



**FGMO-LUCKNOW**  
**2<sup>nd</sup> Floor, Union Bank Bhavan,**  
**Adjacent to Mantri Avas.**  
**Vibhuti Khand, Gomti Nagar, Lucknow - 226010**  
**Tel+91 522 2305950, Fax: +91 522 2723984**

**CALL FOR TENDER FOR BORING, INSTALLATION, TESTING & COMMISSIONING OF  
UNDER GROUND WATER BOREWELL / TUBEWELL AT UNION BANK BHAWAN,  
LUCKNOW**

**Union Bank of India invites sealed tender from eligible Vendors for above mentioned works at Union Bank Bhawan, Next to Mantri Avas, Vibhuti kahnd, Gomtinagar, Lucknow.**

Quotation forms can be collected from the above address **from 11:00 AM to 2:00 PM during working days from 27.07.2022 to 10.08.2022** The tender form shall also be available during aforesaid period at the Bank's website [www.unionbankofindia.com](http://www.unionbankofindia.com) and [www.eprocure.gov.in](http://www.eprocure.gov.in). The last date for submission of tender is **10.08.2022 till 02.00 pm**. The tender received will be opened on **10.08.2022 at 3.30 pm** at the above address in presence of applicants / their authorized representatives.

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

<b>ISSUE OF TENDER FORMS</b>	<b>FROM 27.07.2022 (10:00 AM) TO 10.08.2022(UP TO 11:00 AM)</b>
<b>LAST DATE OF SUBMISSION</b>	<b>10.08.2022 UPTO 2.00 PM</b>
<b>TECHNICAL BID OPENING DATE</b>	<b>10.08.2022 AT 3.30 PM</b>
<b>EMD</b>	<b>RS. 45,000.00 BY WAY OF DD FAVORING UNION BANK OF INDIA PAYABLE AT LUCKNOW</b>
<b>TENDER FEES</b>	<b>Rs. 1000.00 BY WAY OF DD FAVORING UNION BANK OF INDIA PAYABLE AT LUCKNOW</b>

**NOTE:- BIDS WILL BE OPENED IN PRESENCE OF BIDDING AGENCIES. IT IS MANDATORY FOR BIDDERS OR THEIR AUTHORISED REPRESENTATIVES TO BE PRESENT AT THE SPECIFIED DATES**

**THE SUCCESSFUL BIDDER HAVE TO SUBMIT PERFORMANCE GUARANTEE OF 3 % OF THE TOTAL CONTRACT VALUE IN FORM OF DEMAND DRAFT / BANK GUARANTEE VALID TILL THE CONTRACT DURATION**

**PLACE OF SUBMISSION & OPENING OF BIDS :**

**FGMO-LUCKNOW**  
**2<sup>nd</sup> Floor, Union Bank Bhavan,**  
**Adjacent to Mantri Avas.**  
**Vibhuti Khand, Gomti Nagar, Lucknow - 226010**  
**Tel+91 522 2305950, Fax: +91 522 2723984**

- 1) The work consists of Boring, Installation, Testing & Commissioning of Underground water tubewell / Borewell at Union Bank Bhawan, Gomti Nagar, Lucknow.
- 2) Intending bidders are hereby advised to inspect the site thoroughly, ascertain all the works needed to carry out the mentioned work and bid in accordance. Claim of anything extra in this regard at any stage of work shall not be entertained.
- 3) Lump sum Rate are invited in the prescribed format from reputed agencies having experience for execution of mentioned works. The authorized vendor shall submit credentials to ascertain the eligibility; these credentials would be duly verified by the bank as per need.
- 4) The Rates under the contract include for full, final & entire completion of all works in all respects described in contract & as shown in details at any stage forming part of the contract. Quotations will be opened in the presence of contracting agencies or their authorized representatives.
- 5) The tender shall consist of two stages; during stage one the sealed technical documents would be analyzed by the committee and the eligible bidders would be shortlisted. In stage two the price bid of shortlisted bidders would be opened. The short listed bidder shall be duly informed prior to opening of price bid. The bidders are requested to submit the price bid in separate sealed envelope. The unsealed price bid would be rejected.
- 6) Tender shall be submitted in a sealed envelope. The envelope shall be marked as "Tender for tubewell boring works, at Union Bank Bhawan, Lucknow", and shall contain completely filled form with all required enclosures. The price bid shall be packed in a separate sealed envelope and kept with technical documents and all the documents shall be packed into mentioned envelope. Unsealed price bids shall be rejected
- 7) **Tenders will** be opened as per schedule in presence of authorized representative of the participating agencies.
- 8) The bidders must use only the forms issued for the purpose to fill in the rates. Intimation of quote by letter, telegram / telex /email will not be acceptable. The tender must be submitted at mentioned address.
- 9) Bidders are advised not to make any alteration/modification in the tender form, Item of work or in any respect whatsoever. Violation of this requirement will make tender Liable for rejection.
- 10) In case of postal delivery, the bidder has to ensure that tender is reached before the due date and time. Bank will not be responsible for damage in the transit and delay of receipt of quotation, if any or sent by a special messenger. Tender received late shall be rejected.
- 11) Every page of the tender should be signed by the authorized person as token of his/their having acquainted himself/themselves with the General and Special Conditions of Contract, Specifications etc., as laid down. Any bid with any of the documents not so signed will be subjected to rejection.

- 12) No consideration will be given to a tender received after the time stipulated above and no extension will be allowed for submission.
- 13) Bank shall not be bound to accept the lowest quote and reserves the right to accept or reject any or entire tenders without assigning any reason whatsoever.
- 14) This notice inviting tender, the conditions and the duly completed form etc. will form part of the Agreement to be executed by the successful bidder with the bank.
- 15) The bidders will have to deposit EMD of Rs. 45,000.00 by way of Demand Draft in favor of "Union Bank of India" and payable at Lucknow. The vendors seeking relaxation in EMD should submit copy of Government orders regarding exemption and copy of valid certificates confirming the eligibility of intending bidder for exemption. The intending bidders seeking relaxation in EMD if fail to submit the required documents / Performance guarantee as called upon by Bank after award of work within stipulated time shall be blacklisted as per Banks guidelines in vogue.
- 16) 3% of the final bill amount would be retained by Bank as security deposit and would be released after successful completion of defect liability period of one year.
- 17) It is mandatory that intending bidders shall have functional office in Lucknow. It is mandatory to submit proof of establishment in Lucknow. Bank may visit the office of intending bidders for verification. Tender without submission of proof of establishment in Lucknow shall render in rejection of the tender.
- 18) It is mandatory for bidders to take all requisite permission / obtain licenses required to undertake and complete the work from relevant statutory authorities. The contractor shall indemnify Bank with any future statutory action in this regard.

**To be filled in legible hand writing in blue / black ink, no field shall be left blank and merely writing refer attachment instead of filling tabulated details shall make tender liable for rejection**

**BIO - DATA OF CONTRACTING AGENCY**

1. Name of the firm :  
Address :  
Telephone No. :  
Office :  
Residence :  
Mobile :  
Fax :  
E-Mail :

2.a) Whether proprietary/partnership/ :  
Pvt. Ltd. / Public Ltd. (certificate  
of registration / partnership deed  
to be enclosed as Annexure-I).

b) Name of the Proprietor, :  
Partners, Directors :  
I)  
II)

c) Year of establishment :

3. Registration with Tax Authorities :  
i) Income-tax (PAN) No. :  
ii) GST no. :  
iii) EPF Regn. No. :  
iv) ESI Regn. No. :  
v) TIN / VAT No. :

(Copies of certificates of registration with relevant authorities to be enclosed as Annexure-II-A, II-B, II-C, II-D & II-E)

4. Names of the Bankers with address & telephone numbers:  
I)  
II)

5. Furnish copies of audited balance- : Enclosed / not enclosed  
Sheet and Profit & Loss A/C. for

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the last 3 years as Annexure-IV-A, IV-B & IV-C.

