

# PART A - TECHNICAL BID

# TENDER DOCUMENTS FOR AIR-CONDITIONING WORK

# FOR UBI - OLD PADRA ROAD BRANCH (EXISTING PREMISES),

# **UBI - VADODARA REGION.**

| 1 | <b>TENDER ISSUED TO</b><br>(Name & Address of the Contractor) | M/S  |
|---|---|--|
| 2 | EMD COST  | Rs. 4,000/- (Four Thousand Only)   |
| 3 | TENDER FEES   | Rs. 400/- (Four Hundred Only)  |
| 4 | PROJECT ARCHITECTS  | M/S. SHAW ARCHITECTS, SF-218, SAMANVAY SILICON, NR.<br>DAIRY DEN CIRCLE, SAYAJIGUNJ, VADODARA – 390005,<br>GUJARAT.                          |
| 5 | ARCHITECT'S CONTACT DETAIL                                    | M: +91-9898213973<br>E-MAIL: shawvijendra@gmail.com  |
| 6 | OWNER   | UNION BANK OF INDIA - VADODARA REGIONAL OFFICE, 2 <sup>ND</sup><br>FLOOR, UBI BHAVAN, STATION ROAD, SAYAJIGUNJ,<br>VADODARA-390005, GUJARAT. |



# **INDEX**

- 1. NOTICE OF INVITATION TO TENDER
- 2. GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERERS AND FORM OF TENDER
- 3. ARTICLES OF AGREEMENT
- 4. SPECIAL INSTRUCTIONS TO TENDERERS
- 5. SAFETY CODE AND MODEL RULES FOR PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS.
- 6. PREAMBLE AND SPECIFICATIONS
- 7. APPENDIX, IF ANY
- 8. SPECIFICATIONS AND WORKMANSHIP
- 9. SCHEDULES
- 10. MODE OF MEASUREMENTS
- 11. MANDATORY INFORMATION (TO BE FILLED BY CONTRACTOR)
- 12. BILL OF QUANTITIES
- 13. DRAWINGS



# **NOTICE INVITING TENDER (NIT)**

<u>UNION BANK OF INDIA - REGIONAL OFFICE VADODARA</u> Invites sealed tenders from the <u>AIR-CONDITIONING WORK</u> <u>CONTRACTORS ON UNION BANK'S APPROVED PANEL OF VADODARA REGIONAL OFFICE ONLY UNDER APPROPRIATE</u> <u>CATEGORY</u> for the work mentioned below.

| 1  | Name of work   | AIR-CONDITIONING WORKS AT EXISTING PREMISES OF UBI-OLD<br>PADRA ROAD BRANCH UNDER UBI - VADODARA REGION.  |
|----|--|---|
| 2  | Date of Issue of tender documents                        | 02 / 04 / 2022 at 11:00 a.m.  |
| 3  | Last date of tender collection/submission                | 12 / 04 / 2022 at 12:00 p.m.  |
| 4  | Date & Time of opening of tender                         | 12 / 04 / 2022 at 02:30 p.m.  |
| 5  | Mode & Place of submission of bids                       | By RPAD or Speed Post or courier or by hand delivery only<br>addressed to: THE REGIONAL MANAGER, UNION BANK OF INDIA -<br>VADODARA REGIONAL OFFICE, 2 <sup>ND</sup> FLOOR, UBI BHAVAN, STATION<br>ROAD, SAYAJIGUNJ, VADODARA-390005, GUJARAT.   |
| 6  | Date of commencement                                     | 02 days from the date of issue of work order.   |
| 7  | Date of completion of work                               | <b>30</b> days from the date of issue of work order.  |
| 8  | Period for settlement of final bill                      | 30 days from date of issue of completion certificate by the Architect.  |
| 9  | Initial Security Deposit (ISD)                           | The amount of Initial Security Deposit shall be 2% of the accepted value of the tender including the Earnest Money Deposit.   |
| 10 | Total Security Deposit                                   | TSD shall be 5% of contract value which will be deducted from the final bill of the contractor by way of retention amount. TSD will be refunded to the contractor on successful completion of defect liability period.  |
| 11 | Tender Cost<br>(To be submitted in Envelope-1)           | Rs. 400/- (Four Hundred Only) to be submitted in the form of D.D.<br>( o n l y ) in favour of Union Bank of India, Payable at VADODARA<br>valid for 90 days.<br>(Exempted for NSIC/MSME for valid certificate. Certificate to be<br>attached.)  |
| 12 | Earnest money deposit<br>(To be submitted in Envelope-1) | <b>Rs. 4,000/- (Four Thousand Only)</b> to be submitted in the form of D.D. (only) in favor of Union Bank of India, Payable at VADODARA valid for 90 days. <u>(Exempted for NSIC/MSME for valid certificate. Certificate to be attached.)</u>   |
| 13 | Release of Retention Money/ Earnest money                | The Earnest money deposited shall not carry any interest and will be<br>refunded to unsuccessful tenderers after allocation of work order.<br>The Earnest money of successful tenderer will be release after<br>completion of work and certification of final bill. Retention &<br>Security money after 14 days from defect liability period without<br>any interest.   |
| 14 | Sign and Stamp   | All the pages are to be stamped and signed by the contractors.  |
| 15 | Approved Brands  | Only approved brands of materials should be used for work.  |
| 16 | Specification of Materials                               | <u>Specification of Materials</u> is as per Tender Technical Bid.   |
| 17 | Articles of Agreement                                    | To be prepared in consultation with the Legal Department of the<br>Bank. The Central Agreement is composite summary of all the tender<br>which reflects extracts of all tender conditions. The form and<br>conditions in the Article of Agreement should be in line with the<br>terms and conditions accepted in tender Document / Addendum /<br>Work order etc. The same shall be verified before execution of the |



|    |  | Agreement. No conditions to be added in contract unless and   |  |
|----|--|---|--|
|    |  | otherwise accepted by both parties during tendering process.  |  |
| 18 | Liquidated damages for non-completion of   | 1% per week subject to maximum of 10% of contract value inclusive                                       |  |
|    | work within the date of completion   | of Sundays and Holidays.  |  |
| 19 | Defect liability period  | 12 months from the date of completion certificate issued by the   |  |
|    |  | Bank Architect.   |  |
| 20 | Validity of Tender   | 90 days from the date of Price Part of Tender.  |  |
| 21 | Tender can be Downloaded from  | UBI website <a href="http://unionbankofindia.com">http://unionbankofindia.com</a> under Tender Section. |  |
| 22 | Bank reserves the right to ask for bills/in  | voices of the material purchased by the Contractor along with the                                       |  |
|    | payment details.   |   |  |
| 23 | Bank may accept the tender either in complete or in parts. Bank also reserves the right to split the tender.   |   |  |
| 24 | Interested bidder may obtain further information from the office of consultant / Bank Architect.   |   |  |
| 25 | Bank reserves the right to reject wholly or part of any or all tenders received without Assigning any reason   |   |  |
|    | whatsoever, Also Bank reserves the right to split the work and place the order to more than one party.   |   |  |
| 26 | Any Freak Rate of Individual Item on Higher Side Are Liable for Negotiation  |   |  |
| 27 | Any Contractor which is empanelled in more than one category (i.e, Furniture/Electrical/Air Conditioning) <u>can only</u> <u>compete only in one category</u> . If applied for more than one category, then tender will be rejected. |   |  |
| 28 | Rates quoted & agreed by the tenderer shall remain firm throughout the contract period (Including authorized   |   |  |
|    | extension). Rates quoted shall be inclusive of   | of all taxes, duties, levies, royalties & other incidental / other Industrial                           |  |
|    | charges etc. However, GST Tax shall be paid  | l by the bank extra as applicable to work contract tax as per actual.                                   |  |
| 29 | -  | nall be paid. Final Bill will be paid against the final payment certificate                             |  |
|    | on submission detailed final bills submittee   | d by the contractor to the Architect on successful Completion of the                                    |  |
|    | work.  |   |  |
| 30 |  | chments by Bidder will duly signed and stamped or else it will be                                       |  |
|    | subjected for rejection.   |   |  |

### UBI has right to accept/ reject any/ all tenders without assigning any reasons.

(For and on behalf of Union Bank of India)

### THE REGIONAL MANAGER,

UNION BANK OF INDIA - VADODARA REGIONAL OFFICE, 2<sup>ND</sup> FLOOR, UBI BHAVAN, STATION ROAD, SAYAJIGUNJ, VADODARA-390005, GUJARAT.

Date: 02/04/2022



### **IMPORTANT POINTS:**

**1.** Technical prequalification will be based on the mandatory information and supporting documents submitted along with the tender documents as well as Architect/Bank's scrutiny of the same or inspection of work carried out by the tenderer.

2. The Union Bank of India, reserves the right that without assigning any reason there of: (a) To accept or reject any tender in whole or in part.

(b) To increase or decrease the quantities of any item and tendered has to execute the same at the rate quoted.

**3.** Tenderer are requested to read the tender documents, general conditions, special conditions, drawing, specifications, schedule of quantities, etc. carefully and offer most competitive rate after visiting site. The clause of Notice Inviting tender prevails over general terms and special terms of contract.

**4.** The date of completion of job is the essence to this contract. The contractors are therefore requested to complete the job in the stipulated time. Any deviation with respect to time or specification Bank prejudice has right to:

(a) Cancel / Revoke the order.

(b) Impose penalty up to 10 % of the total value of job.

**5.** Contractor in their own interest are advised to visit the site & get themselves familiarize in the prevailing situations before submitting their rates. No claim whatsoever for ignorance, misunderstanding shall be entertained later.

**6.** The proposed work is to be done in the working branch on ground floor, hence contractor has to plan his work so as to general working of the branch is not affected. He has to work after business hours & also during the night.

7. The contractor shall be responsible for making good in expeditions & workman like manner. Any defects, which may be found within one years of the handing over the premises, put to beneficial use. In case contractor fails to do so, the same would be got done at his cost & risk. The cost incurred by the bank shall be deducted from the retention money or any other dues.

**8.** Rates quoted shall be inclusive of all taxes, levies, duties & all charges such as freight, insurance, octroi, loading/unloading, unpacking & moving the position in site, etc. for complete item.

**9.** The schedule of quantities is only approximate & all the work executed shall be paid for in accordance with the actual measurements as per relevant part of IS : 1200 : 1974 or otherwise provided.

**10.** In case of any dispute, the same shall be referred to court at VADODARA and its decision shall be final & binding on both the parties.

**11.** An item rate tender containing percentage below / above will be summarily rejected. However, if the Tender voluntarily offers rebate for payment with in stipulated period, this may be considered.

12. The tender documents shall be duly filled in and signed by the tenderer and shall be addressed (in sealed cover) to the office of: THE REGIONAL MANAGER, UNION BANK OF INDIA - VADODARA REGIONAL OFFICE, 2ND FLOOR, UBI BHAVAN, STATION ROAD, SAYAJIGUNJ, VADODARA-390005, GUJARAT. The full name and address of the tenderer and name of the work shall be written on the cover.

**13.** Unit rates shall be quoted in English in figures as well as in words with reference to each item and for all items shown in the attached schedule of quantities. The amount of each item should be worked out.

**14.** All entries in the documents shall be clearly written and shall be in ink. corrections if any shall be clearly made any duly signed and dated by the tenderer erasing and over writings and shall not be permitted and the tender liable for rejection.

**15.** The tender shall sign and every page of the tender documents including the layout drawings.

**16.** Each tender shall be signed by the tenderer with his usual signature. Tender by. Partnership of Hindu joint family firm may be signed in the firm's name by one of the partners of the Karta or Manager as the case may be or any other duly authorized representative followed by the name and designation of the person so signing. An attested copy of the partnership firm shall also be attached. Tender by a shall be signed with the name of the company by persons authorized in



this behalf and power of attorney or other satisfactory proof showing the person singing the tender as the authorized person to do such documents on behalf of the company is duly authorized to do so shall accompany the tender.

**17.** Unless otherwise specified all the rates and prices in the tender shall cover sales taxes, octroi, vat, other taxes and duties, and transportation, sales tax on work contractetc.

**18.** Tender not containing the full particulars as mentioned above or as called for in the special conditions is liable to summarily rejection.

**19.** With their quotations the tenderer shall sign all the schedules specifications, special conditions, etc. in taken of acceptance hereof. The signature on the tender schedule alone shall also be deemed to be taken as acceptance of all these.

**20.** The unsealed tenders, tenders not super scribed as the prescribed tender documents, conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders that are incomplete or otherwise considered defective are liable to be rejected.

**21.** In the event, there are two or more parties between whom the work has been split, the contractor carrying out relevant work entrusted to him shall work in close coordination without causing any delay or hindrance to other agencies. Bank has the right to omit at his discretion one or more items of work when placing the order.

**22.** The work shall be deemed to have commenced from the date on which the contractor takes over the site or issue of work orders whichever is earlier. The site will be handed over to the contractor only on submission of initial security deposit.

**23.** The contractor shall give a program for the execution of the work during the total contract period and get it approved by the Bank and the Architect. In case of delay in progress of work at any stage, the Bank shall issue the contractor a memo in writing pointing out the delay in progress and asking the contractor to explain the causes for the delay within 3 days of receipt of the above. The Bank reserves the right to terminate the contract and forfeit the security deposit if satisfactory explanation is not offered by the contractor for delay in execution of work.

