

**PART –A & B
TECHNICAL & PRICE BID**

TENDER DOCUMENTS

FOR

AIR CONDITIONING WORK
FOR VARIOUS BRANCHES, MUMBAI (SOUTH) REGION.

TENDER ISSUED TO : M/s _____

TENDER COST : Rs. 500-00 (Part A & Part B)

Total no of pages 45 should be signed and stamped by Firm

यूनियन बैंक ऑफ इंडिया UNION BANK OF INDIA

क्षेत्रीय कार्यालय, मुंबई (दक्षिण), यूनियन बैंक बिल्डिंग, 6वीं मंजिल, 66/80, मुंबई समाचार मार्ग, मुंबई - 400001,
Regional Office, Mumbai(S), Union Bank Building, 6th floor, 66/80, Mumbai Samachar Marg, Mumbai
400001

NOTICE INVITING TENDER (NIT)

UBI Invites sealed tenders under two cover systems from the **AIR CONDITIONING WORK** contractors on Bank's approved panel under appropriate category in the circle of Mumbai Zone for the work mentioned below.
Details of the tender are as under:

1	Name of work	AIR CONDITIONING WORK FOR VARIOUS BRANCHES,MUMBAI (SOUTH).
2	Time allowed for completion	As per instruction in work order
3	Earnest Money Deposit	Rs. 5,000/- by way of Demand Draft/ Banker's Cheque in favour of Union Bank of India payable at Mumbai. Technical bid with no DD/ Banker's Cheque attached shall be rejected & their price bid shall not be opened. EMD of successful contractor shall be refunded on completion of the work.
4	Total Security Deposit (TSD)	TSD shall be 5% of contract value which will be deducted from the final bill of the contractor by way of retention amount. TSD will be refunded to the contractor on successful completion of defect liability period.
5	Cost of tender document.	Rs. 500/- Non Refundable. by way of Demand Draft/ Banker's Cheque in favour of Union Bank of India payable at Mumbai. Technical bid with no DD/ Banker's Cheque attached shall be rejected & their price bid shall not be opened.
6	Last date & time of receipt of completed & filled tender.	31.05.2022 up to 15.00 Hrs.
7	Address at which the tenders are to be submitted.	Regional Head Regional office, Mumbai South, 66/80 Mumbai Samachar Marg, Fort, Mumbai-400 023 Ph.022-22629504
8	Date & time of opening of tenders	31.05.2022 up to 15.30 Hrs.
9	Place of opening of received tenders.	Union Bank of India, Regional office, Mumbai South, 66/80 Mumbai Samachar Marg, Fort, Mumbai-400 023 Ph.022-22629504
10	Defect liability period.	12 months
11	Validity of offer.	06 Months from the date of opening of price bid.
12	Liquidated damages	0.5% per week subject to maximum of 5% of contract value.
14	Rates	Rates quoted & agreed by the tenderer shall remain firm throughout the contract period

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	(Including authorized extension). Rates quoted shall be inclusive of all taxes, duties, levies, royalties & other incidental / other Industrial charges etc. However GST Tax shall be paid by the bank extra as applicable to work contract tax as per actual.
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Tender documents can be downloaded from Union Bank of India Website :
www.unionbankofindia.com from **20.05.2022 to 31.05.2022**.

- i) In case the date of opening of tender is declared a holiday, the tenders will be opened on the next working day at the same place & time.
- ii) Please read tender documents for details on content of this NIT. Tenderers are requested to go through the additional conditions with due care as the same are stipulated particularly for this project.
- iii) Rates quoted by the tenderers in variance with the NIT provision are liable to be rejected.
- iv) Clarification, if any, regarding the content of these documents & this work can be obtained from the Architect before filling in the tenders. All bidders are supposed to visit the site, understand the conditions and seek clarifications from the Bank & the Architect.

UBI has right to accept/ reject any/ all tenders without assigning any reasons.
(For and on behalf of Union Bank of India)

Dy. Regional Head

FORM OF TENDER

To,
Regional Head,
Regional office, Mumbai South,
66/80 Mumbai Samachar Marg, Fort,
Mumbai-400 023 Ph.022-22629504

Dear Sir,

AIR CONDITIONING WORK AT VARIOUS BRANCHES OF UNION BANK OF INDIA IN MUMBAI (SOUTH) REGION.

1. I/We refer to the Notice Inviting Tender issued by you for the captioned work.
2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with Bill of Quantities, Drawings, Specification, Design, General and Special conditions of Contract, Instruction to tenderers, etc. as contained in the tender documents for the sum as arrived and filled, at the respective rates quoted by me/us in the Schedule of Quantities and/or at any other sum and rate subsequently negotiated and accepted/agreed by the Bank and me/us.
3. I/We have satisfied myself/our as to the site conditions, examined site and drawings, and all aspects of tender documents/conditions and are acceptable to us. I/We do hereby agree, should this tender be accepted in whole or in part, to,
(A) Abide by and full-fill the terms, conditions, and provisions of tender documents annexed here to.
(B) Complete the work within stipulated completion time at no extra cost to the Bank.
4. I/We are enclosing herewith the Earnest Money Amount (As Mentioned in NIT) in the form of Bank Draft/Pay order no. _____dt_____ drawn by _____ in favor of Union Bank of India payable at Mumbai.
5. I/We are submitting herewith duly filled up and signed tenders as per the following details.

"COVER – A"

Sealed cover marked as "Technical Bid: Cover – A" on the top of the cover and containing.

- (i) EMD
- (ii) Complete set of **"PART – A"** of tender documents **(Rates in "Schedule of Quantities" are to be left blank i.e. not to be filled)**
- (iii) My/our specific terms/clarifications/conditions/consideration (if any) on my/our letter head.

"COVER – B"

Sealed cover marked as "Price Bid: Cover-B" on the top of the cover and containing.

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Regional Office, Mumbai(S), Union Bank Building, 6th floor, 66/80, Mumbai Samachar Marg, Mumbai
400001



(i) Complete set of **"PART-B"** (Schedule of Quantities) of tender documents duly filled & signed.

