



Support Services Dept., Architect Division,
Central Office, 2nd Floor, Union Bank Bhavan,
239, Vidhan Bhavan Marg, Nariman Point,
Mumbai- 400 021

Tel: 022- 2289 2165/66/67/68/69/70
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**APPOINTMENT OF CONTRACTOR FOR DESIGN, SUPPLY, INSTALLATION, TESTING &
COMMISSIONING OF SEWAGE TREATMENT PLANT (STP) INCLUDING OPERATION &
MAINTENANCE FOR FIVE YEARS AT CENTRAL OFFICE BUILDING, UNION BANK OF INDIA,
NARIMAN POINT, MUMBAI**

Union Bank of India intend to invite sealed tenders in three bid system (prequalification, technical/design bid and Price bid separately) from experienced contracting agencies for design, supply, installation, testing & commissioning of sewage treatment plant (STP) including O&M for five years at Central Office Building, Union Bank of India, Nariman Point, Mumbai. The estimated cost of work is Rs.15,00,000/-. The detailed information regarding, eligibility norms and tender document shall be available during aforesaid period at the Bank's website www.unionbankofindia.com and www.govtenders.nic.in. The last date for submission of tender is 09.01.2014 till 15.00 hrs.

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

DY.GENERAL MANAGER



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VOLUME - I

APPOINTMENT OF CONTRACTOR FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SEWAGE TREATMENT PLANT (STP) INCLUDING OPERATION & MAINTENANCE FOR FIVE YEARS AT CENTRAL OFFICE BUILDING, UNION BANK OF INDIA, NARIMAN POINT, MUMBAI

Name of the Contractor: _____



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NOTICE INVITING TENDER

To

M/s. _____

Dear Sir,

SUB: APPOINTMENT OF CONTRACTOR FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SEWAGE TREATMENT PLANT (STP) INCLUDING OPERATION & MAINTENANCE FOR FIVE YEARS AT CENTRAL OFFICE BUILDING, UNION BANK OF INDIA, NARIMAN POINT, MUMBAI

Union Bank of India invites sealed tenders in three bid system (prequalification, technical/DESIGN and Price Bid separately) from experienced firms for design, supply, installation, testing & commissioning of sewage treatment plant (STP) including O & M for five years at Central Office Building, Union Bank of India, Nariman Point, Mumbai as per following details:

Estimated Cost of the Work	: Rs.15,00,000/-
Earnest Money Deposit	: Rs.30,000/- by the way of pay order drawn in favour of Union Bank of India payable at Mumbai
Period of Completion	: 90 days
Validity of Tender	: 120 days
Date of Issue of Tender	: From 20.12.2013 up to 09.01.2014 during Office hours
Last date of submission of Tender	: Upto 15.00 p.m. on 09.01.2014
Date of Pre-bid Meeting	: 15.00 Hrs on 30.12.2013
Date & Time of opening the Technical Bid	: 15.30 Hrs on 09.01.2014

- 1) The tender document can be obtained from the office of the **Support Services Dept., Architect Division, Central Office, 2nd Floor, Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai- 400 021** on payment of Rs.500/- (non-refundable) in favour of Union Bank of India payable at Mumbai and should be submitted in original, duly stamped, and sealed in the same office.
- 2) Tenders will be opened in the presence of contracting agencies or their authorized representatives.
- 3) The tenders shall be submitted in three envelopes. **The envelope No. 1** shall be marked as "Pre-qualification Bid - STP AT CENTRAL OFFICE BUILDING, NARIMAN POINT, MUMBAI" and shall contain pre-qualification application and necessary documents / credentials, Vol-I, tender document and EMD.

The envelope No. 2 shall be marked as "Technical/Design Bid- STP AT CENTRAL OFFICE BUILDING, NARIMAN POINT, MUMBAI" and shall contain design of sewage treatment plant along with

specifications, technology offered, Bill of Quantities, make of the material/ machineries/equipments. No price to be quoted.

The envelope No. 3 shall be marked as "Price Bid - STP AT CENTRAL OFFICE BUILDING, NARIMAN POINT, MUMBAI".

- 4) **Envelope No. 1 & 2.** Will be opened first on the due date of opening. The designs submitted by all the participating agencies will be normalized and a common design will be prepared by the Bank, if required. The vendors successful in prequalification cum technical bid will be given a chance to amend / revise their Price Bids submitted already, if needed, so as to have comparison between the bids received.

Envelope No. 3 of the contractors will be opened at latter date who have complied with and successful in prequalification cum technical Bid.

- 5) Tenders are to be submitted in one sealed envelope cover enclosing therein the Envelope No. 1, Envelope No.2 & Envelope No.3 duly super scribed **"APPOINTMENT OF CONTRACTOR FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SEWAGE TREATMENT PLANT (STP) INCLUDING OPERATION & MAINTENANCE FOR FIVE YEARS AT CENTRAL OFFICE BUILDING, UNION BANK OF INDIA, NARIMAN POINT, MUMBAI"** and put in the Tender Box kept on at ***Support Services Dept., Central Office, 7th Floor, Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai- 400 021.***
- 6) The tenderer must use only the tender forms issued for the purpose to fill in the rates. Intimation of tender quoted by letter, telegrams / telex will not be acceptable.
- 7) Tenderers are advised not to make any alteration/modification in the tender documents, Item of work or in any respect whatsoever. Violation of this requirement will make the tender liable for rejection.
- 8) In case of postal delivery, the tenderer has to ensure that tender is reached before the due date and time. The bank will not be responsible for damage in the transit and delay of receipt of tender, if any or sent by a special messenger. Tender received late shall be rejected.
- 9) Every page of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General and Special Conditions of Contract, Specifications etc., as laid down. Any tender with any of the documents not so signed will be subjected to rejection.
- 10) No consideration will be given to a tender received after the time stipulated above and no extension will be allowed for submission of the tender.
- 11) The Union Bank of India shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- 12) This notice inviting tenders, the conditions of tender and the duly completed form of tender etc. will form part of the Agreement to be executed by the successful tenderer with the bank.

For UNION BANK OF INDIA

**DY. GENERAL MANAGER
SSD, Central Office**



SCOPE OF WORK/REQUIREMENT

The configuration of the Central Office building is Basement+ Ground+15 floors. The Bank intends to replace the existing STP by new efficient system for sewage treatment in order to meet the current standards and to comply with requirements of MCGM. Other details of the building are as below:

Total staff + visitors- About 1100 Persons

Toilet seats/floor- 7 no.

Urinals/floor- 3 no.

Average staff strength/floor- 75 no.

The interested agencies will have to visit the Bank's building. The scope of work included proof checking of the design, monitoring, giving technical advice, quality control and third party checking of Hydraulic, Electrical, Mechanical, Instrumentation and Structural Design of Sewage treatment plants. The contractor shall be responsible up to successfully commissioning of sewage treatment plants. "MANUAL ON SEWERAGE AND SEWERAGE TREATMENT" issued by CENTRAL PUBLIC HEALTH AND ENVIRONMENTAL ENGINEERING ORGANIZATION, MINISTRY OF URBAN DEVELOPMENT, I.S. codes, other relevant guidelines and documents issued by government of Maharashtra/ MCGM from time to time, shall be used when ever required. The plant installed will be under defects liability period for a period of one year within which all the defects/repairs arising shall be attended to free of cost. During the defects liability period, the contractor will also provide operator for operation of STP free of cost.

Upon expiry of defects liability period, the contractor has to provide services of plant operator for next five years. The monthly charges for deployment of operator may please be separately quoted in price bid.

The selected contractor is required to provide a solution for the provision of a sewage treatment system which will consistently meet the standards as set out.

Systems Control and Instrumentation

The solution to be implemented shall produce a system which includes technology advancement as is necessary to meet the performance requirements. Training and documentation shall also be provided for operation of STP.

Space Constraint

Whereas the space available for any upgrade is finite, it is imperative that the selected Contractor notify the NWC at the earliest possible time of the following:

- a) Is the area occupied by the facility adequate for the proposed upgrade?
- b) Is there a need for additional space?
- c) How much additional space is required?
- d) Is there a proposed site for the upgrade?

Decommissioning

The selected contractor will be responsible for the demolition and disposal of structures no longer required; dissembling and decommissioning systems which are no longer required and the restoration of the site after work is completed.

Plan of Action

The works to be undertaken will be of such to:

- Minimise the cost
- Minimise the operations and maintenance costs
- Produce effluent of the required standards

Civil Work

All the civil work required in the existing shape/size of STP room may please be mentioned clearly to enable the Bank to call for tenders for respective items of civil work.

INSTRUCTION WITH REGARD TO SUBMISSION OF TENDER

- 1) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while initials of the tenderer must attest filling the tender. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender invalid and it will be the option of Union Bank of India to accept or reject the tender. No request of any change in rate or conditions after opening of the tender will be entertained.
- 2) In the case of figures, the word 'Rs.' should be written before the figures of rupees and the word 'P' written after the decimal figures e.g. Rs. 3.25 P. In the case of words, the word Rupee should similarly precede and the words "Paise only" should be written at the end, closely following each the percentage rate. The word "only" should not be written in the next line unless the rate quoted is in whole Rupees closely followed by the word "only": The amount should invariably be upto two decimal places.
- 3) The different Schedules should be filled as follows:
 - (a) The "Rate" Column wherever applicable to be legibly filled in ink in both figures and words.
 - (b) The "Amount" Column also to be legibly filled in ink in both figures and words.
 - (c) All corrections to be initialed.
 - (d) No over writing is allowed.
 - (e) The figure of percentage of rate shall be legibly filled in ink in both figure and words.
- 4) Errors in the bill of quantities shall be dealt with in the following manner.
 - a. In the event of any discrepancy between the rates quoted in words and the rates in figures the former shall prevail.
 - b. In the event of an error occurring in the amount column of the bills of quantities as a result of the wrong extension of the unit rate and the quantity, the unit rate shall be regarded, as firm and extension shall be amended on the basis of the rates.
 - c. All the errors in totaling in the amount column and in carrying forward the totals shall be corrected.
- 5) The tender shall be signed and dated at all places provided therein. Also all pages, drawings and corrections / alterations shall be initialed. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by Union Bank of India.
- 6) The time allowed for completion of works is **90 days** from the date of commencement of the work is reckoned from the tenth day from the date of Letter of Intent. Time shall be considered the essence of contract.
- 7) It shall be the responsibility of the contractor to arrange for water and electricity required for completing construction. If water is available with the bank, the same will be supplied to the contractor by recovering 1% of the value of work done. However, contractor will have to make arrangement of pipeline for distributing water. Contractor to make own arrangement of electricity and pay tariff to the electricity board. In case the bank is supplying electricity, the contractor will have to install separate energy meter and pay the charges as per its consumption.
- 8) Every tender shall be accompanied by earnest money of Rs.30,000/- (Rupees Thirty Thousand only) by way of Demand Draft/Pay Order only favoring UNION BANK OF INDIA, payable at Mumbai. Tender submitted without earnest money shall be summarily rejected. The contractor whose tender is accepted will have to deposit as initial security deposit a further sum to make up 2% of the value of the accepted tender including the earnest money. The initial security deposit will have to be made within 14 days from the date of acceptance of tender, failing which the Bank at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender.
- 9) The Earnest Money will be retained in the case of the successful tenderer as part of the security for due fulfillment of the Contract. No interest shall be paid on this deposit. Failure to enter into

the Contract agreement within the stipulated time of 20 days from the date of acceptance of work order shall entail the forfeiture of the Earnest money Deposit. The Earnest money of unsuccessful tenderers will be released after issue of work order, without any interest.