**24.** It will be obligatory on the part of the tenderer to sign on each & every page of the tender & all components of the tender. Conditional tender shall be summarily rejected.

**25.** The samples of all the material & work item shall be got approved from the Architect or his representative before proceeding further on the work.

**26.** The drawing contains sketches showing salient features details at the various scales indicating extent of work & specifications to be followed. These can be modified by the bank from time to time in accordance with technical requirements at the site.

**27.** Any damage done to the property of the bank during execution of the work shall be responsibility of the contractor & it shall be made good by him, at his cost to the entire satisfaction of Architect/Bank.

**28.** The Architects shall have full power to get the material or workmanship etc. inspected & tested by an independent agency for its soundness & adequacy at the cost of contractor.

**29.** The contractor shall examine all drawings before quoting & commencing of actual work & report to the Architect/Bank any discrepancies for omission & shortcomings in the drawings.

**30.** The work shall be of highest standard both as regard to material & workmanship. Modern tools & first-class latest techniques shall be employed for its execution.

**31.** The work shall be done as per accordance with the IBA guidelines.

Signature of contractor with seal



|    | SPECIAL TERM          | IS AND CONDITIONS   |
|----|-----------------------|---|
| 1  | Limit of variation    | 100% without any change in price if work is done within six<br>months of the contract and with prior consent of Architect /<br>Consultant.  |
| 2  | Additional items      | For items where unit rates are not available, contractor shall<br>provide proper cost break-up and proceed only after<br>approval/consent. Any sample to be made for approval shall<br>be at the Contractor's cost.   |
| 3  | Validity of tender    | Three months after the opening of the tender.   |
| 4  | Rules/ Regulations    | The contractor shall have their responsibility of complying<br>with the local shops/establishments Act and other labor /<br>minimum wages Act and shall keep all such records/<br>accounts on payment of wages / attendance as deemed<br>necessary.                                 |
| 5  | Arbitration           | As per the standard arbitration clause under the jurisdiction of VADODARA.  |
| 6  | Organization          | The contractor shall employ competent / qualified<br>supervisor /Engineer-in-charge who shall be responsible for<br>the day to day work and coordinate as necessary with the<br>Architect's supervisor. Any workman found guilty of<br>misconduct/theft shall remove from the site. |
| 7  | Damage to property    | Any damage to the Bank's property during the work period<br>will be recovered from the contractor as per the valuation<br>submitted by Architect.   |
| 8  | Deduction             | Tax at source as per Act.   |
| 9  | Terms of payment      | Payment after completion of Project.  |
| 10 | Billing Procedure     | All measurements shall be recorded in Duplicate on<br>standard measurement sheets Prepared jointly by the<br>Architect's Site Engineer & the Contractor's Representatives<br>duly signed by them. All Bills shall be submitted along with<br>this Checked Measurement sheets.       |
| 11 | Time schedule of work | The Contractor must submit before the Commencement of work, a Bar chart showing the date of commencement & the date of completion of each item of Work as mentioned in the Schedule of Quantities.  |
| 12 | Release of TSD        | 100% after the Defect liability period. Retention money will not bear any interest.   |
| 13 | General               | The rates should be quoted considering necessary<br>Scaffolding & staging work, Removal of debris as & when<br>necessary, In view of restriction of Local concern Authority &<br>all type of Lab test.  |
| 14 | Site Location         | The aforesaid work needs to carry out at OLD PADRA ROAD in Gujarat State.   |
| 15 | Workmen Insurance     | Contractor shall submit workmen compensation policy of each individual workmen.   |



# FORM OF TENDER

(On the Letterhead of Tenderer)

THE REGIONAL MANAGER, UNION BANK OF INDIA - VADODARA REGIONAL OFFICE, 2<sup>ND</sup> FLOOR, UBI BHAVAN, STATION ROAD, SAYAJIGUNJ, VADODARA-390005, GUJARAT.

Dear Sirs Ref:

Having examined the drawings, specifications, design and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in condition of tender, the Articles of Agreement special conditions, schedule of quantities and conditions of contract and with such material as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

### MEMORANDUM

1.

A Description work:

B Earnest money:

C Security Deposit: D Percentage if any to be deducted from bills:

E Time allowed for completion of the work: F. Liquidated damage:

# AIR-CONDITIONING WORKS IN UNION BANK OF INDIA OLD PADRA ROAD BRANCH, VADODARA REGION.

Rs. 4,000/2 % of the accepted tender amount less earnest money
5% (Five percent) from the bills of the contractors excluding earnest money and initial security Deposit.
30 days. From the date of commencement of work

1 % of contract value per week. Maximum 10 % of the contract value.

**2.** We undertake to complete and deliver the whole of the works comprised in the contract with in the time stated in the schedule A to the general conditions of the contract.

**3.** We have independently considered the amount of liquidated damages in the schedule A to the conditions of the conditions of the contract and agree that it represents fair estimated the loss likely to be suffered by you in the event of the works not being completed in time.

**4.** If our tender is accepted, we will be required to furnish the security deposit of the contract for the due performance of the contract as specified in the general conditions of the contract & NIT.

**5.** We agree to abide by this tender for the period of 90 days from the date fixed for opening the second cover (i.e. price bid) and it shall remain binding upon and may be accepted at time before expiry of period.

**6.** Unless and until a formal agreement is prepared and executed this tender together with your written acceptance there of shall constitute a binding contract between us.

7. We understand that you are not bound to accept the lowest or any tender you may receive.

**8.** Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed to so far as they may be applicable or in default thereof to forfeit and pay to the Union Bank of India, Vadodara the amount mentioned in the said conditions.



**9.** We are enclosing the Bank Draft for a sum of **Rs. 4,000**/- as Earnest money in favor of Union Bank of India, payable at VADODARA Which amount will not bear any interest. Should we fail to execute the contract when called upon to do so, I/We do hereby agree that the Union Bank of India shall forfeit this sum.

**10.** The details of plant, machinery, major tools, equipment employees list of such major works executed technical personal along with the copies of last **3** years I.T. assessment orders are enclosed for your perusal and consideration.

**11.** Our Bankers are:

**12**. The names of the partners of our firm are:

Name of the Partner of the firm authorized to sign OR Name of person having power of attorney to sign the contract. (Certified true copy of the power of attorney should be attached.)

(Signatures and address of Witnesses.)

Yours faithfully, Signature of contractor. (1) (2)

List of enclosures: (1) PERT CHART (2) Please enclose separate sheets if required.

Signature of the Contractor with Seal



# **ARTICLES OF AGREEMENT**

| Articles   | of          | Agreement             | made             | this             | day  |
|------------|-------------|-----------------------|------------------|------------------|--|
| of         |             |                       |                  | betw             | een THE REGIONAL MANAGER, UNION BANK       |
| OF INDIA - | VADODARA    | REGIONAL OFFICE, 2N   | ND FLOOR, UBI B  | HAVAN, STATI     | ON ROAD, SAYAJIGUNJ, VADODARA-390005,      |
| GUJARAT.   | Hereinafter | called the Bank which | expressions sha  | Il include its s | successors and assigns of the one part and |
|            |             | (name &               | address of contr | actor)           | hereinafter called                         |

the "Contractor" which expression shall include the successors and assigns of the other part. WHEREAS the Bank is desirous of the work of **AIR-CONDITIONING WORK AT UBI-OLD PADRA ROAD BRANCH, VADODARA REGION** and has caused drawings, specifications and schedule of quantities etc. describing the works to be prepared by ARCHITECT: **SHAW ARCHITECTS** AND WHEREAS for the said interior of UBI-OLD PADRA ROAD Branch under local regional office of Union Bank of India at VADODARA. Terms & Conditions, Specifications and the Schedule of items quantities etc., have been signed by and on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon, subject to the conditions set forth herein and Schedule of Items and quantities, General & Special Conditions of Contract, specifications etc. contained in the tendered documents including all correspondences exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as "the said conditions"), details of which are described in the schedule attached hereto, the works shown upon the said drawings and/or described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum shall become payable there under arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said contract amount to be paid at the time and in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions execute and complete the work shown in the said drawings and described in the said specifications and the schedule of items and quantities, as per the terms and conditions contained in the said conditions.

2. The Bank shall pay the Contractor said contract amount, or such other sum as shall become payable, at the time and in the manner specified in the said conditions.

3. The Architects in the said condition shall mean the said ARCHITECTS M/s SHAW ARCHITECTS, SF-218, SAMANVAY SILICON, OPP. KALYAN HOTEL, NR. DAIRY DEN CIRCLE, SAYAJIGANJ, VADODARA. In the event of their ceasing to be the Architects for the purpose of this contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Bank, provided always that no person subsequently appointed as Architects under this contract shall be entitled to disregard or over rule any previous decisions or approvals or directions given or expressed in writing by the Architects for the time being.

4. The said general condition, Special condition, technical drawings, Notice Inviting Tender, specifications, Guarantee, Instruction to Tenderers Price Bid (Schedule of Quantities), Correspondences, Letter of Acceptance, Agreements and Appendices there to, contained in the tendered documents/said conditions shall be read and considered as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained therein.

5. The plans, agreements and documents mentioned herein shall form the basis of this contract. This contract is neither a fixed Lump Sum contract but is a contract to carry out the work in respect of the **AIR-CONDITIONING WORK AT UBI - OLD PADRA ROAD BRANCH, VADODARA REGION** as per the scope described and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and/or negotiated rates and Probable quantities or as provided in the said conditions.



6. The Bank reserves to itself the rights of altering the specifications and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

7. (a) The Contractors represent that they have experience and competent staff which will enable them to ensure proper quality check on the materials, whether brought by the contractors or supplied by the Bank to the contractors, and which will ensure that the contractor will carry out proper tests as required by the specifications and will supervise the day to day working and execution of the contract work.

(b) If the contractors have any doubt about the quality of the materials or any difficulty in supervision of the day to day work it shall be duty of the contractors to report the matter in writing forthwith to the Bank and for the time being suspend that portion of the work about which difficulty is experienced, and the contractors will abide by the directions given by the Bank.(c) The contractors are aware that the Bank will not give day to day supervision but will periodically supervise and the contractor has to perform their obligations under the instructions given to him periodically and under sub clauses (a) and (b) above.

(d) The contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the specifications and the terms and conditions contained in the said conditions and will be of contract quality and description.

8. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day on which he is instructed to take possession of the site or from the fourteenth day after the day of issue of formal Work Order as provided for in the said conditions whichever is later and to complete the entire work within **30 days** subject nevertheless to the provisions for the extension of time.

9. All payments by the Bank under this contract will be made only at **UBI**, **VADODARA REGION**. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulation laid down in the general conditions of contract.

10. The contents of this agreement have been read by the contractor.

IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these Presents and two duplicates hereof the day and year first herein above written (If the Contractor is a Partnership Firm or an Individual). IN WITNESS WHEREOF the Bank has set its hands to these presents through its duly authorized official and the contractor has caused its common seal to be affixed hereunto and the said duplicates have/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written (If contractor is a Company). Signature Clause:

| Signature clause:  |   |
|--|---|
| SIGNED AND DELIVERED                                     |   |
| By the hand of Shri                                      |   |
| In presence of   |   |
| 1Address   |   |
| 2.   |   |
| Address  |   |
| (Witness)  |   |
| SIGNED AND DELIVERED by                                  | (If the Contractor is a Partnership Firm or an individual , |
| should be signed by all partners or by duly authorized p | erson on behalf of all partners)                            |
| (1)  |   |
|  |   |
|  |   |
|  |   |

| यनि  | यन बैंक 间 Union E   | Bank  |
|--|---|---|
| পূর্ণ  | ऑफ ट्रंडिया<br>भारत सरकार का उपक्रम<br>अन्या                          | of India  |
|  | Andhra Corporation  |   |
| Address(2)   |   |   |
| Address<br>(Witness)   |   |   |
| THE COMMON SEAL OF<br>Directors at the Meeting held on<br>with the sealing clause in the Articles of Assoc | was here into affi<br>( If the Contractor signs under its<br>ciation) | xed pursuant to the resolution By Board of common seal, the Signature Clause should tally |
| SIGNED AND DELIVERED by (1)  | _   |   |
| (2)  |   |   |
| 1)<br>Address  |   |   |
| (2)<br>Address   |   |   |
| (Witness)  |   |   |
| SIGNED AND DELIVERED by<br>Attorney , whether a Company or Individual)                                     | (If the Co  | ntractor has signed by the hand of Power of   |
|  |   |   |
| (1)<br>Address   |   |   |
| (2)  |   |   |
| Address  |   |   |
| (Witness)  |   |   |
|  |   |   |
|  |   |   |
|  |   |   |
|  |   |   |
|  |   |   |
|  |   |   |
|  |   |   |
|  |   |   |
|  |   |   |
| M/s. SHAW ARCHITECTS   | Page 12 of 47   | SIGN AND SEAL OF CONTRACTOR   |



# **GENERAL CONDITIONS OF CONTRACT**

# 1.0 DEFINITIONS

"Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between Union Bank of India (client) and the Contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

**1.1** In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 'UBI shall mean Union Bank of India (client) having its Regional Office at 2<sup>ND</sup> Floor, UBI Bhavan, Station Road, Sayajigunj, Vadodara-390005, Gujarat. and includes the Client's representatives, successors and assigns.

