

UCO BANK  
HEAD OFFICE  
GENERAL ADMINISTRATION DEPARTMENT  
1A, RUSSELL STREET  
KOLKATA 700071

**Part - I**

TENDER DOCUMENT  
FOR  
CONSTRUCTION OF BOUNDARY WALL AT BANK'S PLOT OF LAND AT  
RAJARHAT, NEW TOWN, KOLKATA.

NAME OF THE TENDERER :

ADDRESS OF THE TENDERER :

DATE OF SUBMISSION OF TENDER :

## GENERAL INDEX

DESCRIPTION	PAGE NO.
<hr/>	
1. General Index	2
2. Notice Inviting Tender	3 -4
3. Pre-requisites	5-7
4. General Rules & Instruction	8-10
5. Form of application for pre-qualification	11
6. Particulars to be furnished By the Applicant for Pre-qualification	12-13
7. Form of TENDER	14
8. General Conditions of Contract	15-30
9. Appendix To General Conditions Of Contract	31
10. Format of Articles of Agreement	32-33
12. Safety Code	34-37
13. Model Rules for the Protection of Health And Sanitary Agreements for Workers	38-40
14. Proforma for Application for Extension of Time Period	41
15. Part – II Price Bid	42-46
16. Technical Specifications	47-48
17. Drawings	49

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## **NOTICE INVITING TENDER (NIT)**

### **UCO BANK**

General Administration Department  
Head Office  
1A, Russel Street, Kolkata - 71

Sealed Tenders on **ITEM RATE BASIS**, duly signed and super scribed with the name of work for the following works, are invited from enlisted Contractors of PWD, CPWD, MES, Indian Railways and / or other public and statutory bodies and capable / experienced Contractors of Banks, having valid up to date credentials with the single job value of **75% of estimated cost of the project work in last 3 (three) years** and up to date VAT, Service Tax, IT and PT certificated etc. in **TWO PART SYSTEM, PART- I (Pre-Qualification Documents) & PART- II (Bid Documents)** to be submitted in two separate envelopes.

#### **1.1 Name of the Works:**

**Construction of Boundary Wall at Bank's Plot of Land at Rajarhat, New Town, Kolkata.**

#### **1.2 Estimated Cost:**

At Rajarhat, New Town, Kolkata – Rs. 31.50 Lakhs approx. (Rupees thirty one Lakhs fifty thousand approx.)

#### **1.3 Time of Completion of the Project:**

04 (Four) months

#### **1.4 Earnest Money Deposit (EMD):**

The tender shall be accompanied by earnest money deposit of **Rs. 31,500/-** (Rs thirty one thousand five hundred only) for the work in the form of Crossed Demand Bank Draft/ Pay order issued in favour of '**UCO BANK**' and payable in Kolkata **to be submitted with Part- I (Pre-Qualification Documents) Envelope** for the work separately without which tender will be liable for rejection.

Earnest Money Deposit of the successful tenderer will be retained.

#### **1.5 Initial Security Deposit (ISD):**

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 in the form of Demand Draft/Pay Order for the work. Initial Security Deposit will have to be made within 14 days from the date of acceptance of tender, failing which the Bank at its discretion may revoke the letter of acceptance and forfeit the Earnest Money deposit furnished along with the tender.

#### **1.6 Retention Money:**

Retention Money will be deducted as per Clause 11 of Part-I Tender Document under the head Earnest Money & Security Deposit of General Condition of Contract.

#### **1.7 Release of Retention Money:**

Retention Money will be released after expiry of Defect liability period without any interest.

#### **1.8 Cost of Tender Document (Non-Refundable):**

A non refundable amount of Rs. 1250.00 for work for the cost of **PART- I & PART- II** of Tender Document by way of Pay order/ Demand Draft favouring '**UCO BANK**' payable in Kolkata **to be submitted with Part- I (Pre-Qualification Documents) Envelope** without which tender will be liable for rejection.

### 1.9 Availability of Tender Document:

The Tender Documents both **PART- I** (Pre-Qualification Documents) & **PART- II** (Bid Documents) shall have to be downloaded from the Bank's website [www.ucobank.com](http://www.ucobank.com).

### 1.10 Date & Place of Submission of Tender for the project:

Up to **2.30 PM on 13 - 5 - 2015** at the office of UCO Bank, Head Office, General Administration Department, 1A, Russel street, Kolkata - 71

### 1.11 Tender Addressed To:

The Dy. GENERAL MANAGER (GA)  
UCO BANK  
Head Office  
General Administration Department, Head Office  
KOLKATA- 700071.

### 1.12 Pre-Bid Meeting:

On **6 - 5 - 2015 at 3.00 PM** for the work at the office of UCO Bank, Head Office, General Administration Department, 1A, Russel street, Kolkata - 71

### 1.13 Opening of Tender:

**PART- I (Pre-Qualification Documents) for the project** will be opened on **13 - 5 - 2015 at 4.00 PM** at the office of the UCO Bank, Head Office, General Administration Department, 1A, Russel street, Kolkata - 71. Upon fulfilling the requirements in accepting the terms and conditions of Part-I (Pre-Qualification Documents), **Part - II (Bid Documents)** will be opened in a later date to be communicated after proper evaluation of Part- I.

### 1.14 Mode of Submission of Tender:

The tender should be submitted complete with all required documents as prescribed herein and credentials in the Tender Box kept at the office of the UCO Bank, Head Office, General Administration Department, 1A, Russel street, Kolkata - 71 containing the documents as under in the following order:

1. In **1<sup>st</sup> Sealed Cover** super scribed with **PART- I (Pre-Qualification Documents) for work** comprising Covering Letter, Part- I Tender document booklet with Tender Notice, Details to be typed in office letterhead as per given Annexure and Proforma, Cost of Tender Document (Rs. 1250/-), Earnest Money (Rs. 31,500/-), Credentials, Certificate & latest return / challan of VAT, PAN & IT, Service Tax, Professional Tax, General Conditions of Contract etc.
2. In **2<sup>nd</sup> Sealed Cover** super scribed with **PART- II (Bid Documents) for work**: Tender document booklet Part-II comprising of, Technical Specification, Bill of Quantities duly priced. Any condition stipulated in Part-II will not be accepted.
3. In **Third Sealed Cover** super scribed with Name of work, NIT No, Date & time of Submission & Opening, Name & Address of the Bidder comprising both First Sealed cover (**PART- I**) and Second Sealed Cover (**PART- II**).

UCO Bank reserves the right to accept or reject any tender or part thereof without assigning any reason whatsoever. The notification of award of contract will be made in writing to the successful tenderer by the UCO Bank.

