

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

CRACK FILLING & EXTERIOR PAINTING OF UCObANK BUILDING , AT ASHOK NAGAR,BHUBANESWAR

Require quotation for following .

One coat of alkali block primer and 2 to 3 coats of Super premium paint after crack filling work.

Details of Work

1. V group cutting , cleaning, sanding latex primer & crack filling.
2. One Coat of Alkali block primer with putty touch up , sanding and surface cleaning. (10% water dilution)
3. Two to three coats of dust resistant and antifungal exterior acrylic emulsion paint, weather proof super premium paint (Apex Ultima of Asian paint) (10% water dilution)

The work will be done under the supervision of – M/S Architects Creation.

Payment terms- after satisfactory completion of the work (T & C apply)

CGST & SGST extra.

Cost of tender document - Rs.500.00 (In shape of DD favouring UCO Bank drawn on Bhubaneswar)

Date of site Visit- 21st & 22nd of January, 2021 (During office hour)

Date of sale of Tender Documents- 21st and 22nd January 2021 (During office hour)

EMD – Rs. 8000/-

Defect Liability – 10% of bill amount to be retained for 1 year.

Last date of receipt of tender document -10-02-2021 (5.00 PM.)

General Manager & Zonal Head

यूको बैंक, अंचल कार्यालय, यूको बैंक भवन, द्वितीय तल , सी-2, अशोक नगर, भुवनेश्वर - 751009
UCO Bank, Zonal Office, UCO Bank Building, 2nd Floor, C-2, Ashok Nagar, Bhubaneswar – 751009
Phone: 0674-2620400 E-mail: zobbsr.gad@ucobank.co.in

UCO BANK

ZONAL OFFICE,
PLOT NO. C-2, UNIT - II,
ASHOK NAGAR, BHUBANESWAR

PART - A : TECHNICAL BID

For Exterior Painting Work of UCO Bank,
Zonal Office Building at Bhubaneswar

1. Name of Tenderer : _____

2. Address of Tenderer : _____

Last Date of Submission of Tender : 10.02.21 upto 5.00 P.M.

Date & Time of Opening of Tender : 11.02.21 at 3.00 P.M.

Architects / Consultants

Architects Creation

B-9, 2nd Floor, Saheed Nagar

Bhubaneswar - 751007

Ph. No. (0674) 2547828

CONTENTS

SECTION

I. NOTICE INVITING TENDER

II. INSTRUCTION TO APPLICANTS

III. BASIS FOR PRE QUALIFICATION

FORM - 1 : FINANCIAL STATEMENT

FORM - 1A : BANKER'S REPORT

FORM - 2 : EXPERIENCE

FORM - 2A : STATUS OF PRESENT WORK

IV. CERTIFICATE OF DECLARATION.

SECTION - I

NOTICE OF INVITATION OF TENDER

Sealed item rate tenders both Part - A & Part - B in duplicate, are invited only from Contractors on behalf of

The General Manager & Zonal Head,
UCO Bank, Zonal Office,
Plot No. - C-2, 2nd Floor,
Unit - II, Ashok Nagar,
Bhubaneswar

for the following work:-

- 1) Name of the work : Exterior Painting Work of UCO Bank, Zonal Office Building at Ashok Nagar, Bhubaneswar.
- 2) Place of the work : Bhubaneswar, Dist - Khurda, Odisha
- 3) Date of Commencement : 7 (Seven) Calendar days from the date of issue of work-order.
- 4) Time of completion : 20 (Twenty) Calendar Days.
- 5) Defect Liability Period : 1 (One) Year
- 6) Earnest Money : Rs. 8,000.00 (Rupees Eight thousand) only by crossed demand draft / Pay order of any scheduled Bank, drawn in favour of "UCO Bank" payable at Bhubaneswar. Tender without earnest money in proper form will be rejected.
- 7) Estimated Cost : Rs. 8.23 Lakhs + GST
- 8) Availability of Tender Document : Tender document can be downloaded upto **10.02.2021** from Bank's Official Website i.e. www.ucobank.com
- 9) Cost of Tender Document : Rs. 500.00 (Rupees Five hundred) only (Non-refundable) by crossed Demand Draft / Pay order of any scheduled Bank, drawn in favour of "UCO Bank" payable at Bhubaneswar. Tender without Tender Cost in proper form will be rejected. Both original & duplicate tender documents are to be submitted.

- 10) Time, date and place of submission of Tender : On or before **5.00 P.M. on 10.02.21**
At the office of :-

The General Manager & Zonal Head,
UCO Bank, Zonal Office,
Plot No. - C-2, 2nd Floor, Unit - II,
Ashok Nagar, Bhubaneswar
- 11) Time, date and place of opening of tender : The Tender will be opened first at **3.00 P.M. on 11.02.21** at the office of :-

The General Manager & Zonal Head,
UCO Bank, Zonal Office,
Plot No. - C-2, 2nd Floor, Unit - II,
Ashok Nagar, Bhubaneswar

Date & time of opening of the Part-B (Price Bid) will be intimated on the same day and to be decided by the Tender Committee constituted by the Bank.
- 12) Tender to be addressed to : The General Manager & Zonal Head,
UCO Bank, Zonal Office,
Plot No. - C-2, 2nd Floor, Unit - II,
Ashok Nagar, Bhubaneswar
- 13) Procedure of submission of Tender : Tenders in duplicate are to be submitted in two parts viz; Part-A & Part-B separately sealed and superscribed with the name of the work along with the required documents and manner as detailed in General Rules and Instruction for the guidance to the Tenderers.
- 14) Validity of Tender : Three (3) calender months from the stipulated last date of submission of tender.
- 15) Delay in submission arising out of postal or any other irregularities will not be considered. The Bank in any case will not be responsible for any damage in transit in case of postal delivery.
- 16) The rates quoted shall include Transport, handling charges on materials, labour etc. and shall be excluding GST on finished work. However, GST shall be paid extra as applicable over and above the Tender cost.

ne Bank will not be bound to accept the lowest tender and reserves the rights to accept or reject any or all the tenders without assigning any reason whatsoever.

For,

ARCHITECTS CREATION

B-9 (2nd Floor),

Saheed Nagar,

Bhubaneswar-751007.

SECTION - II

INSTRUCTION TO APPLICANTS

- 2.1 The completed 'Tender Documents' in duplicate and in sealed covers should be returned so as to reach by 1700 Hrs. on or before **10.02.2021** at the following address :

The General Manager & Zonal Head,
UCO Bank, Zonal Office,
Plot No. - C-2, 2nd Floor,
Unit - II, Ashok Nagar,
Bhubaneswar

Tender documents received after the due date and time will not be considered and summarily rejected.

If the receipt date is declared as a holiday the applications will be received on the next working day at the same time and place.

- 2.2 The envelope or packet submitted must show on the outside the name and complete address of the Applicant. In addition, the upper left hand corner of the packet should bear the title **"TENDER FOR EXTERIOR PAINTING WORKS OF UCO BANK ZONAL OFFICE BUILDING AT ASHOK NAGAR, BHUBANESWAR"**.
- 2.3 All financial data/monetary values entered in the form(s) for the work executed / work in hand should be stated in Indian Rupees. For details of Contract submitted in support of past experience, the contract amounts in original currency should also be stated in Indian Rupees exchange rate, as application for Tender and as determined by the Reserve Bank of India.
- 2.4 It is mandatory that each application shall contain all the information called for in the "FORMS" included in the document.
- 2.5 All details furnished should be complete and as applicable on the date 30 days prior to the last date for submission of application.
- 2.6 Applicants are particularly advised to fill in the details asked for strictly as per the enclosed forms. Applications may be rejected if relevant details are not furnished in prescribed formats and also which do not meet the qualification requirements given in the paragraphs that follow. The applicant may furnish any additional information, which in his opinion will highlight his capacities to perform, along with his application.
- 2.7 The site of the work may be inspected by applicant or his representative at his own cost.