'Architect/consultants' shall mean APPOINTED ARCHITECTS: Shaw Architects having its Head Office at SF-218, Samanvay Silicon, Sayajigunj, Vadodara-3900 05 and it shall include its representative, successors and assigns.

1.1.2 'Site Engineer' shall mean an Engineer appointed by the Bank or the Architect or by the Bank through Architect.

1.1.3 As their representative to give instructions to the contractor.

1.1.4 'The Contractor' shall mean the individual or firm or company whether Incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firm or company.

The expression 'Works' or 'Works' shall mean the permanent or temporary work described in the 'Scope of Work' and/or to be executed in accordance with the contract and includes materials, apparatus, equipment's, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.5 'Engineer' shall mean the representative of the Architect/Consultant.

1.1.6 'Drawings' shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time 'Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.1.7 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the Architects/consultant. "Month" mean calendar month.

- 1.1.8 'Week' means seven consecutive days.
- 1.1.9 'Day' means a calendar day beginning and ending at 00 hr and 24 hrs respectively.

### CLAUSE

# 1.0 TOTAL SECURITY DEPOSIT

Total Security Deposit shall be as defined in "NIT".

### a) EARNEST MONEY DEPOSIT

The tenderer shall furnish EMD as specified in the NIT in the form of Demand draft drawn in favor of the Union Bank of India on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required format. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open for acceptance by the UBI or after it is accepted by the UBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

# b) INITIAL SECURITY DEPOSIT (ISD)

The amount of ISD shall be 2% of accepted value of tender including the EMD. Balance of ISD (i.e. excluding EMD) is to be submitted in the form of D/D drawn on any scheduled Bank and shall be deposited within 15 days from the date of letter of acceptance of tender.

### c) RETENTION MONEY

M/s. SHAW ARCHITECTS



The retention percentage (i.e. deduction from interim bill) shall be 8% of the gross value of each interim bill. The maximum amount of retention money shall be the balance amount of the Total Security Deposit.

50% of the retention amount is refunded to the contractor on completion subject to the following:

i. Issue of Virtual Completion Certificate by the Architect / Premises Department.

ii. Contractor's removal of his materials, equipment, labour force, temporary sheds / stores etc. from the site, (excepting for a small presence required if any for the Defect Liability Period and approved by the Bank).

The remaining 50% of the amount may be refunded 14 (fourteen) days after the end of defects liability period provided, he has satisfactorily carried out all the works and attended to all defects in accordance with the conditions of the Contract, including site clearance.

# 2.0 LANGUAGE

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

### 3.0 ERRORS, OMISSIONS AND DISCREPANCIES

In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply:

i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.

ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

iii) Between written description of items in the specifications and description in bills of quantities of the same former shall be adopted.

a) In case of difference between rates written in figures and words, the rate in word shall prevail.

b) Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

### SCOPE OF WORK

The contractor shall carryout complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the Architect/Consultant. The Architect/Consultant at the directions of the Bank from time to time, issue further drawings and/or written instructions, detail directions and explanations which are hereafter collectively referred to as the Architect/Consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or submission of any work. Any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the Contractor and any submission of any other materials thereof the removal and or reexecution of any work executed by him, the dismissal from the work of any person employed/engaged there upon.

# 5.0

# (I) LETTER OF ACCEPTANCE:

Within the validity period of the tender, the Bank shall issue a letter of acceptance either directly or through the Architect/Consultant by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the UBI and the contractor.

# (II) CONTRACT AGREEMENT:

On receipt of intimation of the acceptance of tender from the UBI/Architect the successful tenderer shall be bound to implement the contract and within fifteen days thereof. He shall sign an agreement on a non-judicial stamp paper of appropriate value. The successful contractor may be required to sign agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses, incidental thereto.

# 6.0 OWNERSHIP OF DRAWINGS:

All drawings, specifications and copies thereof furnished by the UBI through its Architect/Consultants are the properties of the UBI. They are not to be used on other work.

# 7.0 DETAILED DRAWINGS AND INSTRUCTIONS:

The UBI through its Architect/Consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract document, true developments thereof and reasonably inferable there from.



The work shall be executed in conformity therewith and the contractor will prepare a detailed program schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the UBI through its Architect/Consultant.

### 8.0 COPIES OF AGREEMENT:

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

# 9.0 LIQUIDATED DAMAGES:

If the contractor fail to maintain the required progress or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the UBI on account of such breach to pay a liquidated damages as mentioned in NIT.

### **10.0 MATERIALS, APPLIANCES AND EMPLOYEES:**

Unless or otherwise specified the contractor shall provide and pay for all materials, labor, water, power, tools, equipment, transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be of best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or any one not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the UBI/Architect/Consultant shall be removed from the site immediately.

### **11.0 PERMITS, LAWS AND REGULATIONS:**

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notice and comply with the regulations, laws and ordinances, rules applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the UBI in writing under intimation of the Architect/Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnity the UBI any legal actions arising there from.

### **12.0 SETTING OUT WORK:**

The contractor shall set out the work and shall be responsible for the true and perfect setting out the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and got it approved by the Architect/Consultant before proceeding with the work at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the Architect/Consultant the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the UBI.

### 13.0 PROTECTION OF WORKS AND PROPERTY:

The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the UBI's properties from the injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and not due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local body's safety laws and building codes to prevent accidents or injuries to persons or property on about or adjacent to his place of works. The contractor shall take insurance cover as per clause at his own cost. The policy may be taken in joint names of the contractor and the UBI and the original policy may be lodged with the UBI.

### **14.0 INSPECTIONS OF WORK:**

The UBI/Architect/Consultant or their representatives shall at all reasonable times have free access to the work site and/or to the workshop, factories, or other places where materials are laying or from where they are obtained and the contractor shall give every facility to the UBI/Architect/Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the UBI/Architect/Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance commission.

### **15.0 ASSIGNMENT AND SUBLETTING:**

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engaged or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of the UBI though the Architect and no undertaking shall relieve the contractor from the responsibility of the contractor form active superintendence of the work during its progress.

**16.0 QUALITY OF MATERIALS, WORKMANSHIP & TEST** 

i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with the Architect/Consultant's instruction and shall be subject from time to time to such test as the Architect/Consultant may direct at the place of manufacture of fabrication or on the site or in an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labor and materials as are normally required for examining, measuring, sampling and testing any material or part of work before incorporation in the work for testing a may be selected and required by the Architect/Consultant.

nion Bank

नेयन बैंक

अन्द्रिन Andhra

### ii) Samples

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

### iii) Costs of Test

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

### iv) Cost of test not provided for

If any test is ordered by the Architect/Consultant which is either

a) If so intended by or provide for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect/Consultant to be carried out by an independent person at any place other than the site of the place of manufacture or fabrication of the materials tested or any Government approved laboratory, then the cost of such test shall be borne by the contractor.

# **17.0 OBTAINING INFORMATION RELATED TO EXECUTION OF WORK:**

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work or any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

### **18.0 CONTRACTOR'S SUPERINTENDENCE**

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect/Consultant may consider necessary until the expiry of the defect's liability period, hereto. **19.0 QUANTITIES:** 

i) The bill of quantities (BOQ) unless or otherwise shall be deemed to have been prepared in accordance with the Indian Standard method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent.

### 20.0 WORKS TO BE MEASURED

The Architect/Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the mode of Measurements detailed in the specifications. The representative of the Architect/Consultant shall take the joint measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the measurement book. Should the contractor no attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the



Architect/Consultant shall be final. All authorized extra work, omissions and all variations made shall be included in such measurement,

### **21.0 VARIATIONS**

No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the contract. In case the UBI/Architect/Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions, the contractor shall alter to, 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 deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alternations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

### 22.0 VALUATION OF VARIATIONS:

a) No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect/Consultant with the concurrence of the UBI s herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

i) The net rates or prices in the contract shall be determine in the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.

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

**b)** The net price of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereunder.

c) Where the extra works are not of similar character and/or executed under similar conditions are aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/Consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/Consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper based on the market rate.

**d)** Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates Union in the tender of the BOQ or, if not, so Union then in accordance with the local day work rates and wedges for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect/Consultant at or before the end of the week following that in which the work has been executed.

e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labor, hire/running charges of equipment's and wastage etc. plus 15% toward establishment charges, contractor's overheads and profits. Such items shall not be eligible for escalation.

### **23.0 FINAL MEASUREMENTS:**

The measurements and the valuation in respect of the contract shall be completed within six months of the virtual completion of the work.

### 24.0 VIRTUAL COMPLETION CERTIFICATE (VCC)

On successful completion of the entire works covered by the contract to the full satisfaction of the UBI, the contractor shall ensure that the following works has been completed to the satisfaction of the UBI.

a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labor, equipment and machinery.

**b)** Demolish, dismantle and remove the contractor's site office, temporary works, structure including labor sheds/camps and construction of other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the UBI and not incorporated in the permanent works.



c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the UBI and shall clear, level and dress, compact the site as required by the UBI.

d) Shall put the UBI in undisputed custody and possession of the site and all land allotted by the UBI.

e) The contractor shall hand over the work in a peaceful manner to the UBI.

**f)** All defects/imperfection have been attended and rectified as pointed out by the UBI to the full satisfaction of the UBI.

Upon the satisfactory fulfillment by the contractor as Union above, the contractor shall be entitled to apply to the Architect/Consultant is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the Architect/Consultant shall within fourteen (14) days of the receipt of the applicant for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the UBI's rights and contractors liabilities under the contract including the contractor's liability for defect liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the UBI against the contractor in respect of works or works at the site and in respect of which the VCC has been issued.

### **25.0 WORK BY OTHER AGENCIES:**

The UBI/the Architect/Consultant reserve the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the UBI. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

### 26.0 INSURANCE OF WORKS:

Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the UBI and the contractor against all loss or damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the UBI and contractor are covered for the period stipulated in clause 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be affected with an insurer and in terms approved by the UBI which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect/Consultant the policy of insurance and the receipts for payments of the current premiums.

### 26.1 DAMAGE TO PERSONS AND PROPERTY

The contractor shall, except if and so far as the contact provides otherwise indemnify the UBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- **b)** The right of UBI to execute the works or any part thereof, over, under, in or through any lands.

c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contact.

**d)** Injuries or damages to persons or properties resulting from any act or neglect of the UBI, their agents, employees or other contractors not being employed by the contractor or for or in respect of any claim, proceedings damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents. Such part of the compensation as may be just and equitable having regard to the extent of the



responsibility of the UBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

### **26.2 CONTRACTOR TO INDEMNIFY UBI**

The contractor shall indemnify the UBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision of this sub-clause 26.2.

### 26.3 CONTRACTOR'S SUPERINTENDENCE

The contractor shall fully indemnify and keep indemnified the UBI against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against UBI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the UBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect/Consultant in this behalf.

### 26.4 THIRD PARTY INSURANCE

26.4.1 Before commencing the execution of the work the contractor but without limiting

obligations and responsibilities under clause **26.0** of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of UBI, or to any person, including any employee of the UBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause **26.0** thereof.

### 26.4.2 MINIMUM AMOUNT OF THIRD-PARTY INSURANCE

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

The minimum insurance cover for physical property, injury and death is Rs. 2.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

### 26.5 ACCIDENT OR INJURY TO WORKMAN:

**26.5.1** The UBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any subcontractor, save and expect an accident or injury resulting from any act or default of the UBI or their agents or employees. The contractor shall fully indemnify and keep indemnified the UBI against all such damages and compensations, save and except as aforesaid and against all claim's proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

### 26.5.2 INSURANCE AGAINST ACCIDENTS ETC. TO WORKMEN:

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

### 26.5.3 REMEDY ON CONTRACTOR'S FAILURE TO INSURE:

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

**26.5.4** Without prejudice to the other rights of the UBI against the contractor, in respect of such default, the Bank shall be entitled to deduct from any sums payable to the contractor the amount of any damages, costs, charges and other expenses paid by the UBI and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such



damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or good destroyed or damaged.

### 27.0 COMMENCEMENT OF WORKS:

The date of commencement of the work will be reckoned as the date of handing over site or fifteen days from the date of issue of letter of acceptance of the tender by the UBI whichever is later.

### 28.0 TIME OF COMPLETION:

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within as specified in the NIT from the date of commencement. If required in the contract or as directed by the Architect/Consultant, the contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract. **29.0 EXTENSION OF TIME:** 

If, in the opinion of the Architect/Consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/Consultant may submit a recommendation to the UBI to grant a fair and reasonable extension of time for completion of work as per the terms for contract. If the contractor needs and extension of the time for completion of the work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the UBI through the Architect/Consultant in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The Architect/Consultant shall submit their recommendations to the UBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended times, which will quality for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the UBI. The provision of liquidated damages as Union under clause 9 GCC shall become applicable. Further the correct shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

### **30.0 RATE OF PROGRESS:**

Whole of the materials, plant and labor to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works to be of a kind and conducted in a manner to the satisfaction of the Architect/Consultant should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect/Consultant too slow to ensure the completion the whole of the work by the prescribed time or extended time for completion the Architect/Consultant to expedite progress so as to complete the works by the prescribed time extended time. Such communications from the Architect/Consultant neither shall relieve the contractor from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

### **31.0 WORK DURING NIGHTS AND HOLIDAYS:**

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect/Consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect/Consultant. However, the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the work being technically required/continued with the prior approval of the Architect/Consultant at no extra cost to the UBI.

