lacs< cost of works <Rs.26.47 lacs)	50	
	3 or more similar completed works costing not less than Rs.16.54 Lacs (Rs.16.54 lacs< cost of works <Rs.26.47 lacs)	60	
	OR		
1c	3similar completed works costing not less than Rs.13.23 Lacs (Rs.13.23 lacs< cost of works <Rs.16.54 lacs)	50	
	4 or similar completed works costing not less than Rs.13.23 Lacs (Rs.13.23 lacs< cost of works <Rs.16.54 lacs	60	
2	Contractors having average annual turnover for the last 3 financial years endingFY 2020 equal to Rs9.93 Lacs or more.	20	
3	Should have made profit at least for two years during the last 3 years endingFY 2020.	20	

The similar work means total external and internal civil repairs including waterproofing, structural stability work, painting and other allied works carried out for complete renovation of multistoried (G+5Fls) building. The repair/ construction project should be preferably in commercial or institutional building.

NOTE:

1. Criteria mentioned above are just minimum requirement. The Bank at its discretion may upgrade the criteria. No complaint on this account will be entertained. Applicant's scoring 80 marks & above will only be considered

for pre-qualification. Applicant them shelves have to fill in self-ratting marks column in the above table.

2. Selection of Bidder, Opening of Price Bid and L1 Bidder The indicative Commercial offers (Price Bid) of those vendors who technically qualified& score minimum marks of 80 will only be opened. Bank will award the contract to the lowest bidder (L1).

   Notwithstanding the above condition, bank shall have the right to reject any bid without assigning any reason thereof.

1. LIST OF DOCUMENTS:

LIST OF ENCLOSURES:

ANNEXURE NO.	PARTICULARS	TICK IF ENCLOSED
I	Certificate of registration of Company / partnership deed.	
IIA, IIB, IIC, IID	Certificates of registration with Income Tax,GST, EPF, ESI .	
III	Solvency Certificate.	
IVA, IVB, IVC	Audited Balance Sheet & Profit & Loss A/c. Statement for FY 2016-17, 17-18 & 18-19.	
V	Certificates of Registration with Govt. / Public Sector / Banks.	
VI	Copies of work orders along with Xerox copies of relevant TDS certificate, satisfactory completion certificate mentioning value of work.	
VII	Copies of performance certificate, work orders issued by valued clients, preferably Banks, Govt. and Semi-Govt. Bodies.	
VIIIA, VIIIB, VIIIC,	Copies of income-tax returns/ assessment orders for FY 2016-17, 17-18, 18-19.	

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

DETAILS OF PREQUALIFYING WORKS

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

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

PLACE: SIGNATURE WITH OFFICE SEAL

DATE:

FORMAT OF CONFIDENTIAL REPORT

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

To:

Chief Manager,(Centre In-Charge)
Staff Training Centre
Union Bank of India,
16/A,Jagamara
Bhubaneswar-751030

Sir,

Confidential Report on M/s._____

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

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

D E C L A R A T I O N

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

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

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

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

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

Place :
Date :

SEAL &SIGNATURE OF CONTRACTOR
NAME & DESIGNATION
SEAL OF ORGANISATION

NOTICE FOR INVITING TENDER(NIT)

To

M/s_____
_____
_____

Dear Sir,

SUB:TENDER FOR **REPAIRING(CIVIL WORK) / RENOVATION(PAINTING)WORK AT UNION BANK OF INDIA , STAFF TRAINING CENTRE, 16/A JAGAMARA,BHUBANESWAR**

Sealed, item rate, tenders are invited in the prescribed format in two bids systems (Technical Bid & Price Bid) from reputed contractors for execution of civil, sanitary, plumbing, external services and development works for **REPAIRING(CIVIL WORK) / RENOVATION(PAINTING)WORK AT UNION BANK OF INDIA , STAFF TRAINING CENTRE, 16/A JAGAMARA,BHUBANESWAR** As per following details:

Name of the work	**:REPAIRING (Civil Work)& PAINTING WORKS ATAT UNION BANK OF INDIA , STAFF TRAINING CENTRE16/A JAGAMARA,BHUBANESWAR-751030.**
Estimated Cost of the Work	**:Rs.22.96 lakh+ GST**
Earnest Money Deposit	**:Rs.54650.00**Demand draft / Pay Order drawn in favour of Union Bank of India payable at Bhubaneswar
Period of Completion	: 2 months
Validity of Tender	: 60 days
Date of Issue of Tender	**:From14.03.2022 to 04.04.2022During office hours**
Date of Pre-bid Meeting	**:On 24.03.2022by 11.00 AM**
Last date of submission of	**: Upto 15.00 Hrs on 04.04.2022.**
Date & Time of opening of Technical Bid(in presence of bidders)	: **By 15.30 Hrs on 04.04.2022 PM.**

The tender document can be obtained from Union Bank of India, Staff Training Centre ,16/A Jagamara ,Bhubaneswar-751030 on payment of Rs.1,000/- in the form DD/Pay order (non-refundable) in favour of **Union Bank of India payable at Bhubaneswar** or can be downloaded from Bank's website and should be submitted in original, duly stamped, and sealed in envelop along with DD/Pay order towards cost of the tender document & EMD.

1) The item rates under the contract include for full, final & entire completion of all works in all respects described in contract & as shown in drawings forming part of the

contract. Contractor must quote item rates for all the items of work. Tenders will be opened in the presence of contracting agencies or their authorized representatives.

2) The tenders shall be submitted in two envelopes. **The envelope No. 1** shall be subscribed with **Technical Bid** shall contain **Volume-I**(technical bid)and EMD in the form of Demand Draft / Pay Order.

   The envelope No. 2 shall be subscribed as **Commercial Bid** and shall contain **Volume-II(Commercial Bid)** of the tender document.

3) **Envelope No. 1.** Will be opened first on the due date of opening.

4) **Envelope No. 2** of shortlisted contractors will be opened on due date which will be informed in due course.

5) Tenders are to be submitted in one sealed envelope cover enclosing therein the Envelope No. 1 and Envelope No.2 duly super scribed **"Tender for Repairing (civil work)& Painting works, Union Bank of India, Staff Training Centre,16/A Jagamara,Bhubaneswar-751030**

6) The tenderer must use only the tender forms issued for the purpose to fill in the rates. Intimation of tender quoted by letter, telegram / telex will not be acceptable.

7) Tenderers are advised not to make any alteration/modification in the tender documents, Item of work or in any respect whatsoever. Violation of this requirement will make the Tender Liable for rejection.

8) *Postal delivery of the tender is strictly not accepted.*

9) Each page of the tender documents should be signed by the authorized person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General and Special Conditions of Contract, Specifications etc., as laid down. Any tender with any of the documents not so signed will be subjected to rejection.

10) No consideration will be given to a tender received after the time stipulated above and no extension will be allowed for submission of the tender.

11) The Union Bank of India shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

12) This notice inviting tenders, the conditions of tender and the duly completed form of tender etc. will form part of the Agreement to be executed by the successful tenderer with the bank.

For UNION BANK OF INDIA

_____

INSTRUCTION WITH REGARD TO SUBMISSION OF TENDER

1) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while initials of the tenderer must attest filling the tender. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender invalid and it will be the option of Union Bank of India to accept or reject the tender. No request of any change in rate or conditions after opening of the tender will be entertained.

2) In the case of figures, the word `Rs.' should be written before the figures of rupees and the word `P' written after the decimal figures e.g. Rs. 3.25 P. In the case of words, the word Rupee should similarly precede and the words "Paise only" should be written at the end, closely following each the percentage rate. The word "only" should not be written in the next line unless the rate quoted is in whole Rupees closely followed by the word "only": The amount should invariably be upto two decimal places.

3) The different Schedules should be filled as follows:

(a) The “Rate" Column wherever applicable to be legibly filled in ink in both figures and words.
(b) The "Amount" Column also to be legibly filled in ink in both figures and words.
(c) All corrections to be initialed.
(d) No over writing is allowed.
(e) The figure of percentage of rate shall be legibly filled in ink in both figure and words.

4) Errors in the bill the following checks shall be carried out.

   a. All extensions (quantity multiply by rate etc.) and totals shall be arithmetically checked.
   b. No corrections should be made in the original tender even in pencil. Such corrections should be made only in the Comparative Statement.
   c. All arithmetical errors and errors in “carry over” and “brought forward” entries shall be schedules properly in a statement showing the total adjustment to the tendered sum.

5) If on the check there are differences between rates given by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed:-
   a) When there is difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the contractor, shall be taken as correct.
   b) Whenthe amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
   c) When the rate quoted by the contractor in figures and in words tallies but amount is not worked out correctly, then the rate quoted by the contractor shall be taken as correct and not the amount.

6) Dealing with Tenders when there is a "TIE"

   a) In the case of two tenderers appearing "Prima Facie" lowest i.e., quoting the same figure before or after the arithmetical check etc., an opportunity shall given to both the parties for making a revised offer on the basis of a percentage reduction in the total value, in sealed covers, when shall be opened by tender Opening committee on a fixed date in the presence of those two contractor.
   b) In the event of the parties not agreeing to revise their tender or for any other reasons, it is not possible to resolve the "TIE" the Competent Authority shall exercise his discretion and accept the tender of the contractor who is considered to be better of the two.

7) The tender shall be signed and dated at all places provided therein. Also all pages, corrections / alterations, if any, shall be initialed. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise Union Bank of India may reject the tender.

8) The time allowed for completion of works is **2 months** from the date of commencement of the work is reckoned from the tenth day from the date of acceptance of work order or handing over of site whichever is later. Time shall be considered the essence of contract.

9) It shall be the responsibility of the contractor to arrange for water and electricity required for completing construction. If water is available with the bank, the same will be supplied to the contractor by recovering 1% of the value of work done. However, contractor will have to make arrangement of pipeline for distributing water. Contractor to make own arrangement of electricity and pay tariff to the electricity board. In case the bank is supplying electricity, the contractor will have to install separate energy meter and pay the charges as per its consumption.

10) Every tender shall be accompanied by Earnest Money Deposit(EMD) of **Rs.54650.00** (RupeesFifty four thousand six hundred fifty) by way of Demand Draft/Pay Order only favouring UNION BANK OF INDIA, payable at Bhubaneswar. Tender submitted without earnest money shall be summarily rejected. The contractor whose tender is accepted will have to deposit as initial security deposit a further sum to make up 2% of the value of the accepted tender including the earnest money. The initial security deposit will have to be made within 14 days from the date of acceptance of tender, failing which the Bank at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender.

11) The Earnest Money will be retained in the case of the successful tenderer as part of the security for due fulfillment of the Contract. No interest shall be paid on this deposit. Failure to enter into the Contract agreement within the stipulated time of 20 days from the date of acceptance of work order shall entail the forfeiture of the Earnest money Deposit. EMD of unsuccessful bidder will be returned within 30 days from the date of opening of Price bid.

12) The tenderer shall submit his tender after carefully examining the whole of the tender document and the terms and conditions of contract, specifications, schedule of quantities etc., and also after examining the site and conditions prevailing in and around site.

13) The Bank does not bind himself to accept the lowest or any tender and reserve to themselves the right of accepting the whole or any part of the tender and tenderer is bound to perform the same at the rates quoted. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tender without assigning any reasons whatsoever. The work may also be divided among the contracting agencies depending on the exigencies of the bank.

14) Tenders shall remain valid for a period of 60 days from the date of opening of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during the initial validity period of 60 days.

15) The successful tenderer shall be bound to implement the Contract and mobilize and sign specified agreements within 21 days from the date of acceptance of work order on judicial stamp paper of Rs.200/-

16) Tenderers must include GST in their rates levy by the central and state government applicable on the date of submitting tender.

17) This contract shall be an item rate contract. The Contractor shall be paid for actual quantity of work done, as measured at site including any deviation plus or minus. The rate of any non-schedule items of work shall be decided as mentioned in the conditions of contract.

18) No correspondence will be entertained in respect of this tender other than any clarifications strictly pertaining to this tender.

19) The tender price quoted by a tenderer shall be kept strictly confidential and shall not be divulged to any other party even approximately before the time limit for delivery of tender. The only exception be for obtaining an insurance quotation, you may give your insurance company or agent any essential information they ask for, so long as it is done in strict confidence. No information about other's tender price should be obtained and no arrangement with anyone else should be made whether or not he submit the tender.

20) For electrical, sanitary, water supply and drainage works, tenderers must possess respective valid licenses from the competent authority of the area where the site is located.

21) Contractor should sign at the end of every page prior to submitting the tender.

22) Conditional tenders will be summarily rejected.

23) COMPLETION PERIOD OF THE PROJECT WILL BE 2 **months.**

24) Progress chart linked up with completion period to be counted from **10th day of acceptance of work order or handing over the site whichever is later.**

25) In case, L-1 bidders backs out at any stage of the tender, EMD/ISD of the successful bidder will be forfeited and fresh tender will be called by the Bank.

TENDER FORM

To,
Chief Manager(Centre In-Charge)
Union Bank of India,
Staff Training Centre
16/A,Jagamara
Bhubaneswar

NIT FOR REPAIRING WORKS (CIVIL WORK)AND PAINTING WORK AT UNION BANK OF INDIA,STAFF TRAINING CENTRE,16/A, JAGAMARA, BHUBANESWAR

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.

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

5. We are enclosing along with our tender an earnest money of Rs. _____ (Rupees _____) favouring Union Bank of India, payable at Bhubaneswar (Pay Order No._____ dated _____ drawn on _____). We hereby agree that this sum shall be forfeited by Union Bank of India in the event of our tender being accepted and if we fail to execute the contract when called upon to do so.

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

and offer to execute all the Works referred to in the said documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered to be valued as per the conditions of contract.

7. We undertake to complete and deliver the whole of the works within a period i.e.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 10th 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.

8. We hereby agree that unless & until a formal agreement is prepared & executed in accordance with the Articles of agreement, this tender together with your acceptance thereof, shall constitute a binding contract between us.

9. EMD submitted by us shall be treated as Initial Security Deposit. We further agree for a deduction of 8% from the running bill as retention money till accumulating total security deposit.

10. Validity of the tender is 60 days from the date of opening of tender or it may be beyond 60 days if mutually accepted.

11. The bank is at liberty to accept or reject any tender, without assigning any reasons whatsoever.

12. The work may be split up in the first instance as per exigencies of the bank. 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.

13. We will ensure adherence to the work schedule/BAR CHART as the project is to be executed in a very strict time frame.

14. We are aware that the quantities of work indicated in the bill of quantities are approximate, may vary to any extent, even it may be omitted, we will not have any claim of any kind against the bank.

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

Address ……. Telephone No……..
Telex No.
Fax No.

Date:

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 Odisha& Central Govt.

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

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 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 _____ 2022.

SIGNED AND DELIVERED BY THE NAME AND ADDRESS

AFORESAID _____ (Contractor)

IN THE PRESENCE OF WITNESSES:
1.
2.

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at _____ this _____day of _____ Two Thousand and Twenty.