- 10) The tenderer shall submit his tender after carefully examining the whole of the tender document and the terms and conditions of contract, the drawings and specifications, the schedule of quantities etc., and also after examining the site and conditions prevailing in and around site.
- 11) The Bank does not bind himself to accept the lowest or any tender and reserve to themselves the right of accepting the whole or any part of the tender and tenderer is bound to perform the same at the rates quoted. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever. The work may also be divided among the contracting agencies depending on the exigencies of the bank.
- 12) Tenders shall remain valid for a period of 120 days 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 the initial validity period of 120 days.
- 13) The successful tenderer shall be bound to implement the Contract and mobilize and sign specified agreements within 21 days from the date of acceptance of work order.
- 14) Tenderers must include in their rates, sales tax (State & Central Govt.), service-tax, education cess, excise duty, octroi, sales tax on works contract, VAT and any other tax & duty or other levy by the central and state government applicable on the date of submitting tender. Deductions in respect of sales tax or turnover levied as per government notification and/or guidelines shall be made from the Contractor's interim and final bills, and deposited with the relevant authority by the Bank, on his behalf. Any shortfall in deposit thereof shall be made up by the contractor, before submitting his final bill. Due to change in taxes structure by orders from Central Govt. / State Govt. after opening of tenders shall be reimbursed to the contractor as per actual and upon verifying the proof of having made the payment.
- 15) The Contractor shall be paid for actual quantity of work done, as measured at site including any deviation plus or minus. The rate of any non-schedule items of work shall be decided as mentioned in the conditions of contract.
- 16) The tender drawings exhibited/enclosed are preliminary drawings intended for the guidance of the Contractor only. They may be subject to revision and alteration without vitiating any of the terms of the contract and the Contractor shall be bound to execute the works as shown on the final drawings without claiming any extra payment.
- 17) No correspondence will be entertained in respect of this tender other than any clarifications strictly pertaining to this tender.
- 18) The tender price quoted by a tenderer shall be kept strictly confidential and shall not be divulged to any other party even approximately before the time limit for delivery of tender. The only exception be for obtaining an insurance quotation, you may give your insurance company or agent any essential information they ask for, so long as it is done in strict confidence. No information about other's tender price should be obtained and no arrangement with any one else should be made whether or not he submit the tender.
- 19) For electrical, sanitary, water supply and drainage works, tenderers must possess respective valid licenses from the competent authority of the area where the site is located.
- 20) Contractor should sign at the end of every page prior to submitting the tender.
- 21) Conditional tenders will be summarily rejected.
- 22) **COMPLETION PERIOD OF THE PROJECT WILL BE 90 DAYS.**
Progress chart linked up with completion period to be counted from 10th day of acceptance of work order.

DY. GENERAL MANAGER

SIGN & SEAL OF CONTRACTOR 8



PRE-QUALIFICATION

GENERAL INFORMATION FOR THE INTERESTED AGENCIES FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SEWAGE TREATMENT PLANT AT CENTRAL OFFICE BUILDING, UNION BANK OF INDIA, NARIMAN POINT, MUMBAI.

1. Intending contractors are requested to furnish details about their firm, technical experience, competence and evidence of their financial standing as per enclosed Proforma for considering their names for empanelment.
2. Selection of contractors will be based on the ability and competence required for good quality jobs to be performed by them.
3. If the space provided in the Proforma is insufficient for giving full details, the same may be given on a separate sheet of paper.
4. Information furnished to Bank will be kept as strictly confidential.
5. Decision of the Union Bank of India regarding selection of contractors for empanelment will be final and binding and no further correspondence will be entertained. Only the pre-qualified contractors will be informed about opening of tender/price bid date.
6. Intending contractors are requested to read carefully before filling the particulars in the Proforma.
7. Incomplete applications will not be considered.
8. Information / details furnished by selected party, if found to be false at any time in future or any information affecting empanelment is willingly / unwillingly withheld, if come to the notice of the Bank at any point of time, the party's empanelment can be cancelled immediately.
9. Where copies are required to be furnished, these should be certified copies.
10. Application form is not transferable.

BIO - DATA OF CONTRACTING AGENCY

1. Name of the firm :
 Address :
 Telephone No. :
 Office :
 Residence :
 Mobile :
 Fax :
 E-Mail :
2. a) Weather proprietary / partnership / :
 Pvt. Ltd. / Public Ltd.
- b) Name of the Proprietor, :
 Partners, Directors
 I)
 II)
 III)
- c) Year of establishment :
3. Registration with Registrar :
 of Companies (No. & Date)
 (For Corporation only)
4. Registration with Tax Authorities :
 i) Income-tax No. :
 ii) Sales-tax No. :
 iii) Works contract no/Vat no. :
 iv) Service tax no :
 v) Excise No. :
 vi) EPF No. :
 vii) ESI No. :
 (Furnish photocopies of registration)
5. Names of the Bankers with address :
 & certificate showing financial
 capacity & solvency.
 I)
 II)
6. Enclose solvency certificate of the :
 Amount (**Rs.9.00 lacs** or more).
7. Furnish copies of audited balance- :
 Sheet and Profit & Loss A/C for
 the last 3 years.
8. Registration with Govt. / Public :
 Sector / Banks

Name of the organization	Year since empanelled

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

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

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

11. Specify maximum value of single :
value project executed during the
last three years.

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

13. Details of work executed during the last 7 years (Please mention the qualifying works only)

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

Note: Copies of work orders along with Xerox copies of relevant TDS certificate, satisfactory completion certificate obtained from the client shall be enclosed.

14. Details of work on hand (photo copies of performance certificate, work orders issued by valued clients, preferably Banks, Govt., Semi-Govt. Bodies should be attached).

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

15. DETAILS OF PRE-QUALIFYING WORK SATISFYING THE ADVERTISEMENT CRITERIA: (Attach separate sheet for more than one work).

1	Name of Client with address, name of contact persons and telephone numbers	
2	Name & Location of the site	
3	Description of Works completed	
4	Type of Project	
5	Cost of Work	
6	Duration of Work	Date of Commencement: Date of Completion:
7	Delay from original schedule	
8	Whether any penalty imposed / Civil Suit / Arbitration	
10	Enclose photographs of the work	

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

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

17. Turnover in last 3 years:

Sr. No.	Year	Turnover (Rs.in lacs)	Income-tax paid	Work Contract Tax paid

18. List of equipments / machinery owned:

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

19. PRE-QUALIFICATION CRITERIA:

Estimated cost of the work is Rs.15.00 Lac

Sr. No.	Criteria	Weightage	Self rating marks
1	Contractors having annual average turnover for the last three years equal to or more than Rs.10.00 lac).	20	
2	Experience of having successfully completed similar works during the last 7 years. <ul style="list-style-type: none"> • <u>3 similar works completed, costing not less than 40% (i.e Rs.6,00,000/-) of the estimated cost each OR</u> • <u>2 similar works completed, costing not less than 50% (i.e Rs. 7.5,00,000/-) of the estimated cost each OR</u> • <u>1 similar work completed, costing not less than 80% (i.e Rs.12,00,000/-) of the estimated cost.</u> 	60	
3	Should have submitted solvency certificate of minimum Rs.4,50,000/- lacs or more. (Certificate shall not be more than 6 months old)	10	
4	Should have made profits at least for two years during last three years.	10	
	Total		

Similar Work means technical advice, quality control and successfully commissioning of STP plant in India for similar size of building/colony.

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

20. FORMAT OF CONFIDENTIAL REPORT

(To be submitted by the Client of applicant on their letter head in sealed envelop to the Bank)

To:

The Dy. General Manager
Support Services Dept., Architect Division,
Central Office, 2nd Floor, Union Bank Bhavan,
239, Vidhan Bhavan Marg, Nariman Point,
Mumbai- 400 021

Sir,

Confidential Report on M/s. _____

This is to certify that M/s. _____, having Office
at _____ have completed the work of
_____.

Confidential Report for our project executed is as under:

1.	DETAILS OF PROJECT EXECUTED BY THE FIRM	
2.	DATE OF COMMENCEMENT OF PROJECT	
3.	DATE OF COMPLETION OF PROJECT	
4.	TOTAL VALUE OF PROJECT EXECUTED	
5.	QUALITY OF SERVICE RENDERED	
6.	COMPETENCE TO HANDLE WORKS	
7.	INTEGRITY AND RELIABILITY OF THE FIRM	
8.	DEALING IN EXECUTION OF WORK	
9.	WHETHER TIME SCHEDULE IS ADHERED TO	
10.	WHETHER ANY PENALTY IMPOSED FOR THE DELAY	
11.	GENERAL ATTITUDE OF THE FIRM	
12.	ANY OTHER INFORMATION WHICH YOU CONSIDER WILL HELP US IN TAKING OUR DECISION	

PLACE:

SIGNATURE: _____

NAME: _____

DATE:

DESIGNATION: _____

OFFICE SEAL

21. LIST OF ENCLOSURES:

ANNEXURE NO.	PARTICULARS	TICK IF ENCLOSED
I	Certificate of registration of Company / partnership deed.	
IIA, IIB, IIC	Certificates of registration with Income Tax, Service Tax, EPF authorities.	
IIIA, IIIB, IIIC	Audited Balance Sheet & Profit & Loss A/c. Statement for last three years	
IV	Certificates of Registration with Govt. / Public Sector / Banks.	
V	Copies of work orders along with Xerox copies of relevant TDS certificate, satisfactory completion certificate mentioning value of work.	
VI	Copies of performance certificate, work orders issued by valued clients, preferably Banks, Govt., Semi-Govt. Bodies.	
VII	Copies of income-tax returns / assessment orders for each year from 2010-11, 2011-12 & 2012-13.	
VIII	Sealed envelopes containing Confidential reports from clients in the above format.	

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

Place :

SIGNATURE

NAME & DESIGNATION

Date :

SEAL OF ORGANISATION

DECLARATION

1. I / We have read the instructions appended to the Proforma and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Union Bank of India, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
2. I / We agree that the decision of Union Bank of India in selection of contractors will be final and binding to me / us.
3. All the information furnished by me hereunder is correct to the best of my knowledge and belief.
4. I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
5. I / We agree that I / We have not applied in the name of sister concern for the subject empanelment process.

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

TENDER FORM

To,

_____,
 Union Bank of India,
 _____,
 _____,
 _____.

APPOINTMENT OF CONTRACTOR FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SEWAGE TREATMENT PLANT (STP) INCLUDING OPERATION & MAINTENANCE FOR FIVE YEARS AT CENTRAL OFFICE BUILDING, UNION BANK OF INDIA, NARIMAN POINT, MUMBAI

Sir,

1. We have read and examined the following documents as received by us:

- a) Notice Inviting Tender
- b) Instructions to Tenderers
- c) Conditions of Contract.
- d) Supplementary Conditions.
- e) Addition condition of contract

1. We are well aware and familiar with CPWD, Schedule of Rates 2002-06 and their specifications, CPWD Specification, BIS publication and National Building code which shall apply to this contract to supplement any missing details in this contract in order of preference.

Further to the above, we have visited and examined the site of the proposed works and have acquired the requisite information relating thereto as affecting the tender invited by Bank.

- 2. We agree that any other terms or conditions of contract or any general reservation which may be printed on any correspondence emanating from us in connection with this tender or with any contract resulting from this tender shall not be applicable to this tender or to the contract.
- 3. We have obeyed the rules about confidentiality of tenders and will continue to do so as long as they apply.
- 4. We are enclosing along with our tender an earnest money of Rs. 30,000/- (Rupees Thirty thousand only) favoring Union Bank of India, payable at Mumbai (Pay Order No.----- dated ----- drawn on -----). We hereby agree that this sum shall be forfeited by Union Bank of India in the event of our tender being accepted and if we fail to execute the contract when called upon to do so.
- 5. Subject to and in accordance with paragraphs 3 & 4 above and the terms and conditions contained or referred to in the documents listed in paragraph 1, we agree and offer to execute all the Works referred to in the said documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered to be valued as per the conditions of contract.
- 6. We undertake to complete and deliver the whole of the works within a period i.e. **90 DAYS** as specified in the contract and further confirm that the time allowed for completion is adequate. Time allowed for completion of entire job or part job assigned shall be reckoned from the tenth day of the date of acceptance of work order. We shall be under the obligation to pay the sum as stated in the contract for every day that the works shall remain incomplete, damages as compensation subject to the conditions of contract relating to extension of time.
- 7. We hereby agree that unless & until a formal agreement is prepared & executed in accordance with the Articles of agreement, this tender together with your acceptance thereof, shall constitute a binding contract between us.

8. We agree to pay initial security deposit of 2% (including Earnest Money) of the contract amount by way of DD/PO in favour of UNION BANK OF INDIA, payable at Mumbai. This amount shall be released after virtual completion of work. We further agree for a deduction of 8% from the running bill as retention money till accumulating total security deposit.
9. Validity of the tender is 120 days from the date of opening of tender or it may be beyond 120 days if mutually accepted.
10. The bank is at liberty to accept or reject any tender, without assigning any reasons whatsoever.
11. The work may be split up in the first instance as per exigencies of the bank. But it may be split up in more parts or parts combined if so desired by the Bank without assigning any reasons whatsoever. We will not have any claim either for loss of profit or revision in rates.
12. Adherence to the pert chart/Bar chart will be ensured by us as the project is to be executed in a very strict time frame.
13. We are aware that the quantities of work indicated in the bill of quantities are approximate, may vary to any extent, even it may be omitted; we will not have any claim of any kind against the bank.