Both the **Cover – A** and **Cover – B** are kept in a third cover and are duly sealed. All the three covers are marked as **"TENDER AIR CONDITIONING WORK AT VARIOUS BRANCHES IN MUMBAI (SOUTH) REGION."**

"And are addressed to "Regional office, Mumbai South, 66/80 Mumbai Samachar Marg, Fort, Mumbai-400 023 ." and are having seal & address of our firm/company at bottom left corner of the envelopes.

I/We confirm that I/We are duly authorized to participate in the tendering/bidding and understand that my/our tender is liable to be rejected if,

(i) At any times it comes to the notice of the Banks that I/We have concealed or/and have given any wrong information.

(ii) The tender is not duly filed and/or signed and/or is incomplete and/or covers are not properly sealed.

(iii) The price bid contains any condition/alteration/modification and/or any tempering with the tender documents is done at our end.

(iv) Tender received by the Bank after due date and time.

All the pages of the tender documents are affixed with the seal/stamp of my/our company and initialed/signed by the undersigned.

Signature of Tenderer/s
(Duly authorized for tendering)

Seal/stamp of the firm/company

PLACE:

DATE:

NAME:
DESIGNATION

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Regional Office, Mumbai(S), Union Bank Building, 6th floor, 66/80, Mumbai Samachar Marg, Mumbai
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ARTICLES OF AGREEMENT

(On Non -Judicial Stamp paper of appropriate value)

Articles of Agreement made this _____ day of _____ between Union Bank of India, a body, corporate constituted under the Union Bank Of India Act and having its office at **Regional office, Mumbai South, 66/80 Mumbai Samachar Marg, Fort, Mumbai-400 023.** Hereinafter called the Bank which expressions shall include its successors and assigns of the one part and _____ (name & address of contractor) hereinafter called the "Contractor" which expression shall include the successors and assigns of the other part.

WHEREAS the Bank is desirous of the work of **AIR CONDITIONING WORK AT VARIOUS BRANCHES IN MUMBAI (SOUTH) REGION** and has caused drawings, specifications and schedule of quantities etc. describing the works to be prepared by Regional Office. AND WHEREAS for the said interior of on local Regional office, Mumbai South, 66/80 Mumbai Samachar Marg, Fort, Mumbai-400 023, Terms & Conditions, Specifications and the Schedule of items quantities etc., have been signed by and on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

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

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

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Regional Office, Mumbai(S), Union Bank Building, 6th floor, 66/80, Mumbai Samachar Marg, Mumbai
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themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained therein.

4. The plans, agreements and documents mentioned herein shall form the basis of this contract. This contract is neither a fixed Lump Sum contract but is a contract to carry out the work in respect of the **AIR CONDITIONING WORK AT VARIOUS BRANCHES IN MUMBAI (SOUTH) REGION** as per the scope described and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and/or negotiated rates and Probable quantities or as provided in the said conditions.

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

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

(b) If the contractors have any doubt about the quality of the materials or any difficulty in supervision of the day to day work it shall be duty of the contractors to report the matter in writing forthwith to the Bank and for the time being suspend that portion of the work about which difficulty is experienced, and the contractors will abide by the directions given by the Bank.

(c) The contractors are aware that the Bank will not give day to day supervision but will periodically supervise and the contractor has to perform their obligations under the instructions given to him periodically and under sub clauses (a) and (b) above.

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

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

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

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

IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these Presents and two duplicates hereof the day and year first herein above written (If the Contractor is a Partnership Firm or an Individual).

IN WITNESS WHEREOF the Bank has set its hands to these presents through its duly authorized official and the contractor has caused its common seal to be affixed hereunto and the said duplicates have/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written (If contractor is a Company).

Signature Clause:

Signature clause:

SIGNED AND DELIVERED

By the hand of Shri _____(Name and Designation)

In presence of _____

1. _____

Address _____

2. _____

Address _____

(Witness)

SIGNED AND DELIVERED by _____(If the Contractor is a Partnership Firm or an individual , should be signed by all partners or by duly authorized person on behalf of all partners)

(1) _____

Address _____

(2) _____

Address _____

(Witness)

THE COMMON SEAL OF _____was here into affixed pursuant to the resolution By Board of Directors at the Meeting held on _____ (If the Contractor signs under its common seal, the Signature Clause should tally with the sealing clause in the Articles of Association)

SCHEDULE

(i) Letter of Acceptance/Work Order No. _____dt. _____

(ii) Your letter Nos _____dt. _____

(iii) Our Letter Nos. _____dt. _____

(iv) Architect's Letter nos. _____dt. _____

(v) Minutes of Meeting dt. _____

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- (vi) Form of Tender, Notice Inviting Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Additional Specifications, Technical Specifications, Bill/ Schedule of Quantities , Safety Code, List of approved makes, Guarantee Agreements, Mode of Measurements, Appendices, Drawings, Testing of Materials & there Frequency etc.

(vii) _____

(viii) _____

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work

Sealed tenders are invited by the Regional office, Mumbai South, 66/80 Mumbai Samachar Marg, Fort, Mumbai-400 023, for and on behalf of Union Bank of India for the work of AIR CONDITIONING WORK AT VARIOUS BRANCHES IN MUMBAI (SOUTH) REGION.

1.1 Site and its location:

The proposed work is to be carried out at Various Branches under UBI-Mumbai(South) Region. However, Exact work at which Branches will be inform by Bank's Work Order to Contractor .

2.0 Tender Documents

2.1 The work has to be carried out strictly according to the condition stipulated in the tender consisting the following documents and the most workmen like manner.

Instructions to tenderers
General Conditions of Contract
Special Condition of Contract
Additional Specifications
Drawings
Price Bid Etc.

