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HO/GAD/2493/2019-20

Date: 26-09-2019

M/S Ad. Associates India 203, Sarat Bose Road Kolkata-700029	M/S ADEPT Flat no. 4, Indira Nivas 26-C, Jheel Road, Dhakuria Kolkata-700031	M/S In-Space Interiors Pvt. Ltd 99/5/11, Ballygaunge Place, Kolkata-700019
M/S Sinha & Co. 17/40A, Dakshindari Road, Sribhumi, Laketown Kolkata-700048	M/S Prescience Techno Industries Patuli, Old Calcutta Road, Kolkata-700119	M/S Standard Industries Corporation South Gorla, South 24 Parganas, Pin-743613
M/S Bhattacharya Enterprise E/74, Baishnabghata, Patuli Kolkata-700094	M/S Jashoda Nandan Dutt 76/1, Bidhan Sarani Kolkata-700006	M/S P.Con 2/28 Nayapally Road Belgharia Kolkata-700056
M/S Ray Infracon (Indi) Pvt. Ltd 32, D.H.Road, 3 rd Floor Kolkata-700060	M/S Amal Dey Construction 4/9, Bijoy Garh, Jadavpur, Kolkata-700032	

Sub: Notice Inviting Quotation for "Exterior Civil Works at UCO Bank, Head Office-I", 10, B.T.M.Sarani, Kolkata - 700001

Dear Sirs,

Sealed quotations are invited for the above-mentioned work.

1) Name of Work: Painting and Cleaning of the facade of HO-I Building and allied repair works, at 10 B.T.M. Sarani, Kolkata-700001.

2) Earnest Money Deposit (EMD): Rs.15,000/- (Rupees Fifteen Thousand only) payable by Demand Draft drawn in favour of "UCO Bank" payable at Kolkata.

a) EMD of unsuccessful bidders will be released (without any interest) against their request letter after issuing work order to the identified L1 bidder.

b) EMD of L-1 bidder will be released (without any interest) after submission of Performance Bank Guarantee.

c) However, if Successful bidder withdraws their bid before submission of Performance Bank Guarantee, UCO Bank will have the right to forfeit the Earnest Money Deposit without making reference.

UCO Bank, General Administration Department, Head Office, 2nd Floor, Kolkata - 700 001 Phone: 033 44558099/7383 E-mail: hogad.calcutta@ucobank.co.in



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3) Last Date, Time & Place of submission of Offer: 04.10.2019 till 2:00 P.M in Head Office, General Administration Department at 2nd Floor, 10 BTM Sarani, Kolkata-700001.

4) Opening Date, Time & Place: Part-I of the quotations will be opened on 04.10.2019 at 3:00 P.M in Head Office, General Administration Department at 2nd Floor, 10 BTM Sarani, Kolkata-700001. Price bids will be opened on 04.10.2019 at 4:00 P.M in Head Office, General Administration Department at 2nd Floor, 10 BTM Sarani, Kolkata-700001.

5) Cost of Tender Documents: A non-refundable amount of **Rs.250/- (Rupees Two Hundred and Fifty only)** payable by Bank Draft in favour of "UCO Bank" payable at Kolkata.

6) Validity of quotation: 90 (Ninety) days from the date of opening.

7) Submission of quotations: Quotation must be submitted in two part. (A) Part-I (Technical Bid) & (B) Part-II (Price bid) as detailed herein under otherwise tender will be rejected.

A) List of documents to be submitted in PART - I

- Copies of Valid PAN card, Trade License, GST registration certificate and Contractor License.
- Duly signed tender document
- EMD & Tender Cost
- Duly filled up Integrity Pact on Rs.100/- Non Judicial Stamp Paper

B) List of documents to be submitted in PART - II

- Duly filled up BOQ with signature and stamp of the Contractor

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Scope of work:

The work consists of Exterior Civil Works for **UCO Bank, Head Office-I, 10, B.T.M. Sarani, Kolkata-700001**. It includes cleaning, painting and polishing the exterior facade of Head Office-I and miscellaneous repair works in the building that needs to be undertaken on urgent basis to enhance the structural strength and aesthetic appearance. If any detail essential for efficient completion of the work be omitted from the specification it shall be the responsibility of the contractor to inform the Bank /consultants, so that upon completion of the proposed work the same will be acceptable and ready for use.

