

SERVICES DEPARTMENT REGIONAL OFFICE, GUNTUR

TENDER SCHEDULE FOR ELECTRICAL & LAN WORKS

UNION BANK OF INDIA – PEDAPALEM BRANCH, GUNTUR (DT.)

BANK'S EMPANELLED ELECTRICAL & LAN CONTRACTORS WITH GUNTUR REGIONAL OFFICE UNION BANK OF INDIA ONLY NEED TO APPLY



Consultants:

SRI SAI ARCHITECTS

Dr.No.5-48-13/2,

4/13 - Brodipet

Guntur - 522 002.

Ph: 0863-2231689, 9440260689

Tender SSA/INTGNT/2/2022 Date: 57.04.2022

Last date for submission of Sealed Tenders: Before 3.00 PM on 22/04/2022

Opening of Sealed Tenders: at 3.30 PM on 22/04/2022

SIGNATURE OF CONTRACTOR

TENDER NOTICE

Sealed tender on item rate basis are invited from competent **ELECTRICAL** empaneled Contractors having sound technical and financial capacity for **ELECTRICAL & LAN** WORKS OF

UNION BANK OF INDIA, PEDAPALEM BRANCH, PEDAPALEM, DUGGIRALA (MDL), GUNTUR (Dt.), ANDHRA PRADESH.

Tender documents may be purchased from SRI SAI ARCHITECTS, Dr.No.5-48-13/2, 4/13 - Brodipet, Guntur - 522 002. Cell: 94402 60689, 7032347844 Fax No.0863 - 2231689, between 10.00 AM to 6.00 PM against cash Payment of Rs. 750.00 (Rupees Seven Hundred Fifty Only)

- Estimated cost of Electrical works: Rs. 2,66,830/-[EXCLUDING GST]
- 1. Date of Issue of Tender ----08.04.2022
 Date of Closure of Tender ----22.04.2022 03.00 PM
 Date of Opening Tenders ----22.04.2022 03.30 PM
 Time of completion ---- 27 days

Submission and opening of the tender at Chief Manager (Admin), **UNION BANK OF INDIA** REGIONAL OFFICE, GT. Road, Nagarampalem, Guntur - 522 004.

The consultants/clients will not be bound to accept the lowest tender and reserves right to Accept or reject any or all the tenders without assigning any reason whatsoever.

For

SRI SAI ARCHITECTS

Dr.No.: 5-48-13/2, 4/13 - Brodipet, Guntur - 522 002.

Cell: 9440260689, 7032347844. Off: 08632231689.

Email: srisaiarchitects@gmail.com

THE CONDITIONS OF TENDER

- 1. The tenders from must be filled in English and all entries must be made by hand and written in ink.
- 2. Each and every page of the tender document must be signed by the owner of the firm or the power of attorney holder.
- 3. The tender must be submitted in the prescribed format only. The tenders must quote the rates in the schedule of quantities, rates and amount. The rates should be written in words and figures without any erasures and alterations. However of errors are made, the wrong figures or words must be neatly scored ort under full signature of the tender and the correct figures and words neatly rewritten. Over writing is not permitted, white slid shall not be used.
- 4. Errors in the schedule of quantities rates and amount shall be dealt with the following manner
 - a. In the event of discrepancy between the rates quoted in the words and the rates in figures, the coefficient of the total amount by the quantity shall be taken in to consideration, provided the tender is not rejected.
 - b. In the event of an error occurring in the amount column as a result of wrong multiplication and extension of unit rate and quantities, the unit rate shall be regarded as firm and the amount shall be amended accordingly.
 - c. All the errors in totaling in the amount column and in carrying forward, the total shall be corrected.
- 5. The quantities indicated in the schedule of quantities are only probable quantities and are liable to alteration by emission, reduction of addition. Payment shall be made on the basis of actual quantities of work done at the accepted rates.
- 6. No alterations which are made by the tender in the drawings. Specifications are in Probable quantities accompanying the tender will be recognized and, if such alterations are made the tender is likely to be invalidate. Remarks and explanations should be given in a separate cover along with EMD and will become binding only id specially accepted in writing by BANK at the time of acceptance of the tender.
- 7. The tender must obtain for himself on his own responsibility and at his own expenses all the information necessary for the purpose of filling this tender and to enter in to a contract with Bank, he must examine the drawings, specifications conditions etc., and must inspect the site of work and must acquaint himself with all local conditions and matter pertaining thereto.
- 8. The tender shall also bear all expenses in connection with the preparation and submission of this tender.
- 9. EARNEST MONEY DEPSIT (EMD): The tender shall deposit and amount of NIL in the form of DD drawn on a scheduled bank in favor of RM, UNION BANK OF INDIA, Regional Office, Guntur, at the time of submission of the tender as earnest money. Bank is not liable to pay any interest on Earnest money.

The EMD for unsuccessful tenderers shall be refunded to them without any interest after the decision to award the work is taken. The EMD of the successful tenders shall be retained as part of security deposit and for the due fulfillment of the contract.

10. SECURITY DEPOSIT(SD):

Apart from earnest money Deposit made as above security deposit shall be deducted from running/progressive bills of the contractor @8% of the gross value of the each bill until the total security deposit including EMD equals to 5% (including EMD) of the accepted value of the tender. Security deposit shall not bear any interest.

11. COMPLETION PERIOD:

The time is the essence of the contract. The entire work shall be completed by the contractor within 27 days after the day the tender is accepted by the bank. The work is of urgent nature and the completion schedule should be strictly adhered by the contractor.

- 12. Bank does not bind itself to accept the lowest tender and reserves to himself the right to reject any or all of the tenders received without assigning of reasons thereof.
- 13. The Contractor whose tender is accepted shall execute a formal agreement with Bank in accordance with this draft agreement which will include the notice inviting tender, these conditions, other papers herein, special conditions, drawings and specifications etc., but his liability, under the contract shall commerce from the date of the written acceptance of his tender whether the formal agreement is drawn or not.

The contractor shall bear the expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.

- 14. The compensation or other sum of money payable by the contractor to the bank under the terms of contract may be deducted from his EMD/SD if the amount permits and the contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
- 15. The work shall be carried out under the directions and supervision of and subject to approval in all respect by the consultants/ Bank.
- 16. On acceptance of tender the contractor shall, in writing, and at once inform Bank and the consultants the names of his accredited representatives who will be responsible to take instructions from the consultants/Bank.
- 17. The work or any part of it shall but be transferred assigned or subcontracted without the consent of Bank.
- 18. The contractor shall be required to co-operate and work in accordance with and afford Reasonable facilities for such other agencies/ Specialists as may be employed by the Consultants / Bank on other works / Sub-works in connection with the work.
- 19. The contractor shall insure the work and keep it insured until once month after the date of taking over the works by Bank or otherwise as per the terms of the contract, against loss or damage by fire and other usual risks than the risks accepted in the terms of the contract with an approved insurance company such as GIC.
- 20. The contractor is required to comply with all Acts of Govt. relating to labor and the rules and regulations made there under from time to time and submit at the proper times all particulars and statements required to be furnished to the labor or any other statutory authorities.
- 21. For all the terms of work executed by him, the contractor shall supply, at his own expenses, to the consultants, copies of post card size photographs in triplicate each of the work, taken from two approved portions of each item of work at intervals of not more than one month during the progress of the work and also at every important stage of the work or as directed by the consultants/Bank.
- 22. In carrying out the work the contractor shall comply with the provisions of the safety code, annexed to these papers.

FORM OF TENDER FOR WORKS

To
The REGIONAL MANAGER,
UNION BANK OF INDIA
REGIONAL OFFICE
GT.ROAD, Nagarampalem
Guntur - 522 004

Dear Sir

Having duly examined the tender documents including the drawings, specifications, Designs, schedule of quantities relating to the works specified in the under written memorandum and having visited the site of the said work having all requisite information relating there to as affecting this tender, I/We hereby offer to execute the works specified in the under written memorandum within a time specified therein at the rates specified in the schedule of quantities and in accordance, in all respects with the specifications, designs, drawings and instructions in writing referred to in the conditions of the tender, the Articles of Agreement, special conditions, the schedule of quantities, and conditions of the contrast and with such conditions of the contract and with such conditions in the schedule of quantities and conditions of contract so far as applicable. Should this tender be accepted, in whole or in part, I/We hereby agree

(i) to abide by and fulfill all the terms and provisions of the said conditions of the contract annexed here to and the conditions to tender so for as applicable or in default there of to forfeit and pay to UNION BANK OF INDIA, the sums of money mentioned in the said conditions.

