



Regional Office Statue , Tarivandrum-695001
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**TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF AIR-COOLED DUCTABLE AIR-CONDITIONING UNITS AT BANK OF
INDIA REGIONAL OFFICE KOTTAYAM**

**TECHNICAL BID,
GENERAL TERMS AND CONDITIONS & PRICE BID**

**Owner:
Union Bank of India,**

INDEX

TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF AIR-COOLED DUCTABLE AIR-CONDITIONING UNITS AT BANK'S PROPOSED _____

Notice Inviting Tender	Page 3
Form of Tender	Page 4
Supplementary Conditions	Page 6
Indemnity Bond	Page 7
Article of Agreement	Page 8
General Instructions to Contractor	Page 11
Safety Code	Page 14
Conditions hereinbefore referred to	Page 15
General Condition of Contract	Page 16
Additional Conditions of Contract	Page 26
Appendix herein referred to	Page 35
Technical Specifications for Airconditioner	Page 36
Approved List of Materials	Page 41
Technical particulars to be submitted by Contractors	Page 43
Price Bid and BOQ	Page 45/46



Notice Inviting Tender

**TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF AIR-COOLED
DUCTABLE AIR-CONDITIONING UNITS AT UNION BANK OF INDIA REGIONAL OFFICE
KOTTAYAM**

Union Bank of India, a leading Nationalized Bank, invites sealed tenders from the Air-conditioning Installation Contractors on Union Bank of India Regional Office Kottayam for supply, installation, testing & commissioning of Air-cooled Ductable Air-conditioning Units and providing comprehensive AMC Services at Bank's proposed expansion _____. Interested contractors may obtain the tender forms on payment of Rs.Nil (non-refundable) by way of Pay Order / D.D. in favour of Union Bank of India, payable at Trivandram from 06/6/2012 to 22.06.2012 upto 15 hours, from the following address:

The Chief Manager, Union Bank of India ,Regional Office ,P.B .No-307,M.G road, Trivandrum-695001

The tenders can also be downloaded from the website www.unionbankofindia.com & www.govtenders.nic.in. The downloaded tenders shall be submitted along with Pay Order / Demand Draft of Rs.Nil/- (non-refundable) enclosed in Tender Bid envelope, favoring Union Bank Mumbai.

Earnest Money Deposit amounting to **₹. 6,000/-** to be submitted in the form of pay order / Demand draft favoring Union Bank of India payable at Trivandrum from any scheduled / nationalized bank.

Tenders shall be received and Technical bid; price bid shall be opened at 15.30 hours on _____ at the aforesaid address.

Estimated cost	E.M.D. (to be submitted with part-I Price Bid)	Completion period	Last date of receipt, opening of tender
₹.5,57,550.00/-	₹.6,000/-	21 days	22/6/2012 till 15.00 hrs and tender will be opened on 22/6/2012 at 15.30 hrs

Union Bank of India reserves the right to accept the work in full or in part or reject tenders in full or part without assigning any reasons thereof.

Dy.General Manager

Form of Tender

Union Bank of India

Dear Sir,

1. Having examined the specifications, drawings, designs, and schedule of quantities relating to the works specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum having acquired the requisite information relating there to as affecting the tender, we hereby offer to supply and execute the works specified in the said memorandum, within the time specified in the memorandum, at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of 'Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	:	Tender for Supply, Installation, Testing & Commissioning of Air-cooled Ductable Air-conditioning Units Union Bank of India Regional Office Kottayam
(b)	Estimated Cost	:	₹. 5,57,550.00/-
(c)	Earnest Money	:	₹. 6,000/--
(d)	Time allowed for completion of the work from tenth day after the date of written order to commence work	:	21 days

2. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said Condition of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Union Bank of India the amount mentioned in the said conditions.

3. We have deposited a sum of ₹. 6,000/- (₹. Six Thousand only) as earnest money with the Union Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Union Bank of India.

4. We undertake to complete and deliver the whole of the works comprised in the contract within the time stated in Appendix hereto.

5. We have independently considered the amount of liquidated damages shown in the Appendix hereto and agree that it represents a fair estimate of the loss likely to be suffered by you in the event of the works not being completed in time.

6. If our Tender is accepted, we will remit the initial security deposit by demand draft or obtain a guarantee from a Scheduled Bank to be jointly and severally bound by us for the sum named in Appendix hereto for initial security deposit. Third party insurance policy shall also be obtained from an Insurance Company approved by you.

7. We agree to abide by this Tender for the period of four months from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.

8. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.

9. We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.

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

11. We understand that you are not bound to issue work order to a single party. The total work can be divided among more than one contractor.

Name of person having power of Attorney to sign the contract (certified the copy of the Power of Attorney should be attached.)

Thanking You.

Signature of Contractor with Seal

Name of the Person:

Designation:

Date:

SUPPLEMENTARY CONDITION

INDEMNITY BOND

On the acceptance of his tender, the contractor will be required to execute an Indemnity Bond with-in 10 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 and _____State Laws.

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

INDEMNITY BOND

(On Non-Judicial Stamp Paper of Rs. 100/-)

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 _____ 200__.

WHEREAS Union Bank of India, (address of the office) _____, have appointed _____ as the Contractors for their Proposed Union Bank of India Project at _____.

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 _____ 200__.

SIGNED AND DELIVERED BY THE

NAME AND ADDRESS

AFORESAID _____ (Contractor)

IN THE PRESENCE OF WITNESSES:

1.

2.

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____ between the Union Bank of India, (herewith called "The Bank") of the one part and _____ (hereinafter called 'The Contractor') of the other part.

WHEREAS The Bank is desirous of _____ at _____ and has caused specifications describing the works to be done.

AND WHEREAS the said specifications, the Schedule of Quantities and drawings have been signed by or on behalf of the parties hereto.

AND WHEREAS the contractor has agreed to execute upon the subject to the conditions set forth herein and to the conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as 'the said conditions') the works shown upon the said drawings and/or described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (hereinafter referred to as 'the said Contract Amount')

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of said Contract Amount to be paid at time and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to carry out the Air-conditioning installation at Mumbai to be paid for according to actual measurement quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.
6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.
7. The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the day of issue to formal works order as provided for in the said Conditions, whichever is late, and to complete the entire work within 4 months, subject nevertheless to the provisions for extension of time.
9. All payments by The Bank under this Contract will be made only at _____.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.

11. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor.

If the contractor is a Partnership firm or an Individual

IN WITNESS WHEREOF The bank and the Contractor have set their respective hands to these presents and two Duplicate hereof the day and year first hereinabove written

If the contractor is a Company

IN WITNESS WHEREOF the Bank has set its hand to These presents through its duly authorized official and the Contractor has caused its common seal to be affixed Hereunto and the said who duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the Union Bank of India by the hand of

Shri.....

.....

..... In the presence of

(1) Address.

(2) Address.

SIGNED AND DELIVERED BY

.....

1).....

Address.....

.....

.....

2).....

.....

Address.....

Witnesses

If the part is a partnership firm or any individual should Be signed by all or on behalf of all the partners.

If the Contractor signs under its common Seal the Signature clause should tally with their sealing clause in the Articles of Associations.

Witnesses

THE COMMON SEAL OF

Was hereunto affixed pursuant to

The resolutions passed

By its Board of Directors at the meeting

Held on

.....

.....

.....

In presence of

(

.....

(

.....

Directors who have signed these presents in

Taken thereof in the presence of

(1)

The Contractor is signing by the hand of power of Attorney whether a company or individual.

The Contractor is signing by the hand of power of Attorney whether a company or individual

1)

2)

.....
(2)
.....

