

**UCO BANK**  
**RTC, AHMEDABAD**  
4<sup>TH</sup> FLOOR, UCO BHAVAN, NEAR SANYAS ASHRAM,  
ASHRAM ROAD, AHMEDABAD - 380009

**TENDER DOCUMENT**  
**FOR**  
**CIVIL WORK FOR RENOVATION & FURNISHING WORK**  
**OF**  
**OFFICE, CLASS ROOMS & HOSTEL ROOMS AND CANTEEN**  
**INCLUDING KITCHEN**

**AT**  
2<sup>ND</sup> FLOOR TO ,6<sup>TH</sup> FLOOR, UCO BHAVAN, ASHRAM ROAD,  
AHMEDABAD - 380009

NAME OF THE TENDERER: .....

ADDRESS OF THE TENDERER: .....

DATE OF SUBMISSION OF TENDER: .....

**ARCHITECT CONSULTANT**  
**VIJAY SAHIJWANI & ASSOCIATES**  
55, Sahyadri Appartment  
Near Stadium Circle  
Navrangpura  
Ahmedabad - 380009

Mobile: 9824095276  
E-Mail: vijay\_sahijwani@yahoo.com

## **NOTICE INVITING TENDER**

Sealed tenders on item rate basis are invited by Agm / Principal RTC UCO Bank, Ahmedabad from Empanelled Contractors having Sound Technical and Financial capacity for Civil Work for Renovation & Furnishing work at RTC, UCO BHAVAN, Ashram Road, Ahmedabad – 380009.

**A. Name of the Work:**

CIVIL WORK FOR RENOVATION & FURNISHING WORK AT UCO BHAVAN,

**B. Location :**

Uco Bhavan, at 2<sup>ND</sup> Floor to 6<sup>TH</sup> Floor, Ashram Road, Ahmedabad – 380009

**C. Estimated Cost :**

Rs. 9,97,350=00 (excluding GST)

**D. Time of Completion**

**15 Days** from the date of written orders to commence the work or from the date of handing over of the site, whichever is later (in accordance with the phasing, if any).

**E. Earnest Money Deposit (EMD):**

*The tender shall be accompanied by earnest money deposit of **Rs.9,900.00 (Rupees Nine Thousand Nine Hundred only)** in the form of Crossed Demand bank draft/Pay order issued in favour of 'AGM / PRINCIPAL RTC UCO BANK, AHMEDABAD' payable at AHMEDABAD without which tender will be liable to rejection. Earnest money deposit in respect of the successful tenderer will be retained.*

**F. Initial Security Deposit (ISD):**

*The successful tenderer to whom the contract is awarded will have to deposit as "initial security deposit" (ISD) a further sum to make up 2% of the value of the accepted tender including the Earnest Money. ISD may be submitted in the form of Demand Draft/Pay Order or Banker's cheque. The initial Security Deposit will have to be made within 7 days from the date of acceptance of tender, failing which the Bank at its discretion may revoke the letter of acceptance and forfeit the Earnest Money deposit furnished along with the tender.*

**G. Retention Money:**

*To be deducted from Progressive running bills @ 8 % of the gross value of the Running Bill.*

**H. Release of Retention Money:**

**100%** after expiry of the Defect liability period. Retention money will not bear any interest.

**I. Date & Place of Submission of Tender:**

13/03/2020 up to 3.00 P.M. at Agm/Principal RTC, UCO BANK, 4<sup>TH</sup> Floor, UCO Bhavan, near Sanyas Ashram, Ashram Road, Ahmedabad – 380009.

**J. Tender addressed to:**

AGM / PRINCIPAL,  
RTC UCO BANK,  
4<sup>TH</sup> Floor, UCO Bhavan,  
Near Sanyas Ashram,  
Ashram Road, Ahmedabad – 380009.

**K. PRE-BID MEETING:**

12/03/2020 at 4.00 P.M. at RTC UCO BANK, 4<sup>TH</sup> Floor, UCO Bhavan, near Sanyas Ashram, Ashram Road, Ahmedabad – 380009.

**L. Opening of Tender:**

13/03/2020 at 5.00 P.M. at RTC UCO BANK, 4<sup>TH</sup> Floor, UCO Bhavan, near Sanyas Ashram, Ashram Road, Ahmedabad – 380009.

**M. Mode of Submission of Tender**

*The tender should be submitted at RTC UCO BANK, 4<sup>TH</sup> Floor, UCO Bhavan, near Sanyas Ashram, Ashram Road, Ahmedabad – 380009, in two separate sealed covers superscribed Part-I and Part-II containing the documents as under :-*

**Part-I:** Covering letter, Earnest Money, PAN, GST Registration Certificate.

**Part-II:** The Tender Document comprising of General Conditions of Contract, Tender Notice, technical Specifications etc. along with Bill of Quantities duly priced (along with Tender drawing if applicable). Any condition stipulated in Part-II will not be accepted.

**N. Clarification, if any to be obtained from:**

**VIJAY SAHIJWANI & ASSOCIATES**

55, Sahyadri Appartment

Near Stadium Circle

Navrangpura

Ahmedabad - 380009

Mobile: 9824095276

*The Bank reserves the right to accept or reject any or all the tenders received and to place order on one or more firms without assigning any reason whatsoever. The notification of award of contract will be made in writing to the successful tenderer by the Bank.*

AGM / PRINCIPAL,  
RTC UCO BANK,  
AHMEDABAD

## GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE TO TENDERERS

1. Tenders are hereby invited by Agm/Principal RTC UCO Bank, Ahmedabad for **Civil Work for Renovation & Furnishing works** at 2<sup>nd</sup> Floor to 6<sup>th</sup> Floor, Uco Bhavan, Ashram Road, Ahmedabad – 380009. Estimated cost of project is **Rs. 9, 97,350.00** (excluding GST).
2. Contract documents consisting of the plans, complete specifications, the schedule of quantities of the above work to be done, and set of conditions of contract to be complied with by the person whose tenders may be accepted, which will also be found in the form of tenders, can be obtained from bank's website : [www.ucobank.com](http://www.ucobank.com)
3. The site for the work will be made available to the contractor in its present conditions. No space other than the above site can be made available to the contractor for site office, labour camps, storage etc.
4. Sealed tenders on the prescribed form are to be addressed & submitted to "The Agm / Principal, RTC UCO Bank, 4<sup>TH</sup> Floor, UCO Bhavan, near Sanyas Ashram, Ashram Road, Ahmedabad – 380009 upto 3.00 P.M on 13/03/2020 in two separate sealed covers superscripted with Part-I and Part-II containing the documents as under :-

**Part-I :** Covering letter, Earnest Money, PAN, GST Registration Certificate, bank's account details including IFS Code.

**Part-II :** The Tender Document comprising of General Conditions of Contract, Tender Notice, technical Specifications etc. along with Bill of Quantities, duly priced, ( along with Tender drawings if applicable). Any condition stipulated in Part-II will not be accepted.

The Part-I: will be opened at about 5.00 P.M. on 13/03/2020 in presence of tenderers. The tenderers shall depute their authorized representative/s to be present at the time of opening of Part-I. Tender without earnest money in proper form will be rejected.

The Part –II: containing the Bill of Quantities, duly priced will be opened after verification of submissions made in Part-I, which might necessitate withdrawal of conditions and its financial impact on the tendered sum, if any.

5. Tenders are to be on the prescribed form which can be obtained from bank's website : [www.ucobank.com](http://www.ucobank.com) from 03/03/2020.
6. The time allowed for the carrying out of the work will be **15 days** after the date of written orders to commence the work.
7. All corrections shall be attested by the initials of the tenderers with the seal of the firm. In case any discrepancy/ difference is found on checking between rates quoted by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed:
  - a. When there is a difference between the rates in figures and in words, the rate which corresponds to the amounts worked out by the contractor, shall be taken as correct.
  - b. When the amount of any item is not worked out by the contractor or it does not correspond with the rate written either in word, then the rate quoted by the contractors in word shall be taken as correct.
  - c. When the rate quoted by the contractor in figures and in word tallies but the amount is not worked correctly, rate quoted by the contractor shall be taken as correct and not the amount.

- d. Amendments as mentioned above shall be based on the tender marked "original" only.
8. When a contractor signs a tender in an Indian language the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amount tendered should be attested by a witness.
  9. Earnest money, amounting **Rs.9,900.00** in the crossed Demand Draft/Pay order/ Banker's cheque drawn in favour of "Agm/Principal RTC UCO Bank, Ahmedabad", payable at Ahmedabad must accompany each tender in Part-I.
  10. The contractor, whose tender is accepted, will be required to furnish by way of security deposit for the due fulfillment of his contract, such sum as detailed in clause No.22A of General conditions of contract. The EMD of the contractor, whose tender is accepted, shall be forfeited in full in the case he does not remit the Initial Security Deposit within the stipulated period or start the work by the stipulated date mentioned in the award letter.
  11. The acceptance of a tender will rest with the Agm / Principal, UCO BANK, Ahmedabad. The Bank reserves to itself the authority to accept or reject any or all of the tenders received and to place order on one or more firms without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. The bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
  12. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
  13. All rates shall be quoted on the proper form of the tender alone.
  14. An item rate tender containing percentage below/above will be summarily rejected. However, where a tender voluntarily offers a rebate for payment within a stipulated period in Part-I, this may be considered.
  15. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Owner/ Architects shall be communicated to the owner.
  16. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word "Rs." Should be written before the figure of rupees and word "P" after the decimal figures, e.g. Rs.2.00P.and in case of words, the word "Rupees" should be precede and the word "Paissa" should be written at the end, unless the rate is in whole rupees and followed by the words "only" it should invariably be up to two decimal places. While quoting the rate is in schedule quantities. The word "only" should be written closely following the amount and it should not be written in the next line.
  17. The Bank does not bind it-self to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
  18. All taxes including Service Tax ,VAT, Work Contract Tax, or any other tax on material or on finished works in respect of this contract shall be payable by the contractor and the Bank will not entertain any claim except GST whatsoever in this respect at any time. Rates should include all taxes.
  19. The contractor shall give a list of his relatives working with the bank along with their designations and addresses.
  20. 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. This contract is liable to be cancelled if either the contractor or any of his employees 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.

21. The tender for works shall remain open for acceptance for a period of 120 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period, then the Bank shall be at liberty to forfeit Earnest money paid along with the tender.
22. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has /have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summarily rejection.
23. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the component authority in the bank.
24. The tenderer, apart from being a competent contractor must co-operate himself with other agencies.

## **SPECIAL INSTRUCTIONS TO TENDERERS**

### **GENERAL**

The scope of work covers execution and completion of the **Proposed Civil Work for Renovation & Furnishing work at 2<sup>nd</sup> Floor to 6<sup>th</sup> Floor, RTC UCO Bank, Uco Bhavan, Ashram Road, Ahmedabad -380009** in accordance with drawings and specifications prepared by and under the direction and to the satisfaction of the Consultant/ Employer.

**Contract:** The form of Contract shall be according to the Conditions of Contract. The following clauses shall be considered as an extension and not in limitation of obligation of the Contractor.

**Drawings:** Two copies of all drawings (if applicable), shall be furnished by the Consultant/ Bank. to the Contractor for his own use until the completion of the Contract, and shall be accessible at all reasonable times to the Consultant or their representatives. All important drawings are to be mounted on boards and placed in racks and indexed.

**Dimensions:** Figured dimensions are in all cases to be accepted in preference to scaled sizes. Large scale details take precedence over small scale drawings. In case of any discrepancy the Contractor shall ask for clarification before proceeding with the work. The Contractor shall include in his rates for all the items listed in this section.

1. **Contractor to inspect site:** The Contractor shall visit and examine the construction site and satisfy himself at his own cost as to the nature of the existing roads or other means of communications, the extent and magnitude of the work and facilities for obtaining materials and shall obtain generally his own information. Any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description, will not be allowed.

2. **Access to site:** The Contractor is to include in his rates for forming access to site, with all temporary roads gangways required for the works.

3. **Setting out:** The Contractor shall set out the site in accordance with the plans. All grid/centerlines shall be pegged out to the satisfaction of the Consultant. The Contractor shall be responsible for the correctness of the lining out and any inaccuracies are to be rectified at his own expense. He will be responsible for taking levels of work at the site before setting out and recording them without any extra charge.

4. **Treasure grove:** Should any treasure fossils, minerals or work of art of antiquarian interest be found during carrying out the works, the Contractor shall give immediate notice to the Consultant /Bank of any such discovery and shall hand over such finds to the Employer.

5. **Access for inspection:** The Contractor is to provide at his own cost all times during the progress of the works and the maintenance period proper means of access, with ladders, gangways etc. and the necessary attendance to move and adapt as directed for the inspection of measurement of the works by the Consultant or their representatives.

6. **Attendance upon all trades:** The general Contractors shall be required to attend on all the tradesmen or sub-contractors appointed by the Employer for water supply and sanitary, electrical installation, lifts, air-conditioning, security, equipment, hardware, telephone and other specialist Contractors. The rates quoted shall be inclusive of all attendance and also allow the

other Contractors, appointed by the Employer, use of his scaffolding and retain until such time the relevant sub-contract works are completed.

**7. Water supply:** Water shall be arranged in accordance with Clause 21(a) of general instructions to Contractor. The general Contractor shall allow the use of water for other works on the site done by other Contractors appointed by the Employer and the consumption charges shall be paid by each agency as appointed by the Consultant.

**8. Stores and watchmen:** The Contractor shall provide at his own cost for necessary stores of adequate dimension for storage and protection of materials. All such stores shall be cleared away and the whole area left in good order on completion of the Contract to the satisfaction of the Consultant. All materials which are stored such as ply, wood, Laminates or any other matter shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials. The Contractor shall nominate a person who would take instruction from the Consultant/employer.

**9. Cost of transporting:** The Contractor shall allow at his cost for all transporting unloading, stacking and storing of supplies of goods and materials for this work on the site and in the places approved from time to time by the Consultant. The Contractor shall allow at his price for transport of all materials controlled or otherwise to the site.

**10. Office accessories and accommodation:** The Contractor shall also provide at his own expense office furniture with drawing accessories for the official use of the controller and at all times maintain in good working order necessary instruments at site to enable the consultant/employer to check the lines and levels of the work.

**11. Materials workmanship & samples:** Materials shall be of approved quality and the best of their kind available and shall generally conform to relevant 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 Consultant. Before ordering materials, the Contractor shall get the samples approved from the Consultant well in advance.

**12. Rates for non-tender items:** Rates of items not included in schedule of specification shall be settled as per current PWD schedule of rates if not available then to be settled as per variation clause of the condition of contract.

**Rates to include:** The rates quoted shall be for all heights and depths and for finished works, in any shape. 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 chases, holes and similar items will be required, before the work is taken in hand as no claims for extra will be allowed for cutting away work already executed in consequence of any neglect by the Contractors to ascertain these particulars beforehand.