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below :

- (a) Price bid
- (b) NIT, corrigenda and addenda
- (c) Additional Conditions
- (d) Technical Specifications
- (e) Drawings
- (f) Special Condition of Contract
- (g) General Condition of Contract
- (h) Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be obtained in person from the office of the Architects on any day during office hours except holidays during the period mentioned in the NIT on payment by means of cash/ Cheque/ DD/ drawn in favor of the architects

2.4 The tender documents are not transferable.

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3.0 Site Visit

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested to satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labor, the law and order situations, climatic conditions, local authorities requirement, traffic regulations etc; The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 Earnest Money

4.1 The tenderer are requested to submit the Earnest Money as described herein above

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD

4.4 EMD of unsuccessful tenderer will be refunded within 30 days of award of contract.

4.5 EMD of successful tenderer will be retained as a part of security deposit.

5.0 Initial Security Deposit

The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD by means of DD drawn in favor of Union Bank of India within a period of 07 days of acceptance of tender.

6.0 Security Deposit (TSD)

6.1 Total Security Deposit shall be 5% of contract value, out of this 2% of contract value is in the form of initial security deposit which includes the EMD. Balance 3% shall be deducted from the running bill of the work at the rate of 10% of the respective running account bill i.e. deduction from each running bill account will be 10% till total 3% of contract value is reached. 50% of the total security shall be paid to the contractors on the basis of architect's certifying the virtual completion. The Balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

6.2 No interest shall be paid on the amount retained by the Bank as Security Deposit.

7.0 Signing of contract documents

The successful tenderer shall be bound to implement the contract by signing agreement and conditions of contract attached herewith within 30 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 Completion period

As per Bank's Instructions.

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9.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period as mentioned in the NIT (validity of Offer) from the date of opening of price bid. If the tenderer withdraws his/ her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank, without prejudice to any other right or remedy, the Bank shall be at liberty to forfeit the EMD.

10.0 Liquidated Damages

The liquidated damages shall be as mentioned in the NIT.

11.0 Rate and prices:

11.1 In case of item rate tender

11.1.1 The tenderers shall quote their rates for individual items both in words and figures. In case of discrepancy between the rate quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and total amount calculated from multiplication of unit rate and the quantity, the unit rate quoted will govern and the amount will be corrected.

11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderer quote their rates for such items those will be ignored and will not be considered during execution.

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderers should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/ Bank.

11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him

11.1.5 Each page shall be totaled and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies etc.

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions

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

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

1.1.1 'UBI' shall mean Union Bank of India (client) having its Corporate Centre at Union Bank Bhavan, Madame Cama road, Mumbai-400 021 and includes the Client's representatives, successors and assigns.

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

1.1.3 As their representative to give instructions to the contractor.

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

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

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

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

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

1.1.8 'Week' means seven consecutive days.

1.1.9 'Day' means a calendar day beginning and ending at 00 hr and 24 hrs respectively.

CLAUSE

1.0 Total Security Deposit

Total Security Deposit shall be as defined in "INSTRUCTIONS TO THE TENDERERS".

a) Earnest Money Deposit

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

b) Initial Security Deposit (ISD)

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

c) Retention Money

Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. the ISD plus retention money shall both together not exceed 5% of the contract value. 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Architect/Consultant. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defect liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

2.0 Language

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

3.0 Errors, omissions and discrepancies

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

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
 - ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
 - iii) Between written description of items in the specifications and description in bills of quantities of the same former shall be adopted.
- a) In case of difference between rates written in figures and words, the rate in word shall prevail.

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

4.0 Scope of work

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

5.0

(I) Letter of acceptance:

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

(II) Contract Agreement:

On receipt of intimation of the acceptance of tender from the UBI/Architect the successful tenderer shall be bound to implement the contract and within fifteen days thereof. He shall sign an agreement on a non- judicial stamp paper of appropriate value.

6.0 Ownership of drawings:

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

7.0 Detailed drawings and instructions:

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

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

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8.0 Copies of agreement:

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

9.0 Liquidated damages:

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

10.0 Materials, Appliances and employees:

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

11.0 Permits, laws and Regulations:

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

12.0 Setting out work:

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

13.0 Protection of works and property:

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

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

14.0 Inspections of work:

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

15.0 Assignment and subletting:

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

16.0 Quality of materials, workmanship & Test

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

ii) Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the Architect/Consultant. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the sample/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Architect/Consultant the contractor shall proceed with the procurement

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and installation of the particular material/equipment. The approved samples shall be signed by the Architect/Consultant for the identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The Architect/Consultant shall take responsibility time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies, inadequacy, delay in furnishing samples of best qualities from various manufactures and such other aspects causing delay on the approval of the material/equipment etc. shall be to the account of the contractor.

iii) Costs of Test

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

iv) Cost of test not provided for

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

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

17.0 Obtaining information related to execution of work:

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

18.0 Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect/Consultant may consider necessary until the expiry of the defects liability period, Uniond hereto.

19.0 Quantities:

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

20.0 Works to be measured

The Architect/Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and

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calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the mode of Measurements detailed in the specifications. The representative of the Architect/Consultant shall take the joint measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the measurement book. Should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Architect/Consultant shall be final. All authorized extra work, omissions and all variations made shall be included in such measurement,

21.0 Variations

No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the contract. In case the UBI/Architect/Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions, the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alternations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

22.0 Valuation of variations:

- a) No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect/Consultant with the concurrence of the UBI s herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.
 - i) The net rates or prices in the contract shall be determine in the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
 - ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net price of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereunder.

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

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

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

23.0 Final measurements:

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

24.0 Virtual Completion Certificate (VCC)

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

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

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

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

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

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

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

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

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

25.0 Work by other agencies:

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

26.0 Insurance of works:

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

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

26.1 Damage to persons and property

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

proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of UBI to execute the works or any part thereof, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damages to persons or properties resulting from any act or neglect of the UBI, their agents, employees or other contractors not being employed by the contractor or for or in respect of any claim, proceedings damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents. Such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the UBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

26.2 Contractor to Indemnify UBI

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

26.3 Contractor's superintendence

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

26.4 Third party Insurance

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

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

26.4.2 Minimum Amount of Third Party Insurance

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

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The minimum insurance cover for physical property, injury and death is Rs. 5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

26.5 Accident or Injury to workman:

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

26.5.2 Insurance against accidents etc. to workmen:

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

26.5.3 Remedy on Contractor's failure to insure:

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

26.5.4 Without prejudice to the other rights of the UBI against the contractor, in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, costs, charges and other expenses paid by the UBI and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or good destroyed or damaged.