SIGNED AND DELIVERED BY THE
Contractor by the hand of
Shri

.....
And duly constituted attorney.

General Instructions to Contractors and Special Conditions

- 1) Sealed Tender shall be addressed to _Chief Manager, Union Bank of India, Regional Office, Statue Trivandrum and superscribed 'Tender for Supply, Installation, Testing & Commissioning of Air-cooled Ductable Air-conditioning Units at Union Bank of India Regional Office Kottayam, so as to reach not later than 15:00 hrs on dated 22/6/2012
- 2) No tender will be received after 15:00 hrs on 22/6/2012 under any circumstances whatsoever.
- 3) The tender shall be submitted containing EMD in the prescribed form, commercial terms and conditions, technical aspects of the tender such as equipment data sheet, tests and inspections, makes of materials, technical description, drawings etc. The Technical Bid and Price Bid shall be put in sealed envelope duly sealed.
- 4) The tender duly sealed duly super scribing the name of work and due date of tender and addressed to bank shall be opened at 15:30 on 22/6/2012 at the office of Union bank of India.
- 5) Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or of conditions after the opening of the tender will be entertained.
- 6) Each of the tender documents should be signed by the person or persons submitting the tender and is taken at his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc as laid down. Any tender with any of the documents not so signed will be rejected.
- 7) 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 bank may reject the tender.
- 8) The Union Bank of India does not bind itself to accept the lowest or any tender and reserves to itself to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.
- 9) Intending tenderers shall pay as earnest money a sum of ₹. 6,000/- by a demand draft drawn on a Scheduled Bank payable to Union Bank of India, Mumbai. A tender, which is not accompanied by a demand draft towards earnest money, will not be considered. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest.
- 10) The Earnest Money Deposit of ₹. 6,000/- paid by the successful tenderer shall be encashed by the bank and the same shall be interest free.
- 11) The equipments supplied shall be guaranteed against all types of defects for a period of one year from the date of handing over and defects found within this period shall be rectified and the defective equipment if required to be replaced, shall be replaced by the contractor free of cost. During this period, at least 4 service calls and any number of breakdown calls servicing shall be carried out free of cost. Tenderer shall also indicate service facility they can offer at the place of installation, with full details of technical personnel employed.
- 12) The tenders shall be accompanied by the leaflets/literatures and full specifications of the equipments offered and the makes of all the major components and accessories. The successful tenderer on completion of the work shall furnish three sets of schematic diagram, physical layout drawings and maintenance manuals and a detailed list of all the components.
 - a) In addition to the Earnest Money Deposit the successful bidder upon getting work order shall submit Initial Security Deposit of 2% of the contract amount (including EMD) within 14 days upon receipt of the work order. During the course of execution and as further security for the due fulfillment of the contract by the contractor, 8% of the value of the work will be retained from the running account bills.
 - b) All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security

- deposit if the amount so permits and the contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
- 13) The Contractor shall not assign the Contract. He shall not sublet 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.
 - 14) The Contractor shall carry out all the work strictly in accordance with Drawings, details and instructions by Consultant or Bank's Engineer. If in the opinion of the Bank's/Consultant Engineer changes have to be made in the design and with the prior approval in writing of the Employer they desire the Contractor to carry out the same, the contractor shall carry out the same. The Bank's decision in such cases shall be final and shall not be open to arbitration.
 - 15) 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 omissions, deductions or addition at the discretion of the Consultant. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.
 - 16) The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose for making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters appertaining thereto.
 - 17) The rates quoted in the tender shall include all charges for supply, installation (assembly), testing, packing, handling and transport for all supplies. The rates shall include storage, watch and ward, temporary structures, lighting at night, tools and tackles, labour and other services for erection and commissioning works.
 - 18) The rates shall also be firm and shall not be subject to exchange variation, labour condition, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates sales tax, V.A.T., excise duty, customs duty, octroi, service tax and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable. No Claim in respect of sales tax, sales tax on works contracts, excise duty, custom duty, octroi or other tax, duty or levy whether existing or future shall be entertained by the Employer. They will not issue C/D forms or any kind of form for obtaining concessions in taxes/duties etc.
 - 19) The tenders shall remain open for acceptance by the Bank for a period of four months from the date of opening of the tender, which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
 - 20) The work shall be carried out in such a manner that there shall be minimum disruption of electrical supply to bank premises.
 - 21) A programme shall be drawn in consultation with the consultant and Banks engineer for this purpose.
 - 22) The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account.
 - 23) Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 3rd day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence, If the contractor fails to complete the work within the specified period he shall be liable to pay penalty as defined in clause 25 of the conditions of contract. The tenderer shall before commencing work, prepare a detailed work programme, which shall be approved by the Employer.

- 24) The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trader of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the employer shall not be liable for any claim in respect therefore. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- 25) The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though these items are not included in the quantities and rates. The Employer will issue schedule of instructions in respect of such additional items and their quantities in writing.
- 26) The successful tenderer must co-operate with the other contractors appointed by the employer so that the work proceed smoothly with the least possible delay and to the satisfaction of the employer.
- 27) 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 requirement of the legal public authorities/ vigilance department and to the requirements of the Local Electricity Board and Central Electricity Authority and no deviation on any account will be permitted.
- 28) The successful tenderer should make with his own arrangements to obtain all materials required for the work.
- 29) The tenderer shall submit along with his tender, a list mentioning the names of manufacturers of equipments which he proposes to use in the work if his tender is accepted. Samples of all such equipments quoted for all illustrations with descriptive literature on the same shall accompany the tender. The samples and the literature so submitted by the successful tenderer shall be retained.
- 30) Tenderer should also enclose a letter from the OEM indicating the name of their authorised service agent at Mumbai, through whom the periodical service for the Air-conditioning units will be attended. Prescribed standard rates for inspection labour service contract should also be mentioned by the manufacturer.
- 31) The employer will pay electric supply connection/inspection/license fees for the permanent supply to the Electric supply authority. However, liasoning with Electricity Board authorities and Chief Electrical Inspector, Central Electricity Authority, Pollution Control Board or any other statutory authority for obtaining the supply/ approval will be the responsibility of the Contractor.
- 32) The Contractor shall strictly comply with the provision of safely code annexed hereto.
- 33) The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.
- 34) Following terms of payment shall be applicable.
 - **No advance payment / mobilization advance will be made.**
 - **75% of the material value (invoice value) after delivery of the durable / non-fragile materials at site.**
 - **15% on successful installation, testing and commissioning of the units.**
 - **10% on submission of Performance Bank Guarantee valid till the completion of the defects liability period of one year or equivalent retention amount for a period of one year.**
- 35) The contractor shall take out the following insurance covers in the joint names of the Bank and the firm within the stipulated period of commencement:
 - Transit, storage, erection and commissioning policy for the full contract amount.
 - Workmen compensation policy for the workmen employed at site.

I/We hereby declare that I/we have read and understood the above instructions for the guidance of tenderer.

Safety Code

- 14

The Conditions Hereinbefore Referred To

In constructing these conditions, the specification, schedule of quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where subject or context otherwise requires.

a) "Employer" Shall mean the Union Bank of India and shall include its assignees and Successors.

b) "Contractor" "Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.

c) "Consultant" Prima Arch, having registered office at Cherthala appointed by bank which expression shall wherever the context so admits include its successors and assignees.

d) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.

e) "This Contract" Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.

f) "Notice in writing" Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally 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.

g) "Act of Insolvency" Shall mean any Act of Insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.

h) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that item a similar percentage or proportionate sum provided always that in determining the Percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

i) "The work" Shall mean DG set Installation work for the Bank's Building Powai, Mumbai. Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice versa where the con text requires.