**13. Testing of work and material:** The Contractors shall, if required by the Consultant/employer, arrange to test materials and/or portions of the work at his own cost in order to prove their soundness and efficiency. If after any such test the work or portion of work is found in the opinion of the Consultant to be defective or unsound, the Contractor shall pull down and redo the same at his own cost, defective materials and the debris shall immediately be removed from the site.

**14. Foreman and Tradesmen:** All tradesmen shall be experienced men properly equipped with suitable tools for carrying out all the work of carpentry and joinery and other special trades in a first class manner and where the Consultant deem 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 Forman, who shall be capable of reading and understanding all drawings pertaining to this work.

**15. Work programme weekly progress report:** The Contractor shall prepare and submit to Consultant/employer for approval, a bar chart showing the programme of construction of various items, fitted within the period stipulated for completion, along with submission of the tender. The Contractor shall also furnish necessary particulars to the Consultant for compiling weekly progress reports in the form furnished by the Consultant/employer.

**16. Clearing of site:** The Contractor shall after completion of the work clear the site of all debris and left over material at his own expense to the entire satisfaction of the Consultant and municipal or other public authorities.

**17. Photographs:** The Contractor shall at his own expense supply to the Consultant with duplicate copies of large coloured photographs not less than 25 x 20 cm. (10" x 8") of the works taken from two approved portions of each building, at beginning of the work, at completion of work and at every important stage of construction without fail.

**18. Preparation of Premises for occupation and use on completion:** The whole of the work shall be thoroughly inspected by the Contractors and all deficiencies and defects put right. On completion of such inspection, the Contractor shall inform the Consultant in writing that he has finished the work and it is ready for the inspection of Consultant/employer.

**19. Vouchers:** The Contractors shall furnish the Architect with vouchers on request to prove that the materials are as specified and to indicate the rates at which the materials are purchased in order to without the rate analysis of tender and non-tender items which he may be called upon to carry out thereafter.

**20. Protection:** The Contractor shall properly cover up and protect all work throughout the duration of work and until completion, particularly masonry, mouldings, steps, or special floor finishes, staircases and balustrades, doors and window frames, plaster, angles, lighting and sanitary fittings, glass, paint work and all finishing at his cost till the same is handed over to the owner.

## **SAFETY CODE**

### **Scaffolds**

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
- ii) Scaffolding or staging more than 4 m above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m above ground level or floor level. Suitably fenced as described in (ii) above.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m.
- v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in length while the width between side rails in rung ladder shall in no case, be less than 290 mm for ladder up to and including 3 m in length. For longer ladders this width shall be increased at least 20 mm for each additional meter of length.
- vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

### **OTHER SAFETY MEASURES**

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

### **Excavation & Trenching**

- ix) All trenches, 1.25 m or more in depth shall at all times be supplied with at least one ladder for each 30 m in length or fraction thereof. The ladder shall be executed from bottoms of the trench to at least 1 m above the surface of the ground. Sides of trenches which are 1.5 m or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of

- the trench or half of the depth bottom. Under no circumstances undermining or undercutting shall be done.
- x) The contractor shall taken all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

## **Demolition**

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

## **Personal Safety Equipments**

- xii) All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintain in a condition suitable for immediate use and the contractor should taken adequate steps to ensure proper use of equipment by those concerned:
- a. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - b. Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
  - c. Those engaged in welding works shall be provided with welder's protective eyesight lids.
  - d. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - e. When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
  - f. The contractor shall not employed with products containing lead in any lead painting the following precautions should be taken:
    - i. No paint containing lead or lead products shall be used except in the from of paste or readymade paint.
    - ii. Suitable face make should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
    - iii. Overalls shall facilities shall be provided to enable the working painters to wash during the cessation of work.
- xiii) When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary

steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

## Hoisting Machines

- xiv) Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:
  - a.
    - i. These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
    - ii. Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
  - b. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding which or give signals.
  - c. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - d. In case of departmental machines, the safe working load shall be notified by the Engineer. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.
- xv) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- xvi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- xvii) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- xviii) To ensure effective enforcement of the rules and regulations relating to safety precaution the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- xix) Notwithstanding the above clause from (i) to (xviii), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

# **MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY AGREEMENTS FOR WORKERS**

## **1. Application**

These rules shall apply to the Proposed **Civil work for Renovation & Furnishing Work at RTC UCO Bank 2<sup>nd</sup> Floor to 6<sup>th</sup> Floor, Uco Bhavan, Ashram Room** , Ahmedabad – 380009.

## **2. Definition**

- a. 'Work place' means a place at which at an average 50 workers are employed in connection with construction work.
- b. 'Large Work Place' means a place at which an average 500 or more workers are employed in connection with construction work.

## **3. First Aid**

- a. At every work place, there shall be maintained in readily accessible place first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool. The appliance shall be kept in good order and in large work place they shall be placed under the charge of a responsible person who shall be readily available during working hours.
- b. At large work place where hospital facilities are not available within easy distance of the work, first aid posts shall be established and be run by a trained compounder.
- c. Where large work places are remote from regular hospitals, an in-door ward shall be provided with one bed for every 250 employees.
- d. Where large work places are situated in cities, towns in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to the hospitals. At other work places, some conveyance facilities, such as a cause shall be kept readily available to take injured person or persons suddenly taken ill to the nearest hospital.

## **4. Drinking Water**

- a. In every work place, there shall be provided and maintained at suitable places easily accessible to labour sufficient supply of cold water fit for drinking.
- b. Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- c. Every water supply of storage shall be at a distance of not less than 15 m from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within the proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be dust and water proof.
- d. A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

## **5. Washing & Bathing Places**

- a. Adequate washing and bathing places shall be provided, separately for men and women.
- b. Such place shall be kept in clean and drained condition.

## **6. Scale of accommodation in latrines & urinals**

The shall be provided within the precincts of every work place latrines and urinals in an accessible place, and the accommodation, separately for each of them shall not be less than the following scale:

	No. of Seats
a) Where the number of persons does not exceed 50	2
b) Where the number of persons exceeds 50, but does not exceed 100	3
c) For every additional 100	3 per 100

In particular cases, the Engineer shall have the powers to vary the scale where necessary.

## **7. Latrines & Urinals for Women**

If women are employed, separate latrines and urinals screened from those for men and marked in the vernacular in conspicuous letters 'For Women only' shall be provided on the scale laid in Rule 6. Those for men shall be similarly marked 'For Men only'. A poster showing the figure of a man or a woman shall also be exhibited at the entrance of latrines for the urinals and latrines.

## **8. Latrines & Urinals**

All latrines shall be provided with septic tanks or leach pits in case of small units. All the latrine shall be kept in good sanitary condition.

## **9. Construction of Latrine**

The inside walls shall be constructed of masonry or some suitable heat resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for this purpose and kept available for inspection. Latrines will not be of a standard lower than bore-hole system and should have thatched roofs.

## **10. Disposal of excreta**

Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta shall be made by septic tank or leach pit duly approved by the Engineer and in conformity with the requirements of local public health authorities.

## **11. Provision of shelter during rest**

At every work place there shall be provided free of cost, two suitable sheds, one for meals and the other for rest separately for men and women for the use of labour. The

height of the shelter shall not be less than 3.5 m for the floor level, to the rest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with wall around not less than 750 mm. sheds should be kept clean and the space should be on the basis of at least 0.50 square metre per head.

## **12. Canteen**

A cooked food canteen on a moderate scale shall be provided for the benefit of workers Whenever it is considered expedient.

## GENERAL CONDITION OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the Drawings, the work shall be carried out as per standard specifications and under the direction of Owner /Architects.

### 1. INTERPRETATION

In construing these conditions, the specifications, the schedule of quantities, tender and agreement, the following word shall have the meaning herein assigned to them except where the subject to context otherwise requires:

- a. Owner/Employer: The term Owner/Employer shall denote UCO Bank, or any of its employees representative authorized on their behalf.
- b. Architect/Consultant: The term Architect/ Consultant shall mean **Vijay Sahijwani & Associates, 55 Sahyadri Appt. Near Stadium Circle, Navrangpura, Ahmedabad - 380009** or in the event of his/their ceasing to be the Architects for the purpose of this contract such other person/s the owner shall nominate for the purpose.
- c. Contractor: The term contractor shall mean the individual or company whether incorporated or not, undertaking the **Civil Work for Renovation & Furnishing Work at Uco Bhavan, Ashram Road, Ahmedabad - 380009** and shall include legal representative of such firm or company as may be and permitted assign of such individual of firm or company and successors.
- d. Site: The site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and erections thereon allotted by the owner for the contractor's use.
- e. Site Engineer/PMC: The site Engineer/PMC shall be appointed by the owner. The owner may also determine the number of site Engineer and the supporting staff at site office to assist them and also whether the site Engineer shall be temporary or permanent. Wherever PMC is engaged, site Engineer, if any, will work in close condition with PMC.
- f. Drawings: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further Drawings which may be given by the employer during execution of the work. A set of drawings is provided with the tender to give the general idea about the total construction. All drawings relating work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Owner/Architects shall be given access to such drawings or schedule of quantities whenever necessary. In case any detailed drawings are necessary contractor shall prepare such detailed drawings and / or dimensional sketches therefore and have it confirmed by the Owner/Architects prior to taking up such work. The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specification and schedule of quantities or to additional instructions at least 10 days ahead from the time it is required for implementation so that the owner may be able to give decision thereon.
- g. The "work" shall mean the work or works to be executed or done under this contract.
- h. "Act of Insolvency" shall mean any act as such as defined by the presidency Towns Insolvency Act or in provincial Insolvency Act or any amending statutes.
- i. "The schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.

- j. "Priced schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.
- k. "Notice in writing" or "written notice" shall mean a notice written, typed or in printed characters sent (unless delivered personally or otherwise proved to have been received ) by registered office address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

## 2. SCOPE

The work consists of **Civil work for Renovation & Furnishing work at RTC UCO BANK, Uco Bhavan, Ashram Road, Ahmedabad** in accordance with the "drawings" and "schedule of quantities". The civil works are within the scope of this tender. It includes furnishing all material, labour, tools and equipment and management necessary for the incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the owner/architects should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the Owner/Architects and to furnish and install such detail with work the same will be acceptable and ready for use. Owner/Architects may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively referred to as "the owner/architects instructions in regard to:

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and /or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any person employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The contractor shall forthwith comply with and duly execute any work comprised in such Owner's/Architects instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the work by the owner /Architects shall involving a variation be confirmed in writing to the contractor's within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities shall be taken up without written permission of the Owner / Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the owner in construction with the Architects as provided in clause "variation".

Regarding all factory made products for which ISI marked products available, only products bearing ISI marking shall be used in the work. Other products should be supplied as per the brand name mentioned in the Technical Specifications.

## 3. DETAILED DRAWINGS AND INSTRUCTIONS

The Owner through its Architects shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor shall not work without proper drawings and instructions. Immediately after receipt of the work order of the contract the contractor shall prepare a progress schedule and submit the same to the Owner through the Architects for approval which shall indicate the dates for the starting and completion of the various stages of constructions.

#### **4. COPIES FURNISHED**

The contractor on the signing hereof shall be furnished by the Owner through its Architect free of charge with a copy of the priced schedule of quantities/rates, two copies of each of the said drawings and one copy of specifications and two copies of all further drawings issued during the progress of the work. Any further copies of such drawings required by the contractor shall be supplied on payment of the charges thereof by the contractor.

#### **5. OWNERSHIP OF DRAWING**

All drawings, specification and copies thereof furnished by the Owner through its Architects are the property of the owner. They are not to be used on other work, and with the exception of the signed contract set, are to be returned to the Owner on request at the completion of the work.

#### **6. ROYALTIES & PATENTS**

The contract shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the owner harmless from loss on account thereof.

#### **7. INSPECTION OF WORK**

The proposed work covered under this tender during its progress can also be inspected by the chief Technical Examiner/Technical Examiner or by an officer of the vigilance cell of the authority on behalf of the Owner/Architects.

#### **8. SUPERINTENDENCE SUPERVISION**

The contractor shall give all necessary personal superintendence during the execution of the work and this obligation and liability will continue until expiration of the 'Maintenance period' (Retention period). The contractor shall also during the whole time of work when in progress employ a competent representative who shall be constantly in attendance at the site while his means are at work. Any directions, explanations, instructions or notices given by the Owner or the Architects to such representative shall be deemed to have been given and duly served on the contractor.

#### **9. FAILURE BY CONTRACTORS TO COMPLY WITH OWNER'S/ARCHITECT'S INSTRUCTIONS**

If the contractor after receipt of written notice from the owner and/or the Architects requiring compliance within ten days fails to comply with such further drawings and/ or Owner's/Architect's instructions, the owner through the Architect or other person, may employ other person to execute any such work whatsoever that may be necessary to give effect thereto and pay all cost incurred in connection therewith and same shall be recoverable from the contractor by the Owner on the certificate of the Architect as a debt or shall have right to deduct same from any money due or to become due to the contractor.

## **10. TENDERER SHALL VISIT THE SITE**

Intending tenderer 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 on 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 Owner/Architects might be deemed to have reasonably been inferred to be so existing before commencement of work.

## **11. TENDERS**

The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initial/signature will indicate the acceptance of the tender papers by the tenderer.

The schedule of quantities shall be filled in as follows:

- a. The 'rate' column to be legibly filled in ink in both English figures and English words.
- b. Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule of Quantities".
- c. All corrections are to be initialed.
- d. The "Rate column" for alternative items shall be filled up.
- e. The "Amount" column for alternative items of which the quantities are not mentioned shall not be filled up.
- f. In case of any errors/omissions in the quote rates, the rates given in the tender marked "original" shall be taken as correct rates.
- g. When there is difference between the rates in figures and in words the rate which corresponds to the amounts worked out by the contractor shall be taken as correct. No modifications, writing or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

The Owner reserves the right to reject the lowest or any tender and also to discharge any or all the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct,

workable and self-supporting. If called upon by the Owner /Architects detailed analysis of any or shall the rates shall be submitted. Owner/Architects shall not be bound to recognize the contractor's analysis.

The work will be paid for as "measured work" on the basis of actual work done. All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respect and details including preparatory and finishing work involved, directly, related to personably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the Owner/Architects.

The owner has power to add to omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Owner. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of 120 days from the date of opening of the tender.

## **12. SHCEDULE FOR COMMENCEMENT OF WORK**

The contractor shall submit a time and progress chart in a form approved by the owner through its Architects within fifteen days from the date of issue of work order or the date on which the contractor is instructed to take proceession of the site, whichever is later. During the period of Construction, the contractors shall maintain proportionate progress on the basis of the Programme Chart submitted by the Contractor immediately before the commencement of the work and agreed by the Employer/Consultants. This Programme chart shall clearly indicate the completion of project. The contractors shall 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 the completion of the project. The Programme Chart shall have to be updated at regular intervals and modified programme shall be submitted to the Architects/Owner for approval.