Assistant General Manager (GA)  
UCO Bank  
Head Office  
General Administration Department

## **PREREQUISITES:**

### **1 Eligibility Criteria:**

1 The Bidder can be an Organization / Institute / Company / Corporation / Society / Trust / Firm registered / incorporated in India fulfilling at least the following criteria and must also submit documentary evidences in support of fulfilling these conditions. **Consortium in any form is not allowed.**

2 The Bidder should be in existence for the last **3 (three) years**.

3 The Bidder must have successfully completed at least one work of similar nature for a value not less than **75% of the estimated cost** in the last 3 years.

4 Bidders should have permanent Account Number of Income Tax, Service Tax Registration, VAT Registration and Professional Tax Registration.

5 Bidders should be solvent up to 50% of estimated cost.

### **2 Documents Establishing Bidders Eligibility:**

1 In case bidder is a company - certified copy of the Certificates of Incorporations for Companies and Memorandum and Articles of Association.

2 In case the bidder is a registered society - certified copy of Registration Deed with objects of constitution of society.

3 In case bidder is a corporation - authenticated copy of the parent stature.

4 In case of proprietary/partnership concern - documents authenticating the same.

### **3 List of Documents to Be Submitted:**

Certified copies of documents submitted, as above, must be signed in ink and carry the seal of the signatory.

1 General information / profile of the Bidder,

2 List of present Directors / Owners/ Executives Council Members / Trustees / Board Members as applicable,

3 Copy of Income Tax Permanent Account Number (PAN) card,

4 Copy of Income Tax returns filed in last three years,

5 Copy of Service Tax Registration certificate & upto date return,

6 Copy of Value Added Tax (VAT) Registration certificate & upto date payment challan,

7 Copy of Profession Tax Registration certificate & upto date payment challan,

8 General Power of Attorney / Board of Directors resolution / Deed of Authority executed in favour of person(s) authorised to sign the Tender Document and the Contract and all correspondences / document thereof,

9 Audited Balance Sheet and Income statement for the preceding three years, duly signed in ink by the authorised signatory of the bidder and his / her auditor,

10 Credentials (completion certificates of earlier works as mentioned in the NIT),

11 Solvency Certificate from respective Bank as mentioned above

12 Any other Documentary evidences (signed in ink by authorised signatory) providing that bidder fulfils the eligibility criteria,

### 3 (a) Rejection Creation

1 Bidder not fulfilling eligibility criterion mentioned from Point 1 to 5 in page number - 5

2 Bidders not submitting EMD,

3 Bidder not submitting tender cost,

4 Bidder imposing any conditions.

### 4 Instructions To Bidder:

1 Tender Documents both **PART- I** (Pre-Qualification Documents) & **PART- II** (Bid Documents) should be downloaded from the Bank's website **www.ucobank.com**.

2 The completed Tender Documents, both PART- I (Pre-Qualification Documents) and PART- II (Bid Documents) in **ORIGINAL** should be submitted in the TENDER BOX kept at the office of the DGM (GA), UCO Bank, Head Office, General Administration Department, 1A, Russel street, Kolkata - 71. The Tender Document should be sealed in **3 (Three) separate envelopes** superscripted **First envelope** as PART- I (Pre-Qualification Documents) and **Second envelope** as PART- II (Bid Documents). Both the First & Second envelop should be sealed in a Third Envelope containing the above.

3. The Tender Document should be addressed to DGM(GA), UCO Bank, Head Office, General Administration Department, 1A, Russel street, Kolkata - 71.

4. Transfer of Tender Documents downloaded by one intending Bidder to another is not permissible.

5. The Bidder's name and address should also be put on the envelope.

6. Bidder should ensure that their tenders are received before the date and time specified in the NIT.

7. The Bidder is required to check the numbers of the pages in the original and duplicate Tender Documents and should any page found missing, he must inform the Employer at once and have the same rectified before submission.

8. Should the Bidder be in doubt about the precise meaning of any item or any provision or if he wants any clarification, he must inform the client before submission.

9. No claim shall be allowed in respect of errors in the Bidder's tender due to any mistake in the Tender Document, which should have been put to the notice of the Employer but was not rectified in the manner described above.

10. All prospective bidders are advised to refer to the UCO Bank's website for any update / additional information, before submission of their bids.

11. Bidder is requested to put his firm's endorsement on each page of the Tender Documents as a token of acceptance.

12. The Tender Document shall not be witnessed by a Contractor or Contractors who himself / themselves has / have participated 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.

13. Bidder should fill in all the relevant blanks spaces and put their signature in the relevant places indicated in the documents.
14. The Form of Tender and Bill of Quantities (in PART- II: Bid Documents) should be filled as follows:
- 14.1 In **Form of Tender**, the Bidder should fill up the sum of Total Amount both in figures and words.
- 14.2 “Total Amount” shall be the sum of the “Amounts” of all sections and should be written in both figures and words.
15. The figures or writing have to be distinct, without any overwriting.
16. All corrections shall be authenticated suitably.
17. No alterations or additions are to be made by the Bidder to the texts in the Tender Document. Violation of this instruction will attract rejection of the tender at the discretion of client.
18. The unsealed Tender Documents, tenders not super scribed as the prescribed Tender Documents, conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders that are incomplete or otherwise considered defective are liable to be rejected.
- 19 The sealed envelopes shall be opened at the specified time in the presence of the Bidder’s accredited representatives, if they desire to attend.
- 20 In the event of arithmetical error / errors or discrepancies being discovered in the Bidder’s Tender Document the rates mentioned in words in the tender copy marked as Original will be taken as bona-fide. Rate in words will be taken in precedence over rate in figures.
- 21 Contractors are forewarned that no errors whatsoever arithmetical or otherwise will be permitted in their tenders. Tenders containing many errors are liable to be considered as non-bona-fide at the discretion of the Employer.
- 22 After opening the sealed Tender Documents, no unsolicited correspondence / revised offer whatsoever may be in nature, shall be entertained by the Employer.
- 23 Applicants should note that their tenders should remain open for consideration for a minimum period of **120 (one hundred twenty)** days from the date of the opening of price bids (part-II).
- 24 The UCO Bank reserves the right to accept any tender or accept tenders in part or to reject any or all tenders without assigning any reason thereof and will not be liable to offer any explanation whatsoever.**
- 25 Bidder is requested to note that non-compliance of the above instructions is liable to render their Tender non bona- fide.
- 26 The clause of NIT prevails over General Conditions and Special Conditions of Tender Document of Part-I.
- 27 The brands / manufacturer’s name appearing anywhere in this tender document is for the purpose of reference only.
28. The Bidder must bid for all the works mentioned in the tender documents. Partial bidding would disqualify the bidder.