General conditions of Contract

1. Scope of Contract: The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's /Consultant Engineer. The Bank's/Consultant Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's/Consultant Engineer's instruction in regard to"

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material there forth.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under clause 19 hereof.

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's/Consultant Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank's/Consultant Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

The contractor vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

The Contract shall be executed in triplicate and the Bank's/Consultant Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor on the signing hereof shall be furnished free of cost one copy of each of the said Drawings and of specifications and one copy of all further Drawings issued during the progress of the works. Any further copies of such Drawings required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings on the works and Bank's/Consultant Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank's/Consultant Engineer all Drawings and Specifications.

The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer , who shall decide which is to be followed.

2.Authorities, Notice and patents: The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall before making any variations from the Drawings or Specifications that may be necessitated by so confirming, give to the architect /consultant written notice, specifying the variation proposed to be made and the reason for

making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or byelaws in question, and any variation so necessitated shall be dealt with as per the terms of contract.

The contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

3. Setting out of work: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's/Consultant Engineer.

4 Materials and Workmanship to conform to description: All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.

5 Contractor's superintendence and representative on the works: The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's/Consultant Engineer to such representative shall be held to be given to the Contractor.

6. Dismissal of workmen:

The Contractor shall on the request of the Bank's/Consultant Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's/Consultant Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

7. Access to works:

The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

8. Engineer-in-charge (Tech.):

The term "Engineer-in-charge" (Tech) shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Engineer-in-charge (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

The Engineer-in-charge (Tech.), or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will from time to time be examined by Engineer-in-charge (Tech.) but such examination shall not in any way, exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's/Consultant Engineer.

9. Assignments and Subletting:

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 thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

No alteration, omission or variation shall vitiate this contract but in case the Bank's/Consultant Engineer thinks proper at any time during the progress of the work to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of contract and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

10. Schedule of Quantities:

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

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

11. Sufficiency of Schedule of Quantities:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

The quantities indicated are estimated quantities. The quantities to be procured as per actual site requirement

12. Measurement of works:

The Bank's/Consultant Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's/Consultant Engineer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications. The Contractor or his Agent may at the time of measurement take such notes and measurement as he may require. All authorised extra works, omissions and all variations

13. Prices for extra:

The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been giving in writing. No claim, for an extra shall be allowed unless it shall have been executed with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions.

(i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.

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

(iii) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof. Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid Or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's/Consultant engineer, the net rate of price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's/Consultant Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in earlier case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed. The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix

14 Unfixed materials when taken into account to be the property of the Employer:

Where in any certificates (of which the Contractor has received payment) the Bank's Engineer has included the value of any unfixed materials included for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of or damage to, such materials.

15. Removal of improper work:

The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's/Consultant Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed, with materials or workmanship not in accordance with the drawings & his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be born by the Contractor, or

may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

16. Defects after virtual completion:

Any defect, shrinkage, settlement or other fault which may appear within the “Defects Liability Period” stated in the Appendix hereto, or if none stated then within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank’s/Consultant Engineer’s certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in the lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover the balance from the contractor, together with any expenses the employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor. The contractor shall remain liable under the provisions of the clause notwithstanding the signing of any certificate or the passing of any accounts by the Employer.

17. Certificate of virtual completion and defects liability period:

The works shall not be considered as completed until the Bank’s /Consultant Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of acceptance test described in price schedule item 1 (J)

18. Nominated Sub-Contractor:

All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors. No nominated sub-contractors shall be employed on or in connection with the works against the contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.

b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen’s compensation Act in force.

c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer’s Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

19 Other persons employed by the Employer:

The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not be responsible for any damage or delay which may happen to or occasioned by such work.

20. Insurance in respect of damage to person and property:

The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, footpaths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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 to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during construction/erection/commissioning of the said contract work at site. The value of third party liability for compensation for loss of human life or full/partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising there from.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising of accruing from or in respect of any such claims or damage from any or all sums due or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof.

The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insure until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for the premium with the employer within twenty-one days from the commencement of the works. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer 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 the 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 fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

21 Date of commencement and completion:

The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

22 Damages for non-completion:

If the Contractor fails to complete the works by the date stated in the Appendix, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

23 Delay and extension of time:

If in the opinion of the Employer the works be delayed (a) by force major or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

24. Contractor's failure to comply with Employers instruction:

If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from

the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

25 Termination of Contract by the Employer:

If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions or the court and the Official Assignee or the Liquidator in such acts of insolvency or 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 Architect that he is able to carry out and fulfill the Contract and to given security therefore, if so required by the Architect.

Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process or court attaching property to be issued against the Contractor.

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

Or shall assign to sublet this Contract without the consent in writing of the Employer first had and obtained.

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

- a) Has abandoned the Contract, or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or
- c) Has failed to proceed with the work 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
- d) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's /Consultant Engineer under these conditions' or
- e) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plants, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matte or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank shall give a notice in writing to the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as

the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with terms of contract.

26. Certificates and payments:

The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's/Consultant Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when all the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relive the Contractor from his liability nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

The following terms of payment only are applicable for the work.

- ***No advance payment / mobilization advance will be made.***
- ***75% of the material value (invoice value) after delivery of the durable / non-fragile materials at site.***
- ***15% on successful installation, testing and commissioning of the units.***
- ***10% on submission of Performance Bank Guarantee valid till the completion of the defects liability period of one year or equivalent retention amount for a period of one year..***

27. Settlement of disputes by Arbitration:

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after there completion and whatever before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the expected matters shall be final and without appeal. But if either the Contractor be any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

The arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise revise any certificate, opinion, decision, requisition or notice, save in regard to the

excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the decision of the arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitrator within the meaning of the Indian Arbitrator and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

28. Right of technical scrutiny of final bill

The Employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc. to be made at the time of payment of the final bill. If as a result of this examination of otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.

29. Employer entitled to cover compensation paid to workman

If, for any reason, the Employer is obliged, by 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 Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

30. Abandonment of works:

If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not requires 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 other-wise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

31. Return of surplus materials

Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licences issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank laying due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the even of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licences or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason or such breach.

32. Right of employer to terminate contract in the event of death of Contractor or individual.

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

Additional Conditions of Contract

General Instructions to Contract

1	Inspection of sites: The contractor shall visit and examine the site and satisfy as to the nature and correct dimensions of work and facilities for obtaining material and shall obtain generally his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the ground of insufficient description will be allowed. All expenses incurred by the contractors in connection with obtaining information for submitting this tender including his visit to site and efforts in compiling the tender shall be borne by the tenderer ad no claims for reimbursement thereof shall be entertained.
2	Safety Regulations: The contractor shall take all the necessary precautions while working and to safeguard adjacent property, Bank's property, Bank's employees, and traffic persons
3	Compliance to local laws: The contractor shall conform to the provisions of any Act of the Legislature relating to the work and to the Regulation of Bye Laws of any authority. He shall also obtain the permission of the Municipality or any other Authorities if required under the existing rules.
4	Site cleaning: All the rates quoted are inclusive of removal of rubbish / debris collected during the progress of work, rejected material and clearance of site before and after the work is completed. Not more than one truckload shall be stored that to for not more than 3 days. The contractor shall arrange to remove the same immediately. If the contractor is failing to remove the same and the expenses shall be recovered from the contractor and he will not dispute for the expenses so incurred.
5	Vouchers / bills: Contractor shall upon the request of the Bank furnish bills, invoices, accounts, receipts and other vouchers for all materials brought on site to prove that the material purchased are as mentioned in the specification.
6	Contractor's responsibility: The work will from time to time be examined by Bank's Architect / Engineer, but such examination shall not in any way exonerate the contractor from the obligation to remedying any defects which may be observed at any stage of the work or after the same is completed.