## **13. CO-OPERATION**

The contractor will be required to consult and co-operation with other contractors whose work may be affected by the work under this contract.

## **14. TREASURE TROVE ETC.**

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

## **15. PERMITS AND LICENSES**

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

## **16. 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 include in his quoted rates, taking into account all liabilities for licences, fees for footpath encroachment and restorations etc and shall indemnify the owner against such liabilities and shall defend all actions arising from such claims of liabilities.

## **17. TAXES AND DUTIES**

The tenderers must include in their tender prices quoted for all duties royalties, cess and sales tax or any other taxes or local charges if applicable. The rates shall also include prevailing sales tax on work contract as per State Government norms. No extra claim on this account will in any case be entertained.

## **18. POSSESSION PRIOR TO COMPLETION**

The owner shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work not completed in accordance with the contract Agreement.

## **19. EXCEPTED MATTERS**

If the dispute or differences pertain to the undernoted matters the decision in writing of the officer designated in and signing the contract documents shall be final, conclusive and binding on the parties.

- i) Instructions.
- ii) Transactions with Local Authorities.
- iii) Proof of quality of materials.
- iv) Assigning or under relating of the contract.
- v) Certificate as to the causes of delay on the part of the contractor and justifying extension of time.
- vi) Rectifying of defects pointed out during the Defects Liability period.
- vii) Notice to the contractor to the effect that he is not proceeding with due diligence.
- viii) Certificate that the contractor has abandoned the contract.
- ix) Notice of determination of the contract by the Employer.

## **20. 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 owner reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. Variation in the value is however not expected to be more than +-25%.

## **21. OTHER PERSON ENGAGED BY THE OWNER**

The owner reserves the right to execute any part of the work included in this contract by other Agency or person 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-operation in this regard.

## **22. A. EARNEST MONEY AND SECURITY DEPOSIT**

The tenderer will have to deposit an amount of **Rs. 9,900.00** in the form of Demand Draft/Pay Order /Banker's Cheque drawn in favour of Agm/Principal RTC UCO Bank, Ahmedabad at the time of submission of tender as an Earnest Money. The owner is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender. The successful tenderer to whom the contract is awarded will have to deposit as "initial security deposit" (ISD) a further sum to make up 2% of the value of the accepted tender including the Earnest Money. ISD may be submitted in the form of Demand Draft/Pay Order. The initial Security Deposit will have to be made within 14 days from the date of acceptance of tender, failing which the owner at his discretion may revoke the letter of acceptance and forfeit the Earnest Money deposit furnished along with the tender.

Apart from the initial security deposit made as above, **retention money shall be deducted from progressive running bills @ 8% of the gross value of each running bill until the security deposit, i.e. the initial security deposit plus the retention money equals:**

- a) 10% on the first Rupees one lakh of the cost of work;
- b) 7.5% on the next Rupees one lakh of the cost of work;
- c) 5% on the balance executed value of work.

**Once the Contractor has completed the total work, the Contractor should remove his materials, equipments, labour force, temporary sheds, stores etc from the site, then only, virtual completion certificate shall be issued by the Architect/Owner.**

**100% of the retention amount shall be refunded 14 (fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract.** However, the retention money will not be refunded to the contractor even after completion of defect liability period, in case observation of Chief Technical Examiner of C.V.C. is not cleared. No interest is payable on retention money. Further if some dues to the owner from the contractor(s) have still to be recovered the owner reserves the right to withhold payment of so much of the retention money as in his opinion represents the cost of the same.

## **B. PERFORMANCE SECURITY**

Within 30 days of receipt of the letter of award the successful tenderer shall furnish to UCO Bank performance security for an amount of 5% (five percent) of the contract price in the shape of Demand Draft or pay order or Bank Guarantee from a Nationalized or Foreign

Bank acceptable to the employer. Failure of the successful tenderer to furnish the performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of Initial Security Deposit. In this event the employer may make the award to other tenderer according to the position prevailing at the appropriate time. Failure to complete work as per agreement performance security would be forfeited and no claim in this regard will be entertained by Bank.

### **23. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The contractor shall provide everything necessary for the proper execution oh the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Owner/Architects whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out of the work at his own cost. The owner shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of 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.

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, showing, 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, house, buildings, 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 of works to the satisfaction of the Owner/Architects.

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 owner shall otherwise direct.

The contractor shall at all times give access to workers employed by the owner or any men employed on the building 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 owner as may be required to enable such workmen 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.

### **24. TIME OF COMPLETION EXTENSION OF TIME & PROGRESS CHART**

24.1 Time of completion: The entire work is to be completed in all respects within the stipulated period. The work shall deemed to be commenced within fourteen days from the date of acceptance letter or date of handing over of site, whichever is earlier. 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 Owner/Architects have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

24.2 Extension of Time: If in the opinion of the Owner/Architects the works be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the owner in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay of other contractors or tradesmen engaged or nominated by the owner and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building or trades or (f) from other causes which the owner may consider are beyond the control of the contractor, the owner at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in the respect therefore. In the event of the owner failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the contractor shall, immediately give the owner, written notice thereof. Nevertheless, the contractor shall use his best endeavors to prevent delay and shall do all that may be reasonably required, to the satisfaction of the owner to proceed with the works and on his doing so that it will be ground of consideration by the owner for an extension of time as above provided. The decision of the owner and 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 owner shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 61 with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the owner were substituted for and the damage shall be deducted accordingly.

24.3 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 Owner/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.

## **25. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIRMENTS**

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 work and make good all work disturbed.

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.

The contractor shall provide at his own cost all artificial light required for the work and to enable other contractor and sub-contractors to complete the work within the specified time.

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.

The contractor shall arrange for temporary latrines for the use of workers and filed 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.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the work during the construction, and all receptacles, cistern, water tanks etc used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the owner against any breach of rules in respect of anti-malarial measures.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed or upon any boarding gantry, building structure other than those approved by the owner.

Protective Measures: The contractor from time to 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 owner 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 adopting 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 materials etc and other work that may be executed on the site including the tools and materials of nominated sub-contractors and remove same on completion.

Tools: Theodolite, levels, prismatic compass, chain, steel and metallic tapes 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 and shall be supplied by the contractor.

The mistries and the supervisors on the works shall carry with them always a one metre or two metre steel tape, a measuring tape of 30 metres, a spirit level, a plumb 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 over in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc by nominated sub-contractors for their work.

## **26. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNER**

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 any authorities, and/or any water, lighting and other companies, and/or authorities with whose system the structures were proposed to have connection and shall before making any variation from the drawings or specification that may be associated to so conform, give the Owner/Architects written notices specifying the variations proposed to be made and the reason for making them and apply for instruction thereon. The Owner/Architects on receipt of such intimation shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to 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 with the owner.

The contractor shall indemnify the owner 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 Owner saved harmless and indemnified all respects from such actions, costs and expenses.

## **27. CLEARING SITE AND SETTING OUT WORKS**

The site shown on the plan shall be cleared of all obstructions, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal or loose stone or materials shall be carefully filled up with earth well rammed and leveled off 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, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work irrespective of the fact that the layout had been approved by the Owner /Architects, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the owner. The contractor shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

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

## **29. ACCESS**

Any authorized representative of the owner shall at all reasonable times have free access to the work 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, and the contractor shall give every facility to the owner or their representative necessary for inspection and examination and the owner no person shall be allowed at any time without the written permission of the owner.

### **30. 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 as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Owner /Architects during the execution of the work, and to his entire satisfactions.

If required by the owner/Architects the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Owner/Architects at his own cost to prove that the materials etc , under test conform to the relevant I.S.I. 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.

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 working manner. Samples of all material to be used must be submitted with written approval from Owner/Architects must be obtained prior to placement of order.

During the inclement weather the contractor shall suspend concreting and plastering for such time as the Owner/Architects 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. Should 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.

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 nominated sub-contractor and any damage caused must be made good by the contractor at his own expenses.

### **31. REMOVAL OF IMPROPER WORK**

The owner 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 time as may be specified in the order of any materials which in the opinion of the owner architects 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 owner 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 Owner/Architects 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 Architects shall relieve the contractor from his liability in respect of unsound work or bad materials.

### **32. SITE ENGINEER/PMC**

The term "site engineer/PMC" shall mean the person /agency appointed and paid by the owner to superintend the work. The contractor shall afford the Site Engineer/PMC every facility and assistance for examining the works and materials and for checking and measuring work and materials. The Site Engineer/PMC shall have no power to revoke, alter, enlarge or relax any requirements of the contractor or to sanction any day work, except in so far as such authority may be specially conferred by a written order of the owner.

The Site Engineer /PMC shall have power to give notice to the contractor or his foreman, of non approval of any work or materials and such work shall be suspended or the use of such materials shall be discounted until the decision of the owner is obtained. The work will from time to time be examined by the Architects, Engineer from the premises department of the owner and the site engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the Architects /Owner.

### **33. OFFICE ACCOMMODATION FOR THE SITE ENGINEER R/PMC**

The contractor shall provide, erect, and maintain at his cost a separate simple watertight office accommodation for the Site Engineer/PMC. This accommodation shall be well lighted and ventilated and provided with windows, door with a lock. The Site Engineer's /PMC's office shall be a minimum of 150sq.ft and the contractor shall provide a desk, chairs, drawers for keeping drawings, a cupboard having proper lock, telephone connection, electric fan and a tackboard for displaying drawings electricity charges for light fan etc and telephone bills will be borne by the contractor. The accommodation shall be demolished when directed.

### **34. CONTRACTOR'S EMPLOYEES**

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Owner /Architects. The contractor shall engage at least one experienced Engineer as Site In-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local laborers on the work as far as possible.

No laborer below the age of sixteen years and who is not an Indian National shall be employed on the work.

Any laborer 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 owner or his representative shall be deemed to be a person employed by contractor.

The contractor shall comply with the provision of all labour legislation including the requirements of:

- a) The payment of wages act
- b) Owner's liability act
- c) Workmen's compensation act
- d) Contract labour (regulation & abolition) act, 1970 and Central Rules 1971.
- e) Apprentices act 1961.
- f) Any other Act or enactment relating thereto and rules framed there under from time to time.

The contractor shall keep the owner saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the owner in connection with any claims that may be made by any workmen.

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 owner 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 time 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 authority where such report is required by law.

### **35. DISMISSAL OF WORKMEN**

The contractor shall on the request of the owner immediately dismiss from works any person employed thereon by who may in the opinion of the owner be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the owner or any of their officer or employee.

### **36. ASSIGNMENT**

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 contractor or any

part, share or interest therein nor, shall take a new partner, without written consent of the owner 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.

All specialists, Merchants, Tradesmen and others executing any work or supply and fixing any goods for which prime cost prices or provisional sums are included in the schedule of quantities /rates and/or specifications who may be nominated or selected by the owner are hereby declared to be subcontractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against whom the owner shall make reasonable objection or save where the owner and contractor shall otherwise agree who will not enter into a contract provided.

- 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 plants the property of the contractor or under any workmen's compensation act in force.
- c) Payment shall be made to the nominated sub-contractor by the contractor within fourteen days of his receipt of the Architect's certificate provided that before any certificate is issued the contractor shall upon request furnish to the Architects proof that all nominated sub-contractor's accounts include in previous certification have been duly discharged, in default where of the owner may pay the same upon a certificate of the Architect and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create privity of contract between the owner and the sub-contractor.

### **37. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC**

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damages buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject to this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the owner and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damages consequent upon such claim.

The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as make good or otherwise satisfy all claims for damages to the property or third parties.

The contractor shall effect the insurance necessary and indemnify the owner entirely from all

responsibility in this respect. The insurance must be placed with a company approved by the owner and must be effected jointly in the name of the contractor and the owner (the name of the latter being placed first in the policy i.e UCO Bank A/c \_\_\_\_\_)

Contractor's Name and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected for the every initial stage. The contractor shall also be responsible for anything which may be or defective carrying out of this contract i.e. the Contractor's All Risk Insurance shall have extension for covering cross liability arising, if any, during execution of work relating to Air Conditioning, Electrification, Erection of Life etc.

The bank/owner shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

### **38. INSURANCE**

Unless otherwise instructed the contractor shall insure the work and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood. The insurance must be placed with a company approved by the owner, in the joint names of the owner and the contractor for such amount and for any further sum if called to do so by the owner, the premium of sum being allowed to the contractor as an authorized extra.

The contractor shall deposit the policy and receipt for premiums paid with the owner 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 owner 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 through the fire has not occurred and in all respects under the conditions of the contract. The contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the owner may deem fit.

### **39. ACCOUNTS RECEIPTS & VOUCHERS**

The contractor shall, upon the request of the Owner furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the work 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 materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Owner 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.

### **40. MEASUREMENT OF WORKS**

40.1 The measurements shall be generally recorded by the Site Engineer or by an employee or an agency of the Bank, specially authorized for the purpose, e.g. a project Management Consultant.

40.2 The Site Engineer (or his representative) or PMC wherever PMC is deployed separately for supervision shall take joint measurements (i.e. accompanied by the contractor's authorized representative) of the work as it progress and record them directly in the Measurement Books.

40.3 It shall be ensured that the method of measurement is in accordance with the contract. The precision in measurements shall be as laid down in IS-1200. Any points of disagreement with the contractor pertaining to measurements shall be promptly referred to the decision of the Competent Authority.

40.4 Extra/deviated items, as claimed by the contractor, shall not be recorded in Measurement Book until they are approved by the Competent Authority.

40.5 In case some allegedly extra/deviated item is carried out by the contractor while complying with approved drawings and specifications and the same is to be covered up, the Site Engineer or Project Management Consultant shall check the item and its specification and record its measurements but simultaneously enter up the proviso that their admittance is subject to the approval by the Competent Authority. Both the measurements and the proviso shall be got signed by the contractor.

40.6 The measurement book shall not be handed over to the contractor at any time. The contractor or his representative may be permitted by the Site Engineer or Project Management Consultant to see it in his presence and /or make a (concurrent) copy of his own. The contractor shall, however, be warned that his copy shall be regarded as an unofficial copy of the Bank's Measurement Book. This is the only authorized document in the matter.

40.7 The measurement shall be signed at the end of each session of measurement of the day's work, as the case may be, by both the parties (i.e. Measurer/Site Engineer and the contractor).

#### **41. CONCEALED WORK**

The contractor shall give due notice to the Employer wherever 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 Employer's either opened up for measurement at the contractor's expenses or no payment may be made for such materials, should any dispute or difference 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 shall be accepted as correct and binding on the contractor.

#### **42. PAYMENTS**

All bills shall be prepared by the contractor in the form prescribed by the Owner/Architects after the measurements are endorsed as mentioned in Clause No.40 (Measurement of works). Normally one interim bill shall be prepared each month subject to minimum value for

interim certificate as stated in these documents. The bills in proper form must be duly accompanied by detailed measurements in support of the quantities of work done and must show deduction for all previous payments, retention money, etc.