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## GENERAL RULES AND INSTRUCTIONS

1 Tenders are hereby invited by UCO Bank, Head Office, General Administration Department for construction of Boundary wall at Bank's Plot of land at Rajarhat, New Town, Kolkata. Estimated cost of work is **Rs. 31.50 Lakhs** (approx) in respect of work at Rajarhat, New Town, Kolkata.

2 Contract documents consisting of the complete specifications, the schedule of quantities of the above work to be done, and set of conditions of contract to be complied with by the person whose tenders may be accepted, which will also be found in the form of tenders, should be downloaded from the Bank's website **www.ucobank.com**.

3 The site for the work will be made available to the contractor in its present conditions. No space other than the above site can be made available to the contractor for site office, labour camps, storage etc.

4 Sealed tenders on the prescribed format are to be addressed & submitted to **The Dy. General Manager(GA), UCO Bank**, Head Office, General Administration Department on or before **13-05-2015** upto **2.30 PM** in 3 (Three) separate envelopes. The tender should be submitted complete with all required documents as stated in NIT.

The Part-I will be opened at **4 P.M.** on **13-05-2015** in presence of tenderers. The tenderers shall depute their authorized representative/s to be present at the time of opening of Part-I. Tender without Earnest Money and Cost of Tender Document in proper form will be rejected.

5 Tenders on the prescribed format should be downloaded from the Bank's website **www.ucobank.com**. A **non refundable amount of Rs1250.00 (Rupees One Thousand two hundred fifty Only)** respectively for the cost of PART- I & PART- II of Tender Document by way of Pay order/ Demand Draft favouring 'UCO BANK' payable in Kolkata are to be submitted with Part- I (Pre-Qualification Documents) Envelope without which tender will be liable to rejection.

6 The time allowed for the carrying out of the work will be **04 months for the work** from the fourteenth day after the date of written orders to commence the work or date of handing over the site, whichever is later.

7 All corrections shall be attested by the initials of the tenderers with the seal of the firm. In case any discrepancy/ difference is found on checking between rates quoted by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed:

7.1 When there is a difference between the rates in figures and in words, the rate which corresponds to the amounts worked out by the contractor, shall be taken as correct.

7.2 When the amount of any item is not worked out by the contractor or it does not correspond with the rate written either in word, then the rate quoted by the contractors in word shall be taken as correct.

7.3 When the rate quoted by the contractor in figures and in word tallies but the amount is not worked correctly, rate quoted by the contractor shall be taken as correct and not the amount.

7.4 Amendments as mentioned above shall be based on the tender marked "original" only.

8 When a contractor signs a tender in an Indian language the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amount tendered should be attested by a witness.

9 Earnest Money, amounting to Rs. 31,500/- and Cost of Part-I & Part-II of Tender Document, amounting to **Rs. 1250/- respectively** in the two separate crossed Demand Draft/ Pay order/ Banker's cheque drawn in favour of UCO Bank, payable in Kolkata must accompany the tender with Part-I sealed envelope.

10 The contractor, whose tender is accepted, will be required to furnish by way of initial security deposit for the project separately for the due fulfillment of his contract, such sum as detailed in clause No. 2.11 of General conditions of contract of Part-I.

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

11 The acceptance of a tender will rest with UCO Bank, General Administration Department, Kolkata which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received and to place order on one or more firms without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

12 Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

13 All rates shall be quoted on the proper form of the tender alone.

14 An item rate tender containing percentage below/above will be summarily rejected. However, where a tender voluntarily offers a rebate for payment within a stipulated period in Part-I, this may be considered.

15 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Owner/ Architects shall be communicated to the owner.

16 Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word “**Rs**” Should be written before the figure of rupees and word “**P**” after the decimal figures, say example, Rs 2.00 P and in case of words, the word “**Rupees**” should be precede and the word “**Paisa**” should be written at the end, unless the rate is in whole rupees and followed by the words “only” it should invariably be up to two decimal places. While quoting the rate is in schedule quantities. The word “only” should be written closely following the amount and it should not be written in the next line.

17 The Bank does not bind it-self to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

18 All taxes including VAT, Work Contract Tax, or any other tax on material or on finished works in respect of this contract shall be payable by the contractor and the Bank will not entertain any claim whatsoever in this respect at any time. Rates should include all taxes. However, contractor should claim service tax as per applicable rate separately.

19 The contractor shall give a list of his relatives working with the bank along with their designations and addresses.

20 No employee of the Bank is allowed to work as a contractor for a period of two years of his retirement from bank service, without the previous permission of the bank. This contract is liable to be cancelled if either the contractor or any of his employees found at any time to be such a person who had not obtained the permission of the Bank as aforesaid before submission of the tender or engagement in the contractor’ s service.

21 The tender for works shall remain open for acceptance for a period of **120 days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period, then the Bank shall be at liberty to forfeit Earnest money paid along with the tender.

22 The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summarily rejection.

23 It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority in the bank.

24 Contractor should submit performance security deposit within 14 days from the date of work order in form of DD/PO favouring UCO Bank or Bank Guarantee (not from UCO Bank) for 5% of estimated cost which will be refunded/released after job is completed in all respect to the satisfaction of the Bank.

**The Assistant General Manager (GA)**  
**UCO Bank**  
**General Administration Department**

## **FORM OF APPLICATION FOR PRE-QUALIFICATION**

**The Deputy General Manager (GA)**  
UCO Bank  
General Administration Department  
Head office

**Sub:- Construction of Boundary Wall at Bank's Plot of Land at Rajarhat, New Town, Kolkata.**

Dear Sir,

1 I / We have read and understood the instructions and the Terms & Conditions mentioned in the Tender Documents PART- I (Pre-Qualification Documents) & PART- II (Bid Documents).

2 I / We do hereby declare that the information furnished in the application and the supplementary sheets are correct to the best of my/ our knowledge and belief.

3 I / We authorise Bank/ Architect to approach our employer' s clients, corporation, organisation, etc to verify the facts submitted by me/ us.

Yours faithfully,

**Name of the Applicant:**

**Signature of the Applicant:**

**Designation:**

**Address:**

**Place:**

**Date:**

**Particulars to be furnished By the Applicant for Pre-qualification (To Be Filled In Office Letter head)**

1 Name of the Organisation

2 Address

Telephone Nos., Email & Website

3 Year of Establishment

4 Status of the Firm  
(whether Company/ Firms/ Proprietary)

5 Name of the Directors/ Partners/ Proprietor i)

ii)

iii)

6 Whether registered with the Registrar of Companies/  
Registrar of Firms. If so, mention number & date and  
attach copy of the same

Yes/ No

7 Name and address of Bankers

i)

ii)

iii)

iv)

8 Whether registered for VAT purposes. If so, mention  
number and date. Furnish also copies of VAT clearance certificate.

