

ZONAL OFFICE, KOLKATA

225C, AJC Bose Road, Macneil Court, Kolkata - 700020

**TENDER FOR RENOVATION & MAJOR CIVIL REPAIR WORKS AT
PREMISES OF UNION BANK BUILDING AT 5, CHOWRINGHEE
PLACE, DHARAMTOLLA, KOLKATA - 700013**

**(Limited tender - Contractors empaneled in Kolkata for
Civil/Furnishing works only)**

Date of issue of Tender : 30.10.2026
Last date for submission of tender : 09.11.2026 upto 3.00 pm.
Opening of Bid : 09.11.2026 at 4.00 pm.

<u>Owner:</u> Union Bank of India, Zonal Office, Kolkata 225C, AJC Bose Road, Macneil Court, Kolkata - 700020 Contact: 9205190996 e-mail: pnd.fgmokolkata@unionbankofindia.bank.in fgm.kolkata@unionbankofindia.bank.in	<u>Consultant:</u> M/s Sudip Sur & Associates 14/2, Kali Kumar Mukherjee lane, Sibpur, Howrah - 711102 Contact: 8910513714, 9830017895 e-mail: sudip.arch@gmail.com
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UNION BANK OF INDIA

ZONAL OFFICE, KOLKATA

225C, AJC Bose Road, Macneil Court, Kolkata - 700020

To,

Contractors empaneled with Union Bank of India in Kolkata for Civil/Furnishing works only

NOTICE INVITING TENDER

Sub.: Tender enquiry for RENOVATION & MAJOR CIVIL REPAIR WORKS AT PREMISES OF UNION BANK BUILDING AT 5, CHOWRINGHEE PLACE, KOLKATA - 700013

We hereby invite you to submit your quotation for above mentioned work. The specifications, special conditions of contract and schedule of work to be carried out is enclosed herewith. You are requested to inspect the site and the nature of work prior to submitting the tenders. You are requested to submit your most competitive offer complete in all respect at the below mentioned address by 03.00 p.m. on 09.11.2026 in a sealed cover with the name & address of your firm on the left-hand bottom corner.

Chief Manager (Operations) Union Bank of India, Zonal Office 225C, 1 st Floor, AJC Bose Road, Macneil Court, Kolkata - 700020

Tender forms can be downloaded from 30.10.2026 to 09.11.2026 from Bank's website. The tender forms can also be obtained from Zonal Office, Kolkata at above mentioned address on payment of Rs. 500/- (Rs. Five Hundred Only), non-refundable.

The last date of submission of tenders, duly filled in, is up to 3.00 p.m. on 09.11.2026 to the address mentioned above. The rates shall be filled both in words and figures.

The cost of **Tender document Rs.500.00 (non-refundable) & Earnest money Deposit of Rs. 50,000.00** by way of A/c Payee Demand Draft, in favor of **UNION BANK OF INDIA payable at Kolkata** must accompany each tender. A tender not accompanied by such Demand Draft will not be considered. The Earnest Money Deposit of the unsuccessful tenderer will be returned without any interest within fifteen days from the date when the decision for award of work is taken by Bank.

This Earnest Money Deposit shall not bear any interest and shall be forfeited in the event of evasion, refusal or delay on the part of the tenderer to sign & execute the contract on acceptance of his tender. The EMD without any interest will be returned to the tenderer if his tender is not accepted.

The rates quoted will include and cover all cost, expenses, liabilities of very description and all risk of every kind to be taken in execution and handing over the work to the Bank.

The Tenderer must check all the pages of the Tender Form at the time of collecting the Tender from this office, If any pages is found missing, it shall be immediately brought to the notice of the Bank, It may be noted that the Tender will be disqualified if any page is found missing after opening the Tender.

Each page of the tender shall bear the signature of the bidder over his name stamp.

The Bank reserves the right to accept or reject lowest or any other bid in full or in part and/or accept any bid other than the lowest in full or in part without assigning any reason, whatsoever. No correspondence will be accepted/entertained in this connection and Bank's decision shall be final, conclusive and binding on all.

The following documents, forming a part of tender, are enclosed herewith.

1. Tender Notice
2. Introduction.
3. Special Instructions & conditions.
4. Letter of Offer.
5. Preamble to B.O.Q.
6. Mode of Measurement.
7. List of Approved Manufacturers for materials.
8. Bill of quantities.