6. Registration with Govt. / Public Sector / Banks (certificates of Registration to be enclosed as Annexure-V.

Name of the Organization	Year since empaneled

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

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

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

9. Specify maximum value of single :  
value project of similar nature executed during the  
last three years.

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

11. Details of work executed during the last 3 years:

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

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**Note:** Copies of work orders along with Xerox copies of relevant TDS certificate, satisfactory completion certificate obtained from the client shall be enclosed as Annexure VI. Please note without the copies of certificates, your application is liable to be rejected.

13. Details of work on hand (photo copies of performance certificate, work orders issued by valued clients, preferably Banks, Govt., and Semi-Govt. Bodies should be enclosed as Annexure VII).

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

14. Details of Pre-Qualifying work (Filling of columns is mandatory and to be supported by copies of work order and completion letters as per the criteria. Non-filling of columns or not enclosing credentials, the application form submitted will be rejected without assigning any reason)

Name of the work	Name of the client	Work order reference / date	Completion letter reference/ date	Value of work completed

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

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

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16. Turnover in last 5 years:

Sr. No.	Year	Turnover (Rs.in lacs)	Income-tax paid	VAT paid	Service Tax paid
1					
2					
3					
4					
5					

Copies of income-tax returns / assessment orders for each year to be enclosed as Annexure VIII-A,B,C,D & E

17. List of equipments / machinery owned:

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

**18. PRE-QUALIFICATION CRITERIA: Tubewell works / Boring works of PSU /PSB/Government agencies/ Organization of repute OR Experience of Boring work in Annual Maintenance Contract of PSU /PSB/Government agencies/ Organization of repute**

It is mandatory that all the agencies shall have registration for PAN /VAT / TIN / GST.

Sr. No.	Criteria	Weightages	Self rating marks
1	Should have executed at least one similar work.	70	
2	Average turnover for the last three years shall be Rs.10 lacs and above.	10	
3	Experience with Public Sector Bank	10	
4	Should have made profit at least in two years during last three years.	10	

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**NOTE:** Criteria mentioned above are just minimum requirement. The Bank at its discretion may upgrade the criteria. No complaint on this account will be entertained. Contractors scoring 80 marks & above will only be considered for pre-qualification. Contractors themselves have to fill in self-rating marks column in the above table.

**19. LIST OF ENCLOSURES:**

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

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



## DETAILS OF PREQUALIFYING WORKS - I

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

1.	NAME OF FIRM & ADDRESS FOR WHOM THE WORK IS EXECUTED	
2.	DETAILS OF WORK DONE BY THE FIRM	
3.	PHOTOGRAPHS OF WORK COMPLETED (PLEASE ENCLOSE COPY)	
4.	VALUE OF CONTRACT EXECUTED	
5.	BRIEF DISCRIPTION OF THE WORK	
6.	PERIOD DURING WHICH THE CONTRACT IS EXECUTED	
7.	WORK ORDER REFERENCE (PLEASE ENCLOSE COPY OF THE WORK ORDER)	
8.	COMPLETION CERTIFICATE REFERENCE (PLEASE ENCLOSE COPY OF THE COMPLETION OF WORK)	
9.	DELAY IN EXECUTION OF WORK	
10.	WHETHER TIME SCHEDULE IS ADHERED TO	

**SIGNATURE & STAMP OF BIDDER**

### DECLARATION

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

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

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

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

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

Place :  
Date :

SIGNATURE  
NAME & DESIGNATION  
SEAL OF ORGANIZATION

**SIGNATURE & STAMP OF BIDDER**

## **INSTRUCTION WITH REGARD TO SUBMISSION OF TENDER**

- 1) Rates should be quoted both in figures and words in the columns specified. All erasures and alterations made while initials of the Bidder must attest filling. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the bid invalid and it will be the option of the Bank to accept or reject the bid. No request of any change in rate or conditions of the tender will be entertained.
- 2) In the case of figures, the word Rs. should be written before the figures of rupees and the word P' written after the decimal figures e.g. Rs. 3.25 P. In the case of words, the word Rupee should similarly precede and the words "Paise only" should be written at the end, closely following each the percentage rate. The word "only" should not be written in the next line unless the rate quoted is in whole Rupees closely followed by the word "only": The amount should invariably be upto two decimal places.
- 3) The different Schedules should be filled as follows:
  - (a) The "Rate" Column wherever applicable to be legibly filled in ink in both figures and words.
  - (b) The "Amount" Column also to be legibly filled in ink in both figures and words.
  - (c) All corrections to be initialled.
  - (d) No over writing is allowed.
  - (e) The figure of percentage of rate shall be legibly filled in ink in both figure and words.
- 4) Errors in the bill of quantities shall be dealt with in the following manner.
  - a. In the event of any discrepancy between the rates quoted in words and the rates in figures the former shall prevail.
  - b. In the event of an error occurring in the amount column of the bills of quantities as a result of the wrong extension of the unit rate and the quantity, the unit rate shall be regarded, as firm and extension shall be amended on the basis of the rates.
  - c. All the errors in totalling in the amount column and in carrying forward the totals shall be corrected.
- 5) The tender shall be signed and dated at all places provided therein. Also all pages and corrections / alterations shall be initialled. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender shall be liable to be rejected.
- 6) The bidder shall submit his tender after carefully examining the whole of the tender document and the terms and conditions of contract, the specifications, the

schedule of quantities etc., and also after examining the site and conditions prevailing in and around site.

- 7) The Bank does not bind itself to accept the lowest or any tender and reserve to them the right of accepting the whole or any part of the tender and bidder is bound to perform the same at the rates quoted. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or the entire tender without assigning any reasons whatsoever. The work may also be divided among the contracting agencies depending on the exigencies of the bank.
- 8) Quotations shall remain valid for a period of 180 days from the date of opening of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during the initial validity period of 180 days.
- 9) The successful bidder shall be bound to implement the Contract and mobilize and sign specified agreements within 07 days from the date of acceptance of work order.
- 10) Bidders must include in their rates, sales tax (State & Central Govt.), education cess, excise duty, octroi, sales tax on works contract, VAT and any other tax & duty or other levy by the central and state government applicable on the date of submitting bid. Deductions in respect of sales tax or turnover levied as per government notification and/or guidelines shall be made from the Contractor's interim and final bills, and deposited with the relevant authority by the Bank, on his behalf. Any shortfall in deposit thereof shall be made up by the contractor, before submitting his final bill. Due to change in taxes structure by orders from Central Govt. / State Govt. after opening of quotations shall be reimbursed to the contractor as per actual and upon verifying the proof of having made the payment. The applicable GST shall be paid extra.
- 11) This contract shall be an Item Rate contract. The Contractor shall be paid for actual quantity of work done, as measured at site including any deviation plus or minus. The rate of any non-schedule items of work shall be decided as mentioned in the conditions of contract.
- 12) No correspondence will be entertained in respect of this tender other than any clarifications strictly pertaining to this quotation.
- 13) The tender price quoted by a bidder shall be kept strictly confidential and shall not be divulged to any other party even approximately before the time limit for delivery of quotation. The only exception be for obtaining an insurance quotation, you may give your insurance company or agent any essential information they ask for, so long as it is done in strict confidence. No information about other's tender price should be obtained and no arrangement with anyone else should be made whether or not he submits the tender.
- 14) Contractor should sign at the end of every page prior to submitting the tender.
- 15) Conditional tenders will be summarily rejected.

## **INDEMNITY BOND**

On the acceptance of this tender, the contractor will be required to execute an Indemnity Bond with-in 7 days of issue of work order in favor of the bank against third party claims, civil or criminal complaints, site mishaps and other accidents or disputes, against any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of the contractor, his subcontractors or his employees and agents etc., as per the appropriate Indemnity Bond attached.

It will also be covered by labour laws of the Govt. of India.