27.0 Commencement of Works:

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

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28.0 Time of completion:

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

29.0 Extension of time:

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

30.0 Rate of progress:

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

31.0 Work during nights and holidays:

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

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

32.0 No compensation for restrictions of work:

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

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any position thereof and taken back by the contractor, provided however that the Architect/Consultant shall have in such cases the opinion of taking over all or any such material at their purchase price or at local current rate whichever is less. "In case such stores having been issued from UBI stores and returned by the contractor to stores, credits shall be given to him at the less rate not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of the Architect/Consultant shall be final.

33.0 Suspension of work:

i) The contractor shall, on receipt of the order in writing of the Architect/Consultant (whose decision shall be final and binding on the contractor) suspended the progress of work or any part thereof for such time and in such manner as the Architect/Consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- a) On account any default on the part of the contractor, or
- b) For proper execution of the works or part thereof for reasons other than the default the contractor or
- c) The contractor shall during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect/Consultant.

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above: The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

34.0 Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security

deposit the Architect/Consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the UBI.

- a) To rescind the contact (of which rescission notice in writing to the contactor by the Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contactor shall be forfeited and be absolutely at the disposal of UBI.
- b) To employ labour paid by the UBI and to supply materials to carry out the work, or any part of the work, debiting the contactor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect/Consultant shall be final and conclusive against the contractor.) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract, the certificate of the Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architect/Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by the UBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

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

35.0 Owner's right to terminate the contract:

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an Insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect/Consultant that he is able to carry out and fulfill the contract and to give security therefore if so required by the Architect/Consultant.

Or if the contractor (whether an individual firm or incorporated company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor. Or shall assign or sublet this contract without the consent in writing of the UBI through the Architect/Consultant or shall charge

or encumber this contract or any payment due to which may become due to the contractor there under:

- a) has abandoned the contract; or
- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the UBI through the Architect/Consultant written notice to proceed, or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the UBI through the Architect/Consultant that the said materials were condemned and rejected by the Architect/Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance to the UBI's or the Architect/Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the UBI and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the power the UBI or the Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And further the UBI through the Architect/Consultant their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

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

36.0 Certificate of payment:

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



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

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

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

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

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

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

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

37.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

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The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Chief Manager (PND) in writing in the manner and within the time aforesaid.

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

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

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

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

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

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

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

It is also a term of this contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their Union of claims and counter Union of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the

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

38.0 Water Supply

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

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

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

39.0 Power Supply:

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

40.0 Treasure trove etc.:

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

41.0 Method of measurements:

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

42.0 Maintenance of registers:

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

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

43.0 PRICE VARIATION ADJUSTMENT (PVA) FOR ALL MATERIALS (INCLUDING CEMENT & STEEL) & LABOUR (Applicable only for completion period beyond 12 months)

In partial modification of the provisions made elsewhere in this contract regarding rate quoted being not subject to any variations, price adjustments to the value of work payable to the Contractor at tendered rates shall be made towards variations in the prices of materials and labour in the manner specified hereunder: -

If, after written order to commence the work and during the operative period of this contract including any authorized extensions of the original stipulated completion period: -

(a) There be any variation in the Consumer Price Index- General Index- for industrial workers (Base 1982=100) (source – data published from time to time Indian Labour Journal by the Labour Bureau, Government of India);

OR

(b) There be any variation in the All India Wholesale Price Index for all commodities (Base 1993-94=100) (as published from time to time in the RBI Bulletin based on the date issued by the Office of the Economic Advisor to the Government of India); 164 Price Variation Adjustment (PVA) towards (1) Labour Component and (2) Material Component shall be calculated in accordance with the formula A and B respectively, given below, subject to stipulations herein

under mentioned: -

FORMULA (A) FOR LABOUR:

$$VL = \frac{0.85P \times K1 \times (C1 - C0)}{100 \quad C0}$$

FORMULA (B) FOR MATERIALS:

$$VM = 0.85X (P-Y) \times K2 \times \frac{(I1 - I0)}{100 \quad I0}$$

Where-

VL = Amount of Price Variation Adjustment

Increase or decrease in rupees due to labour component

VM = Amount of Price Variation Adjustment

Increase or decrease in rupees on account of materials component NOTE: Bill period (noted hereunder) signifies the period of actual execution and not date of measurement or preparation of bill.

P = Cost of work done during the period under consideration (bill period) excluding advances on materials and/or adjustments thereof.

Y = Cost of any other materials supplied/ arranged by the Bank at fixed price

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during the period under consideration (bill period)

K1 = Percentage of labour component calculated as indicated in Note (1) below.

K2 = Percentage of materials component as indicated in Note (2) below.

CO = Consumer Price Index – General Index Number for industrial workers

(Base 1982 = 100) referred to at (a) above, ruling on the last due date of receipt of tenders, and as applicable to the centre, nearest to the place of work, for which the index is published)

C1 = Average of above mentioned Consumer Price Index number during the period under consideration (bill period)

IO = All India Wholesale Price Index number for all commodities referred to at

(b) above, ruling on the last date for receipt of tenders and as applicable to the centre, nearest to the place of work for which the index is published. I1 = Average of above mentioned monthly all India Wholesale Price Index numbers during the period under consideration (bill period)

NOTE (1): K1 shall be taken as under:-

Component of work K 1

a) INTERIOR & AIR CONDITIONING WORK including ancillary works and external work and RCC / tanks, septic tanks, etc. if any of sanitary and plumbing work 30

b) Sanitary and plumbing works including fittings and fixtures (internal work only)

c) Electrical installations work including fittings and fixtures (external and internal works)

NOTE (2): K2 shall be taken as under:-

Component of work K 2

a) INTERIOR & AIR CONDITIONING WORK including ancillary works as detailed under Note (1) (a) above 70

b) Sanitary and plumbing works including fittings and fixtures as detailed under Note (1) (b) above 80

c) Electrical installations work including fittings and fixtures as detailed under Note (1) (c) above 80

Stipulations:

(i) PVA Clause is operative either way i.e. if the variations in above referred price indices are on the plus side. PVA shall be payable to the contractor and if they are on the negative side PVA shall be recoverable from the contractor for the respective bill period of occurrence of fluctuations.