This tender notice shall form part of the contract and non- submission of tender in the above manner will render your offer liable for rejection.

Thanking you,

ZONAL HEAD

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Signature & Seal of Contractor

GENERAL INFORMATION

Scope of Work:

The Bank intends to initiate repair & renovation work of Bank owned building located at 5, Chowringhee Place, Dharamtolla, Kolkata - 700013 (Opp. KMC Office Building)

The major works include Exterior & Interior Painting of the common areas, Fixing of paver block around the building, Installation of shed around the building & Repairing of doors, windows etc.

Estimated Value of Work - Rs.22.72 Lakhs + GST

1.1 The Tender:

Sealed item rate tenders are invited on behalf of M/s UNION BANK OF INDIA, for the proposed RENOVATION & MAJOR CIVIL REPAIR WORKS AT PREMISES OF UNION BANK BUILDING AT 5, CHOWRINGHEE PLACE, KOLKATA - 700013.

1.2 Filling in the Tender:

Tender not properly filled, mutilated, with incorrect calculations or generally not complying with the conditions shall be rejected.

1.3 The Rates:

Tenderers should quote their rates both in figures and in words. The schedule of quantities must be fully priced and the total of each page along with carried over figures of the previous page shall be given in ink and signed by the tenderer. No blank space shall be left. If any discrepancy is found in the rates quoted in figures and in words; the rate quoted in words will be considered.

1.4 Submission:

Sealed tenders with name of the work and the name of the tenderer written on the envelope must be submitted to Chief Manager (Operations), UNION BANK OF INDIA, Zonal Office, 225C, 1st Floor, AJC Bose Road, Macneil Court, Kolkata - 700020, latest by **09.11.2026 upto 3:00 p.m.** and will be opened on **09.11.2026 at 4:00 p.m.** at the same office.

1.5 Signing the Tender:

If the tender is made by or on behalf of a company, incorporated under the Companies Act (of 2013), it shall be signed by their Managing Director, or one of the directors duly authorized on that behalf. If it is made by partnership firm, it shall be signed with the co-partnership name by a member of the firm who shall sign in his own name and give the name and address of each partner of the firm and attach a copy of power of attorney/ authorization letter with the tender, authorizing him to sign on behalf of the other partners. A certified copy of the registered partnership deed shall also be submitted along with the tender.

1.6 Acceptance Period:

The tender shall remain valid for acceptance, for a period of 60 days from the date of opening of tender.

1.7 Site Inspection:

Every tenderer is expected to inspect the site of the proposed work before quoting his rates. They must also go through all the drawings and documents. It will be construed that the contractor has inspected the site at his own cost, and the quoted rates shall hold good in all conditions.

1.8 Schedule of quantities:

A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Employer/Consultant do not accept any responsibility for the correctness or completeness of the schedule, in respect of items and quantities and this schedule is liable to alterations by omissions, deductions or additions at the discretion of the Employer/Consultant without affecting the terms of the contract. The Employer reserves the right to completely delete any item from the scope of the work without affecting the terms of the contract.

1.9 Contractor's Rates:

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The contractor's rates must include the cost of transportation of material to the site, storage at site, all taxes such as Sales Tax, Income Tax, etc. and the fixing or placing in position for which the items of work is intended to be operated.

1.10 Interpretation:

In interpretation of the specifications the following order of decreasing importance shall be followed:

- (a) Schedule of quantities
- (b) Schedule of materials.
- (c) Schedule of workmanship.
- (d) Drawings.
- (e) Particular or special specifications.
- (f) General Specifications.

Matters not covered by the specifications given in the contract as a whole shall be covered by the relevant Indian Standard Codes. If such codes for a particular subject have not been framed, the decision of the Employer/Consultant shall be final and binding.

1.11 Alterations in Notice Inviting Tenders:

No alterations shall be made by the tenderer in any page/part of the tender documents and if any such alterations are made or any special condition attached, the tender is liable to be rejected.

1.12 Acceptance of Tender:

The acceptance of the tender will rest with the Employer, who does not bind himself to accept the lowest tender and reserves to himself the authority to, reject any or all of the tenders received, without assigning any reason(s). The Employer reserves the right of accepting the whole or any part of the tenders and the tenders shall be bound to perform the same at their quoted rates.