Bank has its own discretion to issue further written instructions, details, directions and explanations which are hereafter collectively referred to as the Bank instructions in regard to:

A: The variation on modification of the quality or quantity of work or the addition or omission or substitution of any work:

B: Any discrepancy between the schedule of quantities and or specification.

C: The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.

D: The demolition removal and /or rejection 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 (retention period)



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The contractor shall forthwith comply with and duly execute any work comprised in such Bank instructions provided always that verbal instruction direction and explanations given to the contractor or his representative upon the work by the Bank shall if involving a variation be confirmed in writing to the contractor within seven days. No work for which rates are not specifically mentioned in the priced Schedule of quantities shall be taken up without written permission of the Bank.

Clarification, if any, to be obtained from:

Archi Space Consultant

45B, Baghajatin Place,
Ammelia Apartment Restaurant (Gr Floor)
Kolkata – 700086
(033-24250125/9830006396)

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Terms & Conditions of work:

1. Time of Completion: 3 (Three) WEEKS from the date of orders or from the date of handing over of the site, whichever is later.

2. Transfer of Contract: The contractor must not assign and/or transfer the contract. He/she/they must not sub-let any portion of the contract except with the written consent of the UCO Bank failing which the UCO Bank may rescind the contract and the performance security by way of Irrevocable Bank Guarantee shall be invoked and forfeited at the absolute discretion of UCO Bank.

3. Irrevocable Performance Cum Security Bank Guarantee against each location: Successful Bidder will have to submit an Irrevocable Performance Cum Security Deposit by way of **Bank Guarantee @ 5% of the total contract value** prior to or at the time of execution of the Agreement which will be valid till completion of the work in all respects for due performance of the contract, with a claim period of further three months. The Bank Guarantee to be issued by any Nationalized Bank or any scheduled commercial Bank banking in India other than UCO Bank or its subsidiary, as per Bank's format (will be issued to successful bidder later on).

4. Execution of Agreement: Successful Tenderer/Bidder shall have to execute an Agreement with the Bank in non-judicial stamp paper of requisite value as per enclosed Bank's Format

5. Indemnity: The successful tenderer who has been awarded the work shall furnish Bond of Indemnity in favour of UCO Bank, as per enclosed Bank's Format on or before date of execution of Agreement.

6. Liquidity Damage Clause: In case of failure to complete the work within the stipulated period of time on account of the faults on the contractor's end, **liquidity damage @ 0.5% of the accepted contract sum for delay of each week or part thereof** shall be recovered from the Contractor.

7. Termination of Contract:

7.1. The UCO Bank may terminate the Contract, if the other party causes a fundamental breach of the Contract.



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7.2. Fundamental breaches of Contract include, but shall not be limited to, the following:

- (i) the tenderer/bidder stops work for three days, when no stoppage of services is instructed and the stoppage has not been authorized by the UCO Bank or his nominee.
- (ii) the tenderer/bidder becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (iii) if the tenderer/bidder, in the judgment of the UCO Bank, has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the UCO Bank, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the UCO Bank of the benefits of free and open competition."

7.3. When the UCO Bank gives notice of a breach of contract to the Successful Tenderer/Bidder for a cause other than those listed above, the UCO Bank shall decide whether the breach is fundamental or not.

7.4. If the tenderer/bidder or any of its employee is convicted for any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Bank, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Bank at any time may terminate the engagement of the Successful Tenderer/Bidder immediately and without giving prior written notice to the Successful Tenderer/Bidder.