7	Dismissal from work: The contractor shall upon the written request of the Bank's Architect / Engineer immediately dismiss from the work any person employed by him thereon, who may in the opinion of the authority be incompetent or misconduct himself and such person shall not be again employed on the work, without the permission of the bank.
8	Order of work, etc.: Bank reserves the right to fix the order in which the various items of work involved are to be executed. However, the contractor shall be responsible for the completion of the entire job within the item limit specified failing which liquidated damages as mentioned in clause No.49 shall be recovered from the contractor.
9	Commencement of work: The work must be started within 10 days upon accepting the work order and the programme for carrying out the various jobs shall be drawn out in consultation with the Bank's Architect / Engineer. Adequate labour force shall be provided to complete the work within the specified period. Proper security aspects should be taken care of by adequate vigilance in view of the importance of the building. Default in compliance with the programme so finalized shall entail operation of liquidated damages as stated.
10	Subletting the work: The contractor shall not directly or indirectly sublet the work to other party without written permission from the bank.
11	Quantities of works are provisional: The quantities mentioned in schedule are provisional and likely to increase / decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit / business shall be entertained on this account
12	Distribution of work: The Bank reserve the right to distribute the work for which quotation have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the bank.
13	Third party damage: The contractor shall be responsible for all injury to persons, animals, building, building structure, any damage to road, streets, footpaths and shall rectify it at its own cost.
14	Insurance cover: All the workers of the contractor as well as his sub-contractor must be properly covered by an Insurance Policy under Workman's Compensation Act and Fatal Accidents Act. The contractor at his own expenses arrange to effect and maintain until the virtual completion of the contract, insurance policy in the joint name of the Bank and the contractor against this risk to be retained by the Bank until the virtual completion of the work, and indemnify the Bank from all the liabilities arising out of such events. In case of delay, contractor shall arrange to extend insurance policy till work is completed.
15	Delay & Extension of time: All the work should be completed within the specified period in the tender. If the work is delayed due to the reasons beyond the control of the contractor, he should applying to the Bank explaining, therein the reasons for such delays, immediately and if in the opinion of Bank's authorities the delay is justified, the contractor shall be granted extension in time limit.
16	Certificate of virtual completion: As soon as the work is completed, the contractor shall inform in writing such completion to the Bank's Architect / Engineer who will inspect the work and if satisfied will issue the certificate that the work has been virtually completed and the defects liability period shall commence from the

	date of such certificate.
17	Defect liability period: The defects or other faults which may appear during the defect liability period which is 12 months after the virtual completion of the work, arising in the opinion of the bank due to inferior quality of material or bad workmanship not in accordance with the contract, contractor shall make good at his own cost within a reasonable time. In case of default, Bank may employ and pay other agencies to amend and make good such defects and all expenses / damages / losses shall be recoverable by Bank or may be deducted from any money due to the contractor
18	Arrangement of work: The contractor shall organize the work in such a way that the office users or the nearby public area put to no hardships and the working of the office is not affected. The contractor shall take adequate care during the progress of work to protect the office property like stationery, furniture, etc. In case of any damage, the same shall be made good by the contractor. Contractor is agreed to work after office hours for which no extra cost shall be considered.
19.	Extra charges: It must be clearly understood that all the conditions of contracts are intended to be strictly enforced and that no extra charges in respect of extra work will be allowed unless they are clearly outside the spirit and meaning of the condition and unless such work shall have been ordered in writing.
20.	Protection of material and work: The contractor shall be responsible for storing and watching his own material and protecting the work at his own cost. The contractor and his worker will be allowed to use lift after office hours. However, no paint drums or heavy bag of cement / paint will be allowed to be taken into the lift. Any damage / spoiling of lift / floor / dado caused during such act will have to be made good by the contractor at his own expenditure.
21.	Water supply: The contractor shall make his own arrangement for water required for the work. in case the water is available and supplied by the Bank, the charges for the same shall be recovered at the rate of 1% of value of the work executed. In case water supplied by the Bank, the contractor shall make his own arrangement for the storage, pipeline from point of tape of to the required location.
22.	Electric supply: Electricity will be supplied by the Bank, the contractor shall make his own arrangement for providing points, wires lines, extension board wherever it is required in the premises, in and out.
23	Approval of samples: The contractor shall furnish well in time before work commence at his own cost, colour samples, samples of material or workmanship that may be called by Bank's Architect / Engineer for approval. Rates quoted shall cover for such preliminary work.
24	Workmanship: The work-involved calls for a high standard of workmanship combined with speed. All the glass panes, door handles / hinges, electric fitting, fans, furniture records, floors etc. are to be thoroughly cleaned after work is completed. Any damage to the flooring, tiles, dado, paneling or any other part of the building, etc. shall be made good at the cost of the contractor to the entire satisfaction of the Bank. Contractor shall make all arrangements for shifting of furniture / records and keeping the same in its original position after he finishes the work on daily basis. The contractor at his own cost shall provide brown paper, polythene, tarpaulin etc. for protecting furniture / fixtures, paneling, electrical, fittings, records, etc.
25	Interpretation of documents / drawing: Except where otherwise provided in the

	contract all questions and disputes relating to the meaning of the specifications, design drawings and instructions herein before mentioned and as to the quality of workmanship or materials used for the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the competent authority of the Bank whose decision shall be final and binding on the contractor.
26	Provisional Item: If ordered by the Bank, contractor shall be required to carry out provisional items at the same conditions and rates as applicable for this contract.
27	Measurements of all concealed items: Measurements of all concealed items of work and extra item if any, shall be got recorded by the Bank's Architect / Engineer before they are checked up.
28.	Measurements: All measurement tapes shall be of steel and all scaffolding and ladders that may be required for taking measurements shall be supplied by the contractor.
29.	Cleaning during the work: The rates quoted shall include cleaning of ceiling roses, electric switches, boards, window panes etc. after the repairing leaving the site neat and tidy from time to time.
30.	Complying I.S. specification: Unless otherwise mentioned in the contract, the latest Indian Standard Code for material specifications, method of work, mode of measurements shall be followed. The payment shall be made on the basis of actual measurement of work done to be submitted along with bill
31	Rate to include: The rates quoted by the contractor shall cover for work at any height in the premises for all finished items under this contract. The rate quoted shall be inclusive of all material cost, wastage, labour, loading, profit, taxes if any, scaffolding, transport, supervision, spot light arrangement and any other means to complete the job. Octroi, sales tax, works contract tax or any other taxes present or future to be included in the rates so quoted. If there is a change in the tax structure / duties as per State / Central Govt. order after opening of tender, the Bank shall reimburse difference in tax as per actual.
32	Price Fluctuation: The rates quoted by the contractor shall be firm throughout the currency of contract (including extension of time if any granted) and will not be subject to any fluctuation due to variation in the cost of material or labour.
33	The successful tenderer if called upon to do so, shall obtain a letter from the approved trade manufacturer whose product is used, if found necessary by the Bank confirming that the manufacturer shall provide all the technical assistance and supervision during the execution of the work at all such places as directed and the contractor shall bear the expenses, if any, for such supervision and technical assistance supplied by the trade manufacturer.
34.	Testing of materials: If at any point of time during the work, if Bank authorities desire to carry out the tests of certain materials, the contractor shall arrange for the same and submit the test report without any extra cost to the Bank.
35.	The contractor shall note that they should bring to the notice of the Architect / Engineer any breakage in glass window before starting work. However, if any glass