1.13 Site Supervision:

The work shall be carried out under the direction and supervision of the Employer/Consultant or their representative at site. On accepting the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work on day to day basis.

1.14 Quality:

The Employer's/Consultant's decision with regard to the quality of the material and workmanship will be final and binding. Any material rejected by the Employer/Consultant shall be immediately removed by the contractor from the site at their own cost.

1.15 Commencement of work/Period of Completion:

The Contractor shall commence work on site within 3 days from the date of issue of the letter of intent. This date shall be considered as the date of Commencement of the said work. Time is the essence of the Contract. All works as per this tender shall be completed within **60 days** from the date of Commencement.

1.16 Defects Liability Period :

Any defects developed within 'Defect Liability Period' of 12 months from the date of completion, will have to be rectified by the contractor at their own cost. In case of failure to do so, the employer with the concurrence of the consultants, shall get the rectification work done by some other agency at the risk and cost of the contractor. The rectification of such defects shall be taken immediately or receipt of written notice from the Employer/Consultant and such defects may extend" liability period".

1.17 Part Occupation:

If owners want to occupy areas in part, the contractor shall have to complete the work of the areas in conjunction with the Employer and hand over the same to the Employer without affecting any of the Clauses of the contract agreement.

1.18 Contract Signing:

After acceptance of the tender, the tenderer shall sign the necessary contract papers within 2 days of the intimation, Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. In case of delay, the 'Earnest Money' may be forfeited and the tender cancelled or the contract ceased as per terms of the tender. The tenderer shall thus be bound, even though the formal agreement has been executed and signed by the tenderer.

1.19 Earnest Money Deposit :

- (a) EMD of Rs 50,000/- (Rs. Fifty thousand Only) in the form of Bank Draft only and in favour of UNION

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BANK OF INDIA, payable at KOLKATA, shall be submitted along with tender.

The tender received without EMD or in any other form than as stated above may be rejected. The EMD shall be refunded to the unsuccessful tenderer within one month of the opening of the tender. The EMD shall be retained in addition to the retention money and shall be returned on completion of the Project.

(b) The Retention Money/EMD amount shall not bear any interest.

(c) MSEs are exempted from payment of earnest money, subject to furnishing of relevant valid certificate

The contractor whose tender is accepted will have to deposit as security deposit equivalent to EMD, if not enclosed along with tender due to exempted criteria. The security deposit will have to be made within 7 days from the date of acceptance of tender, failing which the Bank at its discretion may revoke the letter of acceptance and necessary action may be initiated.

1.20 Refund of Deposit:

50% of the retention amount plus EMD/ Bid security shall be refunded to the contractor on issue of Virtual completion Certificate. The remaining 50% retention amount & EMD shall be refunded to the contractor without any interest in 14 days after the defect liability period i.e 12 months.

1.21 Supply of materials:

Owner does not bind himself to supply any materials whatsoever required for the work. The quality/ make of material purchased by the contractor shall be exactly same as mentioned in the schedule of materials and shall be got approved by the Consultants. No liberty/relaxation in this regard will be entertained.

1.22 Insurance:

The successful contractor shall take out Contractor All Risk (CAR) insurance policy, in the name of the contractor, and the original policy shall be deposited with the Owner. The policy shall cover Clause as under -

(a) The contractor shall at all time indemnify and keep indemnified the Employer and its officers, servants, clients and any other guest, customer or person moving in the work premises from and against all third party claims whatsoever (including but not limited to property loss and damage, personal agents of the contractor, any subcontractors and/or the Employer) and the Contractor shall at his own cost and initiative at all times up to the successful conclusion of the defect liability period specified in Clause 1.16 hereof take out and maintain all insurable liabilities under his Clause, including but not limited to third party insurance and liabilities under the Motor Vehicles Act, Risk Insurance Act and/or other Industrial Legislation from time to time in force in India with insurance company (ies) approved by the Owner, and such policy(ies) shall be of not lesser limit than the limits hereunder specified with reference to the matters hereunder specified namely.

(i) Workmen's Compensation Insurance -to the limit to which compensation may be payable under the laws of the Republic of India.