7.5. In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Successful Tenderer/Bidder, the UCO Bank will be at liberty to revoke the contract without giving any notice or payment in lieu of



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notice.

7.6. Payment upon Termination: If the Contract is terminated because of a fundamental breach of Contract by the Successful Tenderer/Bidder, the UCO Bank shall issue a certificate for the value of the services done, less Liquidated damages / penalty up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable laws and less the percentage to apply to the services not completed as indicated in the Contract Document. If the total amount due to the UCO Bank exceeds any payment due to the Successful Tenderer/Bidder, the difference shall be a debt payable to the UCO Bank by the Successful Tenderer/Bidder which will be paid by the Successful Tenderer/Bidder within thirty days from the date of demand otherwise the Bank Guarantee will be invoked and the proceeds will be appropriated and forfeited.

8. Resolution of Disputes: The parties shall use their best efforts to amicably settle all dispute(s) / difference(s) arising out of or in connection with the contract in the following manner:-

- a. The party raising the dispute(s)/ difference(s) shall address to the other party a notice requesting an amicable settlement of the dispute(s)/difference(s) within seven (7) days of receipt of the notice.
- b. In case the dispute(s)/difference(s) is not resolved by amicable settlement, the matter will be referred for informal negotiation between Bank and the Vendor. The matter shall then be resolved by them and the agreed course of action shall be documented within a further period of 30 days.
- c. The parties agree that if the dispute(s)/difference(s) between the parties is not settled by negotiation in the manner described hereinabove. The same shall be resolved through arbitration by a panel of three arbitrators. Each party shall appoint one arbitrator of its own choice and two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. The place of arbitration shall be at Kolkata.

Notwithstanding the existence of any dispute(s)/difference(s) between the parties or the subsistence of any arbitration or other proceedings, the Vendor shall not be entitled to suspend the service(s) or withhold the job and shall continue to render service(s) or



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take all necessary steps to complete the job in accordance with the tender & Agreement.

9. Governing Laws & regulation: All legal proceedings shall be under the jurisdiction of courts situated in Kolkata, West Bengal and according to the Law of the country i.e. India.

10. Terms of Payment: Payment will be made by General Administration Deptt, UCO Bank, Head Office against the bill to be raised by the Successful Tenderer/Bidder after satisfactory completion of work. Successful Tenderer/Bidder has to submit the following documents with the bill for making payment. Other statutory deductions like income tax etc will be deducted from the bill as per rule. Additionally, **10% of the bill value** will be deducted as **Security Deposit**, which will be released after completion of the **Defect Liability Period of 12(Twelve) Months from the date of completion of work.**

- Copy of work order duly signed by Bank official.
- Duly checked measurement sheet by Architect & Bank's Engineer.
- Bank Account details of the successful bidder. Bank is not responsible for non-payment of the bill due to wrong Bank Account details provided by the contractor.

Terms & Condition on GST are as follows:

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure



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accurate transaction details, as required by GST laws, are timely uploaded in GSTN¹. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provider and details available with UCO Bank, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.

- UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable.
- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.

The purchase order/ work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

Thanking you,

Yours faithfully,

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Chief Manager(GA)

ANNEXURE-I

SPECIMEN FORMAT OF BANK GUARANTEE

To:

The
.....
.....

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to engage M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement no.....dated..... made between UCO BANK and the Vendor for a period of in pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of

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the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [indicate the name of bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

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7. We, [indicate the name of Bank ISSUING THE GUARANTEE]
lastly undertake not to revoke this guarantee during its currency except with the previous
consent of UCO BANK in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs.....
(Rupees.....) only.

ii) This Bank Guarantee shall be valid upto and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee
only and only if you serve upon us a written claim or demand on or before

.....(date of expiry of Guarantee including claim period).

8. Dated the day of for..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

Bank Authorised Official

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ANNEXURE-II

SPECIMEN FORMAT OF AGREEMENT

Article of agreement made this _____ day of _____ 201

between the "UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the "ONE PART and M/s _____ having its registered office at _____ (herein after called "The Vendor") of the other part, which expression should include its successor/s and assignee/s.