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

### 32.0 NO COMPENSATION FOR RESTRICTIONS OF WORK:

If at any time after acceptance of the tender UBI shall deduct to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out, the Architect/Consultant shall give notice in writing to that effect to the contactor and the contactor shall acct accordingly. In the matter the contactor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequences of the foreclosure of the whole or part of the work.

Provided that the contactor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any position thereof and taken back by the contactor, provided however that the Architect/Consultant shall have in such cases the



opinion of taking over all or any such material at their purchase price or at local current rate whichever is less. "In case such stores having been issued form UBI stores and returned by the contactor to stores, credits shall be given to him at the less rate not exceeding those at which were originally issued to the contactor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contactor and in this respect the decision of the Architect/Consultant shall be final.

### **33.0 SUSPENSION OF WORK:**

- i) The contractor shall, on receipt of the order in writing of the Architect/Consultant (whose decision shall be final and binding on the contractor) suspended the progress of work or any part thereof for such time and in such manner as the Architect/Consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
- a) On account any default on the part of the contractor, or
- **b)** For proper execution of the works or part thereof for reasons other than the default the contactor or
- c) The contactor shall during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect/Consultant.
- **ii)** If the suspension is ordered for reasons (b) and (c) in sub-para (i) above: The contactor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

### 34.0 ACTION WHEN THE WHOLE SECURITY DEPOSIT IS FORFEITED

In any case in which under any clause or clauses of this contract, the contactor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect/Consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the UBI.

a) To rescind the contact (of which rescission notice in writing to the contactor by the Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contactor shall be forfeited and be absolutely at the disposal of UBI.

**b)** To employ labor paid by the UBI and to supply materials to carry out the work, or any part of the work, debiting the contactor with the cost of the labor and materials (the cost of such labor and materials as worked out by the Architect/Consultant shall be final and conclusive against the contractor.) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract, the certificate of the Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architect/Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by the UBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the UBI the contractor shall have no claim for compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

### 35.0 OWNER'S RIGHT TO TERMINATE THE CONTRACT:

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an Insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to



him to do so, to show to the reasonable satisfaction of the Architect/Consultant 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 to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor. Or shall assign or sublet this contract without the consent in writing of the UBI through the Architect/Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

a) has abandoned the contract; or

**b)** has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the UBI through the Architect/Consultant written notice to proceed, or

has failed to proceed with the works with such diligence and failed to make such due progress as would enable the c) works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the UBI through the Architect/Consultant that the said materials were condemned and rejected by the Architect/Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance to the UBI's or the Architect/Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the UBI and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the power the UBI or the Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And further the UBI through the Architect/Consultant their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any was interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed as soon thereafter as convenient the UBI or the Architect/Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the UBI sell the same by public auction. The contractor shall have no right to question any of the act of the UBI incidental to the sale of the materials etc.

### **36.0 CERTIFICATE OF PAYMENT:**

The contractor shall be entitled under the certificates to be issued by the Architect/Consultant to the contractor within 10 working days from the date of receipt of certificate to the payment from UBI from time to time. The UBI shall recover the statutory recoveries other dues including the retention amount from the certificates of payments.

They shall provide always that the issue of any certificate by the Architect/Consultant during the progress of works or completion shall not have effect as certificate of satisfaction or relive the contractor from his liability under clause.

The Architect/Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Architect/Consultant may by any certificate make any corrections required in previous certificate.

The UBI shall modify the certificate of payments as issued by the Architect/Consultant from time to time while making the payment. The contractor shall submit interim bills only after taking actual measurements and properly recorded in the M books.

The contractor shall not submit interim bills when the approximate value of work done by him is less than Rs 6 lacs and the minimum interval between two such bills shall be one month.

The final bill may be submitted by the contractor within a period of one month from the date of virtual completion and the Architect/Consultant shall issue the certificate of payment within a period of two months. The UBI shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities etc.

The contractor shall submit the interim bills in the prescribed format with all details.



### **37.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instruction, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

i) If the contractor consider that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractors shall forthwith give notice in writing of his claim, or dispute to **REGIONAL OFFICE**, **VADODARA** and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the **REGIONAL OFFICE**, **UBI VADODARA**. in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Chief Manager (P&E) in writing in the manner and within the time aforesaid.

**ii)** The Chief Manager (P&E) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Chief Manager (P&E) submit his claims to the conciliating authority namely the for conciliation along with all detail and copies of correspondence exchanged between him and the Deputy General Manager.

**iii)** If the conciliation proceedings are terminated without settlement of the disputes, the contractors shall, within a period of 30 days of termination thereof shall give a notice to the concerned CHIEF GENERAL MANAGER of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

**iv)** Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the CHIEF GENERAL MANAGER. It will so be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under.

It is also a term of this contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of this contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their Union of claims and counter Union of claims. The venue of the 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 parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.



### **38.0 WATER SUPPLY**

The contractor shall make his own arrangement for water required for the work and nothing extra will be paid for the same. This will be subjected to the following conditions:

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect/Consultant.
- **ii)** The contractor shall make alternative arrangement for the supply of water if the arrangement made by the contractor for procurement of water in the opinion the Architect/Consultant is unsatisfactory.

**38.1** The contractor shall construct temporary well/tube well in UBI land for taking water for construction purpose only after obtaining permission in writing for the UBI. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements, to avoid any accidents or damage caused due to construction and subsequent maintenance of the well. He has to obtain necessary approvals from the local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of the work or hand over the well to the UBI without any compensation as directed by the Architect/Consultant.

### **39.0 POWER SUPPLY:**

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

### 40.0 TREASURE TROVE ETC.:

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

### 41.0 METHOD OF MEASUREMENTS:

Unless otherwise mentioned in the schedule of quantities or in mode of measurement or elsewhere in these documents the measurement will be on the net quantities or work produced in accordance with up to date as per rules laid down by the Bureau of Indian Standards. In the event any dispute/disagreement the decision of the Architect/Consultant shall be final and binding on the contractor.

### 42.0 MAINTENANCE OF REGISTERS:

The contractor shall maintain the registers as directed/instructed by the Bank/Architects as per the approved Performa at site of work and should produce the same for inspection of the UBI/the Architect/Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Govt. from time to time.

- (1) Register for secured advance
- (2) Register for Hindrance to work
- (3) Register for Running Account Bill
- (4) Register for Labor

### 43.0FORCE MAJEURE:

43.1 Neither contractor nor UBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storm, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable

control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

43.2 As soon as the clause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

43.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause it and inability resulting their form having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.



43.4 Should one or both parties be prevented from fulfilling the contractual obligations by a Union of force major lasting to a period of 6 months or more the two parties shall each other to decide Regarding the future execution of this agreement? 44.0 LOCAL LAWS, ACTS, REGULATIONS:

The contractor shall strictly adhere to all prevailing labor laws inclusive of contract labor (regulation and abolition act of 1970) and other safety regulation. The contractor shall comply with the provision of all labor legislation including the latest requirements of all the Acts, Laws, any other regulations that are applicable to the execution of the project.

- i) Minimum Wages Act 1948 (Amended)
- Payment of Wages Act 1936 (Amended) ii)
- iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract labor regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (Amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- Personal injuries (compensation insurance) act 1963 and any other modifications vii)
- viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
- Shop and establishment Act ix)
- x) Any other act or enactment relating thereto and rules framed there under from time to time.

# 46.0 ACCIDENTS:

The contractor shall immediately on occurrence of any accident at or about the site or in connection with in execution of the work report such accident to the Architect/Consultant. The contractor shall also such report immediately to the competent authority wherever such report is required to be lodged by the law and take appropriate actions thereof.

# **47.0 REMOVAL OF IMPROPER WORK:**

The Bank / Architect shall during the progress of the work have power to order in writing form time to time the removal from the work within such reasonable time to time as any be specified in the order of any materials which in the opinion of the Bank / Architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instruction. 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 thereof as certified by the Bank /Architects 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 Architects, shall relieve the contractor from his liability in respect of unsound work or bad materials. The decision of the Banks in this regard shall be final and binding on the contractor.

### **48.0 DISMISSAL OF WORKMEN:**

The contractor shall on the request of the Bank / Architect immediately dismiss from works any person employed thereon by him. Who may in opinion of the Bank / Architect is unsuitable or incompetent or who may misconduct? Such discharge shall not be the basis of any claim for compensation or damages against the Bank or any of their chief officer or employee.

# 49.0 CONTRACTOR'S EMPLOYEES:

The contractor shall employ technically qualified and competent supervisors for the work shall be available (by turn) throughout the working hours to receive and comply with instructions of the Bank /Architects. The contractor shall engage at least one experienced engineer as site in charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. The contractor shall employ local laborers on the work as far as possible. No laborer below the age of sixteen years and who is not an Indian shall be employed on the work. Any laborer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order on control of the Bank or his representative shall be a person employed by the contractor. The contractor shall comply with the provisions of all labor legislation including the requirements of

- (a) The payment of wages act.
- (b) Bank 's liability act.
- (c) Workmen's compensation act.
- (d) Contract labor (regulation & abolition) act, 1970 and central rules 1971.
- (e) Apprentices act. 1961.

(f) Any other act or enactment relating thereto and rules framed hereunder from time to time.



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 nay workmen. The contractor shall comply at his own cost with the order of requirement of any health officer of the Sate or any local authority or the Bank rewarding the maintenance of proper environmental sanitation of the area where the contractor's laborers are housed or accommodated, for the prevention of small pos, cholera, plague, typhoid, malaria and other contagious diseases. The contactor 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 of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind 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 an also to the competent authority where such report is required by law.

### **50.0 ASSIGNMENT:**

The contractor shall execute the whole of the works included in the contract and the contractor shall not directly or indirectly transfer, assign or underwrite the contract or any part, share or interest therein not, 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.

### **51.0 CLEARING SITE ON COMPLETION:**

On completion of the works the contractor shall clear away and remove from the site all construction plant, surplus material, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Bank / Architects.

### 52.0 DEFECTS AFTER COMPLETION:

The contractor shall make good at this own cost and to the satisfaction of the Bank / Architects 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 thereto 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 money 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 balance from the contractor from the amount retained together with any expenses the Bank may have incurred in connection therewith.

### 53.0 CONCEALED WORK:

The contractor shall give due notice to the Bank / Architects whenever any work is to be buried in the earth, enclosed or in the bodies of walls or otherwise becoming in accessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default where of the same shall, at the opinion of the Bank / Architect be either opened up for measurement at the contractor's expenses 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.

### 54.0 ESCALATION:

The rate quoted shall be firm throughout the tenure of the contract including extension of time, if any, granted and will not be subject to any fluctuation due to increase in cost or materials, labor, sales tax, octroi, etc. (EXCLUDING GST).

### 55.0 SIGNING OF TENDER:

The tender shall contain the name residence and place of business of person or person making the tender and shall be signed by the contractor with his usual signature. Partnership firms shall furnish the full name of all partners in the tender. It should be signed in the partnership name by all partners or by duly authorized representative followed by corporation shall be signed by an authorized representative, and in power of Attorney in that behalf shall accompany the tender. A copy of constitution of the firm with names of all partners shall be furnished.

### 56.0 TRANSFER OF TENDER DOCUMENTS:

Transfer of tender documents purchased by one intending contractor to another is not permitted.



# **CONDITIONS OF THE CONTRACT**

### NOTE:

The requirements of these conditions shall be fulfilled by the Tenderer without extra charges, the item rates quoted shall be deemed to have taken these conditions into account.

3.1 If any additions and alterations are found necessary the Tenderer will have to do the same within the Tendered rates with the approval of the Bank.

3.2 The Contractor shall employ adequate labor to complete the work within the scheduled time and shall make his own arrangements for housing materials etc.

3.3 The Contractor shall have to make his own arrangements to house & food for his labor and staff, and for their services.

3.4 All Tendered rates shall include for the cost of materials, labor, supervision, tools, plant, transport, all taxes, contingencies duties, breakages, wastages, sundries, scaffolding etc., complete.

3.5 All instructions regarding the execution of works shall be received from the Bank only. Any other instructions issued directly to the contractor by anyone else shall not be binding on the Contractor.

3.6 The Bank, through the Consultants, shall have the power on omit or cancel; any item of work without assigning any reason whatsoever and no claim for compensation for damage will be entertained for such omissions and cancellations.

3.7 The Contractor shall maintain satisfactory progress of work as well as maintain a desired level of workmanship. If in the opinion of the Bank if the progress is unsatisfactory and/or the workmanship is unsatisfactory, the Bank shall take possession of the work with 7 days to that effect. The Bank shall then complete the entire work and rectify all the defects at the Contractors cost and consequences.

3.8 The case the Bank is not satisfied with the quality of materials used by the Contractors, Bank reserves the right to direct the Contractor to procure such supplies from the agencies suggested by the Bank and the Contractor is bound by this instruction for purchase of materials.

3.9 The Contractor is to be responsible for clearing any or all dirt, rubbish, and superfluous materials as they accumulate and to leave the premises in a clean and orderly condition on completion. No extra payment shall be made for doing this work.