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

**INDEMNITY BOND**

(On Non-Judicial Stamp Paper of Rs. 10/-)

KNOW all men by these presents that I/We \_\_\_\_\_ do hereby execute Indemnity Bond in favour of the Union Bank of India on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

WHEREAS Union Bank of India, (address of the office) \_\_\_\_\_, have appointed \_\_\_\_\_ as the Contractors for \_\_\_\_\_.

**THIS DEED WITNESS AS FOLLOWS:**

I/We \_\_\_\_\_ hereby do Indemnify and save harmless Union Bank of India, \_\_\_\_\_ against

1. Any third party claims, civil or criminal complaints/liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us.

2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or my sub contractor's if any, servants or agents.

3. Any claim by an employee of mine/ours or of sub contractors if any, under the Workmen's Compensation Act and Owners Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workman/employee.

Any act or omission of mine/ours of sub-contractor's if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE \_\_\_\_\_ has set his/their hand on this day of \_\_\_\_\_ 2022.

SIGNED AND DELIVERED BY THE	NAME AND ADDRESS
AFORESAID _____	(Contractor)

**IN THE PRESENCE OF WITNESSES:**

- 1.
- 2.

**SIGNATURE & STAMP OF BIDDER**

## ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

### BETWEEN

**UNION BANK OF INDIA**, a body corporate constituted under the Banking Companies (Transfer of Undertakings) Act, 1970 and having its Office at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai 400 021, hereinafter called "the Bank" (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns) of the **ONE PART**

### AND

**MESSRS** \_\_\_\_\_, having its registered office \_\_\_\_\_, hereinafter called the "Contractor" (which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **OTHER PART**.

### WHEREAS

- i. The Bank is desirous of "\_\_\_\_\_ **Work**" at \_\_\_\_\_
- ii. The Bank has already appointed and retained M/s \_\_\_\_\_, having its Office at \_\_\_\_\_
- iii. The Bank has caused the bills of quantities showing and describing the works to be done to be prepared by or under the direction of the Bank;
- iv. The Bank had invited tenders for "\_\_\_\_\_ " work in accordance with the general conditions of contract, special conditions of contract, technical specifications, and bills of quantities and furnished to the Contractor.
- v. Having examined the general conditions of contract, special conditions of contract, technical specifications, bills of quantities, the Contractor offered to execute, complete and maintain the whole of the Works relating to the Project in conformity with the said general conditions of contract, special conditions of contract, technical specifications, bills of quantities and in accordance with instructions issued by the Bank and the Contractor submitted its tender for the contract sum of **Rs.** \_\_\_\_\_ **plus, applicable GST (Rupees** \_\_\_\_\_ **+ applicable GST)** towards the said work.
- vi. Towards the implementation of the Project, the Contractor has supplied the Bank with a fully priced copy of the said bills of quantities (which copy is hereinafter referred to as "the Contract Bills"). The Contract Bills have been signed by or on behalf of the parties hereto:
- vii. The Contractor has already agreed with the Bank to implement and execute the Project in full on the basis of the contract documents as hereinafter defined on the terms and conditions therein contained;
- viii. The parties are now executing this Agreement setting out the basic terms of the agreement between them for smooth implementation and execution of the Project without any unnecessary difference or dispute.

**SIGNATURE & STAMP OF BIDDER**

**NOW IT IS HEREBY AGREED** as follows:

1.a Unless the context otherwise requires the contract documents above mentioned shall be harmoniously construed and in the chronological order.

1.b Unless otherwise expressly provided under these presents, contract documents (iii) to (ix) above shall be construed as modifying only those general and special terms and conditions in tender document in so far and to the extent referable to the clauses in the said tender document.

1.c Unless otherwise stated expressly hereunder, all the general and special terms and conditions shall apply and binding on the contractor.

1. The Contract Document is complimentary. What is called for in any one shall be as binding as called for by all. The aforesaid shall form integral part of contract and in the event of any inconsistency between any provisions herein the provisions of the Contract Documents shall prevail. When any of the General and Special Conditions are at variance, the condition stipulated in the Special Conditions of Contract shall supersede relevant provisions in General Conditions. For all matters not specifically provided for herein the provisions of General and Special Conditions in the Tender Documents shall apply and the rights and liabilities of the parties shall be decided accordingly. The decision of the Bank in this regard shall be final and binding.
2. All time limits stated in the Contract Document are of the essence of the contract where the work has to be completed within \_\_\_\_\_ failing which liquidated damages will be recovered @ 0.5% of contract amount for per week of delay subject to maximum recovery of 10 % of the contract amount.
3. For the consideration hereinafter mentioned, the Contractor shall carry out and complete the Works in conformity with the contract documents and in accordance with the instructions issued by the consultant from time to time including all modifications extra and additional works and obligations to be carried out either on the Site or at any factory or work shop or any other place for subsequent incorporation as required for the due performance of the contract.
4. The general character and the scope of the Works is illustrated and defined by the specifications and the bills of quantities herewith attached and by the signed drawings. The scope includes furnishing all materials, labour, tools, equipment and management necessary for and incidental to the construction and completion of the Works. If the Contractor shall find any discrepancy in or divergence between the contract drawings and/or the contract bills he shall immediately give to the Consultant a written notice specifying the discrepancy or divergence and the Consultant shall issue instructions in regard thereto which shall be complied with by the Contractor.

**5. INTENT**

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

**6. EXTENT**

**SIGNATURE & STAMP OF BIDDER**



The Contractor shall carry out and complete the Works in every respect in accordance with this contract and with the directions of and to the reasonable satisfaction of the Consultant. The Consultant may in their absolute discretion and from time to time issue further drawings, details and/or written instructions and written explanations whole of which are collectively referred to as Consultants' instructions. All such drawings and instructions shall be consistent with the Contract Document true developments thereof as reasonably inferable therefrom.

## **7. TYPE OF CONTRACT**

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

The contractors have:-

- i. Been informed that the schedule of approximate quantities is liable to alteration by omission, deduction, substitution or additions at the discretion of the Bank without affecting the terms of the contract and no compensation to Contractor.
- ii. Fully and correctly understood the meaning of all the tender documents, the General Conditions of Contract, Special Condition of Contract, Technical Specifications, Bill of Quantities or part thereof.

## **8. CONTRACTORS COVENANTS**

- i. The Tender form conditions, priced schedule of quantities, and General and Special Conditions of Contract, specifications, priced Bill of Quantities, Schedule of Rates and Prices, if any, Tender, pre-contract correspondence, Letter of Intent/Acceptance, Work order, shall be read and construed as forming part of this agreement and the Contractor shall abide by and submit themselves to all the conditions and stipulations contained therein; which are not specifically incorporated herein;
- ii. The Contractor shall obtain necessary permissions/ certificates/ order from the Competent Authority in respect of workmen employed by them for the Project and shall keep the Bank safe, harmless and reimburse all amounts/expenses incurred or suffered by the Bank in connection with any such claim;
- iii. The Contractors shall not make any claim as regards want of information of any particular point or any change in the rate or conditions save and except as provided herein;
- iv. The Contractors shall have a duly authorized agent at the place of Work to accept services of notice and to agree to extras, omissions, additions and substituted items of Works and rates from the commencement of the Work until it is virtually completed.
- v. In the event of any discrepancy between the details and/or description given in the Bill of Quantities, the Drawings and the Technical Specifications, such item shall be deemed to have been priced in accordance with the details and/or description confirming to the most superior provisions contained in any of the following: -
  - a) Bill of Quantities
  - b) Technical Specifications
- vi. It shall be understood that the details and/or description not specifically mentioned in the Bill of Quantities shall be the same as those mentioned in the Technical Specification. Any further interpretation of above Clause shall be at the discretion of the Bank, whose decision shall be final and binding on the parties to the contract.
- vii. The Contractors shall not make any claim for increase in the contract consideration on the basis of incorrectness and insufficiency of the information available at the time of submitting the Tender and/

or incorrectness and insufficiency of the rates and prices stated in the price bill of quantity and schedule of rates and prices or otherwise alleging insufficiency of the tender amount to cover their obligation under the contract or matters concerning the execution of the Project.