Yes/ No

8 (a) Whether registered for Service Tax. If so, furnish copies of the same

Yes/ No

9 Whether an assessee of Income Tax. If so, mention  
Permanent Account Number (PAN). Furnish copies of  
Latest Income Tax Clearance Certificate

Yes/ No

10 If you are registered in the panel of other  
organizations such as CPWD, PWD, MES, Banks,  
etc., furnish their names, category and date of  
registration.

i)

ii)

iii)

iv)

11 Whether blacklisted by any Govt organisation/ PSU/  
Agency / Banks etc. If yes please state the details

Yes/ No

12. Detailed description and value of Works done  
in the last three years with completion certificate  
(attach separate sheet, if required)

Place:

Signature:

Date:

Name:

**Note:** Where copies are to be furnished these are to be Certified Copies preferably by the concerned agencies or a Government Officer

## FORM OF TENDER

### The Deputy General Manager GA)

UCO Bank

General Administration Department

1A, Russel Street

Kolkata- 700071

### Sub: Construction of Boundary Wall at Bank's Plot of Land at Rajarhat, New Town, Kolkata.

Dear Sir,

Having examined the Specifications, Conditions, Terms, Bill of Quantities relating to the above work and having visited and examined the site of the proposed works and having acquired the requisite information relating thereto as affecting the tender invited by you on behalf of UCO Bank,

1. I / We refer to the tender notice issued by you for general civil works in connection with the above mentioned work.

2. I / We 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 as follows:

Construction of Boundary Wall at Bank's Plot of Land at Rajarhat, New Town, Kolkata as per item rate basis as quoted by me / us in the Bill of Quantities.

3. I / We affirm that the above quoted rates shall be valid for a minimum period of **120** (one hundred twenty) days from the date of the opening of the Tender Document.

4. I / We have satisfied myself/ourselves as to the site conditions, examined all respects of the tender conditions, subject to above, I / we do hereby agree, should this tender be accepted in whole or in part, to:

4.1 Abide by and fulfill all the terms and provisions of the said conditions annexed hereto

4.2 complete the works within \_\_\_\_\_ (\_\_\_\_\_) months

5. I / We have deposited the earnest money of ` \_\_\_\_\_.  
(Rupees \_\_\_\_\_ only) which, I / we note, will not

bear any interest and is liable for forfeiture,

5.1 if my / our offer is withdrawn within the validity period of acceptance, or

5.2 if the contract is not executed within 14 (fourteenth) days from the date of receipt of the letter of acceptance, or

5.3 if the work is not commenced within 14 (fourteen) days after issue of work order / handing over to site whichever is later.

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

2. In the event of the tender being accepted, I / we further agree to the deduction as Security Deposit on each Running Account (RA) bill as per Clause 2.11 under the head Earnest Money & Security Deposit of General Condition of Contract.

Yours faithfully,

**Signature:**

**Designation:**

**Address:**

1 Name of the Partners / Directors of our Firm / Company

1.1

1.2

1.3

**Witness:**

## 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, the work shall be carried out as per standard specifications and under the direction of Employer.

### 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:

1. Employer: The term Employer shall denote **UCO Bank** with their head office at 10, BTM Sarani, Kolkata- 700001 and any of its employees or representative authorised on its behalf.
2. Contractor: The term Contractor shall mean \_\_\_\_\_ and his / their heirs, legal representatives, assigns and successors.
3. Site: The Site shall mean the site located at Bank' s Plot of Land T Rajarhat, New Town, Kolkata where the works are to be executed including any building and erections thereon allotted by the Employer for the contractor' s use.
4. Site Engineer: The Site Engineer shall be appointed by the Bank. The Bank may also determine the number of Site Engineers and the supporting staff at site office to assist them and also whether the Site Engineer shall be temporary or permanent. As far as possible, the Site Engineer should assume charge of his post before the contractor reports on site of work. Where more than one Site Engineer is appointed, one of them shall be designated as Senior Site Engineer by the General Administration Department and the other Site Engineer shall be reporting to the Senior Site Engineer. Wherever PMC is engaged, Site Engineer, if any, will work in close co-ordination with PMC.
5. The work is to be carried out in accordance with specifications, the schedule of quantities or any other instruction, which may be given by the Employer during the execution of the work. The copy of schedule of quantities is to be kept at site and the Employer shall be given access to such schedule of quantities whenever necessary. In case any detailed Drawings are necessary contractor shall prepare such detailed drawings and / or dimensional sketches therefore and have it confirmed by the Employer prior to taking up such work. The contractor shall ask in writing for all clarifications on matters occurring anywhere in specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.
6. The term "Works" shall mean the work or works to be executed or done under this Contract.
7. The term "Act of Insolvency" shall mean any act such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.
8. The term "Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this Contract.
9. "Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

### 2 Scope:

1. The work consists of Construction of Boundary Wall at bank' s Plot of Land at Rajarhat, New Town, Kolkata of UCO Bank in accordance with the "Schedule of Quantities". The civil work etc, are within the scope of this tender. It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the repairing and completion of the work. All work, during its progress

and upon completion, shall conform to the lines, elevations and grades as instructed by the Employer. Should any detail essential for efficient completion of the work be omitted from the specifications it shall be the responsibility of the contractor to inform the Employer and to furnish and install such detail with Employer's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

2. Employer or his agent may in their absolute discretion issue further written instructions, details, directions and explanations, which are, hereafter collectively referred to as "The Employer'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 between the Schedule of Quantities and / or Specifications.
- c) The removal from the site of any defective material brought there on 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 there upon.
- 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).

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

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

5. 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. 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 or his agent might deemed to have reasonably been inferred to be so existing before commencement of work.

### **4 Tenders:**

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

2 The schedule of quantities shall be filled in as follows:

2.1 The 'Rate' column to be legibly filled in ink in both English figures and English words.

2.2 Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule of Quantities" .

2.3 All corrections are to be initialed.

2.4 The "Rate column" for alternative items shall be filled up.

2.5 The "Amount" column for alternative items of which the quantities are not mentioned shall not be filled up.

2.6 In case of any errors/omissions in the quote rates, the rates given in the tender marked "Original" shall be taken as correct rates.

3 No modifications, writing or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

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

5 The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer, detailed analysis of any rates shall be submitted. Employer shall not be bound to recognize the contractor's analysis.

6 The work will be paid for as "measured work" on the basis of actual work done and not as "lumpsum" contract, unless otherwise specified.

