

# TENDER DOCUMENTS

PROJECT

CIVIL WORKS OF  
UNION BANK OF INDIA  
BRANCH -THOPPUMPADY

EMPLOYER



UNION BANK OF INDIA  
REGIONAL OFFICE – ERNAKULAM

**INTERIOR CONSULTANTS**  
M/S ILLUSIONS  
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## 1. TENDER NOTICE

Sealed tenders are invited in the prescribed form from empanelled vendors of M/s Union Bank of India, Regional Office, Ernakulam having office in Kerala State for Civil works at **M/S. UNION BANK OF INDIA, Thoppumpady Branch**

Name of work : Civil works at M/S. UNION BANK OF INDIA THOPPUMPADY  
Earnest Money Deposit : Rs.10000/-

EMD should be by way of demand draft from a scheduled/ nationalized bank in favour of **M/S. UNION BANK OF INDIA;**

Tender forms (nontransferable) can be had from the Regional office of **M/s. UNION BANK OF INDIA, ERNAKULAM** working days from 07.05.2022 to 13.05.2022 between 10 AM and 5 PM or the same can be downloaded from bank's website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in) and Govt Of India website [www.eprocure.gov.in](http://www.eprocure.gov.in)

Documents will not be sent by post

Tenders shall be submitted in the manner specified in the 'Instructions to bidders' forming part of the tender. Tender super scribing name of work, date of submission & name and address of the tenderer shall be submitted in sealed envelopes addressed to **"THE REGIONAL HEAD; UNION BANK OF INDIA ;REGIONAL OFFICE , ERNAKULAM**

**The tenders shall be received at the Regional office of Union Bank of India, by 3 pm on 16.05.2022**

The Employer will not be bound to accept the lowest tender and reserves the right to reject any or all tenders without assigning any reasons whatsoever.

**For M/s UNION BANK OF INDIA  
S/d**

## 2. INSTRUCTION IN REGARD TO SUBMISSION OF TENDER

**NOTE :**

Contractors are requested to note that non compliance of the following instructions are liable to render their tenders invalid

- 1 . Address to which the tender is : THE REGIONAL HEAD, UNION BANK OF INDIA  
to be submitted : REGIONAL HEAD; ERNAKULAM
  2. Last date and time of receipt  
of tender : Up to 3PM on 16.05.2022
  3. The tenderer shall go through all documents and each page of the bid documents including bid drawings shall be signed and dated by the tenderer as a token of having examined the same. Tenderer shall enter their rate in figures and in words. No alteration or multiplication, other than filling in particulars wherever called for, shall be made in the document. Any changes /deviations made by the tenderer on the bid documents shall not be taken into consideration.
  4. No alteration or additions are to be made by the contractors to the text of the Schedule of these tender papers. Violation of this instruction entails rejection of the tender at the discretion of the employer.
  5. Earnest money accompanying the tender will be accepted only in the form of Crossed Demand Draft payable at ERNAKULAM ..of scheduled /Nationalised Bank in Favour of M/S UNION BANK OF INDIA
- Any tender which is not accompanied by Earnest Money Deposit shall be summarily rejected.
- No interest will be paid for the period during which the Earnest Money lies in deposit with the Employer.
6. Contractors are warned that cash or encashable cheques or Insurance Guarantee or fixed deposit receipt in lieu of the aforementioned form of the Earnest Money remittance will not be accepted.

Any tender with conditions or deviation from the tender documents will be summarily rejected.

7. Bids will be received on or before 3 p.m on 16.05.2022  
Bids received after the due date and time will be rejected M/S UNION BANK OF INDIA will not take any responsibility for the loss, delay or non – receipt tenders sent by mail

8. Contractor shall commence the work immediately on receipt of letter /Fax or intent of work order which ever is issued earlier and complete the work within the stipulated time limit from the date of issue of L.O.I or work order whichever is issued earlier.



9. Offers shall be valid for a period of 4 calendar months from the date of opening of the tender .

10. Micro and small enterprises (MSE) are exempted from payment of EMD, subject to furnishing of relevant valid certificate for claiming exemption.

11. Bids received will be opened at 4 PM on 16/05/2022 in presence of available bidder's representatives. The bank will not sent any separate invitation for the same.

12. For further clarification, please contact M/s union Bank of India, Regional Office, Ernakulam.

### 3. FORM OF TENDER

To .....

.....

Dear sir

Having examined the drawings , specifications, designs and schedule of quantities relating to the works specified in the memorandum herein after setout and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender.

I/we.....

Hereby offer to execute the works specified in the said memorandum within the time specified at the rate mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in the conditions of tender, articles of agreement, schedule of quantities, general instructions to tenderers, special conditions of contract, general technical specifications and with such other materials and conditions as may be prescribed from time to time.