(ii) Third Party Insurance- body injury and property damage to the limit of not less than Rs.1,00,000/- (Rupees One Lac only) in each accident at all job sites. Provided that limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not in any way limit the contractor's liability in terms of this Clause to the limit (s) specified.

(b) Should the Contractor fail to take out and /or keep afoot insurance as provided for in the foregoing Sub-Clause, the Employer shall be entitled (but without obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor, and without prejudice to any other rights or remedies of the Employer in this behalf, to deduct the sum(s) incurred, from the dues of the Contractor.

1.23 Period of Policies:

All insurance covers mentioned above shall be kept alive during the completion period of contract and defects liability period.

1.24 Liquidated Damages:

Entire project will be completed and handed over within agreed timing in a phased manner. Employer shall levy liquidated damages by way of penalty a sum at the rate of Rs. 1000/- (Rupees One Thousand Only) per day of delay, maximum up to 10% of tender amount.

1.25 Extra Items :

The rates of all authorized extra items or additional, altered or substituted work shall be worked out as follows:

(i) The rates shall be based on or derived from the existing rates in the contract as far as possible

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- and to the maximum extent possible from the same class & nature of work.
- (ii) Where the rates cannot be derived in the manner of (i) above, the same shall be worked out on the basis of most competitive Market Rates inclusive of any taxes, plus 15% for contractor's profit, overheads and supervision charges or as suggested by the Consultant.
 - (iii) The contractor shall, within 3 days of the date of receipt of an order to carryout the above or within 3 days after having carried out the above work, submit the rates which he proposes to claim for such items of work, supported by rate analysis and vouchers. The project engineer shall with due analysis and justification communicate to the contractor the rate admissible for these items, within a period of one month.

1.26 Escalation:

No escalation on labour, material or any other statutory levy/tax will be paid to the contractor during the progress of the project and during the defect liability period. No alteration in this Clause will be acceptable.

1.27 Receipt of Tenders:

Tenders along with all the copies, drawings etc. in sealed envelope will be received as stated in clause 1.4 above.

1.28 E.S.I. (Employees State Insurance), Provident Fund & Works Tax:

ESI charges, Provident fund charges & works contract tax, if applicable, shall be borne by the Contractor.

APPENDIX

SUMMARY OF VARIOUS CLAUSES

1.	Tender Start Date	:	30.10.2026
2.	Last Date & Time for submission of Tender	:	09.11.2026 upto 3:00PM
3.	Date & Time of opening of bids	:	09.11.2026 at 04:00PM
4.	Tender Document Fee	:	Rs. 500/- (Rs Five Hundred Only) in the form of Demand Draft in favour of UNION BANK OF INDIA payable at Kolkata
5.	Date of commencement of work (1.15)	:	3 days from the date of issue of work order.
6.	Period of completion (1.15)	:	Within 60 days from the date of commencement.
7.	Defects Liability period (1.16)	:	12 months from the date of virtual completion.
8.	Earnest Money Deposit (1.19 a)	:	Rs. 50,000/- (Rs Fifty thousand Only) along with Tender in the form of the Demand Draft in favour of UNION BANK OF INDIA payable at Kolkata.
9.	Retention Money (1.19 b)	:	8% of the certified value of Bill.
	(a) Running Bills	:	Bills can be raised monthly on actual work done basis.
	(b) Final release	:	50% of the retention amount plus EMD/ Bid security will be refunded to the contractor on issue of Virtual completion Certificate. The remaining 50% retention amount & EMD shall be refunded to the contractor without any interest in 14 days after the defect liability period.
10.	Value of work for interim bill	:	Minimum Rs. 8.00 lakhs
11.	Liquidated damages (1.24)	:	@ Rs. 1000/- per day, subject to 10% of total contract value.

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Signature & Seal of Contractor

TENDER FORM

To,

The Zonal Head,
Union Bank of India, Zonal Office,
225C, 1st Floor,
AJC Bose Road, Macneil Court,
Kolkata - 700020

SUB: RENOVATION & MAJOR CIVIL REPAIR WORKS AT PREMISES OF UNION BANK BUILDING AT 5,
CHOWRINGHEE PLACE, KOLKATA - 700013

Dear Sir,

With reference to the tender by you for the above proposed work, I/we write this after

- (a) having examined the design, drawings details, schedule of quantities, schedule of materials, schedule of workmanship, instructions to tenders, draft agreement and having thoroughly gone through all the pages of the Tender documents & having understood the facts intended to be conveyed therein the tender annexed thereto (here-in-after called the Contract Documents) relating to the proposed work.
- (b) having visited and examined the work site of the proposed work and,
- (c) having acquired with the requisite information as affecting the tender.