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

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

9 The tenderer shall note that his tender shall remain open for consideration for a period of 120 days from the date of opening of Price Bid (part-II) of the tender.

## **5 Agreement:**

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

## **6 Permits And Licenses:**

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

2. It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non-receipt of the cement or any controlled materials in due time on this account or according to his own requirements.

3. The contractor will, however, be eligible to a proportionate extension of time on this account which in the opinion of the Employer is reasonable. The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the quantity of controlled materials released by the authorities or supplied by the Employer. The costs of storing, transporting etc., of all materials including those under Government control are to be included by the tenderer in his quoted rates.

4. The Employer shall be indemnified against all Government or legal actions for theft or misuse of cement, MS rods and any controlled materials in the custody of the contractor.

#### **7 Government And Local Rules:**

The contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been include 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.

#### **8 Detailed Instructions:**

1 The Employer shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably infer-able there from.

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

#### **9 Quantity Of Work To Be Executed:**

1. The quantities shown in the schedule of quantities are intended to cover the entire work indicated in the drawings but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. Variation in the value is however not expected to be more than 25%.

#### **10. Other Person Engaged By The Employer:**

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

#### **11 Earnest Money And Security Deposit:**

1 The tenderer will have to deposit an amount of **Rs. 31,500/-** in the form of Bank Draft drawn in favour of **UCO Bank** 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.

2 The successful tenderer to whom the contract is awarded will have to deposit as “initial security deposit” (ISD) a further sum to make up 2% of the value of the accepted tender including the Earnest Money. ISD may be submitted in the form of Demand Draft/Pay Order.

The initial Security Deposit will have to be made within 14 days from the date of acceptance of tender, failing which the Employer at his discretion may revoke the letter of acceptance and forfeit the Earnest Money deposit furnished along with the tender.

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

- a) 10.0% on the first Rupees One Lac of the cost of work;
- b) 7.5% on the next Rupees One Lac of the cost of work;
- c) 5.0% on the balance amount of the executed value of work.

**4. Total Security Deposit i.e. EMD, ISD and Retention Money, will be refunded to the Contractor after the end of Defect liability Period of one year provided the Contractor has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract. No interest is allowed on Security Deposit for defect liability period of one year.**

#### **12 Contractor To Provide Everything Necessary:**

1. 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 there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out of the work at his own cost. The employer shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

2. 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.

3. The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools tackles, machineries and equipments and all the necessary centering scaffolding, staging, planking, timbering, strutting, showing, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, house, buildings, strutting, shoring etc as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Employer.

4. The contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the Employer shall otherwise direct.

#### **13 Time Of Completion Extension Of Time & Progress Chart:**

1. **Time of completion:** The entire work is to be completed in all respects within the stipulated period. The work shall be deemed to be commenced within 14 (fourteen days) from the date of acceptance letter or date of handing over of site, whichever is earlier.

Time is the essence of the contract and shall be strictly observed by the contractor. The work shall not be considered as complete until the Employer has certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

2. **Extension of Time:** If in the opinion of the Employer the works be delayed (a) by 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 employers 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 authorized extra and additions or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building or trades or (f) from other causes which the employer may consider are 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 the 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 lockouts, as are referred to above, the contractor shall, immediately give the employer, written notice thereof. Nevertheless, the contractor shall use his best endeavors to prevent delay and shall do all that may be reasonably required, to the satisfaction of the 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 and to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 14 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.

3. **Progress of work:** During the period of construction the contractor shall maintain proportionate progress on the basis of a programme chart submitted by the contractor immediately before commencement of work and agreed to by the Employer/Architects. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the programme chart so that there is no delay in completion of the project.

#### **14 Liquidated Damages:**

Should the work be not completed to the satisfaction of the Employer 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 non-commenced or unfinished after the expiry of the completion date @ 1.0% of the estimated amount per week of delay subject to ceiling of 10% of the accepted contracted sum, accrual of which entitles the Employer/Bank to rescind the Contract.

#### **15 Tools, Storage Of Materials, Protective Works And Site Office Requirements:**

1. The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the work and make good all work disturbed.
2. All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.
3. The contractor shall provide at his own cost all artificial light required for the work and to enable other contractor and sub-contractors to complete the work within the specified time.

4. The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc required.

5. The contractor shall arrange for temporary latrines for the use of workers and filed staff and keep the same in a clean and sanitary condition to the satisfaction of the public health authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by this convenience.

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

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

8. Protective Measures:

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

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

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

9. Storage of Materials:

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

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

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

10. Tools:

a) Theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the site Engineer / Bank.

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

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

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

#### **16 Notice And Patents Of Appropriate Authority And Employer:**

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

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

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

#### **17 Clearing Site And Setting Out Works:**

1. 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.

2. The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work irrespective of the fact that the layout had been approved by the Employer, 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.

#### **18 Datum**

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

#### **19 Benches**

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

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

#### **20 Contractor Immediately To Remove All Offensive Matters:**

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

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

## **21 Access:**

Any authorized representative of the Employer 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 representative necessary for inspection and examination and the Employer no person shall be allowed at any time without the written permission of the Employer.

## **22 Materials, Workmanship, Samples, Testing Of Materials:**

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

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

3. 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, dales 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 add efficient carrying out of the work. The work must be done in the best working manner. Samples of all material to be used must be submitted written approval from Employer/ Architects must be obtained prior to placement of order.

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

5. Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall taken all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

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

## **23 Removal Of Improper Work:**

1. The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or time as may be specified in the order of any materials which in the opinion of the Employer architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the 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 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 shall relieve the contractor from his liability in respect of unsound work or bad materials.

#### **24 Site Engineer/ PMC:**

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

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

#### **25 Office Accommodation For The Site Engineer/ PMC:**

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

#### **26 Contractor's Employees:**

1 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 /Architects. The contractor shall engage at least one experienced Engineer as Site In-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

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

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

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

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

5.1 The payment of wages act

5.2 Employer' s liability act

5.3 Workmen' s compensation act

5.4 Contract labour (regulation & abolition) act, 1970 and Central Rules 1971.

5.5 Apprentices act 1961.

5.6 Any other Act or enactment relating thereto and rules framed thereunder from time to time.

6 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 claims that may be made by any workmen.

7 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 time for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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

#### **27 Dismissal Of Workmen:**

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

#### **28 Assignment:**

1 The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contractor 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 or from active superintendence of the work during their progress.

#### **29 Damage To Persons And Property Insurance Etc.:**

1. 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 damages buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject to this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the 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 damages consequent upon such claim.