3.10 Any work which is not approved by the Bank shall have to be removed within 24 hours from the time of order and shall have to be redone by the Contractor at his own cost and this cost will be borne by the Contractor.

3.11 No deviation whatsoever for any reason will be permitted. However, if any deviation becomes necessary, the same should be brought to the immediate notice of the Bank and written approval must be obtained for such deviation before proceeding with the execution of work.

3.12 The Bank has got the right to supply any materials required for the work and the cost of the materials so supplied will deducted from the bills of the successful Contractor.

3.13 The Contractor shall be responsible for the safe custody of the materials issued to him by the Bank till they are used for the work. He shall make his own arrangements for the safe custody and proper storage and preservation in sound conditions till the same are actually used in the work.

3.14 For any new item the rate will be fixed by the Bank as per prevailing fair market rate, labor and overheads which will be binding on the Contractor.

3.15 The Contractor shall have a competent supervisor on the site all the times.

3.16 In case the brand of materials mentioned in the Tender is not available in the market, the alternate materials to be used shall be approved by the Bank.

3.17 The Contractor should strictly adhere to the specifications and make of the materials.

3.18 Any clarification on the specifications or further details needed, the Contractor has to contact the Bank.

3.19 Contractor should ensure the safety of his staff / Technicians/ Labor working at the work site. He should provide all necessary safety equipment to his personnel working at the site.

3.20 Contractor should obtain necessary Group Insurance for his personnel working at the site to provide medical treatment / compensation etc. to any of his staff/worker in case of any accident. Bank is not bound to provide any assistance of any form in this matter.



# ACCEPTANCE OF CONTRACTOR FOR LABOR LAWS

1. The successful Tenderer / Contractor shall carefully and diligently implement the provisions of the Contract Labor Act & Contract Labor Rules.

2. The Bank shall be entitled to deduct from the Contract Consideration, any such amount which the Bank has to pay in accordance with the Contract Labor (Regulation & Abolition) Act 1971 and Workmen's Compensation Act, in the event of the Bank have to disburse compensation / effect any payment under the Contract Labor Acts / Rules.

3. Please note that as per rule 81(1) of Contract Labor (R&A) Rules, 1971, it is mandatory on the part of the Contractor to display the notice containing the following details at prominent place at the work site.

(a) Rates of wages.

(b) Hours of work.

(c) Wage periods.

(d) Dates of payment of wages.

(e) Names & addresses of the Labor Inspectors having jurisdiction &

(f) Date of payment of unpaid wages. The notice containing the above details shall be displayed without fail at the work site.

4. The Contractor shall not engage any workmen for wages, less than the minimum wages prescribed under the notification issued by the Central Government.

5. The contractor should follow all labor laws/guidelines laid down by central /state government from time to time.

### CERTIFICATE

I / WE HAVE READ, FULLY UNDERSTOOD THE ABOVE-MENTIONED REGULATIONS OF LABOR LAWS/GUIDELINES AND ACCEPT THE SAME IN TOTO. I ALSO UNDERTAKE TO FOLLOW ALL LABOR LAWS/GUIDELINES LAID DOWN BY CENTRAL /STATE GOVERNMENT FROM TIME TO TIME & INDEMNIFY THE BANK AUTHORITIES.

SIGNATURE OF THE CONTRACTOR WITH SEAL & DATE



# SAFETY CODES: GENERAL SAFETY CODES:

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.

2. An injured shall be taken to a Public Hospital without loss of time, in cases where the injury necessitates hospitalization.

3. Suitable and strong scaffolds should be provided for workman for all works that cannot safely be done from the ground.

4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. clear. And the distance between two adjacent rungs shall not be more than 30 cm When a ladder is used an extra mazdoor shall be engaged for holding ladder.

5. The excavated material shall not be placed within 1.5meters of the edge of the trench or half of the depth of trenches whichever is more. All trenches and excavation shall be provided with necessary fencing and lighting.

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

7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

8. Workers employed on mixing & handling material such as asphalt, cement mortar or concrete & lime mortar shall be provided with protective footwear & rubber hand-gloves.

9. Those engaged in welding work shall be provided with welder's protective eye-shields and gloves.

10. (i) No paint containing lead or lead products shall be used except in the form of paste and readymade paint.

(ii) Suitable facemasks should be supplied for use by the workers when the paint applied in the form of spray or surface having lead paint dry rubbed and scrapped.

11. Overalls shall be supplied by the contractor to the painters and the adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of works.

12. Hoisting machine and tackle used in the works, including their attachments, anchors and supports shall be in perfect condition.

The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength free from defect.

### FIRST AID

(a) At every work place, there shall be maintained in readily accessible place first aid appliance including an adequate supply of sterilized dressing and sterilized cotton wool. The appliance shall be kept in good order and in large work place they shall be placed under the charge of a responsible person who shall be readily available during working hours.

(b) At large work places, where hospital facilities are not available within easy distance of the works, first aid posts shall be established and be run by a trained compounder.

(c) Where large work places are remote from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

(d) Where large work places are situated in cities., tones in their suburbs and no beds are considered necessary owing to the proximity of city or town hospital, suitable transport shall be provided to facilitate removal or urgent cases to the hospitals. At other work places some conveyance facilities such as a car, shall be kept readily available to take injured person or persons suddenly taken will to the nearest hospital.

### **DRINKING WATER**

(a) In every work place, there shall be provided and maintained at suitable places easily accessible to labor sufficient supply of cold water fit for drinking.

(b) Where drinking water is obtained form an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

(c) Every water supply of storage shall be at a distance of not less than 15m. form any latrines, drain or other source of pollution. Where water has to be drawn form an existing well which the proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn form it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.

(d) A reliable pup shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.



# PREAMBLE AND SPECIFICATIONS

The quantities given in this schedule of quantities are approximate and subject to variations without vitiating the contract. **Pricing:** 

The rate for each item of work shall, unless expressly stated otherwise, include the following (but not limited to the list given below) for the completion of works in all respects as per conditions of Contract, technical specifications, drawing etc.:

All taxes such as Octroi, Sales tax, Work Contract Tax, Royalties, Transportation, Freights, Packing and forwarding charges Insurance etc.,

All requirements and expenses for completion of work as per Rules and Regulations of Local Bodies, State Government and Central Government of India.

All materials, equipment's, accessories, consumable, controls and instruments, tools, tackles, plants, scaffolding/double scaffolding labor, maintenance, fixing, cleaning, making good hauling, hoisting etc.,

Waste on material and labor.

Loading, Unloading, handling/double handling, setting out protection from weather, temporary supports, platforms etc., and the maintenance, of the same, dismantling of temporary works, disposal of debris and all other labor necessary for the execution of works.

Testing the installation as often as necessary, Contractors to arrange for all special instruments and tools required for such testing.

Painting of all equipment, pipes, supports etc., as per color codes to be decided for various systems.

Apportion of costs for general facilities to be used by the Contractor's staff such as lifts, electricity, telephones etc. during execution if such facilities are provided by other contractors and who arrange for such facilities in the first instance.

Fees for testing the materials, equipment or overall installation by appropriate authorities.

Supervising Civil/ Masonry / Carpentry Works done by other agencies on behalf of the **Bank** for electrical contractor.

All requirements of specification and drawings. Description of work given in the schedule of quantities is a brief description and shall be read in conjunction with specifications and drawings.

Removal of POP covering and carting away all unwanted material including POP.

The rates quoted by the Tenderer will be deemed to be for the finished work complete in all respects with accessories, fitting, mounting arrangements normally provided with such equipment and/or needed for execution, completion, safe operation of equipment as required through they may not have been specifically mentioned in technical specifications, drawings and/or schedule of equipment.

All minor Masonry, Carpentry and Civil works such as cutting opening in Masonry Walls, Internal Partitions, chasing on walls, etc. and making good the same to match existing works shall be provided by the contractor, whenever asked for by the **Architect**.

### SCHEDULE OF QUANTITIES

All items of work contracted for shall be executed strictly in accordance with the description of the item in the Schedule of Quantities, relevant drawings and specifications read in conjunction with the appropriate Indian Standard specifications and conditions of the contract and established Engineering practices.

The rate for each item of work included in the schedule of quantities shall unless expressly stated otherwise include cost of: All materials, fixing materials, accessories sequence of operations, appliances, tools, plant equipment, transport labor and incidentals required and completion of the work called for in the item and as per specifications and drawings completely Wastage on materials and labor

Loading transporting, unloading, handling as necessary, hoisting to all levels, and setting, fitting and fixing the position, protecting, disposal of debris as directed and all other labor necessary and to fully complete the job in accordance with contract documents, good practice and recognized principles of trade laid down in codes of practice.

Liabilities, obligations and risks arising out of conditions of contract.

All requirements of specifications, whether such requirements are mentioned in the item or not shall be provided for the specifications and drawings where available are to be read as complimentary to any part of the schedule of quantities and any work called for in one shall be taken as required for all similar items.

In the event of conflict between Schedule of Quantities and other documents including the specifications the most stringent among them shall apply and the interpretations of the **Architects** / owner shall be final and binding.



The Contractor shall be paid for the actual quantity of work executed by him in accordance with the drawings at the accepted rates.

This schedule shall be fully priced and the extensions and totals duly checked. The rates for all items shall be filled in INK. The entries under amount column shall be rounded off to the nearest Rupee.

No alterations whatsoever is to be made either to the description of items in the Schedule of quantities or specifications unless such alterations, is clarified in writing by the **Architect** / owner. Any such alterations, notes or additions shall unless clarified in writing be disregarded when tender documents are considered. Any observation on BOQ should be made in the letter accompanying technical bid for proper consideration and on disfiguring or overwriting in the documents is permitted.

In event of an error occurring in the amount column of the schedule, as a result of wrong extension of unit rate and quantity, the unit rate quoted by the Tenderer shall be regarded as firm and the extensions shall be amended on the basis of rates.

All errors in totaling in the amount column and in carrying forward totals shall be corrected.

Unless otherwise stated, all measurements shall be taken in accordance with Indian standard for building of Measurements IS 1200 latest revision effective on the date of measurement for interior items as applicable.

Any errors in quantity of items from the contract schedule shall not vitiate this contract but shall be corrected and deemed to be a variation by the **Architect** / Owner.

### DRAWINGS AND DATA

Within two weeks of placement of order/letter of intent contractor shall furnish the following data in triplicate for approval by **Architect** / Owner.

General arrangement drawing of the equipment on orders showing plan, elevations, and sectional views, mounting details. Bill of materials.

Descriptive catalogues, characteristic curves, duty point efficiency factor and technical particulars of all the various equipment's offered.

### SPARE PARTS AND MAINTENANCE FOR MATERIALS SUPPLIED

Tenderer shall offer along with the bid, duly recommended by manufacturer set of spare parts required for a period of 1 year's continuous operation. Itemized unit prices with exact quantities recommended for these spares shall be separately indicated for consideration of the Owner / Architect.

### DOCUMENTS MUTUALLY COMPLIMENTARY

The several documents forming the contract are to be read as mutually complementary to each other and in case of ambiguities/ discrepancies, the same shall be explained and clarified by the **Architect** / Owner to the Contractor in what manner the work is expected to be carried out to meet the end requirements.

### INSTRUCTIONS DURING EXECUTION

On the advice of the Owner, the **Architect** may issue further drawings and written instructions, details, directions and explanations collectively referred to as "Site instruction" in regard to:

Variations for modification of the design, quality or quantity of works as addition or omission or substitution of any works therein.

Any discrepancies in the drawings or between the schedule of quantities and/or specifications and/or drawings.

Removal from the site any material brought by the contractor and substitution of any other materials therefore.

The dismissal or removal from work of any person employed thereupon.

Removal/re-examination of any works executed in case of doubt of any nature.

Opening up for inspection of any work covered up without proper tests by the **Architect**.

Oversight on the part of the **Architect** / his assistant to disapprove any defective work or material shall not prejudice the Owner / **Architect**, thereafter to disapprove such work or materials and to order pulling down, replacement, removal breaking up or reconstruction.

The Contractor shall make his own arrangement for the engagement of all labor and shall be responsible for regulating their service conditions, work conditions in conformity with all Acts, Regulations, Rules or order of competent authority under relevant laws in force during the pendency of the contract.

Contractor shall indemnify the Owner from all claims relating to the workers/ staff/ sub-contractors, Salaries, Wages, Overtime, Leave, Provident Fund, Medical facilities, gratuity, Bonus or any other claim as applicable and stipulated in any statutory provisions, rules or order of competent authority.

All materials so far as procurable shall be of the reputed make in the category of manufacture and bear the stamp of quality of the Bureau Standards wherever applicable. The contractor shall furnish documentary proof, test certificates and guarantees as relevant to such materials from manufacturers, which shall match with the date of procurement.



### SPECIFICATIONS GENERAL

These specifications are for work to be done, items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under supervision and to the entire satisfaction of the **Architect** / owner.

The workmanship is to be the best available and of a very high standard, use must be made of specialist tradesmen in all types of work and necessary allowance must be made for the same in the rates quoted.

The materials and items to be provided by the contractor shall be the best of their respective kinds as specified in the tender and in accordance with the samples approved, where materials or products are specified in these specifications and/or Bill of Quantities by the name of the manufacturer of the brand name, trade name or catalogue reference, the contractor will require to obtain prior approval of the **Architect** / owner for using substitute material or product. The contractor shall produce all invoices, vouchers or receipted accounts for any materials if called upon to do so by the **Architect** / owner.