- |   |   |
|---|---|
| 1 . Description of work:  | : Proposed civil works for M/S UNION BANK OF INDIA ;THOPPUMPADY |
| 2. EMD  | : Rs. 10000/-   |
| 3. Retention to be deducted from bills  | :5% of final bill value .(8% to be deducted from running bills  |
| 4. Time allowed for completion from the 3 <sup>rd</sup> day after the date of written order to commence the works | : Total of 30 days for all works together                       |

Should this tender be accepted , I/We .....  
 ..... hereby agree to abide by and fulfill the terms and provisions of the said conditions

I/We  
 Have enclosed a Crossed Demand Draft for a sum of Rs.10000/- drawn in favour of M/s. UNION BANK OF INDIA LTD as Earnest Money which amount not to bear any interest .



Should I/We fail to execute the agreement when called upon to do so ,I/We do here by agree that this sum shall be forfeited by me/us to the Employer in addition to other liabilities prescribed by virtue of other terms of contract and under law .

The names of partners of our firm are : -

- 1
- 2
- 3

Name of the partners of the firm authorized to sign .

Or

Name of the person having power of attorney to sign the contract (certified true copy of the power of attorney should also be attached )

Yours faithfully

(Contractor)

Signature and address of the Witnesses : -

- 1 .
- 2.

#### **4 .DEFINITIONS AND TERMS**

- 1 . Owner /Employer : M/S .UNION BANK OF INDIA
2. Interior Consultant :M/s .Illusions  
: Architectural Engineers & Interior Designers; #67; Girinagar ;
- 3 Tenderer shall mean the firm /party /individual who quotes against an enquiry
4. Contractor shall mean the successful tenderer whose tender has been accepted by the Employer and to whom a letter of intent or work order has been placed and shall to include his heirs ,legal representatives and assigns .
5. Sub –contactor shall mean the person /firm/party named in the contract undertaking a part of the work or any person to whom a part of the contract has been sublet with the consent in writing from the Employer and shall include his heirs ,legal representatives and assigns .
6. Contract price shall mean ,if there is a formal agreement the prices referred to in the agreement or if there is no formal agreement the prices agreed to be the value of the contract .
7. This contract price shall mean the article of agreement the prices ,General conditions of contract ,specifications & Priced bills of quantities duly signed .
8. Site shall mean the actual place of the proposed project where work is to be executed under this contract .
9. Month shall mean calendar month .
10. Building shall mean the proposed building, boards ,fencing etc .
11. Earnest money shall mean the sum paid along with the tender as token to bind a contract.
12. Award shall mean the written acceptance of tender by the employer given to the successful tenderer .
13. Security Deposit shall mean the amount pledged with the employer for faithful and satisfactory performance of contract .
14. Retention amount shall mean the amount deducted from the running bill .
15. Engineer- in – charge shall mean the Site Engineer representing Employer .
16. Material shall mean all construction materials used for civil ;interior and Electrical works





## 5. GENERAL INSTRUCTIONS TO TENDERERS

### 1. SUBMISSION OF TENDER :-

Tenders must be submitted in original and without making any additions alterations and as per details given in other clauses given hereunder .

Addenda /Corrigenda to this tender documents, if issued ,must be signed and submitted along with the tender document .The tenderer should write clearly the revised quantities in schedule of rates of tender document and should price the work based on revised quantities when amendments for quantities are issued in addenda .

Covering letter along with its enclosures accompanying the tender document and all further correspondence shall be submitted .

Tenders should always be placed in sealed cover super scribing :

### **TENDER FOR THE CIVIL WORKS FOR M/S UNION BANK OF INDIA, THOPPUMPADY**

The full name, address and telegraphic address of tenderer shall be written on the bottom left hand corner of the sealed cover .

### 2. TENDER DOCUMENTS

The tender ,as submitted ,will consist of the following .

- Complete set of tender documents as sold together with Addenda / corrigenda duly filled in and signed by the tenderer .
- Earnest Money in the manner specified
- Power of Attorney or a true copy thereof duly attested by a Gazzetted officer in case an authorized representative has signed the tender .

### 3. ALL PAGES TO BE INITIALLED

All signatures in tender document shall be dated ,as well as all pages of the sections of tender documents shall be initialed at the lower right hand corner or signed where ever required in the tender paper by the tenderer or by a person holding power of Attorney authorizing him to sign on behalf of the tenderer before submission of tender .

### 4. RATES TO BE IN FIGURES AND WORDS

The tenderer should quote in English both in figures as well as in words the Rate and it should be duly signed .

### 5. CORRECTIONS AND ERASURES :

All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date . No erasures or overwriting are permissible .

### 6. SIGNATURE OF TENDERER :

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



## **7. WITNESS**

Witness and sureties shall be persons of status and property and their names ,occupation and address shall be stated below their signature .

## **8. TRANSFER OF TENDER DOCUMENTS**

Transfer of tender documents purchased by one intending tenderer to another is not permissible .