A sum of NIL is hereby enclosed as Earnest Money Deposit in the form of Demand Draft drawn in favor of The REGIONAL MANAGER, UNION BANK OF INDIA, GT ROAD,

NAGARAMPALEM, GUNTUR

I will agree (i) that should I/We fail deliver of commence the installation work specified in the above mentioned memorandum Bank shall without prejudice to any right or remedy be at the liberty Bank towards security deposit mentioned in the above memorandum

(ii) to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out authorized variations as directed by the consultants/ Bank and as per said conditions of the contract.

Our Bankers are:

1.
2.
The names of the proprietor/ Partners/ Directors of our firm are:
1.
2.
3.
4.
Signature of the tender with seal
Date the Day of 2022

Date:
ARTICLE OF AGREEMENT
Articles of agreement made this the day of 2022 between
MANAGER, UNION BANK OF INDIA, PEDAPALEM BRANCH, PEDAPALEM
DUGGIRALA (Mdl), GUNTUR (Dt.)
herein after called "the Employer" of the one part:
AND
M/s having its registered office at
(Herein after 'the contractor' of the other part)
Whereas the employer is desirous of getting the ELECTRICAL & LAN AND ELECTRICAL WORKS
at UNION BANK OF INDIA, PEDAPALEM BRANCH, PEDAPALEM, DUGGIRALA
(Mdl), GUNTUR (Dt.)
Executed as schedule - I to this agreement and has annexed drawings, bills of quantities and
Specifications describing the work to done as prepared by M/S SRI SAI ARCHITECTS,
Dr.No.5-48-13/2, 4/13 - Brodipet Guntur - 522 002. (herein after called THE
CONSULTANTS and where as the said drawings as per schedule -2 inclusive, the bills of
quantities marked "BOQ" and the specifications etc., have been signed by or on behalf of the
parties hereto; and whereas the contractor has agreed to execute the work subject to the
conditions set forth is schedule - 3 hereto attached (herein after to as 'the Condition'). The
work shown upon the said drawings and described in the said specifications and included in the
said bills of quantities for the sum
of Dunana

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the sum of Rs.____ to be paid at the time and in the manner set forth in the said conditions, the contractor will, upon and subject to the conditions executed and complete the work shown upon the said drawings and described in the said specifications and bills of quantities.
- 2. The employer will pay to the contractor they said sum of Rs.____ or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
- 3. The terms 'The Consultants' in the said conditions shall mean SRI SAI ARCHITECTS or in the event of their ceasing to be the consultants for the purpose of this contact such other persons as shall be nominated for that purpose by the employer, not being a person whom the contractor shall object for reasons considered to be sufficient by the arbitrator mentioned in the said conditions. Provided always that no person subsequently appointed to be the consultants under the contract shall be entitled to disregard or overrule any decision or approval or direction given or expressed by the consultants for the time being.
- 4. The said conditions, specifications and priced bills of quantities shall be read and Construed as forming part of this agreement and the parties hereto will respectively in such conditions, specifications and priced bills of quantities contained.

 As witness our hand the day and year first above written signed by the said EMPLOYER

In the presence of witness:

Name:

Name:

Occupation:

Occupation:

Address:

Address:

In the presence of witness:

Name:

Name:

Occupation:

Occupation:

Address:

Address:

CONDITIONS OF THE CONTRACT

- 1. Interpretation Clauses:
- In constructing the conditions, the specifications, schedule of quantities and contract agreement, the following words shall have the meanings herein assigned to them except where the subject to context other requires.
- ii. Headings and marginal notes to the conditions of contract shall not be deemed to form part there of or to be taken into considerations in the interpretation or construction there of the contract.
- iii. Where the context so requires (I) words importing persons includes firms and corporations and (II) words importing the singular only also include the plural and vice versa.

Employer shall mean UNION BANK OF INDIA, Nagarampalem, Guntur - 522 004.

- a. Consultant shall mean SRI SAI ARCHITECTS or in the event of their ceasing to be consultant for the purposes of this contract such other person or persons as shall be nominated for that purpose by the employer subject to such qualifying provisions as may agreed upon.
- b. Contract shall mean and include his/their legal representatives, permitted assigns, or successors.
- c. Site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and erections there of allotted by the Employer for the contractor's use.
- d. The composition of this contract shall mean the tender documents comprising the notice inviting tender, form of the tender, the tender conditions, the drawings, and priced bills of quantities with their preambles, the acceptance thereof, and the articles of agreement, together with the taken together are deemed to form one contract and shall be complementary to one another.
- e. Bills of quantities variously also termed priced bills quantities, schedule of rates, shall means the schedule of quantities originally furnished with the notice inviting tender, dully priced in by the tendered and accepted by the Employer for inclusion as a part of the contract determining the consideration payable to the contractor agreement it is also referred to as the contract scheduled.
- f. Notice of writing or written notice shall means a notice in written, typed or printed characters sent (unless delivered personally or other wise proved to have been received) by the registered post to the last known private or business address or to the registered office of the addresses and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- g. Act of Insolvency shall mean any Act of Insolvency as defined by the presidency town's insolvency Act, or the provincial insolvency Act or any amending such original.
- h. Net prices: If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in a tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any cost items and provisional sums of money shall be deducted from total amount of the tender. The expression "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- i. The Works (or the work) shall unless thereby something either in the subject or context repugnant to such construction be considered and taken to mean the works by or virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or addition. Whether the word "works "is used it shall cover "installation" also under the same definition.
- j. Excluded risks are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are insurable), war (whether declared or not) invasion, act of foreign enemies, civil war, rebellion, revolution, insurrection, military or unsurpassed power, any acts of government, damage from air craft acts of god such as earthquake, lighting and unprecedented floods

and other causes over which the contractor has no control and accepted as such by the employer or causes solely due to use of occupation in manner for which the work/installation in respect of which a certificate of completion has been issued or a course solely due to faculty designs of work.

- k. provisional items shall mean items for which only approximate quantities have been included in the tender documents
- 1. Virtual completion of works /installations shall mean the substantial completion of the work or installations in accordance with the contract enabling the employer to take over the same.
- 2. Consultant /Bank instructions: The contractor shall execute the whole and every part of the work in the most substantial and work men like manner and both as regard materials and otherwise in every respect in strict accordance with the specifications ,conforming exactly, fully and faithfully, to the design drawings and instructions in respect of the work given by the consultants/bank and under the direction of and under the supervision of and subject to the approved in all respects by the consultant/bank who may in their discretion and from time to time issue further drawings, and /or written instructions, directions and /or written instructions, details and explanation which are here after collectively referred to as "consultants/bank" in regard to:
- **a**. Variation or modification of the design quantity or quality of works of the addition or omission or substitution of any work.
- b. Any discrepancy in the drawings are between the schedule of quantities and/or drawings and/or specifications.
- c. The removal from the site of any materials brought thereon by the Contractor and substitution of any other materials thereof.
- d. The dismissal from the works of any persons employed there upon.
- e. The opening up for inspection of any work covered up.
- f. The amending and making good of any defects under clause 19.
- g. The removal and/or re-execution of any work executed by the contractors. On account of defects, under clause 18.

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

Manner of execution of work: the Consultants/Bank shall be entitled to direct at what point or points and in what manner the works are to be commenced, and from time to time carried on.

Variation to be approved by Employer: Not withstanding anything herein contain, the Consultants/Bank or his representative shall not, without the prior concurrence in writing which will result in the Employer having to pay the contractor an additional sum great than Rs. 25000.00 and all such instructions issued to the contractor should forthwith be brought to the notice to the employer. The Contractor shall submit through the Consultants/Bank a statement of analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance of the Employer under the terms and Clauses 16 hereof shall form a supplementary schedule of quantities.

3. Agreement copies to be supplied:

The contract Document shall remain in the custody of the Consultants/Employer and shall be produced by in at his office and as when required by the Employer/Consultant or the contractor. The Contractor on the signing hereof shall be furnished by the Consultants/Employer free of cost with a certified copy of the agreement and one copy of each of the said drawings issued during the progress of

works. Any further copies of such drawings required by the contractor shall be paid for by him. The contractor shall keep one copy each of all drawings on the works and the Consultants/Bank or his representative shall at all reasonable times have access to the same. Before the issuing the final certificate to the contractor he shall, if so required, forth with return to the Consultants/Employer all drawings and specifications.