Samples of all materials are to be submitted to the **Architect** / owner for his approval before the contractor orders or delivers in bulk in the site. Samples together with their packing are to be provided by the Contractor free of charge and approved samples will be retained by the owner and designer for comparison with the materials which will be delivered to the site.

Should any materials be rejected by the **Architect** / owner, they will be removed from the site at the Contractor's expense. Also, the contractor will be required to submit specimen finishes of colors, fabrics, etc. for approval of **Architect** / owner before proceeding with the works. Should it be necessary to prepare shop drawings, and then four copies of such drawings shall be submitted for approval of the **Architect** who will retain two copies, all at the Contractor's expenses.

### **ELECTRICAL INSTALLATION:**

The whole of the electrical installation shall be carried out by a major registered licensed Electrical Contractor's firm.

The electrical installation shall include for the supply of the whole of the materials and the work of fixing, necessary for the complete installation. The work shall be carried out in strict accordance with the latest edition of the Regulations for the Electrical Equipment of Buildings issued by the Institute of Electrical Engineers I.E. rules and to the satisfaction of and in accordance with rules, regulations, and requirements of the supply company and the Fire department all to the entire satisfaction of the **Architect** / owner.

The positions of all points and equipment shown on the drawings shall be assumed to be correct for the purposes of tendering, but it is the main contractor's responsibility to check the exact positions on the site before commencing the works. **NOTE:** This specification is of the general type only and must be used in conjunction with the drawing of the particular item being made. Anything shown on the drawing and not in the specification must be compiled with, and vice versa.



# **SPECIAL CONDITIONS OF THE CONTRACT**

- 1. Contractor shall Be going through all documents before quoting rates, and provide for necessary coats as may be included in either bill or material or specifications.
- 2. Contractor shall give prices in blank column. Entries in English made in ink. Arrive also the grand total must also fill in all \* Rate only columns \* and sign all corrections.
- 3. Contract shall be invalid unless all rates are filled and no extra conditions shall be submitted. Contractor shall sign by all the legal partners of the firm.
- 4. Each of the tender documents shall sign by the Contractor.
- 5. The Contractor whose tender is accepted shall be bound to implement the contract within eight days of intimation from Architect.
- 6. Work shall be dome night and day without extra charge, if necessary.
- 7. Contractor shall provide for stacking materials in such a way as to facilitate rapid checking of quantities.
- 8. Materials supplied by owner shall be used only in owner's site.
- 9. Contractors shall pay any local charges relating to execution of work.
- 10. Contractor shall arrange for all wastage.
- 11. Contractors shall arrange for all temporary connections.
- 12. No extra shall be paid, quantity sheets and drawings both to be considered jointly and Architect is the final authority for the interpretation.
- 13. Site instruction shall be deemed for proper execution and shall be carried out without extra charge.
- 14. Order book with numbered pages shall be kept on site. Contractor shall carry out all instruction's properly.
- 15. Contractor shall insure whole work against fore, PIC and third-party insurance.
- 16. The contractor shall submit and get approval of the samples of all the materials and work item from the Architect or his authorized representative well in advance before commencing the bulk of work. The rest of the work shall be completed only on the express approval of the Architect.
- 17. Work shall be carried out as per specifications in tender schedules / C.P.W.D specification 1977 Volume I & II & along with the latest correction slips and the relevant Indian Standard Codes of practice & of as specified by the Architect. In case of doubts the decision of the Bank. Shall be final and binding on the contractor.
- 18. The General conditions of contract and standard contract form of the work will be followed as per Circular No. ADV/ © /Gen-53/71/CIR/ 103-73 dated 6<sup>th</sup> February 1973 issued by the Bureau of Public Enterprises, Ministry of Finance with latest modifications and as amended by bank. In their Paint Work procedure to suit their requirement.
- 19. Contractor must make arrangement for storage of cement at his cost.
- 20. structure injury to personnel during the progress of the work and he shall be liable to pay such compensation or may be decided by the Engineer-in charge in respect of such damages/ injuries. The contractor should rectify the damages at his cost of entire satisfaction of the Architect / bank engineer.
- 21. The serviceable materials out of the dismantled materials will be property of Bank and shall be properly streaked by the Contractors as directed by the Engineer-in-charge on the serviceability on the contractor.
- 22. All labor employed by the Contractor shall be covered by works men's compensation Act. Any death, injury of mishap to the workman of the Contractor will entirely be at the Contractor's responsibility and Bank shall not be liable to pay any damages for the same.
- 23. The Contractor shall give his permanent account number (from the income tax department).
- 24. Guarantee of minimum 10 years will have to be given by the Tenders for the water proofing treatment and indemnity bound for the purpose to be executed before release of the final payment / Security Deposit.
- 25. The work shall be carried out as per Indian Electricity Rules.
- 26. Appointed Architect by Union Bank of India will be Project Architect for the subject work.
- 27. The contractor may be required to make his own arrangement for water and electricity for the work.
- 28. The drawing contains the sketches showing salient details at various scales indicating the ascent of work & specifications must be followed, these can be modified from time to time in accordance with technical requirement at the site.
- 29. The prospective contractor, on intimation on acceptance of tender must submit progress net- work of the complete work based on bar-chart within four days as such of modified with the consent of the contractor shall form a part of the agreement.
- 30. The work shall be of highest standard, both as regard its design & workmanship. Modern tools & first-class latest techniques

shall be employed for its execution.

31. The contractor should employ adequate labor to complete the work within the specified time. No claim for the labor shall be entertained. The contractor shall also make his own proper arrangement for welfare, housing & safety of his material & labor.

Inion Bank

नेयन बैक

377न्ध्रा Andbra

- 32. The Architect shall have full powers to get the material or workmanship etc. inspected & tested by an independent agency for its soundness & adequacy at the cost of contractor.
- 33. The contractor shall examine all drawings before commencing the actual work & report to the Architect any discrepancies for omission & shortcomings in the drawings or when they conflict with works, or with each other.
- 34. The contractor shall visit the site of the work & shall satisfy himself as to the conditions under which the work has to be performed. He shall also check & ascertain the location of the existing structure or equivalent or another, which may affect the work. No claim, made in ignorance or misunderstanding or the site conditions or a ground or insufficient description shall be entertained.

# TECHNICAL SPECIFICATIONS FOR AIR-CONDITIONING WORKS

### 1.0 Scope

1.1 Supply Installation, testing and commissioning of the split air-conditioners meeting in all respects the intents of the specifications. The supply of the units shall comprise:

a) Outdoor unit

b) Indoor Unit

c) Refrigerant piping connecting the two and drain piping

d) Electrical wiring from the socket – outlet through the indoor and outdoor units with provision for local remote control.

### 2.0 Outdoor Unit

2.1 The outdoor condensing unit shall comprise a compressor, condenser coil, condenser fan, refrigerant connections and a casing. The compressor shall be hermetic type resiliently mounted for quiet operation. The compressor drive shall be a single-phase motor refrigerant cooled and shall have an inbuilt over load protector. The unit shall be capable of frequent starting and stopping without causing any over load.

2.2 The condenser coil shall be a copper tube with aluminum fins. The tube diameter shall be not less than 10mm with a wall thickness of 0.4 mm copper. Tube shall have aluminum fins adequately bonded through a process of mechanical expansion. The number of fins shall not exceed 520 per meter (13 per inch) and the number of rows in each case shall be for the specified output. The condenser fan shall be a multi-blade propeller type designed for low noise and directly driven by a totally enclosed fan motor. The refrigerant connections shall be brought out into plain stub ends.

2.3 All the components shall be enclosed in a casing formed from heavy gauge 1.6mm galvanized sheet steel totally rust inhibited.

### 3.0 Indoor Unit

3.1 The indoor unit shall be versatile and shall be capable of mounting on the ceiling with simple site alteration. The unit shall consist of an evaporator fan and motor, evaporator coil, wherever shown in drawing additional drain tray, air filter, outlet for duct connection and controls shall be provided.

3.2 The evaporator fan shall be double inlet; double width centrifugal forward curved impellers statically and dynamically balance. The impellers shall be mounted on either side of a double shafted 2/3 speed motor directly driving the fans. The fans shall be housed in a sheet steel a high impact ABS plastic enclosure which is acoustically treated. The evaporator coils shall be similar to the condenser coil and made of copper tube with aluminum fins and the refrigerant lines brought out to plain stub ends within the unit casing.

All duct able split air conditioner should have of the following controls.

High Pressure Cut Out.

Low Pressure Cut Out.

Protection for motor.

Over load protector.

### 4.0 Installation

4.1 The outdoor unit shall be installed as mentioned in the NIT. The indoor unit shall be ceiling suspended as shown on drawings/ as per the requirement of client.

4.2 Refrigerant lines shall be inconspicuously and generally as shown in the drawings and as directed on site. The suction and liquid lines shall be bonded together and insulated with 6mm thick elastomeric tubing. All power wiring shall be drawn from the nearest socket outlet and shall include the control wiring, power wiring, on-off switch with speed controller.



- 4.3 All pipe sizing shall be done taking into account the length and rise.
- 4.4 A 12mm insulated drain pipe shall be provided as shown on the drawing and as directed on site.

### 5.0 Testing

5.1 The unit shall be tested for establishing the capacity and power consumption. Tests shall be carried out in accordance with IS 5141 - 1969 (revised upto date) computed results shall tally with specified capacity and power consumption figures furnished with the tender offer.

5.2 On completion of piping the system and the piping shall be tested using Nitrogen gas by raising the pressure to 1.5 times the working pressure and holding the test pressure for 3 hours.

5.3 Tests shall be carried out on

a) the compressor and drive motor side

b) condenser side for heat rejection

c) Cooling coil for cooling capacity

d) Evaporator air volume

5.4 A test certificate from prototype factory tests will be acceptable.

### 6.0 Mode of Measurement

6.1 Each unit shall be measured as one item of work which shall consist of:

i) Outdoor unit

j) Indoor unit

k) Refrigerant and drain piping (with insulation)

- I) Electrical power control wiring, room thermostat and control panel
- m) Refrigerant chage & oil
- n) Erection

o) Commissioning and testing

### 7. REFRIGERENT PIPING.

7.1 Scope. The scope of this section covers supply, installation of refrigerant piping & drain piping with insulation as specified here & as shown in the drawings.

7.2 Refrigerant copper Piping

- 16/18 gauge copper tubing shall be used to make connections to equipment's wherever required.
- Flare fittings e.g. flare nuts; tees, elbows, reducers etc. shall be of brass.
- The pipes and fittings shall be connected by means of welded joints. The connections to gauges, controls etc. (if any) shall be with soft copper tubing and flare fittings. Refrigerant piping routing shall be decided be Engineer in Charge.
- The refrigerant piping installation shall be as per drawing.

7.3 Drain Piping.

- All condensation drainage shall be pitched in the direction of flow to ensure adequate drainage with an adequate trap seal to prevent leakage / infiltration.
- Provide pitch of 20 mm per meter for a smooth drainage of condensate.
- Condensate drain piping fixing shall be as per drawing.
- The routing of Drain Piping shall be decided by Architect/ Engineer in Charge.
- The material for the drain pipe is GI.
- Drain piping supporting shall be as per drawing.

### 7.4 Suction Line Insulation.

The Suction Line shall be insulated with 19mm thk. Nitrile Rubber Insulation covered with aluminum foil (As per Specified with K Value of 0.027-0.029 K Cal/Hr.M Deg C at 0-16 Deg C)

7.5 Drain Piping Insulation.

The drain pipes shall be insulated with 25mm thick TF quality EPS insulation (density 16kg/cum) finished with 26 G al cladding.

7.6 Mode of Measurement.



- Refrigerant pipes with insulation shall be in linear measure along the center line of the pipe including accessories, supports etc and paid for per RMT.
- Condensate drain pipes with insulation shall be in linear measure along the center line of the pipe including accessories, supports etc and paid for per RMT.

### AIR DISTRIBUTION

### 1.1 Scope

The scope of this section comprises of supply, fabrication, installation and testing of all sheet metal ducts and supply, installation, testing and balancing of grilles and diffusers, in accordance with these specifications and the general arrangement shown in the drawings. The duct work will conform to IS standards/codes and relevant ASHRAE Guidelines. For this purpose, it is contractors responsibility to arrange at site all necessary equipment's like drilling machine, welding machine, etc. and necessary work force. The duct rates mentioned in the BOQ are inclusive of nuts, bolts, sheets, supports, gaskets etc. complete and duly installed.

### 1.2 Duct Material

The material for various application of air distribution ducting shall be as follows: -

| Application                 | Material  |
|-----------------------------|---|
| 1) Air Conditioning.        | Cold rolled sheets continuous galvanised with a zinc coating of 120GSM as per IS: 277 – 1977. |
| 2) Supports & Duct Flanges. | Mild Steel Structural Steel Sections.   |
| 3) Gasket.                  | Foamed rubber.  |
| 4) Bonding                  | Mastic Sealant.   |

1.3 Duct Fabrication.

The ducts shall be fabricated from galvanized steel sheets (GSS) class VIII conforming to ISI:277 – 1962 (revised) or aluminum sheets conforming to IS:737 – 1955 (for aluminum ducts, if any). The thickness of the sheets should be as follows:

| Thickness of Sheets for Rectangular Duct Construction |         |                     |       |  |
|---|---------|---------------------|-------|--|
| Maxim   | um Side | Thickness of Sheets | Gauge |  |
| Upto 750 mm.  | 0.63 mm | 24                  |       |  |
| From 751 to 1500 mm                                   | 0.80 mm | 22                  |       |  |

1.4 All galvanized plain sheets shall be reasonably flat and free from twist. The zinc shall be clean, even and free from galvanized spots. Sheets shall not crack or peel during bending or fabrication. All sheets shall be procured from approved manufactures.