Information regarding applicant's experience shall cover the work carried out only after 31st January 2021.

- 2.11 The decision of the Bank to accept or reject any application for Tender shall be final and binding.
- 2.12 While applications are under consideration, Applicants and their representatives, or other interested parties, are advised to refrain from contacting, by any means, any of the Bank's or Consultant's personnel on matters related to the applications under study. Such activities, if noticed, will lead to rejection of the application. The Bank/ Consultant, if necessary will obtain clarification of applications by requesting such information from any or all Applicants in writing.

SECTION - III

BASIS FOR PERQUALIFICATION OF APPLICANTS

3.1 Applications will be evaluated under the following three heads :

A : Financial standing and capability

B : Past experience

C : Organisational Capability

Applicants are required to furnish necessary data, documents drawings and other particulars along with their application in support of their competence under the above heads. Data/documents furnished should be true in all respects. On verification if it is found that such data/documents are not true or concerned Applicant has attempted to conceal any un-favourable data, his application for Tender will be rejected.

The minimum qualification expected in respect of the above heads are given hereafter. Applicants meeting these requirements will be considered for Tender.

3.2 CRITERIA FOR QUALIFYING

To be eligible to bid for the work, for which this Tender is invited, applicants must meet the following criteria.

3.3 The applicant shall have valid GST registration and a copy shall be enclosed.

3.4 FINANCIAL STANDING :

i. The financial standing will be judged from the Financial statement (form 1) and by the overdraft facilities / credit worthiness (in the form of Solvency Certificate as indicated in form 1A) from a bank available to the Applicant.

The Applicant is expected to furnish credit rating from a Schedule Bank equivalent to a minimum of Rupees 5 lakhs.

ii Annual Turnover.

The minimum annual turnover of prospective applicants is expected to be above Indian Rupees 50 lakhs.

3.5 PAST EXPERIENCE

i). Quantum and experience of work executed

It is necessary that the Applicant has executed similar type of work in the past Three years. It is expected that the present worth of work executed by the bidder should meet any of the following requirements:-

- (a) At least one work of Rs. 10.00 lakhs.
- (b) At least Two work of Rs. 8.00 lakhs each.
- (c) At least Three works of Rs.5.00 lakhs each.

ii). PAST FORMANCE

The past performance of an Applicant is established in respect of having successfully executed similar type of work in time and in workman like manner. For this purpose, testimonials etc. from Clients for whom the Applicant has executed similar type of work during the past will have to be submitted by the applicant and where necessary reference will be made to previous clients. Applicant must furnish performance data vide Form-2 & form-2A.

3.6 ORGANISATIONAL CAPABILITY

Organizational capability of an Applicant will be judged based on data furnished by him.

3.7 QUALIFIED APPLICANTS

The Bank will decide which of the Applicants are qualified and will advise them through the Consultant / Architect in due course of time with the date, time and place of opening of "Part-B" i.e. the price bid of this Tender. The 'Part-B' i.e. the price bid of non-qualified contractors will remain un-opened and No reason, whatsoever will be furnished.

FORM - 1 : FINANCIAL STATEMENT

1. Attach audited balance sheets and profit and loss statement for the last 3 years.
2. Annual value of building construction work, undertaken for each of the last three years and projected for current year.

Current year	One year before	Two year before	Three Year before
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3. Applicant's financial arrangement :

a. Own resources :

b. Bank Credits :

c. Others (Specify) :

Seal
Date :

Signature of the Applicant

FORM - 1A : BANKER'S REPORT

SOLVENCY CERTIFICATE FROM THE SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s. -----

(Name and Address of the Applicant / Tenderer) a customer of our bank is respectable and can be treated as good for any engagement up to a limit of Rs.--

----- (In figure) Rupees -----

(in words) only. Overdraft facility available to M/s -----

(Name of Applicant) are up to a limit of Rs. ----- (In figures) Rupees

----- only. The certificate is

issued without any guarantee of responsibility on the Bank or any of its officers.

Signature and Seal of the Bank

Name of the Bank -----

Address -----

Date -----

FORM - 2 : EXPERIENCE

- (1) LIST OF WORKS EXECUTED DURING PRECEEDING 3 YEARS MENTIONED UNDER CLAUSE 3.4 ABOVE.

Sl. No.	Name of work with brief description of the work	Date of Completion	Date of Start	Scheduled time of completion.	Contract Amount (Rs.)	Name of Employer for whom work was carried out with address
1	2	3	4	5	6	7

Note :- Original or attested copies of work-order and also performance certificates from Employers for whom work was carried out must be attached.

- (2) Specify the Maximum value of work executed in a year

Rs.----- Year -----

- (3) Furnish the names with address / Telephone Nos. of Three responsible Persons who will be ink a position to certify about the quality and performance.

(i) -----

(ii) -----

(ii) -----

Seal :

Date :

Signature of the Applicant

FORM - 2A : STATUS OF PRESENT WORK.

Sl. No.	Name of work with brief description of the work	Date of Commence-ment	Date of Comp-letion	Contract Amount (Rs.)	Name of Employer with address
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(2). Furnish copies of the Work-Order of the above work.

(3). Name, Address with designation of the contact person with telephone No. of the above cited work.

(i) -----

Seal :

Date :

Signature of the Applicant

IV : CERTIFICATE OF DECLARATION

I / We hereby undertake that the above information furnished are true. You are at liberty to reject this application of pre-qualification in case any of the information furnished found false and also incomplete. We assure you that the facilities wherever mentioned in this pre-qualification bid shall be extended to you and at your work site. We also understand that you are not bound to accept and assign reasons whatsoever for not considering this application of prequalification.

Seal :

Date :

Signature of the Applicant

UCO BANK

ZONAL OFFICE,
PLOT NO. C-2, UNIT - II,
ASHOK NAGAR, BHUBANESWAR

PART - B : FINANCIAL BID

For Exterior Painting Work of UCO Bank,
Zonal Office Building at Bhubaneswar

1. Name of Tenderer : _____

2. Address of Tenderer : _____

Last Date of Submission of Tender : 10.02.21 upto 5.00 P.M.

Architects / Consultants

Architects Creation

B-9, 2nd Floor, Saheed Nagar

Bhubaneswar - 751007

Ph. No. - (0674) 2547838

CONTENTS

	<u>PAGE NO.</u>
1. NOTICE OF INVITATION OF TENDER	03
2. GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERERS	06
3. FORM OF TENDER	10
4. ARTICLE OF AGREEMENT	12
5. GENERAL CONDITIONS OF CONTRACT.	16
6. SPECIAL CONDITIONS AND ANNEXURES.	39
7. TECHNICAL SPECIFICATIONS FOR CIVIL & INTERIOR FURNISHING WORKS	44
8. BILL OF QUANTITIES	49

NOTICE OF INVITATION OF TENDER

Sealed item rate tenders both Part - A & Part - B in duplicate, are invited only from Contractors on behalf of

The General Manager & Zonal Head,
UCO Bank, Zonal Office,
Plot No. - C-2, 2nd Floor,
Unit - II, Ashok Nagar,
Bhubaneswar

for the following work:-

- 1) Name of the work : Exterior Painting Work of UCO Bank, Zonal Office Building at Ashok Nagar, Bhubaneswar.
- 2) Place of the work : Bhubaneswar, Dist - Khurda, Odisha
- 3) Date of Commencement : 7 (Seven) Calendar days from the date of issue of work-order.
- 4) Time of completion : 20 (Twenty) Calendar Days.
- 5) Defect Liability Period : 1 (One) Year
- 6) Earnest Money : Rs. 8,000.00 (Rupees Eight thousand) only by crossed demand draft / Pay order of any scheduled Bank, drawn in favour of "UCO Bank" payable at Bhubaneswar. Tender without earnest money in proper form will be rejected.
- 7) Estimated Cost : Rs. 8.23 Lakhs + GST
- 8) Availability of Tender Document : Tender document can be downloaded upto **10.02.2021** from Bank's Official Website i.e. www.ucobank.com.
- 9) Cost of Tender Document : Rs. 500.00 (Rupees Five hundred) only (Non-refundable) by crossed Demand Draft / Pay order of any scheduled Bank, drawn in favour of "UCO Bank" payable at Bhubaneswar. Tender without Tender Cost in proper form will be rejected. Both original & duplicate tender documents are to be submitted.