4. The contractor to provide everything necessary:

The contactor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and amounts staged in the schedule of quantities and/or the schedule if the rates and amounts which rates and amounts shall except as provided over cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

The contractor shall provide at his own cost all materials (except such, materials if any, as many in accordance with the contract by supplied by the Employer) machinery, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, in fact everything necessary or roper execution of the work, whether original, altered or substituted according to the true intent and meaning of the or substituted taken together whether the same may or may not be particularly shown or described therein provided that the same may be reasonably inferred there from, and if the contractor finds any discrepancy in the drawings, or

between the drawings, schedule of quantities and specifications, he shall immediately and in writing refer to the Consultants/Employer who shall decide which is to be followed, Subject to:

- i. Anything shown or contained in any one or other of (a) the drawings, (b) specifications and (c) the contract schedule and not shown in the others shall be equally binding as if were contained in each of them.
- ${f ii.}$ Figured dimensions are to be followed in preference to scale, and large scale details in preference to small scale drawings.
- iii. The following order of preference shall apply:
 - (a) The drawings, (b) specifications, covered by bills of quantities, (c) technical specifications.

5. Contractor to confirm the legal regulations:

The contractor shall conform to provisions any Act of the Legislature relating to the works and to the Regulations and Bye-laws of any Authority and of any water, lighting and other Companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the drawings or specifications the may be necessitated by so conforming, give to the Consultants/Employer written notice, specifying the variation proposed to made and the days receive such instructions he shall proceed with the work, conforming to the provisions, regulations, or Bye-laws in question and any variation so necessitated shall be dealt with under clauses Nos. 12 &16.

The contractor shall bring to the attention of the Consultants/Bank all notices required by the said Acts, Regulations or Bye-laws to be given to any authority and pay to such Authority, or to any Public Office all fees that may be property chargeable in respect of the receipts with the Consultants/Bank.

The contractor shall identify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall be pay all royalties, license fee, damage, cost and charges of all every sort that may legitimately be incurred in respect thereof.

The Employer is entitled to deduct all taxes and rates as per existing laws and rules, from any moneys due or that may become due to the contractor.

The contractor shall identify the Employer from and against all claims, demands, proceedings damages cost and expenses which may brought or made against the Employer or to which it be put by reason of the contractor not conforming to or complying with any of the provisions or requirements of any Act or section, Central or State, Rules, Regulations, Bye-laws of local authorities Panchayat, Collector or any other companies relating to or in water light or other amenities at the site.

6. Contractor responsible for setting out work:

The contractor shall on the basic of dimensioned drawings and information necessary for the purpose, furnished by the consultants/Employer set out the works on the site at his own expense and he responsible for the correctness of the positions, levels, dimensions and alignment of all parts thereof. The checking of any setting out by the representative of the Consultant or of the Employer shall not in any way relieve the contractor of the responsibility for the any error in the setting out of consequential to wrong setting out, found at any stage during the progress of the work or during the effects liability period after completion of work.

- 7.(a). The contractor shall maintain at the site comprehensive registers, posted up-to-date, showing the nature of the materials/ articles/goods their identification marks, dates and the results of the tests. Such registers shall be got countersigned by the representatives of the Consultants/Employer at site and extracts from the registers shall regularly be posted to the Consultant and the Employer shall be mutual settled.
- (b) . The cost of the test and all the materials and labour and equipment if any way, involved in the testing operations shall be borne by the contractor in all cases expect as otherwise provided for in the contract.

8. Supervision by contractor:

The contractor shall give all necessary personal superintendence during the execution of works, any as long thereafter as the Consultant/Bank may consider necessary until the expiration of the defects "Defects Liability Period" satisfied in clause 19 herein. The contractor shall also during all the time the works are in progress, employ a competent and qualifies representative whose name shall be approved by the Consultant/Bank and who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions, or notices given by the consultant /employer to such representative shall be held to have been given to the contractor.

If the contractor fails to keep on the works a competent and qualified representatives as aforesaid the consultant/employer shall have powers to suspend the works till such time competent qualified representative as a aforesaid is posted and the contractor shall not be entitled to claim extension of time on the plea of such suspension of the works.

9 Dismissal of work men:

The contractor shall on the request of the consultant /employer immediately dismiss from the works any person or employer thereof by him who may, in the opinion of the consultant /employer are incompetent or mal-conduct himself, and such persons shall not be again employed on the works without the permission of the consultant /employer.

10. Access to works:

The contractor, the consultant and his respective representative shall all at reasonable times have free access to the works and/or to the workshops, factories or other places where materials are laying or from which they are being obtained and the contractor shall give the employer, the consultant and his respective representative, all reasonable facilities necessary for his inspection and examination and tests of the materials and workman ship. No person unauthorized by the Employer or the consultant except the representatives of Public Authorities shall be allowed on the works at any time.

11. Work not be sublet:

The whole of the works included in the contract shall all be executed by the contractor who shall not directly or indirectly transfer, assign or, undulate the contractor or any part share thereof or interest therein without the written consent of the Employer, and no undertaking shall relieve the contractor from the full and entire responsibility of the contractor or from active superintendence of the works during their progress.

12. 1 Variation not to vitiate he contract:

No alternation, omission or variation shall vitiate this contract but in case the Consultant/Employer thinks proper at any time during the progress of the works to make any alternation in or additions to or omission from or substitutions for the original drawings, specifications, designs and instruction or any alternation in the kind of quantity of the materials to used in the work shall give notice thereof to the contractor, in writing the contractor shall alter, and or omit from or substitute for as the case may require, in accordance with such notice and carry out the amended work on the same conditions in all respects on which he agreed to do the main work, but the from or substitutions in the work or any deviation from any of the provisions of the contract stipulations or contract drawings without the previous consent in writing of the contract stipulations, specifications or contract drawings without the previous consent in writing of the Consultant/Employer and the value of such extra, alternations, additions or omissions or substitutions shall in all cases be set mined by the Consultant/Employer with the prior approval in writing of the Employer in accordance with the provisions of Clause 16 hereof, and shall be added to or deducted from the contract amount accordingly.

- 12. 2 The supply and execution of any part of the carrying out of any works incidental to the execution of any item or class of work shown in the schedule of quantities shall not constitute a variation entitling the contractor to extra paying provision that the said item or class of work cannot be executed satisfactory according to the intent and meaning of the drawings and specifications without the said part thereof or the said work incidental thereto whether the same may or may not be particularly shown or described in the drawings and specifications and schedule of quantities and provided the same may be reasonably inferred thereof.
- 12. 2.1 The time for completion of work shall, in the event authorized variations result in an addition to the contract sum in excess of 10% be extended, on payment by the contractor as follows:
- i. In the proportion which the total executed contract value including authorized variations bears to the original contract value, the certificate of the Consultant/Bank being conclusive as to such proportion, plus ii. 25% of the additional time calculated way of (a) above or such further time as may be considered to be reasonable by the Consultant/Employer.
- 12. 3 Similarly the changing of the position of the work from one to another or to a more difficult position than that shown in the drawings or described in the specifications or the contract schedule, or the carrying out of the work under the contract schedule or carrying out of the work under circumstances not contemplated in the specifications to the contract schedule shall not constitute a variation entitling the contractor to extra payment.

13. a. No compensation for alternation in or restriction of work:

If any time after the commencement of the work the Employer for any reason whatsoever does not require the whole or part of parts thereof as specified in the tender to be carries out, the Consultant/Bank shall give notice in writing of the fact to the contractor who shall not claim for any compensation whatsoever in account of any profit which he might have derived from the executing of the work in full, but which he did not derive in consequence if the full amount of the work not having been carried out, not shall he have any claim for compensation by reason of any alterations having been made in

the original specifications, drawings, designs and instructions which shall involve curtailment of the work originally contemplated.

13. b. Schedule of quantities on standard of measurement:

The schedule of quantities unless otherwise stated shall be deemed to have prepared in accordance with the Indian Standard Method of Measurement.