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

3. The contractor shall effect 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 effected for the every initial stage. The contractor shall also be responsible for anything which may be or defective carrying out of this contract i.e. the Contractor's All Risk Insurance shall have extension for covering cross liability arising, if any, during execution of work relating to Air Conditioning, Electrification, Erection of Life etc.

4. 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.

### **30 Insurance:**

1. Unless otherwise instructed the contractor shall insure the work and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood. The insurance must be placed with a company approved by the 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 sum being allowed to the contractor as an authorized extra.

2. The contractor shall deposit the policy and receipt for premiums paid with the Employer within 21 (twenty one) days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the 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 through the fire has not occurred and in all respects under the conditions of the contract. The contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the Employer may deem fit.

### **31 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 materials 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.

### **32 Measurement Of Works:**

Before taking any measurement of any work the Site Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Site Engineer then in any such event the measurements taken by the Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the

### **33 Payments**

1. All bills shall be prepared by the contractor in the form prescribed by the Employer. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

2. The Employer 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 honoring 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.

3. The amount stated in an interim certificate shall be the total value of work properly executed and 75% of invoiced 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 vide clause 2.11 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 weather or other casualties.

4. The Employer will deduct retention money as described in clause 11 of these conditions. The refund of retention money will be made as specified in the said clause.

5. 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.

6. 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 Site Engineer and payment shall be made within three months.

#### 7. Final Payment:

The final bill shall be accompanied by a certificate of completion from the Employer. Payments of final bill shall be made after deduction of Retention Money as specified in Clause 11 of these conditions, which sum shall be refunded after the completion of the Defects Liability period after receiving the Employer's certificate that the contractor has rectified all defects to the satisfaction of the Employer. 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.

### **34 Variation / Deviation**

The price of all such additional items/ non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates, shall hold good for any increase or decrease in the tendered quantities upto variation of 25%. For variation beyond 25%, the rate for the respective item may be reviewed on mutually agreed terms.

### **35 Substitution:**

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

### **36 Preparation Of Building Works For Occupation And Use On Completion:**

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Employer that he has completed the work and it is ready for inspection.

### **37 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/Architects.

### **38 Defects after Completion:**

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the 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 event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under Clause 2.11 together with any expenses the Employer may have incurred in connection therewith.

### **39 Concealed Work:**

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

### **40 Escalation:**

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

### **41 Idle Labour:**

Whatever the reason 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.

### **42 Suspension:**

1. 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 be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

2. After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from date of such notice being given until the notice shall have been complied with. If the contractor fail to start the work within 7 (seven) days after such notice has been given to proceed with the work as therein prescribed, the Employer may proceed as provided in this contract (Termination of Contract by Employer).

### **43 Termination Of Contract By Employer:**

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

#### **44 Arbitration:**

1. All disputes or difference of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the executions or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding ) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.
2. For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice to the contractor a panel of three names of persons who shall be presently unconnected with the organisation for which the work is executed.
3. The contractor shall on receipt of the names as aforesaid, select any one of the persons name to be appointed as a sole Arbitrator and communicate is name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the sole Arbitration. If the contractor fail to communicate such selection as provided above within the period

specified, the Competent Authority shall make the selection and appoint the selected person as the sole Arbitrator.

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

5. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.

6. The work under the contract shall however, continue during the arbitration proceeding and no payment due to payable to the contractor shall be withheld on account of such proceeding.

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

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

9. 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.

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

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

12. Subject to aforesaid the provisions of the Arbitrator Act. 1992 or any statutory modification or re enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceeding under this clause.

13. 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.

**45 Declaration:**

I/we have inspected the site of work and have made me/us fully acquainted with the local conditions in and around the sites of works. I/we hereby declare that I/we have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I /we quoted our rates in the schedule of quantities attached with the tender documents. I /we shall also uniformly maintain such progress with the work, as may be directed by the Employer to ensure completion of same within the target date as mentioned in the tender document.

**Signature of Tenderer:**

**Designation:**

**Address:**

**Witness:**

## APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1 Defect Liability Period	<b>12</b> (Twelve Months)
2 Date of Commencement	<b>14</b> days from the date of issue of work order or the date on which the contractor is instructed to take possession of the site, whichever is later.
3 Period of Completion	<b>04</b> (Four)) months.
4 Liquidated Damages	As per Clause 14
5 Value of works for interim certificate	Rs. 15.00 Lacs
6 Earnest Money	Rs. 31,500.00 by Demand/Pay Order/Banker's Cheque
7 Security Deposit	As per Clause 11
8 Initial Security Deposit	<b>2%</b> (Two percent) of the value of the tender
9 Release of Security Deposit	After expiry of the Defect liability period without any interest
10 Period of Honouring Certificate	As per Clause 33
11 Performance Security Deposit	5% of estimated cost in form of Bank Guarantee/DD/PO to submitted within 14 days from the date of order.

\*\*\*\*\*

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE BY THE CONTRACTOR AFTER ISSUING FORMAL WORK ORDER)

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2015 between the UCO Bank, a body corporate constituted and having its Head office under the Banking companies (Acquisition and Transfer of Undertaking) Act 1970 and having its Head Office 10 B.T.M Sarani, Kolkata -700 001 (**hereinafter called "the EMPLOYER"**) which expression should include its successor/s and assignee/of the one part and M/s. \_\_\_\_\_ having its office at \_\_\_\_\_ (**hereinafter called the "CONTRACTOR"**) of the other part, which expression should include its successor/s and assignee/s. WHEREAS the Employer is desirous of executing roof treatment works at ----- and has caused specifications describing the work prepared by the Bank. **AND WHEREAS** the said specifications and the schedule of Items and quantities have been signed by and on behalf of the parties hereto. **AND WHEREAS** the contractor has agreed to execute upon and subject to the conditions set forth herein and schedule of items and quantities, General conditions of contract, special conditions of contract including all other conditions as mentioned in the tender document, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as **"the said conditions"**) The work 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 \_\_\_\_\_ (Rupees. \_\_\_\_\_ only) as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as **"THE SAID CONTRACT AMOUNT"**). **NOW IT IS HEREBY AGREED AS FOLLOW:**

1. In condition of the said contract amount to be paid at 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 described in the said specification and the schedule of items and quantities.
2. The Employer shall pay the Contractor the said Contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said condition and Appendices thereto shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions contained.
4. The plans, agreement 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 for roof treatment works at ----- as per the scope described and to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provide in the said conditions.
6. The Employer reserves to itself the right of altering the 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.
7. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day of handing over of the site or within fourteen days from the date of issue of formal work order whichever is later as provided for in the said conditions and to complete the entire work within 03 (three) months subject nevertheless to the provisions for extension of time.
8. All payments by the Employer under this contract will be made at Kolkata.
9. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulations laid down in the general conditions of contract.