BETWEEN

UNION BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Office at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai 400 021, 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 specifications bills of quantities showing and describing the Works to be done have been prepared under the direction of the Consultant/Banks / Architect.

iii. The Bank had invited tenders for carrying out Repairing (civil)Works and Painting works at Union Bank of India Staff Training Centre, Bhubaneswar in accordance with the general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings furnished to the Contractor.

iv. Having examined the general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings, the Contractor offered to execute, complete and maintain the whole of the Works relating to the Project in conformity with the said general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings and in accordance with instructions issued by the bank and the Contractor submitted its tender for the contract sum of Rs._____towards the said work.

v. The tender submitted by the Contractor was, after negotiations, modified/altered upon the Contractor agreeing to revise the rates of certain items and further offering a rebate for execution and completion of the Project thereby reducing the tender amount to Rs._____as confirmed by its letters dated _____.

vi. Towards the implementation of the Project, the Contractor has supplied the Bank with a fully priced copy of the said bills of quantities (which copy is hereinafter referred to as "the Contract Bills") and the drawings numbered as mentioned in the Annexure 11 of the Tender document inclusive (hereinafter referred to as "the Contract Drawings") and the Contract Bills and the contract Drawings have been signed by or on behalf of the parties hereto:

vii. The Contractor has already agreed with the Bank to implement and execute the Project in full on the basis of the contract documents as hereinafter defined on the terms and conditions therein contained;

viii. The parties are now executing this Agreement setting out the basic terms of the agreement between them for smooth implementation and execution of the Project without any unnecessary difference or dispute.

NOW IT IS HEREBY AGREED as follows:

1.a The Contract Document is comprising of

i. This Agreement
ii. Purchased order issued dt_____.
iii. Technical & Commercial Bid along with annexure
iv. Tender/RFP.

1.b If there is any ambiguity between any clause in this Agreement and any clause in any of the Appendices /Annexures 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.c Unless otherwise expressly provided under these presents, contract documents (i) to (iv) 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.d Unless otherwise stated expressly hereunder, all the general and special terms and conditions shall apply and binding on the contractor.

2. The Contract Document is complimentary. What is called for in any one shall be as binding as called for by all. The aforesaid shall form integral part of contract and in the event of any inconsistency between any provisions herein the provisions of the Contract Documents shall prevail. When any of the General and Special Conditions are at variance, the condition stipulated in the Special Conditions of Contract shall supersede relevant provisions in General Conditions. For all matters not specifically provided for herein the provisions of General and Special Conditions in the Tender Documents shall apply and the rights and liabilities of the parties shall be decided accordingly. The decision of the Bank in this regard shall be final and binding.

3. All time limits stated in the Contract Document are of the essence of the contract where the work has to be completed within 2 months failing which liquidated damages will be recovered @ 1% of contract amount for per week of delay subject to maximum recovery of 10% of the contract amount.

4. For the consideration hereinafter mentioned, the Contractor shall carry out and complete the Works in conformity with the contract documents and in accordance with the instructions issued by the Consultant/Bank from time to time including all modifications extra and additional works and obligations to be carried out either on the Site or at any factory or work shop or any other place for subsequent incorporation as required for the due performance of the contract.

5. The general character and the scope of the Works is illustrated and defined by the specifications and the bills of quantities herewith attached and by the signed drawings. The scope includes furnishing all materials, labour, tools, equipment and management necessary for and incidental to the construction and completion of the Works. If the Contractor shall find any discrepancy in or divergence between the contract drawings and/or the contract bills he shall immediately give to the Consultant/Bank a written notice specifying the discrepancy or divergence and the Consultant/Bank shall issue instructions in regard thereto which shall be complied with by the Contractor.

6. INTENT

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

7. **EXTENT**

The Contractor shall carry out and complete the Works in every respect in accordance with this contract and with the directions of and to the reasonable satisfaction of the Consultant/Bank. The Consultant/Bank details and/or written instructions, drawings if required and written explanations whole of which are collectively referred to as Consultant/Banks' instructions. All such details and instructions shall be consistent with the Contract Document true developments thereof as reasonably inferable there from.

8. TYPE OF CONTRACT

The Contract is an item rate contract. The Contractor shall be paid for the actual quantity of Work done, as measured at Site, at the rates quoted by him in the Contract Bills. The contractor has

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 and Bill of Quantities or part thereof.

9. CONTRACTORS COVENANTS

i. The Tender form conditions, priced schedule of quantities, contract drawings and General and Special Conditions of Contract, specifications, Drawings, priced Bill of Quantities, Schedule of Rates and Prices, if any, Tender, pre-contract correspondence, Letter of Intent/Acceptance, Work order, shall be read and construed as forming part of this agreement and the Contractor shall abide by and submit themselves to all the conditions and stipulations contained therein; which are not specifically incorporated herein;

ii. The Contractor shall obtain necessary permissions/ certificates/ order from the Competent Authority in respect of workmen employed by them for the repairing works 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 completed.

v. In the event of any discrepancy between the details and/or description given in the Bill of Quantities and the Technical Specifications, such item shall be deemed to have been priced in accordance with the details and/or description confirming to the most superior provisions contained in any of the following :-

   a) Bill of Quantities
   b) Drawings
   c) Technical Specifications

vi. It shall be understood that the details and/or description not specifically mentioned in the Bill of Quantities and/or the drawing shall be the same as those mentioned in the Technical Specification. Any further interpretation of above Clause shall be at the discretion of the Consultant/Banks, 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 repairing works, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for specification of the Permanent Works/Temporary works prepared by the Consultant/ Bank.

ix. The Contractor shall promptly inform the Consultant/Bank of any error, omission, fault and other defects specifications for the Works, which are discovered while reviewing the Contract Documents or in the process of execution of the Works at least two weeks in advance.

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/Bank signing any forms or applications that may be necessary.

10. The Contractor shall comply with the provisions of all labour legislation including the requirements of

    a) The Payment of Wages Act
    b) Workmen's Compensation Act
    c) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
    d) Apprentices Act 1961
    e) Minimum Wages Act

11. 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.

12. <u>GENERAL CONDITIONS</u>

i. The schedule of Quantities given in the Bill of Quantity & Specifications in Commercial Bid are provisional and are 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 other than any adjustments on account of statutory rise or fall in the cost of labour and/or material or any other matters affecting the cost of execution of Works, or price variation adjustment formula if provided.

13. Notwithstanding anything contained elsewhere in any of the clauses of the tender, the prices/rates quoted for each item/Work in the Bills of Quantities shall be deemed to be inclusive of all direct and indirect costs, GST, duties and other taxes 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.

14. **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/Bank and payment shall be made within three months from the date of receipt of final Certificate from the Consultant/Bank.

15. <u>INSURANCE</u>

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 expected risks stated in contract clause of the General Conditions for which the Contractor is to be held responsible under the terms of the Contract so as to cover the Bank and the Contractor during the period beginning with commencement of the Works until the date stated in the Certificate of Completion for the whole of the Works.

iii. Against any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purposes of completing the outstanding Work during the Defects Liability period pursuant to the Undertaking given at the time of applying for the issue of Certificate of Completion.

iv. against any loss or damage occasioned by the Contractor in the course of any operations carried out by him for rectifying any defect in perfection or fault appearing during the progress of the Work or during the Defects Liability Period.

v. Against any loss or damage occasioned by the Contractor in the course of any operations carried out by him for searching the cause of any defect, imperfection or fault appearing during the progress of the Works or during the Defects Liability Period.

vi. Against any liability for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the sub-Contractor provided the sub-contractors shall not have insured against such contingency. (Insurance against accident etc. to workman)

vii. Unless otherwise instructed the Contractor shall insure the Works and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood.

viii. The Contractor shall maintain Contractors' all risks insurance policy covering loss, damage, theft, burglary etc. of all materials and equipments, temporary Works and the Work shall be insured for a total sum equal to the value of all such items plus 10% of such value.

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

16. 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.

16.1.1 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/Bank, such policy of insurance and the receipt for payment of the earlier premium and the current premium.

16.1.2 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/Bank when required, such policy of insurance and the receipt for the payment of the current premium, then in that event insurance under clause (vii) hereof by the Contractor shall not be necessary.

16.1.3 The Contractor shall provide for adequate cover to the Bank as per the provisions of Workmen Compensation Act.

16.1.4 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.

17 DEFECTS LIABILITY

17.1 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/Bank 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/Bank shall otherwise instruct, in which case the contract sum shall be adjusted accordingly) entirely at his own cost.

17.2 The Contractor shall make good at his own costs and to the satisfaction of the Consultant/Bank, all defects, shrinkages or small faults arising in the opinion of the consultant / engineer from Work or materials not being in accordance with the drawings or specifications or schedule of quantities or the instructions of the Engineer / consultant, which may appear within the "**Defects Liability Period of 12 months from the date of handing over completed site to the bank**" 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.

17.2.1 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.

17.2.2 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.

18 SPECIAL RISK

The Contractor shall not be liable for or in respect of any consequences arising out of any special risks viz external aggression, political issues, public strike etc. The responsibilities, rights and liabilities of the parties in such case shall be determined with respect to Conditions mentioned in General Conditions.

19 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 area 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/Bank.

20 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

20.1.1 All the Works specified and provided for in the specifications or which may he 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.

20.2 If required by the consultant /Engineer the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the consultant /Engineer at his own cost to prove that the materials etc., under test conform to the relevant I.S. Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc., shall have to be borne by the Contractor. No extra

payment on this account should in any case be entertained.

20.2.1 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/adjusted in bills from the contractor.

20.2.2 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, GST,other taxes and other charge 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.

20.2.3 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.

21 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.

22 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.

23 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 / bank may give other material to be used which will be subject to adjustment in purchase prices.

24 INSPECTION OF WORKS

24.1 All materials and workmanship shall be subject to inspection, examination and test at any and all times during execution of works. The Consultant/Bank may issue instructions requiring the Contractor to open up for inspection any Work covered up or to arrange for or carry out any test at any and all times.

24.2 The Consultant/Bank shall have the right to reject the defective material and workmanship or require its correction.

24.3 The test of any materials or goods (whether or not already incorporated in the Works) or of any executed Work, and the cost of such opening up or testing (together with the cost of making good in consequence thereof) shall be added to the contract sum unless provided for in the contract bills or unless the inspection or test shows that the Work, materials or goods are not in accordance with this contract.

24.3.1 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.

24.4 The Engineer may issue instructions requiring the dismissal from the Works of any person employed thereon.

24.5 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.

25 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 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.

26. PROTECTIVE MEASURES

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

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

The contractor shall provide necessary temporary enclosures 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.

27 NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS.

a. 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 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.

b. 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.

c. The contract shall obtain necessary permission/approval for local authority for temporary utilizing the public place /pavement/govt land and also bear the charges for the same.

28 ASSIGNMENT AND SUB-LETTING

a. The whole of the Works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Bank and no subletting shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the Work during their progress.

b. The Contractor shall not assign the Contract or any benefit or interest therein or there under, otherwise than by a charge in favour of the Contractor's bankers of any monies due or to become due under this Contract, without the prior written consent of the Bank.

c. The Contractor shall not sub-let the whole of the Works except where otherwise provided by the contract, the Contractor shall not sublet any part of the Works without the prior written consent of the Engineer, which shall not be unreasonably withheld, and such consent, if given shall not relive the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Provided always that the provision of labour on a piecework basis shall not be deemed to be a subletting under this clause. The Contractor shall co-ordinate and shall be responsible for all aspects of his sub-contractor(s) without being relieved of any of his obligation under the contract.

d. If, the contracting agencies are violating the tender terms and sub-let the work without bank's consent and the same is brought to the notice of the Bank, the Bank will be entitled to recover from outstanding dues/bills to the extent of 10% cost of such works as penalty besides initiating measures as provided in contract.

29. 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.

30. 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.

31. 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 Contactor will not be paid any compensation on this account.

32. Shall keep the Site reasonably free from unnecessary store of tools/equipments, 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.

33. <u>Default of Contractor</u>

33.1 If the Contractor:

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

ii. shall make an assignment or a composition for the benefit of the greater part, in number of 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 has failed to execute Works in accordance with the contract, or is persistently or flagrantly neglecting to carry out his obligations under the contract or as to the detriment of good workmanship or in defiance of the Consultant / Engineer's instructions to the contrary, sublet any part of the contract then and in any of the said cases the Bank may notwithstanding previous waiver

a) determine the contract by after giving 14 days notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the Works subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor)

b) further the Bank or his agent, or servants, may enter upon the Site and take possession of the Work and all Constructional Plant, amenities, unused materials, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads reserved for the execution of the Works and

- sell the same as his own property or
- may employ the same by means of his own servants and workmen in carrying on and completing the Works or
- by employing any other Contractors or other persons or person to complete the Works, and the Contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other Contractors or other persons or person employed from completing and finishing or using the materials and plants for the Works when the Works shall be completed, or as soon thereafter as conveniently may be, the Bank shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt by him the Bank may sell the same by Public Auction and shall give credit to the Contractor for the amount so realized.

33.2 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.

33.3 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.

33.4 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.

34 DEFAULT OF THE BANK

34.1 The Contractor may, if –

a. The Bank does not pay to the Contractor for reasons not attributed to the amount due on any certificate within six weeks from the receipt of Certificate from the Consultant honouring certificates named in the appendix to these conditions and continues such default for 7 days after receipt by registered post or recorded delivery of a notice from the Contractor stating that notice of determination under this condition will be served if payment is not made within 7 days from receipt thereof; or

b. The Bank becomes bankrupt or makes a composition or arrangement with his creditors or has a winding up order or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking is duly appointed, or possession is taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge,

c. if the Bank gives a formal notice of his inability to meet his contractual obligations after giving 14 days prior written notice by registered post or recorded delivery to the Bank with a copy to the Consultant / Engineer terminate the employment of the Contractor PROVIDED that such notice shall not be given unreasonably or vexatiously.

34.2. Upon the expiry of 14 days notice referred to herein, the Contractor shall with all reasonable dispatch remove from the site all constructional plant brought by him thereon.

34.3 Upon such determination for default, without prejudice to the accrued rights or remedies of either party or to any liability which may accrue either before the Contractor or any sub-contractors shall have removed his temporary buildings, plant, tools, equipment, goods or materials or by reason of his or their so removing the same, the respective rights and liabilities of the Contractor and the Bank shall be as follows, that is to say:

a. The Contractor shall with all reasonable dispatch and in such manner and with such precautions as will prevent injury, death or damage of the classes in respect of which before the date of determination he was liable to indemnify the Bank

remove from the site all his temporary buildings, plant, tools, equipment, goods and materials and shall give facilities for his sub-contractors to do the same;

b. After taking into account amounts previously paid under this contract the Contractor shall be paid by the Bank for;

- The legitimate total value of Work completed at the date of determination;
- The total value of Work begun and executed but not completed at the date of determination, the value being ascertained if such Work were a variation required by the Consultant / Engineer;
- The cost of materials or goods properly ordered for the Works for which the Contractor shall have paid or for which the Contractor is legally bound to pay, and on such payment by the Bank any materials or goods so paid for shall become property of the Bank;
- And in addition the amounts payable in respect of any preliminary item, so far as the work or service comprised therein has been carried out or performed and a proper proportion as certified by the Consultant / Engineer of any such item, work or service comprised in which has been partially carried out or performed.
- A sum certified by the Bank being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works in so far as such expenditure shall not have been covered by the payments made under this clause.