14. Errors in the bills of quantities:

No error in description of in quantity or by way of omission of items from the schedule of quantities shall vitiate this contract but shall be rectified and the value thereof as pertained under clause 16-herein shall be added to or deducted (as the case may be) from the contract amount provided that there shall no rectification of errors in the contractor's schedule of rates.

15. Measurement of works:

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

Provided that the contractor shall give notice of not less than ten clear days to the Consultant/Employer or his representative in charge of the work before covering up or placing beyond the research of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered or placed beyond reach of measurement any work without the consent of the Consultant/Employer or his representative in charge of the work who shall within the aforesaid period of ten days in respect the work cause the measurement to be made if, any work be so covered up without the consent of the Consultant/Employer or his representative in charge of the work, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall made for such work or materials with which the same was executed of the works. Such measurements shall be accordance with the Indian Standard Method of Measurement, unless otherwise provided for elsewhere in this contract.

The contractor or his agent may at the time of measurement take such notes and details as he may require.

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

16. Price Variation:

The rates of additional, altered substituted work shall be arrived at in accordance with the following rules:

- (i). the net or prices in the contract schedule shall determine the valuation if (the rates for) the extra work (items) where such extra work is if similar character and is executed under similar conditions as the work priced there in.
- (ii). if the rates for extra, altered or substituted (deviated) work are not provide from (available) in the contract schedule, they shall to the extent possible derived out of the rates given in that schedule foe similar or near similar items. For the purpose of such derivation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis for the extent, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near substantiated by purchase bills/vouchers shall be adopted. Using factors and constant for quantum of materials labor T & P and sundries from NBO/CPWD, Standard PWD data, analysis, in the order thus

written adding 15% over towards profits and overheads. When called upon to do so the contractor shall submit the required purchase bills/vouchers.

- (iii). In respect of contract which incorporates more than one schedule the rate applicable in case
- (i) Above if not provided for the schedule pertaining to the wok in which the addition, alteration or substitution (deviation) occurs, shall taken as the lowest applicable rate in the other schedule similarly, in case
- (ii) Above, if similar or near similar items cannot be found in the schedule pertaining to the work which the addition, alteration or substitution occurs, similar or near similar items from the other schedules shall be adopted.
- (iv). In the case of additional, altered or substituted(deviated) work for which rates cannot reasonably be derived as at
- (a) above the rates shall be worked out adopting market price, substantiated by purchase bills/vouchers, using factors and constant for quantum of material, labor, T & P and sundries from NBO/CPWD/Standard materials, T & P and sundries from NBO/CPWD/Standard PWD/DATA analysis in the order thus written, adding 15% towards profits and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers, to the Consultant/Employer.
- (v). The question as to particular items, being similar or near similar to the additional, altered or substituted work in the contract schedule are to be adopted for deviation of rates for the addition, altered or substituted work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will be decided by the Consultant/Employer.
- (vi). I case (ii) and (iv) the contractor is required to submit his analysis if rates adopting the principles enunciated and the Consultant/Employer after scrutinizing the analysis and other papers furnished, will allow such rates as he considers reasonable.
- (vii). Where extra work is of such a nature that it cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender or the prices schedule of quantities or, if nor so stated, then in accordance with the minimum local day work rates and wages for the district, notified by the concerned authority, provided that in either case if required by the Consultant/Employer vouchers, muster rolls and other documents required for the proper verification of the labor employer and the materials deployed or his representative at or before the end of the week following that in which the work has been executed. The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the Consultant/Employer. The margin to be allowed on actual costs to the contractor towards profits and overheads shall be 15%.
- (viii). Deviation Limit: It is the value of which total executed contract value including authorized variation in excess of the original contract value, expressed as percentage and shall be adjudge on the authorized variation under Clause 2 and 3 of the Conditions of Contract. The value of prime cost sums shall not be included in calculating the above percentage.

17. Unfixed Materials:

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

18. Removal of improper work, material, etc.,:

The Consultant/Employer shall, during the progress of the work, have full powers to orders in writing from time to time, removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Consultant/Employer or do not

confirm to approved samples, the substitution of the rejected materials by the proper other materials and the removal and proper re-execution of any work executed with resound, imperfect or unskilled workmanship or with materials not in accordance with the contract, not withstanding that the same may have been passed or certified or, and paid for and the contractor shall forthwith carryout such orders at his own cost.

In case of default on the part of the contractor to carry out such order, the Employer shall have the power to being answerable or accountable for any loss or damage that may happen or arise to such materials removed and all expenses consequent on or incidental thereto as certified by the Consultant/Bank shall be borne by the Contractor, or may be deducted by the Employer from any money due or that may become due to the contractor.

In lieu of re-execution of any work not in accordance with the contract of Consultant/Employer may in their opinion allow it to remain but will allow for such work reduced rates. The decision of the Consultant/Employer to exercise his opinion in this regard and the quantum of reduction to be made in the rate for the item in question shall be final and binding on the contractor.

19. Defects Liability Period:

Any defect, shrinkage, settlement or other faults which any appear within the 'Defects Liability Period' stages in the appendix hereto, or if the so staged, then within 12 months after the virtual completion of the works arising in the opinion of the Consultant/Employer from materials or workmanship not in accordance with the contract, shall on demand which shall be made within the defects liability period, in writing by the Consultant/Employer and within such reasonable time as shall be stated therein specifying the work, materials or article complained of notwithstanding that the same nay have been passed or/and certified, paid for, be amended and made good by the contractor, at his own proper charges and cost in the case of default. The Employer may employ and pay other person or persons to aimed and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent there of or incidental thereto shall made good borne by the contractor and such damages loss and expenses shall upon the Consultant/Employer certified in writing, be recoverable from the contractor by the Employer may in lieu of such amending and making and by the contractor deduct from any money due or that may become due to the contractor a sum to be determined by the Consultant/Employer equivalent to the cost of amending and making good such works and in the event of the amount retained under Clause 27 being insufficient, recover the balance from the contractor, together with any expenses the employer may have incurred in connection there with, should any defective have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Consultant/Bank as provide in Clause 11 the contractor shall be liable to make good in the same manner as if work or material had been done or supplied by the contractor himself and been subject to the provisions of clause 2 thereof. The contractor shall remain liable under the provisions of this Clause notwithstanding the signing by the Consultant/Employer of any certificate including the final certificate, or the passing of any accounts.

20. Completion Certificate:

The work shall not be considered as completed until the Consultant/Employer has certified in writing that they have been virtually completed and the defects liability period shall commence from such certified date of completion of work.

Within ten days of the completion of work, the contractor shall give notice of such completion to the Consultant/Employer shall inspect the work and if there is no defect in the work shall furnish the contractor with certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued but no certificate shall the work considered to the complete until the work

as executed, all scaffolding, surplus materials, floors, or other parts of any building, in upon or about which the work was executed or which he may have had possession for the purpose of the execution thereof and not until the work shall have been measured by the Consultant/Employer. If the contractor shall fails to comply with requirements of this clauses to removal of scaffolding, surplus materials, and rubbish aforesaid and cleaning of dirt on or before the date fixed for the completion of the work, original or extended in terms of clause 24 herein, the employer after issuing due notice, may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish, etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid except for any sum actually realized by the sale thereof and the expense, if any, so incurred may be recovered from any money due or that may become due to the contractor by the Employer.

21. Contractor Liable of Damage Done:

- (1). If the contractor shall be responsible for all the injury to persons, animals or things, and for all structural and decorative damages to property which any arise from the operation or neglect of himself or if any nominated subcontractors employee whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage or building, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges, or way as all damages caused to the building and works for in the subject of this contract by frost or other inclemency of weather. The contractor shall indemnify the employer and the hold him harmless in respect of all any of Governments otherwise and also in respect of any awards of compensation of charges consequent upon such claims.
- (2). The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third party.
- (3). The contractor shall indemnify the employer against all claims which may be made against the employer by any member if the public or other third party in respect if anything which may arise in respect of the works or in consequence of the contract, which an approved insurer a policy of insurance in the joint names of the employer and contractor against such risks and deposit such policy or policies with employer from time to time during the currency of this contract. The contractor shall also similarly indemnify the employer against all claims which may be made upon the employer whether under the workman's compensation Act any other statue tin force during the currency if this contract or at common law in respect of any employee of the contractor or sub-contractor and all at his own expenses effect and maintain, until the virtual completion of the contract, which an approved insurer a policy of insurance in the joint name of the Employer and contractor against such risks and deposit such policy and policies with the Employer from time to time during the currency of the contract.