## **9. EARNEST MONEY**

The tenderer must pay Earnest Money as given in the notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected . The Earnest Money is to be paid by way of Crossed Demand Draft for Rs10000/-In favour of M/S UNION BANK OF INDIA from any Nationalised/Scheduled Bank . Cheques are not acceptable .

No interest shall be paid by the owner on the Earnest Money deposited by the tenderer . The Earnest Money deposited by the successful tenderer will be retained towards the security deposit for the fulfillment of the contract ,but shall be forfeited if the tenderer fails to deposit the requisite security deposit or fails to start work within a period of 5days or fails to execute the agreement within 5days from the date of receipt of the letter of acceptance of tender .

## **10. VALIDITY**

The tender will be considered firm for a period of 4 months from the date of opening the tender ,which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period . The Earnest Money Deposit of the successful tenderers will be refunded after the tenders are disposed of .

## **11. ADDENDA /CORRIGENDA**

Addenda /Corrigenda to the tender documents may be issued prior to the opening of the tenders to clarify documents or to reflect modification in the design or contract terms Each addendum/corrigendum issued by the Architect /Employer will be distributed in duplicate to each person or organization to whom the tender documents have been issued .Each recipient will retain one copy of each addendum /corrigendum for submission along with his tender and return one signed copy to the Employer as acknowledgement receipt of the same .All addenda /Corrigenda issued by the Architect /Employer shall become part of Tender Documents .

## **12. RIGHT TO EMPLOYER ON TO ACCEPT OR REJECT TENDER**

The right to accept the tender will rest with the EMPLOYER .The EMPLOYER however does not bind itself to accept the lowest tender,and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever .The whole work may be split up between two or more contractors or accepted in part and not entirely if considered expedient .

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and /or the prescribed conditions are not fulfilled are liable to be rejected .

## **13. DRAWINGS**

Drawings listed under schedule of drawings are intended to give the tenderer an idea of the type of work involved . The drawings as such are only indicative and for tender purpose only . Work shall proceed only on the basis of drawings issued as " Released for construction " which shall be issued to the contractor progressively after the award of contract . No claim shall be entertained from the contractor if the " Released for construction " are at variance with those shown for tender purposes.

## **14 . SUFFICIENCY OF QUANTITIES**

The quantities furnished in the schedule of quantities are only approximate based on preliminary design and are meant primarily to form a common basis for tender analysis .Actual quantities may vary significantly from the quantities given in the schedule. If the value of work as per the schedule does not exceed 25% of the agreed P.A.C the agreed rates shall hold and the contractor will have no claim on this account . However ,if the value of work as per the schedule exceeds 25% of the agreed PAC excluding cost of extra or additional works ,an extra payment of 10% will be made for such exceeds .

#### **15. DATE OF COMMENCEMENT & DATE OF COMPLETION**

Time is the essence of the contract and upon agreement of the contract prices the contractor shall agree to complete the work within 30 days from the date of commencement of work shall be reckoned from the 2nd day of receipt of work order by the contractor from the EMPLOYER .

Date of completion shall be reckoned as the date on which the EMPLOYER after satisfactory inspection of the work takes over the building and passes necessary written communication to that effect to the contractor concerned . As soon as the work is completed and ready for inspection the contractor should inform the EMPLOYER in writing for such inspection .

#### **16. NIGHT WORK AND WORK SCHEDULE**

If night work is necessary to complete the work in time ,the EMPLOYER's prior permission shall be obtained .Night work shall not entitle the contractor to any increase in rates .

Before commencement of the work , the contractor will be required to submit to EMPLOYER a detailed work schedule for completion of the work within the agreed time ,specifically mentioning the time period required for each of the items of work and get the schedule approved by EMPLOYER .No deviation shall be permissible without the concurrence of the EMPLOYER .

The EMPLOYER reserves the right to take out of contract any part of the work and allot it to any agency at the risk and cost of the contractor if in the opinion of the EMPLOYER the progress of work is unsatisfactory .The EMPLOYER shall not entertain any claim from the contractor as a result of such action on the part of the EMPLOYER .

#### **17 . FILING OF TENDER**

It is very important that the tender should be submitted complete in every respect including filling up all the questionnaires attached to the tender paper Incomplete tenders are liable to be rejected without assigning any reason .

#### **18. SETTING OUT WORKS**

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels ,dimensions and alignment of all parts thereof . If at any time in the opinion of the EMPLOYER any error in this respect shall appear during the progress of the work and after approval of the initial setting out by the EMPLOYER the contractor shall be held responsible for its rectification as and when required . No extra cost will be admissible in this behalf

#### **19. CANVASSING**

Canvassing in connection with tender is strictly prohibited and tender submitted by the contractor who resort to canvass will be liable for rejection .