Provided always that against any payment due from the Bank under this sub-clause, the Bank shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of tools/equipments/materials and any other sums which at the date of termination were recoverable by the Bank from the Contractor under the terms of the Contract. The Bank shall also return all Bank Guarantees and Retention after proper accounts have been settled between the Contractor and the Bank.

Provided that in addition to all other remedies the Contractor upon such determination take possession of and shall have a lien upon all unfixed goods and materials, which may have become the property of the Bank until payment of all monies due to the Contractor from the Bank.

34.4 If a war or other circumstances outside the control of both the parties, arises after the Contract is made, so that either party is prevented from fulfilling his contractual obligations, or under the law governing the Contract, the parties are released from further performance, then the sum payable by the Bank to the Contractor in respect of the Work executed shall be the same as that which would have been payable under Clause 33 hereof as if the Contract had been terminated under the provisions of Clause 33 hereof. Performance of obligations becoming more onerous shall not be consider as a cause for "Frustration".

35. NOTICES

35.1.1 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.

35.1.2 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.

35.1.3 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.

36 ARBITRATION

36.1.2 Wherever, in any of the documents forming part of the Contract, the Consultant / Bank 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.

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

36.1.4 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.

36.1.5 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.

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

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

36.1.8 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.

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

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

36.1.11 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:

i. This Agreement
ii. Purchase order issued dt_____
iii. Technical & Commercial Bid along with Annexure.
iv. Tender/RFP.

GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS

1) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

2) The Tender Form must be filled in English and all entries must be made by the hand and written in ink, if any of the documents is missing, or unsigned, the Tender may be considered invalid by the Bank in its discretion.

3) 50% of retention money and initial security deposit will be returned against submission of Bank Guarantee valid for a period of 12 months of Defect Liability Period and after I) issue of virtual completion certificate by the Consultant of the work. II) Contractor's removal of his material, equipments, labour force, temporary sheds / stores, etc. from the site (excepting for small presence required, if any, for defect liability period and approval by the bank)

   Balance 50% of retention money and security deposit shall be released to the contractor fourteen days after the end of completion of defect liability period provided he has satisfactorily carried out all the works and attended to all the defects in accordance with the conditions of contract including site clearance.

4) He shall not sub-let any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the contractor rescinding the contractor whereupon the Security Deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the contractor. Central Govt. / State Govt. organization will not be allowed to sublet the work on back to back basis.

5) The contractor shall carry out of all the work strictly in accordance with, details and instructions of the Architect, Consultant/Bank and the Bank. If in the opinion of the Architect, Consultant/Bank or the Bank, changes have to be made in the design and with the prior approval in writing of the Bank, they desire the contractor to carry out the same, the contractors shall carry out the same without any extra charge. The Bank's decision in such cases shall be final and shall not be open to arbitration.

6) A Schedule of probable quantities in respect of each work and specifications accompany these special conditions. The Schedule of probable quantities is liable to alteration by omission, deductions or additions at the discretion of the Architect/ Bank. No claim will be entertained from the contractor on account of loss of profit over revising the tender rates.

7) The Tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of filling of Tender and for entering into a contract and must examine the specifications inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matter pertaining thereto. No compensation will be paid on account of not getting proper information.

8) The rates quoted in the Tender shall be inclusive of all charges for clearing/preparing the site before commencement as well as after completion, water, electrical consumption, meters, double-scaffolding, centering, boxing, staging, planking, timbering and pumping out water, including bailing, planking, timbering, storage sheds, watching and lighting by night as well as day, including Sundays and Holidays, temporary plumbing and electric supply, protection of the

public and safety of adjacent roads, streets, open pavements, walls, houses, buildings and all other erections, matters or things and the contractor shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring, etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of the work and to the satisfaction of the Bank / Consultant.

9) Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the contractor and its shall be reckoned from the 10 days after acceptance of order to commence the work or the date of handing over the site to the contractor whichever is later. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the contractor fails to complete the work within the specified period i.e. 4 months, he shall be liable to pay compensation as defined in the conditions of contract.

10) The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the case of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades if the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purposes or for the other reasons whatsoever and the Bank shall not be liable for any claim in respect thereof. The Bank does not accept liability for any sum besides the Tender amount, subject to such variations as are provided for herein.

11) The successful Tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Architect / consultant with the prior consent in writing of the Bank.

12) The successful Tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Architects / Consultant.

13) The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Architect / Consultant and also in compliance of the requirements of the Authorities concerned and no deviation on any account will be permitted.

14) (i) The rates quoted in the Schedule rates also include the expenditure for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water including obtaining Municipal connection for his labour as well as for construction purpose and all charges shall be borne by him. If Municipal water connection is not available and should it become necessary for the contractor to drill a bore well for obtaining water for construction purposes or to bring water from outside by Tankers, The Bank shall not be liable to pay any charges in connection therewith.

(ii) The rates quoted in the Tender shall also include Electric consumption charges for Power. If no power is available at site, the contractor shall have to make his own arrangement to obtain electric power connection and maintain at his own cost an efficient service of electric light and power and shall pay for the electricity consumed.

(iii) For water and power, the contractor to whom the work is allotted shall maintain the same in good working conditions.

(iv)Contractor for other trades appointed by the Bank shall also be allowed to use water and power available by fixing reasonable charges mutually agreed.

(v) Any dispute regarding payment for water and power charges by the other contractor and or by subsidiary agencies appointed by the Bank to the contractor, who has obtained the temporary connections and allowed sub–connections, will be settled by the Bank / Consultant and the decision taken by the Bank / Consultant shall be final and shall be that of the contractor.

(vi) The Bank as well as the Consultant/Bank shall give all possible assistance to the Contractor to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same shall be that of the contractor.

(vii) If no such facility is available at the site of work and if available found inadequate, it shall be the responsibility of the contractor to make his own arrangement for obtaining water and power at his cost.

15) The contractor will have to obtain completion / clearance certificate in respect of services such as water supply, sewerage, etc. The contractor will also obtain permanent water connection for the entire project. The Bank will pay necessary fee to be made to Govt. authorities.

16) The Contractor shall strictly comply with provision of safety code annexed hereto.

17) The contractor shall indemnify Union Bank of India, against any claim or legal action arising out of the said Act due to the failure of non-compliance of the provisions of the said Act and the penalty or any other amount levied by the authorities, shall be recoverable from the payments due to the contractors.

18) The Contractor shall comply with the provision of the Apprentices Act,1961, and the Rules and Orders issued there under from time to time. Failure to do so will be in a breach of the contract and the Architect / consultant and the Bank may in their discretion cancel the contract. The contractor shall also be liable for any pecuniary or other liabilities arising on account of any violation by him of the provisions of the Act.

19) The Security Deposit of the successful Tender will be forfeited if he fails to comply with any of the conditions of the contract.

20) The contractor shall be responsible for the observance of all Central Rules and Regulation framed by the Central Government under the Contract Labour (Regulation and Abolition) Act,1970. The Bank shall be entitled to deduct all damages, which it might suffer on account of non-observance of these rules by the Contractor, from the amount payable to the Contractor.

21) Contractors are not allowed to remove materials brought at Site against which advances have been paid.

22) The Contractor is to provide at all times during the progress of the works and the maintenance period / defect liability period proper means of access, with ladders, gangways, etc., and the necessary attendance to move and adopt as directed for

the inspection or measurement of the works by the Consultant/Bank or their representatives.

23) Materials shall be of approved quality and the best of their kind available and shall generally conform to I.S. Specifications. The Contractor shall order all the materials required for the execution of work as early as necessary and ensure that such materials are on site well ahead or requirement for use in the work. The work involved calls for approved standard of workmanship combined with speed and to the entire satisfaction of the Architect/ consultant. All the material shall be approved by the Consultant / Bank before use. Contractor to arrange samples well in time.

24) The Contractors shall after completion of the work clear the Site of all debris and left over materials at his own expenses to the entire satisfaction of the Bank / Consultant and Municipal or other public authorities.

25) The contractor herewith agrees that in respect of inspection of works by the Chief Technical Examiner of the works, wing of Central Vigilance Commission and the bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the bills and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract of any work claimed by him to have been done by him under the contract and found not to have been executed or any work is found not to have been executed in accordance with the contract, the contractor shall be liable to refund the amount of over payment made already and it shall be lawful for the bank to recover the same from him in any manner the bank deems fit either from any payments due and / or becoming due to the contractor or from the security deposit or retention money or through any further bills and / or final bill or in any other manner whatsoever not excluding through recourse to legal action. The certification of bills / measurements by consultant / Architect and Engineer will be scrutinized by the Bank's Central Office / Audit / Vigilance and any deficiency will be corrected accordingly. Contractor cannot insist for payment just because it is signed by consultant / architect / engineer. The contractor herewith agrees to co-operate with the Bank / Consultant while such examinations of works and redo the things without any extra cost to the Bank. It is essential and agreed condition of the contract that any such action taken by the bank shall deemed to be the fully legal and valid and binding on the contractor.

26) Contractors are requested to note that no extra item or deviated item of work to be executed without taking prior permission, the Bank shall not be held responsible for the payment of such works executed. Contractors will have to submit all the particulars including purchase bills/price list for the materials along with the rate analysis for verification of item rates.

27) If it is observed the existing compound wall, gates railings are damaged then the contractors will have to make good the same at their own cost.

28) If contractors fail to pay the taxes/royalties to the Authorities concerned, the bank reserve their rights to recover the said amount from the amount payable to the contractor and pay the same to the Authorities concerned.

29) Work is to be executed & measurements are to be paid as per the detail specification & description of item given in the Standard Specification Book except for the items which are specifically mentioned in the tender for which the details

of item and mode of measurements to be followed as indicated separately in the conditions of contractors.

30) If there are any contracting clauses mentioned in the tender, the interpretation of the same will be done by the Architect / consultant. However, the decision of the Bank will be final and binding.

31) After awarding the work, contractor shall get registered with the office of the Labour commissioner and inform Bank accordingly. Contractors shall follow all rules and regulations stipulated by the Labour Commissioner strictly.

32) Contractors shall quote consistent rates for the items of similar nature or analogous in specifications for the sections in schedule of quantities. If it is observed that the rates quoted for similar nature of items or analogous in specification under different sections, are inconsistent, then the Bank reserves his right to consider the lowest of rates for all such items and work out the final amount for payment, unless the competent authority finds that there is justifications for such inconsistent rates.

33) The contractor shall give a list of his relatives working with the bank along with their designations and addresses.

34) No employee of the bank is allowed to work as a contractor for a period of two years of his retirement from bank service, without the previous permission of the bank. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the bank as aforesaid before submission of the tender or engagement in the contractor's service.

GENERAL CONDITIONS OF CONTRACT

1. Definition of terms / interpretation:

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

(a) "Bank" shall mean "Union Bank of India, Government of India undertaking" having Central Office at 239, Vidhan Bhawan Marg, Nariman Point, Mumbai – 400 0021 and any of its employees representatives authorized on their behalf.

(b) "Contractors" (in case of partnership) shall mean……and ……trading as partners in the name and style of …….and shall include partners for the time being of the said firm and the legal representatives of a deceased partner.

"Contractors" (in case of individuals) shall mean…….and ……trading in the name and style of …….and shall include his / their heirs, legal representative assigns or successors.

"Contractors" (in case of company) shall mean……a company incorporated under ……20…….and having its registered office at ……and shall include its successors and assigns.

(c) "Site" shall mean "Work Place located at Bank's Staff Training Centre,16/A Jagamara, Bhubaneswar include any building and erections thereon and any other land (inclusively), as aforesaid, allotted by the Bank for the contractor's use.

(e) Engineer/Architect: The Engineer/Architect appointed by the Bank for the management of the project.

(g) "The works" shall mean the work or works to be executed or done under this contract.

(h) "This Contract" shall mean Articles of Agreement, the special conditions, the general conditions of contract, the appendix, the schedule of quantities and specifications, attached hereto and duly signed.

(i) "Notice in writing" or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received), by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.

(j) "Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any amending such original.

(k) "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.

(l) "Priced Scheduled of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

(m) "Net Prices" If in arriving at the contract amount, the contractor shall have added to or deducted from the total of the items in the Tender any sum either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted of the sum so added or deducted by the contractor the amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

2. SCOPE OF WORK:

The scope of work consists of The scope of works consists of breaking /removing damaged boundary wall, super structure at many places, plaster, drainage , patch plastering works, repairing of boundary, super structure, chhajja, drainage concrete area, and painting work at our centre .Damaged plaster, patch plastering works, repairing concrete area, finishing layers at top surface, micro-concreting, centering & shuttering, in-filling/sealing joints, chemical treatment over exposed steel reinforcement, bond coat, polymer mortar, polybond, chemicals, dash coat, cement plaster, exterior grade emulsion paints, enamel paints, repairing of windows, etc.The work contemplated under this contract includes Civil, Sanitary &painting work for the aforesaid project, all as detailed in the Bill of Quantities, specifications and Drawings. It also includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction 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

.

3. CONTRACTOR'S RESPONSIBILITY

The Contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of Consultant /Bank. The Consultant/Bank may in his absolute discretion and in consultation with the Bank (with prior approval from the Bank) and from time to time issue drawings and/or written instruction, details directions and explanations which are hereafter collectively referred to as "Consultant /Bank's Instruction".

In regard to:-

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

g. The amending and making good of any defects under clauses 19 hereof and those arising during the maintenance / defect liability period.

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

4. VISIT TO SITE

The contractor shall visit the site and make him thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport, etc. for proper execution of work as indicated in the specifications. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Bank or Consultant/Bank might be deemed to have reasonably been inferred to be so existing before commencement of work.

5. AGREEMENT

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

6. PERMITS AND LICENSES

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

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

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

7. GOVERNMENT AND LOCAL RULES

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

the Bank against such liabilities and shall defend all actions arising from such claims or liabilities.

8. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the Bank reserves the right to execute only a part or the whole or any excess thereof without assigning any reason there for.

9. VARIATIONS TO BE APPROVED BY THE BANK / CONSULTANT

Notwithstanding anything herein contained, the Consultant/Bank or his representative shall not, without prior concurrence in writing of the Bank, issue any instructions, verbal or in writing. The contractor shall submit through the Consultant/Bank, a statement of variations giving rise quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by the Bank shall form a supplementary tender. The Bank shall not be liable for payment of such variations until these statements are sanctioned by the bank.

10. DRAWINGS AND SCHEDULE OF QUANTITIES AND AGREEMENT.

The contractor on the signing hereof shall be furnished by the Consultant/Bank free of cost one copy of the agreement including tender document, specifications, bill of quantities and also one copy of drawings if issued during the progress of the works. The contractor shall keep one copy of tender document at the work site and the Consultant / Bank or their representatives shall at all reasonable times have access to the same.

11. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

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

(i) The rates quoted against individual items will be inclusive of everything necessary to complete the said items work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and /or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.

(ii) The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall take

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

(iii) The Contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract, and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the Bank shall otherwise direct.