The contractor shall be responsible for anything, which may be excluding from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to any costs, charges or expenses arising out of claim or proceedings and also in respect of award of compensation for damage arising therefore.

The employer with the concurrence of the Consultant/Employer shall be at likely and is hereby empowered of deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the contractor.

22. Responsibility for Safety or Building:

The contractor shall be responsible for the safety of works (including materials, temporary building and plant) until they are taken over by the employer and they shall stand at their

risks, and be in sole charge of the contractor, who shall be responsible for and must with all possible speed make good all damage or loss from whatever cause.

23 An Insurance of the Works:

The contractor shall within 7 days from the date of commencement of the work insure the works at his cost and keep them insured until one month after the works are taken over by the Employer in three months after the date of completion whichever is earlier, against loss or damage by fire and usual risks other than fire against which insurer generally provide cover in a CONTRACTOR'S ALL RISK POLICY, with the names of the employer and contractor (the name of the former being placed first in the policy) for the full amount of the contractor. Such policy shall cover the property of the employer only a Consultant and surveyor's fee of assessing and claim and in connection with his services generally in reinstatement subcontractor or employee. The contractor shall deposit the policy and receipts for the premium paid with the Consultant within a week of the date commencement of the work unless otherwise instructed by the Consultant/Employer. In default of the contractor insuring as provided above, the employer of the Consultant/Employer on his behalf may be due or that may become due to the contractor.

The contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurers should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as through the fine other such risks had not occurred and in all respects under the same conditions of contract.

The contractor in case of rebuilding or Reinstatement State the fire or other such usual risk shall be entitled to such extension of time for completion as the Consultant/Employer.

24. Liquidated Damages:

If the contractor fails to complete the works by the date stated in Appendix or within any extended time under clause 24 herein below the contractor shall pay or allow the Employer the sum named in Appendix as "Liquidated Damages" for the period during which said words shall so remain incomplete by the date of completion of the works as defined in the contract, and employer may be deduct such damages from any meets due or that may be become due to the contractor.

25. Extension of time:

If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered by such causes as

- (a) Force major or
- (b) Any exceptional inclement weather or
- (c) Proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the contractor's won defaults or
- (d) The work or delays of other contractors or tradesmen engaged or nominated by the Employer or the Consultant/Employer and not referred to in the schedule of quantities and or specifications pr (e) Strike or lockout affecting any of the building trades or directly the work
- (f) Delay in the supply of materials stipulated to be supplied by the Employer of any other valid ground, he shall apply in writing to the Consultant/Employer within 15 days of such hindrance on account of which he desires such extension as aforesaid and the Consultant/Employer, in his opinion reasonable grounds have been shown therefore, may with the previous approval in writing of the Employer make a fair and reasonable therefore, may the previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reason able be required of him to proceed with the work expeditiously provided.

- (i). that the contractor shall have no claim other than the extension of time for the delay in completion of the work due to such hindrance. And
- (ii). That the contractor shall suspend the works whenever called upon to do so in writing by the Consultant/Bank and shall allowed reasonable extension of time for completion of work due to such suspension of work and nothing else.

26. Termination of Contract by Employer:

If the contractor, after receipt of written notice from then Consultant/Employer requiring compliance within a week fails to comply with such further drawings and/or Consultant/Employer instructions, the Employer may employ and pay other persons to execute may such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection there with shall be recoverable from the contractor by the Employer on the certificate of the Consultant/Employer as a debt or may deducted by him from any money due or to become due to the contractor.

27. Termination of Contract by Employer:

If the contractor being an individual or a firm commits any 'act if insolvency' or shall be adjudged an insolvent or being an incorporated company shall be an order for compulsory, voluntarily or be subject to the supervision of the court and of official assignee of the Liquidator in such acts of insolvency or winding up, as the case may be, and shall be unable within 7 days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Consultant/Employer that he is able to carry out and fulfill and contract and give security therefore, if so required by the Consultant/Employer,

Or if the contractor (whether an individual, firm of incorporated company) shall suffer execution to be issued.

Or shall suffer any payment under this contract to be attached by or behalf of any of the creditors or the contractor.

Or shall assign or sublet this contract without the consent in writing of the Employer first obtained.

Or shall charge or encumber this contract any payments due or which may become due to the contractors there under

Or if the Consultant/Employer shall certify in writing to the Employer than the contractor.

- (i). Has abandoned the contract, or
- (ii) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspend the progress of the works for 14 days after receiving the Consultant/Employer notice to proceed, or
- (iv) Has failed to remove the materials from the site or to pull down and replace work for seven after receiving from the Consultant/Employer written notice that the said materials or work were condemned and rejected by the Consultant/Bank under these conditions, or
- (v). Has neglected or failed persistently to observe the perform all or any of the scts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall haven given to the contractor requiring the contractor to observe or perform the same, or Has to the detriment of good workmanship or without the consent if writing of the employer subject any part of the contract.

Then and in of the said cases the employer may not withstanding any previous waiver, after giving seven days in writing to the contractor, determine the contract but without thereby affecting the powers of the Consultant/Employer or the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined as if the

works subsequently executed had been executed by or on behalf of the contractor. And further the employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery, steam or other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may deploy the same by means of his own servants and workmen in carrying on and completing the work or by employing other contractor or person or persons to complete the work and the contractor shall not in any way interrupt or do not act, matter or thing to prevent or hinder such other contractor's or other person or persons employer for completing and furnishing or using the materials and plant for the works. When the work shall be completed or as soon thereafter as convenient the Consultant/Bank shall give notice in writing to the contractor to remove his surplus materials and plant, and should be contractor fail to do so within a period of 14 days after receipt thereof by him the Employer shall be entitled to sell the same by public auction and give credit from the contractor from the amount realized.

The contractor's account shall also be credited with the amount that would have been payable to him, for the uncompleted work (completed by the employer through other contractors are persons as aforesaid) in terms of his agreement as if the contract had not been determined and he (the contractor) had continued to execute the work to its completion. The actual grass expense to the employer including incidental charges in completing the uncompleted work through other contractors or person or persons shall be debited to the contractors account if it be not less than the credit of the uncompleted work as above referred if, however, the said debit to be made less than the said credit, then the amount to be debited shall be equal to the value of the credit given as above referred. The consultant/Employer shall thereafter ascertain and certify in writing what (if anything) in the final accounting is due to or payable to the contractor for the sale of the surplus materials and plant and loss the employer shall have been put any owing, to the contractor and which shall be so certified shall there upon be paid by the employee to the contractor and vice versa; and the certificate of the Consultant/Employer in this regard shall be final and conclusive between the parties.

28. Certificate of Payment:

A bill in triplicate shall be submitted by the contractor along with detailed measurement of the work completed at site provided that at least 50% of the work of the accepted value of the tender has been competed at site by the Contractor. The consultant shall check/take the measurements or cause the measurements to be checked/taken for the purpose of having the same to e verified and to the extent work has been executed in accordance with the contract, issue interim certificates with in the period specified for honoring interim certificates (in appendix to the conditions of the contract) subject to retention of SD at the percentage marked in the said appendix till the whole SD is collected.

During the venture of this contract, only two bills shall be accepted. The first bill shall be as per interim certificate as above and the second bill shall be the 'Final' bill as detailed under.

And when the works have been virtually completed and the Consultant/Employer shall have certified in writing that they have been so completed, the contractor shall submit the final bill in respect of the contract work within one month thereafter and in accordance with the certificate to be issued by the Consultant/Employer payment shall be made by the Employer within the time named in the appendix as "Installment after virtual completion". And the contractor shall be entailed to the payment of the final balance in accordance with the final certificate to be issued in writing by the Consultant/Employer after in expiration of the period referred to as "the defects liability period" in the Appendix hereto from the date of virtual completion or as soon after the expiration of such period as the works shall have been intent and meaning thereof whichever shall last happen. Provided always that the issue by the Consultant/Employer of any certificate during progress relieve the contractor of his liability in case of fraud, dishonesty or fraudulent concealment relating to the works, or material or any matter dealt and

insufficiencies in the works or materials which are reasonable examination would not have disclosed. No certificate of the Consultant/Employer shall of itself be conclusive that any work or materials to which it relates are in accordance with the contact neither will be contractors have a claim for any amounts which the Consultant/Employer might have subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

The Consultant/Employer shall have power to with held any certificate if the works or any parts thereof are not being carried out of his satisfaction.