#### **20. CLEARING THE SITE**

The contractor shall at his own expense remove all debris obtained from his works or from other contractors work and clean the building to the entire satisfaction of the Architect/Consultant/Employer,Municipal and other public authorities . No claim shall be entertained for any repeated engagement of labour for such works

**EMPLOYER**

**CONTRACTOR**

## **6. PRELIMINARY AND GENERAL CONDITIONS OF CONTRACT.**

### **1. SCOPE OF CONTRACT**

The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Employer /Architect /Consultant . The Employer may in their absolute discretion and from time to time issue further drawings and /or written instructions ,details ,directions and explanations which are hereafter collectively referred to as Employer /Architect /Consultants instructions in regard to .

- a. The variation or modification of the design ,quality or quantity of works or the addition, omission or substitution of any work .
- b. Any discrepancy in the drawings or 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 material thereof .
- d. The removal and/or re-execution of any works executed by the contractor .
- e. The dismissal from the works of any persons employed thereupon .
- f. The opening up for inspection of any work covered up .
- g. The amending and making good of any defects .

The contractor shall forthwith comply with and duly execute any work comprised in such Employer / Architect /Consultant's instructions .

### **2. CONTRACTOR TO VISIT SITE**

The contractor is required to visit the site and satisfy himself as to the facility for transport and storage of materials ,availability of labour ,water ,Electricity etc. and no extra claim under the above headings shall be entertained after the contract has been executed .

### **3. LIQUIDATED DAMAGES**

In case the entire work is not completed within the stipulated period due to action or in actions on the part of the contractor, the contractor will be liable to pay liquidated damages as follows :-

0.15% of the total value of work , for each week's delay beyond the date of completion specified in the contract , subject to a maximum of 5% of the total value of the contract after which the contract will stand cancelled .

### **4. INTERIM PAYMENT**

Interim payment will be released on the basis of actual executed work and stock of materials

### **5. DEFECTS LIABILITY PERIOD AND RELEASE OF RETENSION AMOUNT**

The contractor shall be responsible for the maintenance of the work executed by him for a period of 12 months as specified elsewhere in this contract from the date of completion of works as certified by the Employer /Architect /Consultant and any defects notified to the construction during this period will have to be rectified by the contractor at his own cost .

Retension shall be released on the expiry of the defect liability period

### **6. SUB CONTRACTING**

The contractor shall not without the previous sanction in writing by the Employer sublet or execute any Power of Attorney in respect of any matter touching this contract and any such Power of Attorney executed without the above concurrence shall not be recognised or be binding upon the Employer . It shall be entirely within the discretion of

the authority accepting the contract either to grant or to refuse or to revoke a sanction once given .

#### **7. SUBLETTING**

Notwithstanding any subletting with such approval as aforesaid and notwithstanding that the Employer shall have received copies of any sub contracts the contractor shall be and shall remain solely responsible for the quantity and proper expeditious execution of the works and the performance of all the conditions of contract in all respects as if such subletting or sub-contracting had not taken place and as if such work has been done directly by the contractor If any sub- contractor engaged upon the works at site , executes any work which in the opinion of the Employer may issue written notice to the contractor and upon the receipt of such notice the contractor terminate such sub-contract and dismiss the sub-contractor and later shall forthwith leave the works failing which the Employer shall have the right to remove such sub-contractors from the site . No action taken by the Employer under this clause shall relieve the contractor on any of his liabilities under the contract or give rise to any right to compensation ,extension of time or otherwise .

#### **8. DELAY AND EXTENSION OF TIME**

Time shall be the essence of the contract .The contractors endeavors shall be to prevent any delay and complete the work within the time agreed . However ,on unavoidable circumstances ,for reasons supported by documentary proof such as Hindrance register Employer may allow extension of time at their discretion as may be necessary to complete the work . In case of any extension of time the contractor will be required to execute a supplementary agreement to that effect at his cost .

#### **9. TERMINATION OF CONTRACT BY THE EMPLOYER**

If the contractor being an individual or a firm commits any Act of Insolvency ' or shall be adjudged as insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up made voluntarily or subject to the supervision of the court and the official Assignee or the Liquidator in such act of insolvency or winding up ., as the case may be ,shall be unable within the seven days after notice to him requiring him to do so ,to show to the reasonable satisfaction of Employer /Architect/Consultant that he is able to carry out and fulfill the contract and to give security therefore ,if so ,required by the Employer .

Or if the contractor (whether an individual firm or incorporated Company ) shall suffer execution or other process of court attaching property to be issued against the contractor .

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

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

Or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder ,or if the contractor .

- a. At any time makes default in proceeding with the works with the due diligence and continuous to do so after a notice in writing of 7 days from the Employer /Architect/Consultant .
- b. Commits default in complying with any of the terms and conditions of the contract and does not remedy it within 7 days after a notice in writing is given to him in that behalf by the Employer /Architect/Consultant .