Signed in the capacity of duly authorized
to sign tenders for and on behalf of

Address.....

Telephone No.....

.....

Telex No.

.....

Fax No.

e-mail ID:

Date:

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at _____ this _____ day of _____ Two Thousand and

BETWEEN

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

AND MESSRS _____, having its registered office at _____, hereinafter called the “Contractor” (which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the OTHER PART.

WHEREAS

- i. The Bank is desirous of _____ (Works) on its _____ at _____.
- ii. The Bank has caused the drawings and bills of quantities showing and describing the Works to be done to be prepared by or under the direction of the Bank’s Engineer / Architect;
- iii. The Bank had invited tenders for APPOINTMENT OF CONTRACTOR FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SEWAGE TREATMENT PLANT (STP) INCLUDING OPERATION & MAINTENANCE FOR FIVE YEARS AT CENTRAL OFFICE BUILDING, UNION BANK OF INDIA, NARIMAN POINT, MUMBAI in accordance with the general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings, as prepared by the Interior Banks / Architect and furnished to the Contractor.
- iv. Having examined the general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings, the Contractor offered to execute, complete and maintain the whole of the Works relating to the Project in conformity with the said general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings and in accordance with instructions issued by the Bank’s Engineer / Architect and the Contractor submitted its tender for the contract sum of Rs. _____ towards the said work.
- v. The tender submitted by the Contractor was, after negotiations, modified/alterd upon the Contractor agreeing to revise the rates of certain items and further offering a rebate for execution and completion of the Project thereby reducing the tender amount to Rs. _____ as confirmed by its letters dated _____.
- vi. Towards the implementation of the Project, the Contractor has supplied the Bank with a fully priced copy of the said bills of quantities (which copy is hereinafter referred to as “the Contract Bills”) and the drawings numbered as mentioned in the Annexure 11 of the Tender document inclusive (hereinafter referred to as “the Contract Drawings”) and the Contract Bills and the contract Drawings have been signed by or on behalf of the parties hereto:
- vii. The Contractor has already agreed with the Bank to implement and execute the Project in full on the basis of the contract documents as hereinafter defined on the terms and conditions therein contained;
- viii. The parties are now executing this Agreement setting out the basic terms of the agreement between them for smooth implementation and execution of the Project without any unnecessary difference or dispute.

NOW IT IS HEREBY AGREED as follows:

1. The Contract Document is comprising of
 - i. Tender document including technical bid (Vol.-I) and pre-bid (Vol.-II).
 - ii. Notice Inviting Tender issued vide letter _____
 - iii. Subsequent letters issued by the Bank vide _____
 - iv. Clarifications submitted by the contractor vide letter dt. _____.
 - v. Minutes of Meeting held on _____
 - vi. Rebate / Discount offered by the contractor vide letter _____
 - vii. Work Order issued by the Bank vide letter _____
 - viii. Acceptance letter _____ from the contractor
 - ix. Drawings numbering as mentioned in the Annexure 11 of the Tender document enclosed along with the tender document.

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

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

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

2. The Contract Document is complimentary. What is called for in any one shall be as binding as called for by all. The aforesaid shall form integral part of contract and in the event of any inconsistency between any provisions herein the provisions of the Contract Documents shall prevail. When any of the General and Special Conditions are at variance, the condition stipulated in the Special Conditions of Contract shall supercede relevant provisions in General Conditions. For all matters not specifically provided for herein the provisions of General and Special Conditions in the Tender Documents shall apply and the rights and liabilities of the parties shall be decided accordingly. The decision of the Bank in this regard shall be final and binding.

3. All time limits stated in the Contract Document are of the essence of the contract where the work has to be completed within **90 days** failing which liquidated damages will be recovered @ 0.5% of contract amount for per week of delay subject to maximum recovery of 7.5% of the contract amount.

4. For the consideration hereinafter mentioned, the Contractor shall carry out and complete the Works in conformity with the contract documents and in accordance with the instructions issued by the Bank from time to time including all modifications extra and additional works and obligations to be carried out either on the Site or at any factory or work shop or any other place for subsequent incorporation as required for the due performance of the contract.

5. The general character and the scope of the Works is illustrated and defined by the specifications and the bills of quantities herewith attached and by the signed drawings. The scope includes furnishing all materials, labour, tools, equipment and management necessary for and incidental to the construction and completion of the Works. If the Contractor shall find any discrepancy in or divergence between the contract drawings and/or the contract bills he shall immediately give to the Bank a written notice specifying the discrepancy or divergence and the Bank shall issue instructions in regard thereto which shall be complied with by the Contractor.

6. **INTENT**

The intention of arrangement is to secure the performance of the Contractor's obligations to the satisfaction of the Bank. All labour, material, equipment, constructional plant and transportation necessary for the proper execution of the Project is to be provided by the Contractor and should only be of the approved manufacturer/agencies respective kinds as described in the Contract

Documents which is to be subjected from time to time to such tests as the Engineer/ Bank's representative may direct. In case the required material/services of approved manufacturers/agencies are not available or are not upto the mark the Contractor shall procure material/ services from such other manufacturer/agencies as may be approved by the Engineer / Bank 's representative and the Contractor shall submit rate analysis for such material.

7. EXTENT

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

8. TYPE OF CONTRACT

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

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

9. CONTRACTORS COVENANTS

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

- vii. The Contractors shall not make any claim for increase in the contract consideration on the basis of incorrectness and insufficiency of the information available at the time of submitting the Tender and/ or incorrectness and insufficiency of the rates and prices stated in the price bill of quantity and schedule of rates and prices or otherwise alleging insufficiency of the tender amount to cover their obligation under the contract or matters concerning the execution of the Project.
 - viii. The Contractor shall be fully responsible for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works, or for the design or specification of any Temporary Works prepared by the Bank.
 - ix. The Contractor shall promptly inform the Bank of any error, omission, fault and other defects in design, drawing or specifications for the Works, which are discovered while reviewing the Contract Documents or in the process of execution of the Works.
 - x. The Contractor shall arrange for the permits and licenses for release of materials, which are under Government control subject to the Bank giving all the necessary assistance and upon being advised by the Bank signing any forms or applications that may be necessary.
10. The Contractor shall comply with the provisions of all labour legislation including the requirements of
- a) The Payment of Wages Act
 - b) Workmen's Compensation Act
 - c) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
 - d) Apprentices Act 1961
11. The Contractor shall keep the Bank saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen.

12. GENERAL CONDITIONS

- i. The schedule of Quantities given in the Contract Bill are provisional and are meant to indicate the intent of the Work and to provide a uniform basis for tendering. The Bank reserves the right to increase or decrease any of the quantities or to totally omit any item of Work and the Contractor shall not claim any extras or damages on these grounds.
 - ii. Any error in description or in quantity or omission of items from the Contract Bill shall not vitiate this Contract but shall be treated as a variation.
 - iii. The rates quoted by the Contractor in the priced bill of quantities (Contract Bills) shall be treated as firm and the contract sum shall be deemed to have been calculated with reference to the cost of execution of Works as set out in Contract Documents and shall not be adjusted or altered for any reason other than any adjustments on account of statutory rise or fall in the cost of labour and/or material or any other matters affecting the cost of execution of Works, or price variation adjustment formula if provided.
13. Notwithstanding anything contained elsewhere in any of the clauses of the tender, the prices/rates quoted for each item/Work in the Bills of Quantities shall be deemed to be inclusive of all direct and indirect costs, duties, taxes, sales tax, consignment tax, octroi/local tax, Works contract tax, etc. on any of inputs, royalty on quarried items etc. that may be involved in completing the item/Work as required in the fulfillment of all obligations under the contract and to the satisfaction of the Engineer. Additional Taxes / Levies by Central / State Government legislations after opening of tender shall be reimbursed to the contractors as per actual.
14. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for Work actually done and completed, and shall not preclude the repairing of bad, unsound, and imperfect or unskilled Work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the

contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in anyway the power of the Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date of certificate of completion furnished by the Bank and payment shall be made within eight (8) weeks from the date of receipt of final Certificate from the Bank.

15. INSURANCE

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

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

16. The Contractor shall deposit the policy and receipt for premiums paid with the Bank within 21 (twenty one) days from the date of issue of Work order unless otherwise instructed. In default of the Contractor insuring as provided above, the Bank on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the Work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the Works in the same manner as though the insured risk/contingency has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebinding or reinstatement after the occurrence of the insured risk/contingency shall be entitled to such extension of time for completion as the Bank may deem fit.

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

19 DEFECTS LIABILITY

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

20 SPECIAL RISK

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

21 STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES

The Contractor shall comply with and give all notices required by any Act of Parliament, any instrument rule or order made under any Act of Parliament, or any regulation or byelaw of any local authority or of any statutory undertaker which has any jurisdiction with regard to the Works or with whose systems the same are or will be connected. The Contractor before making any variation from the contract drawings or the contract bills necessitated by such compliance shall

give to the Engineer a written notice specifying and giving the reason for such variation and the Engineer may issue instructions in regard thereto. If within 7 days of having given the said written notice the Contractor does not receive any instructions in regard to the matters therein specified, he shall proceed with the Work confirming to the Act of Parliament, instrument, rule, order, regulation or byelaw in question and any variation thereby necessitated shall be deemed to be a variation required by the Engineer.

22 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

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

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

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

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

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

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

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

27 SUBSTITUTION

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

28 INSPECTION OF WORKS

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

29 REMOVAL OF IMPROPER WORK

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

30. PROTECTIVE MEASURES

- 30.1 The Contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.
- 30.2 Contractor shall indemnify the Bank against any possible damage to the building, roads, or members of the public in course of execution of the work.
- 30.3 The contractor shall provide necessary temporary enclosures etc. for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

31. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS.

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

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

32. ASSIGNMENT AND SUB-LETTING

- 32.1 The whole of the Works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Bank and no subletting shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the Work during their progress.
- 32.2 The Contractor shall not assign the Contract or any benefit or interest therein or there under, otherwise than by a charge in favour of the Contractor's bankers of any monies due or to become due under this Contract, without the prior written consent of the Bank.
- 32.3 The Contractor shall not sub-let the whole of the Works except where otherwise provided by the contract, the Contractor shall not sublet any part of the Works without the prior written consent of the Engineer, which shall not be unreasonably withheld, and such consent, if given shall not relive the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Provided always that the provision of labour on a piecework basis shall not be deemed to be a subletting under this clause. The Contractor shall co-ordinate and shall be responsible for all aspects of his sub-contractor(s) without being relieved of any of his obligation under the contract.
- 32.4 If, the contracting agencies are violating the tender terms and sub-let the work without bank's consent and the same is brought to the notice of the Bank, the Bank will be entitled to recover 10% of such work as penalty besides initiating measures as provided in contract.
- 32.5 If, at any time during the execution of the Works, the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of the General Conditions unless a provisional sum in respect of such anticipated Work shall have been included in the Bill of Quantities.
- 32.6 The Contractor shall in connection with the Works provide and maintain at his own costs all lights, guards, fencing and watching when and where necessary or required by the Engineer or the Bank, or by any duly constituted authority, for the execution and for the protection of the Works, and/or for the safety and convenience of the public / others.
- 32.7 The Contractor shall, in accordance with the requirements of the Engineer, afford all responsible opportunities for carrying out their Work to any other Contractors employed by the Bank and their workmen and to the workmen of the Bank and of any other duly constituted authorities who may be employed in the execution on or near the Site of any Work not included in the contract or of any contract with the Bank may enter into in connection with or ancillary to the Works. The Contactor will not be paid any compensation on this account.
- 32.8 Shall keep the Site reasonably free from unnecessary store of constructional plant and machinery, wreckage and rubbish during progress of Works and on completion leave the whole site clean and in a workmanlike condition to the satisfaction of the Engineer.