- viii. It shall be responsibility of intending bidder to visit site and make self-assessment of work and bid accordingly, nothing extra can be claimed in this regard at any stage of work.
  - ix. The Contractor shall be fully responsible for the adequacy, stability and safety of all site operations and methods of construction.
  - x. The Contractor shall promptly inform the Bank of any error, omission, fault and other defects in specifications for the Works, which are discovered while reviewing the Contract Documents or in the process of execution of the Works.
  - xi. The Contractor shall arrange for the permits and licenses for release of materials, which are under Government control subject to the Bank giving all the necessary assistance and signing any forms or applications that may be necessary.
  - xii. The Contractor shall comply with the provisions of all statutory legislation prevailing during the currency of contract.
9. The Contractor shall keep the Bank saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen.

## **12. GENERAL CONDITIONS**

- i. The schedule of Quantities given in the Contract Bill is provisional and are meant to indicate the intent of the Work and to provide a uniform basis for tendering. The Bank reserves the right to increase or decrease any of the quantities or to totally omit any item of Work and the Contractor shall not claim any extras or damages on these grounds.
  - ii. Any error in description or in quantity or omission of items from the Contract Bill shall not vitiate this Contract but shall be treated as a variation.
  - iii. The rates quoted by the Contractor in the priced bill of quantities (Contract Bills) shall be treated as firm and the contract sum shall be deemed to have been calculated with reference to the cost of execution of Works as set out in Contract Documents and shall not be adjusted or altered for any reason other than any adjustments on account of statutory rise or fall in the cost of labour and/or material or any other matters affecting the cost of execution of Works, or price variation adjustment formula if provided.
13. Notwithstanding anything contained elsewhere in any of the clauses of the tender, the prices/rates quoted for each item/Work in the Bills of Quantities shall be deemed to be inclusive of all direct and indirect costs, duties, taxes, sales tax, consignment tax, octroi/local tax, Works contract tax, etc. on any of inputs, royalty on quarried items etc. that may be involved in completing the item/Work as required in the fulfillment of all obligations under the contract and to the satisfaction of the Bank. Additional Taxes / Levies by Central / State Government legislations after opening of tender shall be reimbursed to the contractors as per actuals.
14. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for Work actually done and completed, and shall not preclude the repairing of bad, unsound, and imperfect or unskilled Work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in

anyway the power of the Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work and payment shall be made within eight (8) weeks from the date of receipt of final Bill and joint measurement.

## **15. INSURANCE**

- i. Without limiting the obligations and responsibilities under Contract Clause for Care of Work the Contractor shall effect third party insurance with an insurer and in terms approved by the Bank in the joint names of the Bank and the Contractor-
- ii. against all loss or damage from whatever cause arising, other than the excepted risks stated in contract clause of the General Conditions for which the Contractor is to be held responsible under the terms of the Contract so as to cover the Bank and the Contractor during the period beginning with commencement of the Works until the date stated in the Certificate of Completion for the whole of the Works.
- iii. Against any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purposes of completing the outstanding Work during the Defects Liability period pursuant to the Undertaking given at the time of applying for the issue of Certificate of Completion.
- iv. Against any loss or damage occasioned by the Contractor in the course of any operations carried out by him for rectifying any defect in perfection or fault appearing during the progress of the Work or during the Defects Liability Period.
- v. Against any loss or damage occasioned by the Contractor in the course of any operations carried out by him for searching the cause of any defect, imperfection or fault appearing during the progress of the Works or during the Defects Liability Period.
- vi. Against any liability for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the sub-Contractor provided the sub-contractors shall not have insured against such contingency. (Insurance against accident etc. to workman)
- vii. Unless otherwise instructed the Contractor shall insure the Works and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood etc.
- viii. The Contractor shall maintain Contractors' all risks insurance policy covering loss, damage, theft, burglary etc. of all materials and equipment, temporary Works and the Work shall be insured for a total sum equal to the value of all such items plus 10% of such value.

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

16. The Contractor shall deposit the policy and receipt for premiums paid with the Bank within 21 (twenty-one) days from the date of issue of Work order unless otherwise instructed. In default of the Contractor insuring as provided above, the Bank on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the Work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the Works in the same manner as though the

insured risk/contingency has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebinding or reinstatement after the occurrence of the insured risk/contingency shall be entitled to such extension of time for completion as the Bank may deem fit.

- 16.1 Such insurance shall continue during the whole of the time of continuance of Work and/or during such time that any persons are employed by him on the Works and shall when required produce before the Bank or the consultant, such policy of insurance and the receipt for payment of the earlier premium and the current premium.
- 16.2 The insurance shall be effective in such manner that the Bank is indemnified under the policy. In the event of the sub-contractor having effected an insurance against accident etc. to the workmen the Contractor shall require such sub-contractor to produce to the Bank / consultant when required, such policy of insurance and the receipt for the payment of the current premium, then in that event insurance under clause (vii) hereof by the Contractor shall not be necessary.
- 17 The Contractor shall provide for adequate cover to the Bank as per the provisions of Workmen Compensation Act.
- 18 The Contractor shall make available the insurance cover note before the commencement of the Work and shall notify any change in the nature or extent of the Work and also make available additional insurance of Works if required in special circumstances.

## 19 DEFECTS LIABILITY

- 19.1 Any defects, shrinkages or other faults which shall appear within the Defects Liability Period of 12 months from the date of handing over the works and which are due to materials or workmanship not in accordance with this contract or on account of failure on the part of the Contractor to comply with any of his obligations expressed or implied shall be specified by the consultant in a schedule of defects which he shall deliver to the Contractor not later than 14 days after the expiration of the Defects Liability Period, and within a reasonable time after receipt of such schedule the defects, shrinkages and other faults therein specified shall be made good by the Contractor and (unless the consultant shall otherwise instruct, in which case the contract sum shall be adjusted accordingly) entirely at his own cost.
- 19.2 The Contractor shall make good at his own costs and to the satisfaction of the consultant, all defects, shrinkages or small faults arising in the opinion of the Bank from Work or materials not being in accordance with the drawings or specifications or schedule of quantities or the instructions of the Bank, which may appear within the "**Defects Liability Period of 12 months from the date of handing over completed site**" referred to in the Appendix to General Conditions. All defects, shrinkages or small faults arising from any other cause not attributable to the Contractor shall be rectified by the Contractor as an additional work.
- 19.3 In the event of failure of the Contractor to carry out any such work to the satisfaction of the Bank, the Bank shall be entitled to carry out the same at the Contractor's costs and all expenses consequential and incidental thereto shall be deducted by the Bank from any payment due or to become due to the Contractor.
- 19.4 When in the opinion of the Bank any defects, shrinkages or other faults which he may have required to be made good under sub-clause (1) and (2) of this condition shall have been made good he shall issue a certificate to that effect, and completion of making good defects shall be deemed for all the purposes of this contract to have taken place on the day named in such certificate.

## 20 **SPECIAL RISK**

The Contractor shall not be liable for or in respect of any consequences arising out of any special risks as enumerated in relevant clause of the General Conditions. The responsibilities, rights and liabilities of the parties in such case shall be determined with respect to Clause 65 of the General Conditions.

## **21 STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES**

The Contractor shall comply with and give all notices required by any Act of Parliament, any instrument rule or order made under any Act of Parliament, or any regulation or byelaw of any local authority or of any statutory undertaker which has any jurisdiction with regard to the Works or with whose systems the same are or will be connected. The Contractor before making any variation from the contract drawings or the contract bills necessitated by such compliance shall give to the Bank a written notice specifying and giving the reason for such variation and the bank may issue instructions in regard thereto. If within 7 days of having given the said written notice the Contractor does not receive any instructions in regard to the matters therein specified, he shall proceed with the Work confirming to the Act of Parliament, instrument, rule, order, regulation or byelaw in question and any variation thereby necessitated shall be deemed to be a variation required by the Bank.