- c. Fails to complete the work or items of work with individual date of completion and does not complete them within the period specified in a notice given in writing in that behalf by Employer /Architect/Consultant .
- d. Offers or gives or agrees to give any person in Architects service or to any gift or consideration of any kind as inducement or reward or doing or forbearing to do or having done or foregone to do any action in relation to the obtaining or execution of this or any other contract for Architect .
- e. Fails to supply sufficient or suitable constructional plant,temporary works ,labour ,material or things
- f. Fails to carry out and execute the works to the satisfaction of the engineer –in-charge .
- g. Employer /Architect/Consultant may without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Employer /Architect/Consultant after written notice ,cancel the contract as a whole or only such items of work in default from the contract as assessed by the Employer .In case the contract as a whole is cancelled due to reasons specified above ,the Employer reserves the right to get the whole of the contract or such items of work as are cancelled due to reasons of the contractor and that the employer will be at liberty to recover the entire loss from the contractor notwithstanding the amount fixed as liquidated damages under clause 3

#### **10. TERMINATION OF CONTRACT BY DEATH**

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Employer is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership ,the surviving partners are capable of carrying out and completing the contract as to its incompleting part without the Employer in any way liable to pay any compensation to the estate of deceased contractor and/or to the surviving partners of the contractors firm on account of the cancellation of the contract . The decision of the Employer that the legal representative of the deceased contractor or the surviving partners of contractors firm cannot carry out and complete the contract ,shall be final and binding on the parties . In the event of such cancellation the employer shall not hold the estate of the deceased contractor and/or to partners of the contractors firm liable in damage for not completing the contract .

#### **11. TERMINATION OF CONTRACT DUE TO BANKRUPTCY**

The Engineer shall , as soon as may be practicable after any such entry and termination by the employer ,fix and determine exparte ,or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute and shall certify .

- a. What amount (if any ) had at the time of such entry and termination been reasonably earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract ,and
- b. The value of any of the said unused or partially used materials any contractor's equipment and any Temporary works .

#### **12. ALTERATION**

The Employer may be at any time during the progress of the work by order in writing make any alteration in the original specification and drawings by way of addition there to or omission or other deviation there from whereupon the contractor shall execute such



additional work or omit or deviate from such specification and drawings as may be ordered by employer in the same manner as if the same has been so provided in the original specifications or drawings for the works. All alterations to the accepted tender given in writing by the employer/architect/consultant shall be proceeded with by the contractor.

### **13. REMOVAL OF WORKMEN**

The contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the employer/architect/consultant shall be at liberty to object to and require the contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of employer/architect/consultant misconduct himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without permission of the employer/architect/consultant .

### **14. REMOVAL OF WORKS NOT ACCEPTED**

The contractor shall invariably execute all works in the most substantial and workman like manner and materials used shall be of best description. The contractor shall also confirm minutely to the drawings and specifications which form the basis of the accepted tender and other written instructions and drawings if any relating to the work which may from time to time be issued by the employer/architect/consultant. If it shall appear to the employer/architect/consultant any work has been executed with unsound imperfect or unskillful workmanship or with materials of an inferior description the contractor shall be demand in written forthwith rectify , remove or reconstruct the same in whole or in part as the case may require at his own proper charge and cost and in the event of his refusing to do so within a period to be specified by the employer/architect/consultant or if shall fail to remove from the site of work within a specified period any materials or articles which are considered by the employer/architect/consultant unsound or bad quality, or not agreeable to the terms of the contract and to provide immediately suitable materials or articles in lieu of these condemned then the contractor shall be liable to pay liquidated damages at the rate of 1% of the amount of contract for every day not exceeding ten days that he fails to comply with the written demand of the employer. In case of default on the part of the contractor to carry out such order the employer shall have the power to employ and pay other persons to carry out the same and all expenses consequent there on or incidental there to , as certified by the employer from any monies due or that may become due to the contractor in addition to the penalty mentioned above.

### **15. SAFETY MEASURES AND ACCIDENTS**

The contractor shall provide at his own cost of all necessary safety measures required to protect the public (including their rights and property) as well as his own workmen from accidents arising out of and in consequence of the work under this contract .The contractor shall be responsible for the safety of all employees or workmen, employed or engaged by him in connection with the work and in addition to the staff of the employer employed at the site and that the contractor shall forthwith report to the employer about any accident, any injuries sustained and shall make adequate arrangements for rendering all possible first aid or hospitalisation as the case may be in respect of the victims of any accidents.

### **16. INDEMNIFYING THE EMPLOYER BY THE CONTRACTOR**

The contractor shall be liable for any claim or compensation ,damages or expenses payable as a result of any accident or injury or loss sustained by any workman engaged

or employed by him or any member of the general public on account of the execution of the contract any the amount he is liable to pay in accordance with WC act or any such legislation or rule or common law, for the above the contractor shall, before commencement of work buy and produce a current insurance policy covering the entire period of the contract from a registered insurance company indemnifying employer/architect/consultant for any such claim compensation damages etc. Incase such an insurance policy accepted to the employer/architect/consultant is not produced, the contractor will be deemed to have agreed to the employer to deduct 1% of the running bills and the amount so deducted will be credited to the insurance fund maintained by the employer and the employer will then undertake the responsibility to meet such claims and that under no circumstances the said 1% deducted shall be returned whether or not there is any accident or claim from any one.