33. Default of Contractor

- 33.1 If the Contractor
- i. being a company presents a petition for winding up and/or goes into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or
 - ii. shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or

- iii. if a Receiver of the Contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the contract, and if so required by the Bank to give reasonable security therefore, or
- iv. if the Contractor shall suffer execution to be issued, or
- v. shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor, or
- vi. shall assign, charge or encumber this contract or any payments due or which may become due to the Contractor without the consent in writing of the Bank first obtained, there under, or
- vii. shall agree to carry out the contract under a committee of inspections of his creditors, or
- viii. shall have an execution levied on his goods, or
- ix. shall use improper materials or workmanship in carrying on the Works, or
- x. shall in the opinion of the Bank not exercise such due diligence and make such due progress as would enable the Work to be completed within due time agreed upon, and
- xi. the Engineer certifies in writing that the Contractor has failed to commence the Works or failed to proceed with the Works after the suspension order when so called upon by the Engineer, or
- xii. Shall abandon the contract,
- xiii. Without reasonable excuse has failed to commence the Works or have suspended the progress of Works for 28 days after receiving from the Engineer written notice to proceed on
- xiv. has failed to remove materials from the site or to pull down or replace for 28 days after receiving from the Engineer written notice that the said materials or Work has been condemned and rejected by the Engineer under these conditions or
- xv. despite previous writings by the Engineer in writing has failed to execute Works in accordance with the contract, or is persistently or flagrantly neglecting to carry out his obligations under the contract or as to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the contract then and in any of the said cases the Bank may notwithstanding previous waiver
 - a) determine the contract by after giving 14 days notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the Works subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor)
 - b) further the Bank or his agent, or servants, may enter upon the Site and take possession of the Work and all Constructional Plant, amenities, unused materials, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads reserved for the execution of the Works and
 - sell the same as his own property or
 - may employ the same by means of his own servants and workmen in carrying on and completing the Works or
 - by employing any other Contractors or other persons or person to complete the Works, and the Contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other Contractors or other persons or person employed from completing and finishing or using the materials and plants for the Works when the Works shall be completed, or as soon thereafter as conveniently may be, the Bank shall give notice in

writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt by him the Bank may sell the same by Public Auction and shall give credit to the Contractor for the amount so realized.

- 33.2 Any expenses or losses incurred by the Bank in getting the Works carried out by other Contractors shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or due on account of Work carried out by the Contractor prior to engaging other Contractors or against the Security Deposit.
- 33.3 Upon such entry and expulsion by the Bank the Engineer may adopt an appropriate mode at his discretion and certify the amounts, if any, that had at the time of such entry and expulsion reasonably been earned in respect of the work actually done by him and the value of any unused or partially used materials, any Constructional Plant and any amenities brought into existence exclusively for execution of the Works.
- 33.4 If the Bank shall enter and expel [the Contractor] under this Clause, he shall not be liable to pay to the Contractor any money on account of the Contract, until the expiration of the Defects Liability Period and thereafter until the costs of execution, damages for delay in completion, if any, and all other expenses incurred by the Bank have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Bank the amount of such excess and it shall be deemed a "debt due" by the contractor to the Bank and shall be recoverable accordingly.

34. DEFAULT OF THE BANK

- 34.1 The Contractor may, if -
- a. The Bank does not pay to the Contractor the amount due on any certificate within six weeks from the receipt of Certificate from the Bank honouring certificates named in the appendix to these conditions and continues such default for 7 days after receipt by registered post or recorded delivery of a notice from the Contractor stating that notice of determination under this condition will be served if payment is not made within 7 days from receipt thereof; or
 - b. The Bank interferes with or obstructs the issue of any certificate due under this contract; or
 - c. The carrying out of the whole or substantially the whole of the uncompleted Works is suspended by the Bank for a continuous period of 90 days;
 - d. The Bank becomes bankrupt or makes a composition or arrangement with his creditors or has a winding up order or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking is duly appointed, or possession is taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge,
 - e. if the Bank gives a formal notice of his inability to meet his contractual obligations after giving 14 days prior written notice by registered post or recorded delivery to the Bank with a copy to the Engineer terminate the employment of the Contractor PROVIDED that such notice shall not be given unreasonably or veraciously.
- 34.2 Upon the expiry of 14 days notice referred to herein, the Contractor shall with all reasonable dispatch remove from the site all constructional plant brought by him thereon.
- 34.3 Upon such determination, without prejudice to the accrued rights or remedies of either party or to any liability which may accrue either before the Contractor or any sub-contractors shall have removed his temporary buildings, plant, tools, equipment, goods or materials or by reason of his or their so removing the same, the respective rights and liabilities of the Contractor and the Bank shall be as follows, that is to say:

- a. The Contractor shall with all reasonable dispatch and in such manner and with such precautions as will prevent injury, death or damage of the classes in respect of which before the date of determination he was liable to indemnify the Bank remove from the site all his temporary buildings, plant, tools, equipment, goods and materials and shall give facilities for his sub-contractors to do the same;
- b. After taking into account amounts previously paid under this contract the Contractor shall be paid by the Bank for;
 - The total value of Work completed at the date of determination;
 - The total value of Work begun and executed but not completed at the date of determination, the value being ascertained if such Work were a variation required by the Engineer;
 - The cost of materials or goods properly ordered for the Works for which the Contractor shall have paid or for which the Contractor is legally bound to pay, and on such payment by the Bank any materials or goods so paid for shall become property of the Bank;
 - The reasonable cost of removal under paragraph (a) of this sub-clause.
 - And in addition the amounts payable in respect of any preliminary item, so far as the work or service comprised therein has been carried out or performed and a proper proportion as certified by the Engineer of any such item, work or service comprised in which has been partially carried out or performed.
 - A sum certified by the Bank being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works in so far as such expenditure shall not have been covered by the payments made under this clause.
 - The reasonable costs of repatriation of all the Contractor's staff and workmen, employed on or in connection with the Works at the time of such termination.

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

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

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

35. NOTICES

- 35.1 All certificates, notices or written orders to be given by the Bank or by the Engineer to the Contractor under the terms of the Contract shall be served by sending by registered post or by Courier or delivering the same to the Contractor's principal place of business, or such other address as the Contractor shall nominate for this purpose.
- 35.2 All notices to be given to the Bank or to the Engineer under the terms of the Contract shall be served by sending by registered post or by Courier or delivering the same to the respective addresses nominated for that purpose in Part II of these conditions.

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

36. ARBITRATION

- 36.1 Wherever, in any of the documents forming part of the Contract, the Bank has been vested with the final powers, his decision, opinion, certificate or any other discretion shall be final conclusive and binding on the parties and shall be without appeal. All other matters shall be subject to the right of arbitration.
- 36.2 All disputes or differences of any kind whatsoever save and except matters referred to in clause 1) arising out of or in connection with the Contract, whether during the progress of Work or after Completion and shall after written notice by either party to the contract to the other of them and to the Bank hereinafter mentioned be referred for adjudication to two Arbitrator, one each to be nominated by the Contractor and the Bank, who shall thereafter appoint an Umpire. The provisions of Indian Arbitration and Conciliation Act 1996 shall apply for the purposes.
- 36.3 The Work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- 36.4 The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.
- 36.5 The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- 36.6 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 36.7 The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.
- 36.8 The award of the Arbitrator shall be final and binding on both the parties.
- 36.9 Subject to aforesaid the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.
- 36.10 The Bank and the Contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

AS WITNESS the hands of the said Parties.

Signed by the said
In the presence of

Bank

Witness
Name:
Address

Signed by the said
In the presence of

Contractor

Witness
Name:

Address

DOCUMENTS ATTACHED TO THE AGREEMENT FORMING PART & PARCEL OF THE AGREEMENT

- Tender document & tender drawings.
- NIT vide.....
- Addendum issued vide
- Contractor's letter dated
- Work order vide....

GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS

- 1) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 2) The Tender Form must be filled in English and all entries must be made by the hand and written in ink. If any of the documents is missing, or unsigned, the Tender may be considered invalid by the Bank in its discretion.
- 3) 50% of retention money and initial security deposit will be returned against submission of Bank Guarantee valid for a period of 12 months of Defect Liability Period and after I) issue of virtual completion certificate by the Bank of the work. II) Contractor's removal of his material, equipments, labour force, temporary sheds / stores, etc. from the site (excepting for small presence required, if any, for defect liability period and approval by the bank)

Balance 50% of retention money and security deposit shall be released to the contractor fourteen days after the end of completion of defect liability period provided he has satisfactorily carried out all the works and attended to all the defects in accordance with the conditions of contract including site clearance.

- 4) The contractor shall not assign the contract. He shall not sub-let any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the contractor rescinding the contract whereupon the Security Deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the contractor. Central Govt. / State Govt. organization will not be allowed to sublet the work on back-to-back basis.
- 5) The contractor shall carry out of all the work strictly in accordance with Drawings, details and instructions of the Bank. If in the opinion of the Architect/ Engineer or the Employer, 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 contractors shall carry out the same without any extra charge. The Bank's decision in such cases shall be final and shall not be open to arbitration.
- 6) A Schedule of probable quantities in respect of each work and specifications accompany these special conditions. The Schedule of probable quantities is liable to alteration by omission, deductions or additions at the discretion of the Architect / Bank. No claim will be entertained from the contractor on account of loss of profit over revising the tender rates.
- 7) 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 of filling of 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 the work, nature of the work and all matters pertaining thereto. No compensation will be paid on account of not getting proper information.
- 8) The rates quoted in the Tender shall be inclusive of all charges for clearing of site before commencement as well as after completion, water, electrical consumption, meters, double-scaffolding, centering, boxing, staging, planking, timbering and pumping out water, including bailing, fencing, hoarding, plant and equipment, storage sheds, watching and lighting by night as well as day, including Sundays and Holidays, protection of the public and safety of adjacent roads, streets, cellars, vaults, open pavements, walls, houses, buildings and all other erections, matters or things and the contractor shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring, etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of the work and to the satisfaction of the Engineer / Bank .
- 9) Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the contractor and its shall be reckoned from the 10 days after acceptance of order to commence the work or the date of handing over the site to the contractor whichever is later. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the contractor fails to complete the work within the specified period i.e. **90 days**, he shall be liable to pay compensation as defined in the conditions of contract.

- 10) 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 case 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 trades if 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 purposes or for the other reasons whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the Tender amount, subject to such variations as are provided for herein.
- 11) The successful Tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Architect / Engineer with the prior consent in writing of the Bank.
- 12) The successful Tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Architects / Bank.
- 13) The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Architect / Bank and also in compliance of the requirements of the Authorities concerned and no deviation on any account will be permitted.
- 14) (i) If Municipal water connection is not available and should it become necessary for the contractor to drill a bore well for obtaining water for construction purposes or to bring water from outside by Tankers, The Bank shall not be liable to pay any charges in connection therewith.
 (ii) The Electric Power shall be provided by the Bank. If no power is available at site, the contractor shall have to make his own arrangement to obtain electric power connection and maintain at his own cost an efficient service of electric light and power.
 (iii) For water and power, the contractor to whom the work is allotted shall maintain the same in good working conditions.
 (iv) The Bank shall give all possible assistance to the Contractor to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same shall be that of the contractor.
 (vii) If no such facility is available at the site of work and if available found inadequate, it shall be the responsibility of the contractor to make his own arrangement for obtaining water and power at his cost.
- 15) The contractor will have to obtain completion / clearance certificate in respect of services such as water supply, sewerage, etc. The Bank will pay necessary fee to be made to Govt. authorities.
- 16) The Contractor shall strictly comply with provision of safety code annexed hereto.
- 17) The contractor shall indemnify Union Bank of India, against any claim or legal action arising out of the said Act due to the failure of non-compliance of the provisions of the said Act and the penalty or any other amount levied by the authorities, shall be recoverable from the payments due to the contractors.
- 18) The Contractor shall comply with the provision of the Apprentices Act, 1961, and the Rules and Orders issued there under from time to time. Failure to do so will be in a breach of the contract and the Bank may in their discretion cancel the contract. The contractor shall also be liable for any pecuniary or other liabilities arising on account of any violation by him of the provisions of the Act.
- 19) The Security Deposit of the successful Tender will be forfeited if he fails to comply with any of the conditions of the contract.