## **22 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS**

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

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

22.3 In case contractor is delaying or refusing or avoiding testing of material, the Bank shall arrange for carrying out testing of material and the necessary expenditure in carrying out the testing, transportation and incidental expenses shall be recovered from the contractor.

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

24 During the inclement weather the Contractor shall suspend concreting and plastering for such time as the Bank may direct and shall protect from injury all Work when in course of execution. Any damage (during constructions) to any part of the Work for any reason due to rain, storm or neglect of Contractor shall be rectified by the Contractor in an approved manner at no extra cost.

25 If the Work be suspended by reason of rain, strike, lock-outs or any other cause, the Contractor shall take all precautions necessary for the protection of Work and at his own expenses shall make good any damage arising from any of these causes.

- 26 The Contractor shall cover up and protect from damage from any cause, all new Work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the Work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the Contractor at his own expenses.

**27 SUBSTITUTION**

Should the Contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Bank in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Bank has to be obtained in writing. The term equivalent means, if material specified is not available, then after satisfying to the fact, the Bank may give other material to be used which will be subject to adjustment in purchase prices.

**28 INSPECTION OF WORKS**

- 28.1 All materials and workmanship shall be subject to inspection, examination and test at any and all times during manufacture and/or construction. The Bank may issue instructions requiring the Contractor to open up for inspection any Work covered up or to arrange for or carry out any test at any and all times.
- 28.2 The Bank shall have the right to reject the defective material and workmanship or require its correction.
- 28.3 The test of any materials or goods (whether or not already incorporated in the Works) or of any executed Work, and the cost of such opening up or testing (together with the cost of making good in consequence thereof) shall be added to the contract sum unless provided for in the contract bills or unless the inspection or test shows that the Work, materials or goods are not in accordance with this contract.
- 28.4 The Bank may issue instructions in regard to the removal from the site of any Work, materials or goods, which are not in accordance with this contract.
- 28.5 The Bank may (but not unreasonably) issue instructions requiring the dismissal from the Works of any person employed thereon.
- 28.6 On the failure of the Contractor to comply with any of the Bank's instructions the Bank may proceed to replace or correct such material/workmanship entirely at the cost of the Contractor.

**29 REMOVAL OF IMPROPER WORK**

The Bank shall during the progress of the Work have power to order in writing from time to time the removal from the Work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank are not in accordance with specification or instructions, the substitution or proper re-execution of any Work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the Contractor refuses to comply with the order the Bank shall have the power to employ and pay other agencies to carry out the Work and all expenses consequent thereon or incidental thereto as certified by the Bank shall be borne by the Contractor or may be deducted from any money due to or that may become due to the Contractor. No certificate which may be given by the Bank shall relieve the Contractor from his liability in respect of unsound Work or bad materials.

**30. PROTECTIVE MEASURES**

- 30.1 The Contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by

day, by night, on Sundays and other holidays.

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

30 3 The contractor shall provide necessary temporary enclosures etc. for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

31 **NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS.**

31.1 The Contractor shall conform to the provisions of any Acts of the Legislature relating to the Work, and to the Regulations and Bye-laws of authorities, and/or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that maybe associated to so conform, give the Bank written notices, specifying the variations proposed to be made and the reasons for have making them and apply for instruction thereon. The Bank on receipt of such intimation, shall give a decision within a reasonable time.

31.2 The Contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the Work and lodge the receipts due with the Bank.

**32 ASSIGNMENT AND SUB-LETTING**

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

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

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

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

33. If, at any time during the execution of the Works, the Bank shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of the General Conditions unless a provisional sum in respect of such anticipated Work shall have been included in the Bill of Quantities.

34. The Contractor shall in connection with the Works provide and maintain at his own costs all lights, guards, fencing and watching when and where necessary or required by the Consultant / Engineer or the Bank, or by any duly constituted authority, for the execution and for the protection of the Works, and/or for the safety and convenience of the public / others.
35. The Contractor shall, in accordance with the requirements of the Bank, afford all responsible opportunities for carrying out their Work to any other Contractors employed by the Bank and their workmen and to the workmen of the Bank and of any other duly constituted authorities who may be employed in the execution on or near the Site of any Work not included in the contract or of any contract with the Bank may enter into in connection with or ancillary to the Works. The Contractor will not be paid any compensation on this account.
36. Shall keep the Site reasonably free from unnecessary store of constructional plant and machinery, wreckage and rubbish during progress of Works and on completion leave the whole site clean and in a workmanlike condition to the satisfaction of the Bank.

**37. Default of Contractor**

**37.1 If the Contractor**

- i. being a company presents a petition for winding up and/or goes into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or
- ii. shall make an assignment or a composition for the benefit of the greater part, in number of amounts of his creditors or shall enter into a Deed or arrangement with his creditors, or
- iii. if a Receiver of the Contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the contract, and if so required by the Bank to give reasonable security therefor, or
- iv. if the Contractor shall suffer execution to be issued, or
- v. shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor, or
- vi. shall assign, charge or encumber this contract or any payments due or which may become due to the Contractor without the consent in writing of the Bank first obtained, thereunder, or
- vii. shall agree to carry out the contract under a committee of inspections of his creditors, or
- viii. shall have an execution levied on his goods, or
- ix. shall use improper materials or workmanship in carrying on the Works, or
- x. shall in the opinion of the Bank not exercise such due diligence and make such due progress as would enable the Work to be completed within due time agreed upon, and
- xi. the Bank certifies in writing that the Contractor has failed to commence the Works or failed to proceed with the Works after the suspension order when so called upon by the Bank, or
- xii. shall abandon the contract,
- xiii. without reasonable excuse has failed to commence the Works or have suspended the progress of Works for 28 days after receiving from the Bank written notice to proceed on



- xiv. has failed to remove materials from the site or to pull down or replace for 28 days after receiving from the Bank written notice that the said materials or Work has been condemned and rejected by the Bank under these conditions or
- xv. despite previous writings by the bank in writing has failed to execute Works in accordance with the contract, or is persistently or flagrantly neglecting to carry out his obligations under the contract or as to the detriment of good workmanship or in defiance of the Bank instructions to the contrary, sublet any part of the contract then and in any of the said cases the Bank may notwithstanding previous waiver
- a) determine the contract by after giving 14 days' notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the Works subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor)
- b) further the Bank or his agent, or its officials, may enter upon the Site and take possession of the Work and all Constructional Plant, amenities, unused materials, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads reserved for the execution of the Works and
- sell the same as his own property or
  - may employ the same by means of his own officials and workmen in carrying on and completing the Works or
  - by employing any other Contractors or other persons or person to complete the Works, and the Contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other Contractors or other persons or person employed from completing and finishing or using the materials and plants for the Works when the Works shall be completed, or as soon thereafter as conveniently may be, the Bank shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt by him the Bank may sell the same by Public Auction and shall give credit to the Contractor for the amount so realized.
- 37.2 Any expenses or losses incurred by the Bank in getting the Works carried out by other Contractors shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or due on account of Work carried out by the Contractor prior to engaging other Contractors or against the Security Deposit.
- 37.3 Upon such entry and expulsion by the Bank, Bank may adopt an appropriate mode at his discretion and certify the amounts, if any, that had at the time of such entry and expulsion reasonably been earned in respect of the work actually done by him and the value of any unused or partially used materials, any Constructional Plant and any amenities brought into existence exclusively for execution of the Works.
- 37.4 If the Bank shall enter and expel [the Contractor] under this Clause, he shall not be liable to pay to the Contractor any money on account of the Contract, until the expiration of the Defects Liability Period and thereafter until the costs of execution, damages for delay in completion, if any, and all other expenses incurred by the Bank have been ascertained and the amount thereof certified by the Bank. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Bank may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Bank the amount of such

excess and it shall be deemed a "debt due" by the contractor to the Bank and shall be recoverable accordingly.