The Architects shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the owner. The owner will have the discretion to amend the certificate of Architects if considered necessary and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents.

The amount stated in an interim certificate shall be the total value of work properly executed and approx 75% of assessed value of not perishable material brought to site for permanent incorporation into the work upto the date of the bill less the amount to be retained by the owner as retention money vide Clause 22.A of the conditions and less installments previously paid under these conditions provided that they are of a durable/non-fragile nature and that an Indemnify Bond is drawn up with the contractor under which the Bank secures a line on the materials and safe guarded against losses due to contractor postponing the execution of the work or to the shortage or misuse of materials and against the expenses entailed, if any, for their proper watch with safe custody. Recoveries of advance so made should not be postponed until whole of the work entrusted to the contractor is completed. This should be made from his bills for works done as the materials are used. The necessary deductions being made wherever the item of work in which they are used and billed for.

The owner will deduct retention money as described in Clause 22.A of these conditions. The refund of retention money will be made as specified in the said clause.

If the owner has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded payments by the 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 reerected 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 owner 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 Site Engineer/PMC and payment shall be made within four months from the date of receipt of the final bill by the Architects.

#### **43. FINAL PAYMENT**

The final bill shall be accompanied by a certificate of completion from the Owner/Architects. Payments of final bill shall be made after deduction of Retention Money as specified in Clause 22A of these conditions, which sum shall be refunded after the completion of the Defects Liability period after receiving the Owner's/Architect's certificate that the contractor has rectified all defects to the satisfaction of the Owner/Architects. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

#### **44. VARIATION/DEVIATION**

The contractor may when authorized and shall, when directed in writing by the employer and or omit, or vary the works shown in the drawings or described in the specifications include in the priced schedule of quantities. The contractor on his own accord shall make no addition, omission or variation without such authorization or direction. A verbal authorization or direction by the Employer shall when confirmed correctly by the contractor in writing within 8 days shall be deemed to have been given in writing.

The contractor shall send to the Architect/Employer once in every month a statement giving particulars, as full and detailed as possible, of all claims for any additional payment to which the contractor may consider himself entitled and of all extra or additional work ordered by the Employer which he has executed during the preceding month. No final interim claim for payment for any such work or expenses will be considered which has not been include in such a statement provided always that the architect shall be entitled after taking employer's sanction to authorize payment to be made for any such work or expense, notwithstanding the contractor's failure to comply with this condition, if the contractor has, at the earliest practicable opportunity, notified the architects in writing that he intends to make a claim for such work.

The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules:

i) The net rates of prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.

ii) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items. For the purpose of such deviation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis, for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills/vouchers dependable printed price schedules of building materials of different types shall be adopted, using factors and constants for quantum's of material, labour T&P and sundries from standard analysis of rates adopted by the National Building Organization, Ministry of Works & Housing, Govt of India in preparation of All India Standard Schedule of Rates 1977 and adding 15% over towards profits and overheads. When called upon to do so the contractor shall submit the required purchase bill/vouchers.

iii) In respect of a contract which incorporates more than one schedule the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alternation or substitution (deviation) occurs shall be taken as the lowest applicable rate in other schedule. Similarly in case (ii) above if similar or near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or the other schedule shall be adopted.

iv) In the case of additional, altered or substituted (deviated) with for which rates cannot be reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices, substantiated by purchase bill/vouchers, T&P and sundries from standard

analysis of rates adopted by the National Building Organization, Ministry of Works & Housing, Govt. of India in preparation of All India Standard Schedule Rates, 1977 and addition 15% towards profit and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers to the architects and employer.

v) The tender rates will hold good for any increase and decrease in the tender quantities up to a variation of 25% except in the case of item below plinth level where the variation will be up to 100%. For variation beyond and above limit the rates for the respective items for quantity beyond the limits mentioned above may be worked out on market rates.

vi) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additional, altered or substituted (deviation) work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will be decided by the Employer.

vii) In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principles enunciated and the architect, after scrutinizing the analysis and other person furnished will allow such rates as he considers reasonable after obtaining Employer's sanction.

viii ) Where extra work is of such a nature that it cannot be properly measured or valued the contractor shall be allowed day work priced at the net rates stated then in accordance with the minimum local day work rates and wage for the district notified by the concerned authority provided that in either case if required by the architects, vouchers, muster rolls and other documents, required for proper verification of the labour employed and the materials deployed on the said work and the costs thereof be delivered to the architect or his representative on or before the end of the week following that in which the work has been executed.

The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the architects. The margin to be allowed on actual costs to the contractor towards profit and overhead shall be 15%.

#### **45. SUBSTITUTION**

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Owner/Architects in writing for any such substitution well in advance. Materials designated in this specifications indefinitely by such term as "Equal" or "other approved" etc. specific approval of the Owner/Architects has been obtained in writing.

#### **46. PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION**

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Employer that he has completed the work and it is ready for inspection. On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all

hardware, inside and outside, all floors, staircases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the owner.

#### **47. CLEARING SITE ON COMPLETION**

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Owner/Architects.

#### **48. DEFECTS AFTER COMPLETION**

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default the owner may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the owner or may be deducted by the owner, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under Clause No. 22 together with any expenses the owner may have incurred in connection therewith.

#### **49. ESCALATION**

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sale tax etc. unless specifically provided in these documents.

#### **50. IDLE LABOUR**

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

#### **51. SUSPENSION**

If the contractor except on account of any legal restraint upon the Owner preventing the continuance of the work or in the opinion of the Owner 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 Owner shall have the power to give notice in writing to the contractor requiring the work 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 date of such notice being given until the notice shall have been complied with. If the contractor fail to start the work within 7 (seven) days after such notice has been given to proceed with the work as therein prescribed, the owner may proceed as provided in Clause 52(Termination of Contract by owner).

## **52. TERMINATION OF CONTRACT BY EMPLOYER/BANK**

If the contractor being a company go into liquidation whether voluntary or compulsory or being an individual shall be adjusted insolvent or shall make an assignment or a composition for the benefit of the greater part, in number or amount of his creditors or shall enter into a Deed or agreement with his creditors, or if the official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or 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 Employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned enquiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the Owner not exercise such diligence and make such due progress as would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of the Owner after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned , shall abandon the contract, then and in any of the side cases, the owner may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the owner of 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 favor of the contractor) further the owner or his agent, or servants, may enter upon and take dissensions of the work and all plants, tools, scaffoldings, sheds, machinery, steam and other power, utensils and materials lying upon premises or adjoining lands or roads 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, and the contractor shall not in any way interrupt or do any act, matter or things 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 owner 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 owner may sell the same by public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the owner 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.

## **53. WATER SUPPLY**

The rates quoted by the contractor shall include all expenditure for providing water for the full contract period required for the works, including that for the work people and all staff on the site. He shall make his own arrangement for the supply of good quality water suitable for us in the work and the work people. He shall obtain municipal connection, and all charges for connection and consumption shall be borne by him. If municipal water is not available, or

making, he shall make other arrangements like sinking tube wells, or making bore-wells, or transport from outside by tanker, or any other suitable means entirely at his cost, and no separate payment for the same will be made.

#### **54. POWER**

The contractor shall at his own cost arrange for necessary power for construction and lighting for the entire period of contract. The owner, as well as the Architects shall give all the recommendations necessary to obtain power and water connections from the concerned authorities, but the responsibility for obtaining the same shall rest with the contractor.

If any other contractor, appointed by the owner, is required to use water and power, he shall be allowed to use the same and make temporary connections from the supply arranged by the main contractor at rates and terms that may be mutually agreed upon by both, failing which, at rates, term and conditions that may be decided by the Architect.

#### **55. LAND FOR CONTRACTOR'S ESTABLISHMENT**

For the purpose of contraction of contractor's store yard, godowns, site office, etc. the contractor may utilize with the permission of the Architect, portion of the land belonging to the owner if available at such location as would not interfere with the execution of the works. The contractor shall for this purpose submit to the Architect for his approval a plan or plans of the proposed layouts for the site facilities. The Architects reserves the right to alter and modify the contractor's proposal as he may deem fit.

#### **56. METHOD OF MEASUREMENT**

Unless otherwise mentioned elsewhere in the tender measurement will be on the net quantities or work produced in accordance with up to date rules laid down by the Indian Standard Institution. In the event of any dispute with regard to the measurement of the work executed, the decision of the Architects /Owner shall be final and binding on the contractor.

#### **57. ACTION WHERE NO SPECIFICATION**

In the case of any class of work for which there is no such specification in Technical Specification, such work shall be carried out in accordance with the I.S. Specification and in the event of there being no I.S. Specification, then in such case the work shall be carried out in all respects in accordance with the Instruction and requirements of the Architects/Owner.

#### **58. CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY BE INCONVENIENT TO THE PUBLIC**

The contractor(s) shall not deposit materials on any site which will seriously inconvenience the public. The Architects may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

## **59. LIQUIDATED DAMAGES**

Should the work be not completed to the satisfaction of the Owner /Architects within the stipulated period, the contractor shall be bound to pay to the owner a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.

- |   |   |
|---|---|
| a) for contracts having stipulated:<br>time for completion 6 months<br>and less | 1. 0% of the estimated amount shown in the tender<br>per week of delay subject to ceiling of 10% of the<br>accepted contracted sum, accrual of which entitles<br>the Employer/Bank to rescind the Contract. |
|---|---|

## **60. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITD**

In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay liquidated damages amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Owner / Architects shall have power to adopt any of the following courses as they may deem best suited to the interest of the Owner :

- a) To rescind the contract (of which rescission notice in writing to the contractor under hand of the Owner/Architects shall be conclusive evidence, and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.
- b) To employ labour paid by the Owner and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and price of material (of the amount of which cost and price of a certificate of the Architects /Owner shall be final and conclusive against the contractor) and crediting him with the value of work done , in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architects / Owner as to the value of the work done, shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor and may be deducted from any money due to him by the Owner under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient par thereof. In the event of any of above courses being adopted by the Owner /Architects the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements, or make any advances on account of, or with a view to the execution of the work or the performance of the contract, shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum or any work thereto for actually performed under this contract, unless, and until the owner/Architects will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

## **61. GUARANTEE FOR THE SPECIALISED WORKS**

Wherever provision for submission of a guarantee has bee advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main

contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp paper of appropriate value. If the contractor is required to submit guarantee/guarantees for any item/items for a period of more than 12 months, the guarantee/guarantees in case of those items shall remain valid even after expiry of the defect liability period for 12 months as stipulated in the contract.

## **62. INCOME TAX/SALES TAX ON WORK CONTRACT**

Statutory deduction of Income Tax/Sales Tax on works contract shall be made from all interim and final payments as per extend statute.

## **63. AGREEMENT**

The successful contractor will be required to enter into an agreement in accordance with the Draft Agreement from enclosed & the schedule of conditions within 15 days from the date of the contractor is advised by the Owner /Architect that his tender has been accepted and he shall pay for all stamps & legal expenses incidental thereto. However, the written acceptance by the Owner of a tender will constitute a binding contract between the Owner and the person so tendering whether such formal agreement is or is not subsequently executed.

## **64. TECHNICAL EXAMINATION**

The proposed work covered under this tender during its progress is subject to inspection by the chief Technical Examiner/Technical Examiner Central Vigilance Commission, Govt. of India or by the an Officer of the Vigilance Cell of the Authority, on behalf of the Engineer-incharge/ Bank's Architects. The contractor will be required to extend all assistance and facilities for such inspections.

## **65. NO COMPENSATION FOR ALTERATION IN, OR RESTRICTION OF WORK TO BE CARRIED OUT**

If at any time after the commencement of the work, the Owner / Architects Shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out the Architects/Owner shall give notice in writing of the fact to the contractor who shall have no claim to payment or compensation whatsoever on account of any profit or advantage with which he might have derived from the execution of the work in full, but which he did not derived in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, designs and instructions which shall involve any curtailment of the work as originally contemplated.

## **66. ARBITRATION**

All disputes or difference of any kind whatsoever (except for excepted matters vide clause no. 19) which shall at any time arise between the parties hereto touching or concerning the works or the executions or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or

branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding ) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty day of receipt of the notice to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt of the names as aforesaid, select any one of the persons name to be appointed as a sole Arbitrator and communicate is name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the sole Arbitration. If the contractor fail to communicate such selection as provided above within the period specified, the Competent Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Employer fail to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt to the named as aforesaid with select any one of the persons names and appoint him as the sole Arbitrator. If the Employer fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the contractor shall be entitled to appoint one of the person from the panel as the sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid. The work under the contract shall however, continue during the arbitration proceeding and no payment due to payable to the contractor shall be withheld on account of such proceeding. The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fix in 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 deference 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 the both parties subject to aforesaid the provisions of the Arbitrator Act. 1992 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer 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.

#### **67. WORKING HOURS**

- a) Site Office working hours shall normally be fixed as may be prevailing in the locality.
- b) Normally no construction work of important structural nature shall be carried out on Sundays, Holidays and during nights. In exceptional circumstances, however, the work may be carried out with prior approval of the Site Engineer who shall depute supervising staff to be present on the occasion.

#### **68. SECURITY ARRANGEMENTS**

- a). Proper arrangements shall be made to keep all records under lock and key.
- b). The contractors should provides for adequate fences, watch and ward and security of basic materials such as cement and steel etc.
- c). Movement of material, stores and plant, especially of those in which the Bank has got a financial Interest or those which influence progress of work, shall be strictly controlled. Checks shall be exercised at gate (entrance and exit shall be preferably through one gate only.
- d). When the work is completed and handed over to the user. The responsibility of proper security arrangements shall rest with the users.

#### **69. DECLARATION**

I/we have inspected the site of work and have made me/us fully acquainted with the local conditions in and around the sites of works. I/we hereby declare that I/we have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I /we quoted our rates in the schedule of quantities attached with the tender documents.

I /we shall also uniformly maintain such progress with the work, as may be directed by the Owner/Architects to ensure completion of same within the target date as mentioned in the tender document.

---

Signature of Tenderer

Witness:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:

## **APPENDIX**

Name of work:	CIVIL WORK FOR RENOVATION & FURNISHING WORK AT RTC UCO BANK, AHMEDABAD
Location:	2 <sup>ND</sup> FLOOR to 6 <sup>TH</sup> FLOOR, UCO BHAVAN, ASHRAM ROAD, AHMEDABAD
Scope of work:	As above and as further detailed in the General Conditions of Contract.
Defect Liability Period (Clause No.48):	12 (Twelve Months)
Date of Commencement (clause no.12):	7 days from the date of issue of work order or the date on which the contractor is instructed to take Possession of the site, whichever is later.
Date/Time of Completion:	15 Days
Liquidated Damages (clause no. 59):	1.0% of the estimated amount shown in the tender per week of delay subject to a ceiling 10% of the accepted contracted sum.
Value of works for interim certificate:	<b>Rs. 9, 97,350/-</b> (Clause no. 42)
Earnest Money (clause no. 22.A):	<b>Rs.9, 900.00 by Demand/Pay Order/Banker's Cheque.</b>
Security Deposit (clause no. 22.A):	8% of the executed value of the work
Initial Security Deposit (clause no.22.A):	2% (Two percent) of the value of the tender
Performance Security (clause no. 22.B):	5% of the contract Value in the form of Demand Draft/pay Order/Bank Guarantee.
Release of Security Deposit:	100% after 14 (fourteen) days on expiry of defects liability period as per details given in Clause No. 22A
Period of Honoring Certificate:	1) One month for R.A bills (Clause No.42) 2) The final payment will be made to the contractor As per clause 43 of General Conditions of Contract.