(iv) The contractor shall at all times give access to workers employed by the Bank or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the Bank as any be required to enable such workman to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above-mentioned contingent works.

12. AUTHORITIES NOTICES AND PATENTS

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

The contractor shall bring to the attention of the Consultant / bank all notices required by the said Acts, regulations or bye-law to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the said work, and lodge the receipt with the Consultant / Bank.
The contractor shall indemnify the Bank against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Bank saved harmless and indemnified in all respects from such actions, costs and expenses.

13. CLEARING SITE AND SETTING OUT WORKS

The site shall be cleared of all obstructions, loose stone, and material rubbish of all kind. All holes or hollows either originally existing or produced by removal of loose stone or material shall be carefully filled up with earth, well rammed and leveled off as directed at his own cost. The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, dimensions, levels and the alignment of all the parts thereof. If at any time any error in this respect shall appear during the progress of any part of work or within the period of one year from the completion of the works, the contractor shall at his own expenses rectify such error to the satisfaction of the Consultant / Bank.

14. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

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

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

15. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS:

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

The contractor shall have to carry out test on materials and workmanship in approved materials testing laboratories or as prescribed by the Bank / Consultant at own cost to prove the materials quality and test sample, confirm to the relevant I.S. Standard or as specified in the specifications. No extra payment on this account should in any case be entertained.

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

16. INCLEMENT WEATHER

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

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

special tradesmen or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

17. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTIONS:

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

18. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON THE WORKS.

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

a) an experienced graduate Civil Engineers (1 Nos.) as required who shall be in constantly attendance at work while the men are at work. Any directions, explanations, instructions, or notices given by the Bank / Consultant to such representative shall be held to be given to the contractor.

For non-compliance an amount of Rs. 25000.00 pm / per Engineer shall be deducted from the contractor for the period required engineers are not provided. However, deduction of payment shall not exonerate contractor for his responsibility for executing quality work.

19. DEPLOYMENT OF LABOURS

No labourer below the age of eighteen years shall be employed on the work.

Any labourer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Bank or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirement of

a) The payment of Wages Act
b) Workmen's Compensation Act
c) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
d) ESIC, Minimum Wages Etc

20. FACILITIES TO BE PROVIDED TO WORKERS

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Bank regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times

for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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

21. DISMISSAL OF WORKMEN

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

22. ACCESS TO WORK

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

23. ASSIGNMENT / SUB-LETTING

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

24. VARIATIONS

No alterations, omissions or variations shall vitiate this contract, but in case the Architect thinks proper at any time during, the progress of the works to make any alterations in, or additions to or omissions from, the work or any alteration in the kind or quality of materials to be use therein and shall give notice thereof in writing under his hand to the contractor, the contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviations from any of the provisions of the contract, stipulation specifications or contract drawings without the previous consent in writing of the

consultant /Architect / bank and the values of such extras, alternations, additions or omissions shall in all cases be determine by the Consultant/Bank with the prior approval in writing of the Bank in accordance with the provision of the Clause hereof, and the same shall be added to, or deducted form the contract amount, as the case may be accordingly.

25. SCHEDULE OF QUANTITIES

The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of quantity measurement.

Any error in description or in quantity or in omission of items from the Schedule of quantities shall not vitiate this contract but shall rectified and the value thereof shall be added to or deducted, from the contract amount (as the case may be), provided that no rectification of errors, if any, shall be allowed in the contractor's Schedule of rates.

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of this tender for the works and the prices stated in the Schedule or quantities and or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion of works.

The quantities of work may vary to any extent or may be omitted, the contractor cannot claim loss of profit / overhead on this account.

26. MEASUREMENT OF WORKS

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

(ii) The Engineer will take measurement of the work jointly with the contractor and enter the same in measurement books. Based on these measurements the contractor will raise the bill as per the prescribed format. Consultant/Bank to verify the bill/measurement and issue certificate stating that the work completed is as per the specifications and the measurement claimed for the works, are actually executed at site. This certificate shall be issued within 7 days after bill submission by the Contractor. The bank has to release bill amount within 10 days. If for some reason checking of the bill / measurement is not completed, 75% of the bill amount atleast shall be released within 10 days and the balance within 30 days.

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

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

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

(vi) Measurements shall be recorded as per IS 1200 mode measurement and in metric system. Measurement shall be recorded in 100 pages bounded measurement book to be supplied by Union Bank of India. Such measurement shall be recorded by the Engineer or Bank's officer and not by contractor. M.B. shall be kept in the custody of the consultant / Bank.

27. PROCEDURE FOR MEASUREMENT AND BILLING OF WORK IN PROGRESS:

a. Advance against materials brought at Site:

Contractor may be allowed Secured advance on security for materials brought to site for execution on contracted item of work to the extent of 75% of the value of the materials provided that the materials of the imperishable nature is safeguarded against losses due to the contractor postponing execution of the work or to the storage or misuse the materials and against the expenses entitled for their proper watch and safe custody. Recoveries of advances so made would be from running bills. The secured advance may be given against the following materials brought to the site and stored properly.

i) Cement
ii) Steel
(iii) Wood
(iv) Plumbing / Sanitary / Pipes and fittings.
(v) Electrical items (one time only)
(vi) Any other item of non-perishable nature and as decided by the Bank

The Contractors will have to submit the bills for the materials purchased, in triplicate, to verify the cost of the materials purchased and brought at Site.

No advances against perishable materials purchased and brought at Site will be made.

The Contractors will have to keep the materials at Site under their safe custody and at their risk and cost.

The Bank is not responsible for damages and losses of such materials brought at site.

The contractor to submit undertaking marking lien on the material brought at site against which bank has granted advance payment.

b. Running Account Payments to be regarded as Advances:

All running account payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and accepted and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or effect in any way the powers of the bank / Consultant/Bank under these conditions or any of them as to the powers of the

bank / consultant under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary/affect the contract. The final bill shall be submitted by the contractor within two months of the date fixed for completion of the work, otherwise the Consultant / Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties. The Contractor shall submit " No further claim certificate " along with the final bill.

28. COMPLETION CERTIFICATE

(i) APPLICATION FOR COMPLETION CERTIFICATE

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

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

(ii) Completion Certificate

Within one month of the completion of the work in all respects, the Contractor shall be furnished with a certificate by the Consultant / Engineer-In-Charge of such completion but no certificate shall be given nor shall the work be deemed to have been completed until all scaffolding, surplus materials and rubbish is cleared of the site completely. The work will not be considered as complete and taken over by the Bank, until all the temporary works, labour and staff colonies etc., constructed, are removed and the works site cleared / cleaned to the satisfaction of the Consultant / Engineer.

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

(iii) CERTIFICATE

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

(Rs. …….……)

SITE ENGINEER / CONSULTANTDATE

The above certification shall be endorsed in the relevant Measurement Books also by the Consultant/Bank.

iv. FORMAT FOR RUNNING BILL

ON LETTER HEAD OF CONTRACTOR

Running Bill No. …….

Tender Amount		Rs. ……
Value of work done		Rs. ……
Less rebate	(-)	Rs. ……
Net Value of work done		Rs. ……
Extra variation items after settlement @100%		Rs. ……
Extra variation items without settlement @75%		Rs. ……
Total		
Add : Cost of material on site @ 75%		Rs. ……
Total payable		Rs. ……

Deductions

1.	Retention money	Rs. ……
2.	Recovery of advance if any	Rs. ……
3.	Income-tax	Rs. ……
4.	Any other	Rs. ……
5.	Total bill paid till last bill	Rs. ……
	Total deductions	Rs. ……
	Net payable	Rs. ……
	Amount certified for payment	Rs. ……

Note : This page shall be signed and stamped by the Site Engineer, Contractor and Project Architect.

v. FORMAT FOR SECURED ADVANCE

ACCOUNT OF SECURED ADVANCE IF ADMISSIBLE ON

MATERIALS HELD AT SITE BY THE CONTRACTOR

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

Date ……. ……..
Signature of Site Engineer
Preparing the bill.

Date ……. Signature of Bank's
Consultant/Banks

Date ……. Signature of the Contractor

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

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

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

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

Note :

1. If part rate is allowed for any item, it should be indicated with reasons for the allowing such a rate.

2. If adhoc payment is made, it should be mentioned specially.

3. Consumption of Cement/Steel statement has to be submitted along with each R.A. Bills.

vii. CEMENT CONSUMPTION STATEMENT

Code	**Description of item of work**	**Unit**	**Quantity of cement to be used per unit quantity of work (Bags)**
1	**2**	**3**	**4**
	Cement Concrete (Cast-in-Situ)		
1.	1:1.5:3 (1 Cement : 1.5 sand : 3 graded aggregate)	Cu.M.	8.00
2.	1:2:4 (1 Cement : 2 sand : 4 graded aggregate)	Cu.M.	6.40
3.	1:3:6 (1 Cement : 3 sand : 6 graded aggregate)	Cu.M.	4.40
4.	1:4:8 (1 Cement : 4 sand : 8 graded aggregate)	Cu.M.	3.40
			Burnt Brick Masonry
5.	In CM 1:3 (1 Cement : 3 mortar)	Cu.M.	2.56
6.	In CM 1:4 (1 Cement : 4 mortar)	Cu.M.	1.90
7.	In CM 1:6 (1 Cement : 6 mortar)	Cu.M.	1.25

	Half Brick Masonry		
8.	In CM 1:3 (1 Cement : 3 mortar)	100Sq.M.	18.46
9.	In CM 1:4 (1 Cement : 4 mortar)	100Sq.M.	21.28
	Random Rubble Masonry		
10.	In CM 1:6 (1 Cement : 6 mortar)	Cu.M.	1.70
	Course Rubble Masonry		
11.	In CM 1:6 (1 Cement : 6 mortar)	Cu.M.	1.50
	Flooring		
12.	40 mm thick in PCC (1:2:4)	Sq.M.	0.34
13.	18 mm thick in Skirting	Sq.M.	0.32
	Cement Plaster		
14.	12 mm thick in CM (1:3)	100Sq.M.	14.68
15.	12 mm thick in CM (1:4)	100Sq.M.	10.94
16.	15 mm thick in CM (1:4)	100Sq.M.	13.08
17.	15 mm thick in CM (1:6)	100Sq.M.	8.60
18.	20 mm thick in CM (1:4)	100Sq.M.	17.02
19.	20 mm thick in CM (1:6)	100Sq.M.	11.20
20.	6 mm thick in CM (1:3)	100Sq.M.	7.34
21.	6 mm thick in CM (1:4)	100Sq.M.	5.48

29. ENGINEER

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

30. DUTIES OF ENGINEER

i. To make a thorough study of contract documents, Architectural/Structural drawings and other details so as to bring out ambiguities/discrepancies between them and to obtain clarification from the Competent Authority well in time to avoid delays.
ii. To render a certificate to the Competent Authority to the effect that he has studied the contract documents, drawings and specifications.
iii. To ensure that the quality of materials and workmanship as laid down in the contract is maintained and the accuracy of dimension shown on drawings is attained in the construction.

iv. To arrange periodical reconciliation of cement and steel account and ensure that proper recoveries are effected from contractor's running account bills.

v. To maintain the undernoted records at the site of work, in addition to normal routine requirements of an office:

a. Daily Progress Record
b. Work Site Order Book.
c. Instruction by Bank's Officers.
d. Cement Statement (Receipt/Consumption/Balance).
e. Log Book of Defects.
f. The Site Engineer should maintain in a Hindrance Register giving details of commencement and removal of each hindrance.
g. Dismantled Materials Account Register.
h. Record of cement used/received: Day to day record of cement used/received shall be entered in the register and signed by the Site Engineer of the Bank as well as contractors representative at site.
i. Record of reinforcement bars received at site: Necessary entry for reinforcement bars of each category shall be made in the register for steel and signed by the site engineer of Bank and the contractor daily.

vi. To study the quality of approved coarse and fine aggregate and get the design of the concrete mix in accordance with modern practice. The Site Engineer shall ensure that the mix design for RCC work shall be carried out by the Architect/Structural Consultant, if applicable.

vii. To record measurements of completed work jointly with the Contractor and to process them in running account bills.

viii. To receive running account bills from the contractor and to forward them after checking, to the Competent Authority with his comments and recommendations and accompanied by all supporting documents.

ix. To submit to the Competent Authority the Progress Report fortnightly.

x. To watch that the concerned contract does not lapse for want of extension of time. Therefore, to keep it alive and in operation from point of consideration that "Time is the essence of contract".

xi. To ensure that progress on every contract is in accordance with the appropriate stage of its Time and Progress Chart.

xii. To prevent contractor from proceeding with any work on which the contractor has got intentions of raising claims of extra/deviated items, until the Competent Authority approves the work to continue.

xiii. To receive the Final Bill from the contractor, to check it, and forward it with his comments and recommendations to the Competent Authority with all the supporting documents duly attached.

xiv. To submit the final summary of costs for the project to the Competent Authority.

xv. To submit the Competent Authority authentic information on and the under noted records pertaining to the completed work in order

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

31. PRICES FOR EXTRAS ETC. ASCERTAINMENT OF NON-TENDER ITEMS

The contractor may, when authorized, and shall, when directed in written by the Architect / Consultant with the approval of the Bank, add to, omit from, or vary the works shown upon the drawings, or described in the specification or included in the schedule of quantities, but contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Architect / Consultant shall, if confirmed by them in written seven days, be deemed to have been given in writing.
Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

(a) (i) The net rates or prices in the original tender shall determine the valuations of the extra tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(ii) Rates for all items, wherever possible, should be derived out of the rates given in
the priced schedule of quantities.

(b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause C hereof.

(c) Where the extra works are not of similar character and /or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Architect the net rate or price contained in the priced schedule of quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the contractor or is by reason unreasonable or inapplicable, the Architect shall fix such other rate or price as in the circumstances he shall feel reasonable and proper, with the prior approval in writing of the Bank.

(d) Where extra work cannot be properly measured or valued the contractor shall be allowed days work prices as the priced schedule of quantities or, if not so stated, then in accordance with the local day work rates and wages for the district; provided that in either case vouchers specifying the daily time (and if required by the Architect, the workman's name) and materials employed to be delivered for verification to the Architect, or his representative at to the Architect or his representative at or before the end of the week following that in which the work has been executed.

Actual cost of materials ….. Rs.

Add for Labour charges …….. Rs.

Add for Taxes, Transportation, If any. …….. Rs.

Add for Wastage of Materials (Upper Limit 5% wherever applicable)…….. Rs.

Add for water and electricity Charges if any

required, upper limit 2% of basic cost of materials……..Rs.

Add for 10% towards contractor's overheads and profit…….Rs.

Final rate arrived. Rs

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

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

33. REMOVAL OF IMPROPER WORKS

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

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

34. DEFECTS AFTER COMPLETION

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

35. CONCEALED WORK:

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

36. CERTIFICATE OF VIRTUAL COMPLETION & DEFECTS LIABILITY PERIOD

The work shall not be considered as completed until the architect has certified in writing that they have been virtually completed. The defects Liability Period shall commence from the date indicated in the virtual completion certificate issued by the Architect.