	window is found to be broken during the repairing work, the contractor at his own cost shall replace the same.
36.	Conditional tenders: Conditional tenders are liable to be rejected.
37	Rates of non-tendered items: The successful tenderer is bound to carry out any item of work necessary for the completion of the job even though such items are not included in schedule of quantities.
38.	Abandonment of work: If in any case the work required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period.
39.	The Bank reserves the right to accept / reject the lower or any or all tenders in part or in whole without assigning a reason thereof..
40.	Decision of the Bank shall be final and binding on any matter connected with the work. The matter of any dispute shall be decided after mutual discussions based on the terms and conditions of this contract. However, if the matter can not be resolved then the same shall be referred to the respected, qualified person in the field agreed to both the parties and his opinion shall be binding on both the parties. However, this is pre-course to any legal action in this regard.
41.	Incomplete quotation: Incomplete quotations shall be summarily rejected
42.	Payments: The contractor shall be paid by the Bank from time to time under interim payment on account of works executed and when the value of work equal to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this contract.
43.	When the work has been virtually completed and Bank's Architects / Engineer has certified in writing that the work has been completed on the basis of detailed measurements and has made a final scrutiny and that there is no dispute items, rates, ad quantities, the contractor shall be entitled to the payment of the final bill in accordance with the final certificate which will be honored within the period specified in the Appendix as period of honouring final certificate.
44.	The contractor shall be paid by the Bank within the period named in Appendix (period of honouring certificate) after such certificate has been delivered to the employer by the Bank's Architect / Engineer. Bank's Architect / Engineer has power to withhold any certificate in the work or any part thereof are not carried out to his satisfaction or the contractor fails to show the desired progress or fails to follow the instructions given or in case of breach of this contract.
45.	Earnest Money Deposit of successful tenderer shall be treated as security deposit. The contractor should pay this amount to the Bank by DD or PO at the time of submission of tender. This amount shall be retained by the Bank till the work is virtually completed and all amounts relating thereto settled. Second part of security deposit shall be built through the retentions from interim and final bills of the contractor and the amount of retention shall be as stated in the Appendix.
46.	When the certificate of the virtual completion is issued to the contractor the security deposit in the form of EMD and 50% of retention money shall be refunded, provided that the contractor has fulfilled all the conditions of contract and further provided that the employer has no claim for forfeiture of part or whole of the said deposit. The balance 50% of the retention money built up through retention from interim and final bills will be returned to the contractor after the expiry of defect liability

	period, subject to deductions for any appropriations thereof required to be made by the Bank as per conditions of the contract. The contractor should note that no interest would be allowed on his security deposit. All the payments towards retention money / Security Deposit shall be against submission of Bank Gurantee.
47.	The contractor is requested to sign each page of the quotation and put rubber stamp, seal below his signature and seal the quotation in an envelope.
48.	Liquidated damages: If the contractor fails to maintain the required progress or to complete the work and clear the site or before the contract or extended date period of completion, he shall without prejudice to any other right, pay as agreed compensation amount of 1% of contract amount per week of delay subject to maximum of 10% of contract amount as liquidated damages.
49.	Records & measurements: Measurements shall be taken jointly by Bank's Architect / Engineer and contractor and shall without extra charges provide assistance with appliance, labour and other things necessary for the work and measurements will be signed and dated by both the parties on completion of measurements.
50.	Safety measures: The contractor at his own cost shall provide tarpaulins on the external side of the building at the time of breaking plaster etc. to safeguard adjacent property, Bank's property, employees, traffic, etc. The contractor shall follow all the safety measures while carrying out the work. Employer that is Bank shall not be liable for any compensation due to accident, any mishap or negligence.
51.	If there is delay in commencement of work for any reason, the employer that is Bank shall not be liable for any compensation.
52.	If at any point of time during the progress, it is observed that the contractor is not progressing the work with due diligence, care and lagging much behind the schedule or fails to gear up the work despite instructions from Bank's Architects, the employer (Bank) reserves the right to terminate the contract with 7 days notice. In such case, the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages. In case of such termination the security deposit held by the Bank will be forfeited
53.	Although the number of coats of paints / polishing / white washing are specified the contractor will have to additional coats if the surface is not to the satisfaction of the Bank's Architect / Engineer and there shall be no extra payment on account of such coats
54.	First Aid: The contractor shall be responsible for all first aid and he shall keep the site fully equipped to meet such emergency.
55.	All work shall be carried out in a workman-like manner to the entire satisfaction of the Architect / Engineers.
56.	Contractor shall follow all rules / regulations in force and should possess the license for employing labour and also follow all safety measures, labour bye law and shall be responsible for any lapse.
57.	Transfer of Tender Documents: Transfer of tender documents purchased by one intending tenderer to another is not permissible.

58.	Safety: The contractor shall carry out the entire work in a workman like manner having full regard for the safety of the men working at site. All safe practices shall be strictly adhered to by the workmen of the contractor like wearing helmets, safety belts when working at heights, gloves when handling sharp objects and reinforcement, eye shields during welding, safety shoes, etc. The contractor shall protect sides of openings in floor slabs, edges of slabs, stairs, stairwells etc. with barricades, warning signs / lights and educate all his workmen regarding following safe working practices. He shall provide first aid boxes at site.
59.	In spite of following safe methods, in case of any unfortunate accident, the contractor shall indemnify the employer against any expenses or claims towards treatment or compensation.
60.	A Daily Diary Register: A daily diary register (with cement and steel stock statement) will be kept in the Engineer's Office or the site office. The contractor or his representative will furnish every day at 10.30 hrs. details of work for the day proceeding and the diary will be written up every day and jointly signed by the Engineer and the Contractor or their representatives in token of its correctness.
61.	Nuisance: The contractor shall not any time do cause or permit anyone to do or cause any nuisance on the site or do anything which shall cause unnecessary disturbance of inconvenience to the Employer or to the owners, tenants or occupiers of other properties near the site and to the public generally.
62.	Rights, remedies and powers:
	l) Termination of contract due to contractor's default. If the contractor:
	a. Abandon the contract.
	b. At any time defaults in proceedings with the works with due diligence and continues to do so after a notice in writing of seven days from the Engineer or Project Architect or Employer, or
	c. Commits default in complying with any of the terms and conditions of the contract and does not remedy it within 7 days after a notice in writing is given to him in that behalf of the Engineer or Project Architect or Employer.
	d. Persistently disregards the instructions of the Engineer, Project Architect or contravenes any provision of the contract, or
	e. Fails to remove materials from the site or to pull down and replace work after receiving from the Engineer, Project Architect notice to the effect that the said materials or works have been rejected.
	f. Fails to complete the works or items of work on or before the stipulated date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer, or Project Architect of Employer, or
	g. Offer or gives or agrees to give to any person in the Employer's service or to any other person on this behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do so for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Employer, or
	h. Shall enter into a contract with the Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Employer / Engineer, or
	i. Shall obtain a contract with the Employer as a result of ring tendering or other non-bonafide methods of competitive tendency, or
	j. Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his

	estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or support so to do, or any application be made under any Insolvency Act for the time being in force for the sequestration of his estates or if a trust deed be executed by him for benefit of his creditors, or
	k. Being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager, or
	l. Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or
	m. Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works, or any portion thereof without the prior written approval of the employer.
	n. The Bank may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter as the Employer by written notice determine the contract either as a whole or in part.
	II) Upon such determination of the contract in whole or in part, the security deposit with the Employer in respect of the contract shall stand forfeited to the Employer without in any way effecting the rights of the Employer.
	III) Rights of the employer after determination of the contract due to contractor's default.
	The Engineer shall on such determination have powers to:
	a. Take possession of the site and any materials equipment, plant, implements stores etc. thereon, and / or
	b. Carry out the incomplete work by any means at the risk and cost of the contractor.
	IV) On determination of the contract in full or in part, the Engineer shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the contractor for the value of the work executed by him upto the time of cancellation or the value of contractor's materials to be present so as to record the measurements in his presence. If the contractor fails to be present in response to the notice, the recording of measurements shall be preceded with ex-parte and the measurements as recorded shall be binding the contractor.
	V) The Bank shall have the right to use contractor's plant, machinery and materials on the balance work but shall not in any way be responsible for any damage or loss of the same and the contractor shall not be entitled to any compensation thereof.