Whereas the Bank is desirous of executing Contract for _____ at UCO Bank _____ (hereinafter called "Bank")

And whereas the said work as mentioned in the work order have been accepted and signed by and on behalf of the Vendor.

And whereas the vendor has agreed to execute upon and subject to condition set forth herein and work order, General conditions of contract, special condition of contract, including all other conditions as mentioned, in the work order, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letter inclusive, (all of which are collectively hereinafter referred to as "the said conditions") the work described in the said specification and included in the tender at the rates therein set for in UCO Bank Work Order No. _____ dated _____ 201 and amounting to the sum of Rs. _____ (Rupees _____ only) inclusive of all Taxes .

NOW IT IS HEREBY AGREED AS FOLLOWS:

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The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- (a) Work order letter no-..... dated
- (b) R.F.P.(Request For Proposal) dated
- (c) Corrigendum (if any) dated
- (d) Annexure attached to this agreement

GENERAL TERMS & CONDITIONS

1. Scope of work:

.....

2.Duration of Contract.....

3.Price and Taxes:

.....

(a) Additional Terms & Condition on GST are as follows:

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN². In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch

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may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.

- UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable.

- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by the vendor for a particular year before September of the succeeding financial year.

The purchase order/ work order shall be void, if at any point of time the vendor is found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

2. Placement of Order/Letter Of Indent(LOI):

.....
.....

3. Terms of Payment :

4. Performance Bank Guarantee: _Vendor shall be liable to furnish a Performance Bank Guarantee as RFP

5. INDEMNITY BOND: Vendor has to submit Indemnity Bond as per Bank's format on Non-judicial Stamp Paper of appropriate value .

6. LIQUIDATED DAMAGE: In case of failure to complete the work within the stipulated period of time by fault of the successful vendors, liquidated damage will be deducted as per the stipulation in RFP.

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7. FORCE MAJEURE: Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or BANK as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above.

The whole or any part of the party's obligation under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three(3) months the parties shall hold consultation to resolve the problem satisfactorily

8. Compliance of laws: The Vendor undertakes to comply with all Laws/Rules/Regulations/Bye – Laws/Notifications etc. for the time being in force.

Change in law clause

Any reduction in the contract price resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to a downward adjustment to the contract price to reflect the financial impact of such "Change in law" and the financial benefit thereof shall be given to the Bank.

9. CANCELLATION/TERMINATION: Bank reserves its right to cancel the work/purchase order and/ or terminate this Agreement by giving 15 days' prior notice in writing to the Vendor without prejudice to its rights and contentions available under this Agreement or under the Law (s) for the time being in force in the following circumstances: -

- a) Unnecessary or unwarranted delay in execution of the work allotted.
- b) Delay in providing the requisite manpower at the Bank's site.

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- c) The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) Breach of trust is noticed during any stage of the consultancy assignment.
- e) The selected bidder commits a breach of any of the terms and conditions of the bid.
- f) The selected bidder goes in to liquidation voluntarily or otherwise.
- g) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- h) If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.
- i) If there is any conflict of interest.
- j) An attachment is levied or continues to be levied for a period of seven days upon effects of the contract.
- k) If vendor fails to complete the assignment as per the time lines prescribed in the Purchase order/ Agreement and/or within the extension, if any allowed.

In addition to the cancellation of work order/termination of the master contract, the Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) provided by the selected bidder and/or forfeit the Performance Bank guarantee furnished by the vendor. The Bank also reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.

Notwithstanding anything contained hereinbefore, Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 15 days to the vendor without assigning any reason and without cost or compensation therefor.

10. CONSEQUENCES OF TERMINATION: In the event of termination of the Agreement due to any reason, whatsoever, [whether consequent to the expiry of stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.