- 20) The contractor shall be responsible for the observance of all Central Rules and Regulation framed by the Central Government under the Contract Labour (Regulation and Abolition) Act, 1970. The Bank shall be entitled to deduct all damages, which it might suffer on account of non-observance of these rules by the Contractor, from the amount payable to the Contractor.
- 21) Contractors are not allowed to remove materials brought at Site against which advances have been paid.
- 22) The Contractor is to provide at all times during the progress of the works and the maintenance period / defect liability period proper means of access, with ladders, gangways, etc., and the necessary attendance to move and adopt as directed for the inspection or measurement of the works by the Bank or their representatives.
- 23) Materials shall be of approved quality and the best of their kind available and shall generally conform to I.S. Specifications. The Contractor shall order all the materials required for the execution of work as early as necessary and ensure that such materials are on site well ahead or requirement for use in the work. The work involved calls for approved standard of workmanship combined with speed and to the entire satisfaction of the Architect/ Bank. All the material shall be approved by the Bank before use. Contractor to arrange samples well in time.
- 24) The Contractors shall after completion of the work clear the Site of all debris and left over materials at his own expenses to the entire satisfaction of the Engineer / Bank and Municipal or other public authorities.
- 25) The contractor herewith agrees that in respect of inspection of works by the Chief Technical Examiner of the works, wing of Central Vigilance Commission and the bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the bills and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract of any work claimed by him to have been done by him under the contract and found not to have been executed or any work is found not to have been executed in accordance with the contract, the contractor shall be liable to refund the amount of over payment made already and it shall be lawful for the bank to recover the same from him in any manner the bank deems fit either from any payments due and / or becoming due to the contractor or from the security deposit or retention money or through any further bills and / or final bill or in any other manner whatsoever not excluding through recourse to legal action. The certification of bills / measurements by Architect and Engineer will be scrutinized by the Bank's Central Office / Audit / Vigilance and any deficiency will be corrected accordingly. Contractor cannot insist for payment just because it is signed by architect / engineer. The contractor herewith agrees to co-operate with the Engineer / Bank while such examinations of works and redo the things without any extra cost to the Bank. It is essential and agreed condition of the contract that any such action taken by the bank shall deemed to be the fully legal and valid and binding on the contractor.
- 26) Contractors are requested to note that no extra item or deviated item of work to be executed without taking prior permission, the Bank shall not be held responsible for the payment of such works executed. Contractors will have to submit all the particulars including purchase bills/price list for the materials along with the rate analysis for verification of item rates.
- 27) If it is observed the existing compound wall, gates railings are damaged then the contractors will have to make good the same at their own cost.
- 28) If contractors fail to pay the taxes/royalties to the Authorities concerned, the bank reserve their rights to recover the said amount from the amount payable to the contractor and pay the same to the Authorities concerned.
- 29) Work is to be executed & measurements are to be paid as per the detail specification & description of item given in the Standard Specification Book except for the items which are specifically mentioned in the tender for which the details of item and mode of measurements to be followed as indicated separately in the conditions of contractors.
- 30) If there are any contracting clauses mentioned in the tender, the interpretation of the same will be done by the Architect / Bank. However, the decision of the Bank will be final and binding.

- 31) After awarding the work, contractor shall get registered with the office of the Labour commissioner and inform Bank accordingly. Contractors shall follow all rules and regulations stipulated by the Labour Commissioner strictly.
- 32) Contractors shall quote consistent rates for the items of similar nature or analogous in specifications for the sections in schedule of quantities. If it is observed that the rates quoted for similar nature of items or analogous in specification under different sections, are inconsistent, then the Bank reserves his right to consider the lowest of rates for all such items and work out the final amount for payment, unless the competent authority finds that there is justifications for such inconsistent rates.
- 33) The contractor shall give a list of his relatives working with the bank along with their designations and addresses.
- 34) No employee of the bank is allowed to work as a contractor for a period of two years of his retirement from bank service, without the previous permission of the bank. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the bank as aforesaid before submission of the tender or engagement in the contractor's service.

THE CONDITIONS HEREINBEFORE REFERRED TO

1. Definition of terms / interpretation:

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

- (a) "Employer/ / owner / Bank" shall mean "Union Bank of India, Government of India undertaking" having Central Office at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 0021 and any of its employees representatives authorized on their behalf.
- (b) "Architect / Bank" - shall mean **Support Services Dept., Architect Division, Central Office, 2nd Floor, Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point Mumbai- 400 021**, or in the event of his or their ceasing to be Architect / Bank for the purpose of this contract such other person as the Bank shall nominate for the purpose.
- (c) "Contractors" (in case of partnership) shall mean.....andtrading as partners in the name and style ofand shall include partners for the time being of the said firm and the legal representatives of a deceased partner.

"Contractors" (in case of individuals) shall mean.....andtrading in the name and style of. and shall include his / their heirs, legal representative assigns or successors.

"Contractors" (in case of company) shall mean.....a company incorporated under19.....and having its registered office atand shall include its successors and assigns.
- (d) "Site" shall mean "Work Place located at **M.S. Marg Building, Union Bank of India, Mumbai**, include any building and erections thereon and any other land (inclusively), as aforesaid, allotted by the Bank for the contractor's use.
- (e) Site Engineer / Engineer: The Engineer of the Bank / Architect / Bank for the management of the project.
- (g) "The works" shall mean the work or works to be executed or done under this contract.
- (h) "This Contract" shall mean Articles of Agreement, the special conditions, the general conditions of contract, the appendix, the schedule of quantities and specifications, attached hereto and duly signed.
- (i) "Notice in writing" or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received), by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- (j) "Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any amending such original.
- (k) "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.
- (l) "Priced Scheduled of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.
- (m) "Net Prices" If in arriving at the contract amount, the contractor shall have added to or deducted from the total of the items in the Tender any sum either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted of the sum so added or deducted by the contractor the amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount

of the Tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

2. SCOPE OF WORK:

The work consists of carrying out DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SEWAGE TREATMENT PLANT (STP) INCLUDING OPERATION & MAINTENANCE FOR FIVE YEARS AT CENTRAL OFFICE BUILDING, UNION BANK OF INDIA, NARIMAN POINT, MUMBAI and making the system operational. It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work.

3. CONTRACTOR’S RESPONSIBILITY

The Contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of Architect /Bank. The Bank may in his absolute discretion and in consultation with the Bank (with prior approval from the Bank) and from time to time issue drawings and/or written instruction, details directions and explanations which are hereafter collectively referred to as “Engineer’s/Architect’s /Bank’s Instruction”.

In regard to: -

- a. The variations or modifications of the design, quality or quantity of works or the additions or omission or substitution of any work.
- b. Any discrepancy in the drawings or between the schedule of quantities and/or drawings and or drawings and or specification.
- c. The removal from the site of any defective materials brought thereon by the contractor and the substitution of any other materials thereof.
- d. The removal and/or re-execution of any works executed by the contractor.
- e. The dismissal from the works of any person employed thereupon.
- f. The opening up for inspections of any work covered up.
- g. The amending and making good of any defects under clause 19 hereof and those arising during the maintenance / defect liability period.

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

4. VISIT TO SITE

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

5. AGREEMENT

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

6. PERMITS AND LICENSES

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

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

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

7. GOVERNMENT AND LOCAL RULES

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

8. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the Bank reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

9. VARIATIONS TO BE APPROVED BY THE ENGINEER / BANK

Notwithstanding anything herein contained, the Bank or his representative shall not, without prior concurrence in writing of the Bank, issue any instructions, verbal or in writing, the Bank can get the work done upto an amount of Rs.25,000.00 (Rupees Twenty five thousand only) and all instruction issued to the contractor should forthwith be brought to the notice of the Bank. The contractor shall submit through the Bank, a statement of variations giving rise quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by the Bank shall form a supplementary tender. The Bank shall not be liable for payment of such variations until these statements are sanctioned by the bank.

10. DRAWINGS AND SCHEDULE OF QUANTITIES AND AGREEMENT.

The contractor on the signing hereof shall be furnished by the Bank free of cost one copy of each of the said drawings and of the 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 by him. The contractor shall keep one copy of all drawings on the works and the Bank or their representatives shall at all reasonable times have access to the same.

11. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of quantities and Specification taken together whether the same may or may not be particularly shown or described therein provided that the same can be reasonably be inferred there from, and if the contractor finds any discrepancies therein, he shall immediately and in writings, refer the same to the Engineer / Bank whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out of the works at his own cost. The Bank shall on account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

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

make good all matters and things disturbed during the execution of works to the satisfaction of the Engineer / Bank .

- (iii) The Contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract, and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the Bank shall otherwise direct.
- (iv) The contractor shall at all times give access to workers employed by the Bank or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the Bank as any be required to enable such workman to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above-mentioned contingent works.

12. AUTHORITIES NOTICES AND PATENTS

The contractor shall confirm to the provisions of any Act of the legislature relating to the works, and to regulations and bye-laws of any authority, and or any water electric supply and other companies and /or authorities with and whose the systems the structures is proposed to be connected, and shall, before making any variations from the drawing or specifications that may be associated to so confirming, give to the Architect written notice, specifying the variations 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 confirming to the provisions, regulations, or byelaws in questions, and variations so necessitated shall be dealt with under clause 13 hereof.

The contractor shall bring to the attention of the bank all notices required by the said Acts, regulations or bye-law 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 said work, and lodge the receipt with the Bank.

The contractor shall indemnify the Bank against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Bank saved harmless and indemnified in all respects from such actions, costs and expenses.

13. CLEARING SITE AND SETTING OUT WORKS

The site shall be cleared of all obstructions, loose stone, and material rubbish of all kind. All holes or hollows either originally existing or produced by removal of loose stone or material shall be carefully filled up with earth, well rammed and leveled of as directed at his own cost. The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, dimensions, levels and the alignment of all the parts thereof. If at any time any error in this respect shall appear during the progress of any part of work or within the period of one year from the completion of the works, the contractor shall at his own expenses rectify such error to the satisfaction of the Bank.

14. DATUM

The average ground level will be considered as the crown of the nearest road, which should be taken as "Datum" which is however, subject to final confirmation by the Engineer / Bank. All levels shown in the drawings are to be strictly adhered to.

16. BENCHES

The contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

These benches will consist of salwood post of adequate length and minimum diameter 75mm to be driven in the ground at suitable distance as directed encased with brickwork. The wire nails will be driven on the top of salwood post on the center lines of columns, walls, inside and outside faces of foundation trenches, in order that lines may be stretched between the benches and accurate intersection of excavation. Centre line of walls, columns, etc. may be clearly indicated and checked at any time if it is so required.

17. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to place provided by him.

The contractor shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the Bank for the purpose, until the building is handed over to the Bank. The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Bank and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

18. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS:

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

The contractor shall have to carry out test on materials and workmanship in approved materials testing laboratories or as prescribed by the Engineer / Bank at own cost to prove the materials quality and test sample, confirm to the relevant I.S. Standard or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting testing etc. shall have to borne by the contractors. No extra payment on this account should in any case be entertained.

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

The Contractor shall set up a field laboratory with necessary equipment for day-to-day testing of material like sand, brick, aggregate etc.

19. INCLEMENT WEATHER

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

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes. The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to window, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

20. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTIONS:

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 Bank's instructions, and the contractor shall upon the request of the Bank furnish him 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 which the architects may require.

21. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON THE WORKS.

The contractor shall give all the necessary personal superintendence during the execution of the works, and as long thereafter as the Engineer / Bank 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) An experienced qualified Engineer as required who shall be in constantly attendance at work while the men are at work. Any directions, explanations, instructions, or notices given by the Engineer / Bank to such representative shall be held to be given to the contractor.

For non-compliance an amount of Rs.20,000/- pm / per Engineer shall be deducted from the contractor for the period required engineers are not provided. However, deduction of payment shall not exonerate contractor for his responsibility for executing quality work.

22. DEPLOYMENT OF LABOURS

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

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

The contractor shall comply with the provisions of all labour legislation including the requirement of

- a) The payment of Wages Act
- b) Workmen's Compensation Act
- c) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.

23. FACILITIES TO BE PROVIDED TO WORKERS

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

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

24. DISMISSAL OF WORKMEN

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

25. ACCESS TO WORK

The Engineer / Bank and their responsible representative shall at all reasonable times have free access to the works and/ or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained the contractor shall give every facility to the Bank, the Bank and their representative necessary for inspection and examination and test of the materials and the workmanship. No. Persons not authorised by the Bank or the Bank except the representatives of Public Authorities shall be allowed on the works at any time.