#### **17. PAYMENT OF WAGES , INSURANCE ETC**

It shall also be the responsibility of the contractor to observe the provisions of any other law like the ESI Act ,EPF Act , payment on wages Act, the contract labour abolition and regulation Act etc to the extent they are applicable to him in respect of the workmen engaged or employed by him in or for the execution of the work as per this contract. The contractor shall indemnify the employer/architect/consultant against any claim that may be made on the employer/architect/consultant for any obligation under the said Acts or any amount which may be required to be paid by the employer. The said amount shall be recovered from the contractor by deduction from the amounts due to him or otherwise .The contractor shall keep a muster roll of the labourers engaged by him at site noting their daily attendance and wages. Payment must be made to them atleast once in a fortnight and the signature or thumb impression of the workers should be obtained. Such rolls shall be open for inspection and verification by the officials of the employer/architect/consultant when ever found necessary.

#### **18. QUANTITIES**

The quantities in the schedule of quantities approximately indicate the total extend of work ,but may vary to any extend and may even be omitted thus altering the aggregate value of the contract.

#### **19. COMPLETION OF WORKS**

The rate quoted by the contractor are for works at site to be completed for all materials ,plant, labour, machinery and tools of every description necessary for executing and completing the works. Any materials brought on to the site by the contractor and not approved by the employer/architect/consultant will be removed and replaced by materials acceptable to the employer at the contractors own cost. A sample of all materials to be used shall have to be got approved by the employer and the same kept at the site for verification. Rate quoted shall be for finished works in site and shall be inclusive of contingent expenses, such as tools and plant scaffolding charges, requisite machinery and cost of operating them, carriage of tools and plant and other appliances ,lighting and watching , tool charges duties sales tax on all materials and articles that may be necessary for the successful completion of the work and setting out and measuring of work etc. No claim for separate payment of any such items will be admitted on any account.

#### **20. EXECUTION OF AGREEMENT**

The successful tenderer will be required to enter into a contract with M/s UNION BANK OF INDIA Ltd for the execution and completion of the above work on proper stamp paper. The employer will communicate to the successful tenderer about the acceptance of his tender ,on receipt of which he should remit the security deposit by demand draft and



arrange to execute an agreement with the employer within 5 days from the date of receipt of work order.

#### **21. PROCEDURE FOR MEASUREMENTS**

All the works shall be done according to the drawings and instructions of employer/architect/consultant . Figured dimensions shall be followed . Measurements shall be of the actual work done.

All measurements shall be in metric system. All works in progress shall be measured by the contractor and the representative of the employer/architect/consultant jointly. The measurements will be recorded in the presence of the representative of Employer/Architect/Consultant who will check measure.

#### **22. TAXES**

Advance income tax together with surcharge will be deducted from the bill as per rules current at the time of passing the bill.

**Rates to be exclusive of GST.**

#### **23. PREPARATION AND CERTIFICATION OF INTERIM AND FINAL BILLS**

The bill will have to be prepared by the contractor and the same will be check measured by the employer/architect/consultant or his representative.

#### **24. EXTRA ITEMS**

Items which do not find a place in the original tender or in the accepted tender and agreement executed by the contractor shall be deemed as extra items. Such items found necessary to be carried out in the course of construction of the agreed work shall also be carried out by the contractor on written order issued by Employer/Architect/Consultant and executing a supplemental agreement for the purpose between the contractor and the employer. For carrying out extra items not include in the agreed schedule rate will be based on the market rate of materials and labour plus contractors profit of 10%.The decision of the employer/Architect/consultant about the market rate of materials and labour will be binding on the contractor.

#### **25. ALLIED ITEMS**

Allied items or identical items shall be items other than original quoted items or extra items. When minor modifications to quoted items are introduced without basically changing the character of the original item by introducing components of new materials such items shall be called as identical allied items.

The rates for such items shall be derived based on the original items plus or minus cost of components introduced or excluded. The rate for the new components part of items shall be worked out on the same basis as followed for extra items for which supplemental agreement will have to be executed between the employer and the contractor.

#### **26. MODE OF MEASUREMENTS**

Mode of measurements will be as per IS 1200 or as per latest revisions and as per mode of measurements attached on page -20

#### **27. WATER AND ELECTRICITY**

Water and electricity for the construction purposes will have to be arranged by the contractor and his own cost and risks and bill for its consumption if any, will have to be paid by the contractor.

#### **28. WATCHING AND LIGHTING**

The contractor shall provide and maintain at his own expenses, all lights ;guards ;fencing and watching when and where necessary or required by employer/architect/consultant for the protection of the works or for the safety and convenience of those employed on the works or the public .