## **TECHNICAL SPECIFICATIONS**

### **INTERIOR FURNISHING WORKS**

#### **1.0 SCOPE**

The technical specifications for the interior work under scope of this contract shall be in accordance with CPWD specification in vogue. If not covered therein with relevant (with latest amendments) and shall be read in conjunction with other documents forming the contract: viz., form of Tender Notice, Article of Agreement, General Bill of Quantities and Drawings.

#### **2.0 GENERAL;**

##### **2.1: WORK TO BE PROVIDED FOR:**

The work to be provided for the Contractor unless otherwise specified shall include but not be limited to the following:

- 1) Furnish all labor, materials, supervision, services, supports, scaffolds, approaches, construction equipments, tools, plants etc. as required for proper execution of the job as per drawings and specifications.
- 2) Provide all incidental items not shown or specified in particular, but reasonable or necessary for successful completion of the work in accordance with the drawings, specifications and bill of quantities.
- 3) To extend facilities to the Engineer-in-charge to inspect work and assist them in obtaining samples, if they so desire.
- 4) To make good at his own cost and to the satisfaction of the Owner, all defects, arising in the opinion of the Architect/Owner from work or materials, not in accordance with the specification or the instructions of the Architect/Owner, which may appear within twelve months after completion of the work.
- 5) To execute the work according to the drawings or revisions there of schedule of Quantities/specifications / instructions issued by the Architect/Owner and no works should be done without proper drawings/specifications, written instructions given by the Owner/Architects.
- 6) Furnish samples of all materials including any tests thereon as directed by the Engineer incharge of the Owner/Architects.

##### **2.2 COORDINATION:**

The Contractor shall be responsible for proper coordination with sub-contractors or other contractors employed by the Owner. The completed work after fitting of all fixtures (Even of other Contractors) if necessary, shall be at the custody of the contractor who will be responsible for handing over to the Owner.

##### **2.3 APPROVED MANUFACTURER:**

Whenever materials or workmanship as per Manufacturer's specification has been specified, it will be the responsibility of the Contractor to submit authenticated documents from the Manufacturer for obtaining the approval of the Engineer-in-charge.

##### **2.4 VARIATION:**

The work described in schedule shall prevail if it is at variance with the work described in specification.

### 3.0 GENERAL NOTES AND ADDITIONAL SPECIFICATIONS:

- 1) All the rates quoted will be including all necessary lead and lifts.
- 2) All exposed faces of wooden members are inclusive of polishing of approved finish.
- 3) All partitions, doors, cupboards, wardrobes are inclusive of necessary formwork as specified or as instructed at site and after approval of samples.
- 4) Lipping for the edges of the block board with respective veneering or otherwise as directed.
- 5) All the furniture are subject to minor changes and improvement as per site instructions.
- 6) Quotations should include all the concealed locks, knobs, hinges of standard approved quality. Aluminum runners, sliding bearing etc., wherever required will not be paid separately unless otherwise stated.
- 7) All the doors, book cases, cupboards should be provided with locking arrangements.
- 8) Samples of all fittings and fixtures shall be got approved before use.
- 9) All plywood-veneered surface should be matching type throughout and to the fullest satisfaction of the Owner/Architect.
- 10) All plywood, Block board, particleboard, pre-laminated board shall be of approved manufacturers and shall be strictly B.W. R. type bonded with phenol formaldehyde synthetic resin. As specified by Architect/Consultant.
- 11) All furniture pieces should be stable with necessary horizontal and vertical supports and is subject to continuous improvement. No extra charges will be paid for any changes until the sample is approved finally.
- 12) In case of teak wood planks, battens or frame members exposed surfaces should match with general color of teak wood veneered surfaces. All timber surfaces unless otherwise specified in the Schedule of quantities are to be finished in natural colour with N.C.L acquire in mat finish.

### 4.0 TIMBER:

Timber shall be of good quality and well seasoned. It shall have uniform colour, reasonably straight grains, and shall be free from dead knots, cracks, shakes and sapwood. The moisture content shall be within the limits prescribed in maximum moisture contents.

4.1 TEAK WOOD (*Tectona grandis*), Salwood (*Shorea robusta*), Pia-sal (*Pterospermum muresuplum*) shall be of outstanding merit in retention of shape and durability. First Class teak wood such as Balarsha, malabar and dandeli: Individual hard and sound knot shall not be more than 123mm in diameter and the aggregate area of all the knots shall not exceed one-half percent of the area of the piece. It shall be close grained.

#### 4.2 BADAM/CHAMP/KASI (BIJA) WOOD (*Bridalia retusa*)

First Class:

No individual hard and sound knot shall be more than 25mm in diameter and the aggregate area of the live knots shall not exceed one percent of the area of the piece, should be properly treated with wood preservative and kiln seasoned and shall be used under head "Secondary Hard Wood"

### 5.0 PLY WOOD

The veneers for all grades shall be either rotary cut or sliced. The veneers shall be sufficiently smooth to permit even spread of glue. The thickness of all veneers shall be uniform, within a tolerance of (+) (-) 5% corresponding veneers on either side of the center one shall be of the same thickness and species. The requirement of thickness of face and core veneers shall be as follows:

- a) In 3-ply boards upto 5mm thick, the combined thickness of the face veneers shall not exceed twice the thickness of center one.
- b) In a multiply boards, the thickness of any veneer shall not be more than thrice the thickness of any other veneer.

- c) The sum of the thickness of the veneer in one direction shall approximate to the sum of the thickness of the veneers at right angles to them and shall not be greater than 1.5 times this sum except for three ply as specified in (a)  
 The thickness of plywood boards shall be specified as under:  
 Board thickness Board thickness Pre-Laminated Board.  
 7 ply 12 mm 9mm 12m 9mm: Both Exterior  
 15m 15mm 15 mm: &  
 16mm 16mm16mm: Interior grade  
 11 Ply 19mm  
 22mm  
 25mm
- d) Plywood shall be as specified quality with decorative surface veneer. Unless specifically permitted otherwise, the adhesive used in plywood shall be PHENOL - FORMALDEHYDE resin of B.W.P. grade conforming to IS; 848.

#### **6.0 LAMINATED PLASTIC SHEETS:**

All laminated plastic sheets shall be unless specified and shall be "Merino & Greenlam.", or approved equivalent. The color, pattern, finish and texture shall be approved by the Architect/Owner.

#### **7.0 BWR PLY.**

BWR plywood shall be as per IS: 303.

#### **8.0 FLUSH DOORS:**

Flush doors shall be hollow or solid core with commercial or decorative faces and hard wood edges. The core for solid core doors shall be of block board or wood particleboard. The Contractor shall give a guarantee that the adhesive used is Phenol -Formaldehyde of B.W.R. grade.

The thickness shall be as specified in the "Schedule of Items."

Moisture Content.

MAXIMUM MOISTURE CONTENT FOR WOOD WORK.

Thinner than 50 mm 10% Average moisture content.

Thicker than 50mm 12% Average moisture content.

#### **9.0 WORKMANSHIP OF WOOD WORK**

##### **9.1 GENERAL:**

The work shall be done by skilled carpenters as per details shown on drawing or instructed by the Architect. Framing timber and other work shall be close fitting with proper wood joinery accurately set to required lines or levels and rigidly secured in place. Special care shall be taken to match the grain of timber of plywood, which shall be subsequently polished. Screws or nails will not be permitted to the edge of plywood or chipboard sheets. All exposed plywood edges shall be finished with teak wood lipping unless otherwise shown on drawings.

##### **9.2 FINISH:**

All carpentry work after finishing shall be sand papered smooth. A primer coat shall be given after inspection by the Architect to all surfaces other than those which shall be subsequently polished or covered with laminated plastic sheets.

##### **9.3 SURFACE TREATMENT:**

When shown on drawing or called for in schedule, decorative or laminated sheets shall be bounded under pressure to the surface to be finished. The adhesive used shall be of approved brand and brought to site

in sealed container. The rate of application and the length of time for which the pressure is to be applied shall be as per the Manufacturer's instructions. The edges of sheets shall be protected by teak lipping or beveled as shown on drawings.

## **10.0. PAINTING WORKS**

### **10.1 PRIMING COAT OF WOOD, IRON OR PLASTERED SURFACE;**

Preparation of surface.

#### **i) Wood Surface:**

1) The wood work to be painted shall be dry and free from moisture.

2) The surface shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sand paper and shall be well ducted. Knots if any, shall be covered with preparation of red lead made by grinding red lead in water and mixing with strong glue sized and used hot. Appropriate filler materials with same shade as paint shall be used where specified.

3) The surface treated for knotting shall be dry before painting is applied. After the priming coat is applied, the holes and indentations on the surface shall be stopped with glazier putty or wood putty. The primer shall be prepared on site or shall be of approved brand and manufacturer as specified in the item. Paint shall be anti-corrosive Bitumastic paint, Aluminum paint or other types of paint as specified in the description of the item stopping shall not be done before the priming coat is applied as the wood will absorb the oil in the stopping and the latter is therefore liable to crack.

#### **ii) Iron and steel surface.**

1) All rust and scales shall be removed by scrapping or by brushing or by brushing with steel wire brushes. Hard skin or oxide formed on the surface of wrought iron during rolling which become loose by rusting shall be removed.

2) All dust and dirt shall be thoroughly wiped away from the surface. If the surface is wet, it shall be dried before priming coat is undertaken.

### **10.2 Application:**

The primer shall be applied with brushes, worked well into the surface and spread even and smooth. The painting shall be done by crossing and laying off as described in cement paint above.

## **11.0- PAINTING WITH READY MIXED PAINT/SYNTHETIC ENAMEL PAINT:**

### **11.1 Preparation of Surface:**

#### **i) Wood Work**

The surface shall be cleaned and all unevenness removed as specified in wooden surface, knots if visible, shall be covered with a preparation of red lead. Holes and indentations on THE surface shall be filled in with glazier putty or wood putty and rubbed smooth before painting is done. The surface should be thoroughly dry before painting.

#### **ii) Iron and Steel Work:**

The priming coat shall have dried up completely before painting is started. Rust and scaling shall be carefully removed by scrapping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away.

#### 11.2. Application:

The specification described in cement paint shall hold good as far as applicable. The number of coats to be applied will be as stipulated in the item. The painted surface shall present a uniform appearance and glossy/mat finish as described in schedule of Quantities free from streaks, blisters etc.

#### 11.3. Painting on old surface:

The surface, which has been painted earlier, shall be considered to be old surface.

#### 11.4. Preparation of surface:

##### i) Wood work:

If the old paint is sound and firm and its removal is considered unnecessary the surface shall be rubbed down with pumice stone after it has been cleaned of all smoke and grease by washing with lime and finishing with water and drying. All dust and loose paint shall be completely removed. The surface shall then be washed with soap and water. If the old painted surface is blistered or flaccid badly, old paint shall be completely removed with the applications of a paint remover following the specification of the Manufacturer. The paint remover shall be of a brand and manufacture approved by the Architects/Consultant. It shall be free from alkaline matter and non-caustic so that it can be handled by workmen without injury. It shall be of non-flammable quality as far as possible and such removal shall be paid for separately. Holes and cracks if any shall be stopped with glazier putty or wood putty. Further the painting itself shall be treated as on new surface and paid for, accordingly.

##### ii) Iron and Steel work:

If the old paint is sound and firm and its removal is considered unnecessary, it shall be rubbed with wire brushes and any loosened paint taken off. All dust shall be thoroughly wiped away. This surface shall then be wiped finally with mineral turpentine to remove grease and perspiration of hand marks etc. and then allowed to dry. If the old painted surface is in bad condition and blistered and flaked, the old paint shall be completely removed and the surface prepared as described in above. Such removal shall be paid for separately. The painting including the priming coat shall be treated as one new work and paid for accordingly.

### 12. FRENCH SPIRIT POLISHING:

Pure shellac varying from pale orange to lemon yellow color, free from resin or dirt shall be dissolved in methylated spirit at the rate of 140gm. of shellac to 1 liter of spirit. Suitable pigment shall be added to get the required shade.

#### 12.1 Polishing new surface:

Preparation of surface - The surface shall be cleaned. All unevenness shall be rubbed down smooth with sand paper and well dusted. Knots if visible shall be covered with a preparation of red lead and glue sized and used hot holes and indentations on the surface shall be stopped with glazier putty. The surface shall be then be given a coat of wood filler made by mint whiting (Ground chalk in methylated spirit at the rate of 1.5 kg of whiting per liter of spirit.) The surface shall again be rubbed down perfectly smooth with glass paper and wiped clean.

#### 12.2 Application:

The number of coats of polish to be applied shall be as decided by the Architect to get the desired finish. A pad of woollen cloth covered by fine cloth shall be used to apply the polish. The pad shall be moisture with the polish and rubbed hard on the wood, in a series of over lapping circles applying the moisture sparingly but uniformly over the entire area to give an even level surface. A trace of linseed oil on the face of the pad facilitates this operation. The surface shall be allowed to dry and the remaining coats applied in the same way. To finish off, the pad shall be covered with a fresh piece of clean fine cotton cloth slightly damped with methylated spirit and rubbed lightly and quickly with circular motions. The finished surface shall have a uniform textures.

**ARTICLES OF AGREEMENT**  
(ON NON-JUDICIAL STAMP PAPER OF Rs.100.00)

ARTICLES OF AGREEMENT made this ..... day of .....2019 between the UCO Bank, a body corporate constituted and having its Head office under the Banking companies (Acquisition and Transfer of Undertaking) Act 1970 and having its Head Office 10 B.T.M Sarani, Kolkata -700 001 (hereinafter called "the EMPLOYER") which expression should include its successor/s and assignee/of the one part and M/s\_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter called the CONTRACTOR") of the other part, which expression should include its successor/s and assignee/s.

WHEREAS the Employer is desirous of executing **Civil work for Renovation &Furnishing work at RTC UCO BANK, Uco Bhavan ,Ashram Road, Ahmedabad – 380009** and has caused drawings and specifications describing the work to be prepared by **Vijay Sahijwani & Associates, 55, Sahyadri Appt. Near Stadium Circle, Navrangpura Ahmedabad – 380009**, (hereinafter called the "CONSULTANT").