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In the event of termination of the Agreement due to the expiry of the term of the Contract and the Agreement is not further extended by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

11. Time of Completion : : 3 (Three) WEEKS from the date of orders or from the date of handing over of the site, whichever is later..

12. RESPONSIBILITY FOR COMPLETENESS: Any supplies and services which might not have been specifically mentioned in this R.F.P/tender / contract but are necessary for the design, manufacture, supply, testing, handing over, operationalizing, performance or completeness of the contract, shall be provided / rendered as per the time schedule for the efficient and smooth operation and maintenance of the system under Indian conditions. The approval by the Bank at any stage for any supplies by the vendor shall not relieve the vendor of his obligation.

13. Dispute resolution mechanism

The Vendor and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b. The matter will be referred for negotiation between authorised representative of UCO BANK and the Authorized Official of the Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.



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In case any dispute between the Parties, is not settled by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 15 days of the failure of negotiations. Each Party to the dispute shall appoint one arbitrator of their own choice and the two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. Arbitration shall be held in Kolkata and conducted in English as per provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the SLA notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

14. Others Terms-

A. Nothing contained in this Agreement shall be construed as establishing or creating between the Parties, a relationship of master and servant or Bank and agent.

B. The Vender shall be jointly and severally liable to and responsible for all obligations for performance of works including that of its Associates under the Agreement.

C. The Vender shall at all times indemnify and keep indemnified Bank any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or agents or by any other 3rd Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

D. Governing Laws & Jurisdiction of the court

This Agreement shall be governed by the Law(s) of India for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s) arising out of



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or in connection with the contract shall be subject to the exclusive jurisdiction of the courts of

E. All other Terms & Conditions will remain same as stipulated in our R.F.P/Tender and subsequent Corrigendum dated work order no.....dated..... along with your offer, the article of agreement etc would form part of the contract document.

F. Non-Disclosure : The Vendor must undertake that they shall hold in trust any information received by them, under the Contract/Agreement, and shall maintain confidentiality of such information.

G. Non Assignment: Vendor shall agree that neither the subject matter of the agreement nor any right here in shall be transferred, sub-contracted, assigned or delegated to any third party by the successful bidder without prior written consent of the Bank.

In witness where of the Bank and the vendor have set their respective hands on the day and year first herein above written.

Signed on behalf of the UCO Bank

Signature on behalf

of the vendor

By its duly authorized Officer

in presence of:

In presence of:

1) Signature.....

1) Signature.....

Name with address:

Name with address:

2) Signature.....

2) Signature.....

Name with address

Name with address:

UCO Bank, General Administration Department, Head Office, 2nd Floor, Kolkata – 700 001 Phone: 033 44558099/7383 E-mail: hogad.calcutta@ucobank.co.in



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Annexure-III

SPECIMEN FORMAT OF INTEGRITY

(To be executed on non-judicial stamp paper of requisite value)

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) of the "**ONE PART**

And

..... Hereinafter referred to as "The Bidder/Contractor".

Preamble

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

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

Section 1 – Commitments of the Bank.

1.The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Bank will during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidders (s) the same information and will not provide to any Bidders (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

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c. The Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

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

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

a. The Bidder(s) contractor(s) will not directly or through any other persons of firm, offer promise or give to any of the Bank's employees involved in the tender process of the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process .

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) / contractors will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor (s) of foreign origin shall disclose the name and address of the Agent/representatives in India, if any. Similarly the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign Banks, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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2. The Bidder (s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 : Compensation for Damages

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

Section 5 : Previous Transgression

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

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

1. The Bidder (s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before signing the contract.



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2. The Bank will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 : Criminal charges against violated Bidder(s)/Contractor(s)/Sub contractor(s).

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

Section 8 : Independent External Monitor/Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, UCO Bank.
3. The Bidder(s)/Contractor (S) accepts that the Monitor has the right to access without restriction to all project documentation of the Bank including that provided by the Contractor.