- 10) Time, date and place of submission of Tender : On or before **5.00 P.M. on 10.02.21**
At the office of :-

The General Manager & Zonal Head,
UCO Bank, Zonal Office,
Plot No. - C-2, 2nd Floor, Unit - II,
Ashok Nagar, Bhubaneswar
- 11) Time, date and place of opening of tender : The Tender will be opened first at **3.00 P.M. on 11.02.21** at the office of :-

The General Manager & Zonal Head,
UCO Bank, Zonal Office,
Plot No. - C-2, 2nd Floor, Unit - II,
Ashok Nagar, Bhubaneswar
- Date & time of opening of the Part-B (Price Bid) will be intimated on the same day and to be decided by the Tender Committee constituted by the Bank.
- 12) Tender to be addressed to : The General Manager & Zonal Head,
UCO Bank, Zonal Office,
Plot No. - C-2, 2nd Floor, Unit - II,
Ashok Nagar, Bhubaneswar
- 13) Procedure of submission of Tender : Tenders in duplicate are to be submitted in two parts viz; Part-A & Part-B separately sealed and superscribed with the name of the work along with the required documents and manner as detailed in General Rules and Instruction for the guidance to the Tenderers.
- 14) Validity of Tender : Three (3) calender months from the stipulated last date of submission of tender.
- 15) Delay in submission arising out of postal or any other irregularities will not be considered. The Bank in any case will not be responsible for any damage in transit in case of postal delivery.
- 16) The rates quoted shall include Transport, handling charges on materials, labour etc. and shall be excluding GST on finished work. However, GST shall be paid extra as applicable over and above the Tender cost.

- 17) The Bank will not be bound to accept the lowest tender and reserves the rights to accept or reject any or all the tenders without assigning any reason whatsoever.

For,

ARCHITECTS CREATION

B-9 (2nd Floor),

Saheed Nagar,

Bhubaneswar-751007.

GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERERS

1. Tenders are hereby invited on behalf of **The General Manager & Zonal Head, UCO Bank, Zonal Office, Plot No. C-2, 2nd Floor, Ashok Nagar, Bhubaneswar** for Exterior Painting work of **UCO Bank Zonal Office Building at Ashok Nagar, Bhubaneswar**, at an estimated cost of Rs. 8.23 Lakhs.
2. Tender document consisting of the following:
 - i. Notice of Invitation of Tender.
 - ii. General Rules and instructions for the Guidance of Tenderers.
 - iii. Form of Tender.
 - iv. Article of Agreement.
 - v. General Condition of Contract.
 - vi. Special Conditions.
 - vii. Technical Specifications for Painting Work.
 - viii. Bill of Quantities.
3. The site for the work is readily available.
4. Tenders, which shall always be placed in sealed cover, with the name of the project written on the envelopes will be received by **The General Manager & Zonal Head, UCO Bank, Zonal Office, Plot No. C-2, 2nd Floor, Ashok Nagar, Bhubaneswar** on or before time and date and will be opened by him in his office on the same day as stipulated in the Tender Notice.
 - 4.1 Tender in duplicate, will have to be submitted in two parts PART - A and PART - B separately superscribed, sealed and both contained in another sealed envelope, superscribed with the name of the work.
 - 4.1.1 PART - A i.e. Technical Bid shall contain :-
 - (a) The complete documents of Part-A i.e. Technical Bid duly filled in.
 - (b) The covering letter without any condition and without disclosing any of the quoted rate or total tender sum.
 - (c) A Letter of authorisation in favour of the representative attending the Tender.
 - (d) Earnest Money & Cost of Tender Document in required shape.
 - 4.1.2 PART - B i.e. Price Bid Shall contain :-

Offered price with the tender document duly filled with all the items of the bill of quantities enclosed together with the tender document.
 - 4.1.3 Part-A will be opened first on the date and time as stipulated in Tender Notice.

In case E.M.D. and Cost of Tender Document is not found in proper shape then the Tender shall be rejected and the 'Part-B' of the tender will remain unopened thus rendering the Tender as 'NON-BONAFIDE'.

The Tender with conditions, what-so-ever, which, in the opinion of the Bank, may have financial implication, will be out-rightly rejected and in the event of the same the part-II of the Tender will remain un-opened and the same will be returned back to the tenderer without assigning any reason whatsoever.

The content of 'Part-A' will be evaluated first and the contractors whoever are eligible and qualified in the opinion of the Bank will be notified with the date, time and place of opening of 'Part-B' the price bid of this Tender. No reason whatsoever will be furnished to non-qualified contractors.

Tenderers are strictly warned, not to advise anything other than the prices which is to be offered in words as well as in figure for all the items listed in the bill of quantities. The tender will be summarily rejected in case of any advice made other than the offered prices in the requisite columns and also in case of any of the item found without rate. No opportunity will be given to fill/quote for any omission/s thus rendering the tender as incomplete tender and the tender will be summarily rejected under the sole discretion of the Bank.

5. The time allowed for carrying out of the work will be 20 (Twenty) Calendar days to be reckoned from the Seventh day after the date of written order to commence work or handing over the site whichever is later.
6. The contractors should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given.

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 figure and in words, the rates which corresponds to the amount 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 figures or in words, then the rates quoted by the Contractors in words shall be taken as correct.
- c) When the rates quoted by the Contractor in figure and in words tally but the amount is not worked out 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

7. When a contractor signs a tender in an Indian Language, the tendered amount and total amount tendered shall also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.
8. 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 will amount as detailed in subsequent clause, hereinafter, of the General Conditions of the Contract.

The EMD of the contractor whose tender is accepted, shall be forfeited in full in case he does not submit the Initial/Additional Security Deposit within the stipulated period or start the work by the stipulated date mentioned in the award letter.

9. The acceptance of a tender will rest with the Bank who does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received 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 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.

10. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be liable to rejection.
11. All rates shall be quoted on the proper form of the tender alone.
12. An item rate tender containing percentage below / above will be summarily rejected.
13. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer/Architects shall be communicated to the Employer.
14. 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 words "Rs." should be written before the figure of rupees and words "P" after the decimal figures, e.g. Rs.2.15p. and in case of words, the word "Rupees" should precede and the word "Paise" 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 in schedule of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.

15. The Bank does not bind itself 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.
16. The rates quoted shall include Transport, handling charges on materials, labour etc. and shall be excluding GST on finished work. However, GST shall be paid extra as applicable over and above the Tender cost.
17. The contractor shall give a list of his relatives working with the Bank along with their designations and addresses.
18. No employees of the Bank are allowed to work as a contractor for a period of two years of his retirement from Bank service, without the previous permission of the Bank. The contract is liable to be canceled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Bank as aforesaid before submission of the tender or engagement in the contractor's service.
19. The tender for works shall remain open for acceptance for a period of Three months 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.
20. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and had/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 summary rejection.
21. It will be obligatory on the part of the tenderer to tender and sign and 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 Competent Authority in the Bank.