The Consultant/Employer may be any certificate may any correction in any previous certificate which shall have been issued by him. No certificate if payment will be issued by the Consultant/Employer if the contractor fails to insure the works and keep then insured the issue of the virtual completion certificate. Also certificate of payment may refuse if the contractor fails to execute the formal agreement within two weeks of his being called upon to do so.

29. Security Deposit/Retention Money Bear no Interest:

Retention money/security Deposit, or the balance of it available with Employer, shall be refunded to the contractor in the manner specified in the Appendix to the conditions of contract shall bear no interest whatsoever until the date of its return, not withstanding any provision to the contrary elsewhere in this contract.

30. Matters Accepted from Arbitration:

The decision, opinion, direction certificates (except for payment) with respect all or any of the matters under clauses 2,4,7,9,12,16,18,19,24,26 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Consultant/Employer to give any of the same shall be subject to the right of Arbitration and review in the same way in all respect (including the provisions as to opening the reference) as if it were a decision the Consultant/Employer under the following clauses.

31. Settlement of Dispute and Arbitration:

Except where otherwise provided in the contract all questions and disputes and disputes relating to the meaning of the specification, design, drawings and instruction hereinbefore ad 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 to of or relating to the contract, designs, drawings, specifications, estimates, instructions order or these conditions or otherwise concerning the work in the execution or failure to execute the same who their arising during the progress of the work or after the cancellation, termination, completion or abandonment there of shall be dealt with as mentioned here in after.

(i). If the contractor 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 contractor shall forth with give notice in writing of his claim, or dispute to the Assistant General Manager (premises & estate) Assistant General Manager (premises) AB ,Hyderabad and endorse a copy of the date of disallowance there of 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 may claim not 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 Assistant General Manager (premises) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguish all his rights in respect of any claim not notified to the Assistant General Manager

(premises & estate)/ Assistant General Manager (premises) in writing in the manner and within the time afore said.

- (ii) The Assistant General Manager (premises & estate)/ Assistant General Manager (premises) 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 Assistant General Manager (premises & estate)/ Assistant General Manager (premises) submit his claims to the conciliating authority namely the Circle Development Office/ General Manager (O.L & Corporate Services), AB, Hyderabad for conciliation along with all details and copies of correspondence. Exchange between him and the Assistant General Manager (premises & estate)/ Assistant General Manager (premises).
- (iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination there of shall give a notice to the concerned Chief General Manager (premises & estate)/ Assistant Managing Director & Corporate Development Officer of the bank for appointment of an arbitration to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have 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 the notified claims of the contractor as afore said and all claims of the bank shall be referred for adjudication through arbitration by the sole Arbitration appointed by the Chief General Manager (premises & estate)/ Assistant Managing Director & Corporate Development Officer. It will also be no objection to any such appointment that the Arbitrator so appointed is Bank Officer and that he had to deal with matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitration so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason what so ever another shall be appointed in the manner aforesaid by said Chief General Manager / Assistant Managing Director & Corporate Development Officer. Such persons shall be entitled o 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 term of this contract that no person other than a person appointed by such Chief General Manager / Assistant Managing Director & Corporate Development Office 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 the contract of 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 contract that the arbitrator shall be deemed to have entered on the reference on the date issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such piece as may be fixed by the arbitrators in his sole direction. The fees, if any, of the arbitration shall, if required to be paid before the ward is made and published, be paid and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in 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 anoint of costs to be so paid.

32. Right of Technical Scrutiny of Final Bill:

The employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstract, etc., to be made at the time of payment of the

final bill. If as a result of this examination or otherwise any sum is round to have been over paid or over certified if shall be lawful for the employer to recover the sum.

33. Employer Entitled to Recover Compensation Paid to Workmen:

If, FOR ANY REASON THE employer is obliged, by virtue of the provision of sub-section

- (1). Of section 12 of the workmen compensation Act 1923, to pay compensation to a workmen employed by the contractor, in the execution of the works, the Employer will recover from the contractor the amount of compensation so paid, and without prejudice, to e right of the Employer under sub-section.
- (2). Of Section 12 of said Act, the Employer will be liberty to recover such amount or any part thereof by deduction it from the Security deposit or form any sum due by the employer shall not be bound to contest any claim made against him under sub-section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to the employer full security for all cost for which the employer might become in consequence of contesting such claim.

34. Labor Laws/Regulations:

The contractor shall employ labor in sufficient number directly through sub-contractor to maintain throughout the period of the contract the rate of progress required according to the approved program of the work and of quality to ensure proper workmanship in accordance with the specifications and drawing and Consultant/Bank instructions.

The contractor will comply with the provisions of all Act of Government relating to labor and the rules and regulations made there under from time to time. He shall also submit at the proper time all particulars statements required to be furnished to the labor authorities on being directed to do so by the Consultant/Employer.

The contractor shall register and obtain necessary license, maintain all registers, records, notices and documents and submit returns as prescribed by various enactments under various statutes including the contract labor (Regulations and Abolition) act, 1970 and rules made there under as applicable to the contractor and ensure compliance of all the statutory regulations that are in time in all matters concerning this contract.

The contractor will also comply with all the rules and regulations stated in the Minimum Wages Act 1948 and the subsequent amendments. The contractor shall indemnify the employer against any liability that may arise due to the non-compliance of any provisions under Minimum Wages Act 1948 or any enactment affecting the work contemplated under this contract.

35. Apprentice Act:

The contractor will also comply with the provisions of the Apprentice Act 1961 and the Rules and Orders issued there under from time to time. Failure to do so will amount to a breach of contract and the employer may in his discretion terminate the contract. The contractor shall also be liable for any or other liability arising on a account of any violation by him of the provisions of the act.

36. When Contractor Dies:

Without prejudice to any rights or remedies under the contract, if the contractor dies, the employer shall have the option of terminating the contract without compensation to the contractor.

37. General Indemnify:

The contractor shall indemnify the employer from and against all claims, demands, proceedings, damages, costs and expenses which may be brought or made against employer or to which it may be put by reason of the contractor not conforming to or complying with any of the provisions or requirements of any act or status, Central or State Rules, Regulations, Bye-laws of Local Authorities, Panchayat, Collector or any companies relating to or in connection with the works or to labor or for supply of water, light or other amenities at the site.

SAFETY CODE

- 1. The contractor shall maintain in a readily accessible place "FIRST AID APPLIANCE" including adequate supply of sterilized dressings and cotton wool.
- 2. The injured person shall be taken to public Hospital without loss of time, in case where the injury necessitates hospitalization.
- 3. Suitable and strong and scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- 4. No portable single, ladder shall be over 9 meters in length. The width between the side Rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs not more than 30 cms. When a Ladder is used and extra helper shall be engaged for Holding the ladder.
- 5. Every opening in the floor of building or in working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable facing or railing, the minimum height of which shall be one meter.
- 6. No floor, roof or any other part of the structure shall be so loaded with materials as to Render it unsafe.
- 7. Workers shall be provided with protective glasses, footwear, headwear, and rubber hand Gloves whenever required.
- 8. Those engaged in welding works shall be provided with welder's protective eye and gloves Whenever required.
- 9. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or a surface having lead paint if dry rubbed and scraped.
- 10. Overalls shall be supplied by the contractor to the painter and adequate facilities Shall be provided to enable the working painters to wash them selves during the period of cessation of work.
- 11. Hoisting machines and tackle used in the works including their attachments, anchorage and supports shall be maintained in perfect conditions.
- 12. Ropes used in hoisting or lowering material or as a means of suspension shall be Orderable quality and of adequate strength and free from defects.