26. ASSIGNMENT / SUB-LETTING

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign, or under-let the contract or any part share there of or any interest therein without the prior written consent of the Bank and no undertaking shall relive the contractor of the full and entire responsibility of the contract or from active superintendence of works during their progress. Central Govt. / State Govt. companies shall not be allowed to sublet the work on back-to-back basis / labour basis without approval from the Bank. In case, in case contractor sub-let the work, the bank will be entitled to deduct 10% of cost of work executed besides initiating other measures provided in the contract.

27. VARIATIONS

No alterations, omissions or variations shall vitiate this contract, but in case the Architect thinks proper at any time during, the progress of the works to make any alterations in, or additions to or omissions from, the work or any alteration in the kind or quality of materials to be use 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 deviations from any of the provisions of the contract, stipulation specifications or contract drawings without the previous consent in writing of the Bank /Architect / bank and the values of such extras, alternations, additions or omissions shall in all cases be determine by the Bank with the prior approval in writing of the Bank in accordance with the provision of the Clause hereof, and the same shall be added to, or deducted form the contract amount, as the case may be accordingly.

28. SCHEDULE OF QUANTITIES

The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of quantity 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 rectified and the value thereof shall be added to or deducted, from the contract amount (as the case may be), provided that no rectification of errors, if any, shall be allowed in the contractor's Schedule of rates.

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of this tender for the works and the prices stated in the Schedule or 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 works.

The quantities of work may vary to any extent or may be omitted; the contractor cannot claim loss of profit / overhead on this account.

29. MEASUREMENT OF WORKS

- (i) The Bank may from time to time intimate to the contractor and the Bank that he requires works to be measured, and the contractor shall forth with attend or send a qualified agent to assist the Bank in taking such measurements and calculations and to furnish all the particulars or to give all assistance required by any of them.
- (ii) The Engineer will take measurement of the work jointly with the contractor and enter the same in measurement books. Based on these measurements the contractor will raise the bill as per the prescribed format. Bank to verify the bill/measurement and issue certificate stating that the work completed is as per the specifications and the measurement claimed for the works, are actually executed at site. This certificate shall be issued within 7 days after bill submission by the Contractor. The bank to release bill amount within 15 days. If for some reason checking of the bill / measurement is not completed, 75% of the bill amount atleast shall be released within 10 days and the balance within 30 days.
- (iii) Should the contractor not attend or neglect or omit to send such agent then the measurement taken by the Architect or a person approved by him shall be final and binding on the contractors.
- (iv) The contractor or his also supply without charge the requisite number of persons with means and materials necessary for the purpose of measurements or examinations at any time and from time to time of the work or counting weighting of the materials, etc.

- (v) All authorized extra works, omissions and all variations made without the Bank's knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Bank) shall be included in such measurement.
- (vi) Measurements shall be recorded as per IS 1200 mode measurement and in metric system. Measurement shall be recorded in 100 pages bounded measurement book to be supplied by Union Bank of India. Such measurement shall be recorded by the Engineer or Bank's officer and not by contractor. M.B. shall be kept in the custody of the Bank.

30. PROCEDURE FOR MEASUREMENT AND BILLING OF WORK IN PROGRESS:

Running Account Payments to be regarded as Advances:

All running account payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and accepted and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or effect in any way the powers of the Engineer / Bank under these conditions or any of them as to the powers of the Engineer / Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary/affect the contract. The final bill shall be submitted by the contractor within two months of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

31. COMPLETION CERTIFICATE

(i) APPLICATION FOR COMPLETION CERTIFICATE

The Bank /Engineer-In-Charge shall normally issue to the contractor the completion certificate within one month after receiving, an application thereof from the contractor and after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawing and contract documents.

The contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him under the terms of contract.

(ii) Completion Certificate

Within one month of the completion of the work in all respects, the Contractor shall be furnished with a certificate by the Engineer-In-Charge of such completion but no certificate shall be given nor shall the work be deemed to have been completed until all scaffolding, surplus materials and rubbish is cleared of the site completely. The work will not be considered as complete and taken over by the Bank, until all the temporary works, labour and staff colonies etc., constructed, are removed and the works site cleared to the satisfaction of the Engineer.

If the Contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-In-Charge may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean up the site and the contractor shall forthwith pay the employer for all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except of any sum actually realized by the sale thereof.

(iii) CERTIFICATE (to be issued by the Engineer)

It is certified that various items of works claimed in the RA Bill by Contractorhas been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully confirming to the standard and/or prescribed specifications and drawings. Quality and rates verified. The material supplied and work done conform tender specifications. We further certify that we have checked the measurement to the extent of 100 per cent of each item claimed in this bill. As net amount of Rs..... (Rupees

.....) is recommended to be paid to the contractor making the total upto date payment of Rs.....

(Rs.)

Quality and rates verified. The material supplied and work done confirm with the tender specifications.

DATE: **SITE ENGINEER / BANK'S REPRESENTATIVE**

The above certification shall be endorsed in the relevant Measurement Books also by the Bank.

iv. FORMAT FOR RUNNING BILL

ON LETTER HEAD OF CONTRACTOR

Running Bill No.

Tender Amount		Rs.
Value of work done		Rs.
Less rebate	(-)	Rs.

Net Value of work done		Rs.
Extra variation items after settlement @100%		Rs.
Extra variation items without settlement @75%		Rs.

Total		
Add : Cost of material on site @ 75%		Rs.

Total payable		Rs.
Deductions		
1. Retention money		Rs.
2. Recovery of advance if any		Rs.
3. Income-tax		Rs.
4. Any other		Rs.
5. Total bill paid till last bill		Rs.

Total deductions		Rs.
Net payable		Rs.
Amount certified for payment		Rs.

Note: This page shall be signed and stamped by the Site Engineer, Contractor and Project Architect.

vi. **FORMAT FOR RUNNING BILL (To be submitted by the contractor)**

I	Name of the Contractor / Agency	:	
II	Name of the Work	:	
III	Sr.No. of the Bill	:	
IV	Sr.No. of the Previous Bill	:	
V	Reference to Agreement No.	:	
VI	Date of written order to commence	:	
VII	Date of Completion as per Agreement	:	
VIII	Date of Measurements	:	
XI	Present status of work	:	

Sno.	Items Description	Unit	Rate	Qty. as per measurement	Tender Amount Rs.
1	2	3	4	5	6

Up to previous RA Bill		Up to date gross		Present bill		Remark
Qty	Amt.	Qty.	Amt.	Qty.	Amt.	
7	8	9	10	11	12	13

Note:

1. If part rate is allowed for any item, it should be indicated with reasons for the allowing such a rate.
2. If adhoc payment is made, it should be mentioned specially.

vii. **PROFORMA FOR APPLICATION FOR EXTENSION OF TIME PERIOD**

1.	Name of Contractor	:	
2.	Name of the work as given in the Agreement	:	
3.	Agreement No.	:	
4.	Estimated tender amount	:	
5.	Date of Commencement of work as per Agreement	:	
6.	Period allowed for completion of work as per Agreement.	:	
7.	Date of Completion stipulated in Agreement.	:	
8.	Period for which extension of time has been give previously	:	
a)	Ist extension vide Architect's /Bank's letter	:	
	No. Dated Month Days		
b)	2 nd extension vide Architect's /Bank's letter	:	
	No. Dated Month Days		
c)	3 rd extension vide Architect's /Bank's letter	:	

	No.	Dated	Month	Days		
d)	4 th extension vide Architect's /Bank's letter				:	
	No.	Dated	Month	Days		
	Total extension previously given				:	
9.	Reason's for which extensions have been previously given (Copies of the previous applications should be attached)				:	
10.	Period for which extension is applied for				:	
11.	Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.				:	
a)	Serial No.					
b)	Nature of Hindrance					
c)	Date of occurrence					
d)	Period for which it is likely to last.					
e)	Period for which extension required for this particular hindrance					
f)	Over lapping period if any, with reference to item (e) above					
g)	Net extension applied for					
h)	Remarks, if any					
12.	Extension of time required for extra work				:	
13.	Details of extra work and the amount involved				:	
a)	Total value of extra work					
b)	Proportionate period of extension of time on estimated amount put to tender.					
14.	Total extension of time required for 11 & 12				:	

Submitted to the Architect/Bank.

Date:

Sign of Contractor

32. ENGINEER

The Site Engineer or any representative of the Bank or the Bank shall have power to give notice to the contractor or to his representative, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Architect is obtained. The work will be from time to time be examined by the Architect / the Bank's Engineer or the Bank's representative, but such examination shall not in any way exonerate the contractor from the obligations to remedy any defects which may be found to exist at any stage of the works or after the same is complete. Subject to the limitations of this clause, the contractor shall take instructions only from the Architect / Bank.

33. DUTIES OF ENGINEER

1. To make a thorough study of contract documents, Architectural/Structural drawings and other details so as to bring out ambiguities/discrepancies between them and to obtain clarification from the Competent Authority well in time to avoid delays.
2. To render a certificate to the Competent Authority to the effect that he has studied the contract documents, drawings and specifications.

3. To approve the centerline layout of building pegged out on site by the contractor and the benches for ground floor and other levels.
4. To take charge of objects of value and antiquity found on site or in excavations, immediately, after their discovery, to hold them in safe custody and to hand them over to the Competent Authority of the Bank for further action.
5. To approve the foundation strata when the appropriate depth of excavation is reached in consultation with the architects.
6. To ensure that the quality of materials and workmanship as laid down in the contract is maintained and the accuracy of dimension shown on drawings is attained in the construction.
7. To watch the validity of the building permission issued by the Local Authority and to ensure that the revalidation, if necessary, is obtained well in time.
8. To arrange periodical reconciliation of cement and steel account and ensure that proper recoveries are affected from contractor's running account bills.
9. To maintain the under noted records at the site of work, in addition to normal routine requirements of an office:
 - a. Daily Progress Record
 - b. Work Site Order Book.
 - c. Instruction by Bank's Officers.
 - d. Cement Statement (Receipt/Consumption/Balance).
 - e. Steel Register/any other costly Material Register.
 - f. Contract Pour Reports including Slump Test Record.
 - g. Concrete Cube Test Register.
 - h. Test Registers of other materials/fittings, fixtures, and equipments as stipulated in the tender.
 - i. Register of Drawings and Working Details.
 - j. Log Book of Defects.
 - k. The Site Engineer should maintain in a Hindrance Register giving details of commencement and removal of each hindrance.
 - l. Dismantled Materials Account Register.
 - m. Supply and consumption register of scarce/costly materials like bitumen, lead, laminates, special paints etc.
 - n. Record of cement used/received: Day to day record of cement used/received shall be entered in the register and signed by the Site Engineer of the Bank as well as contractors representative at site.
 - o. Record of reinforcement bars received at site: Necessary entry for reinforcement bars of each category shall be made in the register for steel and signed by the site engineer of Bank and the contractor daily.
 - p. To study the quality of approved coarse and fine aggregate and get the design of the concrete mixes in accordance with modern practice. The Site Engineer shall ensure that the mix design for RCC work shall be carried out by the Architect/Structural Bank, if applicable.
 - q. To record measurements of completed work jointly with the Contractor and to process those in running account bills.
 - r. To receive running account bills from the contractor and to forward them after checking, to the Competent Authority with his comments and recommendations and accompanied by all supporting documents.
 - s. To submit to the Competent Authority the Progress Report fortnightly.
10. To watch that the concerned contract does not lapse for want of extension of time. Therefore, to keep it alive and in operation from point of consideration that "Time is the essence of contract".
11. To ensure that progress on every contract is in accordance with the appropriate stage of its Time and Progress Chart.
12. To prevent contractor from proceeding with any work on which the contractor has got intentions of raising claims of extra/deviated items, until the Competent Authority approves the work to continue.

13. To receive the Final Bill from the contractor, to check it, and forward it with his comments and recommendations to the Competent Authority with all the supporting documents duly attached.
14. To submit the final summary of costs for the project to the Competent Authority.
15. To submit the Competent Authority authentic information on and the under noted records pertaining to the completed work in order to enable the Competent Authority to finalise them in the due course:
 - a) Record i.e. as completed drawings.
 - b) Record of Standard Measurements for periodical services.
 - c) Inventory of fittings and fixtures.

To hand over to the Competent Authority a “first draft” of “A Note of Comprehensive Information to the User” containing detailed instructions on how to use and maintain the completed building to the best advantage of the Bank.