For,

ARCHITECTS CREATION

B-9 (2nd Floor),

Saheed Nagar,

Bhubaneswar-751007.

FORM OF TENDER

To,

The General Manager & Zonal Head,
UCO Bank, Zonal Office,
Plot No. - C-2, 2nd Floor,
Unit - II, Ashok Nagar,
Bhubaneswar

**Ref : Exterior Painting Work of UCO Bank Zonal Office Building at Ashok Nagar,
Bhubaneswar**

Dear Sir,

I/We refer to the tender notice issued by your consultant M/s Architects Creation, B-9 Sahid Nagar, Bhubaneswar-751007 on your behalf for the Exterior Painting work in connection with the above.

2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the conditions of contract, specifications, bill of quantities for the sum of Rs. _____ arrived 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.
 - (a) Abide by and fulfill all the terms and provisions of the said conditions annexed hereto ;
 - (b) Complete the works within 20 (Twenty) calendar days as stipulated by working in two or more shifts or at night if considered necessary and if directed by the Architects / Consultant / Owner / Employer at no extra cost to the Owner/Employer
4. I/We have deposited the earnest money of Rs. _____ (Rupees, _____) only in the form of demand draft/pay order/Bankers Cheque which, I/We note, will not bear any interest and is liable to forfeiture solely at Bank's discretion:
 - i) If the offer is withdrawn within the validity period of acceptance.

Or

- ii) If the contract is not executed within 7 days from award of contract.

Or

- iii) If the works is not commenced within 7 days after issue of work order or the day on which I/We will be instructed to take possession of the site, whichever is later.

Or

- iv) If the Initial/ Additional security is not deposited within 7 days of issue of work order.

5. The acceptance of this tender shall constitute a binding contract on me/us and any failure as mentioned in Cl. 4, above shall constitute a breach of contract by me/us, and the tender accepting authority shall be entitled to have the work executed at our risk and cost and to claim extra cost/expenditure incurred by them, from me/us.

6. I/We understand that you are not bound to accept the lowest or any tender you receive.

7. Our Bankers are :

i) -----

ii) -----

The names of partners/Directors of our firm are

i) -----

ii) -----

(Name of the partner/Directors of the firm Authorised to sign).

Name of person having power of attorney to sign the contract.

(Certified true copy of the power of attorney should be attached).

Signature and addresses of Witnesses.

1.

2.

Your's faithfully,

Place:

Date:

Authorised Signatory of Tenderer.

ARTICLE OF AGREEMENT

ARTICLES OF AGREEMENT made this _____ day of _____ Two Thousand Twenty one BETWEEN between UCO Bank, Zonal Office, Bhubaneswar, represented by "**The General Manager & Zonal Head, UCO Bank, Zonal Office, Plot No. C-2, 2nd Floor, Ashok Nagar, Bhubaneswar**"; (hereafter referred to as the OWNER which expression shall include its successor or assigns of the ONE PART

AND

M/s _____ having its office at _____ (hereinafter called the 'CONTRACTOR' which expression should include in successor/s and assignee/s of the OTHER PART.

WHEREAS the Employer is desirous of executing the Interior Furnishing works in connection with the "**Exterior Painting work of UCO Bank Zonal Office Building at Ashok Nagar, Bhubaneswar**" (hereinafter called the 'WORKS').

AND WHEREAS the Owner/Employer in order to effectively carry out the said works, has engaged Messers Architects Creation, B-9, Sahid Nagar, Bhubaneswar-751007. (hereinafter referred to as the ARCHITECTS/CONSULTANTS to prepare drawings, specifications, describing the works to be executed, to call for the tenders from contractors for the job, to open tenders received at the office of the Owner/Employer, to scrutinize and recommend to the Employer the name or names of the contractor or contractors from whom the tenders were received and to issue work order after having the approval and acceptance thereof from the Employer.

AND WHEREAS the Owner/Employer has caused drawings and specifications, priced schedule of quantities of the said works as per General Conditions of Contract, Special Conditions, Additional Conditions, Instruction to the Tenderer etc. all which have been prepared with the assistance of the said Architects/Consultants subject to which the offer of the contractor has been accepted.

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 drawings and/or described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum of Rs. _____ (Rupees _____) only as therein arrived at or such other sum as shall become payable thereunder (Hereinafter referred to as "the said Contract amount") or such other amount as

shall become payable hereunder at the times and in the manner specified in the said conditions.

AND WHEREAS the tender of the Contractor for execution of the said work has been approved by the Owner/Employer.

AND WHEREAS the contractor has deposited with the owner Rs. _____ (Rupees _____) only as Initial / Additional Security Deposit for the due performance of the Agreement.

AND WHEREAS the said Architect/Consultant has issued the work order thereafter to the Contractor.

AND WHEREAS the said DRAWINGS numbered as mentioned in the tender document 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.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said contract amount to be paid at the 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 etc. and such further detailed drawings as may be furnished to the contractor through the Architect/Consultant as described in the said specifications and the schedule of items and quantities.
2. The Consultant in the said conditions shall mean the said M/s Architects Creation, B-9 (2nd floor), Sahid Nagar, Bhubaneswar-751007 or, in the event of their ceasing to be the Consultant for the purpose of this contract for whatever reason, such other person or persons as shall be nominated for the purpose by the Employer. Provided always that no person subsequently appointed to be the Consultant under this contract shall be entitled to disregard or over rule any previous decision or approval or direction given or expressed in writing by the Consultant for the time being.
3. The said conditions 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.
4. The drawing, agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of **Exterior Painting work of UCO Bank Zonal Office Building at Ashok Nagar, Bhubaneswar** 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

6. The said contract comprises the building and the relevant development work as mentioned in tender document and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by said employer through the Architect/Consultants or other Architects/Consultants as the case may be even though the said work may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
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 fourteenth 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 20 (Twenty) calendar days subject never the less to the provisions of extension of time.
9. All payments by the Employer under this contract will be made at Bhubaneswar.
10. Any dispute arising under this agreement between the parties hereto shall be deemed to have arisen at Bhubaneswar and shall be referred for adjudication to a sole arbitrator in the manner and in terms of the provisions as laid down in the General Conditions of Contract and Courts in Bhubaneswar shall have jurisdiction to determine the same..
11. That the several parts of this contract have been read by the contractor and fully understood by the contractor.
12. In witness whereof the Employer and the contractor have set their respective hands to these presents through their duly authorised official and the said two duplicates hereof to be executed on its behalf of the day and year first herein above written.

Signed by the
Owner/Employer _____

Signed by the
Contractor _____

In the presence :

(1) Signature _____

Name and Address _____

(2) Signature _____

Name and Address _____

In the presence:

(1) Signature _____

Name & Address _____

(2) Signature _____

Name & Address _____

GENERAL CONDITIONS OF CONTRACT

CLAUSE No.	DESCRIPTION	Page No.
1.	Interpretation	
2.	Scope	18
3.	Tenderer shall Visit the Site	19
4.	Agreement	20
5.	Government and Local Rules	20
6.	Taxes and Duties	20
7.	Quantity of Work to be Executed	21
8.	Other Persons Engaged by the Employer	21
9.	Additional Security Deposit	21
10.	Earnest Money and Security Deposit	22
11.	Contractor to Provide Everything Necessary	22
12.	Time of Completion, Extension of Time & Progress Chart	22
13.	Liquidated Damages	23
14.	Clearing Site and Setting out Works	25
15.	Contractor Immediately to Remove All Offensive Matters	25
16.	Access	25
17.	Materials, Workmanship, Samples, Testing of Materials	25
18.	Removal of Improper Work	26
19.	Contractor's Employees	27
20.	Dismissal of Workmen	27
21.	Assignment	28
22.	Damage to Persons and Property Insurance Etc	28
23.	Insurance	29
24.	Accounts Receipts & Vouchers	29
25.	Measurement of work	30
26.	Method of Measurement	30
27.	Contractor Not To Deposit Materials	31
28.	Payments	31
29.	Final Payment	31

CLAUSE No.	DESCRIPTION	Page No.
30.	Variation/Deviation	32
31.	Substitution	33
32.	Preparation of Building Works for Occupation and Use on Completion	33
33.	Clearing Site on Completion	33
34.	Defects after Completion	33
35.	Escalation	34
36.	Idle Labour	40
37.	Suspension	34
38.	Termination of Contract by Employer	34
39.	Arbitration	35

GENERAL CONDITIONS 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 the Employer/Consultant.