### **38 DEFAULT OF THE BANK**

38.1 The Contractor may, if –

- a. The Bank does not pay to the Contractor the amount due on any certificate within six weeks from the receipt of Certificate named in the appendix to these conditions and continues such default for 7 days after receipt by registered post or recorded delivery of a notice from the Contractor stating that notice of determination under this condition will be served if payment is not made within 7 days from receipt thereof; or
- b. The Bank interferes with or obstructs the issue of any certificate due under this contract; or
- c. The carrying out of the whole or substantially the whole of the uncompleted Works is suspended by the Bank for a continuous period of 90 days;
- d. The Bank becomes bankrupt or makes a composition or arrangement with his creditors or has a winding up order or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking is duly appointed, or possession is taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge,
- e. if the Bank gives a formal notice of his inability to meet his contractual obligations after giving 14 days prior written notice by registered post or recorded delivery to the Bank terminate the employment of the Contractor PROVIDED that such notice shall not be given unreasonably or vexatiously.

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

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

- a. The Contractor shall with all reasonable dispatch and in such manner and with such precautions as will prevent injury, death or damage of the classes in respect of which before the date of determination he was liable to indemnify the Bank remove from the site all his temporary buildings, plant, tools, equipment, goods and materials and shall give facilities for his sub-contractors to do the same;
- b. After taking into account amounts previously paid under this contract the Contractor shall be paid by the Bank for;
  - The total value of Work completed at the date of determination;
  - The total value of Work begun and executed but not completed at the date of determination, the value being ascertained if such Work were a variation required by the Bank
  - The cost of materials or goods properly ordered for the Works for which the Contractor shall have paid or for which the Contractor is legally bound to pay, and on such payment by the Bank any materials or goods so paid for shall become property of the Bank;

- The reasonable cost of removal under paragraph (a) of this sub-clause.
- And in addition the amounts payable in respect of any preliminary item, so far as the work or service comprised therein has been carried out or performed and a proper proportion as certified by the Consultant / Engineer of any such item, work or service comprised in which has been partially carried out or performed.
- A sum certified by the Bank being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works in so far as such expenditure shall not have been covered by the payments made under this clause.
- The reasonable costs of repatriation of all the Contractor's staff and workmen, employed on or in connection with the Works at the time of such termination.

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

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

38.4 If a war or other circumstances outside the control of both the parties, arises after the Contract is made, so that either party is prevented from fulfilling his contractual obligations, or under the law governing the Contract, the parties are released from further performance, then the sum payable by the Bank to the Contractor in respect of the Work executed shall be the same as that which would have been payable under Clause 32 hereof as if the Contract had been terminated under the provisions of Clause 32 hereof. Performance of obligations becoming more onerous shall not be consider as a cause for "Frustration".

## **39 NOTICES**

39.1 All certificates, notices or written orders to be given by the Bank to the Contractor under the terms of the Contract shall be served by sending by registered post or by Courier or delivering the same to the Contractor's principal place of business, or such other address as the Contractor shall nominate for this purpose or email.

39.2 All notices to be given to the Bank under the terms of the Contract shall be served by sending by registered post or by Courier or delivering the same to the respective addresses nominated for that purpose in Part II of these conditions.

39.3 Either party may change a nominated address to another address in the country where the Works are being executed by prior written notice to the other party and the Consultant / Engineer may do so by prior written notice to both parties.

## **40 ARBITRATION**

40.1 Wherever, in any of the documents forming part of the Contract, the Bank's General Manager, FGMO Delhi has been vested with the final powers, his decision, opinion, certificate or any other discretion shall be final conclusive and binding on the parties and shall be without appeal. All other matters shall be subject to the right of arbitration.

- 40.2 All disputes or differences of any kind whatsoever save and except matters referred to in clause 1) arising out of or in connection with the Contract, whether during the progress of Work or after Completion and shall after written notice by either party to the contract to the other of them and to the Bank hereinafter mentioned be referred for adjudication to two Arbitrator, one each to be nominated by the Contractor and the Bank, who shall thereafter appoint an Umpire. The provisions of Indian Arbitration and Conciliation Act 1996 shall apply for the purposes.
- 40.3 The Work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- 40.4 The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.
- 40.5 The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- 40.6 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 40.7 The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.
- 40.8 The award of the Arbitrator shall be final and binding on both the parties.
- 40.9 Subject to aforesaid the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.
- 40.10 The Bank and the Contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

**AS WITNESS** the hands of the said Parties.

Signed by the said  
In the presence of

Bank

Witness  
Name:  
Address

Signed by the said  
In the presence of

Contractor

Witness  
Name:  
Address

**SIGNATURE & STAMP OF BIDDER**

**GENERAL INSTRUCTIONS TO CONTRACTORS  
AND SPECIAL CONDITIONS**

- 1) Canvassing in connection with quotations is strictly prohibited and the quotations submitted by the contractors who resort to canvassing will be liable to rejection.
- 2) The tender Form must be filled in English and all entries must be made by the hand and written in ink, if any of the documents is missing, or unsigned, the tender may be considered invalid by the Bank in its discretion.
- 3) The contractor shall not assign the contract. He shall not sub-let any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the contractor rescinding the contract whereupon the Security Deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the contractor. Central Govt. / State Govt. organization will not be allowed to sublet the work on back to back basis.
- 4) The contractor shall carry out of all the work strictly in accordance with specifications, terms of contract and instructions of the Bank.
- 5) A Schedule of probable quantities in respect of each work and specifications accompany these special conditions. The Schedule of probable quantities is liable to alteration by omission, deductions or additions at the discretion of the Bank. No claim will be entertained from the contractor on account of loss of profit over revising the tender rates.
- 6) The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of filling of tender and for entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. No compensation will be paid on account of not getting proper information.
- 7) The rates quoted in the tender shall be inclusive of all charges for clearing of site before commencement as well as after completion, water, electrical consumption, meters, double-scaffolding, centering, boxing, staging, planking, timbering and pumping out water, including bailing, fencing, planking, timbering and pumping out water, including bailing, fencing, hoarding, plant and equipment, storage sheds, watching and lighting by night as well as day, including Sundays and Holidays, temporary plumbing and electric supply, protection of the public and safety of adjacent roads, streets, cellars, vaults, open pavements, walls, houses, buildings and all other erections, matters or things and the contractor shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring, etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of the work and to the satisfaction of the Bank / Consultant.
- 8) The successful Bidder is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates.

- 9) The successful Bidder must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.
- 10) The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications and also in compliance of the requirements of the Authorities concerned and no deviation on any account will be permitted.
- 11) The Contractor shall strictly comply with provision of safety code annexed hereto.
- 12) The contractor shall indemnify Union Bank of India, against any claim or legal action arising out of the said Act due to the failure of non-compliance of the provisions of the said Act and the penalty or any other amount levied by the authorities, shall be recoverable from the payments due to the contractors.
- 13) The Contractor shall comply with the provision of the Apprentices Act, 1961, and the Rules and Orders issued there under from time to time. Failure to do so will be in a breach of the contract and the Bank may in their discretion cancel the contract. The contractor shall also be liable for any pecuniary or other liabilities arising on account of any violation by him of the provisions of the Act.
- 14) The contractor shall be responsible for the observance of all Central Rules and Regulation framed by the Central Government under the Contract Labour (Regulation and Abolition) Act, 1970. The Bank shall be entitled to deduct all damages, which it might suffer on account of non-observance of these rules by the Contractor, from the amount payable to the Contractor.
- 15) Contractors are not allowed to remove materials brought at Site against which advances have been paid.
- 16) The Contractor is to provide at all times during the progress of the work and the maintenance period / defect liability period proper means of access, with ladders, gangways, etc., and the necessary attendance to move and adopt as directed for the inspection or measurement of the works by the Bank or their representatives.
- 17) Materials shall be of approved quality and the best of their kind available and shall generally conform to I.S. Specifications. The Contractor shall order all the materials required for the execution of work as early as necessary and ensure that such materials are on site well ahead of requirement for use in the work. The work involved calls for approved standard of workmanship combined with speed and to the entire satisfaction of the Architect/ consultant. All the material shall be approved by the Consultant / Bank before use. Contractor to arrange samples well in time.
- 18) The Contractors shall after completion of the work clear the Site of all debris and left-over materials at his own expenses to the entire satisfaction of the Bank and Municipal or other public authorities.
- 19) The contractor herewith agrees that in respect of inspection of works by the Chief Technical Examiner of the works, a wing of Central Vigilance Commission and the bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the bills and if as a result of such audit and technical examination