37. NOMINATED SUB-CONTRACTORS

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

No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Architect and Contractor shall otherwise agree) who will not enter into a Contract providing:-

a. That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in respect of this contract.

b. That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any workmen's Compensation Act in force.

c. Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Consultant/Bank's Architect Certificates provided that before any certificate is issued, the contractor shall upon request furnish to the architect proof that all nominated Sub-Contractor's accounts included in the previous Certificate have been duly discharged; in default whereof the Bank may pay the same upon a Certificate or the Architect and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privacy of Contract as between Bank and Sub-Contractor.

38. OTHER PERSONS ENGAGED BY THE BANK

The Bank reserves the right to execute any part of the work included in this contract by other agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all co-operations in this regard.

39. INSURANCE

a. IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY

(i) The contractor shall be responsible for all injury to the work or to persons, animals or things, and for all damages to the structural and / or decorative part of the property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any of his / sub-contractor's employee, whether such damage/ injury arises from carelessness, accident or any other cause whatsoever in any way connected in the carrying out of this contract. This clause shall be held to include inter alias, any damage to buildings, whether immediately adjacent or otherwise, and any damage to the roads, streets, foot-paths, bridge or ways as well as damage caused to the building and work forming the subject of this contract by rain, wind or other inclement of the weather. The contractor shall indemnify the Bank and hold it harmless in respect of all and any expense arising from such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury and damage under any Act of any Legislature or otherwise and also in respect of any award of compensation or damage consequent upon such claims.

(ii) The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property or third parties.

(iii) The contractor shall indemnify the Bank against all claims which may be made against the Bank by any member of the Public or third party in respect of under the scope of tender which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with an approved office, a Policy of Insurance in the name of the Bank and the contractor against such risks and deposit such policies with the Bank from time to time during the currency of this contract. The contractor will also similarly indemnify the Bank of all claims which may be made upon the Bank whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, until the virtual completion of the contract, with an approved office, a Policy of Insurance in the joint name of the Bank and the Contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of the contract.

(iv) The contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person animal or property arising out of incidental or defective carry in out of this contract. He shall also indemnify the Bank in respect of any cost, charges or expenses arising out of claims or proceeding and also in respect of any award of composition and damages arising there from.

(v) The Bank shall be entitled to deduct the amount of any damage, compensation, cost, charges and expenses arising from or accruing from, or in respect of, any such claims or damage from any or all sums due or to become due to the contractor without prejudice to the Bank's other rights in respect thereof.

b. FIRE INSURANCE

(i) The Contractor shall, within fourteen days from the date of commencement of works, insure the works at his cost and keep them insured until the virtual completion of the contract, against loss or damage by fire and / or earthquake, flood with an office to be approved by the Architect in the joint name of the Bank

and the Contractor (the name of the former being placed first in the policy), for the contract amount only. The Contractor shall deposit the policy and receipts for the premium with the owner within 21days from the date of issue of work order, unless otherwise instructed by commencement of the works, unless otherwise instructed by the Architect. In default of the Contractor insuring as provided above, the Bank or the Architect on his behalf, may so insure the works and may deduct the premium paid from any money due or which may become due to the Contractor without prejudice to the other rights of the Bank in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or work reinstated by the Insurance office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the incident had not occurred and in all respects under the same conditions of the Contract. The contractor in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Bank / Architect deemed fit.

(ii) The amount so due as aforesaid shall be the total value of the works duly executed and of the contract materials and goods delivered upon the site for use in works upto and including a date not more than seven days prior to the date of the said Certificate less the amount to be retained by the Bank (as hereinafter provided) and less any installments previously paid under this clause. Provided that such Certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

c) The Contractors will have to take out following Insurance Policies:

1) Contractors All Risks Insurance Policy to cover-
Earthquake- Fire & Shock
Landslide/Rockslide/Subsidence.
Flood/Inundations.
Storm/Tempest/Hurricanes/Typhoon /Cyclone Collapse.
Theft/Burglary.
Damage to material brought at Site and to be subsequently used in the work.

2) Third party Insurance Policy
   a. For accidental loss or damage caused to the property of other persons.
   b. For fatal or non-fatal injury to any person other than insured own employees or work men of employees of the owner of the works any other construction work thereon, or member of the Insured's family or of any of the aforesaid; directly consequent upon of solely due to the construction of any property described in the Schedule.

3) Workmen's Compensation Insurance.

40. ACCOUNTS RECEIPTS & VOURCHERS:

The contractor shall, upon the demand made by bank furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the material he was required to use and that he actually used shall be deducted from his dues. The decision of the Bank shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

41. LIQUIDATED DAMAGES / DAMAGES FOR NON-COMPLETION

If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time and the Architect certifies in writing that in his opinion, the same ought reasonably to have been completed, the Contractor shall pay the Bank liquidated damages @ 1% of the contract amount per week of delay subject to maximum deduction of 10% of the contract amount.

42. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS

i) The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.

ii) The contractor shall provide at his own cost all artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specified time.

iv) The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights, etc. required.

v) The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences,.

vi) Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction and all receptacles, cisterns, water tanks, etc., used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Bank against any breach of rules in respect of anti-malarial measures.

vii) The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Bank.

43. PROTECTIVE MEASURES

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

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

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

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

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

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

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

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

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

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

44. DATE OF COMMENCEMENT & COMPLETION

The Contractor shall be allowed admittance to the Site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Architect / Consultant and he shall there upon and forthwith begin the works and shall regularly proceed with and complete the same (except the painting or other decorative works the Architect / Consultant may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provision for extension of time hereinafter contained.

45. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

(i) Time of completion: The entire work is to be completed in all respects within the stipulated period i.e. 2 months. The work shall deemed to be commenced within

10 days from the date of acceptance of work order or date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor. The work shall not be considered as complete until the Bank / Architects have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

(ii) Extension of time: If in the opinion of the Architect / Consultant the work has been delayed

(a) by force majeure; or
(b) by reason of any exceptionally inclement weather or
(c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise then through the Contractors own default or
(d) by the works or delay or the other Contractors or tradesmen engaged or nominated by the Bank or the Architect and not referred to in the Schedule of Quantities and/or specification or
(e) by reasons of the Architect's instructions as per clause 2 hereof or
(f) by reason of any combination of workmen or strike or lock-out affecting any of the building trades or
(g) in consequence of the Contractor not having received in due time necessary instructions from the Architect for which he shall specifically applied in writing or
(h) from other cause which the Bank may consider as beyond the control of the Contractor or
(i) In the event, the value of work exceed the value of the Priced Schedule of Quantities owing to variation, the architect may with the previous approval in writing of the Bank make a fair and reasonable extension of time for the completion of the Contract works.

In case of such strike or lockout, the Contractor shall as soon as give written notice thereof to the Architect / Consultant, but the Contractor nevertheless constantly use his endeavor to prevent delay and shall do all that may be reasonably required to the satisfaction of the Architect/Bank to proceed with the work and on his doing so that it will be ground of consideration by the Bank for an extension of time as above provided. The decision of the Bank as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the Bank shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the Bank were substituted for and the damage shall be deducted accordingly.

(iii) **PROGRESS OF WORK:** During the period of repairing works, the contractor shall maintain proportionate progress on the basis of a Bar Chart submitted by the contractor immediately before commencement of work and agreed to by the Bank / Architects. Contractor should also include planning for procurement of scare material well in advance and reflect the same in the Bar Chart so that there is no delay in completion of the project.

46. FAILURE BY CONTRACTOR TO COMPLY WITH ARCHITECT / CONSUSLTANT'S INSTRUCTION

If the Contractor after receipt of written notice form the Architect / Consultant requiring compliance within ten days fails to comply with such further drawings

and/or Architect's instructions, the Bank may employ and pay other persons to execute any such work whatsoever the may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank on the Certificate of the Architect / Consultant as a debt or may be deducted by him from any money due to the Contractor.

47. Idle labour:

Whatever the reasons may be no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would not be entertained under any circumstances.

48. Suspension:

If the contractor except on account of any legal restraint upon the Bank preventing the continuance of the work or in the opinion of the Bank shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Bank shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the Bank may proceed as provided in clause Termination of Contract by Bank.

49. TERMINATION OF CONTRACT BY THE BANK

a. The Bank, without prejudice to any other remedy for breach of Contract, id 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. If the termination is on account of failure of the successful bidder to perform the obligations under this RFP contract, the bank shall have the right to invoke the Bank Guarantee given by the selected bidder.

d. Thebank 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.**

- **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. Bank also reserves its right to invoke the Bank Guarantee to recover the loss. 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 non compliance 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.**

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

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

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

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

OR for the misconduct of Contractor or any of the persons engaged by him for the work

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

OR if the architect / consultant shall certify in writing to the Bank that the contractor:

i. Has abandoned the Contract, or

ii. Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Architect notice to proceed, or

iii. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

iv. Has failed to remove materials from the Site or to pull down and replace work within seven days after receiving from the architect written notice that the said materials or work were condemned and rejected by the Architect under these conditions or,

v. Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the contractor to observe or perform the same.

Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the Architect/Bank or obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the contract has not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor, And further, the Bank by his agent or servants may enter upon and take possession of the work and all plant, tools, scaffoldings, shed, machinery, steam and other power utensils and materials lying upon the premises or on the adjoining land or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by the employing any other contractor or person or persons to complete the works and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing or finishing or using the materials and plant for the work. When the work shall be completed or as soon as thereafter as convenient the Architect shall give a notice to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within the period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The architect shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount, which shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be and the certificate of the architect shall be final and conclusive between the parties.

50. Certificates & payments:

The Contractor shall be paid by the Bank from time to time by installments under Interim certificates to be issued to the Contractor on account of the works executed when in the opinion of the Bank's engineer, work to the approximate value named in the appendix as value of work for Interim Certificates (or less at the reasonable discretion of the Engineer has been executed in Accordance with this contract, subject, however, to a retention of the percentage of such value named in the appendix hereto as "retention percentage from Interim Certificate", until the total amount retained shall reach the named in the Appendix as "Total Retention Money", after which time the installments shall be upto the full value of the work subsequently so executed and fixed in the building. The Architect / Consultant/Bank may in his discretion include the Interim Certificate, such amount, as he may consider proper on accounts of material delivered upon the site by the contractor for use in the works. And when the works have been virtually completed and the Bank's Architect / Consultant shall have certified in writing that they have been completed, the contractor shall be paid by the Bank in accordance with the certificate to be issued by the Architect / Consultant the sum

of money named in the Appendix "Installment after virtual completion" being a part of the said Total Retention Money. And the contractor shall be entitled to the payment of the Final Balance in accordance with the Final Certificate to be issued in writing by the Bank's Architect at the expiration of the period referred to as "The Defects Liability Period" in the appendix hereto from the date of virtual completion, or as soon after the expiration of such period as the works shall be finally completed and all defects made good according to the true intent and meaning and hereof whichever shall last happen, provided always that the issue of the Bank's Architect / Consultant of any certificate during the progress of the works or at or after the completion shall not relieve the contractor from his liability under clause 34 nor relieve the Contractor from his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all the defects and insufficiencies in the works or materials which is a reasonable examination would not have disclosed. No certificate of the Architect shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract, neither will the contractors have a claim for any amounts which the Architect / Consultant might have certified in any interim bill and paid by the Bank and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.

The Bank's Architect / Consultant shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

The Bank's Architect / Consultant may by any certificate make any correction in any previous certificate, which shall have been issued by him.

No certificate of payment shall be issued by architect if the contractor fails to insure the works and keep them insured till the issue of Virtual completion certificate.

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 requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim nor shall it conclude determine or affect in any way the power of the Bank under these conditions or any of terms as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

51. EXCEPTED MATTERS / MATTERS TO BE FINALLY DECIDED BY THE BANK / ARCHITECT / CONSULTANT:

The decisions, opinion, direction, certificate (except for payment) with respect to all or any of the matters under this tender shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the architect or any refusal of the architect to give any of the same, shall be subject to the right of arbitration and review. The Architect has to give recommendations/ opinion in respect of interpreting the various clauses. However, the decision from the competent authority of the bank shall be final and binding.

52. SETTLEMENT OF DISPUTES BY ARBITRATION

Wherever, in any of the documents forming part of the Contract, the Consultant / Bank 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.

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

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

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

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

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

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

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

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

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

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

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

53. RIGHT OF TECHNICAL SCRUTINY OF FINAL BILL

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

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

54. BANK ENTITLED TO RECOVER COMPENSATION PAID TO WORKMEN:

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

55. ABANDONMENT OF WORKS:

If at any time after the acceptance of the Tender, the bank shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Architect / Bank shall give notice in writing to the contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which be might have derived from the execution of the whole works but which did not derived in consequence of the foreclosure of the whole or part of the work.

56. RETURN OF SURPLUS MATERIALS:

Notwithstanding anything to the contrary contained in any or all the clauses of this contract, where any material for the execution of the contract is procured with the assistance of the Bank by purchase made under orders or permits or licenses issued by the Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the prior written permission of the bank, if required by the Bank, at the price to be determined by the Architect having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of Sales Tax, Octroi Duty and other such levies paid by the contractor in

respect thereof. In event of the breach of the aforesaid condition, the contractor shall, in addition to being liable to action for contravention of the terms of license or permit and /or criminal breach of trust, be liable to Bank for all such moneys, advantage or profits resulting or which in the usual course would have resulted to him by reason of such breach.

57. RIGHTOF BANK TO TERMINATE CONTRACT IN THE EVENT OF DEATH OF CONTRACTOR IF INDIVIDUAL.

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

58. Office accommodation for Site Engineer.

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

59. Security arrangement at Site

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

The Bank is not responsible for any damages/mishandling/theft of the material from the site.

APPENDIX / MEMORANDUM TO CONDITIONS OF CONTRACT

Estimated cost	Rs.22.96 lac+GST
EMD	EMD shall be Rs.54600.00in form of Demand Draft / Pay Order/Bankers Cheque favouring Union Bank of India payable at Bhubaneswar.
Initial security deposit	The amount of ISD shall be 2% of the accepted value of the tender including EMD.
Date of commencement	10th day from the date of acceptance of work order OR date of handing over the site whichever is later.
Time for completion of work	As per time schedule given in tender document i.e. 4 months.
Retention money to be deducted from the bills.	8% of the certified gross value of each running bill, till accumulating total security deposit including ISD.
Total Security Deposit	10% of Contract amount / value of final bill whichever is maximum.
Defect Liability Period	Twelve months from the virtual completion. However, if all the works or more than one works awarded to one contractor the defects liability period will be reckoned from the date of virtual completion of last work.
Period of Final Measurement	2 months.
Liquidated damages	Shall be 1% of contact amount per week of delay subject to ceiling of 10% of the accepted contract amount.
Value of works for Interim Certificates	Value not less than Rs.10 lacs (Rs. Ten Lacs only) or as decided by the Bank.
Payment after completion	50% of total security deposit will be returned after (i) issue of virtual completion certificate by the Bank/project architect. (ii) Contractor's removal of his material, equipments, cleaning of site and against Bank Guarantee (for the final bill value of Rs.3.00 lac and above). Balance 50% of retention money shall be released 14 days after satisfactory completion of defect liability period as certified by the project Consultant/Bank.
Period for honouring interim certificate.	75% of the bill amount shall be honoured within 10 days after getting certificate from project architect and submitting to the bank. Balance 25% bill amount payable within 30 days after checking by the Bank.
Recovery towards taxes.	As per rules applicable from time to time.