I/We, undersigned, hereby offer to execute the proposed work in strict accordance with the contract documents for the consideration to be calculated in terms of the priced schedule of quantities.

I/we undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon receiving possession of the site.

I/We further undertake that on failure, subject to the condition of the contract relating to extension of time, I/We shall pay the agreed 'Liquidated Damages' to the Owner the sum named in the Appendix to the conditions of contract, Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as 'Earnest Money' of **Rs. 50,000/- (Rs. Fifty Thousand Only)** carrying no interest and I/We do hereby agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so.

I/We further agree to the deduction of 8% from the 'Interim Payment' towards the 'Retention money, which will be returned as per the relevant Clauses in the agreement.

Yours faithfully

Name of the partners of the firm

OR

Name of the persons having Power-of Attorney to sign the contract.

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ARTICLES OF AGREEMENT (DRAFT)

(Draft will be modified by Bank's Law Officer as per requirement)

ARTICLES OF AGREEMENT made at _____ this _____ day of _____ Two Thousand and Twenty-three.

BETWEEN

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

AND

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

WHEREAS

- i. The Bank is desirous of _____ (Works) on its _____ at _____.
- ii. The Bank has already appointed and retained M/s _____, having its Office at _____ and _____ Registered Office at _____ as Architect / Consultant for the Works or the Project.
- iii. The Bank has caused the drawings and bills of quantities showing and describing the Works to be done to be prepared by or under the direction of the Consultants / Architect;
- iv. The Bank had invited tenders for _____ work in accordance with the general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings, as prepared by the Interior Consultants / Architect and furnished to the Contractor.
- v. Having examined the general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings as prepared by the Consultants / Architect, the Contractor offered to execute, complete and maintain the whole of the Works relating to the Project in conformity with the said general conditions of contract, special conditions of contract, technical specifications, bills of quantities and working drawings and in accordance with instructions issued by the Consultants / Architect and the Contractor submitted its tender for the contract sum of Rs. _____ towards the said work.
- vi. The tender submitted by the Contractor was, after negotiations, modified/alterd upon the Contractor agreeing to revise the rates of certain items and further offering a rebate for execution and completion of the Project thereby reducing the tender amount to Rs. _____ as confirmed by its letters dated _____.
- vii. Towards the implementation of the Project, the Contractor has supplied the Bank with a fully priced copy of the said bills of quantities (which copy is hereinafter referred to as "the Contract Bills") and the drawings numbered as mentioned in the Annexure 11 of the Tender document inclusive (hereinafter referred to as "the Contract Drawings") and the Contract Bills and the contract Drawings have been signed by or on behalf of the parties hereto:
- viii. The Contractor has already agreed with the Bank to implement and execute the Project in full on the basis of the contract documents as hereinafter defined on the terms and conditions therein contained;
- ix. The parties are now executing this Agreement setting out the basic terms of the agreement between them for smooth implementation and execution of the Project without any unnecessary difference or dispute.

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NOW IT IS HEREBY AGREED as follows:

1. The Contract Document is comprising of

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

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

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

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

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

3. All time limits stated in the Contract Document are of the essence of the contract where the work has to be completed within 5 months failing which liquidated damages will be recovered @ 0.5% of contract amount for per week of delay subject to maximum recovery of 10% of the contract amount.

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

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

6. INTENT

The intention of arrangement is to secure the performance of the Contractor's obligations to the satisfaction of the Bank / Architect / Consultant. All labour, material, equipment, constructional plant and transportation necessary for the proper execution of the Project is to be provided by the Contractor and should only be of the approved manufacturer/agencies respective kinds as described in the Contract Documents which is to be subjected from time to time to such tests as the Engineer/ Consultant's representative may direct. In case the required material/services of approved manufacturers/agencies are not available or are not upto the mark the Contractor shall procure

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material/ services from such other manufacturer/agencies as may be approved by the Consultant / Bank and the Contractor shall submit rate analysis for such material.