1. **Interpretation:**

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

- i) **Employer** : The term Employer shall denote **The General Manager & Zonal Head, UCO Bank, Zonal Office, Plot No. C-2, 2nd Floor, Ashok Nagar, Bhubaneswar** and any of its employees/representative authorised on their behalf.
- ii) **Architects/Consultants**: The term Consultant shall mean "Architects Creation, B-9, (2nd Floor), Saheed Nagar, Bhubaneswar-751007" or in the event of their ceasing to be the Consultant for the purpose of this contract such other person/s as the Employer shall nominate for the purpose.
- iii) **Contractor**: The term contractor shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative(s) of such individual or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- iv) **Site**: The site shall mean the site where the works are to be executed.
- v) **Site Engineer**: The Site Engineer shall be appointed by the Company.
- vi) **Drawings**: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer/Consultant during the execution of the work.
- vii) **"The Works"** shall mean the work or works to be executed or done under this contract.
- viii) **"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.
- ix) **"The Schedule of Quantities"** shall mean the schedule of quantities as specified and forming part of this contract.

- x) **"Priced Schedule of Quantities"** shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

2. **Scope:**

The work consists of works relating to **Exterior Painting work of UCO Bank Zonal Office Building at Ashok Nagar, Bhubaneswar** and all subsidiary works connected therewith within the same site in accordance with the "drawings" and "Schedule of Quantities". It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental of 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/detail specifications furnished by the Employer/Architects. Should any detail essential for efficient completion of the work be omitted from the drawings/specifications it shall be the responsibility of the contractor to inform the Employer/Architects and to furnish and install such detail with Employer's/Architect's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer/Consultant may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "The Employer's/Architect's 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 drawings 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 persons 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 (Defect Liability period).

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's / Architect's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer / Architects shall, if any 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 Employer or his agent/Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in Clause "variation".

The contractor shall set up a field laboratory with necessary equipments for day to day testing of materials like grading of coarse and fine aggregates, silt content and bulkage of sand etc.

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

3. 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/specifications. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer /Consultant might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. Agreement

The successful contractor shall be required to sign agreement as per the draft agreement within the time as stipulated herein before the date of issue of the formal work order and shall pay for all stamps and legal expenses, incidental thereto.

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

6. Taxes and Duties

The tenderers must quote their rates including transport, handling charges on materials, labour etc. but excluding GST. GST shall be paid extra as applicable over and above the Tender cost.

7. Quantity of Work to be Executed

The quantities shown in the schedule of quantities are intended to cover the entire work indicated in the schedule of works but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. If at any time after the commencement of the work, the Employer / Consultant shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the consultant/employer shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on amount of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive 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 and instructions which shall involve any curtailment of the work as originally contemplated.

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

The quantities shown in the schedule of items are approximate and may vary to any extent. No compensation, whatsoever, shall be entertained for increase or decrease of any/all quantities shown against the item of works in the schedule of quantity.

No order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause, but is the result of actual quantities varying from those stated in the schedule of quantities.

Any error in the description or in quantity or omission of any item from the schedule of quantities shall not vitiate the contract but shall be adjusted by adding to or deducting from the contract sum provided that no rectification errors, if any shall be allowed in the contractors schedule of rates.

8. Other Persons Engaged by the Employer

The employer reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other Agency or persons and contractor shall allow all reasonable facilities and use

of his scaffolding for the execution of such work. The general civil contractor shall extend all co-operation in this regard.

9. Additional Security Deposit

In case the lowest bidder quotes abnormally low rate (i.e. 10% or more, below estimated project cost), the Bank may ask such tenderer to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-a-vis lowest quoted amount for due fulfillment of contract. Such ASD could be in the form of FDR/Bank's Guarantee in the Bank's name as per format provided by the Bank. On successful completion of work ASD will returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

10. Earnest Money and Security Deposit

The tenderer will have to deposit an amount of **Rs. 8,000.00** (Rupees Eight thousand) only in the form of Bank Draft/Pay Order/Banker's Cheque drawn in favour of "UCO Bank" payable at Bhubaneswar at the time of submission of tender as an Earnest Money. The employer 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 a further sum to make up 2% of the value of the accepted tender including the Earnest Money subject to a ceiling of Rs. 5.00 Lakhs. The Initial/ Additional Security Deposit will have to be made within 7 days from the date of acceptance of tender, failing which the Employer at his discretion may revoke the letter of acceptance and forfeit the Earnest Money Deposit furnished along with the tender. It shall be refunded to the contractor within fourteen days after the issue of certificate of virtual completion by the Architect/consultant no interest will be payable on initial security deposit.

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 Total Security Deposit, i.e., the initial Security Deposit plus the retention money equals to 10% of the cost of the work.

Further, if some dues to the Employer from the contractor have still to be recovered, then the Employer reserves the right to withhold of payment of so much of retention money as in his opinion, represents the cost of the same.

11. Contractor to Provide Everything Necessary

The contractor shall provide everything necessary for the proper execution of 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 therefrom and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer/Architect/Consultant whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out of the works at his own cost. The Employer 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, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Employer/Consultant.

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/specifications unless the Employer shall otherwise direct.

The contractor shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the employer 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.

12. Time of Completion, Extension of Time & Progress Chart

12.1. Time of Completion: The entire work is to be completed in all respects within

from the date of acceptance letter or date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as complete until the Employer/Consultant have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

12.2 Extension of Time: If in the opinion of the Employer/Architect/Consultant the works be delayed

(a) reason of any exceptionally inclement weather,

or

(b) by reason of instructions from the Employer 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 Employer and not referred to in the specification

or

(d) by reason of authorised extra and additions

or

(e) by reason of any combination of workmen or strikes or lock-out affecting any of the building trades

or

(f) from other causes which the Employer may consider being beyond the control of the contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the Employer 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 lock-outs, as are referred to above, the contractor shall, immediately give the Employer, written notice thereof. Nevertheless, the contractor shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the Employer to proceed with the works and on his doing so that it will be ground of consideration by the Employer for an extension of time as above provided. The decision of the Employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding

on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the Employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 15 with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

13. Liquidated Damages

Should the work be not completed to the satisfaction of the Employer/Architect/Consultant within the stipulated period, the contractor shall be bound to pay to the Employer 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.

For contracts having
time for completion
6 months and less

1.00% of the estimated amount
shown in the tender per week
subject to a ceiling of 10.0%
of the accepted contracted sum

14. 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, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer. 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.

15. Contractor Immediately to Remove All Offensive Matters

All matters of any offensive nature shall not be deposited on the surface but shall be at once carted away by the contractor to a safe place as per rules of the appropriate authorities/instruction of the Employer/Consultant.