34. PRICES FOR EXTRAS ETC. ASCERTAINMENT OF NON-TENDER ITEMS

The contractor may, when authorized, and shall, when directed in written by the Architect / Bank with the approval of the Bank, 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 contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Architect / Bank shall, if confirmed by them in written seven days, be deemed to have been given in writing.

Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- (a) (i) The net rates or prices in the original tender shall determine the valuations of the extra tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar 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.
- b) The net prices of the original tender shall determine the value of the 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.
- (c) Where the extra works are not of similar character and /or executed 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 the whole of the contract works or to any part thereof shall be such that in the opinion of the Architect the net rate or price contained in the priced schedule of quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the contractor or is by reason unreasonable or inapplicable, the Architect shall fix such other rate or price as in the circumstances he shall feel reasonable and proper, with the prior approval in writing of the employer.
- (d) Where extra work cannot be properly measured or valued the contractor shall be allowed days work prices as the priced schedule of quantities or, if not so stated, then in accordance with the local day work rates and wages for the district; provided that in either case vouchers specifying the daily time (and if required by the Architect, the workman's name) and materials employed to be delivered for verification to the Architect, or his representative at to the Architect or his representative at or before the end of the week following that in which the work has been executed.

Actual cost of materials Rs.

Add for Labour charges Rs.

Add for Taxes, Transportation, If any. Rs.

Add for Wastage of Materials

(Upper Limit 5% wherever applicable) Rs.

Add for water and electricity Charges if any

Required, upper limit 2% of basic cost of materials. Rs.

Add for 10% towards contractor's overheads and profit Rs.

Final rate arrived.

Rs

35. UNFIXED MATERIALS WHEN TAKEN INTO ACCOUNT TO BE THE PROPERTY OF THE BANK

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

36. REMOVAL OF IMPROPER WORKS

The Architect/Bank shall, during the progress of the works, have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in order, of any materials which in the opinion of the Architect/Bank are not in accordance with the specifications or the instructions, the substitution of proper materials, the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specification instruction and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of the contractor to carry such order, the Bank shall have the power to employ and pay other persons to carry out the same and all expenses consequent thereon, or incidental thereto, shall be deducted by the Bank from any money due or that may become due, to the contractor.

No certificate, which may have been issued by the Architect/Bank, shall relieve the contractor from his liability in respect of unsound work of bad materials.

37. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfactions of the Bank all defects, shrinkage, settlements or other faults, which may appear within 12 months after completion of the work. In default the Bank may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental there to shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank, in lieu of such amending and making good by the contractor, deduct from any amount due to the contractor, a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that from the contractor from the amount retained as retention money together with any expenses the Bank may have incurred in connection therewith.

38. CONCEALED WORK:

The contractor shall give due notice to the Bank / architects whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Bank / architect be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the employer / architects shall be accepted as correct and binding on the contractor.

39. CERTIFICATE OF VIRTUAL COMPLETION & DEFECTS LIABILITY PERIOD

The work shall not be considered as completed until the architect has certified in writing that they have been virtually completed. The defects Liability Period shall commence from the date indicated in the virtual completion certificate issued by the Architect.

40. NOMINATED SUB-CONTRACTORS

All specialist, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Architect/ Bank are hereby declared to be Sub-Contractors employed by the Contractors and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Architect and Contractor shall otherwise agree) who will not enter into a Contract providing: -

- a. That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations 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-Contractor, his servants or agents or any misuse by him or them of 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 Architect's Certificates provided that before any certificate is issued, the contractor shall upon request furnish to the architect proof that all nominated Sub-Contractor's accounts included in the previous Certificate have been duly discharged;
in default whereof the Employer may pay the same upon a Certificate or the Architect and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privacy of Contract as between Employer and Sub-Contractor.

41. OTHER PERSONS ENGAGED BY THE BANK

The Bank reserves the right to execute any part of the work included in this contract by other agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all co-operations in this regard.

42. INSURANCE

a. IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY

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

respect of any cost, charges or expenses arising out of claims or proceeding and also in respect of any award of composition and damages arising there from.

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

b. FIRE INSURANCE

- (i) The Contractor shall, within fourteen days from the date of commencement of works, insure the works at his cost and keep them insured until the virtual completion of the contract, against loss or damage by fire and / or earthquake, flood with an office to be approved by the Architect in the joint name of the Bank and the Contractor (the name of the former being placed first in the policy), for the contract amount only. The Contractor shall deposit the policy and receipts for the premium with the owner within 21days from the date of issue of work order, unless otherwise instructed by commencement of the works, unless otherwise instructed by the Architect. In default of the Contractor insuring as provided above, the Bank or the Architect on his behalf, may so insure the works and may deduct the premium paid from any money due or which may become due to the Contractor without prejudice to the other rights of the Bank in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or work reinstated by the Insurance office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the incident had not occurred and in all respects under the same conditions of the Contract. The contractor in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Bank / Architect deemed fit.

- (ii) The amount so due as aforesaid shall be the total value of the works duly executed and of the contract materials and goods delivered upon the site for use in works upto and including a date not more than seven days prior to the date of the said Certificate less the amount to be retained by the Employer (as hereinafter provided) and less any installments previously paid under this clause. Provided that such Certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

c) The Contractors will have to take out following Insurance Policies:

Contractors All Risks Insurance Policy to cover-

Earthquake- Fire & Shock

Landslide/Rockslide/Subsidence.

Flood/Inundations.

Storm/Tempest/Hurricanes/Typhoon /Cyclone Collapse.

Theft/Burglary.

Damage to material brought at Site and to be subsequently used in the work.

Third party Insurance Policy

a. For accidental loss or damage caused to the property of other persons.

b. For fatal or non-fatal injury to any person other than insured own employees or work men of employees of the owner of the works any other construction work thereon, or member of the Insured's family or of any of the aforesaid; directly consequent upon of solely due to the construction of any property described in the Schedule.

c. Workmen's Compensation Insurance.

43. ACCOUNTS RECEIPTS & VOUCHERS:

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

45. LIQUIDATED DAMAGES / DAMAGES FOR NON-COMPLETION

If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time and the Architect certifies in writing that in his opinion, the same ought reasonably to have been completed, the Contractor shall pay the Bank liquidated damages @ 1% of the contract amount per week of delay subject to maximum deduction of 10% of the contract amount.

46. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS

- i) The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.
- ii) All drawings maintained on the site are to be carefully mounted on Boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants and other insects.
- lii) The contractor shall provide at his own cost all-artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specified time.
- iv) The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights, etc. required.
- v) The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences,.
- vi) Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction and all receptacles, cisterns, water tans, etc., used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Employer against any breach of rules in respect of anti-malarial measures.
- vii) The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Bank.

47. PROTECTIVE MEASURES

The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

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

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

Storage of materials: The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of sub-contractors and remove same on completion.

Cement godown shall be constructed for storing about six weeks' requirement of cement and stored as per norms with a stack of 10 bags each and 2 feet opening all around with 2 feet passage of each stack. Structure shall be water-proof from all the sides and top. Cement should be stored one feet above the ground level and have pucca raised floor.

So also reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

Tools: Theodolite levels, prismatic compass, chain, steel and metallic taps and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the site engineer.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement shall be supplied by the contractor.

The mistries and the supervisors on the works shall carry with them always a one meter or two meter steel tape, a measuring tape of 30 meters, a spirit level, a plum bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc. by sub-contractors for their work.

48. DATE OF COMMENCEMENT & COMPLETION

The Contractor shall be allowed admittance to the Site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Architect / Bank and he shall there upon and forthwith begin the works and shall regularly proceed with and complete the same (except the painting or other decorative works the Architect / Bank may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provision for extension of time hereinafter contained.

49. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

(i) Time of completion: The entire work is to be completed in all respects within the stipulated period i.e. **90 days**. The work shall be deemed to be commenced within 10 days from the date of acceptance of work order or date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor. The work shall not be considered as complete until the Bank / Architects have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

(ii) Extension of time: If in the opinion of the Architect / Bank the work has been delayed

- (a) by force majeure; 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 the Contractor's own default or
- (d) by the works or delay or the other Contractors or tradesmen engaged or nominated by the Bank or the Architect and not referred to in the Schedule of Quantities and/or specification or
- (e) by reasons of the Architect's instructions as per clause 2 hereof or
- (f) by reason of any combination of workmen or strike or lock-out affecting any of the building trades or
- (g) in consequence of the Contractor not having received in due time necessary instructions from the Architect for which he shall specifically apply in writing or
- (h) from other cause which the Bank may consider as beyond the control of the Contractor or
- (i) In the event, the value of work exceeds the value of the Priced Schedule of Quantities owing to variation, the architect may with the previous approval in writing of the Bank make a fair and reasonable extension of time for the completion of the Contract works.

In case of such strike or lockout, the Contractor shall as soon as give written notice thereof to the Architect / Bank, but the Contractor nevertheless constantly use his endeavor to prevent delay and shall do all that may be reasonably required to the satisfaction of the Architect/Bank to proceed with the work and on his doing so that it will be ground of consideration by the Bank for an extension of time as above provided. The decision of the Bank as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the Bank shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the Bank were substituted for and the damage shall be deducted accordingly.

(iii) **PROGRESS OF WORK:** During the period of construction the contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the contractor immediately before commencement of work and agreed to by the Bank / Architects. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the project.

50. FAILURE BY CONTRACTOR TO COMPLY WITH ARCHITECT / ENGINEER'S INSTRUCTION

If the Contractor after receipt of written notice from the Architect / Bank requiring compliance within ten days fails to comply with such further drawings and/or Architect's instructions, the

Bank may employ and pay other persons to execute any such work whatsoever the may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank on the Certificate of the Architect / Bank as a debt or may be deducted by him from any moneys due to the Contractor.

51. Idle labour:

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

52. Suspension:

If the contractor except on account of any legal restraint upon the Bank preventing the continuance of the work or in the opinion of the employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Bank shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the employer may proceed as provided in clause Termination of Contract by employer.

53. TERMINATION OF CONTRACT BY THE BANK

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

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

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

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

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

OR if the architect / Bank shall certify in writing to the Bank that the contractor:

- i. Has abandoned the Contract, or
- ii. Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Architect notice to proceed, or
- iii. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- iv. Has failed to remove materials from the Site or to pull down and replace work within seven days after receiving from the architect written notice that the said materials or work were condemned and rejected by the Architect under these conditions or,
- v. Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the contractor to observe or perform the same.

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

54. Certificates & payments:

The Contractor shall be paid by the Bank from time to time by installments under Interim certificates to be issued the Architect / Bank to the Contractor on account of the works executed when in the opinion of the Architect, work to the approximate value named in the appendix as value of work for Interim Certificates (or less at the reasonable discretion of the Architect / Bank has been executed in Accordance with this contract, subject, however, to a retention of the percentage of such value named in the appendix hereto as “retention percentage from Interim Certificate”, until the total amount retained shall reach the named in the Appendix as “Total Retention Money”, after which time the installments shall be upto the full value of the work subsequently so executed and fixed in the building. The Architect / Bank may in his discretion include the Interim Certificate, such amount, as he may consider proper on accounts of material delivered upon the site by the contractor for use in the works. And when the works have been virtually completed and the Architect / Bank shall have certified in writing that they have been completed, the contractor shall be paid by the Bank in accordance with the certificate to be issued by the Architect / Bank the sum of money named in the Appendix “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 to be issued in writing by the Architect 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 after the expiration of such period as the works shall be finally completed and all defects made good according to the true intent and meaning and hereof whichever shall last happen, provided always that the issue of the Architect / Bank of any certificate during the progress of the works or at or after the completion shall not relieve the contractor from his liability under clause 2 and 20 nor relieve the Contractor from his liability in case 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 all the defects and insufficiencies in the works or materials which is a reasonable examination would not have disclosed. No certificate of the Architect shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract, neither will the contractors have a claim for any amounts which the Architect / Bank might have certified in any interim bill and paid by the Bank and which might subsequently be discovered as not payable and in this respect the Bank’s decision shall be final and binding.

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

The Architect / Bank may by any certificate make any correction in any previous certificate, which shall have been issued by him.

No certificate of payment shall be issued by architect if the contractor fails to insure the works and keep them insured till the issue of Virtual completion certificate.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim nor shall it conclude determine or affect in any way the power of the Bank under these conditions or any of terms as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

55. EXCEPTED MATTERS / MATTERS TO BE FINALLY DECIDED BY THE BANK / ARCHITECT / BANK:

The decisions, opinion, direction, certificate (except for payment) with respect to all or any of the matters under this tender shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the architect or any refusal of the architect to give any of the same, shall be subject to the right of arbitration and review. The Architect to give recommendations/ opinion in respect of interpreting the various clauses. However, the decision from the competent authority of the bank shall be final and binding.