SAFETY CODE

1. Scaffolds

i. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than ¼ to 1 (¼ horizontal and 1 vertical).

ii. Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail property bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

iii. Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.

iv. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m.

Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.

v. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall in no case, be less than 290 mm. for ladder up to and including 3 m. in length for longer ladders this width shall be increased at least 20 mm. for each additional meter of length.

vi. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

2. Other Safety Measure

vii. All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.

viii. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

3. Excavation for Trenching

ix. All trenches, 1.25 m. or more in depth shall at all times be supplied with at least one ladder for each 30 m. in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1 m. above the surface of the ground. Sides of trenches which are 1.5 m. or more in depth shall be stepped back to give suitable slops or securely held by timer bracing so as to avoid the danger of sides of collapsing. The excavated materials shall not be placed within 1.5 m. of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

x. The contractor shall take all measure on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

4. Breaking/Removing external plaster

xi. Before any breaking/removing of external plaster and commencing the other activities at the site:

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

b. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

c. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

5. Personal Safety Equipments

xii. All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, the contractor should take adequate steps to ensure proper use of equipment by those concerned.

a. Workers employed on mixing cement concrete, cement mortars, etc and shall be provided with protective footwear.

b. Those engaged in welding or any material which is injurious to the eyes shall be provided with protective goggles.

c. Those engaged in welding works shall be provided with welder's protective eyesight lids.

d. Stone breaks shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e. When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

f. The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age 18 are employed on the work of such painting the following precautions should be taken:

i. No paint containing lead or lead products shall be used except in the form paste or readymade paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions lay down by manufactures.

ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

iii. Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

xiii. When the work done near any public place where there is risk of drawings all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

PROFORMA FOR APPLICATION FOR EXTENSION OF TIME PERIOD

1.	Name of Contractor	:	
2.	Name of the work as given in the Agreement	:	
3.	Agreement No.	:	
4.	Estimated tender amount	:	
5.	Work Order No.		
6.	Date of Commencement of work as per Agreement	:	
7.	Period allowed for completion of work as per Agreement.	:	
8.	Date of Completion stipulated in Agreement.	:	
9.	Period for which extension of time has been give previously	:	
a)	Time extension requested by the contractor.	:	

	No.	Dated	Month	Days			
	Total extension previously given					:	
10.	Reason's for which extensions have been previously given (Copies of the previous applications should be attached)					:	
11.	Period for which present extension is applied for					:	
12.	Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.					:	
a)	Serial No.						
b)	Nature of Hindrance						
c)	Date of occurrence						
d)	Period for which it is likely to last.						
e)	Period for which extension required for this particular hindrance						
f)	Over lapping period if any, with reference to item (e) above						
g)	Net extension applied for						
h)	Remarks, if any						
13.	Extension of time required for extra work					:	
14.	Details of extra work and the amount involved					:	
a)	Total value of extra work						
b)	Proportionate period of extension of time on estimated amount put to tender.						
15.	Total extension of time required for 11 & 12					:	

Submitted to the Architect/Bank .....

Date: Signature of Contractor

LIST OF MANDATORY TESTS

MATERIALS	TEST	TEST ROCEDURE	MINMUM QUANTITY	FREQUENCY
1	2	3	4	5
Sand	a) Silt Content	Field	40 Cu.M.	40 Cu.M. or part thereof
	b) Bulking	Field	40 Cu.M.	50 Cu.M. or part thereof
	c) Particle size distribution	Field	80 Cu.M.	Every Cu.M. required in R.C.C. Work
Stone Aggregate	Particle size distribution		135 Cu.M.	Every 135 Cu.M. or part thereof for R.C.C. work. For rest of work as desired.
Cement	- Setting time - Strength - Soundness	IS-269 and other applicable I.S.	Minimum 100 bags of cement	Every batch of Consignment and as directed wherever there is a change of source.

Cement Concrete or R.C.C.	1. Slump			Once a day or as desired.
	2. Cube strength		20 Cu.M. in slab beams & connected columns 5 Cu.m. in column.	Every 20 Cu.M. of a days concrete. Every 5 Cum. In column concrete.
Bricks	1. Water absorption & Efflorescence		Designation-35	One test for each source of manufacture.
	2. Compressive strength		Designation-35	1,00,000 or part thereof. Two test for 1st lot of 1,00,000 & One test later for every 2,00,000 & part thereof.
Aluminum doors or Windows fitting	Thickness of anodic coating	IS-5523	10,000 sqft	2000 sqft.
Steel	a)Tensile Strength	IS-1529	20 ton	Every 20 Tonne or part thereof.
	b) Bend strength		-----do------	-----do------

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

If after any such test the work or portion of works is found in the opinion of the Architect to be defective or unsound, the contractor shall pull down and re-do the

same at his own cost. Defective materials shall immediately be removed from the site.

1. **Work Program / weekly progress report:**

   The contractor shall prepare and submit to architects for approval, a bar chart showing the program of construction of various items, fitted within the period stipulated for completion, within 15 days of the communication of the acceptance of the tender. The contractor shall also furnish necessary particulars to the site engineer for compiling weekly progress reports in the form furnished by the architects.

2. **Photographs:** The contractor shall at his own expense supply to the architects with triplicate copies of large photographs not less than 25cm x 20cm (10”x8”) of the works taken from two approved portions of each building, at intervals of not more than three months during the progress of the work, or at every important stage of construction.

3. **Clearing of Site:** The contractor shall after completion of the work clear the site of all the debris and left over materials at his own expense to the entire satisfaction of the Architects and Municipal or other public authorities.

   The whole of the work shall be thoroughly inspected by the contractor and all deficiencies and defects put right. On completion of such inspection, the contractor shall inform the Architects in writing that he has finished the work and it is ready for the Architects inspection.

4. **Contractor to provide etc:**The contractor shall provide a notice board on proper supports 2 m. x 1.5m (6’ x 4’-6”) in a position approved by the Architects. He shall allow for painting and lettering stating name of work, name of Architects, Structural consultants, general contractor and Sub-contractor. All letters except that of the name of the work shall be in letters not exceeding 5 cm. in height and all to the approval of the Architects.

5. **Vouchers:** The contractor shall furnish the vouchers on request, to prove that the materials are as specified and to indicate the rates at which the materials are purchased in orders to work out the rate analysis of the non-tender items which he may be called upon to carry thereafter.

PARTICULAR SPECIFICATIONS

Section I – SCAFFOLDING & SAFETY NET:

1. SCAFFOLDING:

1.1 Scaffolding is temporary structures consisting of bamboo, balies, timber, steel sections, MS pipes etc. for facilitating the repairing, renovations, painting etc.

1.2 The contractor shall inspect the site, work out height of the building and height of scaffolding needed to facilitate the works, working plateform etc.

1.3 The members shall be fixed with each other with nuts/bolts, nails, biding with strings, wires, anchor fasteners, ms clamps and other hardwares needed.

1.4 The working plateform shall be provided at the desired height to undertake the activities for repairing, painting etc.

1.5 The inspection shall be carried out the engineer/supervisor of the contractor on regular basis for alignments. If it is found that any joints have become loose, members damaged, bending of plateform etc, the defects shall be immediately attended by replacing the nuts/bolts/wooden members/planks etc as required.

1.6 The scaffolding assembly shall sustain the loads of the materials, equipments, workmen and transfer the same safety through the vertical members at the ground.

1.7 Base of the supports should be hard enough to bear the load of scaffolding without any sinking etc. In case of loose soil layers/broken concrete layers etc. the same should be compacted repaired so that the base layer shall sustain the load safely.

1.8 After completing the works, the scaffolding shall be dismantled, nuts/bolts, etc. shall be removed, The damaged holes, spots etc shall be repaired properly and to match the surrounding surface without affecting architectural views of the building.

1.9 The material of the dismantled scaffolding/working plateform shall be carting away by the contractor from the site at the site.

2. SAFETY NETS:

2.1 The nylon safety nets for covering in double layers including duck tape, accessories etc. The nets shall be made up with 2 mm dia nylon stranded strings with mesh size 50mmx50mm. The second layer of nets shall be made up with 1.0 mm dia nylon string with mesh size 25mmx25mm. The sample of the nets shall be approved by the bank before using at the site.

2.2 The nets shall be tied/fixed properly with scaffolding, neighboring structures properly.

2.3 Safety signage should placed at the ground floor, marked demarcation of entrance of the building etc.

2.4 The waste material retained at the safety nets shall be removed regular basis and tightened the same in proper position and level.

2.5 After completing the works, the nets shall be removed and carting away from the site.

JUTE HESSAN:

2.6 The contractor shall provide jute hessian cloth screen of approved sample. The cloth shall retain the dust, pebbles, broken piece of plaster/concrete , waste material etc.

2.7 The hessian cloth shall be tied properly with the scaffolding and neighbouring structures. The same shall be checked by the contractor at regular basis. In case of any damaged, the damaged potion shall be replaced with new material.

2.8 After completing the works, the hessian cloth shall be removed and carting away from the site.

3. WINDOW COVERING WITH COMMERCIAL PLY:

3.1 The windows should be protected by covering with commercial plywood conforming to IS 303 , Yr. 1989. The plywood of 4" thickness of approved brand shall be fixed with wooden frames of section size 50mmx35mm at the spacing of 60 cm c/c on both ways.

3.2 The widows/doors, AC units, banks property etc. shall be protected by fixing plywood at proper level, locations, position etc. The items shall be fixed by nuts/bolts/nails/strings etc as desired.

3.3 After completing the works, the plywood planks /frames etc shall be removed and the wall surface area shall be properly repaired, finished with painting matching with surrounding surface without affecting architectural views of the building.

COVERING WITH TARPULIN SHEET:

3.4 The contractor shall provide tarpaulin sheet to cover furniture items, machines, panels etc for protecting the same from spoiling. The sample of the material shall be approved by the bank before using at the site. In case of damage, the same shall be replaced without charging any extra cost.

3.5 The furniture items and the area shall be cleaned to the satisfaction of the bank.

4. REPAIRING & WATER PROOFING WORKS:

4.1 Breaking/removing damaged plaster/cement concrete/water proofing layers:

4.2 The damaged area at external wall plaster, columns, beams, chajja etc. shall be identified by light hammering, intensive inspection.

4.3 The damaged area shall be marked at the surface immediately after inspection.

4.4 The contractor shall arrange necessary tools/equipments/machines etc for breaking, removing the defective area of the plaster/water proofing layers at their own cost. The material so removed shall be stacked properly. While breaking, the stiffness of the scaffolding should be checked on regular basis. All

precaution shall be taken to protect the human lives from any injury. At the same time , the bank property shall also be protected. The waste material shall be collected and transported from the site.

4.5 The contractor shall obtain necessary permission from local authority for carting away from the site and dumping the material as directed by the local authority.

5. PATCH PLASTERING WORKS:

5.1 The cleaning the broken area of the surface shall be carried out. The further cleaning shall be carried out with clear water free from organic salt, impurities etc.

5.2 One coat of cement slurry with approved brand/make of cement shall be provided over the broken area of the surface.

5.3 Bond coat chemical shall be applied at the broken area so as to make proper bond of new plaster layers with old plaster layers. The approved brand of chemicals shall be used and quantity of the same shall be used as prescribed by the manufacturers.

5.4 First layer of cement plaster (1cement:4sand) in shall be provided with water proofing chemicals of approved brand/make. The quantity of the water proofing material shall be used as prescribed by the manufacturers. The proper alignment, level shall be maintained to match the surrounding area. At time of providing the plaster layer, the surface shall be made rough so as to attract the next layer of cement plaster with proper griping.

5.5 Curing for the area shall be carried out at least for seven days with water jet/moist clothes or any means.

5.6 Second cost of cement plaster(1cement:4sand) of any thickness shall be provided over the area including water proofing chemicals as prescribed by the manufactures. The top surface shall be finished matching with surrounding surface.

5.7 Curing for the area shall be carried out at least for seven days with water jet/moist clothes or any means.

6. REPAIRING CONCRETE AREA:

6.1 The broken area shall be cleaned properly. Dust material or any waste material, fungus, algee etc shall be removed properly. The surface shall be prepared as per direction of the architect/bank.

6.2 Cement slurry, boand coat of chemical of approved brand/make shall be used. The quantity of the same used as prescribed by the manufacturers.

6.3 The cement concrete (1cement:1.5sand:3stone chips) shall be provide at the broken portions of beams/columns/slabs/chajja etc.), compacting the same , leveling, matching with the surrounding surface etc.

6.4 The curing for the area shall be carried out for at least for seven days.

6.5 Waste material shall be removed from the area. Cleaning shall be carried out to the satisfaction of the bank.

7. STRUCTURAL REPAIRING WORKS:

7.1 Micro-concreting:

7.1.1 The contractor shall provide encashment to column/beams/pardi/RCC parapets etc. with free flow high strength non shrink micro concrete of compressive strength 35N/sqmm (M-35) or above of approved brand and make. The providing the material shall be carried as prescribed by the manufacturers.

7.1.2 The concrete shall be poured in mould made up with wooden planks/plywood or ready made mould with oiling as prescribed by the manufacturers.

7.1.3 The alignment and water tightness of the mould shall be maintained as desired.

7.1.4 At the time of poring concrete, precaution shall be taken to avoid formation of air pockets/air bubbles, gaps etc, compacting the concrete as prescribed by the manufactures.

7.1.5 The board/mould should be removed after 24 hours of pouring the concrete. The concrete surface shall be cleaned and curing shall be carried out as prescribed by the manufactures.

7.2 CENTRING/SHUTTERING/FORM WORKS:

The form works shall be carried out with plywood or steel plates conforming to IS 4990:2011. The form works shall be sup[ported with wooden frames of size 60mmx60mm. The alignment, levels of form works shall be maintained as required. In case of using plywood, the thickness of the same shall be 12 mm or more.

7.3 SEALANT:

The cracks at the joint of RCC lintels/beams/chajja etc shall be grouting with cement slurry. The damaged surface shall be finished with sealant material ZYCOSIL/Equivalent. The chemical shall be used as prescribed by the manufactures

The top surface shall be finished with cement plaster (1cement:4sand), curing the area etc. The water tightness of the repaired area shall be checked.

7.4 CHEMICAL TREATMENT OVER STEEL REINFORCEMENT:

7.4.1 The exposed steel reinforcement shall be rubbed with steel brush. The surface area of the steel shall be cleaned with water. After drying the surface, rust removing chemicals of approved brand shall be used over the surface and allowing for drying for 24 hours.

7.4.2 Apply 1st coat of rust preservative coating of polymer and 2nd coat of the same shall be applied after 4 hours or as prescribed by the manufactures.

7.4.3 Applying bond coat of polymer of approved brand/make. The quantity of the material shall be used as prescribed by the manufacturers.