10. That the several parts of this contract have been read by the contractor and fully understood by the contractor. In witness whereof the Employer and the contractor have set their respective hands to these present through their duly authorized official and the said two duplicate hereof to be executed on its behalf of the day and year first herein above written.

\_\_\_\_\_  
Signed on behalf of the UCO Bank

\_\_\_\_\_  
Signed with official stamp of  
contractor by duly authorized  
representative or its authorized  
representative

In the presence of:

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

In the presence of:

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

## **SAFETY CODE**

### **Scaffolds**

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to  $1\frac{1}{4}$  horizontal and 1 vertical).
- v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in length while the width between side rails in rung ladder shall in no case, be less than 290 mm for ladder upto and including 3 m in length. For longer ladders this width shall be increased at least 20 mm for each additional metre of length.
- vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

### **OTHER SAFETY MEASURES**

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

### **Excavation & Trenching**

- ix) All trenches, 1.25m or more in depth shall at all times be supplied with at least one ladder for each 30 m in length or fraction thereof. The ladder shall be executed from bottoms of the trench to at least 1 m above the surface of the ground. Sides of trenches which are 1.5 m or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth bottom. Under no circumstances undermining or undercutting shall be done.
- x) The contractor shall taken all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceeding at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

## **Demolition**

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

## **Personal Safety Equipments**

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

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

### **Hoisting Machines**

- xiv) Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:
  - 1. a) These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
  - 1. b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
  - 2. Every crane driver or hosting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding which or give signals.
  - 3. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - 4. In case of departmental machines, the safe working load shall be notified by the Engineer. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.
- xv) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- xvi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- xvii) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

- xviii) To ensure effective enforcement of the rules and regulations relating to safety precaution the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- xix) Notwithstanding the above clause from (i) to (xviii), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

**MODEL RULES FOR THE PROTECTION OF HEALTH  
AND SANITARY ARRANGEMENTS FOR WORKERS**

**1. Application**

These rules shall apply to the Proposed construction of Boundary wall at Bank's Plot of Lnad at Rajarhat, New Town, Kolkata comprising of Civil works.

**2. Definition**

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

**3. First Aid**

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

**4. Drinking Water**

- a) In every work place, there shall be provided and maintained at suitable places easily accessible to labour sufficient supply of cold water fit for drinking.
- b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- c) Every water supply of storage shall be at a distance of not less than 15 m from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within the proximity of latrine, drain or any other source of pollution, the well shall be properly

chlorinated before water is drawn from it for drinking. All such wells shall be dust and water proof.

- d) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

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

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

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

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

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

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

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

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

#### **8. Latrines & Urinals**

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

#### **9. Construction of Latrine**

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

**10. Disposal of excreta**

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

**11. Provision of shelter during rest**

At every work place there shall be provided free of cost, two suitable sheds, one for meals and the other for rest separately for men and women for the use of labour. The height of the shelter shall not be less than 3.5 m for the floor level, to the rest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with wall around not less than 750 mm. sheds should be kept clean and the space should be on the basis of at least 0.50 square metre per head

**12. Canteen**

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

PROFORMA FOR APPLICATION FOR EXTENSION OF TIME PERIOD

1. Name of contractor :
2. Name of the work as given in the Agreement:
3. Agreement No :
4. Estimated Tender Amount :
5. Date of Commencement of work as per Agreement:
6. Period allowed for completion of work as per Agreement:
7. Date of completion stipulated in Agreement:
8. Period for which extension of time has been given previously:
  - a) 1<sup>st</sup> extension vide Architect's / Banker's letter:

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

No.	Dated	Month	Days
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Total extension previously given:

9. Reasons for which extensions have been  
Previously given (copies of the previous applications  
Should be attached):

10. Period for which extension is applied for :
11. Hindrances on account of which extension is  
Applied for with dates on which hindrances  
Occurred and the period for which these are  
likely to last.
  - a) Serial No.
  - b) Nature of hindrance
  - c) Date of occurrence
  - d) Period for which it is likely to last
  - e) Period for which extension required for this  
Particular hindrance
  - f) Overlapping period if any, with reference to  
Item(e) above
  - g) Net extension applied for
  - h) Remarks, if any
- 12) Extension of time required for extra work:
- 13) Details of extra work and the amount involved
- 14) Total extension of time required for 11 & 12.

Submitted to the Architect/Bank.....

Date:.....

Signature of the Contractor

TENDER DOCUMENT  
FOR  
CONSTRUCTION OF BOUNDARY WALL AT BANK'S PLOT OF LAND AT  
RAJARHAT, NEW TOWN, KOLKATA.

Part - II

NAME OF THE TENDERER :

ADDRESS OF THE TENDERER :

DATE OF SUBMISSION OF TENDER:

SL	DESCRIPTIONS OF ITEMS	UNIT	QTY	RATE	AMOUNT
	<b>EARTHWORK :-</b>				
<b>1</b>	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing, spreading or stacking the spoils within a lead of 75 Mt as directed. The item includes necessary trimming the sides of trenches, levelling, dressing & ramming the bottom, bailing out water as required complete.				
<b>1.1</b>	Depth of excavation not exceeding 1500 mm	CU.M	127.00		
<b>2</b>	Earth work in filling in foundation trenches or plinth with good earth, in layers not exceeding 150 mm including watering & ramming etc layer by layer complete. (Payment to be made on the basis of finished quantity of work).				
<b>2.1</b>	With earth obtained from excavation of foundation.	CU. M	127.00		
<b>3</b>	Filling in foundation & at plinth by fine sand not exceeding 150 mm as directed and consolidating the same by through saturation with water, ramming complete including the cost of supply of sand. (Payment to be made on measurement of finished quantity).	CU M	127.00		
<b>4</b>	Single Brick Flat Soling of picked jhama bricks including ramming & dressing bed to proper level and filling joints with local sand.	SQ. MT	100.00		
<b>5</b>	<b>CEMENT CONCRETE WORK :-</b>				
<b>5.1</b>	Providing & laying ordinary cement concrete of 1 : 1.5 : 3 (1Cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size) at foundations, tie beams, columns, posts, top bands, coping, etc., excluding cost of shuttering, MS bars & finishing/curing all complete	CU. M	65.00		
<b>5.2</b>	Cement concrete with 30 mm down graded stone ballast in 1:3:6 proportion with curing excluding shuttering all complete	CU.M	7.5		
<b>6</b>	<b>FORM WORK :-</b>				