7. EXTENT

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

8. TYPE OF CONTRACT

The Contract is Item Rate contract. The Contractor shall be paid for the actual quantity of Work done, as measured at Site, at the rates quoted by him in the Contract Bills. The contractors have

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

9. CONTRACTORS COVENANTS

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

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- viii. The Contractor shall be fully responsible for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works, or for the design or specification of any Temporary Works prepared by the Consultant.
 - ix. The Contractor shall promptly inform the Consultant of any error, omission, fault and other defects in design, drawing or specifications for the Works, which are discovered while reviewing the Contract Documents or in the process of execution of the Works.
 - x. The Contractor shall arrange for the permits and licenses for release of materials, which are under Government control subject to the Bank giving all the necessary assistance and upon being advised by the Consultant signing any forms or applications that may be necessary.
 - xi. The Contractor shall comply with the provisions of legislation prevailing during the currency of contract.
10. The Contractor shall keep the Bank saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen.

11. GENERAL CONDITIONS

- i. The schedule of Quantities given in the Contract Bill are provisional and are meant to indicate the intent of the Work and to provide a uniform basis for tendering. The Bank reserves the right to increase or decrease any of the quantities or to totally omit any item of Work and the Contractor shall not claim any extras or damages on these grounds.
 - ii. Any error in description or in quantity or omission of items from the Contract Bill shall not vitiate this Contract but shall be treated as a variation.
 - iii. The rates quoted by the Contractor in the priced bill of quantities (Contract Bills) shall be treated as firm and the contract sum shall be deemed to have been calculated with reference to the cost of execution of Works as set out in Contract Documents and shall not be adjusted or altered for any reason other than any adjustments on account of statutory rise or fall in the cost of labour and/or material or any other matters affecting the cost of execution of Works, or price variation adjustment formula if provided.
12. Notwithstanding anything contained elsewhere in any of the clauses of the tender, the prices/rates quoted for each item/Work in the Bills of Quantities shall be deemed to be inclusive of all direct and indirect costs, duties, taxes, sales tax, consignment tax, octroi/local tax, Works contract tax, etc. on any of inputs, royalty on quarried items etc. that may be involved in completing the item/Work as required in the fulfillment of all obligations under the contract and to the satisfaction of the Engineer. Additional GST, Taxes / Levies by Central / State Government legislations after opening of tender shall be reimbursed to the contractors as per actuals.
13. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for Work actually done and completed, and shall not preclude the repairing of bad, unsound, and imperfect or unskilled Work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in anyway the power of the Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date of certificate of completion furnished by the Consultant and payment shall be made within eight (8) weeks from the date of receipt of final Certificate from the Consultant.

14. INSURANCE

- i. Without limiting the obligations and responsibilities under Contract Clause for Care of Work the Contractor shall effect third party insurance with an insurer and in terms approved by the Bank in the joint names of the Bank and the Contractor-

- ii. against all loss or damage from whatever cause arising, other than the excepted risks stated in contract clause of the General Conditions for which the Contractor is to be held responsible under the terms of the Contract so as to cover the Bank and the Contractor during the period beginning with commencement of the Works until the date stated in the Certificate of Completion for the whole of the Works.
- iii. against any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purposes of completing the outstanding Work during the Defects Liability period pursuant to the Undertaking given at the time of applying for the issue of Certificate of Completion.
- iv. against any loss or damage occasioned by the Contractor in the course of any operations carried out by him for rectifying any defect in perfection or fault appearing during the progress of the Work or during the Defects Liability Period.
- v. against any loss or damage occasioned by the Contractor in the course of any operations carried out by him for searching the cause of any defect, imperfection or fault appearing during the progress of the Works or during the Defects Liability Period.
- vi. against any liability for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the sub-Contractor provided the sub-contractors shall not have insured against such contingency. (Insurance against accident etc. to workman)
- vii. Unless otherwise instructed the Contractor shall insure the Works and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood.
- viii. The Contractor shall maintain Contractors' all risks insurance policy covering loss, damage, theft, burglary etc. of all materials and equipments, temporary Works and the Work shall be insured for a total sum equal to the value of all such items plus 10% of such value.