56. SETTLEMENT OF DISPUTES BY ARBITRATION

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

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

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

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

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

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

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

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

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

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

agreed to be so referred to arbitration.

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

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

57. RIGHT OF TECHNICAL SCRUTINY OF FINAL BILL

The Bank shall have right to cause a technical examination of the works and the final bill 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 or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Bank to recover the sum. The Bank reserves the right to alter / reduce amount certified by Engineer, if noticed that certification is not proper.

The subject work will be scrutinized by the Chief Technical Examiner's Office, a technical wing of Central Vigilance Commission and other Vigilance and Audit Authorities of the Bank. Decision of this Authority shall be binding on the contractor. Any discrepancy noted detected shall be rectified by the contractor free of cost or appropriate amount will be recovered from the contractor's payment.

58. BANK ENTITLED TO RECOVER COMPENSATION PAID TO WORKMEN:

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

59. ABANDONMENT OF WORKS:

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

60. 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 Bank by purchase made under orders or permits or licenses issued by the 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 bank, if required by the Bank, at the price to be determined by the Architect having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of Sales Tax, Octroi Duty and other such levies paid by the contractor in respect thereof. In event of the breach of the aforesaid condition, the contractor shall, in addition to being liable to action for contravention of the terms of license or permit and /or criminal breach of trust, be liable to Bank for all such moneys, advantage or profits resulting or which in the usual course would have resulted to him by reason of such breach.

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

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

APPENDIX / MEMORANDUM TO CONDITIONS OF CONTRACT

Estimated cost	Rs. 15.00 lacs
EMD	EMD shall be Rs.30,000/- payable in form of Demand Draft / Pay Order favoring Union Bank of India payable at Mumbai
Initial security deposit	The amount of ISD shall be 2% of the accepted value of the tender including EMD.
Date of commencement	10 th day from the date of acceptance of work order OR date of site possession, whichever is later.
Time for completion of work	As per time schedule given in tender document i.e. 90 DAYS.
Retention money to be deducted from the bills.	8% of the certified gross value of each running bill, till accumulating total security deposit including ISD.
Total Security Deposit	10% of Contract amount / value of final bill whichever is maximum.
Defect Liability Period	Twelve months from the virtual completion. However, if all the works or more than one works awarded to one contractor the defects liability period will be reckoned from the date of virtual completion of last work.
Period of Final Measurement	2 months.
Liquidated damages	Shall be 0.5% of contract amount per week of delay subject to ceiling of 7.5 % of the accepted contract amount.
Value of works for Interim Certificates	Value not less than Rs.5.00 lacs (Rs.five lacs only) or as decided by the Bank.
Payment after virtual completion	50% of total security deposit will be returned after (i) issue of virtual completion certificate by the project architect. (ii) Contractor's removal of his material, equipments, cleaning of site and against Bank Guarantee (for the final bill value of Rs.10.00 lac and above). Balance 50% of retention money shall be released 14 days after satisfactory completion of defect liability period.
Period for honouring interim certificate.	75% of the bill amount shall be honoured within 10 days after getting certificate from project architect and submitting to the bank. Balance 25% bill amount payable within 30 days after checking by the Bank.
Recovery towards taxes.	As per rules applicable from time to time.

ADDITIONAL CONDITIONS

1. **Tenderer to inspect Site:** The tenderer shall visit and examine the construction site and satisfy himself as to the nature of the existing roads or other means of communications, the character of the soil and the excavation, the extent of magnitude of the work and facilities for obtaining material and shall obtain generally his own information on all matters affecting the execution of the work. No extra changes made in consequence of any misunderstanding or incorrect information on any of these points or on grounds of insufficient description will be allowed. All expenses incurred by the contractor in connection with obtaining information for submitting this tender including his visits to the site or efforts in compiling the tender shall be borne by the Tenderer and no claim for reimbursement thereof shall be entertained.
2. **Access to Site:** The tenderer is to include in his rates for forming access to the Site with all temporary roads gangways required for the works.
3. **Setting out:** The tenderer shall set out the building in accordance with the plans. All grid/center lines shall be pegged out to satisfaction of the Architects. The tenderer shall be responsible for the correctness of the lining out and any inaccuracies are to be rectified at his own expenses. He will be responsible for taking ground levels of the Site before setting out and recording them without any extra charge.

The tenderer shall construct and maintain proper benches at the intersection of all main walls, columns, etc., in order that the lines and levels may be accurately checked at all times.

4. **Treasure Trove:** Should any treasure, fossils, minerals, or works of art of antiquarial interest be found during excavation or while carrying out the works, the tenderer shall give immediate notice to the Architects of any such discovery and shall make over such finds to the Employer.
5. **Attendance upon all Trades:** The general tenderer shall be required to attend on all the Tradesman or Sub-contractor/ contractors appointed by the bank for Water-Supply & Sanitary, Electrical installation, Fire Protection, Air-conditioning, Security Equipment, Hardware, Telephone and other special contractors. The rates quoted shall be inclusive of attendance and also allow the contractors and retain until such times the relevant Sub-contract works are completed.
6. **Sheds for materials:** The contractor shall provide all necessary sheds of adequate dimensions for shortage and protection of materials like cement, lime, timber, and such other materials including tools and equipments which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open.
Cement should be stored one feet above the ground level and have pucca raised floor.

So also reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

All such sheds shall be cleared away and the whole area left in good order on completion of the contract to the satisfaction of the Architects.

All materials which are stored on the site such as bricks, aggregate, etc. shall be stacked in such a manner as to facilitate rapid and easy checking of quantum of such materials.

7. **Cost of transporting:** The tenderer shall allow in his cost for all transporting, unloading stacking and storing or supplies of goods and materials for this work on the site and in the places approved from time to time by the Architects/Bank. The tenderer shall allow in his price for transport of all materials controlled or otherwise to the site.
8. **Materials, Workmanship & Samples:** Materials shall be of approved quality and the best of their kind available and shall generally conform to I.S. Specifications, The Contractor shall order all the materials required for the execution of work as early as necessary and ensure that such materials are on site well ahead of requirement for use in the work. The work-involved calls for high standard of workmanship combined with speed and to the entire satisfaction of the Architects.

9. **Rates for Non-Tender Items:** Rates of items not included in Schedule of Quantities shall be settled by the Architects as mentioned in the variation clause of the Contract Conditions.

10. **Rate to include:** The rates quoted shall be for all heights and depths and for finished work.

The contractor shall ascertain from other contractors as directed by the Architects all particulars relating to their work with regard to the order of its execution and the position in which cases, holes and similar items will be required, before the work is taken in hand as no claims for extras will be allowed for cutting away work already executed in consequence of any neglect by the contractors to ascertain these particulars beforehand.

Before ordering materials, the contractors shall get the samples approved from the Architects well in time.

11. **Testing of work and material:** The contractors will have to carryout testing of the material at regular interval to proof quality, soundness and efficiency of the material. Expenditure required for testing and transportations shall be borne by the tenderer.

- Cost of testing and transport will be borne by contractors.
- Any other materials will be tested by contractors at his own cost as per the instruction of Architect and Bank from time to time.
- Frequency stated above is minimum and the Contractor may have to test materials with any frequency or as instructed by Bank/Architects without any cost.

If after any such test the work or portion of works is found in the opinion of the Architect to be defective or unsound, the contractor shall pull down and re-do the same at his own cost. Defective materials shall immediately be removed from the site.

12. **Mechanical Plant:** The contractor will be required to provide and maintain in working order the following power-driven equipments during the constructions work: -

- i. Devices to lift up materials to the highest level of the building of the capacity in R.C.C. beams, columns and partition wall and surface type vibrators shall be maintained on the site of work.
- ii. Pumps for bailing out water.
- iii. Any other machinery ordered by the Architects.

13. **Foremen and Tradesmen:** All tradesmen shall be experienced men properly equipped with suitable tools for carrying out the work of carpentry and joinery and other specialist trades in a first class manner and where the Architects deemed necessary, the contractor shall provide any such tools, special or ordinary which are considered necessary for carrying out the work in a proper manner.

All such tradesmen shall work under an experienced and properly trained foremen, who shall be capable of reading and understanding all drawings, pertaining to this work and the contractor shall also comply with other conditions set out in Clause 9 of the conditions of the contract.

18. **Work Programme / weekly progress report:**

The contractor shall prepare and submit to architects for approval, a bar chart showing the programme of construction of various items, fitted within the period stipulated for completion, within 15 days of the communication of the acceptance of the tender. The contractor shall also furnish necessary particulars to the site engineer for compiling weekly progress reports in the form furnished by the architects.

18. **Photographs:** The contractor shall at his own expense supply to the architects with triplicate copies of large photographs not less than 25cm x 20cm (10"x8") of the works taken from two approved portions of each building, at intervals of not more than three months during the progress of the work, or at every important stage of construction.

19. **Preparation of building for occupation and use on completion:**

The whole of the work shall be thoroughly inspected by the contractor and all deficiencies and defects put right. On completion of such inspection, the contractor shall inform the architects in writing that he has finished the work and it is ready for the architect's inspection.

On completion, the contractor shall clean all windows and doors and all glass panes, including cleaning of all floors, staircases and every part of the building including oiling of all hardware. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the architects.

20. **Clearing of Site:** The contractor shall after completion of the work clear the site of all the debris and left over materials at his own expense to the entire satisfaction of the Architects and Municipal or other public authorities.

The whole of the work shall be thoroughly inspected by the contractor and all deficiencies and defects put right. On completion of such inspection, the contractor shall inform the Architects in writing that he has finished the work and it is ready for the Architects inspection.

21. **Contractor to provide etc:** The contractor shall provide a notice board on proper supports 2 m. x 1.5m (6' x 4'-6") in a position approved by the Architects. He shall allow for painting and lettering stating name of work, general contractor and Sub-contractor. All letters except that of the name of the work shall be in letters not exceeding 5 cm. in height and all to the approval of the Architects.
22. **Vouchers:** The contractor shall furnish the Architects with vouchers on request, to prove that the materials are as specified and to indicate the rates at which the materials are purchased in orders to work out the rate analysis of the non-tender items which he may be called upon to carry thereafter.



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VOLUME - II

APPOINTMENT OF CONTRACTOR FOR DESIGN, SUPPLY, INSTALLATION, TESTING &
COMMISSIONING OF SEWAGE TREATMENT PLANT (STP) INCLUDING OPERATION &
MAINTENANCE FOR FIVE YEARS AT CENTRAL OFFICE BUILDING, UNION BANK OF INDIA,
NARIMAN POINT, MUMBAI

PRICE BID

Name of the Contractor_____

Name of Work: APPOINTMENT OF CONTRACTOR FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SEWAGE TREATMENT PLANT (STP) INCLUDING OPERATION & MAINTENANCE FOR FIVE YEARS AT CENTRAL OFFICE BUILDING, UNION BANK OF INDIA, NARIMAN POINT, MUMBAI

SCHEDULE OF WORKS					
Sl. No.	Description of work	Qty.	Unit	Rate	AMOUNT Rs. P
1	Study, Design, Supply, Installation, Testing, Commissioning, Operation & Maintenance of Sewage Treatment Plant (Sub-total 1)		LS		
2	Less Buyback value of existing STP dismantled (Sub-total 2)	(-)	LS		
3	Service Tax @ 12.36% on..... (Sub-total 3)				
4	Sub-total (1-2)				
	Total-I (3+4)in figures:				
	Total-I (3+4) in words:				

COMPREHENSIVE OPERATION & MEINTANANCE COST FOR 5 YEARS (TO COMMENSE AFTER COMPLETION OF DEFECTS LIABILITY PERIOD OF ONE YEAR): -

AMC YEAR	RATE in Rs.	SERVICE TAX @-----in Rs.	TOTAL AMOUNT in Rs.
FIRST YEAR			
SECOND YEAR			
THIRD YEAR			
FOURTH YEAR			
FIFTH YEAR			
TOTAL-II:			

Total in Words (II):- _____

TOTAL (I + II): - Rs. _____

Total in words (I+II):- _____

_____ Rupees.

Place

Date

_____ Additions / _____ Overwriting / _____ Corrections