16. Access

Any authorised representative of the Employer/Consultant 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

Employer or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer and Consultant no person shall be allowed at any time without the written permission of the Employer.

17. 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 workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer/Consultant during the execution of the work, and to his entire satisfaction.

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

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

During the inclement weather the contractor shall suspend concreting and plastering for such time as the Employer/Consultant 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 reasons due to rain, storm, or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, 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 sub-contractor and any damage caused must be made good by the contractor at his own expenses.

18. Removal of Improper Work

The Employer/Consultant shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer /Consultant 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 Employer 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 Employer/Consultant 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 Employer/Consultant shall relieve the contractor from his liability in respect of unsound work or bad materials

19. 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 Employer/Consultant. 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 at least one graduate engineer having min. 3 years of experience or a senior diploma holder having minimum 5 years of experience. In case contractor fails to employ the technical staff as aforesaid then the contractor shall be liable to pay a sum of Rs.15,000/- each month or part thereof for default. The decision of Architects/Consultants as to the period of default shall be final and binding on the contractor.

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

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

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

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

- a) The Payment of Wages Act
- b) Employer's Liability Act
- c) Workmen's Compensation Act
- d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- e) Apprentices Act 1961
- f) Minimum Wages Act
- g) Any other Act or enactment relating thereto and rules framed thereunder from time to time.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim 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 Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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

20. Dismissal of Workmen

The contractor shall on the request of the Employer/Consultant immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer/Consultant 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 Employer/Consultant or any of their officer or employee.

21. 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 under let the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall

relieve the contractor from the full and entire responsibility of the contract of from active superintendence of the work during their progress.

22. **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 of 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 damage to 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 of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer 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 damage 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 to make good or otherwise satisfy all claims for damages to the property or third parties.

The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the contractor and the Employer 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 affected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The Employer 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.

23. **INSURANCE.**

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earth quake, flood. The insurance must be placed with a company approved by the Employer, in the joint names of the Employer and the contractor for such amount and for any further sum if called to do so by the

employer, the premium of such further sum being allowed to the contractor as an authorised extra.

Moreover, the contractor will be required to obtain "Workmans Compensation Insurance" from an approved insurance company at his own cost.

Insurance is compulsory and the Contractor shall effect insurance before undertaking construction work and deposit the policy and receipt for premiums paid with the Employer within 14 (Fourteen) days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the 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 Employer may deem fit.

24. ACCOUNTS RECEIPTS & VOUCHERS

The contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract.

If the contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the material he was required to use and that he actually used shall be deducted from his dues. The decision of the Employer 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.

25. MEASUREMENT OF WORK

The contractor will record the measurements in the approved printed measurement books available in the Consultant's office on payment, and submit measurements for verification and endorsement of site Engineer / site representative/s of the Consultant, if any. The contractor should submit the bill to the Consultant with such endorsement.

The Consultant shall upon receipt of the bill intimate to the contractor that he requires the work to be measured, and the contractor shall forthwith attend or send a Qualified Agent to assist the Consultant or the Consultant's representative/Employer's Representatives in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such Agent then the measurement taken by the Consultant or a representative approved by him shall be taken to be the correct measurement of the work.

The Contractor or his Agents may at the time of measurement take such notes and measurements as he may require. All authorised extra work, omissions and all variations made without the Consultant's knowledge, if subsequently sanctioned by him in writing, with the approval of the Employer shall be included in such measurements. The final measurement should be done within three weeks from the date of completion of work jointly by the Consultant and/or his representative. If the contractor fails to comply, the measurements taken by the Consultant will be final.

26. METHOD OF MEASUREMENT

Unless otherwise mentioned elsewhere in the tender document, measurements will be on the net quantities of work produced in accordance with upto 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 Consultant/Employer shall be final and binding on the contractor.

27. CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC

The contractor(s) shall not deposit materials on any site which will cause inconvenience to the public. The Employer/Consultant 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.

28. PAYMENTS

All bills shall be prepared by the contractor in the form prescribed by the Architect/Consultant. The bills in proper forms must be dully accompanied by detailed measurements in support of the quantities of work done and must shown deductions for all previous payments, retention money etc.

The Consultant shall issue a certificate after due scrutiny of the contractors' bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honouring certificates named in these documents. In case of delay due to some reasons in the processing of such bills for payment, an adhoc advance of 75% of the billed amount may be paid on the request of the contractor for the smooth progress of the work.

The amount stated as in appendix, in an interim certificate shall be the total value of work properly executed and 75% of invoiced / assecced value of material brought to site for permanent incorporation into the work up to the

date of the bill less the amount to be retained by the Employer as retention money of these conditions and less installments previously paid under these conditions, provided that such certificate shall only include the value of said material and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against death or other casualties.

If the Employer 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 as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in anyway the power of the Employer 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 Consultant and payment shall be made by the Employer within three months from date of receipt of the final bill duly verified & certified by the Consultant.

The Employer/Consultant reserves the right to withhold in part or full payment of bills in case of non-compliance/violation of any terms and conditions stipulated in the agreement. The contractor shall neither suspend the work nor claim for extension of time for non-payment/withholding of payment on this account and no interest is also payable on the payment with-held/due.

29. Final Payment

The final bill shall be accompanied by a certificate of completion from the Consultant. Payments of final bill shall be made after deduction of Retention Money as specified herein before of this documents, which sum shall be refunded after the completion of the defects Liability Period after receiving the Consultants' certificate that the contractor has rectified all defects to the satisfaction of the Consultant. 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.

30. Variation/Deviation

No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the contract. In case of The Bank/Architect/Consultant thinks proper at any time during the progress of work to make any alteration in, or addition to or omission from the works or

any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the contractor shall not do any work extra to or make any alternations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

31. Substitution

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer through Consultant in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Employer has to be obtained in writing prior to execution.

32. Preparation of 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, stair-cases, 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 Employer/Consultant.

33. 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 Employer/Consultant.

34. 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 (Twelve) months after completion of the work. In default the Employer may employ and pay other persons to amend and make good such

made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, 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 the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained together with any expenses the Employer may have incurred in connection therewith.

35. 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, sales tax, octroi, etc.

36. Idle Labour

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

37. Suspension

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

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

38. Termination of Contract by Employer

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or 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 therefor, or if he 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 any become due to the contractor, thereunder, 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 requiring 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 employer not exercise such due diligence and make such due progress as would enable the work to be completed within due to me agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer 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 favour of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the 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 or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the employer 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 employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realised. Any expenses or losses incurred by the employer 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.

39. ARBITRATION.

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of his contract or the rights thereof this contract or the

construction remaining operation or effect hereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination, for closure or breach 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 appointing Authority who shall be appointed for this purpose by the employer be referred for adjudication to a sole arbitrator to be appointed as thereafter provided.

It is also a term of the contract that if Contractor(s) do/does not make any demand for arbitration in respect of any claim(s) within 90 days of receiving intimation from Employer/Consultant that the bill after due verification is passed for payment of a lesser amount, or he has accepted the payment as per clause 45 whichever is earlier or otherwise, the Contractor's right under this agreement to refer to arbitration shall be deemed to have been forfeited and Employer/Consultant shall be relieved and discharged of their liability under this agreement in respect of such claims. Further, it is agreed that for the purpose of this clause, such notice is deemed to have been received by the Contractor(s) within 2 days of posting of the letter by Employer/Consultant or when delivered by hand immediately after receipt thereof by the Contractor(s), whichever is earlier. Further, a letter signed by the officials of Employer/Consultant that the letter so posted to the Contractor(s) shall be conclusive.