1.5 All ducts for air conditioning and ventilation shall be rectangular in cross section and fabrication.

1.6 All duct shall be fabricated and installed unless otherwise stated as per IS : 655 - 1963 with amendment - 1 (1971 edition.)

Ducts shall be straight and smooth on the inside with neatly finished joints. All joints shall be made airtight. The gauges, joints and bracing for sheet metal duct work shall further conform to the provisions as shown on the drawings. The internal ends of slip joints shall be made in the direction of air flow. Ducts larger than 1000 mm shall be cross-broken. Duct sections upto 1200mm length may be used with bracing angles omitted. Tapering angle should not be more than 30 degree. Change in dimensions and shape of ducts shall be gradual. Curved elbows shall have a centre line radius equal to one and half of the duct. All Air turns of 45 degree or more shall be installed in all abrupt elbows and shall consist of curved metal blades or vanes arranged to permit the air to make the turns without appreciable turbulence. Guide vanes shall be fabricated out of 0.63 mm (24 SWG) thick G. S. sheets and equally spaced on side runner to be riveted /bolted to duct sheets. Guide vanes shall be installed at each bifurcation/trifurcation point of duct for proper flow of air quantity in each duct. Joints, seams sleeves, splitters, branches, take-offs and supports are to be as per duct details as specified.



### 1.7 Duct Installations

All ducts shall be installed as per the drawings and in strict accordance with approved for construction drawings prepared by the contractor.

During the construction the contractor shall temporarily close duct openings with sheet metal covers / polyethylene sheets to prevent debris-entering ducts and maintains them clean.

All necessary allowances and provisions shall be made by the contractor for beams, pipes or other obstructions in the buildings, whether or not the same are shown on the drawings. Where it becomes necessary to avoid beams or other structural work, plumbing or other pipes and / or conduits, the ducts shall be transformed, divided or curved to one side, the required area being maintained as approved or directed by the Architect/Consultants.

If a duct cannot be run as shown on the drawings, the contractor shall install the duct between the required points by any path available, subject to the approval of the Architect/Consultants.

All duct work shall be of high quality approved galvanized steel sheet, guaranteed not to crack or peel on bending or fabrication of ducts.

All ducts shall be rigid and shall be supported from the ceiling / slab by means of MS Rods of 8 mm (3/8") dia. with MS angles at the bottom as shown in the drawing. The rods shall be anchored to RC slab using Anchor/dash fasteners. A rubber gasket of 5 mm thickness shall be provided between duct and angle to avoid metal-to-metal contact and vibration. Double nuts will be provided under angle supports.

The hanger spacing for duct supporting shall be not more than 2 meters.

Where ducts touch with wall or ceiling or beams or columns or floor, a rubber gasket of 5 mm thickness shall be provided between them.

All flanges, bracing and supports are to be mild steel and are to be essentially given a coat of red oxide primer.

Fire retarding flexible canvas / Rexene connections not less than 100 mm and not more than 200 mm are to be fitted to the delivery of all IDU's.

1.8 Duct Supports.

Duct supports shall be as follows:

| Duct Perimeter    | Support.   | Location. (mm)        |  |
|-------------------|--|-----------------------|--|
| Up to 1800        | 40 X 40 X 3 mm MS angle<br>With 9 mm tie rod.    | At Transverse Joints. |  |
| Over 1800 to 2500 | 40 X 40 X 6 mm MS angle<br>With 12.5 mm tie rod. | At Transverse Joints. |  |
| Over 2500         | 50 X 50 X 6 mm MS angle<br>With 15 mm tie rod.   | At Transverse Joints. |  |

### 1.9 Volume Control Damper (VCD) & Duct damper

• The Volume Control dampers & Duct Dampers shall be lever operated and complete with locking devices, which will permit the dampers to be adjusted and locked in any position, and clearly indicating the damper position.

- The dampers shall be of splitter, butterfly or louver type. The damper blade thickness shall not be less than 1.25 mm (18 gauge).
- Manual volume opposed blade dampers shall be complete with frames and bronze bearings as per drawings. Dampers
  and frames shall be constructed of 1.6 mm thick galvanized steel sheets and blades shall not be more than 225 mm
  wide.
- For air balancing an opposed blade damper with quadrant and thumbscrew lock should be provided.
- At the junction of each branch duct with main duct VCD's must be provided. At the delivery of all IDU's VCD's must be provided.
- The dampers shall be of Extruded aluminum.
- Installation of VCD's shall be as per drawings.

### 1.10 Fire Damper

• Dampers could be fusible link type as indicated in BOQ.



- Fire dampers shall be provided at the delivery of all IDU's.
- The dampers shall be of multiple blade type. The blades shall be constructed with minimum 1.8 mm thick aluminum sheets. The frame shall be of 1.6 mm thick. Other materials shall include return spring, locking device and temperature sensor.
- Installation of fire damper shall be as per drawings.

# 1.11 Standard Grilles and diffusers

- The supply and return air grille/diffuser shall be fabricated from extruded aluminum sections of thickness not less than 1.5 mm. The supply air grille/diffuser shall have single / double louvers. The front horizontal louvers shall be of adjustable type. The rear vertical louvers shall be of aluminum extruded sections and adjustable type. The return air grille shall have single horizontal extruded section fixed louvers.
- The damper blades shall also be of extruded aluminum. The grille flange shall be fabricated out of aluminum-extruded section. Grilles longer than 450 mm shall have intermediate supports for the horizontal louvers.
- The ceiling type square/circular diffusers shall be of aluminum-extruded section with flush or step-down face.
- All supply diffusers shall be provided with extruded aluminum dampers, with arrangement for adjustment from the bottom. (The center portion should be spring loaded for easy removal and fitting).
- All grilles and diffuser shall be epoxy powder coated of 15 Micron in approved color.
- Diffuser and grille shall be installed as per drawings.
- The linear grilles shall be provided with End Pieces at ends.
- 1.12 Fresh Air arrangements
  - Extruded aluminum construction duly anodized (20 microns and above) fresh air louvers with bird screen and extruded construction dampers shall be provided in the clear openings in the masonry walls near the IDU's or as per drawing.
  - Louvers, dampers, cowl, ducts and fresh air fan, if required with speed regulator shall be provided as shown in the drawings and as per Bill of Quantities.
  - Fresh air dampers shall be of interlocking, opposed blade louver type. Blades shall be similar to those specified in "Air Distribution".
  - Fresh air fan and fresh air intake as per BOQ.

# 1.13 Testing and Balancing

After completion of the installation of the complete air distribution system all ducts shall be tested for air leaks. All dampers of supply air diffuser and supply air grille shall be balanced as per user's requirements. The entire air distribution system shall be balanced using approved anemometer.

# 1.14 Mode of Measurement.

All sheet metal ducting complete with duct supports, turning vanes, canvas connections erected in position shall be measured externally and paid per unit. All dampers shall be excluded in the duct area.

All manual control/splitter including Fire & Volume control damper sections with operations linkages, locking quadrant, sheet steel enclosure, frame, erection, supporting etc. shall be measured on the basis of quantity as mentioned in BOQ and will be paid as per unit rate.

Fresh air louvers with bird screen, damper, frame, ducting, erection & sealing shall be measured on the basis of quantity as mentioned in BOQ and will be paid as per unit rate.

Grilles/diffuser including volume control damper, installation etc. will be measured on the basis area and paid per unit area. 1.2 Duct Thermal Insulation Thermal Insulation:

The ducts shall be insulated with 19mm thick Al foil faced nitrile rubber (Class: O). All joints shall be sealed with 50 mm wide adhesive based aluminum tape. The thermal conductivity of the material shall be not more than 0.032 W/(m0K) and density not less than 33 kg/m3.



**1.3** Duct Acoustic Insulation Acoustic Insulation:

a. Acoustic insulation of duct shall be with 12 mm thick rigid board of fiber glass wool of density 48 kg/m3 and covered with 32 G Perforated Aluminum sheet and fastened with sheet by screw and washer with pitch not less than 12 inches.

b. Acoustic insulation shall be as per drawing after cleaning the internal surface of the duct to make it free from dirt and dust.1.4 Mode of Measurement.

Acoustic Insulation shall be calculated on the basis of the prime duct size and paid for per unit area.

All duct thermal insulation shall be measured on the basis of duct prime surface area with addition of insulation thickness and paid for per unit area.

8. ELECTRICALS

### 8.1 Scope.

The scope of this section covers supply, installation & Testing of cables, Control Panel with Voltmeter & Ammeter connecting Indoor Unit & Outdoor Unit as per specification.

8.2 Electrical.

- The supply should be complete with appropriate earthing as per IE Rules.
- Each Unit should have a separate control panel. The control panel shall consist of Voltmeter & Ammeter with selector switches.
- Depending on the number and capacity of units to be installed, each unit should have separate control through a main incoming switch with adequate capacity of approved makes.
- Each ODU should have separate SFU adjacent to the unit / within the unit and visible from the unit.
- Electrical cabling should be done with armored copper cable of approved makes only.
- Fuse switches should be HRC cartridge type with visible indication.
- The cabling shall be done as per drawings or instruction from Engineer in –charge.
- The cabling supporting shall be done as per drawing.

| यूनियन बैंक ሀ        | <b>Union Bank</b>                 |
|----------------------|-----------------------------------|
| भारत सरकार का उपक्रम | A Government of India Undertaking |
| अन्द्रि              | कार्योरेशाल                       |
| Andhra               | Corporation                       |

| SR. NO. | PARTICULAR   | APPROVE MAKE  |
|---------|--|---|
| 1.0     | Cassette Units   | Make: Carrier, Voltas, Bluestar, Diakin, Mitsubishi, Toshiba.<br>(Split – 3 Star*** or Above Rated) |
| 2.0     | Conventional Hi Wall Units / Duct Able /<br>Condensing Units | Make: Carrier, Voltas, Bluestar, Diakin, Mitsubishi, Toshiba,<br>(Split – 3 Star*** or Above Rated) |
| 3.0     | Copper Pipe  | Mandev / Rajco / Totaline   |
| 4.0     | Hard Cpvc Pipes  | Supreme / Prince /Astral/Finolex  |
| 5.0     | G.I. Sheet   | Jindal / Lloyd Steel / Tata/Sail/Equivalent   |
| 6.0     | Insulation Material:   |   |
| a)      | Nitrile Rubber Roll And Tube (Class-O)                       | Armaflex/ K-Flex/ A-Flex/ Up Twiga/ Equivalent  |
|         | Duct Acoustic Insulation                                     | Armaflex/ K-Flex/ Up Twiga/ Equivalent  |
|         | Electrical:  |   |
|         | Switch Gear  | Mk / Siemens / Schneider/Havells  |
| 8.0     | Armoured / Flexible Control Cable                            | Finolex / Kei / Rr Kabel/Havells/Equivalent   |
| 9.0     | Pvc Rigid Conduits & Accessories                             | 1.5mm Thick Mms Isi And Fia Approved  |
| 10.0    | Tfa  | Zeco /Vts /Citizen / Edgetech /Blowtech/ Equivent Approved  |
| 11.0    | Blower / Fans  | Kruger / System Air / Nicotra /Flaktwood /Daikin / Mitsubishi ,<br>Toshiba / Hitachi                |
| 12.0    | Low Voc Adhesive   | Pidilite  |
| 13.0    | Grilles/ Fire Dampers/Diffusers/ Vcd                         | Caryaire/Premier/ Dynacraft / Ravistar/ Equivalent  |
| 14.0    | Expanded Polystyrene   | Thermolloyd/ Beardsell/ Astha Polymer/ Equivalent   |
| 15.0    | M.S. Pipe  | Tata/ Jindal/ Equivalent  |
| 16.0    | Valves   | Advance/C&R/ Audco/ Leader/ Equivalent  |
| 17.0    | Strainer   | Sant/ Ds Engineering/ Equivalent  |
| 18.0    | 3/2way Mixing Valves   | Johnson / Belimo / Honeywell/ Equivalent  |
| 19.0    | Pressure Gauges/ Thermometer                                 | H Guru/ Waree/ Equivalent   |

CONTRACTOR SHALL CONFIRM MAKE OF MATERIAL TO BANK/ARCHITECT BEFORE STARTING OF WORK.

CONTRACTOR SHALL USE ONLY 1 COMPANY MAKE ITEM IN WHOLE PROJECT.

CONTRACTOR STRICTLY USE THE MATERIAL AS PER ABOVE APPROVE MAKE LIST ONLY.