AND WHEREAS the said DRAWINGS numbered as mentioned in the tender document hereinafter mentioned and to be issued from time to time, the specifications and the schedule of Items and quantities have been signed by and on behalf of the parties hereto.

AND WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth herein and schedule of items and quantities, General conditions of contract, special conditions of contract including all other conditions as mentioned in the tender document, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as "the said conditions") The work shown upon the said drawing and/or, described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum of Rs.....(Rupees\_\_\_\_\_ only) as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "THE SAID CONTRACT AMOUNT".

NOW IT IS HEREBY AGREED AS FOLLOW:

1. In condition of the said contract amount to be paid at he times and in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions execute and complete the work shown upon the said drawings and described in the said specification and the schedule of items and quantities.
2. The Employer shall pay the Contractor the said Contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The consultant in the said conditions shall mean the said **M/S Vijay Sahijwani & Associates, 55, Sahyadri Appt. Near Stadium Circle,Navrangpura Ahmedabad – 380009** or in the event of their ceasing to be the consultant for the person or purpose of this contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, provided always that no person subsequently appointed to be consultant under this contract shall be entitled to disregard or overrule any previous decision or approval or direction given or expressed in writing by the consultant for the time being.
4. The said condition and Appendices thereto shall be read and considered as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions contained.
5. The plans, agreement documents mentioned herein shall from the basis of this contract.

6. This contract is neither a fixed lump sum contract, nor a piece work contract but is a contract to carry out the work in respect **Civil work for Renovation & Furnishing work at RTC UCO BANK Uco Bhavan ,Ashram Road, Ahmedabad – 380009** as per the scope described and to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provide in the said conditions.

7. The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

8. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day of handing over of the site or within fourteen days from the date of issue of formal work order whichever is later as provided for in the said conditions and to complete the entire work within 15 days subject nevertheless to the provisions for extension of time.

9. All payments by the Employer under this contract will be made at Ahmedabad.

10. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulations laid down in the general conditions of contract.

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

In witness whereof the Employer and the contractor have set their respective hands to these present through their duly authorized official and the said two duplicate hereof to be executed on its behalf of the day and year first herein above written.

\_\_\_\_\_  
Signed on behalf of the UCO Bank  
By duly authorized representative

\_\_\_\_\_  
Signed of official stamp of contractor  
or its authorized representative

In the presence of:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

In the presence of:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## **FORM OF TENDER**

Agm/Principal  
RTC UCO Bank,  
4<sup>th</sup> Floor, UCO Bhavan,  
Near Sanyas Ashram, Ashram Road, Ahmedabad

Dear Sir,

**Re: Civil work for Renovation &Furnishing work at RTC UCO Bank, Uco Bhavan ,Ashram Road, Ahmedabad – 380009**

1. I/We refer to the tender notice issued by Agm/Principal RTC UCO Bank, 4<sup>th</sup> Floor, UCO Bhavan, Near Sanyas Ashram, Ashram Road, Ahmedabad in connection with the above work.
2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings condition of contract, specifications, bill of quantities for the sum of Rs. .... at the respective rates quoted in the bill of quantities.
3. I/we have satisfied myself / ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions, subject to above, I/we do hereby agree, should this tender be accepted in whole or in part, to:
  - a) Abide by and fulfill all the terms and provisions of the said conditions annexed hereto;
  - b) Complete the works within 15 Days, as per the work programme enclosed with the tender in two or three shifts if considered necessary by the Owner /Architects at no extra cost to the owner.
4. I / we have deposited the earnest money of Rs.9,900, (Rupees Nine Thousand Nine Hundred only) in the form of Demand Draft / Pay Order payable at Ahmedabad in Favour of "Agm/Principal RTC UCO Bank, Ahmedabad" which, I/we note , will not bear any interest and is liable for forfeiture solely at Bank's Discretion if:
  - i) Our offer is withdrawn within the validity period of acceptance.  
Or
  - ii) The Contract is not executed within 7 days from the date of receipt of the letter of acceptance.  
Or
  - iii) The work is not commenced within 7 days after issue of work order.
  - iv) If the initial Security Deposit (ISD) is not deposited within 7 days from the date of receipt of work order.
5. I/we understand that you are not bound to accept the lowest or any tender you receive.
6. Name of the partners /Directors of our firm:
  - i)
  - ii)
  - iii)
  - iv)

7. Our bankers and their addresses are:

(i)

(ii)

Yours faith fully

Signature .....

Name of partner/ Director of the firm authorized to sign  
Or

Name: .....

Name of person having power of Attorney to sign the  
Contract (Certified true copy of power of attorney attached)

Designation: .....

Signature and address of  
Witnesses

a) Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

b) Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

## 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 given previously:
  - a. 1<sup>st</sup> extension vide Architect's / Banker's letter:

No.	Dated	Month	Days
-----	-------	-------	------
  - b. 2<sup>nd</sup> extension vide Architect's / Banker's letter:

No.	Dated	Month	Days
-----	-------	-------	------
9. Reasons 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. Overlapping 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

14. Total extension of time required for 11 & 12.

Submitted to the Architect/Bank.....

Date:.....

Signature of the Contractor

UCO Bank hereinafter referred to as “The Principal”.

And

..... Hereinafter referred to as “The Bidder/Contractor”.

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder (s) and / or contractor (s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal.**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders (s) the same information and will not provide to any Bidders (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

### **Sections 2 – Commitments of the Bidder (s)/Contractor(s)**

1. The bidder(s) /contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s) contractor(s) will not directly or through any other persons of firm, offer promise or give to any of the Principal's employees involved in the tender process of the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage or during the execution of the contract.
  - b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) / contractors will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractor (s) of foreign origin shall disclose the name and address of the Agent/representatives in India, if any. Similarly the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.
  - e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder (s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-B".

#### **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

#### **Section 6: Equal treatment of all Bidders/Contractors/subcontractors.**

1. The Bidder (s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub contractor(s).**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8: Independent External Monitor/Monitors**

1. The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, UCO Bank.

3. The Bidder(s)/Contractor (S) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should be occasion arise, submit proposals for correction problematic situations.
7. Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the UCO Bank.
8. If the Monitor has reported to the Chairman & Managing Director, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, UCO Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word “Monitor” would include both singular and plural.

## **Section 9 – Pact Duration.**

This pact begins when both parties have legally signed it, if expires for the contractor 10 months after the last payment under the contract, and for all other Bidders & Months ---- the contract has been awarded.

If any claim is made lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, UCO Bank.

## Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & on behalf of the Principal)

(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

Witness 1:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

## MATERIAL SPECIFICATIONS FOR INTERIOR WORKS

1. HARD WOOD	All wood must be well seasoned, free from Knots, other defects, Due to handling and transportation Wherever necessary, Provide with Anti- terminate Treatment    CHERU                TEAK                / MAHAGONY/ TEAK
Door & Door frames Lipping	WOOD/SAL WOOD
2. PLY WOOD /BWR GRADE:	CENTURY/ UNIPLY/ GREENPLY/JOYPLY/ SHARON/ARCHEDPLY
3. LAMINATE:	DURION/MERINO/GREENLAM/FORMICA/ ARCHEDLAM
4. ADHESIVE	FEVICOL SPEEDX / SR / SH
5. GLASS	MODI GUARD / SAINT GOBAIN
6. MORTICE LOCK, FITTING	GODREJ/DORSET/HAFELE
7. WOOD PRESERVATIVE	TERMINATION TOR (Pidilite) STP – PENTAPHENE PALE
8. PAINT: - ENAMEL / EMULSION	BERGER/ASIAN PAINT/ICI
9. PVC FLOORING	ARMSTRONG/ KRISHAN VINYLE
10. FLOOR SPRING & DOOR CLOSER	GODREJ/EBCO/DORMA/EVERITE/OZONE
11. SANITARY FITTINGS	HINDWARE/JAQUWARE
12. FALSE CEILING	INDIA GYPSUM/ARMSTRONG
13. VERTICAL BLINDS	VISTA/MAC/GALEXY/PARTY TEX
14. ADHESIVE	FEVICOL/SR-998