APPENDIX HEREIN REFERRED

1	Defects liability Period	12 months from the date of issue of virtual completion certificate i.e. date of acceptance test.
2	Period of final measurement	60 days from the date of final commissioning.
3	Date of commencement	10 days from the date of commencement.
4	Date of completion	_____ days from the date of commencement.
5	Liquidated Damages	1 % of the total contract value per week of delay subject to a maximum of 10 %
6	Value of work for interim Certificate	Rs. 05 lacs per bill
7	Retention Percentage	8%
8	Total Security Deposit (E.M.D. plus Retention money)	10% of contract amount to be released only after expiry of defect liability period, in case no defect found or rectified satisfactorily. However, this amount can be released against Bank Guarantee acceptable to the Bank.
9.	Initial Security Deposit	The initial security deposit shall be 2% of the tender amount including E.M.D. of ₹. _____/- by way of pay order.
9	Period of honouring interim certificate	One month
10	Period of honouring final certificate	90 days
11	Defect Liability Period	12 months from the date of handing over of the installation.

Signature of Contractor

Technical Specifications

Tender for Supply, Installation, Testing & Commissioning of Air-cooled Ductable Air-conditioning Units at Union Bank of India Regional Office Kottayam

The specifications as may be relevant to the items in the schedule of quantities and rates (Price Bid) shall be applicable.

1. The system shall be designed, manufactured and tested in accordance with the latest Indian standards, unless specifically mentioned in this tender document.
2. Safe access for maintenance and removal of all mechanical and electrical parts shall be ensured. All parts requiring replacement, inspection or lubrication shall be easily accessible.
3. Air cooled Ductable air-conditioning unit:
Air-cooled Ductable air-conditioning unit shall be factory assembled, wired and tested. It shall comprise of the indoor unit as detailed below:
 - (i) Compressor shall be Semi Hermetic/scroll type with high EFR suitable for operation on three or single-phase AC supply.
 - (ii) Evaporator blower shall be centrifugal type with double inlet and double width configuration. The blades shall be forward curved and designed for noise free operation. The blower shall develop a static pressure of 36mm WG. The blower motor shall be with TEFC squirrel cage induction motor.
 - (iii) Cooling coil shall be of extended fin and tube type. The aluminum fins shall be corrugated and firmly bounded to copper tubes of the spacing of 13 fins per inch.
4. Clean Air
To provide special synthetic woven filters which can remove fine dust particles to clean air all the time. The filters should be easily removable and washable.
5. Energy Efficiency
The equipment should have sophisticated components such as highly efficient compressor, internally grooved crosshatched copper tube coil with matched circuitry and a microprocessor controller to result in low power consumption.
6. Humidity Control
The evaporator coil should be highly efficient to keep the room humidity within the desired comfort range. Fine-tuning of humidity beyond this range can be provided as an option.
7. Power Saving
The microprocessor controller should switch off the Condensor fan when the compressor cuts off, thereby saving power.
8. Motor Protection
The compressor motor should be protected from single phasing, under load, phase reversal and phase imbalances to increase the compressor life by a unique motor protection device.
9. Precise Control
For precise control on temperature, the system should have electronic temperature sensor then conventional thermostat.
10. Programmable operations
A feature of real time clock to enable programming of operations.
11. Fault Diagnostics
The microprocessor controller, which displays trip conditions enabling quicker identification of the fault and faster remedial action.
12. Auto Re-Start
To ensure automatic restart of the unit on the event as soon as power is restored.
13. Anti-Recycle Timer
The microprocessor controller should start the compressor after a set delay, thereby enhancing its life.
14. Electrical Work

- (i) The indoor unit should comprise of MCB, isolators, single-phase preventor, starters, on/off switch having indicating lamps and microprocessor-based controller.
 - (ii) Necessary power and control copper armoured cables for interconnections, control wiring shall be provided.
 - (iii) Necessary & gauge copper earthing shall be provided.
 - (iv) The main incoming power switch shall be provided near the unit by the customer. The vendor shall provide electrical cabling between main incoming and electrical panel.
 - (v) In case of fire, through a fire alarm signal (to be provided by others), the unit shall stop and the fire damper should be closed.
15. Interlocking
Interlocking of the system with Condensor unit, LP/HP switch, temperature controller, oil pressure switch shall be provided.
16. Testing & Commissioning of the AC System.
- (i) Megger test shall be conducted on all the motors & wirings for proper insulation. Also the earthing shall be tested. The result noted shall be handed over to the Engineer / Architect for approval.
 - (ii) A check shall be carried out to see if the blowers & fans of the units are properly balanced to avoid unnecessary vibrations.
 - (iii) After ensuring that the refrigerant circuits are complete, the high side equipment & piping shall be subjected to a pressure of 350 psi. & the low side to 150 psi. The standing pressure test shall be conducted for 24 hours. The reading noted shall be submitted for approval of the Engineer / Architect.
- After successful completion of the pressure, the system shall be evacuated by using a two-stage rotary vacuum pump upto 0.3" of Hg & maintained for a period of 24 hours. Compound gauges of McLeod or Pirani or electronic vacuum gauges shall be used to measure the vacuum (system absolute pressure) in microns. At the end of 24 hours the vacuum should not exceed 0.1" Hg.
17. System Capacity Test:
The vendor shall give 2 consecutive days test of 48 hours, during which readings of Room DBT, Room WBT, Outside Air DBT & WBT, Unit suction & discharge pressure, compressor current consumption per phase shall be taken at every one hour interval and shall be noted in a log sheet which shall be maintained in the presence of the representative of the Engineer / Architect.

Three sets of, as built drawing shall be submitted at the time of handing over of the system.

BASIS OF DESIGN:

Sr. No.	DESCRIPTION OF PARAMETER	
1.	Area under Proposed A. C. System	
2.	Height upto Main slab from F. F.	
3.	Height upto false ceiling	
4.	Lighting Load	
5.	Equipment Load	
6.	Occupancy	
7.	Fresh Air	
8.	No. of Hours operations / day	
9.	Working days	
10.	Inside Design Conditions	
11.	Outside Design Conditions	
12.	Constructional Details	
13.	Assumption	

BRIEF DESCRIPTION OF THE PROPOSED A. C. SYSTEM:

Based on the Design Data under Basis of Design necessary Heat loads have been computed as under;

PROPOSED SYSTEM: D/X Type Air-cooled Ductable AC Units

Floor	Refrigeration Load	Proposed AC System	Dehumidified Air
			_____ CFM

BRIEF DESCRIPTION:

The scroll compressors for _____ TR (D) will be installed having following advantages;

- a) Higher energy efficiency
- b) Lower wear and tear of movable parts increasing the life.
- c) Lesser No. of refrigerant circuits leading to lower pressure drops resulting in higher efficiency.
- d) In case of abnormal lengths of the ref. piping lower rate of de-rating is achieved.
- e) Re-sizing of Ref. Piping for the high lengths is restricted.