(ii) The rates quoted by the Contractor shall be treated as firm for the value of work required to be done in the first 12 months of the contract period from 166 the date of written order to commence work and no PVA is admissible on the same on any grounds whatsoever. The value of work required to be done during the first 12 months of the contract period shall be taken as 80% of the value of

work to be done on pro-rata basis in 12 months as compared to the total stipulated completion period. No PVA is admissible on the value of work required to be done in first 12 months as worked out above, even if this value of work is actually done in a period longer than 12 months. However, in case of any delay in the first 12 months due to genuine reasons which are not attributable to the contractor and which are beyond his control, such period of delay will be deducted from 12 months and the value of work to be done will be 80% of the pro-rata value of work to be done in such reduced period on pro-rata basis.

(iii) (a) For works where the original stipulated period of completion is not more than 12 months, no PVA whatsoever is permissible under this clause. However, if the period of completion is delayed beyond 12 months on account of genuine reasons which are not attributable to the contractor and which are beyond his control, PVA will be admissible on the value of work done only in excess of

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value of work required to be done on a prorata basis in the first 12 months minus the period of such genuine delay.

(b) For purpose of admissibility of PVA all the cumulative period of extensions granted for reasons which are solely attributable to the contractor is excluded from the total extended period of the contracts and PVA shall not be admissible on the value of work done during such period of extensions, which are granted for keeping the contract current, but only due to reasons for which the contractor was solely responsible. Periods of extensions granted on account of genuine reasons which are not attributable to the contractor and which are beyond his control will however, be included in the period for which PVA is admissible.

(c) Notwithstanding anything to the contrary mentioned in any other clause/clauses of the contract, extensions of the contract period shall be granted by the Architect only with prior approval of the Bank. Extensions granted by the Architect without Bank's prior approval shall not bind the Bank for payment of PVA for work done in the concerned period of extensions.

(iv) (a) Where the total cost of work done beyond the value of work required to be done in the first 12 months (vide note (ii) and (iii) above does not exceed Rs.50 lacs the total amount of PVA worked out on the basis of provisions of foregoing stipulations will be limited to an upper ceiling of 10% of such value of work done in excess of value of work required to be done in the first 12 months, minus the cost of any materials issued/arranged by the Bank at fixed prices i.e. $P - Y$ (these terms being as per definitions given formulae A and B above).

(b) Where the total value of work done beyond the value of work required to be done in the first 12 months exceeds Rs.50 lacs, the PVA on the first Rs.50 lacs will be calculated as provided for in the foregoing para and for the balance value of work done for which PVA is admissible subject to foregoing conditions, the PVA will have the upper ceiling of 10% but it will be worked out at a lower rate i.e. 80% of the amount worked out as per the formulae A and B referred to earlier.

(v) In working out the amount of PVA as per all the foregoing stipulations, value of such extra items or such portions of extra items the rates of which are derived from the prevailing market rates of materials and labour will not be included in the value of work done. Value of only such extra items or such portions of extra items, rates of which are derived entirely from tendered rates will be included in the value of work on which PVA is calculated.

(vi) For claiming the payment for PVA the contractor shall keep such books of accounts and other documents, vouchers receipts etc. as may be required by the Bank/Architect, for verification of the increased claims or reduction to be made as the case may be and he shall also allow Engineers and/or other duly authorized representatives of the Bank/Architects and furnish such information as may be required or called for to enable verification of the claim within a week of such request.

(vii) The contractor is required to submit to the Bank, through the Architect, his claims for PVA separately for each running Bill for the individual bill periods for the work paid to him by the Bank. He will also be required to submit detailed Calculations in support of the claims.

(viii) No claim will be entertained from the contractor for interest or any other grounds for non-payment or for any delay in payment of PVA due to late publication or non-availability of the necessary price indices or due to delay in preparation of the Running or Final Bills.

(ix) In view of adjustments for variations in process of materials and labor which have been covered in this clause no other adjustments for any reason whatsoever like statutory measures, taxes, levies, etc. will be allowed.

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44.0 Force Majeure:

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

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

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

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

44.4 Should one or both parties be prevented from fulfilling the contractual obligations by a Union of force major lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this agreement?

45.0 Local laws, Acts, Regulations:

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

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

25.0 Accidents:

The contractor shall immediately on occurrence of any accident at or about the site or in connection with in execution of the work report such accident to the Architect/Consultant.

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The contractor shall also such report immediately to the competent authority wherever such report is required to be lodged by the law and take appropriate actions thereof.

SPECIAL CONDITIONS OF CONTRACT

SCOPE OF WORK: As per NIT

Address of site: As per NIT

1.0 Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small-scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect/Consultant before proceeding with the work.

2.0 Notice of operation:

The contractor shall not carry out any important operation without the consent in writing from the Architect/Consultant.

3.0 Construction records:

The contractor shall keep and provide to the Architect/Consultant full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

4.0 Safety of adjacent structures and trees

The contractor shall provide and erect to the approval of the Architect/Consultant such supports as may be required to protect effectively all structures and protective guards to trees which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the Architect to protect the trees and structures.