# **ANNEXURE - II**

# I. S. CODES

### Following IS CODES will be applicable for the project.

| 1.      | IS : 655 - 1963             | : | Ducting work.                              |
|---------|-----------------------------|---|--|
| 2.      | IS : 659 - 1964             | : | Safety Code for Air-conditioning.          |
| 3.      | IS : 660 - 1963             | : | Safety Code for Mechanical Ref.            |
| 4.      | IS : 5111-1969              | : | Code of Practice and Measurement           |
|         |                             |   | Procedure for Testing Refrigerant          |
|         |                             |   | compressors.                               |
| 5.      | IS : 325-1970               | : | Specifications for 3 Ph. Induction Motor.  |
|         |                             |   | Also confirm to IS : 1231 for Foot Mounted |
|         |                             |   | and IS : 2223 for flange mounted motors.   |
| 6.      | IS : 2147-1962              | : | Degree of protection provided by           |
|         |                             |   | enclosures for low voltage switch gears    |
|         |                             |   | and control gears.                         |
| 7.      | IS : 3012-1965              | : | Code of Practice for installation          |
|         |                             |   | PART-I) maintenance of switch gear.        |
| 8.      | IS : 3061-1982              | : | Code of Practice for Fire precautions      |
|         |                             |   | in welding & cutting operations.           |
| 9.      | IS : 3651-1967              | : | Glossary of terms used in                  |
|         |                             |   | Refrigeration & Air-conditioning.          |
| IS STD. | FOR INSULATION WORK         |   |  |
|         |                             |   |  |
| 11.     | IS : 4671-1984              | : | Expanded polystyrene For Thermal           |
|         |                             |   | Insulation purposes                        |
| 12.     | IS : 661-1974               | : | Code of Practice for Thermal               |
|         |                             |   | Insulation of Cold Storages.               |
| 13.     | IS : 7240-1981              | : | Code of Practice for Application and       |
|         |                             |   | finishing of Thermal Insulation            |
|         |                             |   | material at Temp. from 80°Cto 40°C.        |
| 14)     | IS : 7413-1981              | : | Code of Practice for Application and       |
|         |                             |   | finishing of Thermal Insulation            |
|         |                             |   | material at Temp. from 40°C to 700°c.      |
| 15)     | IS : 8183 - 1976            | : | Specifications for Bonded Mineral          |
|         |                             |   | Wool.                                      |
| 16)     | IS : 1239                   | : | Pipes up to 150 MM Dia.                    |
| 17)     | IS : 3589                   | : | Pipes above 200 MM Dia.                    |
| 18)     | IS : 780/ISI Certificates   | : | Valves of PN 1.6 rating                    |
| 19)     | IS : 5312 / ISI Certificate | : | Check Valves                               |
| 20)     | IS : 277                    | : | For Sheet galvanizing spec.                |
| 21)     | IS : 900                    | : | Installation of motor                      |
| 22)     | IS : 4064 & 4047            | : | Switch fuse unit.                          |
| 23)     | IS : 2516                   | : | ACB  |
| 24)     | Relevant ISS                | : | MCCB                                       |
| 25)     | IS : 3043 - 1963            | : | Earthing                                   |
| 26)     | IS : 3043                   | : | Earth Station.                             |
| 27)     | IS : 732 - 1963             | : | Testing of Electrical Installation         |
| 28)     | IS : 520                    | : | Standard for positive displacement         |
|         |                             |   | Refrigeration, compressor and              |
|         |                             |   | condensing unit.                           |

|     |           | यूनियन बैंक 🕖 Union Bank                               |
|-----|-----------|--|
|     |           | भारत सरकार का उपक्रम A Government of India Undertaking |
|     |           | <b>9</b> <i>Silicett</i><br>Andhra                     |
|     |           |  |
| 29) | IS : 2825 | : Unfired pressure vessels                             |
| 30) | IS : 4503 | : Shell and Tube type Heat Exchanger                   |
| 31) | IS : 1520 | : Horizontal Centrifugal Pumps for                     |
|     |           | Chiller, Cold, Fresh Water.                            |
| 32) | IS : 737  | : Specification for Wrought al. And                    |
| ,   |           | al. Sheet and strip.                                   |
| 33) | IS : 3069 | : Glossary of items symbols & units                    |
| ,   |           | relating to thermal materials.                         |
| 34) | IS : 702  | : Industrial bitumen.                                  |
|     |           |  |
| 35) | IS : 8183 | : Rounded Mineral Wool.                                |
|     |           |  |

**NOTE:** All codes and standards mean the latest where not specified otherwise the installation shall generally follow the Indian Standard codes of practice of relevant British Standard Codes of Practice in the absence of corresponding Indian Standards.



### 1. INSTRUCTIONS FOR CONTRACTORS - PLEASE READ THIS CAREFULLY

a. The rate for items in schedule of Quantities must be given in words and figures. Amount of each items must also be entered in column and grand total of amount must be stuck out by the tenderer.

b. If the tenderer is taken in favor of the company, a power of attorney in favor of the person who may have signed the tender for the company must accompany the tender.

c. All pages of schedule of quantities etc. Should be initialed by the contractor.

d. Discrepancies and adjustment of errors.

# 2. Any error in quantity or amount in schedule of quantities showing item or work to be carried out shall be adjusted in accordance with the following rules:

a. In the event of a discrepancy between description in words and figures quoted by a tenderer in the rates column, the description in words shall prevail. In the event of an error occurring in the amount column of the schedule of quantities showing items of work, as a result of wrong multiplication of the unit rate and quantity, the unit rate shall be regarded, as firm and multiplication shall be amended on the basis of the rate.

b. All errors in totaling in amount column in carrying forward total shall be corrected. c. Any rounding of amount against 'items' or in 'totals' shall be ignored. The tendered sum so altered shall for the purpose of the tender be substituted for the sum originally tendered and considered for acceptance.

c. The clients/consultants have right to:

1) Reject any no. of quantities in the tender.

2) To decrease or to increase or to delete any quantity in the tender.

3) In case extra items are there it will be settled as exact cost of material +exact cost of labour + 15% profit including wastage. NOTE: Unless these four sets are not submitted with the final bill then the final bill will not be certified.

4) Contractor will have to use jarry cutter. The scope is making good the same.

5) The contractor will have to use the first brand specified in the specified make list. If the same is not available then be has to take written prior approval of the consultant before using the same.



# MANDATORY INFORMATION REQUIRED FOR PREQUALIFICATION OF THE BIDDER FOR AIR-CONDITIONING WORKS FOR PROPOSED OLD PADRA ROAD BRANCH, UBI-VADODARA REGION.

**IMPORTANT:** 

1. Please type or handwrite in capital letters.

2. Attach copies of the supporting documents.

3. Please use additional sheets if required.

| SR.NO. | PARTICULAR  | TO BE FILLED BY VENDOR |  |  |
|--------|---|------------------------|--|--|
| 1      | EMPANELMENT LETTER PROVIDED BY UNION BANK OF<br>INDIA – VADODARA REGION FOR THE CURRENT YEAR.<br>(Attach)   |                        |  |  |
| 2      | CURRENT YEAR SOLVENCY CERTIFICATE. (NOT MORE THAN<br>12 MONTHS OLD) (Minimum Amount: Rs. 4.00 Lacs)<br>(Attach)   | 910                    |  |  |
| 3      | GST CERTIFICATE REGISTERED UNDER REGULAR WORK<br>CONTRACT. PARTICIPATION OF COMPOSITE SCHEME<br>VENDORS WILL NOT BE ACCEPTED FOR THIS TENDER.<br>(Attach) |                        |  |  |

Please Note: Bank has a right to prequalify/disqualify any application without giving any reason to any applicants.

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

SEAL AND SIGNATURE OF THE BIDDER/S.

DATE: ADDRESS:

NO. OF ENCLOSURES: .....



# PART B - PRICE BID

# **TENDER DOCUMENTS FOR AIR-CONDITIONING WORK**

# FOR UBI - OLD PADRA ROAD BRANCH (EXISTING PREMISES),

# UBI - VADODARA REGION.

M/s. SHAW ARCHITECTS



| BILL OF QUANTITIES : AIR-CONDITIONING / RENOVATION WORKS |  |               |      |                   |                       |  |  |
|--|--|---------------|------|-------------------|-----------------------|--|--|
| <u> </u>   | UBI - OLD PADRA ROAD BRANCH, VADODARA RE   | -             | 1    |                   |                       |  |  |
| Sr. No.  | B  | QUANTITY<br>C | D    | U.RATE (Rs.)<br>E | AMOUNT (Rs.)<br>F=CXE |  |  |
| A  | PART B : LOW SIDE WORK :INSTALLATIONS OF AIR (   | -             |      | E                 | F=UXE                 |  |  |
|  | (Include all Excise + Transport necessary scafolding, equipments re  |               |      | ) GST EXTRA       |                       |  |  |
| 1  | <b>PUMP-DOWN</b> of old Hi-wall Split A.C. Unit (1.0/1.5/2.0 TR) alongwith IDU,ODU, Cables, Pipe & other Accessories complete as per instruction of Bank's Architect. A.C Units will be pump down from UBI-Dahej Branch & ATM. Rate to include shifting of A.C. Units to Vadodara City and placed as per instruction.  |               | NO.  |                   |                       |  |  |
| 2  | <b>RE-INSTALLATION</b> of IDU & ODU of 1.0/1.5/2.0 TR Hi-wall Split Unit & commissioning etc.<br>All complete as per instruction of Bank/Architect. Rate to include transportation/Shifting of<br>Old A.C. Units from UBI- O.P. Road Branch, Vadodara to UBI Dahej Branch.   | 8             | NO.  |                   |                       |  |  |
| 2  | A.C. <u>REPAIRING</u> : Washing & Servicing of Old A.C. Units including Gas filling/Top up,<br>Pressure testing, Service Valve repairing, Fan Blade & Motor repairing/replacement etc.   | 2             | NO.  |                   |                       |  |  |
| 4  | <b>EXTRA REFERIGERANT PIPING (cu.)</b> - Insulated copper tube with proper <b>6/9 mm nitrile</b><br><b>rubber insulation</b> (k-flex, armcell make) between indoor to out door unit beyond 3 Rmt dist<br>of 1/1.5/2.0 tr Hi Wall Split Unit. The laying shall be done using clamps & hangers to fix pipes<br>to wall/slab piping shall not be fixed to false ceiling channel. Quantity may differ considering<br>site conditions.                        | 105           | RMT. |                   |                       |  |  |
| 6  | ELECTRICAL CONTROL CABLING: between indoor to out door unit beyond 3 Rmt dist. Of 1 / 1.5 / 2.0 TR Hi-wall split unit. (2.5 sqmm earth wire , 4.0 sqmm -3 core cable - RR Cable Polycab / Finolex/ Havells). Rate included PVC Pipe/Flexible (ISI-White colored).  |               | RMT. |                   |                       |  |  |
| 7  | <b>UPVC DRAIN PIPE</b> : 25/32 mm Dia. UPVC pipe with <b>Insulation</b> of Dutron/Supreme/Astral make - Schedule 40, <u>white in colour</u> , joint properly glued with UPVC adhesive for water outlet from Indoor unit. Rate to include all pipe fittings/fixtures etc. The laying shall be done using clamps & hangers to fix paipes to wall/slab piping shall not be fixed to false ceiling channel. Quantity may differ considering site conditions. |               | RMT. |                   |                       |  |  |
| 8  | <b><u>CIVIL</u> WORK</b> like wall opening, cheisling, R.C.C Core Cutting (if Reqd.) and same plaster & paint finish for each set of AC unit. Please note that this work shall be done only after confirmation of Bank/Architect.  | 8             | NO.  |                   |                       |  |  |
| 9  | <b>FABRICATED</b> M.S. STRUCTURE/CAGING - Rate to include all scafoldings for any heights, equipments, tools, hardware, 2 coat of Oil Paints (Extra 1 coat of red oxide paint) of approved shade to be required for completion of job. All complete as per instructions of Bank/Architect. <u>Mesurement sheet as per steel table to be submitted.</u>   |               |      |                   |                       |  |  |
| 10A  | <b>M.S.</b> <u>CAGING</u> : White/ black painted ceiling hanging type/Wall Hung Type/Floor Mounted Type as directed for Mounting A.C. outdoor units as well as safety cage with locking arrangements for out door units made out of MS angles-35mmx5mm , Channel & 8mm square bar (6" c/c bothways). Openable type door of M.S. to be provided as per instructions. Old M.S. Stands to be re-used.   |               | SET  |                   |                       |  |  |
| 10B  | M.S. <u>STAND</u> : Providing and Fixing Powder coated Ready Made M.S stand for placing outdoor unit of Cassette /Split A/C. IF REQD   | 0             | SET  |                   |                       |  |  |
| 11   | DISMANTELLING OF OLD A.C. DUCT   | 1             | JOB  |                   |                       |  |  |
|  | Removing, Dismantelling of Existing A.C. Ducts, Grills & other Accessories & Buyback of old A.C. Duct all complete with transportaion & Labour irrespective of Floor/Heights.  |               |      |                   |                       |  |  |
| 12   | FINAL TOTAL BASIC AMOUNT (Sum of 1 to 11): IN WORDS:   |               |      | 18.00%            |                       |  |  |
| 13   | ADD GST @ 18% (on 12) (C.GST@9% + S.GST@9%) :  |               |      | 18.00%            |                       |  |  |
| 14   | FINAL GRAND TOTAL WITH GST : (12+13):  |               |      |                   |                       |  |  |