The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor



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- has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should be occasion arise, submit proposals for correction of problematic situations.
 7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the UCO Bank.
 8. If the Monitor has reported to the Chairman & Managing Director, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, UCO Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
 9. The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration.

This pact begins when both parties have legally signed it, and expires for the contractor is 10 months after the last payment under the contract.

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

Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Bank i.e. Kolkata.
- Changes and supplements as well as termination notices need to be made in writing.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.



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- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Bank)

(Office Seal)

Place_____

Date_____

Witness : (Name & Address)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place_____

Date_____

Witness : (Name & Address)

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Annexure-IV

SPECIMEN FORMAT FOR LETTER OF UNDERTAKING & INDEMNITY

(To be executed on non-judicial stamp paper of requisite value)

To
UCO Bank

.....
.....

In consideration of UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700 001 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained in our letter dated agreeing to appoint us as vendor/ Contractor for, we,, a Company incorporated under the Companies Act, 1956 having its registered office at - (full address) do hereby irrevocably and unconditionally agree and undertake that:

- 1) We shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents,

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destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines and also from the environmental damages, if any, which may occur during the contract period.

- 2) We shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.
- 3) Our obligations herein are independent, irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
- 4) In case we fail to pay the losses, damages and expenses as claimed and demanded by the Bank, Bank shall be entitled to recover the amount by invoking Performance Bank Guarantee furnished by us without any prior notice to us.
- 5) This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

Dated, this.....day of20

.....

(Signature of the Authorized Signatory of vendor along with the seal of the Company)

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**EXTERIOR CIVIL WORKS B.O.Q.- UCO BANK (HEAD OFFICE) AT KOLKATA
[PART-I]**

SR.NO	DESCRIPTION	QTY.	UNIT	RATE (Rs.)	AMT. (Rs.)
A.	EXTERIOR GRADE ACRYLIC PRIMER (TWO COAT) MAKE- ASIAN PAINTS / BERGER / NEROLAC				
i.	EXTERNAL BUILDING FACADE	30,000	S.FT		
ii.	BOUNDARY WALL (ALL SIDE)	4,000	S.FT		
	Providing & Applying Exterior grade Acrylic primer (two coat) of approved quality and brand on plastered or concrete surface old or new surface to receive decorative textured(matt finish) or smooth finish acrylic exterior emulsion paint including scraping and preparing the surface thoroughly, complete as per manufacturer's specification and as per direction of the Bank/ Architects. The rate includes cost of material, labour, scaffolding and all incidental charges.				
B.	ACRYLIC EXTERIOR EMULSION PAINT (TWO COAT) MAKE- ASIAN PAINTS / BERGER / NEROLAC				
i.	EXTERNAL BUILDING FACADE	30,000	S.FT		
ii.	BOUNDARY WALL (ALL SIDE)	4,000	S.FT		
	Providing & Applying Protective and Decorative Acrylic exterior emulsion paint (two coat) of approved quality, as per manufacturer's specification and as per direction of Bank / Architect to be applied over acrylic primer as required. The rate includes cost of material, labour, scaffolding and all incidental charges but excluding the cost of primer.				
C.	SYNTHETIC OIL BOUND PRIMER (TWO COAT) MAKE- ASIAN PAINTS / BERGER				
i.	BOUNDARY GRILL & GATE	1,300	S.FT		
ii.	GRILL ABOVE PARAPET (2ND, 9TH & ROOF FLOOR LVL.)	3,600	S.FT		
iii.	IRON STAIR (9TH FL. TO ROOF FLOOR LVL.)	300	S.FT		
iv.	DISPLAY BOARDS 4 NOS. (2ND, 9TH & ROOF FLOOR LVL.)	2,200	S.FT		
v.	SHEET FACADE (FRONT & REAR SIDE)	15,500	S.FT		
vi.	REAR SIDE STAIR WINDOW	300	S.FT		
	Providing & Applying Two coat of primer with synthetic oil bound primer of approved quality including smoothing surface by sand papering etc. The rate includes cost of material, labour, scaffolding and all incidental charges.				
D.	SYNTHETIC ENAMEL PAINT (TWO COAT) MAKE- ASIAN PAINTS / BERGER				
i.	BOUNDARY GRILL & GATE	1,300	S.FT		
ii.	GRILL ABOVE PARAPET (2ND, 9TH & ROOF FLOOR LVL.)	3,600	S.FT		
iii.	IRON STAIR (9TH FL. TO ROOF FLOOR LVL.)	300	S.FT		
iv.	DISPLAY BOARDS 4 NOS. (2ND, 9TH & ROOF FLOOR LVL.)	2,200	S.FT		
v.	SHEET FACADE (FRONT & REAR SIDE)	15,500	S.FT		
vi.	REAR SIDE STAIR WINDOW	300	S.FT		
	Providing & Applying Two coats of painting with best quality synthetic enamel paint of approved make and brand to be applied over primer as required. The rate includes cost of material, labour, scaffolding and all incidental charges.				
E.	EXTERNAL DESIGN MURAL POLISHING WORKS (GR. FLOOR)	1,600	S.FT		
	Polishing work of Exterior Design Mural (Gr. floor) with oxalic acid powder using 33 gms/ sq.m. by manual labour/ machine where necessary. The rate includes cost of material, labour, scaffolding and all incidental charges.				