15. FALSE CEILING CHANNEL

INDIA GYPSUM/G.I CHANNEL

16. FLOORING(VITRIFIEDTILES)

NITCO/JOHNSON/RAK/KAJARIA/AGL  
/SIMPOLO

17. VENEER

TIMEXPLY/TRUWOOD/GREENLAM

18. ACP SHEET

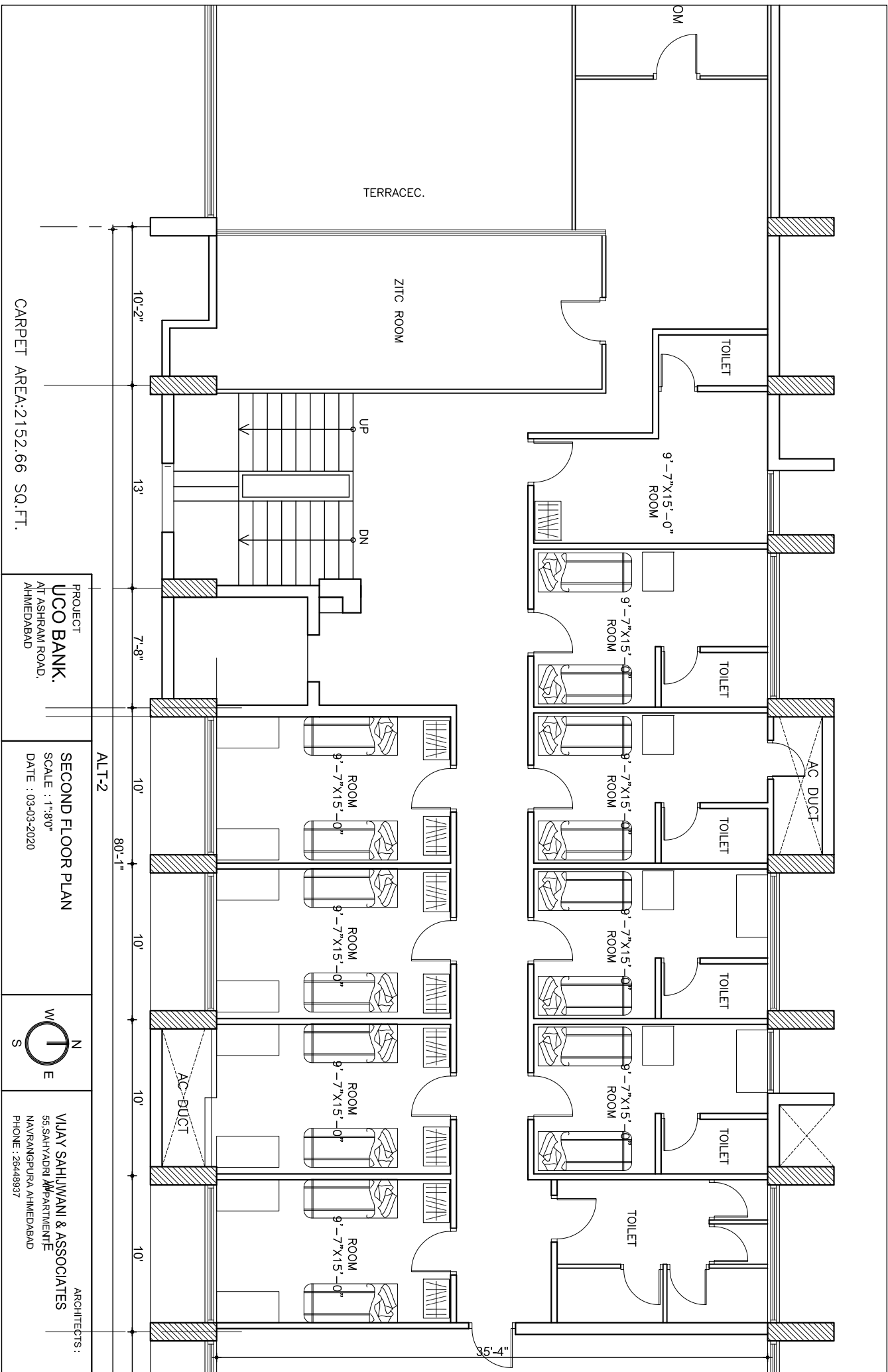
EURO BOND/ALEX PANELS

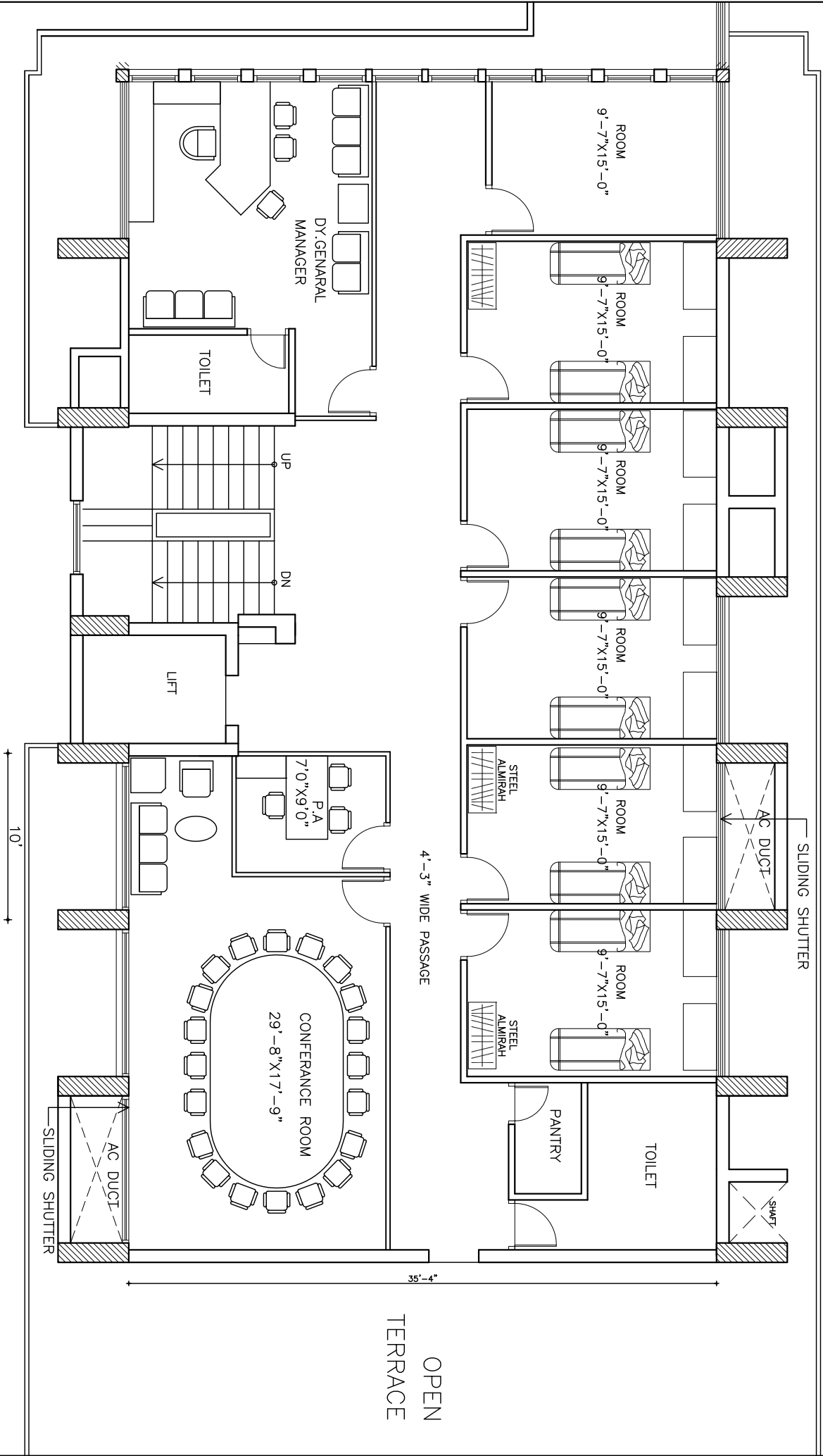
19. HARWARES

EBCO/OZONE/KICH/GODGREJ/  
SHALIMAR

20. PATCH FITTINGS

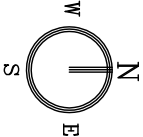
OZONE/EBCO/DORMA



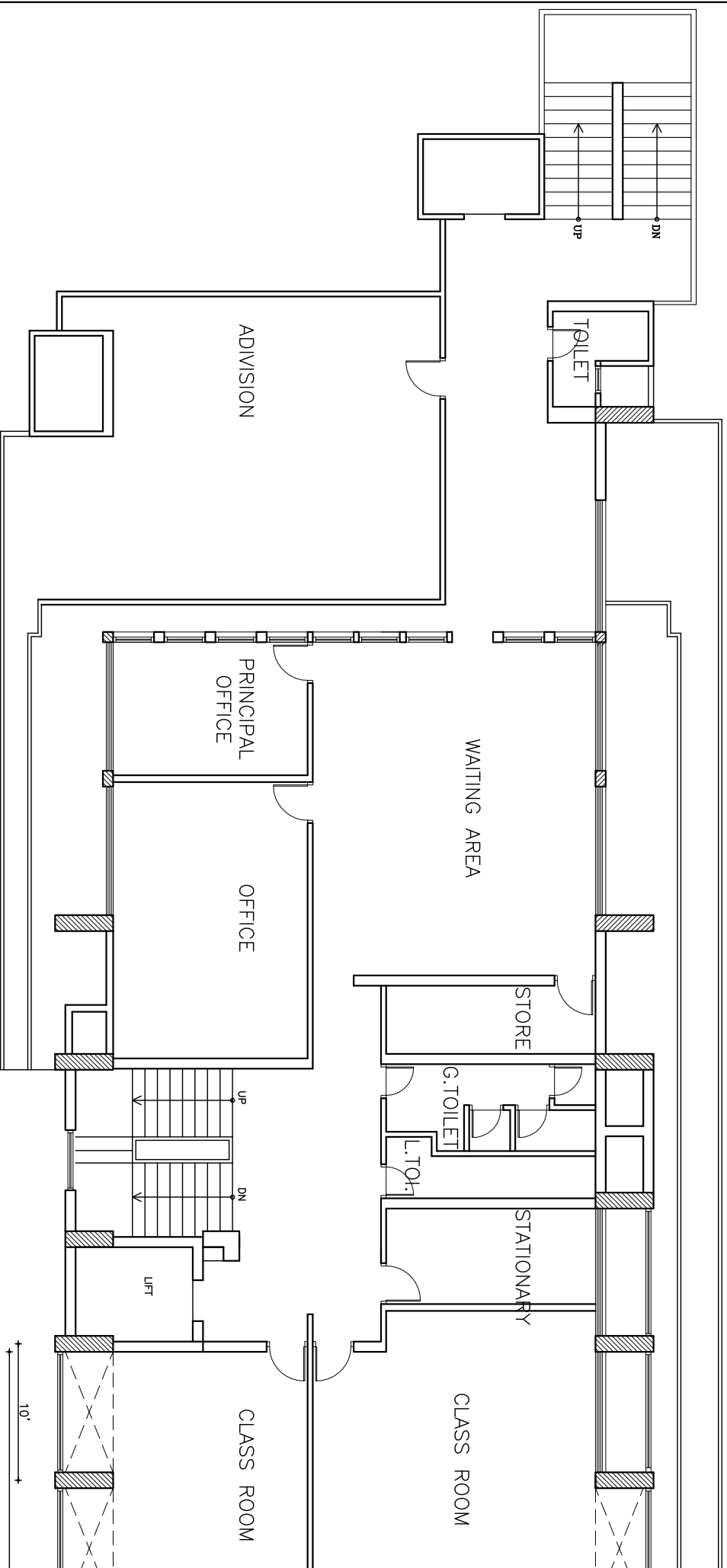


PROJECT  
UCO BANK.  
AT ASHRAM ROAD,  
AHMEDABAD

ALT-1  
THIRD FLOOR PLAN  
SCALE : 1"=8'0"  
DATE : 03-03-2020

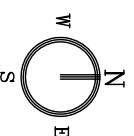


ARCHITECTS :  
VIJAY SAHIJWANI & ASSOCIATES  
55,SAHYADRI APARTMENT,  
NAVRANGPURA AHMEDABAD  
PHONE : 26448937

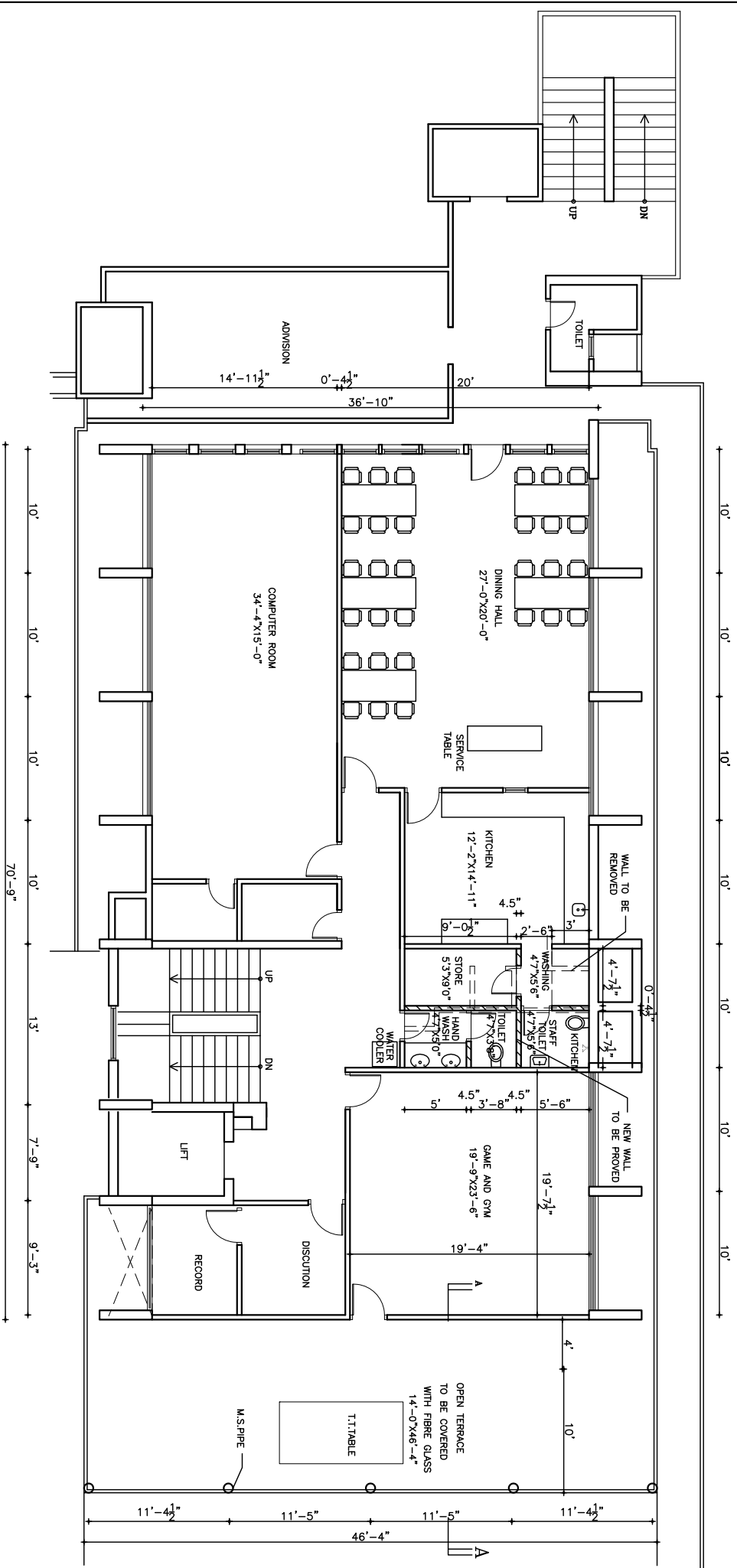


PROJECT  
UCO BANK.  
AT ASHRAM ROAD,  
AHMEDABAD

EXISTING  
FOURTH FLOOR PLAN  
SCALE : 1"=12'0"  
DATE : 29-02-2020

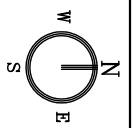


ARCHITECTS :  
VIJAY SAHIJWANI & ASSOCIATES  
55,SAHYADRI APPARTMENT,  
NAVRANGPURA AHMEDABAD  
PHONE : 26448937

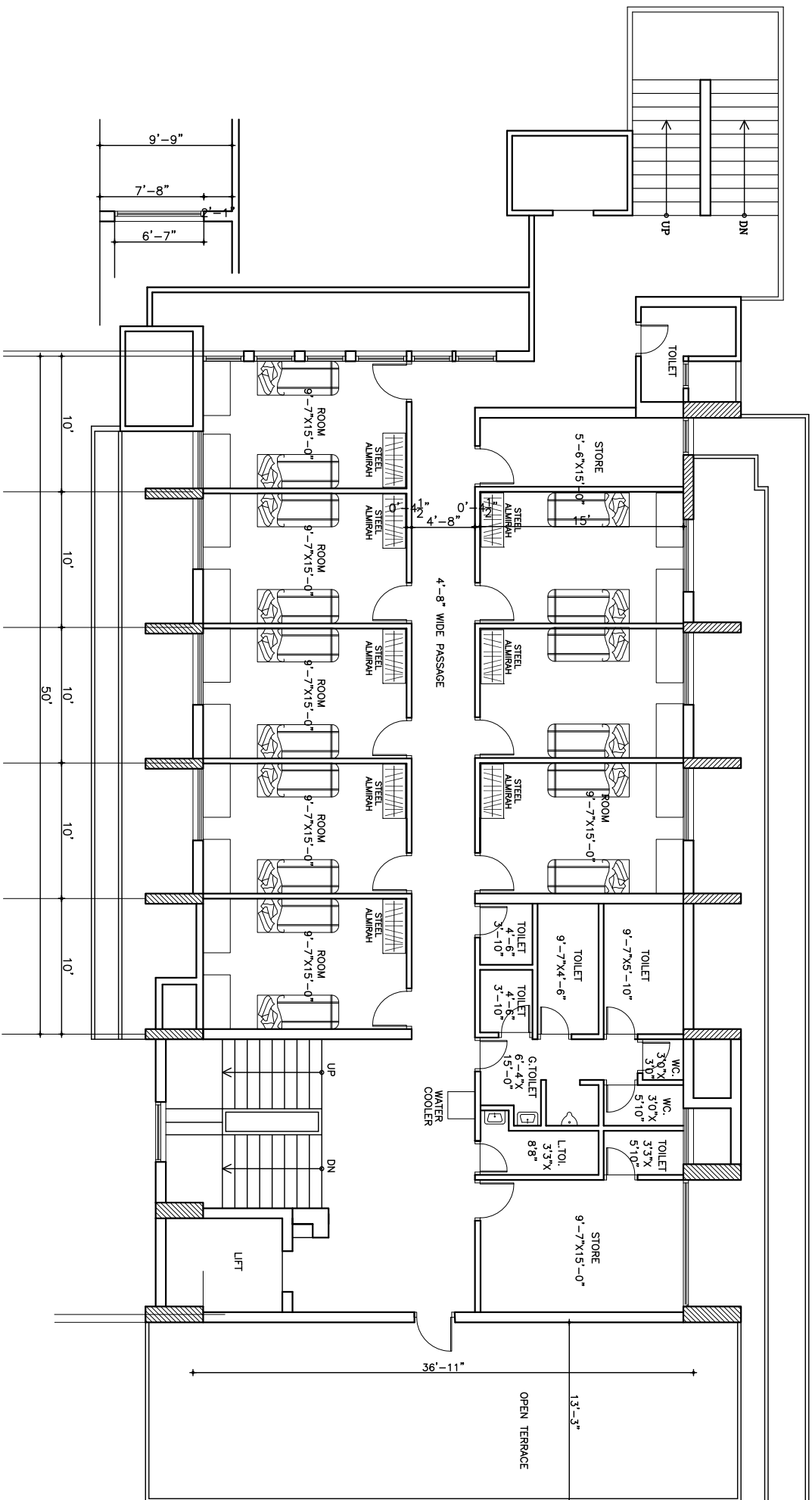


PROJECT  
UCO BANK.  
AT ASHRAM ROAD,  
AHMEDABAD

ALT-1  
FIFTH FLOOR PLAN  
SCALE : 1"=8'0"  
DATE : 29-02-2020

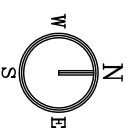


ARCHITECTS :  
VIJAY SAHJWANI & ASSOCIATES  
55,SAHYADRI APARTMENT,  
NAVANGPURA AHMEDABAD  
PHONE : 26448937

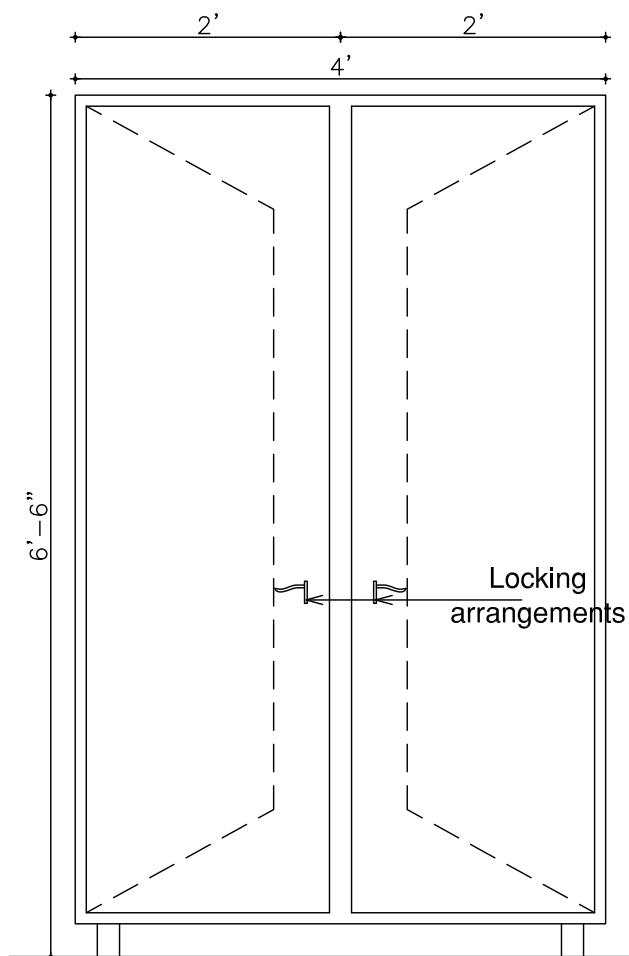


PROJECT  
UCO BANK.  
AT ASHRAM ROAD,  
AHMEDABAD

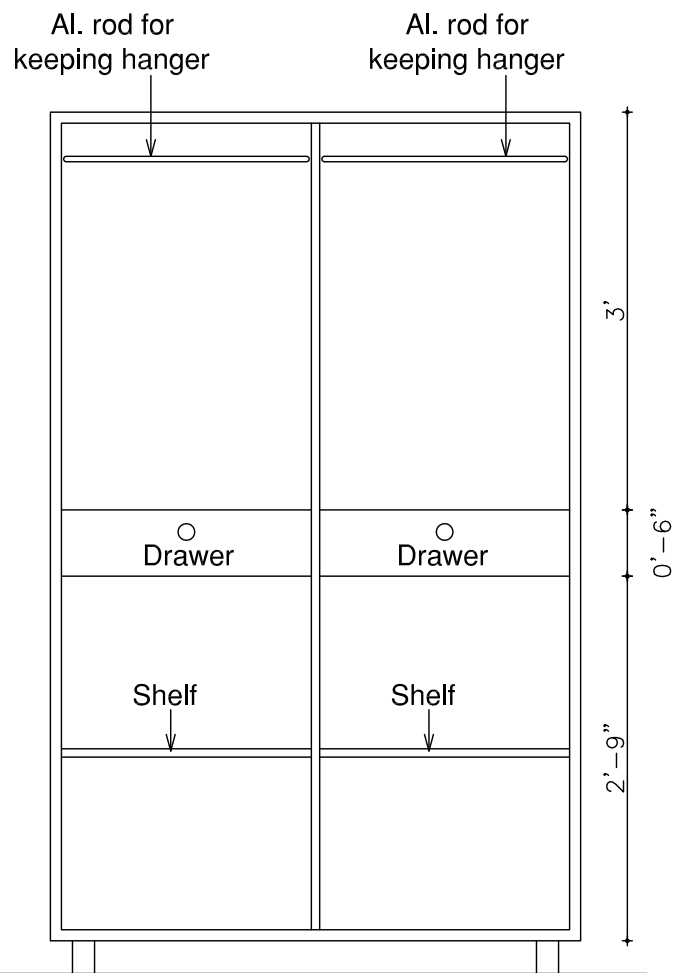
EXISTING  
SIXTH FLOOR PLAN  
SCALE : 1"=8'0"  
DATE : 29-02-2020



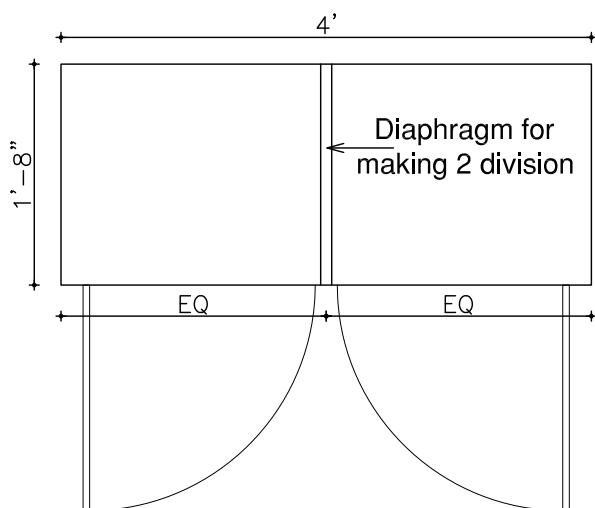
ARCHITECTS :  
VIJAY SAHJWANI & ASSOCIATES  
55,SAHYADRI APPARTMENT,  
NAVRANGPURA AHMEDABAD  
PHONE : 26448937



ELEVATION



INTERNAL ELEVATION



PLAN

PROJECT:  
**UCO BANK**  
 AT ASHRAM ROAD  
 AHMEDABAD

TITLE:  
 CUPBOARD DETAIL  
 DATE : 02-03-2020

ARCHITECTS :  
**VIJAY SAHIJWANI & ASSOC.**  
 55, SAHYADRI APPARTMENT  
 NAVRANGPURA, AHMEDABAD.  
 PHONE : 26448937

**PART - B (Price Brid)**

**BILLS OF QUANTITIES OF CIVIL WORK FOR RENOVATION & REPAIRING WORK OF OFFICE, CLASS ROOMS ,& HOSTEL ROOMS AND CANTEEN INCLUDING KITCHEN FOR UCO BANK AT 2ND FLOOR TO 6TH FLOOR ,UCO BHAVAN, ASHRAM ROAD,AHMEDABAD.**

Sr.No.	Description	Quantity	Rate	Unit	Amount
<b>[A]</b>	<b>CIVIL WORKS</b>				
1	<b>P/F VITRIFIED TILES FLOORING [600mmx600mm]</b> Providing & fixing 600 x 600 Double Charge Lapis Vitrified tiles flooring of approved make and shade for flooring as per design. <b>Tiles shall be laid on existing flooring and necessary adhesive of like NITOLITE -GP of FOSROC make shall be used as directed.</b> The rate includes filling the joints of tiles using adhesive & pigments. The rate includes curing acid cleaning, cutting etc. complete. Rate shall be same for all levels. <b>Basic price of Tiles shall be Rs. 50=00 per Sq. Ft (Excluding GST).</b> etc. complete as directed. <b>The rates include removal of existing skirting. Its disposal .No additional sand beading charges shall be paid for Electric trenches filling</b>	3500		SQ.FT	
2	<b>P/F 75MM HEIGHT SKIRTING</b> Providing & laying 75 mm height skirting cut out of vitrified tiles 600mmx600mm of Approved make over cement paste after making necessary cutting / hacking in walls, surface preparation as directed complete with joint filling etc. <b>Rate also includes, filling of Zaries in skirting complete as directed.The rates include removal of existing skirting . Its disposal Basic price of Tiles shall be Rs. 50=00 per Sq. Ft</b>	1000		RFT	
3	<b>P/A ACRYLIC EMULSION PAINT (PLASTIC PAINT)</b> Providing and applying (with rollers only) Acrylic emulsion paint of required shed and approved make on new/old work in two or more coats to give an even shed including the preparation of surface for painting, applying primer and putty, at all heights complete as per manufacturer's specification and as directed.	5500		SQ.FT	
4	<b>P/A SYNTHETIC ENAMEL PAINT</b> Providing and applying synthetic enamel paint, at all heights of required shade and approved make on old work including the scrapping/cleaning and preparation of surfaces for painting, applying primer and putty, with two or more coats of approved first quality enamel.	200		SQ.FT	
5	Creating 3'-0" x 4'-0" Size 2 No. opening in Brick/RCC wall for providing ventilation in Room Rate also including cement plaster same as existing etc complete as directed	2		JOB	

Sr.No.	Description	Quantity	Rate	Unit	Amount
6	<p><b>P/F ALUMINIUM SLIDING WINDOW</b></p> <p>Providing and fixing powder coated aluminium Two track sliding shutter glass windows using aluminium sections of following sizes outer frame of 63.50 x 38.10 x 1.41 mm thick wt. 0.818 kg. Rmt. Top and sides frame 61.85 x 18 x 1.30 mm thick Wt. 0.659 Kg/Rmt bottom frame 61.85 mm x 31.75 x 1.20 mm thick Wt. 0.695 Kg/Rmt Shutter Top &amp; Bottom 40.00 x 18.00 mm x 1.29 mm thick Wt. 0.456 Kg/Rmt Shutter Interlock 40.00x18.00+8.34 x 1.29 mm thick Wt. 0.547 Kg/Rmt Shutter Side (Handle) 40.00x18.00x1.29mm thick Wt.0.456 Kg/Rmt 5mm thick glass shall be framed in Aluminium section of 40.0 x 18.0 mm with necessary sliding channel and locking arrangement size of the shutter shall be as directed. Aluminium sections shall be of powder coated.</p> <p>Rate includes all necessary fixing arrangements, Neoprene lining, filling the gaps the between AL. section and wall with sealant as directed. (Aluminium sections to be used shall be of Jindal make of Series 18 mm or equivalent section of Hindalco etc. as approved by the Architect in charge).There can be variation of plus or minus 10% in the thicknees and weight of aluminum sections.</p>	24		SQ.FT	