GENERAL AND TECHNICAL SPECIFICATIONS

- 1. These specifications are for the 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 the supervision and to the satisfaction of the Consultant/Bank.
- 2. The workmanship is to the best available and of a high standard, use must be made of 'specialist' tradesman in all aspects of the work and allowances must be made in the rates for doing so.
- 3. The materials and items to be provided by the contractor shall be the best of their respective kind and as approved by the Consultant/Employer in accordance with samples, which may be submitted for approval and generally in accordance with the specifications.
- 4. Samples of all materials including those specified by name of the manufacturer or the brands, trader name or by the reference to catalogue nos. are to be submitted to the Consultant/Bank for their approval before the contractor either orders or delivers in bulk to the site. Samples together with their packing are to be provided by the contractor free of any charge and should any materials are rejected, the same will be removed from the site at the expense of the contractor.
- 5. The contractor is also required to submit specimen finished of all colors, fabrics, polish shades etc., for approval of the Consultant/Employer before proceeding with such works.
- **6.** Should it be necessary to prepare shop drawings, the contractor at his own expenses prepare and submit at least four sets of such drawings to Consultant/Employer approval.
- 7. The contractor shall produce all invoices, vouchers or receipts account of all purchases done by him for materials if called upon to do so either by Consultant o the Employer.
- 8. The contractor should verify all measurements given in the drawing at the site before commencing the work. Any differences should be clarified with the Consultant before the commencing the work.
- 9. Partition line out shall be done at the site before starting the work and got approved from the Consultants.
- 10. The contractor shall submit Bar Chart (CPW method) for the complete work within one week of letter of acceptance of lender and get the same approved from Consultant/Bank in advance to coordinate the work with other agencies.
- 11. In order to complete the work in time, the contractor may have to work in more than one shift and beyond office hours. He will do so without any extra charges and without causing any disturbance/inconvenience to the neighborhood.
- 12. The contractor shall make necessary security arrangements at the site for the safety of his tools, materials and equipments etc. at his own cost.
- 13. The contractor shall quote his rate including the cost of materials as specified, corresponding wastage, labor, sales tax or any other taxes & duties, octroi, transportation to work site etc. The rates are firm and no escalation on any account shall be allowed on accepted rates.

14. Timber:

Hardwood or Teakwood shall be the best wood locally available and should be well & properly seasoned of nature growth, free from worm holes, large loose or dead knots or other defects and will not suffer warping, splitting or other defects through improper handling.

Teakwood to be either CP or Ballarshah and shall be of best quality, free from soft heart, worm & bee holes and other defects.

All Wrought timber is to be sawn, planned or works to correct sizes and shapes as shown in the drawings. An allowance of 2mm shall be permitted for each wrought face.

All wooden members shall be liberally coated and treated with indeterminate paint before fixing. 15. Plywood:

Plywood shall be BWR ply bonded with phenol formaldehyde, water resistant grade, make and brand etc., as per details given in the Tender/Drawings.

16. Workmanship for Joinery:

Timber is to be cut to require size and length and the joinery should start immediately after the line out is finalized. It should be framed out (but not bonded) and stored until required for fixing in position. At this stage it should be bonded and wedged up. Any portion that warp or develops shakes or others defects shall be replaced before wedging up. The whole work is to be framed and finished in a proper line and level and as detailed in the drawings and fitted with all necessary metal ties, straps bolts, screws.

Twining bonded joints are to be cross-tongued with teak tongues.

- 17. The contractor shall responsible for providing and maintaining temporary coverage required for the protection of dressed, finished or semi-finished works if left unprotected. He is also to clean out all shavings, cuts ends and other wastage from all parts of the work at his experience.
- 18. Laminate sheeting shall be of specified thickness, make and either plain, sued, satin or with design finish and samples showing the surface texture and pattern are to be submitted in proper sizes for approval before use.

The laminates shall be fixed with proper adhesive of approved grade and brand.

19. The contract surface of dowels, tenors, wedges, etc, shall be glued with proper adhesive. Wherever joinery and carpentry works is likely to come in contact with moisture the adhesive shall be waterproof.

20. Hardware:

Shall be of approved make and quality. Samples of each and every hardware item should be submitted and got approved before using. The hardware shall generally confirm to following.

Butt Hinges: shall be either brass oxidized or power coated Aluminum with pins and Washers heavy duty type.

Mortise: Six levers.

Tower Bolts: Brass oxidized or power coated aluminum.

21. Glass & Glazing:

The glass used for glazing shall be plain, complying with IS: 3548, unless otherwise specified.

22. Painting & Polishing:

All materials required for this work which are to be specified and approved manufacturer, delivered to the site in manufacturers containers with seals etc. unbroken and clearly marked with manufacturers name of trademark with a description of the contests and color. All materials to be stored at the site.

All brushes, tools, pots, kettles etc. used in carrying out of the work shall be clean and free from foreign matter.

Surfaces of the new wood work which are to be painted are to be rubbed down, knotted and stopped to the approval of Consultant/Employer.

Surfaces of previously woodwork which are to repainted shall be cleaned down with soap solution of approved solvent to remove dirt, grease etc. whilst wet the surface shall be flatted down with suitable abrasive and then rinsed down and allowed to dry. Minor area of defective paint shall be removed by scrapping back to firm edge and the exposed surface touched in with printer as described and stopped with putty. Where the wood work has been previously painted or polished and is to be down. Surfaces of previously painted metal surfaces which are to be repainted shall be cleaned down flatted down and a rust and loose scale shall be removed completely by chipping. Scrapping and wire brushing back to bare metal and touched in with Primer as directed by Consultant.

23. Aluminum Sections:

Aluminum Sections shall be factory extruded out of the aluminum ingots with smooth finish without any defects like pores, roughness etc. and shall be accurate in size, shape and weight etc.

24. List of INDIAN STANDARDS Referred to:

IS: 1200: Latest Measurement of building & civil engineering works, methods of

IS: 287 - 1973: Recommendations for maximum permissible moisture content of timber

IS: 141 - 1973: Code of practice for seasoning of timber.

IS: 3845-1966: Code of practice for joints used in wooden furniture.

IS: 303: For plywood

IS: 3548 - 1966: Glazing in buildings

IS: 1137 -1965: Specifications for ready mixed paint brushing matt.

IS: 113 - 1950: Or egg shell flat/wooden

IS: 133 - 1975: Coating/undercoating/finishing. Grey filter etc. for

IS: 110 - 1968: ELECTRICAL & LANS.

IS: 129 - 1950

25. Inspection and Testing:

The Consultant/Bank shall be entitled at all times at the risk of contractor to inspect and/or test by itself or through an independent agency appointed by the Employer to inspect, and/or test all the materials, components and items of work at the expenses of the contractor. All such tests shall be done as per ISI guidelines and directed by Consultant/Bank.

26. Civil Works:

All civil works shall be carried through experienced Civil Contractors/Tradesmen shall be of high standard. There shall be no compromise either in quality or workmanship.

MEMORANDUM

1. Name of the Work

: ELECTRICAL & LAN WORKS OF UNION BANK OF INDIA

PEDAPALEM BRANCH, PEDAPALEM,

GUNTUR (Dt.).

Estimated Value of Work

: Rs. 3,06,730/-(EXCLUDING GST)

2. Earnest Money Deposit

: Rs.0/-

3. Date and Commencement of the Tender: From the date of acceptance

: 27 days from Commencement]

4. Period of Completion

5. Value of the work to taken for issue of

"Interim Certificate" for payment : Rs.92,019/-

6. Retention percentage to be deducted

From RA bills

: 8% of the gross value of the bill (Excluding of EMD)

7. Liquidate Damages

: Half percent per week of the contract value Subject to a Max of 10% of the contract value

8. Period of Final Measurement

: 15 days

9. Period of honoring interim

Certificate for payment

: 7 days

10. Period of honoring Final Certificate

for Payment

: 15 days

11. Total Security Deposit

: As per Clause No: 10

12. Refund of Security Deposit

: 50% of SD after successful completion of the work Along with the final bill and balance 50%

after expiry of Defect liability period.

13. Defect liability period

: 12 months for completion of the work.