In order to cater for the above-mentioned Heat load parameters in an efficient manner, it is proposed to install, multi nos. Packaged & Ductable Split type air-cooled air-conditioning units of ceiling suspension type. All Ductable indoor units will be installed above the false ceiling area.

As far as the outdoor units are concerned, all machines shall be installed on the out side of the premises on 'L' Type / 'Table' type bracket stands. The refrigerant piping interconnecting the Indoor & outdoor units shall be routed to have a compact layout by having shortest possible suitable route.

Necessary Drain piping of suitable size will be provided inter connecting the Indoor units and the drain points located inside the proposed Toilet blocks for efficient drainage.

Air Distribution system shall comprise of suitably designed G. I. Square / Round ducts along with the outlets & grilles for supply & return air accessories such as the collar dampers, Acoustical / Thermal insulation of the ducting will be provided for better efficiency and uniform level of cooling.

Comprehensive Maintenance:

Comprehensive maintenance shall include all maintenance required for the Air-cooled Ductable Air-conditioner including repair and replacement of parts / spares like compressor, fan motor, filters and electrical parts such as MCB, contactors, thermostat, relays, temperature indicators (analog & digital) and microprocessor controller.

Comprehensive maintenance shall consist of following:

- a. Routine maintenance
- b. Servicing
- c. Breakdown maintenance
- d. Repair and replacement of parts.

a. Routine maintenance:

The contractor will regularly examine, lubricate and adjust the equipment to carry out in planned maintenance in a systematic and controlled manner using their techniques, original spares and expertise and as recommended for Air-cooled Ductable Air-conditioner by the OEM. The frequency of routine maintenance will be monthly. If required, the frequency of routine maintenance shall be increased. Manpower as necessary shall be deputed to carry out routine maintenance as per schedule.

In case, any discrepancy is observed in between two subsequent routine maintenance, the same shall be immediately reported to the Engineer / Architect of the bank and these defects shall be rectified within 8 hours after reporting. In addition to above, the checklist for routine maintenance should be produced before the Engineer / Architect to cross check the checklist report.

The contractor without any extra payment shall supply the necessary spares for routine maintenance.

b. Servicing:

Servicing of Air-cooled Ductable Air-conditioner and all its accessories like evaporator coil, condensers, filters, gas charging, rewinding of motors & fan motors shall be carried out using techniques, spares and expertise as recommended by the OEM. Any additional servicing necessary for achieving efficient operation of the units at all times shall also be carried out free of cost. The tenderer at no extra payment shall supply the necessary spares required for servicing.

The following shall also include in servicing for a smooth and safe functioning of the plant: -

i) Chemical treatment of the pipes, evaporator & condensers.

c. Break down Maintenance

Whenever, any complaint is given to the contractor to rectify any breakdown on any of the units, it shall be responded within shortest possible time but not later than one hour.

d. Repair and Replacement of Parts:

During routine maintenance, half yearly and annual servicing and other breakdown maintenance, the contractor shall replace/repair component/ equipment/parts pertaining to the Air-cooled Ductable Air-conditioner necessary for smooth and safe functioning of the plants at no extra cost.

Manpower

Sufficient number of highly skilled technicians & mechanics having sufficient experience in the operation & maintenance of Air-cooled Ductable Air-conditioner shall be deputed in addition to the manpower required for attending breakdowns.

Penalty

The penalty shall be imposed and recovered from the bills, if the contractor failed to address the above maintenance routines, any discrepancies stated above.

Other conditions:

1. The contractor shall ensure smooth functioning of the Air-cooled Ductable Air-conditioner. Compressors and other allied accessories shall be subjected to necessary preventive maintenance check along with all mechanical equipment.
2. Offer shall include the comprehensive maintenance of all machineries & equipment involved (electrical & mechanical items both) of the Air-cooled Ductable Air-conditioner.
3. A log card/sheet for the Air-cooled Ductable Air-conditioner shall be maintained in the machine room wherein all details of breakdown and preventive maintenance shall be clearly and legibly logged and signature of the concerned officer on it should be obtained.
4. During any special function / program at Bank, a skilled mechanic shall be deputed at site to attend to any call back. Such function / program will be informed to the tenderer with sufficient time in advance.
5. Before effecting regular servicing and maintenance of plants under contract, advance intimation shall be given to concerned officer. Servicing and routine maintenance done without information is liable to be treated as null and void and charges towards the same shall not be paid.

6. The contractor shall indicate in their offer, the details of telephone numbers, which shall be available for 24 hours on all the days. Moreover, tenderer shall ensure that the breakdown calls on holidays and after office hours are attended.
7. The contractor shall provide necessary uniforms, safety protection gears, tools as required by the nature of work to maintenance personnel.
8. The comprehensive maintenance contract shall be for 5 years reckoned from the date after the free maintenance period or warranty period is over, which shall be intimated, in writing.
9. Rates quoted for comprehensive maintenance shall be paid once in a year after satisfactory completion of the same and on production of his bill in quadruplicate to the concerned officer.

APPROVED LIST OF ELECTRICAL MATERIAL

Description	Brand
11 KV CIRCUIT BREAKER PANEL	ABB / SEIMENS / AREVA
11 KV / 0.4 KV TRANSFORMERS	CROMPTON / KIRLOSKER / AREVA / SEIMENS
BATTERY CHARGING PANEL	KELTRON / NELCO
BATTERIES	EXIDE / AMCO / STANDARD / PANASONIC
11 KV Isolator and D O Fuses	AMEI / ELLPRO / STERLING
Capacitor	L & T / DUCATI / EPCOS
APFC relay	L & T KHATAU / DUCATI / SYNTRON
M.C.B. / RCCB / RCBO	LEXIC / HAGER / ABB / MDS
Distribution Boards	LEXIC / HAGER / ABB / MDS
Switch Fuse Units With HRC fuses	GE / L&T / ABB
Moulded Case Circuit Breaker (MCCB)	ABB (T max) / L & T (D sine) / SIEMENS
Air Circuit Breakers	ABB (EMEX/L&T(C POWER) / SIEMENS
Current Transformer / Meters / Voltage Transformers / Relays / Starters / Contactors / Selector Switch / Indicating Lamps	L & T / SIEMENS / AUTOMATIC ELECTRIC / CONTROL & SWITCH GEARS / ABB
Change Over Switches	GE / L&T / HH ELCON / HAVELLS
Cable Glands and Sockets	SIEMENS / JAINSON / COMET
PVC insulated Copper conductor wires	FINOLEX / RR / POLYCAB
Telephone Wires and cables	FINOLEX / (RPG/BIRLA ERRICSON POLYCAB
Television Coaxial cable	FINOLEX / RR /RPG / L&T
PVC / XLPE Insulated 11 KV / 1.1 KV Cables	UNIVERSAL /FORT CLOSTER / NICCO / FINOLEX/POLYCAB
Switches and Sockets outlets (Conventional piano type)	ANCHOR
Switches and Sockets outlets (Modular type)	LK Fuga / MK / MDS-MOSAIC
Industrial outlet	LEXIC / HAGER / ABB
MIS Conduits and Accessories	B.E.C./AKG/MK
PVC Conduits and accessories	AKG/BEC/CAP/SEIKO / PRECISION
Fluorescent Tube Fitting	PHILIPS /WIPRO
Incandescent Light Fitting	DECON/PHILIPS / BAJAJ / WIPRO
Hpmv/hpsv/ halogen Lamp	PHILIPS / WIPRO / BAJAJ / CROPTON GREAVES
Ceiling Fans / Exhaust Fans	CROMPTON / BAJAJ / USHA / KHAITAN
Floor / Wall Raceways to date	MK/ LK/ MDS
Computer networking - outlet	AMP/SYSTEMAX / LUCENT
Electronic Energy Meters	SECURE / L&T / ENERCON
UPS	EMERSON / POWERWARE / TATA LIBERT / DB ELECTRONICS
Ceiling Rose holders	ANCHOR
Buzzers/Bell Push bell	ANCHOR
MCB Distribution Board	MDS/LEGRAND/SIEMENS /HAGER
HRC Switch Fuse nits	SIEMENS ABB/GE/L&T
Cable Glands/Lugs	SIEMENS/DOWELLS
Electronic Regulator	MK/ANCHOR/ROMA/LEGRAND/MDS
Contractors	SIEMENS/L&T/ABB/SCHNIEDER
Geysers/water/heater	SPHERE HOT /RACOLD/USHA
AIR CONDITIONING UNIT (WINDOW / SPLIT / HIGH WALL / CEILING MOUNTED)	VOLTAS / BLUE STAR / CARRIER / HITACHI / DAIKIN