7	<p><b>Providing &amp; Fixing glass louvers for ventiltion in Toilet</b></p> <p>Providing and fixing in position powder coated aluminium frame size 63.50x38.10 x 1.28 mm thick with adjustable 100 mm wide and 4 mm thick glass louvers with mechanisim ventilators Sample of one ventiletor with adjustable mechanisim shall be got approved from Consultant/Bank.</p> <p><b>KITCHEN</b></p>	5		SQ.FT	
8	<p><b>Providing and Fixing Vitrified tiles flooring on existing flooring. Specification same as above item No-1</b></p>	200		SQ.FT	
9	<p><b>Providing and Fixing Ceramic tiles cladding on walls.</b></p> <p>Providing &amp; laying wall dado of 5 to 6 mm thick coloured Glazed tiles(Mat Finish) of 300 x 450 of approved make first quality fixed cover 13mm thick plaster in CM 1:3, including providing groove upto 3mm wide if directed to do so and using grey cement in pointing of joints and applying neat cement paste about 3 Kg/Sq.m. The rate shall be inclusive of centre point fittings i.e. extra labour, material etc. to be considered so as to get outlet of plumbing/sanitary fittings at the junction. Rate shall be same for all levels.Sample of the tiles must be got approved from Architect/Bank.<b>Rate all so includes backing coat of rough cement plaster. Rate includes dismentaling of existing tiles and disposal complete as directed. (Basic price of tiles shall be Rs.40=00 Per SqFt)</b></p>	541		SQ.FT	

Sr.No.	Description	Quantity	Rate	Unit	Amount
10	<b>Providing and Fixing Granite Stone cooking platform</b> Providing and fixing selected black jet granite, mirror polish, 18mm to 19 mm thick with machine cut edges, in required length and width as per architects detail for platform etc. including cutting holes etc. for sink etc. providing & fixing borders, facia at platform with machine cut & mirror polish edges filling joints with balck colour pigment mixed in white black colour pigment in white cement, using araldite for borders & facias will be paid in square feet only. Facia Patti also will be measured. For Pantry Platform <b>Basic price of Granite shall be Rs. 150=00 per Sq. Ft (Excluding GST) rate includes removal of Kota stones and removing debries from site.</b>	50		SQ.FT	
11	<b>P/F S.S SINK</b> Providing and fiixing stainless steel sink of Nirali make or approved equivalent make Standard rangers of overal size 17" x 17" ( Bowl size 14"x14" x 7" depth in to in) including all necessary fittings such as CI brackets, overflow, rubber plugs, Cp brass chain, PVC connection and PVC waste pipe applying two coats of aluminium paint to the brackets etc. complete as directed.			NO	
12	providing and fixing 25mm thick both side polished kota stone shelf for storage with polished ages complete as directed	30.00		sft	
13	providing and fixing glazed tile cladding below cooking platform size 8 inche by 12 inche on wall and platform support complete as directed	150.00		sft	
<b>TOTAL COST OF [A]</b>				Rs	

Sr.No.	Description	Quantity	Rate	Unit	Amount
<b>[B] FURNISHING WORK</b>					
1	<b>Supplying &amp; Providing Steel Cup board ( Wordrobe) in 9 Rooms. Approx Size 4'-0"x1'-9"x6'-6" height</b> Supplying and Providing Steel Almira (Wordrobe) of Size 4'-0"x1'-9"x6'-6" height. Cup board shall made from 1.00mm to 1.25mm thick (18 to 20 Gauge) MS sheet as per the drawing enclosed herewith. Necessary fold or bends shall be provided for stenghtening of cup board. the cup board shell have two division with independent door shutters with locking arrangement. Sheets shall be powder coated complete as directed. sample of cup board must be got approved from Bank/Architect before supplying	18		NO	
2	<b>Providing Bison panel Panneling to cover A.C. pipe.</b> Providing and Fixing Bison panel panelling for concealing of AC Piping pipe using 8 mm thick Bison panel shall be used with alumininum framing as per requirement and drawing etc complete as directed.	110		SQ.FT	
3	Removing existing wooden pannelling and fixing new similar wooden pannelling on wall and ceiling. Rate includes all supporting members making cutout for light fixtures in ceiling and switch board in wall including matching polishing -Wood and polish to be used shall be matching with existing wall paneling and Ceilling. <b>Contractor must visit site befor quoting.</b>	500		SQ.FT	
4	<b>Providing and fixing Isolated flush door shutter with Laminate ( Solid Flush door Laminate) without frame as follows.</b> Providing and fixing Flush door shutter made out of 31 mm thick flush door with 12 mm thick steam beach beading, 31x 12 mm thick steam beach periphery patti around shutter edges, 1 mm thick laminate on both sides, 35x12mm thick steam beach stopper patti on frame including 3 Nos 5" long SS hinges with countersunk SS screws, Approved make Ded Lock, S.S Handles,150 mm long Door stoppers, doorstop of approved make etc. all exposed surface /edges not laminated be provided with lacquer polish complete as per drawing & instructions	21		SQ.FT	
5	supplying fabricating and installing shutter below cooking platform using SS 303 grade sheet of 0.8 mm thickness with necessary bends and members for stiffness as required as per drawing and instructions complete to the satisfaction of the bank/Architect	50.00		SFT	
<b>TOTAL COST OF [A]</b>				<b>Rs</b>	
<b>TOTAL COST OF (A + B)</b>				<b>Rs</b>	

**Tender Amount (In Words) Rupees:**

NAME OF THE AUTHORISED SIGNETORY

SIGNATURE

Sr.No.	Description	Quantity	Rate	Unit	Amount
--------	-------------	----------	------	------	--------

NAME OF THE TENDERER COMPANY

STAMP & SEAL

(SEAL AND SIGNATURE OF CONTRACTOR