ADDITIONAL POINT TO BE HANDLE FROM BANKING SIDE FOR ELECTRICAL & LAN WORK UNION BANK OF INDIA, PEDAPALEM BRANCH, PEDAPALEM, GUNTUR (Dt.) ELECTRICAL FURNISHING WORK PARTICULARS Type / Shade S.NO. CC TV 4 Channel 1 Lan Cabling and Connectivity 2 DATA, Networking Cassette A.C. (O General/Mitsubishi/Daikin) 3 Air-conditioning 4 Kiosk Bank Approved Bank Approved 5 Electronic Display Glow sign Board Bank Approved 6 Visitors Sofa Athens Model - Synthetic Leather Finish - Light Brown Color. Officers Chairs Modular / Maroon Color 8 Bank Approved 9 UPS

10

Main Power

25 KVA Three Phase

MATERIAL SPECIFICATION FOR ELECTRICAL, TELEPHONE & BURGULAR ALARM WORKS

1	PVC RIGID PIPE/CONDUITS	SUDHAKAR/KALINGA / SUPER		
1				
2	PVC ROLL PIPE	SUPER DAIDA		
3	WIRES AND CABLES	FINOLEX / ANCHOR		
4	SWITCH AND SOCKETS MODULAR	LEGRAND/ CRABTREE		
5	LIGHT FITTINGS (LED)	LEGRAND/PHILIPS / WIPRO		
6	DB & MCB	HAVELLS / STANDARD / MDS		
7	AC STARTER, PLUG SOCKET	L & T SIEMNS / NORTH WEST / HAVELLS		
8	TELEPHONE SOCKET	ANCHOR ROMA		
9	DATA, VOICE CABLE CAT VI	D-LINK/ADHYA		
10	LUGS	DOWELLS		
11	TERMINALS	ESSEN / ELMEX		
12	BURGULARALARM	GODREJ / GLOBE DETECTIVE		
13	E - CAT 6 PATCH PANNEL	D-LINKA/AVAYA		
14	FAN (WALL BRACKET / EXHUAUST)	CROMPTON/ORIENT/ HAVELLS		
15	TELEPHONE CABLE	NETCO		

	UNION BANK OF INDIA PEDAPAI ABSTRACT OF THE ESTIMAT	FOFFIECT	DICAL W	ODVC
S.NO	DESCRIPTION	Qty(Sft / Rft)	Rate (Rs)	Total (Rs)
1	5 AMP. POINT WIRING IN CONCEALED P.V.C. CONDUITS		(118)	
(a)	Lighting point complete with modular type	14		
(b)	One Light point control by 01 6A switch	28		
(c)	Two Light point control by 01 6A switch	14		
(d)	6 amp dependent sockets on switch board			
(e)	Inverter Points	14 8		
(f)	Exhaust fan point same as item No.1(a) with modular type switch plates & MS conceal box & 3pin ceiling rose	2		
(g)	Call bell point same as above complete with modular type push switch, MS.conceal plate Conceal box with buzzer type bell.	1		
(h)	Wall Mounting fan wiring	20		
(i)	Light Fixtures wiring	27		
2 (a)	Supply Laying of Circuit line 2x2.5 mmsq+ 1x1mm sq PVC insulated copper wire from MCB DB to lighting SB & Raw power plug point(6Amps) rest are same as item no:1.3 lighting board or 6Amps plug connected.	52.50		
2 (b)	Supply fixing & connection of modular type 6 Amps 3Pin plug switch complete MS box socket to fixed under table & switch above table	8		
2 (c)	Do-but 16 Amps 6 pin socket with switch for raw power point. (01. Nos.plug connected from one circuit)	8		
	TELEPHONE WIRING			
	Supply and Laying of 10 pair 0.51mm thick copper conductor telephone cable in 20mm dia PVC pipe	2		
	Supply & fixing connection of 30 pair KRONE connector DB complete with 30 pair connectors and PVC Modeled Telephone DB box with locking system.	2		
j	Supply and erecting of approved make telephone RJ 11 jack for telephone with 2 pair 5 mm thick telephone cable including conduits with all required materials	4		
1	Wall Mounting fan 1200 speed A.C. (CROMPTON /EPC MAKE) including erection and installation	8		
(p) I	PHILIPS MAKE Ultra Violet Lamp with fitting at Counter	2		
2 (Ceiling fan high speed A.C. (CROMPTON /EPC MAKE) ncluding erection and installation	12		
	UPS WIRING			
3	Supply & Fixing of 8way SPN MCB DB (Double door) with 22A DP MCB as incomer and 6nos. 6A/10A/16A SPMCBs as outgoings for UPS DB	1		

CORPORATE OFFICE ADDRESS:

H.O: Dr.No:5-48-13/2, 4/13 BRODIPET, GUNTUR, A.P.

B/O:Dr.No:7-386/2, BEHIND GOPALAKRISHNA TALKIES; MANGALAGIRI, CRDA AMARAVATHI. A.P. B/O: FLAT NO- G-4, MAYURI MEADOWS, MAYURI NAGAR, MIYAPUR, HYDERABAD - TELANGANA e-mail: srisaiarchitects@gmail.com Ph: 0863-2231689, 9440260689

8 (a)	1 1 10 100 1 10	40	
(6)	M A/C.ELECTRIFICATION	8	
(e)	M Supply and fixing of patch card (Factory crimping) upto 1.5	16	
(d)	conductions. Supply and fixing of patch card (Factory crimping) upto 1.0	100	
(c)	Fixing of 9U rack with 24 port jack panels termination &	1	
(b)	Supply and fixing of CAT-6E dual information outlet, with surface box & dual face flat with all required material.	10	
7 (a)	Supply and Laying of TWO LINES of UTP cable 4 pair CAT- 6E LAN Cable with suitable of PVC conduit with all required material.	10	
	LAN CABLE		
6 (b)	Supply and fixing of 1no 16A 3pin sockets with 16A switch	8 .	
6 (a)	and fixing of 1 Nos 6A sockets with 1 Nos 6A switch of modular type with 'front plate and anodised GI box complete 'as required'for UPS Sockets	12	
(g)	LDB/UPS Connections with encloser for UPS Incoming. Supply and wiring of Raw Power Points from Main DB to	2	
	socket with 32 Amps SP MCB MDS make. Supply and fixing of 63A 4 Pole Change over Switch for	2	
(f)	main panel's DB to UPS power control switch and from UPS output switch and UPS (in Meters) Supply installation of UPS incoming 20 Amps Industrial	42.75	
	(Under table)+1 No 16 A switch in another board above table as per direction. Supply laying and connection of incoming UPS power from	12	
(d)	plug point board, rest same as item No.1-2 No. point to be connected from one circuit. Supply fixing of 3 Nos 16 Amps socket in single board		
(c)	Supply fixing & connection of UPS circuit line with 2x2.5 + 1x1.5mm sq through rigid PVC conduit 20mm dia 1.6mm wall thickness, with ISI mark, to lay from UPS MCB DB to	42.75	
(b)	Providing supply and fixing incl. all costs of UPS wiring points, UPS SOCKET 3X6 + 1X10 BOARD ETC. UPS input & output MCB shifting work, UPS shifting DB work	9	

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	OUT DOOR TYPE GLOW SIGN BOARD WIRING		1
(c)	Supply laying of main line with 2x2.5 + 1x1.5mm sq		
	through MS conduit from main incoming on MS		
	angle.Frame and 02 Nos cable end box including	L.S.	
	Connection		
(d)	Supply installation of 16 Amps DB MCB at main entrance		
	Glow sign board timers 24 Hrs in original housing.	1	
9	LED Down Light 22W	15	
10	4' - 1x18 LED Tube Light	10	
10 (b)	2' - LED Ceiling Lights in Manager Room	2	
11	Supply and fixing of VTPN MCCB DB with incoming TPN		
11	MCCB and outgoing SPN MCBS -18NOS MCBS, 125 AMPS	1	
	SUB TOTAL: ELECTRICAL (1)		
- 11	6-32 AMP Legrand/L&T Four Way DB3 Supply & Insulation		
11	100A Four Pole MCB	3	
12	63A MCB & 80MCB-4POLE	3	
13	10 Way Double Door 80A-4POLE 6A-32MCB	1	
14	Wiring 10SQ.MM 150/M	1	
15	Industrial socket with 4amps 2pole isolators	1	
	UPS DB'S&MCB's	1	P1
17	8 Gauge copper wire (A.C.metal sockets & wiring-2run of 4sq.mm wire)	12m	
	Removing, shifting and fixing of all the necessary electrical	12111	
	wires/cables/ switch boards/ pipes etc. generator, A/c, cash		
18	sorting points, fans, tube lights any other equipment in the	1.0	
	panking purpose, telephone points from present Location to	LS	
	he new location		
	SUB TOTAL: ELECTRICAL (2)	Rs.	
	TOTAL: ELECTRICAL (1)+ (2)	Rs.	
		173.	
	TOTAL ABSTRACT		
	Towards Electrical works		_
	Y		
1	Note: All the above rates are excluding G	ST	
	8	-	
_			