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

- 15. The Contractor shall deposit the policy and receipt for premiums paid with the Bank within 21 (twenty-one) days from the date of issue of Work order unless otherwise instructed. In default of the Contractor insuring as provided above, the Bank on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the Work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the Works in the same manner as though the insured risk/contingency has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebinding or reinstatement after the occurrence of the insured risk/contingency shall be entitled to such extension of time for completion as the Bank may deem fit.
- 15.1 Such insurance shall continue during the whole of the time of continuance of Work and/or during such time that any persons are employed by him on the Works and shall when required produce before the Bank or the consultant, such policy of insurance and the receipt for payment of the earlier premium and the current premium.
- 15.2 The insurance shall be effective in such manner that the Bank is indemnified under the policy. In the event of the sub-contractor having effected an insurance against accident etc. to the workmen the Contractor shall require such sub-contractor to produce to the Bank / consultant when required, such policy of insurance and the receipt for the payment of the current premium, then in that event insurance under clause (vii) hereof by the Contractor shall not be necessary.
- 16. The Contractor shall provide for adequate cover to the Bank as per the provisions of Workmen Compensation Act.
- 17. The Contractor shall make available the insurance cover note before the commencement of the Work and shall notify any change in the nature or extent of the Work and also make available additional insurance of Works if required in special circumstances.

Classification: Internal

18. DEFECTS LIABILITY

- a. Any defects, shrinkages or other faults which shall appear within the Defects Liability Period of 12 months from the date of handing over the works and which are due to materials or workmanship not in accordance with this contract or on account of failure on the part of the Contractor to comply with any of his obligations expressed or implied shall be specified by the consultant in a schedule of defects which he shall deliver to the Contractor not later than 14 days after the expiration of the Defects Liability Period, and within a reasonable time after receipt of such schedule the defects, shrinkages and other faults therein specified shall be made good by the Contractor and (unless the consultant shall otherwise instruct, in which case the contract sum shall be adjusted accordingly) entirely at his own cost.
- b. The Contractor shall make good at his own costs and to the satisfaction of the consultant, all defects, shrinkages or other faults arising in the opinion of the consultant / engineer from Work or materials not being in accordance with the drawings or specifications or schedule of quantities or the instructions of the Engineer / consultant, which may appear within the "**Defects Liability Period of 12 months from the date of handing over completed site**" referred to in the Appendix to General Conditions. All defects, shrinkages or small faults arising from any other cause not attributable to the Contractor shall be rectified by the Contractor as an additional work.
- c. In the event of failure of the Contractor to carry out any such work to the satisfaction of the Engineer / consultant within seven (07) days, the Bank shall be entitled to carry out the same at the Contractor's costs and all expenses consequential and incidental thereto shall be deducted by the Bank from any monies due or to become due to the Contractor.
- d. When in the opinion of the Engineer / consultant any defects, shrinkages or other faults which he may have required to be made good under sub-clause (1) and (2) of this condition shall have been made good he shall issue a certificate to that effect, and completion of making good defects shall be deemed for all the purposes of this contract to have taken place on the day named in such certificate.

19. SPECIAL RISK

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

20. STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES

The Contractor shall comply with and give all notices required by any Act of Parliament, any instrument rule or order made under any Act of Parliament, or any regulation or byelaw of any local authority or of any statutory undertaker which has any jurisdiction with regard to the Works or with whose systems the same are or will be connected. The Contractor before making any variation from the contract drawings or the contract bills necessitated by such compliance shall give to the Engineer / consultant a written notice specifying and giving the reason for such variation and the Engineer / consultant may issue instructions in regard thereto. If within 7 days of having given the said written notice the Contractor does not receive any instructions in regard to the matters therein specified, he shall proceed with the Work confirming to the Act of Parliament, instrument, rule, order, regulation or byelaw in question and any variation thereby necessitated shall be deemed to be a variation required by the Engineer / consultant.

There shall be no Employer-Employee relationship whatsoever between the bank and the successful bidder / his sub-contractors/agents/labourers /employees/staff/representatives. The bidder shall be liable for compliance of all labour laws applicable in connection with the contract and shall be responsible for payment of wages/arrears of wages under the applicable laws.

21. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

- a. All the Works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike

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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 consultant /Engineer during the execution of the Work, and to his entire satisfaction.