Technical Particulars to be furnished by the contractor

DATA SHEET

The vendor shall submit the following technical details of Air-cooled Ductable air-conditioner along with product catalogue:

1.	Compressor:	
a)	Type	
b)	Refrigerant	
c)	Capacity (Kcal/hr.)	
d)	Motor (Kw)	
e)	Power Connection (3ph/1ph)	
2.	Blower:	
a)	Make/Type	
b)	Air quantity (CFM)	
c)	Static Pressure (mm WG)	
d)	Blower Speed (rpm)	
e)	Static dynamic balancing (yes/no)	
f)	Blower motor (make/Kw)	
3.	Cooling Coil:	
a)	Make / Type	
b)	Face area	
c)	Face velocity	
d)	Tube diameter	
e)	No. of fins	
f)	No. of rows	
4.	Condensor:	
a)	Make / Type	
b)	Water Quantity	
c)	Face area	
d)	Tube diameter	
e)	Nos. of rows	
f)	Sub-cooling (degree)	

5. Dimensions	
a) Condensing Unit	
b) Evaporator Unit	
c) Refrigerant pipe size	



Support Services Department

**TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
AIR-COOLED DUCTABLE AIR-CONDITIONING UNITS AT UNION BANK
OF INDIA REGIONAL OFFICE KOTTAYAM**

PRICE BID



TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF AIR-COOLED DUCTABLE AIR-CONDITIONING UNITS AT UNION BANK OF INDIA REGIONAL OFFICE KOTTAYAM

Schedule of Quantities- Part II.

PRICE BID					
UNION BANK OF INDIA REGIONAL OFFICE KOTTAYAM					
AIRCONDITING					
No.	Description	Qty	Unit	Rate	Amount
<u>1</u>	<u>Supply ,Instalation testing and comisioningof 8.5 TR Aircooled Ductable split air conditioner with Scroll Compressor complete with indoor and out door unit with industrial socket</u>	<u>2</u>	<u>Nos</u>		
<u>2</u>	<u>Supply of Hi Wall Split Unit with indoor and outdoor units, remote controller of following capacity(for Manager Cabin).with necessary stabilizer,industrial socket and frames for installation making chasing for copper pipes,supply,insulation and installation of copper pipes,with all the necessary acessories for fixing and commissioning to suit the condition.</u>	-	-		
<u>(a)</u>	<u>1.0 TR</u>	<u>3</u>	<u>No</u>		
<u>(c)</u>	<u>2 TR</u>	<u>2</u>	<u>No</u>		
<u>3</u>	<u>Supply & installation of pair of Hard drawn copper refrigerant piping of various dia with insulation for</u>	-	-		
<u>a</u>	<u>8.5 TR</u>	-	-		
-	<u>Suction.</u>	<u>90</u>	<u>RM</u>		
<u>4</u>	<u>Supply & installation of control cabling between indoor and outdoor unit for Ductable Machine</u>	-	-		
-	<u>8.5 TR</u>	<u>80</u>	<u>Rm</u>		
<u>5</u>	<u>Supply & installation of Power cabling for outdoor unit for Ductable Machine</u>	-	-		
-	<u>8.5 TR</u>	<u>60</u>	<u>Rm</u>		
<u>6</u>	<u>Supply, installation, testing & commissioning of GSS Ducting with elbows ,turning vanes,gaskets, threaded rods angle flanges & Hitec supports in accordance with the approved drawings and specification.</u>	-	-		
<u>a</u>	<u>24 G</u>	<u>120</u>	<u>SQM</u>		
<u>b</u>	<u>22 G</u>	<u>110</u>	<u>SQM</u>		

<u>7</u>	<u>Supply & installation ,testing and commissioning of flexible canvas connection</u>	<u>3</u>	<u>No</u>		
<u>8</u>	<u>Supply & installation ,testing and commissioning Aluminium Powder Coated Slotted grille.</u>	-	-		
<u>(a)</u>	<u>supply Air Diffusers</u>	<u>4.5</u>	<u>SQM</u>		
<u>(b)</u>	<u>Return Air Diffusers</u>	<u>3.5</u>	<u>SQM</u>		
<u>9</u>	<u>SITC of Acoustic lining for supply air ducts</u>	<u>80</u>	<u>SQM</u>		
<u>10</u>	<u>Extruded Aluminium powder fresh ai grill with bird screen</u>	<u>4</u>	<u>No</u>		
<u>11</u>	<u>Supply & installation ,testing and commissioning MS Agnle pedestal structure for Outdoor unit support with enamel paint for DSA</u>	-	-		
<u>a</u>	<u>8.5 TR</u>	<u>1</u>	<u>No</u>		
<u>b</u>	<u>1 TR</u>	<u>3</u>	<u>Nos</u>		
<u>c</u>	<u>2 TR</u>	<u>2</u>	<u>Nos</u>		
<u>12</u>	<u>PVC Drain piping insulated with Nitrile rubber</u>	<u>150</u>	<u>Rm</u>		
<u>13</u>	<u>Supply of 4 KVA Stabilizer for split Unit</u>	<u>5</u>	<u>No.</u>		
<u>14</u>	<u>Installation testing commisioning of Hi wall Split Including 5 mtr copper piping and 5 Rmt control wiring</u>	<u>5</u>	<u>No.</u>		
<u>15</u>	<u>Supply & installation of pair of soft drawn copper refrigerant piping of various dia with insulation over and above 5.0 Rmt for split unit</u>	-	-		
<u>a</u>	<u>1.0 TR</u>	<u>50</u>	<u>RM</u>		
<u>b</u>	<u>2 TR</u>	<u>100</u>	<u>RM</u>		
	TOTAL				

Total Amount for Air-conditioning Work: - Rs.

[C]: Comprehensive Annual Maintenance Contract for five years: -
(After completion of defects liability period of one year)

Year	Amount
First Year	
Second Year	
Third Year	
Fourth Year	
Fifth Year	
TOTAL [C]: -	

TOTAL [A + B + C]: _____

Figure in words: _____

Rupees.

Signature of Contractor with seal

Place

Date

_____ Additions / _____overwriting / _____ corrections