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

- 20) Contractors are requested to note that no extra item or deviated item of work to be executed without taking prior permission, the Bank shall not be held responsible for the payment of such works executed. Contractors will have to submit all the particulars including purchase bills/price list for the materials along with the rate analysis for verification of Percentage Rates.
- 21) If contractors fail to pay the taxes/royalties to the Authorities concerned, the bank reserve their rights to recover the said amount from the amount payable to the contractor and pay the same to the Authorities concerned.
- 22) After awarding the work, contractor shall get registered with the office of the Labour commissioner, as per stipulated criteria and inform Bank accordingly. Contractors shall follow all rules and regulations stipulated by the Labour Commissioner strictly.
- 23) Contractors shall quote consistent rates for the items of similar nature or analogous in specifications for the sections in schedule of quantities. If it is observed that the rates quoted for similar nature of items or analogous in specification under different sections, are inconsistent, then the Bank reserves his right to consider the lowest of rates for all such items and work out the final amount for payment, unless the competent authority finds that there is justifications for such inconsistent rates.
- 24) The contractor shall give a list of his relatives working with the bank along with their designations and addresses.
- 25) No employee of the bank is allowed to work as a contractor for a period of two years of his retirement from bank service, without the previous permission of the bank. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the bank as aforesaid before submission of the tender or engagement in the contractor's service.

## **CONDITIONS HEREIN BEFORE REFERRED TO**

### **1. Definition of terms / interpretation:**

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

- (a) “Employer/ / owner / Bank” shall mean” Union Bank of India, Government of India undertaking” having Central Office at 239, Vidhan Bhawan Marg, Nariman Point, Mumbai - 400 0021 and any of its employees’ representatives authorized on their behalf.
- (b) ----- BLANK-----
- (d) “Site” shall mean “Work Place located at Union Bank Bhawan, Gomti Nagar, Lucknow and to include any building and erections thereon and any other land (inclusively), as aforesaid, allotted by the Bank for the contractor’s use.
- (e) -----BLANK-----
- (g) “The works” shall mean the work or works to be executed or done under this contract.
- (h) “This Contract” shall mean Articles of Agreement, the special conditions, the general conditions of contract, the appendix, the schedule of quantities and specifications, attached hereto and duly signed.
- (i) “Notice in writing” or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received), by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- (j) “Act of Insolvency” shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any amending such original.
- (k) “The Schedule of Quantities” shall mean the schedule of quantities as specified and forming part of this contract.
- (l) “Priced Scheduled of Quantities” shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.
- (m) “Net Prices” If in arriving at the contract amount, the contractor shall have added to or deducted from the total of the items in the tender any sum either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportion of the sum so added or deducted of the sum so added or deducted by the contractor the amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Quotation. The expression “net rates” or “net prices” when



used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

## **2. SCOPE OF WORK:**

The work consists of upkeep and maintenance of Air conditioning system installed at Union bank Bhawan premises.

## **3. CONTRACTOR'S RESPONSIBILITY**

The Contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of Bank. The Bank from time to time issue written instruction, details directions and explanations which are hereafter collectively referred to as "Bank's Instruction".

In regard to:-

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

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

## **4. VISIT TO SITE**

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

## **5. AGREEMENT**

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

## **6. PERMITS AND LICENSES**

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

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

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

## **7. GOVERNMENT AND LOCAL RULES**

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

## **8. QUANTITY OF WORK TO BE EXECUTED**

The quantities shown in the schedule of quantities are intended to cover the entire premises but the Bank reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. The quantity may vary to any extent and even the same will be omitted. No separate payment / compensation / revision in the rates will be entertained.

## **09. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:**

The contractor shall provide everything necessary for the proper execution of the works according to the Schedule of quantities and Specification taken together.

- (i) The rates quoted against individual items will be inclusive of everything necessary to complete the said items work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and /or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.
- (ii) The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses,

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

#### **10. DEPLOYMENT OF LABOURS**

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

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

#### **11. FACILITIES TO BE PROVIDED TO WORKERS**

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Bank regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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

#### **12. DISMISSAL OF WORKMEN**

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

#### **13. ASSIGNMENT / SUB-LETTING**

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

entitled to deduct 10% of cost of work executed besides initiating other measures provided in the contract.

#### **14. INSURANCE**

##### **a. IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY**

- (i) The contractor shall be responsible for all injury to the work or to persons, animals or things, and for all damages to the structural and / or decorative part of the property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any of his / sub-contractor's employee, whether such damage/ injury arises from carelessness, accident or any other cause whatsoever in any way connected in the carrying out of this contract. This clause shall be held to include inter alias, any damage to buildings, whether immediately adjacent or otherwise, and any damage to the roads, streets, foot-paths, bridge or ways as well as damage caused to the building and work forming the subject of this contract by rain, wind or other inclement of the weather. The contractor shall indemnify the Bank and hold it harmless in respect of all and any expense arising from such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury and damage under any Act of any Legislature or otherwise and also in respect of any award of compensation or damage consequent upon such claims.
- (ii) The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property or third parties.
- (iii) The contractor shall indemnify the Bank against all claims which may be made against the Bank by any member of the Public or third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with an approved office, a Policy of Insurance in the name of the Bank and the contractor against such risks and deposit such policies with the Bank from time to time during the currency of this contract. The contractor will also similarly indemnify the Bank of all claims which may be made upon the Bank whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, until the virtual completion of the contract, with an approved office, a Policy of Insurance in the joint name of the Bank and the Contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of the contract.
- (iv) The contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person animal or property arising out of incidental or defective carry in out of this contract. He shall also indemnify the Bank in respect of any cost, charges or expenses arising out of claims or proceeding and also in respect of any award of composition and damages arising there from.

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

**b. FIRE INSURANCE**

- (i) The Contractor shall, within fourteen days from the date of commencement of works, insure the works at his cost and keep them insured until the virtual completion of the contract, against loss or damage by fire and / or earthquake, flood with an office to be approved by the Architect in the joint name of the Bank and the Contractor (the name of the former being placed first in the policy), for the contract amount only. The Contractor shall deposit the policy and receipts for the premium with the owner within 21 days from the date of issue of work order, unless otherwise instructed by commencement of the works, unless otherwise instructed by the Architect. In default of the Contractor insuring as provided above, the Bank or the Architect on his behalf, may so insure the works and may deduct the premium paid from any money due or which may become due to the Contractor without prejudice to the other rights of the Bank in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or work reinstated by the Insurance office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the incident had not occurred and in all respects under the same conditions of the Contract. The contractor in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Bank / Architect deemed fit.
- (ii) The amount so due as aforesaid shall be the total value of the works duly executed and of the contract materials and goods delivered upon the site for use in works upto and including a date not more than seven days prior to the date of the said Certificate less the amount to be retained by the Employer (as hereinafter provided) and less any installments previously paid under this clause. Provided that such Certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.
- c) The Contractors will have to take out following Insurance Policies:
- 1) Contractors All Risks Insurance Policy to cover-  
Earthquake- Fire & Shock  
Landslide/Rockslide/Subsidence.  
Flood/Inundations.  
Storm/Tempest/Hurricanes/Typhoon /Cyclone Collapse.  
Theft/Burglary.  
Damage to material brought at Site and to be subsequently used in the work.
  - 2) Third party Insurance Policy
    - a. For accidental loss or damage caused to the property of other persons.
    - b. For fatal or non-fatal injury to any person other than insured own employees or work men of employees of the owner of the works any other construction work thereon, or member of the Insured's family or of any of the aforesaid; directly consequent upon of solely due to the construction of any property described in the Schedule.