For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within 30 days of receipt by him of the written notice, aforesaid to the contractor a panel of 3 names of persons who shall be presently unconnected with the organisation for which the work is executed from the following categories of arbitrators.

The contractor shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within 30 days of receipt by him of the names. The Appointing authority shall thereupon without any delay appoint the said person as the sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Employer fails 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 by him of the names as aforesaid select any one of the person named 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 by him of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons 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 from 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 proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

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

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

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

In all cases, where the amount of claim in dispute is Rs. 50,000/- (Rupees Fifty thousand) and above, the Arbitrator shall give reasons for the award.

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 the amount of costs to be so paid.

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

Subject to aforesaid the provisions of the Arbitration Act.1940 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being enforce, 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.

APPENDIX HEREINBEFORE REFERED TO

CLAUSE

- | | | | |
|-----|---|---|---|
| 45. | Defect liability period | : | 12 months from the date of completion of work. |
| 39. | Period of final measurement completion | : | 3 months from the date of
of work. |
| 13. | Date of commencement | : | 7th day from the date of issue of work order. OR
Handing over the site whichever is later. |
| 13. | Time of completion | : | 20 (Twenty) calender days from the date of commencement of work. |
| 38. | Value of works for interim certificate. | : | Rs. 4,00,000.00 |
| 38. | Period for honouring Interim certificate. | : | 14 Days. |
| 14. | Liquidated damages | : | 1.00% of the estimated amount at the Rate of shown in the Tender per week subject to a ceiling of 10.0% of the accepted contracted sum. |
| 38. | Installment after the issue | : | 50 % of the total S.D. retained on issue of completion certificate by the Architect/ Consultant |

SPECIAL CONDITIONS
CONTENTS

DESCRIPTION	CLAUSE No.	Page No.
Inspection by Technical Examiner	1	40
Safety code	2	40
Model Rules for the Protection of Health and Sanitary Arrangements for Workers	3	40
Submission of R.A. Bill	4	40
Adjustment of Error	5	40
Water	6	41
Power	7	41
First-Aid Facilities	8	41
Reports and Returns	9	41
Rates all inclusive	10	42
Sales Tax on works contract	11	42
Income Tax	12	42
Item rate tender	13	42
Completion Inventory	14	42
Guarantee	15	42

SPECIAL CONDITIONS

1. INSPECTION BY TECHNICAL EXAMINER.

The proposed work covered under this tender is subject to inspection by Technical Examiner or by an officer of the Vigilance cell of the Bank on behalf of the Owner/Employer/Architects/Consultants. The contractor shall be required to extend all assistance and facilities for such inspections.

2. SAFETY CODE

The Contractor shall strictly comply with the provision of safety code Refer Annexure-I.

3. MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

The contractor shall strictly comply with the provision listed in the Annexure-II below.

4. SUBMISSION OF R.A. BILLS.

The Contractor will have to submit their running account bills in printed forms shown in annexure-IV.

5. DISCREPANCIES AND ADJUSTMENT OF ERRORS.

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scaled dimensions.

In the case of discrepancy between schedule of quantities, the specifications and/or the drawings, the following order of reference shall be observed;

- a). Description in the schedule of items and Quantities.
- b). Technical specifications.
- c). Drawings

If there are varying or conflicting, provisions made in any one document forming part of the contract, the accepting shall be the deciding authority with regard to the intention of the document.

Any error in description, quantity or rate in schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

6. WATER

The rates quoted by the contractor shall include all expenditure for providing all the water for the full contract 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 use in the works and the work people. He shall obtain municipal connection and all charges for connection shall be borne by him. If municipal water is not available or inadequate, he shall make other arrangements like sinking tube wells, making bore wells, or transport from outside by tankers or any other suitable means entirely at his cost, and no separate payment for the same will be made.

7. POWER

The Contractor shall at his own cost arrange for necessary power for construction and lighting for the entire period of contract. If power is available in the area, the contractor shall make his own arrangement to obtain necessary connections, maintain an efficient service of electric lights and power and shall pay for all requisite charges for the same.

The Owner/Employer, as well as the Architects/Consultant 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 employer, 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 contractor at rates and terms that may be mutually agreed upon by both, failing which, at rates, terms and conditions that may be decided by the Architect/Consultant/Owner/Employer will be final and binding upon him.

8. FIRST - AID - FACILITIES.

The Contractor shall at his own expense arrange to ensure availability of medical attendance promptly when necessary. He shall provide properly equipped first aid station In-Charge of qualified person at suitable location within easy reach of the workmen and staff. The contractor shall also provide for transport of serious cases to the nearest hospital.

9. REPORTS AND RETURNS.

Contractor shall maintain at site daily records of progress with regard to the works carried out, labour engaged and construction equipment deployed. These will be used as the basis for preparation of fortnight returns which are to be submitted to Architect/Consultant/Owner/Employer regularly in the Progress Report forms. These daily records shall be made accessible to the Architect/Consultant/Owner/Employer as and when required by him. Enlarged photographs are also to be submitted as and when advised by the Architect/Consultant/Owner/Employer.

10. RATES ALL INCLUSIVE.

The rates shall be inclusive of cost of all materials, labour, transport, constructional plant and other services like water, power and all that is necessary to conform to the general conditions, special conditions and all other terms and conditions embodied in the contract and all incidentals so far as the necessity for providing the same is specified in or is reasonable inferred from the contract, as also all overheads and profits. The Bank will not entertain any claim whatsoever in this respect.

11. GST.

The rates quoted shall be exclusive of GST on works contract as applicable at the time of tender. However, GST shall be paid extra as applicable on value of work.

12. INCOME TAX.

This shall be deducted at source as per rules at prevailing rates, unless certified if any, for deductions at lesser rate or nil deduction is furnished from appropriate authority.

13. ITEM RATE TENDER.

The tenderer should note that the tender is strictly on the item-rate basis and his attention is specially drawn to the fact that the rate for each individual item should be correct, workable irrespective of the quantity actually done notwithstanding the quantity stated in the schedule of quantities.

14. COMPLETION INVENTORY.

The contractor, while reporting completion should also furnish inventory of all fittings / fixture fixed by him in the work.

15. GUARANTEE.

Wherever the tender provides for submission of a specific guarantee to keep any specialised work efficient and trouble free for a specific period, the same shall be submitted from the specialised agency along with a counter guarantee by the main Contractor engaged for the work. The specialised agency and the main contractor shall furnish the guarantee as mentioned above on non-judicial stamp papers of appropriate values. 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 of 6 months as stipulated in the contract.

SAFTY CODE

1. This shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilised dressing and cotton wool.
2. An injured person shall be taken to a public Hospital without loss of time in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for work men for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. when a ladder is used, an extra majdoor shall be engaged for holding the ladder.
5. The excavated materials shall not be placed within 1.5 Metres of the edge of the trench or half of the depth of trench whichever is more. All trench and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in the working platform be provided with suitable means to prevent the fall of persons or heights shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling materials such as asphalt with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
10. (i). No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
(ii). Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overall shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation.
12. Hoisting machines and tackles used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering materials or as a means of suspension shall be durable quality and adequate strength and free from defects.

TECHNICAL SPECIFICATION FOR PAINTING WORK

Materials:

Paints, oil varnishes etc. of approved brand and manufacture shall be used ready mixed paint as received from the manufacturer without any admixture shall be used.

If for any reason thinning is necessary in case of ready mixed paint, the brand of thinner recommended by the manufacturer or as instructed by Architect/Consultant/Owner/Employer shall be used.

Approved paints, oil or varnishes shall be brought to the site of work by the Contractor in their original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work. The materials shall be kept in the joint custody of the contract and Architect/Consultant/Owner/Employer. The empties shall not be removed from the site work, till the relevant item of work has been completed and permission obtained from Architect/Consultant/Owner/ Employer.