7.4.4 Polymer Mortars: The steel reinforcement shall be covered with polymer mortar of 30mm thick or more as per site conditions over the steel reinforcement in

two layers in the proportion :1:5:15 by weight or as prescribed by the manufactures.

7.4.5 The consistency and water cement ratio shall be maintained as prescribed by the manufactures.

7.5 CEMENT SLURRY AND POLYBOND CHEMICALS:

Provide cement slurry with polybond chemicals of approved brand shall be provided on RCC members as prescribed by the manufacturers.

7.6 DASH COAT PLASTER:

The damaged area shall be leveled with cement plaster (1cement:3sand) of minimum thickness 40mm with ICWPA, embedded with small bricks, stone pieces, curing the area at least for seven days.

8. WATER SUPPLY WORKS:

GENERAL

8.1 The form of Contract shall be according to the "Conditions of Contract". The following clauses shall be considered as an extension and not in limitation of the obligation of the Contractor

8.2 The water supply works under this contract shall consist of furnishing all labour, materials, equipment, appliances required, scaffolding, working plate-form, safety gadgets etc. The Contractor is required to completely furnish shop drawings for water supply works and execute the same upon approval of Architect/Bank. The approved brand/make of material shall be used. No deviation of the material /specifications are permitted without prior approval of the Architect/bank.

8.3 The scope of contract includes replacing the external water supply lines, pipe fittings, valves, pipe appliances, fixing at wall surface etc, connecting the same to internal water supply lines. During execution of works, the contractor shall arrange temporary line without affecting the water supply in the flats/building at their own cost. The works shall be attended by engaging licensed plumber.

8.4 During the execution of water supply works, the damaged surface of the building surface shall be repaired and finished to the satisfaction of the bank.

8.5 GI pipes and fittings from overhead tank shall be connected with the internal water supply lines. During the execution of the works, water supply in wall mixers, wash basins, cisterns, sinks, geyser points, washing machine, showers etc shall be checked. Water leakage from the pipe lines supplied and fixed shall be checked properly.

8.6 **MATERIALS:**

i) All GI pipes shall be galvanized steel tubes medium grade conforming to IS-1239 and ISI marked of makes Zenith/Jindal/Tata.

ii) All GI fittings shall be conforming to IS-1879 and ISI marked.

iii) Valve shall be heavy Gun metal full way confirming to IS-778-1971 class I and ISI marked.

8.7 **LAYING, FIXING AND FITTINGS OF GI PIPES:**

i) All GI pipes below ground shall be laid in trenches and shall have minimum cover of 600mm.

ii) The runs of the pipes shall be straight and pipes shall not run diagonally. Proper bends, elbows, tees at turnings/corners shall be used.

iii) All GI pipes with necessary fittings wherever they are laid on internal faces of the walls shall be concealed in chase. On external faces they will be laid on walls fixed with G.I. clamps or on M.S. angle iron brackets as shown in drawings.

iv) In the concealed portion of plumbing no joints shall be provided in the pipe lines except in the fittings i.e., bends, elbows, tees and nipples where required.

v) All GI pipes for water supply (Hot or cold) within toilets and kitchen shall be laid on walls only. No GI pipe shall be laid in sunken portion of toilets/kitchen.

vi) For each unit the size of down comers, branch pipes from the ring (at terrace) from over head tank and branch pipes from down comers shall be of sizes as shown on drawing.

vii) Pipes and fittings shall be jointed with screwed fittings, care shall be taken to remove burrs from the end of the pipe after cutting by a round file. Genuine white/red lead and a few strands of cotton thread shall be applied. All pipes shall be fixed in accordance with layout shown on the drawings. Care shall be taken to avoid air pockets. GI pipes inside toilets shall be fixed in wall chases at least 30cm above the floor.

viii) GI pipes in shafts and other locations shall be supported by GI clamps of design as indicated in the typical detail. Pipes in wall chases shall be anchored by iron hooks.

ix) **Unions:** Contractor shall provide adequate number of unions on all pipes to enable dismantling later. Unions shall be provided near each gun metal valve, stop cock, or check valve and on straight runs as necessary at appropriate locations.

x) **Puddle Flanges:** Puddle flanges shall be provided to all connection i.e. inlet overflow, and scour of the over head tank wherever required.

xi) **Pipe Protection:** All pipes in chase or under floors or below ground shall be protected against corrosion by applying two coats of bitumen paint, covered with polythene tape and finished with a final coat of bitumen paint.

xiii) Approval of layout of GI pipes and position of fixtures at site: The contractor shall mark the location of all fixtures and fittings and layout of GI pipes on the terrace walls/ ground at site and take approval of Site Engineer/Architect before commencement of cutting chases for GI pipes within the building and digging trenches outside the building.

xiv) Upon completing the water supply works, the contractor shall remove the waste material and carting away the same from the site.

xv) **Cutting and Threading:** Where pipes have been cut or re threaded the ends shall be carefully filed out so that no obstruction to flow is offered. The ends of pipes shall then be carefully threaded, in such a manner as will not result in slackness of joints.

xv) **Jointing:**G.I. pipes shall be jointed with screw and socketed joints using screwed fittings. All screwed joints, both internal and external shall be examined before jointing to ensure that the threads are perfect for the full depth of the joints. The jointing work shall be so arranged in case of every joint that the two ends of the pipe or special jointed thereby shall be equidistant from the middle of the socket and shall have a space of not more than 3mm between them in center of socket. Teflon tapes instead of conventional white lead and yarn is more effective and nearer. A paste of white lead shall be lightly smeared over the threads to act as lubricant and to make up for imperfections in the threads when the pipes are screwed up. A few strands of fine yarn of thread wrapped round the screwed end. The pipes shall be screwed up tightly with pipe fitters tongs or pipe wrenches to ensure that each and every joint shall be perfectly water tight.

xvi. **Protection:** GI pipes below ground shall be protected against corrosion by the application of two coats of paint of approved brand/shade.

xvii. **Trench filling of GI pipes:** The pipes shall be laid on layer of 10 cm sand and filled upto 15 cm above the pipes. The remaining portion of the trench shall then be filled with excavated earth & the surplus earth shall be disposed off from the site.

xviii. **Testing of GI pipe line:**On completion, the GI pipe line shall be tested to a hydraulic pressure of 7 kg/sqm (70 meter). Pressure shall be maintained for a period of two hours without drop. Any joint found leaking shall be redone and all leaking pipes removed and replaced. Testing shall be done before the trenches are refilled. The contractor shall arrange all the equipments required for testing and rate quoted shall be deemed to be inclusive of this cost. The proper records of the testing shall be maintained.

xix) A test register shall be maintained by Site Engineer and tests shall be recorded in it. The entries shall be signed and dated by Architect, Site Engineer and Contractor. This register shall be handed over to the Site Engineer on completion of work.

xx) GI pipes shall be measured per linear meter (to the nearest centimeter) and shall be inclusive of all fittings, earth work, pipe protection and other items as specified.

9. GUN METAL VALVES:

9.1The water flow in the pipe lines shall be controlled /regulated by water Supply valves of required dia. Only approved brand of the material shall be Used. No deviation in the material is permitted without prior approval of Architect/Bank.

9.2 The gate valves/stop valves shall be fitted in pipe lines with proper threading, sealant, pipe fittings etc. The water tightness shall be checked during the execution of works.

10. PLUMBING WORKS

10.1 The contractor shall lay out the PVC pipes for soil lines, waste lines at the external wall surface with pipe fittings, appurtenances etc.

10.2 The approved brand of the material shall be used at the site. No deviation in brand/make is permitted without prior approval of the bank.

10.3 The scope of the works includes supply of material, labour, arranging tools/equipments, providing temporary working plate form, sealant etc. The pipes shall be fixed in proper alignment/level to drain out waste water.

10.4 The pipe lines shall be properly connected with gully traps at the ground floor.

10.5 The water tightness of the pipes shall be checked during execution the works.

10.6 The contractor shall remove waste material from the site at their own cost.

10.7 EXTERNAL TEXTURE FINISH & PAINTING:

10.8 The entire external wall surface shall be cleaned using wire brush in dry conditions.

10.9 The entire surface shall be cleaned with water and brush and remove fungus, algee, shrubs etc from the wall surface.

10.10 The gaps/voids at the surface of the wall shall be filled with grey/white cement and finish the same.

10.11 After preparing the wall surfaces, one coat of synthetic plaster of approved brand and design shall be provided as prescribed by the manufacturers.

10.12 The design of the texture shall be approved by the Architect/Bank before executing the works at the site.

10.13 The scope of works includes cost the material, arranging scaffolding, workin plate-form etc.

10.14 During execution of the works, proper safety for human lives and bank property shall be taken by the contractor at their own cost. Curing activities shall be carried as prescribed by the manufacturers.

10.15 After completing the works, waste material shall be removed from the site immediately.

PAINTING:

9. **Exterior grade emulsion paint**: One coat of primer and two or more coats of premium quality water proof emulsion paint of approved brand/make and shade shall be applied to give even shade on all external wall surface, chajja etc. as per specifications. After completing the works, window glasses/frames etc shall be cleaned to the satisfaction of the bank.

10. **Painting to wooden surfaces:** All exposed wooden surfaces shall be prepared and given a primer coat of approved quality as approved by the Architect. The surface shall then be bodied in with liquid wood filler of approved make, allowed to dry and rubbed with sand paper after moistening the surface with water, the surface cleaned then two or more coats of synthetic enamel paint applied to give an even shade of approved quality. Tint/shade of synthetic enamel paint shall be as approved by the Architect/Bank.

11. **Painting to Steel Surfaces:** All exposed steel surfaces shall be prepared, cleaned with wire brush/sand paper to completely remove scales and rusts. One coat of iron oxide zinc chromate primer of approved brand/make shall be applied and two coats of and shall be painted with two or more coats of premium quality synthetic enamel paint shall be provided in approved brand and shade. After completing the painting works and drying the area, waste material shall be removed and carting away from the site. During execution of works, proper safety for workmen shall be taken by the contractor at their own cost. The measurement of painting works shall be carried out as IS 1200, Yr 1992 with necessary multiplying co-efficient.

The following multiplying factors for obtaining equivalent areas for painting works shall be can be adopted:

Sr.No	Description of work	How measured	Multiplying factor
i.	Paneled, framed, ledged, braced and battened.	Measured flat (no girthed) including frame, edges, chocks, cleats, etc., shall be deemed included in the item.	1.12 (for each side)
ii.	Flush, part paneled and part glazed or gauzed.	- do -	1.00 (for each side)
iii.	Fully glazed or gauzed or glazed louvered ventilators	- do -	0.5 (for each side)
iv.	Fully ventioned or louvered (not with glazing)	- do -	1.5 (for each side)
v.	Weather boarding	Measured flat (not girthed) supporting frame work shall not be measured separately.	1.13 (for each side)
vi.	Trellis (or Jaffri work one way or two way.	Measured flat overall; shall be made for opening (supporting members shall not be measured separately)	1 (for each side)
vii.	Guard bars, balustrades, gratings, grille, railings, grille doors, grille partitions, etc.	Measured flat overall; no deduction shall be made for opening. (Supporting members shall not be measured separately).	1 (for painting all over)
viii.	Gates and open palisade	See note below	1 (for painting

	fencing including standards, braces, rails, stays, etc.		all over)
ix	Carved or enriched work	Measured flat	2 (for each side)
x	Steel rolling / alligator type shutters.	Measured flat over jamb, guides, bottom rails and locking arrangement, etc. shall be deemed to be included in the item.	1.25 (for each side)
xi	Fully glazed or gauzed steel windows or partitions.	Measured flat.	1.25 (for each side)

Note: The height shall be taken from the bottom of the lowest rail, if the palisades do not go below it (or from the lower end of palisades, if they project below the lowest rail upto the top of palisades, but not upto the top of standards, if they are higher than the palisades. Similarly for gates, depth of roller shall not be considered while measuring the height.

List of Material
Of
Approved Maker/Brands: Civil Works

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

S.No	Materials		Manufacturers
1.	Grey Cement (PPC/43 Grade) White Cement Putty		A.C.C,Ultra Tech, AMBUJ, Jaypee, Birla White, J.K. Birla White Putty
2.	White Cement		Birla White J.K./Equivalent
3.	Putty		Birla White J.K./Equivalent

4.	Steel Sections		TATA, SAIL, RINL.
5.	Kiln Burnt Clay Bricks		Good quality locally available material approved by Engineer / Architect. Compressive strength should not be less than 35 kgf/sqcm.
6.	Aluminum Hardware/fittings		Argent / Classic / Shalimar
7.	Aluminum door, window and ventilator sections.		Jindal / Indal / Hindalco
8.	Water proofing material / compound.		Sunanda/CICO – I / Roff /Dr. Fixit
9.	APP Water Proofing Membrane		Sika/Dr. Fixit/Equivalent.
10.	Micro-Concreting		Sika/Dr. Fixit/Forsoc/ Constro Chem/Equivalent.
11.	Crack Filler		Crack X – Sunanda/Pidilite/OFF
12.	Rusticides		Sunanda/Dr. Fixit/Roff/Equivalent
13.	Sealant		Zycosil/equivalent & zycoprime/ equivalent.
14.	Synthetic Enamel Paint		Premium Quality of Asian /Jenson & Nicholsan / Asian / Nerolac / Berger /ICI Dulux
15.	Panelled Doors		National / Century / Swastik / Kitply or equivalent
16.	Zinc Cromate Red Oxide		“Asian” or equivalent.
17.	Waterproof cement paint / acrylic paint		Snowcem India, Nerolac, Nitcocem or equivalent.

18.	External Grade water proof Paints		Apex Ultima of Premium Quality or Equivalent
19.	Water seal (Epoxy-sterarate) compound.		As approved by Architect / Engineer
20.	Screws		GKM/mettle fold or equivalent
21.	Brass Hinges		Reliance/Punit heavy duty
22.	Ironmonjires and brass fittings		Jiranna / CIEF/ Shalimar / Everite.
23.	Veneer		Achor / Kitply / Uro / Durian / Century
24.	Exterior Grade Texture Finish		Walltex/ICI/Asian /Equivalent
25.	Enamel paint		Asian/Nerolac/Berger.

PLUMBING WORK

S.No	Materials	Manufacturers
26.	UPVC Pipes (S/W/R Pipes)	Diplast / Supreme / Finolex / Prince
27.	Centrifungal cast CI Pipes & Fittings	RIF / Neco
28.	G.I. Pipes (B-Class)	ITC / Tata / Zenith or equivalent.
29.	G..I. Fittings (ISI Brand)	Unik / AMCO or equivalent.
30.	Gunmetal valves (Full way, check and globe valves)	Leader / Zoloto (with ISI mark) / Sant or equivalent.
31.	S.W. Pipes / Fittings & Gully traps	Perfect / Tirmurti / Bharat or equivalent.
32.	Ball valves	Voltec / Zoloto or equivalent.
33.	C.I. Manhole Cover	RIF / BIC / Neco
34.	Concrete Man holes SFRC	CICO
35.	C.I. Sluice valves	Kirloskar, Leader or equivalent with ISI mark on the body.
36.	Brass & Gun metal globe, gate valves, feet valves	Leader NETA or equivalent with ISI marking on the body.