3) Workmen's Compensation Insurance.

**15. ACCOUNTS RECEIPTS & VOUCHERS:**

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

**16. TERMINATION OF CONTRACT BY THE BANK**

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

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

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

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

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

OR the contractor:

- i. Has abandoned the Contract, or
- ii. Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Bank notice to proceed, or
- iii. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- iv. Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the contractor to observe or perform the same.

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

- 17. Certificates & payments: The payment shall be made monthly against the bill produced by the contractor. Each monthly bill shall enclose copy of wage slips, material procurement bills, EPF, ESIC Challan etc. and any other relevant document as required by the bank**

**18. SETTLEMENT OF DISPUTES BY ARBITRATION**

Wherever, in any of the documents forming part of the Contract, the Bank has been vested with the final powers, his decision, opinion, certificate or any other discretion shall be final conclusive and binding on the contractor and shall be without appeal. All other matters shall be subject to the right of arbitration.

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

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

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

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

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

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

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

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

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

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

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

**19. BANK ENTITLED TO RECOVER COMPENSATION PAID TO WORKMEN:**

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

**20. ABANDONMENT OF WORKS:**



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

**21. RIGHT OF BANK TO TERMINATE CONTRACT IN THE EVENT OF DEATH OF CONTRACTOR IF INDIVIDUAL.**

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

**SAFETY CODE**

**SIGNATURE & STAMP OF BIDDER**

## **1. Scaffolds**

- i. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
- ii. Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii. Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- iv. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m.

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

- v. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall in no case, be less than 290 mm. for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20 mm. for each additional meter of length.
- vi. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

## **2. Other Safety Measure**

- vii. All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- viii. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

## **3. Excavation & Trenching**

- ix. All trenches, 1.25 m. or more in depth shall at all times be supplied with at least one ladder for each 30 m. in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1 m. above the surface of the ground. Sides of trenches which are 1.5 m. or more in depth shall be stepped back to give suitable slopes or securely held by timber bracing so as to avoid the danger of sides of collapsing. The excavated materials shall not be placed within 1.5 m. of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- x. The contractor shall take all measure on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

#### **4. Demolition**

- xi. Before any demolition work is commenced and also during the process of the work:
  - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - b. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
  - c. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

#### **5. Personal Safety Equipment**

- xii. All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, the contractor should take adequate steps to ensure proper use of equipment by those concerned.
  - a. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - b. Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
  - c. Those engaged in welding works shall be provided with welder's protective eyesight lids.
  - d. Stone breaks shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - e. When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the

manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

- f. The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age 18 are employed on the work of such painting the following precautions should be taken:
  - i. No paint containing lead or lead products shall be used except in the form paste or readymade paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufactures.
  - ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
  - iii. Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
  - xiii. When the work done near any public place where there is risk of drawings all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

## **6. Hoisting Machines**

- xiv. Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:
  - i.a. These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
  - i.b. Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
  - ii. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting including any scaffolding winch or give signals to operator.
  - iii. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iv. In case of departmental machines, the safe working load shall be notified by the Engineer. As regards contractor's machines, the contractor shall notify the safe

working load of the machine to the Engineer whenever he brings any machinery to site of work and get verified by the Engineer concerned.

xv. Motors, gearing, transmission, electrical wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

xvi. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

Adequate washing facilities should be provided at or near places of work.

xvii. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

xviii. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineer of the Department or their representatives.

xix. Notwithstanding the above clause from (i) to (xviii), there is nothing in these to exempt the contractor from the operation of any other Act or Rule in force in India.

# **PRICE BID**

**TO BE PACKED IN A SAPERATE SEALED ENVELOPE**

## BILL OF QUANTITIES

BILL OF QUANTITIES FOR TUBEWELL CONSTRUCTION AT UNION BANK BHAWAN LUCKNOW							
S.No	PARTICULAR		QTY	UNIT	RATE		AMOUNT
					Numeric	Words	
1	Construction of Tubewell by Heavy duty dual rotary DC rig machine in the strata of hard soil at Gomtinagar Area of Lucknow from GL to 140 MBGL to lower assembly of 200mm dia and to get sand free total yield of 800 LPM complete as per following specification		140	METER			
i	Transportation, Installation & uninstillation up to site and back of DR rig machine, compressor, OP unit and all other tools and plant required for work complete	1 Job					
ii	Drilling of required pilot of 225 mm bore from GL to 140 MBGL complete	125 Mtr					
iii	Reaming of required bore 400 mm from GL to 140 MBGL with help of mud fluid /bentonite	125 Mtr					
iv	Drilling suitable dia final bore to house assembly of 200mm dia from GL to 140 MBGL complete including reaming back, washing etc	1 Job					
v	Arrangement of water required for boring works as no water shall be provided by the Bank	1 Job					
vi	Providing water logging test with electro logging equipment & required machinery for ascertaining / logging aquifers encountered in bore well and arranging and defining the water availability test giving test report of Geo-hydrologist from Govt. approved laboratory recommending water bearing zones, TDS of water etc. complete as directed by Bank	1 Job					

**SIGNATURE & STAMP OF BIDDER**

vii	Preparing and lowering of entire tubewell assembly 200mm dia including Plain / slotted pipe from GL to 110 to 125 MBGL including installation of submersible pump	1 Job				
viii	Pea - Gravel feeding from GL to 140 MBGL around annular space	1 Job				
ix	Completion of work, Fitting of girder and clamp, well cap	1 Job				
x	collection of strata sample in a box	1 Job				
2	Development of tube well by 250 PSI air compressor (including erection and dismantling of compressor) complete	50	Hour			
3	Development by OP unit to get total yield of 1000 LPM discharge (including erection and dismantling of OP Unit) complete	80	Hour			
4	Supply & Installation of 3 phase water filled Multistage submersible pump of 10HP with copper winding of approved brand (Lubi LSK5-60AF or approved equivalent)	1	SET			
5	Supply and Installation of 10HP control panel of approved Brand as per manufacturer specification, mounted on MS stand and water proof MS housing complete including painting of MS housing unit with acrylic paint of approved shade and colour	1	Each			
6	Supply of 2.5 SQMM CU submersible cable of Finolex / Polycab/ Havels	150	METER			
7	Supply of Pea Gravel 2MM to 4.8MM	35	CuM			
8	Supply of Bentonite	50	Bag			
9	Making of Masonry chamber suitably above bore for docking and feeding pea gravel over time. The chamber to be made with 9" BW and plastered all sides and painted at all exposed side with weather coat external paint	1	Job			
10	Supply, Installation and commissioning of 4" MS ERW pipes with all required hardware and accessories, clamps, jointers, elbow etc required for making connection from tube well outlet to existing UGT Inlet	35	METER			
11	<b>Procurement of Tube well Assembly</b>					

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i	Supplying, blue PVC heavy duty (minimum 10 kg/sq.cm), medium well casing (CM) pipe of diameter 200 mm of make finolex / Supreme, conforming to IS: 12818, including required hire and labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Bank.	102	METER			
ii	Supplying, blue PVC heavy duty PVC well screen (RMS) pipes of diameter with ribs, conforming to IS: 12818 of make Finolex , including hire & labour charges, fittings & accessories etc. all complete, for all depths, as per direction of the Bank	24	Meter			
iii	80 MM Dia Column pipe of 3 Mt Length of make Finolex/ Supreme	25	Each			
iv	P/F 200 MM PC Bail Plug of approved make	1	Each			
v	Supply of entire Pump accessories inclusive of Butterfly valve and all required connectors of approved make.	1	Each			
A	<b>TOTAL</b>					
B	<b>Add GST</b>					
C	<b>GRAND TOTAL</b>					

**SIGNATURE & STAMP OF BIDDER**