Commencing Work:

Painting shall not be started until Architect/Consultant/Owner/Employer has inspected the items of work to be painted, satisfied himself about their proper quality and given his approval to commence the painting work. Painting of external surface should not be done in adverse weather condition like hail storm and dust storm.

Painting, except the priming coat, shall generally be taken in hand after practically finishing all other builder's work.

The rooms should be thoroughly swept out and the entire building cleaned up, at least one day in advance of the paint work being started.

Preparation of Surface:

The surface shall be thoroughly cleaned and dusted. All rust, dirt, scales, smoke and grease shall be thoroughly removed before painting is started. The prepared surface shall have received the approval of the Architect/Consultant/Owner/Employer after inspection, before painting is commenced.

Application:

Before pouring into smaller containers for use, the paint shall be stirred thoroughly in its containers, when applying also the paint shall be continuously stirred in the smaller containers so that its consistency is kept uniform.

The painting shall be laid on evenly and smoothly by means of crossing and laying off, the later in the direction of the grain of wood. The crossing and laying off

consists of covering the area over with paint, brushing the surface hard for the first time over and then brushing alternately in opposite direction, two or three times and then finally brushing lightly in a direction at right angles to the same. In this process, no brush marks shall be left after the laying off is finished. The full process of crossing and laying off with constitute one coat.

The left over paint shall be put back into the stock tins. When not in use, the containers shall be kept properly closed.

No hair marks from the brush or clogging of paint putties in the corners of panels, angles of mouldings etc. shall be left on the work.

In painting doors and windows, the putty round the glass panes must also be painted, but care must be taken to see that no paint stains etc., are left on the glass. Tops of shutters and surfaces in similar hidden locations shall not be left out in painting.

In painting steel work, special care shall be taken while painting over bolts, nuts, rivets, overlaps etc.

The additional specifications for primer and other coats of paints shall be as according to the detailed specifications under the respective headings.

Brush and Containers:

After work, the brushes shall be completely cleaned of paint and linsed oil by rinsing with turpentine. A brush in which paint has dried up is ruined and shall on no account be used for painting work. The containers when not in use, shall be kept closed and free from air so that paint does not thicken and also shall be kept safe from dust. When the paint has been used, the containers shall be washed with turpentine and wiped dry with soft clean cloth, so that they are clean and can be used again.

Measurements:

The length and breadth shall be measured correct to a cm. The area shall be calculated in Sq. metres (correct to two places of decimal), except otherwise stated, small articles not exceeding 10 sq. decimetres (0.1 Sqm.) of painted surfaces where not in conjunction with similar painted work shall be enumerated.

Painting up to 15 Cm. in width or in girth and not in conjunction with similar painted work shall be given in running metres.

Priming coat on wood, Iron or Plastered Surface:

Primer:

The primer for wood work, iron work or plastered surface shall be as specified in the

The primer shall be ready mixed primer of approved brand and manufacture.

Preparation of Surface:

Wooden Surface:

The wood work to be painted shall be dry and free from moisture. The surface shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sand paper and shall be well dusted. 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 material with same shade as paint shall be used where specified.

The surface treated for knotting shall be dry before painting is applied. After the priming coat is applied the holes and indentation or the surface shall be stopped with glazier's putty or wood putty respectively. 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.

Iron & Steel Surface:

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

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.

Plastered Surface:

The surface shall ordinarily not be painted until it has dried completely. Trial patches of primer shall be laid at intervals and where drying is satisfactorily, painting shall then be taken in hand. Before primer is applied, holes and undulations, shall be filled up with plaster of paris and rubbed smooth.

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 painting.

All other the specifications described under painting shall hold good so far as they are applicable.

Painting with ready mixed paint:

Ready mixed paints of approved brand and manufacture and of the required shades shall be used. They shall conform in all respects to the relevant IS specifications.

Painting of New Surface:

- a) Wood work - The surface shall be cleaned and all unevenness removed as specified in priming coat on wood, iron & plastered 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's putty or wood putty and rubbed smooth before painting is done. The surface should thoroughly dry before painting.
- b) Iron and Steel Work - The priming coat shall have dried up completely before painting is started. Rust and scaling shall be carefully removed by scraping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away.
- c) Plastered Surface - The priming coat shall have dried up completely before painting is started. All dust and dirt that has settled on the priming coat shall be thoroughly wiped away before painting is started.

The specifications described in painting 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 finish, free from streaks, blisters, etc.

Painting on Old Surface:

Preparation of Surface:

- a) 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 rinsing with water and drying. All dust and loose paint shall be completely removed. The surface shall then be washed with soap and water.
- b) Plaster surface - It shall be as specified for (a) wood work.

If before painting any portion of the wall shows signs of dampness, the causes shall be investigated and the damp surface shall be properly treated. Such treatment shall be paid for separate. A thin coat of white lead if so required shall be applied on the wet or patchy portion of the surface before painting is undertaken and this shall be paid extra.

- c) Aluminium Paint - Aluminium paint of approved brand and manufacture shall be used. The paint comes in compact dual containers with the paste and the medium separately. The two shall be mixed together to proper consistency before use. Each coat shall be allowed to dry for 24 hours and lightly rubbed down with fine grade sand paper and dusted before the next coat is applied. The finished surface shall present an even and uniform appearance. As aluminium paint is likely to settle in the container, care shall

be taken to frequently stir the paint during use. Also the paint shall be applied and laid off quickly, as surface is otherwise not easily finished.

Painting with Wood Preservated:

Oil type wood preservative of specified quality and approved make conforming to IS: 218-1961 shall be used. Generally, it shall be creosote oil type-1 or anthracene oil.

Painting on New Surface:

Preparation of surface:

Painting shall be done only when the surface is perfectly dry to permit of good absorption. All dirt, dust or other foreign matter shall be removed from the surface to be painted. All roughness shall be sand papered and cleaned.

Application:

The preservative shall be liberally with a stout brush and not daubed with rags or cotton waste. It shall be applied with a pencil brush at the joints of the wood work. The first coat shall be allowed at least 24 hours to soak in before the second (th final) coat is applied. The second coat shall be applied in the same manner as the first coat. The excess of preservative which does not soak into the wood shall be wiped off with a clean dry piece of cloth.

The specifications described in painting shall hold good in so far as they are applicable.

**BILL OF QUANTITIES FOR EXTERIOR PAINTING WORK OF UCO BANK
ZONAL OFFICE BUILDING AT, BHUBANESWAR**

Sl. No.	Particulars	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1	Dust Registant & Acrylic Emulsion Paint Providing two coats of dust resistant and antifungal exterior acrylic emulsion paint (APEX ULTIMA of Asian Paint) on walls mixed with maximum (1:4) ratio with water and to be applied over one coat of primer (Asian base coat) diluted maximum (1:1) in ratio with water. The masonry walls are to be prepared free from dust & dirt, fungal etc. using wire brush and cleaning the surface with water jet complete with the cost of all materials, rigid-firm bamboo / steel scaffolding, ladders ropes brush and any other materials, tools etc. to complete the work in all respect to the Architect's approval.	Sqm	4,000.00		
	(Rate in words)				
2	Cement & Sand Mortar (1:4) Providing cement sand mortar in (1:4) proportion to voids, porturated surfaces after scaling the loose plaster or concrete work by light hammering with wooden malet etc. complete with the cost of all materials and curing.	Sqm	15.00		
	(Rate in words)				
3	Asian Wall Putty Providing cement based exterior Asian Wall Putty to cracks and dents with metal patti complete with all materials and labour.	Kg	360.00		
	(Rate in words)				
	Total				