5.0 Temporary works:

Before any temporary works are commenced the contractor shall submit at least 7 days in advance to the Architect/Consultant for approval complete of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the Architect/Consultant may require in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

6.0 Temporary roads

The contractor shall provide access road to the site from the nearest main road at no extra cost and as directed by the Architect/Consultant. The contractor shall also responsible for proper maintenance of this access road and would take all care to see that existing services, if any, are maintained in working order at his own cost. The laying and maintaining the temporary roads within the site area shall be the contractor's responsibility and the contractor shall take such measures that are necessary and as directed by the Architect/Consultant.

7.0 Water, power and other facilities:

a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to sink a tube

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well/open well and bring water by means of tankers at his own cost for the purpose. The UBI will not be liable to pay any charges in connection with the above.

b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.

c) The contractors for other trades directly appointed by the UBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connections for construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the UBI will reimburse the amount on production of receipts.

d) The UBI as well as the Architect/Consultant shall give all possible assistance to the contractors to obtain the requisite. Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

8.0 Office accommodation

a) The contractors shall provide and maintain all necessary offices, works, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connections with the work at the site at their own cost after getting the approval from the Architect/Consultant.

b) A site office for the use of UBI/the Architect/Consultant shall be provided by the contractors at his own expenses.

c) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the contractors.

All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expenses shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

9.0 Facilities for Contractor's employees:

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangement at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

10.0 Lighting of works:

The contractors shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

11.0 Fire fighting arrangements:

i) The contractor shall provide suitable arrangement for firefighting at his own cost. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with

water. These equipment's shall be provided at suitable prominent and easily accessible places and shall be properly maintained.

ii) Any deficiency in the fire safety or unsafe conditions shall be corrected the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following:

- a) Proper handling, storage and disposal of combustible materials and waste.
- b) Work operations which can create fire hazards
- c) Access for firefighting equipment's
- d) Type, number and location of containers for the removal of surplus materials And rubbish.
- e) Type, size, number and location of fire extinguishers or other fire fighting equipment's.
- f) General housekeeping.

12.0 Site order book:

The site order book shall be maintained at the site for the purpose of quick communication with the Architect/Consultant. Any communication relating to the works may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicates and shall carefully maintained and preserved by the contractor and shall be made available to the Architect/Consultant as an when demanded. Any instructions which the Architect/Consultant may like to issue to the contractor or the contractors may like to bring to the Architect/Consultant Two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for their record.

13.0 Temporary fencing/barricading

The contractor shall provide and maintain a suitable temporary fencing/barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the Architect/Consultant and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

14.0 Site meetings:

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Architect/Consultant.

15.0 Disposal of refuse:

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The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposited the same as directed by the Architect/Consultant at his own cost. It is the responsibility of the contractor to obtain approval from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other site activities borrow pits has been properly disposed of.

16.0 Contractor to verify site Measurements:

The contractor shall check and verify all site measurements wherever requested by other specialist contractors or other sub-contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

17.0 Displaying the name of the work:

The contractor shall put up a name board of suitable size as directed by the Architect/Consultant indicating the name of the project and other details as given by the Architect/Consultant at his own cost and remove the same on completion of work.

18.0 Bar bending schedule:

The contractor shall prepare a detailed bar bending schedule for all reinforced concrete works and get them approved by the Architect/Consultant well in advance.

19.0 As build drawings:

i) For the drawings issued to the contractor by the Architect/Consultant. The Architect/Consultant will issue two sets of drawings to the contractor for the items for which some changes have been made from the approved drawings as instructed by the UBI/the Architect/Consultant. The contractor will make the changes made on these copies and return these copies to the Architect/Consultant for their approval. In case any revision is required or the corrections are not properly marked, the Architect/Consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and/or attend to discrepancies either on the copies as directed by the Architect/Consultant and resubmit to him for approval. The Architect/Consultant will return one copy duly approved by him.

ii) For the drawings prepared by the contractor,

The contractor will modify the drawings prepared by him wherever the changes are made by the UBI/the Architect/Consultant and submit two copies of such modified drawings to the Architect/Consultant for approval. The Architect/Consultant will return one copy of the approved drawing to the contractor.

20.0 Approved make:

The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized agency for the waterproofing, anti-termite, aluminum doors and windows and any other items as specified in the tender. The Architect/Consultant may approve any make/agency within the approved list as given in the tender after inspection of the sample/mock up.

21.0 Procurement of materials:

The contractor shall make his own arrangement to procure all the required materials for the work. All wastages and losses in weight shall be to the contractor's account.

22.0 Excise duty, Taxes, Levies etc.

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sale taxes, tax on works contract excise duty, service tax, octroi, etc payable in respect of material, equipments plant and other things required for the contract. All the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the UBI

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shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, levies, etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statue or law during the currency of the contract/work the same shall be borne by the contractor.

23.0 Acceptance of tender:

The UBI shall have the right to reject any or all tenders without assigning any reason. They are not bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the UBI. However adequate transparency would be maintained by the UBI.

SAFETY CODES
General Safety Codes:

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured shall be taken to a Public Hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workman for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8meters in length. The width between the side rails shall not be less than 30 cm. clear. And the distance between two adjacent rungs shall not be more than 30 cm When a ladder is used an extra majdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5meters of the edge of the trench or half of the depth of trenches whichever is more. All trenches and excavation shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing & handling material such as asphalt, cement mortar or concrete & lime mortar shall be provided with protective footwear & rubber hand-gloves.
9. Those engaged in welding work shall be provided with welder's protective eye-shields and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste and readymade paint.
(ii) Suitable facemasks should be supplied for use by the workers when the paint applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the contractor to the painters and the adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of works.
12. Hoisting machine and tackle used in the works, including their attachments, anchors and supports shall be in perfect condition.

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

ADDITIONAL CONDITIONS OF CONTRACT

Notwithstanding anything contained herein above the following ADDITIONAL CONDITIONS shall be applicable for this contract / work.

1.0 PRICE VARIATION ADJUSTMENT (PVA):

The rates quoted by the bidder shall remain firm throughout the contract / construction period. PVA & PVA Clause mentioned elsewhere in these documents shall not be applicable.