SR.NO	DESCRIPTION	QTY.	UNIT	RATE (Rs.)	AMT. (Rs.)
F.	EXTERNAL BLACK MARBLE POLISHING WORKS (GR. FL. TO 2ND FL.)	3,100	S.FT		
	Polishing work of Exterior Black Marbel (Gr. floor to 2nd floor) with oxalic acid powder using 33 gms/ sq.m. by manual labour/ machine where necessary. The rate includes cost of material, labour, scaffolding and all incidental				
G.	EXTERIOR TILES POLISHING WORKS (3RD TO 8TH FLOOR)	14,000	S.FT		
	Polishing work of Exterior Tiles (3rd floor to 8th floor) with oxalic acid powder using 33 gms/ sq.m. by manual labour/ machine where necessary. The rate includes cost of material, labour, scaffolding and all incidental charges.				
H.	EXTERIOR TILES POLISHING WORKS (9TH FL. TO ROOF)	3,500	S.FT		
	Polishing work of Exterior Tiles (9th floor to Roof lvl.) with oxalic acid powder using 33 gms/ sq.m. by manual labour/ machine where necessary. The rate includes cost of material, labour, scaffolding and all incidental charges.				
I.	CLEANING WORKS OF ALL EXTERIOR WINDOW GLASS	7,600	S.FT		
	Washing and cleaning with soap water and rubbing with oil cloth in WINDOW GLASS. The rate includes cost of material, labour, scaffolding and all incidental charges.				
J.	REPAIRING OF GLASS OF EXISTING BROKEN GLASS WINDOWS MAKE- MODI/ ASHAI/ SAINT GOBAIN	500	S.FT		
	Removing carefully Existing Broken Glass of existing windows and Providing & Fixing 6 mm. Thk. approved make clear float glass. The rate includes cost of material, labour, scaffolding and all incidental charges.				
K.	REPAIRING OF CRACKS OF EXTERNAL WALL, ROOF, PARAPET WALL, CHAJJA, ETC. AND REPAIRING OF MAJOR CRACKS WHERE THE STEEL REINFORCEMENTS VISIBLE	1	JOB		
	Repairing of crack in wall, roof, parapet wall, chajja etc... by cement grouting (1 : 2) including widening the crack on the surface (into V section) cleaning and packing the same with cement mortar (1 : 2) and finishing off to match with adjacent surface. (Cement-69 Kg/100 m). The rate includes cost of material, labour, scaffolding and all incidental charges.				
TOTAL					
IN WORDS:					

QST Extra at actual