6.1	Hire & labour charges for 25 mm to 30 mm wooden shuttering with centering and necessary staging up to 4 Mt using approved stout props & thick hard wood planks of approved thickness with required bracing including fitting, fixing & striking out after completion of works for footing, column, tie beam, top band on wall, etc.	SQ. MT	638.00		
7	<b>STEEL WORK :-</b>				
7.1	Reinforcement for reinforced concrete in foundations and up to 4 Mt height above GL in all sorts of structures including distribution bars, stirrups, binders etc, initial straightening & removal of loose rust (if necessary), cutting to requisite length, hooking & bending to correct shape, placing in proper position & binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction.	KG	4045		
7.2	Structural Steel work for M. S. Gate as per approved design made of strong M. S frame work, intermediate stiffeners and round / square bars of angles, M. S. Sheet (not less than 14 gauge) with gussets, cleats etc including necessary riveting, bolting, welding, locking & hanging arrangements, fitting & fixing complete as per direction of Engineer-in-Charge & applying a primer coat of approved steel primer etc as required :-	Kg	500		
8	<b>BRICK WORK :-</b>				
8.1	Brick work with 1 <sup>st</sup> class brick in Cement Mortar 1 : 4 (1 cement : 4 coarse sand) in superstructure up to 2.1 meter height curing all complete	CU. M	180.00		
9	<b>PLASTER WORK :-</b>				
	Plaster to wall with sand & cement mortar including rounding off & chamfering corners as directed and racking out joints including throating, nosing & drip course as directed scaffolding / staging where necessary up to 2.1 meter height curing all complete.				

9.1	20 mm thick with 1:4 cement mortar	SQ. MT	1425.00		
10	<b>FINISHING WORK :-</b>				
10.1	Applying two coats Exterior Grade Acrylic Primer of approved quality & brand on plastered & / or concrete surface to receive decorative texture (matt finish) or smooth finish including scrapping & preparing the surface thoroughly, complete as per manufacturer's specifications and as per direction of Engineer-in-Charge.	SQ. MT	1425.00		
10.2	Finishing walls with protective & decorative Acrylic Smooth Exterior Emulsion Paint of approved quality & brand as per manufacturer's specifications & as per direction of Engineer-in-Charge to be applied over primer surface of required shade. The rate includes cost of materials, labour, scaffolding & all incidentals charges but excluding the cost of primer.	SQ. MT	1425.00		
11	<b>Barbed Wire Fencing</b>				
11.1	Supplying & Fixing 3 Ply / 12 Gauge / 4-Points line of Barbed Wire in fencing (payment to be made on the length of individual lines of wire) in holes to be made in angle section or fixed by staples tightening and fixing the wires in taut condition with straining bolts including the cost of cutting and of lapping joints in the wire as necessary with galvanised staples, straining bolt and binding wire as necessary in 3 ply 12 gauge/4 points.	RMT	3000.00		
12	Supplying, fitting & fixing of Structural Angle with ISA 50mm x 50mm x 6mm for barbed wire fencing cut to sizes specially bent, twisted, forged, making holes drilled and to be fitted on the top of the columns all complete.	KG	610		
13	Two coats of painting of Structural Angle & barbed wire with best quality synthetic enamel paint of approved make & brand including smoothening surface by sand papering of approved quality & brand ( area will be	SQ M	180.00		

	calculated on the basis of area of elevation).				
<b>13.1</b>	Two coats of painting of MS gate with best quality synthetic enamel paint of approved make & brand including smoothening surface by sand papering of approved quality & brand	Sq M	16.00		
<b>13.2</b>	One coat of primer with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc. for item 13 & 13.1	Sq M	196.00		
<b>14</b>	Supplying, fitting & fixing 600 mm (+/- 30 mm) diameter R. B. T. (Reinforced Barbed Tape) concertina fencing on wall top using concertina coils stretched to approx 6 meters length at site clipped with two numbers of horizontal RBT strands which will be tensioned and fixed with the vertical MS angle iron posts by means of security fasteners (such as "C" clips, R. B. T. clips etc.)	RMT	300.00		
	GROSS TOTAL :-				

## **Technical Specification:**

### **GENERAL**

All materials to be used in works shall conform to Indian Standards Specifications as published by B. I. S. from time to time (and in the absence thereof, as approved by Engineer-in-Charge). Unless specifically mentioned, mode of measurements shall be adopted as per I. S. I. Code No. 1200-1964 (Revised) for Indian Standard Method of measurements in Building work.

### **Bricks**

All bricks shall be of approved quality of standard specifications, made of good brick earth, uniform deep red, cherry or copper colour, thoroughly burnt in kiln (machine made) without being vitrified, regular in shape and size, sound, hard, homogenous in texture, true to shape and of standard dimensions and shall be free from cracks, chips, flaws, stones or humps of any kind and shall not show appreciable signs of efflorescence either dry or subsequent to soaking in water. The size of bricks shall be conventional (9-3/4 inch x 4-3/4 inch x 2-3/4 inch). The bricks shall emit a clear ringing sound on being struck and have min. crushing strength of 105 Kg / sq. cm. All the bricks which absorb water more than 20% of their own dry weight after 24 hours immersion in cold water shall be rejected.

### **Coarse Aggregate for Cement Concrete works**

Stone chips or stone ballast for cement concrete (plain or reinforced) shall be hard, of uniform & fine texture, free from faults or planes of weakness and free from weathered faces. The ballast or chips must be free from loam, clay or any surface coating, free from organic matter or other impurities and screened, free of dust.

### **Sand**

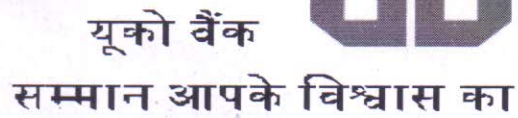
All sand shall be clean sharp & free from clay, loam, organic or any other foreign matter, shall be obtained from approved source. The contractor has to get the sample of sand to be used in different kinds of works approved by the Engineer-in-Charge before using the same in work. Sand which in the opinion of Engineer-in-Charge or his authorized representative is dirty, must be washed to his satisfaction at the cost & expenses of contractor.

### **Cement**

Cement approved by Engineer-in-Charge shall be used in work. Cement bags must be stored in water – tight shed having wooden floor or platforms raised at least 50 mm from ground as approved by Engineer-in-Charge. Cement which is partially set or which is lumpy or caked is to be treated as damaged and shall be removed from the site immediately.

### **Steel**

All steel shall be clean and free from loose mill scales, dust, loose rust and coats of paints, oil or other coatings. Any scale or loose rust shall be removed before use and to be approved by Engineer-in-Charge.



Honours your trust

shape



# Diagram of Proposed Boundary wall at New Town

Not to scale