37.	Sand cast soil pipes and fittings	NECO sand cast / B.I.C. or equivalent.
38.	Bracket supports	Hi-tech/MS brackets as per drawings
39.	Stoneware Pipe and fittings	Trimuirti / Perfect Potters / Bharat

FORM OF GUARANTEE FOR WATERPROOFING

EXTERNAL REPAIRING WORKS AND PAINTING WORK AT UNION BANK INDIA STAFF TRAINING CENTRE 16/A JAGAMARA ,BHUBANESWAR

Free Maintenance Guarantee – Waterproofing work:

By _____

We, ……. Hereby guarantee that the surfaces treated by us for waterproofing in the above work, for M/s …….. the general building contractor for the above work, shall remain entirely water tight. Should, however, due to any unforeseen defect left out in the work carried out by us at the time of execution of the work, there be any leakage from any surface treated by us during the period of ten years from the date of virtual completion of the work i.e. from …….. to ….. the same shall be rectified by us without any extra cost to the Union Bank of India.

However, we shall not be responsible in any way work is tampered with or if the body of the structure is damaged due to sinking, cracking and/or by any other act of God beyond our control.

……

Signature of the
Waterproofing contractor

…….

Signature of the general

Building contractor

EXTERNAL REPAIRING WORKS AND PAINTING WORK AT UNION BANK INDIA STAFF TRAINING CENTRE 16/A JAGAMARA , BHUBANESWAR

Record of cement Received / Used / Balance

Sr. No.	Date	Cement in Stock (Bags)	Cement Received (Bags)	Total Cement Received (Bags)	Sources from Which Received	Description of work where cement is used	Number of Cement Bags Consumed	Balance in stock	Signature of Bank's Contractor / Bank's Engineer

UNION BANK OF INDIA.
STAFF TRAINING CENTRE
16/A,JAGAMARA
BHUBANESWAR-751030
Tel No.0674 -2353109/110/111
Mail Id: stcbhubaneswar@unionbankofindia.com

TENDER FORREPAIRING (CIVIL)WORKS AND PAINTING WORK AT UNION BANK OF INDIA STAFF TRAINING CENTRE 16/A JAGAMARA BHUBANESWAR -751030

PRICE BID(COMMERCIAL BID)
VOLUME-II

ISSUE OF TENDER DOCUMENT	**: FROM14.03.2022 TO 04.04.2022**
LAST DATE FOR SUBMISSION	**:04.04.2022UPTO 15.00 HRS.**
OPENING OF TENCHNICAL BIDS	**: 04.04.2022 BY 15.30 PM.**
	(In presence of Bidders)(on evaluation of technical bid, opening of price bid will be informed to successful biders)

Ref No.UBI/STC /BBSR:0019 **Date:14.03.2022**

INSTRUCTIONS

1. The Bill of Quantities shall be read in conjunction with the Condition of Contract and Specifications, as these documents are jointly explanatory and descriptive of the works included in the Contract.

2. General directions and descriptions of work and materials given elsewhere in the Contract documents are not necessarily repeated in the Bill of Quantities. Reference is to be made to the other documents for information.

3. The Contractor shall be deemed to have visited the site before preparing his Tender and to have examined for himself the conditions under which the work will be priced and all other factors affecting the execution of the work and the cost thereof.

4. The Quantities of work and material in the Bill of Quantities are not to be considered as limiting or extending the scope of work to be done and materials to be supplied by the Contractor. The quantities in the Bill of Quantities are an estimate of the amount work but the work will be measured on complete and the contractor will be paid on the actual measurement of work approved by the Architect.

5. Any special methods of measurements used are stated at the head of or in text of the Bills of Quantities for the items affected. All other items are measured net in accordance with the drawings(if provided) and no allowance has been made for wastage. Unless otherwise specified measurements shall be as per relevant Indian Standards.

6. A price or rate in figures is to be entered against the item in the Bill of Quantities, whether quantities are stated or not. Item against which no price is entered will be considered as covered by other prices or rates in the Bills.

7. The prices and rates inserted are to be the full inclusive value of the works described under the various items, including all costs and expenses which may be required for the completion of the work described, together with all cost and obligations set forth or implied in the conditions of Contract, Specifications and the Drawings.

8. Where prices have been entered against Lump sum items, payment for such affected items shall be made in proportion to the extent of which works have been done at the time of billing and the same is at discretion of the Architect.

"Providing and Fixing" shall mean that the Contractor has to provide such materials not being procured and borne by the Bank, but which are required for the item and if no materials need be provided by the Contractor, the rate shall be only for fixing of the component covered in the item.

UNION BANK OF INDIA.
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16/A,JAGAMARA
BHUBANESWAR-751030
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PRICE BID(COMMERCIAL BID)

TENDER FORREPAIRING (CIVIL)WORKS AND PAINTING WORK AT UNION BANK OF INDIA STAFF TRAINING CENTRE,16/A, JAGAMARA BHUBANESWAR -751030

SUMMARY OF PRICE BID			
	TOTAL OF SECTION A –SCAFFOLDING & SAFETY MEASURES	Rs.	
	TOTAL OF SECTION B –REPAIRING & WATER PROOFING WORKS	Rs.	
	TOTAL OF SECTION C – WATER SUPPLY LINES	Rs.	
	TOTAL OF SECTION D –PLUMBING WORKS	Rs.	
	TOTAL OF SECTION E –EXTERNAL TEXTURE & PAINTING WORKS	Rs.	
	TOTAL OF SECTION F –REPAIRING & PAINTING OF FENCING & COMPOUND WALL	Rs.	
	TOTAL	**Rs.**	
	DISCOUNT IF ANY	**Rs.**	
	TOTAL AMOUNT AFTER DISCOUNT	**Rs.**	
	GST @ 18%	**Rs.**	
	GRAND TOTAL	**Rs.**	

SIGNATURE & SEAL OF THE CONTRACTOR

TENDER FOR EXTERNAL REPAIRING (CIVIL)WORK AND PAINTING WORK AT UNION BANK OF INDIA STAFF TRAINING CENTRE ,16/AJAGAMARA,BHUBANESWAR-751030

BILL OF QUANTITY & SPECIFICATIONS

B.O.Q FOR CIVIL WORK OF UNION BANK OF INDIA ,S.T.C , BHUBANESWAR .

SL.NO.	DESCRIPTION OF ITEMS	UNIT	QUANTITY	RATE	AMOUNT
A	CIVIL REPAIRING WORK				
	Removing and Cleaning Work				
1	Removing and Cleaning damage position of RCC. the useful materials for reuse and removing the debris within 50m lead cost of all labour with T & P required for the work etc and complete with all respect and direction of the Engineer-in-charge.	Cum	75.00		
2	Removing and Cleaning outer/inner wall plaster of all depth mechanically at all floor as per requirement .Complete the job in all respect i.e cleaning, removing the damaged material out side the premises as per instruction, including all labour.	Sqm.	500.00		
3	Removing and Cleaning brick or stone masonary in lime or cement mortar above 3m. Height including stacking the useful materials for reuse and removing the debris within 50m lead cost of all labour with T & P required for the work etc and complete with all respect and direction of the Engineer-in- charge.	Sqm	10.00		
4	Removing old grading plaster from roof slab and removing the debris within 50m lead cost of all labour with T & P required for the work etc and complete with all respect and direction of the Engineer-in-charge.	Sqm	250.00		
	Civil repairing work				
1	**REINFORCED CEMENT CONCRETE (M 20) WITH CENTERING AND SHUTTERING**				

	Repairs to R.C.C members such as columns, beams, slabs, etc. inclusive of marking of damaged areas, chipping off loose and disintegrated concrete, preparing exposed concrete as specified, cleaning the reinforcement with wire brush, chipping hammer and protective coating of **KP - 100** on concrete near the exposed steel, anticorrosive coating of **IPNET RB on old as well as new steel**, bond coat of **EL MONOBOND** on concrete interface, restoring all broken concrete by **polymer modified concrete** in (mix **1:3**) (1Parts of Cement : 3 Parts of **Godhra sand**) with **5 Kg of MONOBOND (of Sika or approved brand) per bag of cement, of any thickness** and curing etc. complete, all as specified and/or as directed by the Consultant, but excluding new reinforcement as necessary, dowels/ shear pins, plaster finish and grouting concrete matrix which are paid separately.				
a	2.5" thick chajjah	Sqm	120.00		
b	Roof Slab / column	Cum	8.00		
2	**Water proofing**				
	Providing and laying integral cement based water proofing treatment including preparation of surface as required for Treatment of roofs, balconies, terraces etc., consisting of following operations. a) Supplying and Applying two coats of acrylic polymer **Brush bond** (Two part system) over the prepared surface. The item is consists of a powder component and premeasured liquid component. Which shall be mixed as per manufacture's instruction and shall be applied. b) Treated surface of Brush bond should be covered by cement mortar average thickness of 25mm by giving a proper slope by using Conplast X421IC (Integral waterproofing compound) at a dosage of 125ml per bag of cement as per IS: 2645 adjoining walls up to 150 mm height including rounding of junctions of walls and slabs.	Sqm	100.00		

	c) After two days of proper curing applying a second coat of cement slurry admixed with proprietary water proofing compound conforming to IS - 2645.d) Finishing the surface with 20mm thick joint less cement mortar of mix 1:4 (1 cement : 4 coarse sand) admixed with proprietary water proofing compound conforming to IS - 2645 and finally finishing the surface with trowel with neat Cement slurry and making 300 x 300 mm square.				
	e) The whole terrace so finished shall be flooded with water for a minimum period of two weeks for curing and for final test. All above operations to be done in order and as directed and specified by the engineer-in-charge. (Specification obtain from CPWD) Use River sand & Ultratech / Ambuja cement Note: Contractor to provide 10 year warranty for any leakages, defects, cracks etc. on Rs. 100/- bond paper and is responsible for carrying out repair work until the expiration of warranty period.				
3	**16 MM THICK PLASTER**				
	Providing 16mm (5/8") thick cement plaster (1:6) in all floors finished smooth to inside rough surface after raking out the joints including watering and curing with cost, conveyance, royalties and taxes of all materials and cost of all labour with T & P required for the work etc. complete and direction of the Engineer-in-charge.	Sqm	500.00		
4	**6 MM THICK PLASTER**				
	Providing 6mm thick cement plaster (1:4) to RCC surfaces finished smooth including closed deep chipping and slurry treatment, watering and curing etc. complete with cost, conveyance, royalties and taxes of all materials and cost of all labour with T & P required for the work etc and complete with all respect and direction of the Engineer-in- charge.	Sqm	100.00		
5	**GRADING CONCRETE**				

	Providing 2.5cm thick **grading concrete** (1:2:2) on roof slab with 6mm size hard granite chips on new work with two coats Sica Latex in 1:4:6 1sica:4 water:6cement)proportion as per drawings including cost of all materials, conveyance, loading and unloading, all taxes and royalties, all labour, scaffolding, watering and curing , sundries and T&P etc. complete as per direction of the Engineer-in-charge.	Sqm	250.00		
B	**BOUNDRY WALL REPAIRING CIVIL WORK**				
1	**25cmx12cmx8cm FLY-ASH Bricks (1:6) Ratio in Super- Structure**				
	Providing Fly ash brick masonry work in Super-Structure using (25cmx12cmx8cm size) having crushing strength not less than 75Kg/Sq cm in cement mortar (1:6) use with all necessary projections, splays cutting, circular moulding, corbelling etc as per drawings. including cost, conveyance, all taxes, royalties, loading and unloading of all materials, including cost of all labour, scaffolding, watering and curing, sundries, T&P etc. complete as per the direction of the Engineer-in-charge.	Cum	28.00		
2	**16 MM THICK PLASTER**				
	Providing 16mm (5/8") thick cement plaster (1:6) in all floors finished smooth to inside rough surface after raking out the joints including watering and curing with cost, conveyance, royalties and taxes of all materials and cost of all labour with T & P required for the work etc. complete and direction of the Engineer-in-charge.	Sqm	130.00		
3	**12 MM THICK PLASTER**				
	Providing 12mm (1/2") thick cement plaster (1:6) in all floors finished smooth to outside smooth surface brick walls after racking out the joints, watering and curing etc. complete with cost, conveyance, royalties and taxes of all materials and cost of all labour with T & P required for the work etc and complete with all respect and direction of the Engineer-in-charge.	Sqm	130.00		

C	OUTER PAINTING WORK				
1	**ONE COAT PRIMING**				
	Providing & Priming one coat with any approved primer including cost of scaffolding staging charges with cost of all materials taxes, labour T&P etc complete.	Sqm	200.00		
2	**WEATHER COAT PAINT**				
	Providing & Painting two coats with Water soluble weather coat paints of approved shade (ASIAN PAINTS make or equivalent) to out side brick wall over a coat of cement wash & priming, by means of brush to outside surface of new walls after scraping, cleaning the surface including all cost of materials, scaffolding, labour, watering & curing T&P etc complete as per direction of Engineering-in- charge.	Sqm	5,171.58		
3	**WEATHER COAT PAINT OF BOUNDARY WALL**				
	Providing & Painting two coats with Water soluble weather coat paints of approved shade (ASIAN PAINTS make or equivalent) to out side boundary wall over a coat of cement wash & priming, by means of brush to outside surface of new walls after scraping, cleaning the surface including all cost of materials, scaffolding, labour, watering & curing T&P etc complete as per direction of Engineering-in- charge.	Sqm	503.57		
4	**SYNTHETIC ENAMEL PAINT**				
	Providing Painting two coats with synthetic enamel paint of approved quality and approved shade confirming to ISI on steel/wood work to give an even shade over a coat of primer of approved quality and shade including sand papering and making the surface smooth in all floors at all heights including cost, conveyance, loading, unloading, taxes of all materials, labour, sundries, T& P scaffolding required for the work and complete in all respect as per specifications and directions of Engineer-in-charge.	Sqm	1,901.08		
D	INNER PAINTING WORK				
1	**PUTTY WORK**				

	Providing & Finishing wall surface of walls with Acrylic wall putty (Water based) of approved make and finished smooth and even surface to receive painting including cost of scaffolding staging charges with cost of all materials taxes, labour T&P etc complete.	Sqm	100.00		
2	**PLASTIC EMULSION PAINT**				
	Providing & Painting two coats with Plastic emulsion Paints over putty and a coat of primer by means of roller to inside surface of new walls including preparation of base and finishing the surface smooth including all cost of materials, labour, scaffolding, T&P etc. complete as per the direction of Engineering-in-charge.	Sqm	12,136.91		
	TOTAL				

(Total Quoted Amount in Words)=_____

Total Amount in words including GST):Rupees_____

_____

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.
1. Rates/ Amount of items shall include cost of the material, loading, unloading, charges for tools /machineries, labour, octroi, taxes etc.
2. Rates/amount quoted shall valid for all floors of the building. No extra charges shall be paid for lifting of material for any height.
3. No extra payment shall be made for carrying out the works in holiday/Sunday/night etc.
4. The contractor make 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.
5. The Contractor shall obtain necessary labour license, insurance, permission/approval from local authorities if required to carry out the works.

Date: _____ **(Signature of Contractor with Seal)**