#### **29. LABOUR LAWS AND SAFETY REGULATIONS**

- a. Contractor shall be responsible for making good at his own cost to the sanction of the Employer any loss and damages to any structures or properties belonging
- b. to the owner or other agencies or persons if such loss or damages was caused on account of the execution of the work .
- c. The contractor shall keep the employer/architect/consultant indemnified for the all claims for damage to property for arising under or by reason of this agreement if such claims result from the fault and or negligence or willful acts or Omission of the contractor, his employees ,representative or subcontractors as certified by the employer/architect/consultant .
- d. Should the Employer have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Employer shall be charged to and paid by the contractor and contractor shall not be at liberty to dispute or to question the right of the Employer to make such payments notwithstanding the same may have been made without his consent or authority .
- e. The contractor shall indemnify the employer/architect/consultant and every member ,officer and employee of the employer also the Engineer in charge and his staff against all actions ,proceedings ,claims demands ,cost and expenses which may be made against the employer/architect/consultant for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract .
- f. No labourer below the age of fifteen yrs shall be employed on the work .
- g. The contractor shall not pay less than what is provided under law to labourers engaged by him on the work .
- h. The contractor shall at his expense comply with all labour laws and keep the Employer/Architect/Consultant indemnified in respect there of .
- i. Before commencement of the work the contractor will have to obtain a license under the provisions of the contractor labour (Regulation and Abolition Act 1970) and produce the same before the Employer .

### **30 SUPERVISION**

The contractor should arrange for atleast 3 nos of qualified and well experienced Engineers out of which one should be graduate to be employed by him to supervise the work during progress whose bio-data should be forwarded to the Employer/Architect/Consultant for approval .

The contractor shall also give representatives of the Employer/Architect/Consultant all necessary facilities for inspection ,testing and examining any part of the works .

### **31. MATERIALS AND WORKMANSHIP**

It shall conform to their representative description and to Employer/ Architect/Consultant's approval .All works shall be carried out as prescribed in the specifications and in accordance with Employer/Architect/Consultants Instructions ,and the contractor shall upon the request of the Employer/Architect/Consultant instructions, furnish him with all invoice accounts receipts and other vouchers to prove that the materials comply there with. The contractor shall at his own cost arrange for and carry out test of any materials which the employer may require

### **33. SETTLEMENT OF DISPUTES**

All disputes and difference of any kind what ever arising out or in connection with the contract or the carrying out of the works (whether during the progress of work or after their completion and whether before or after the determination abandonment or breach of the contract)shall be settled by the employer who shall state its decision in

writing. Such decisions may be in the form of a final certificate or otherwise. The decision of the employee shall be final.

#### **34.JURISDICTION**

The courts at **ERNAKULAM** alone shall have jurisdiction in respect of any matter arising out or in connection with the contract.

#### **7.APPENDIX**

1	Defect liability period	12 months from the virtual completion of the works
2	Period of final measurement	10 days minimum or within 20 days from the virtual completion of works
3	Date of commencement	Within 2 days after signing the agreement
4	Time of completion	30 days
5	Total retention money	5 % of the final bill value (8% to be deducted from running bill )

### LIST OF APPROVED MAKES - CIVIL

<b>CEMENT</b>	<b>ULTRA TECH / SANKAR</b>
<b>STEEL</b>	<b>TATA/VIZAG/METCON/JSW-TMT</b>
<b>VITRIFIED TILE</b>	<b>JOHNSON /KAJARIA / SOMANY/SIMPOLO/NITCO</b>
<b>TILE ADHESIVE</b>	<b>BAL/ ENDURA/LATICRETE</b>
<b>PAINTS</b>	<b>JOTUN ,ICI,ASIAN,BERGER</b>
<b>BASE PUTTY</b>	<b>NATIONAL</b>
<b>LOCKS</b>	<b>GODREJ</b>
<b>SANITARY</b>	<b>CERA/ JAGUAR/HINDWARE</b>
<b>FAUCETS</b>	<b>CERA/ JAGUAR/HINDWARE</b>
<b>PIPE</b>	<b>ASTAL/SUPREME</b>