2.0 WORKING SCHEDULE / BAR CHART:

Detailed working date schedule and bar chart for the work shall be prepared by the contractor and got approved from the Bank / Architect. A detailed flow chart of activities highlighting curing, setting time / period, pot life period / predecessor, successor & critical activities etc. shall also be prepared by the contractor for effective management of work and also to make a realistic bar chart / working date schedule.

3.0 RATES:

It may be noted that it is an item rate contract. Rates accepted by the bank shall be for all levels/height and lead unless otherwise specified in the schedule of quantities and shall be inclusive of all man, labour, supervision, materials, tools, equipment, scaffoldings, water, electricity, taxes (except Service Tax), insurances, arrangements, temporary works, over heads, collection & carting away & final disposal of rubbish & debris, regular cleaning of site etc. required to complete the works in all respect to the satisfaction of the architects / Bank and nothing additional or extra shall be paid on these accounts and / or on account of variation in rates / taxes and / or imposition of new tax / levy during currency of contract / work, except for the items, taxes, works etc. for which there is a specific mention for additional payment in these tender documents. The rates shall remain firm throughout the contract period.

4.0 BASIC RATE:

Wherever for any item of work basic rate of materials are specified, the materials of that basic rates as selected by the Bank/Architect at any commercial establishment/ seller of Mumbai or nearby center, if such materials are not available at Mumbai, shall be procured and used by the contractor. Basic rate of any material (Without processing) is the rate offered by seller against Bill and credit period not exceeding 15 days, including any applicable taxes ex godown. Payments for procurement of materials shall be made by the contractor themselves.

If the basic rate of any material actually used for the work is more or less than the basic rate given in schedule of quantities, in that case adjustments in the rate admissible to the contractor shall be modified by adding or subtracting, as the case is, from the accepted tender rates an amount equivalent to difference in the basic rates plus 15 % of difference of the basic rate.

5.0 BRANDED / FINISHING ITEMS:

Branded items such as tiles, construction chemicals, hardware, sanitary wares and other finishing items shall be used as per the samples selected and approved by the architects / Bank from the brands/makes mentioned in the tender document.

If the contractor intend to use an equivalent substitute than, they have to produce necessary documentary evidences establishing the equivalency to the satisfaction of the architect/Bank and shall use the same only after approval of the architect.

6.0 INSURANCE

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The contractor shall keep the Bank indemnify from all the claims arising out of damage to workman/person & property of Bank and/or third party and the UBI shall have right to recover the cost of such damages /claim from any amount due to the contractor. If the claim amount exceeds the amount due to be paid to the contractor, the contractor shall immediately pay such excess amount to the Bank.

Decision of the Bank regarding determination of the amount of claim /damage shall be final & binding to the contractor. Being a short period work, the Bank may not be able to check or verify the various insurance policies required to be taken by the contractor and trust that the

contractor has obtained all such policies.

7.0 SITE CONDITION & WORKING HOURS.

As per Bank's Instruction

8.0 GENERAL:

(i) Source of materials / samples / brands / makes etc. shall be got approved from the Architects /Bank before using. In case of deviations, decision of the Bank shall be final and binding and shall not be open for arbitration.

(ii) The Architects have their specific role/duties/rights as defined in these tender documents. However in the event of any dispute arising out of differences between the opinions of the Architects and also their role/duties/rights, the Banks' decision shall be final & binding on the Architects and the Contractor and shall not be open to arbitration.

(vi) Any item mentioned in the BOQ with "TO THE SHAPE" will have measurement of onsite executed to the shape area only.

(vii) The contractor's qualified & authorized representative shall remain on site during the entire execution process for coordination with various agencies/ Architect/Bank & execution of work

(viii) Hidden measurement. It is contractor's responsibility to get the measurement checked immediately on completion of such items. This shall be done before finishing the same & before ceiling boarding done. The Architect shall be provided with such details well in advance so that the other work is not held up due to last moment action.

(ix) MTC (Manufacturer Test certificate) Where ever applicable shall be arranged & submitted by the contractor.

(x) Water & Electricity, if available, shall be provided by the Bank at one point without any charges. However, if the water & electricity could not be provided by the Bank, the same shall be arranged by the contractor at their own cost within the quoted/accepted rate. Nothing extra shall be paid by the Bank on account of not providing the water & Electricity.

(XI) Wherever the specifications are not specified in details the work shall be carried out as per CPWD specifications or Manufacturer's instructions or architects instructions depending upon the site conditions as directed by the Bank/ Architects

(XII) The contractor shall produce the bills / challans / documentary evidences and proof in respect of genuineness of materials used by him when so ever asked/demanded by the Architects/Bank

LIST OF APPROVED MAKES

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Sr. No.	Particular	Approve Make
1.0	Cassette/window Units	MAKE: Carrier, Voltas, Bluestar, Diakin, Mitshubishi, Toshiba. . (SPLIT – 3 STAR*** RATED)
2.0	Conventional Hi wall units / Ductable / Condensing units	MAKE: Carrier, Voltas, Bluestar, Diakin, Mitshubishi, Toshiba. (SPLIT – 3 STAR*** RATED)
3.0	Copper Pipe	Mandev / Rajco / Totaline
4.0	Hard CPVC Pipes	Supreme / Prince /Astral/Finolex
5.0	G.I. Sheet	Jindal / Llyod Steel / Tata
6.0	Insulation Material:	
a)	Nitrile Rubber roll and tube (Class-O)	Armacell / K-Flex / A- Flex / Superlon /Aeroflex
	Electrical:	
	Switch Gear	MK / Siemens / Schneider/Havells
8.0	Cable	
	1) Armored Cable	Finolex / KEI / RR Kabel/Havells
	2)Flexible Cable	Finolex / KEI / RR Kabel/Havells
9.0	PVC rigid conduits & Accessories	1.5mm thick MMS ISI and FIA approved
10.0	TFA	Zeco /Vts /Citizen / edgetech /Blowtech/ equivalent approved
11.0	Blower / Fans	KRUGER / SYSTEM AIR / Nicotra /flaktwood /Daikin / Mitsubishi / Toshiba / Hitachi
12.0	LOW VOC Adhasive	Pidilite