BILL OF QUANTITY FOR CIVIL WORKS OF M/S.UNION BANK OF INDIA,THOPPUMPADY BRANCH					
	SPECIFICATION	UNIT	QNTY	RATE	AMOUNT
<b>PART -1</b>					
<b>STRONG ROOM WORKS</b>					
1	RCC for strong room wall & floor	M3	30.00		
2	Steel mesh on top 20mm @7.5cm C/C	KG	1300.00		
3	Plastering	M2	180.00		
4	Painting	M2	180.00		
5	Vitrified tile flooring	M2	45.00		
	<b>TOTAL 9</b>				
<b>PART -2</b>					
<b>PLUMBING WORKS</b>					
<b>A</b>	<b>SANITARY WARE AND CP FITTINGS</b>				
1	<b>Wash basin</b>				
	Supply Installing, testing and commissioning of below counter oval <b>wash basin</b> counter, with extention pipe, M.S. wall brackets with a pair of SS screws to support the basin 450mm long CP inlet connection pipe, CP wall flange all of approved make, complete.Rates to include MS frame to support granite top etc complete - MAKE- CERA/JAGUAR	Set	1.00		
	Supply, Installation, Testing and Commissioning of CP-Waste coupling	Set	1.00		
	Supply, Installation, Testing and Commissioning of CP-Bottle trap	Set	1.00		
	Supply, Installation, Testing and Commissioning of CP- Angle valve	Set	1.00		
	Supply, Installation, Presmattic Bib Cock <b>FOR WASH BASIN FAUCET</b>	No.	1.00		
2	<b>EWC</b>				
	Supply Installing, testing and commissioning <b>single piece S/P trap EWC -CERA calibre sp or equivalent including all related accessories like trap/ seat cover etc complete</b>	No	2.00		
3	<b>URINAL</b>				
	Supply, Installation, Testing and Commissioning of WALL MOUNTED URINAL with sensor for flushing -CERA -claciaEFS or equivalent including all related accessories	No	UR		
4a	Supply, Installation, Testing and Commissioning of CP- Angle valve	Set	2.00		
4b	Supply, Installation, Testing and Commissioning of Floor Trap	Set	3.00		

4c	Supply, Installation, Testing and Commissioning of health faucet including all accessories and angle cocks	Set	2.00		
5	Supply, Installation of full body vitrified tile (slab size )over multiwood for counter wash (top and front side) including polished edges on front/ sides and edges of wash basin areas	Sqm	0.00		
6	Supply , installation and fixing of edge polished mirror over 12mm multiwood base screw fixed on the wall	Sqm	2.00		
<b>B</b>	<b>Plumbing Works</b>				
	Supply and laying of the following PVC pipes as part of plumbing works as per drawings provided. Rates to be inclusive of all accessories like bends , couplings, clamps, reducers ,joints etc complete. Rates to be inclusive of concealing where ever necessary and work to ensure proper water tightness for all joints. Rates to further include all related accessories to connect the system to the main water supply / sewer lines.Rates to be all inclusive including cost of materials, labor, wastages, scaffolding etc complete.				
1	Supply and laying of 20mm dia PVC pipe of 15kg/m quality including all accessories	rm	20.00		
2	Supply and laying of 25mm dia PVC pipe of 15kg/m quality including all accessories	rm	20.00		
3	Supply and laying of 32mm dia PVC pipe of 10kg/m quality including all accessories	rm	20.00		
4	Supply and laying of 50mm dia PVC pipe of 6kg/m quality including all accessories	rm	20.00		
5	Supply and laying of 110mm dia PVC pipe of 4kg/m quality including all accessories	rm	20.00		
	<b>TOTAL 8</b>				
	<b>ABSTRACT</b>				
1	<b>STRONG ROOM WORKS</b>				
2	<b>PLUMBING WORKS</b>				
	<b>GRAND TOTAL</b>				
					<b>ADD GST 18%</b>

## Measurement Sheet For Civil Works of Union Bank of India Thoppumpady Branch

Sl/No	Particulars	No	Length	Breadth	Height	Quantity	
<b>1</b>	<b>RCC for strong room wall &amp; floor</b>						
		2	6.50	3.70	0.30	14.43	
	door	-1	1.00	2.20	0.30	-0.66	
		2	3.70	3.50	0.30	7.77	
	floor	1	6.50	3.50	0.30	6.83	
	<b>Total</b>					<b>28.37</b>	<b>30.00 M3</b>
<b>2</b>	<b>Steel mesh on top 20mm @7.5cm C/C</b>						
		3	80.00			240.00	
		6	40.00			240.00	
	perifery	2	20.00			40.00	
	<b>Total</b>					<b>520.00</b>	
	1 M @ 2.46 KG/M					1279.20	<b>1300.00 KG</b>
<b>3</b>	<b>Plastering</b>						
		4	6.50		3.70	96.20	
		4	3.50		3.70	51.80	
		2	5.90		3.00	35.40	
	less	-1	2.10		2.00	-4.20	
	<b>Total</b>					<b>179.20</b>	<b>180.00 M2</b>
<b>4</b>	<b>Painting</b>						
		4	6.50		3.70	96.20	
		4	3.50		3.70	51.80	
		2	5.90		3.00	35.40	
	less	-1	2.10		2.00	-4.20	

	<b>Total</b>					179.20	<b>180.00 M2</b>
<b>5</b>	<b>Vitrified tile flooring</b>						
		1	5.00	3.00		15.00	
		3	2.10	4.00		25.20	
	less	-2	2.10	2.00		-8.40	
		4	1.20	2.10		10.08	
	<b>Total</b>					41.88	<b>45.00 M2</b>

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