Air Conditioning Work for Union Bank Of India - Mumbai (South) Region					
Approved Make : Carrier, Voltas, Bluestar, Diakin, Mitshubishi, Toshiba. (3 Star OR above)					
Rates are valid upto 6 months from the date of quotations.					
All A.C. should be of same brand irrespective of individual capacity. Mention the model no. and brand of A.C.and of R22 & R410.Only one make shall be supply to individual site as directed.					
All machine should have COPPER condensing coil, remote control, 3 fan speed Indoor motor.					
Star rating should confirm to guideline by BEE effective from January 2018.					
Contractor shall mark location of IDU/ODU unit and coordinate with other agencies for electric supply.					
Rates shall be inclusive of all taxes/transportation/Octroi except GST tax.					
No.	Description	Qty	Unit	Rate (Rs.)	Amount (Rs.)
Part - I High Side Work					
1	Supply of 2.0TR Cassette Unit with Fixed Speed technology having R 22 refrigerant including indoor unit, outdoor unit, decorative grill and cordless remote.	1	No		

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2	Supply of 3.0TR Cassette Unit with Fixed Speed technology having R 22 refrigerant including indoor unit, outdoor unit, decorative grill and cordless remote.	1	No		
3	Supply of 4.0TR Cassette Unit with Fixed Speed technology having R 22 refrigerant including indoor unit, outdoor unit, decorative grill and cordless remote.	1	No		
4	Supply of 1.0TR Hi wall Split Unit (Including 3 mtr.Copper pipe and interconnecting cable)	1	No		
5	Supply of 1.5TR Hi wall Split Unit (Including 3 mtr.Copper pipe and interconnecting cable)	1	No		
6	Supply of 2.0TR Hi wall Split Unit (Including 3 mtr.Copper pipe and interconnecting cable)	1	No		
7	Supply of 1.5TR Window AC	1	No		
8	Supply of 2.0R Window AC (Including 3 mtr.Copper pipe and interconnecting cable)				
9	Total for Part - I (Sum of 1 to 8)				
	Part - II Low Side Work				
10	Installation of New - IDU & ODU of 2.0 TR ceiling mounted cassette unit with first oil & gas charge & commissioning etc. complete.	1	no.		
11	Installation of New - IDU & ODU of 3.0 TR ceiling mounted cassette unit with first oil & gas charge & commissioning etc. complete.	1	no.		
12	Installation of New - IDU & ODU of 4.0 TR ceiling mounted cassette unit with first oil & gas charge & commissioning etc. complete.	1	no.		
13	Installation of IDU & ODU of 1.0 TR Hi-wall Split Unit with first Oil & gas charge & commissioning etc. (include 3 mtr per machine free insulated copper tube electrical cable for indoor to outdoor unit & mounting stand ODU).	1	No		
14	Installation of IDU & ODU of 1.5 TR Hi-wall Split Unit with first Oil & gas charge & commissioning etc. (include 3 mtr free per machine insulated copper tube electrical cable).	1	No		
15	Installation of IDU & ODU of 2.0TR Hi-wall Split Unit with first Oil & gas charge & commissioning etc. (include 3 mtr free per machine insulated copper tube electrical cable for indoor to outdoor unit & mounting stand ODU)	1	No		
16	Referigerant piping -insulated copper tube between indoor to outdoor unit of indoor to outdoor unit of 2.0/3.0/4.0 TR cassette unit.	1	Rmt		
17	Extra Referigerant piping - insulated copper tube between indoor to outdoor unit beyond 3 Rmt dist of 1/1.5/2.0 tr Hi Wall Split Unit.	1	Rmt		
18	Electrical Cabling between indoor to outdoor unit Of 2.0TR/3.0/4.0 TR Cassette Type Air Conditioner (2.5 sqmm , 4 core).	1	Rmt		
19	Electrical Cabling between indoor to outdoor unit beyond 3 Rmt dst of 1/1.5/2.0 TR hi wall Split unit. (2.5 sq.mm, 3 Core).	1	Rmt		

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20	25/32 mm Dia UPVC Drain pipe with insulation of Dutron/Supreme/Astral make - Schedule 40 pipe, white in colour, joint properly glued with UPVC adhesive for water outlet from Indoor unit.	1	Rmt		
21	MS White/ black painted Fabricated structure ceiling hanging type/Floor Mounting Type as directed for mounting outdoor units as well as safety cage with locking arrangements for out door units made out of MS angles , Channel & 12mm square bar with lock & Key complete arrangements as per unit. Rate to include all scaffoldings, equipments, tools, hardware , 2 coat of Oil Paints (1 coat of red oxide paint) of approved shade to be required for completion of job.	1	Set		
22	Misc Civil work like wall opening, chiseling, R.C.C Core Cutting (if Reqd.) and same plaster & paint finish for each set of AC unit. Please note that this work shall be done after confirmation of Bank only.	1	Job		
23	Supply an installation of 24 Hr, 7 days A/C timer with 2 nos. power contactor of M.D.S, L & T, SEIMENS, C & S (indoasian) Make. All enclosed in sheet steel powder <u>coated enclosure of 400 X 400 mm</u> complete with all necessary termination for system room A.C & E lobby AC. <u>Here Readymade Cyclic Timer Will not be permitted.</u>	1	nos		
24	Total for Part II (Sum of 10 to 22)				
25	Grand Total Amount for Part I & Part II (Sum of Sr. No. - 9 + 24)				
	ITEM NO. 25 IN WORDS :				
a)	GST Tax shall be charged extra.				
b)	Qty. of Items will be considered as per actual qty. at site measurements.				
c)	L1 will be considered on final amount of Item No. 25 only.				

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