- b. If required by the consultant /Engineer the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the consultant /Engineer at his own cost to prove that the materials etc., under test conform to the relevant I.S. Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc., shall have to be borne by the Contractor. No extra payment on this account should in any case be entertained.
- c. In case contractor is delaying or refusing or avoiding testing of material, the consultant/engineer shall arrange for carrying out testing of material and the necessary expenditure in carrying out the testing, transportation and incidental expenses shall be recovered from the contractor.
- 22. All the materials (except where otherwise described) stores and equipment required for the full performance of the Work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the Contractor/s must be entirely responsible for the proper and efficient carrying out of the Work. The Work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the Consultant/Engineer when so directed by the Consultant / Engineer and written approval from Consultant / Engineer must be obtained prior to placement of order.
- 23. During the inclement weather the Contractor shall suspend concreting and plastering for such time as the Consultant /Engineer may direct and shall protect from injury all Work when in course of execution. Any damage (during constructions) to any part of the Work for any reason due to rain, storm or neglect of Contractor shall be rectified by the Contractor in an approved manner at no extra cost.
- 24. If the Work be suspended by reason of rain, strike, lock-outs or any other cause, the Contractor shall take all precautions necessary for the protection of Work and at his own expenses shall make good any damage arising from any of these causes.
- 25. The Contractor shall cover up and protect from damage from any cause, all new Work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the Work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the Contractor at his own expenses.

26. SUBSTITUTION

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

27. INSPECTION OF WORKS

- a. All materials and workmanship shall be subject to inspection, examination and test at any and all times during manufacture and/or construction. The Consultant may issue instructions requiring the Contractor to open up for inspection any Work covered up or to arrange for or carry out any test at any and all times.
- b. The Consultant / Engineer shall have the right to reject the defective material and workmanship or require its correction.
- c. The test of any materials or goods (whether or not already incorporated in the Works) or of any executed Work, and the cost of such opening up or testing (together with the cost of making good in consequence thereof) shall be added to the contract sum unless provided for in the contract bills or

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unless the inspection or test shows that the Work, materials or goods are not in accordance with this contract.

- d. The Consultant / Engineer may issue instructions in regard to the removal from the site of any Work, materials or goods, which are not in accordance with this contract.
- e. The Engineer may (but not reasonably or vexatiously) issue instructions requiring the dismissal from the Works of any person employed thereon.
- f. On the failure of the Contractor to comply with any of the Engineer's instructions the Engineer may proceed to replace or correct such material/workmanship entirely at the cost of the Contractor.

28. REMOVAL OF IMPROPER WORK

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

30. PROTECTIVE MEASURES

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

31. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS.

- 31.1 The Contractor shall conform to the provisions of any Acts of the Legislature relating to the Work, and to the Regulations and Bye-laws of authorities, and/or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that maybe associated to so conform, give the Consultant / Engineer written notices, specifying the variations proposed to be made and the reasons for have making them and apply for instruction thereon. The Consultant / Engineer on receipt of such intimation, shall give a decision within a reasonable time.
- 31.2 The Contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the Work and lodge the receipts due with the Bank.

32. ASSIGNMENT AND SUB-LETTING

- 32.1 The whole of the works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Bank and no subletting shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the Work during their progress.

- 32.2 The Contractor shall not assign the Contract or any benefit or interest therein or thereunder, otherwise than by a charge in favour of the Contractor's bankers of any monies due or to become due under this Contract, without the prior written consent of the Bank.
- 32.3 The Contractor shall not sub-let the whole of the Works except where otherwise provided by the contract, the Contractor shall not sublet any part of the Works without the prior written consent of the Engineer, which shall not be unreasonably withheld, and such consent, if given shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Provided always that the provision of labour on a piecework basis shall not be deemed to be a subletting under this clause. The Contractor shall co-ordinate and shall be responsible for all aspects of his sub-contractor(s) without being relieved of any of his obligation under the contract.
- 32.4 If, the contracting agencies are violating the tender terms and sub-let the work without bank's consent and the same is brought to the notice of the Bank, the Bank will be entitled to recover 5% of such work as penalty besides initiating measures as provided in contract.
33. If, at any time during the execution of the Works, the Consultant / Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of the General Conditions unless a provisional sum in respect of such anticipated Work shall have been included in the Bill of Quantities.
34. The Contractor shall in connection with the Works provide and maintain at his own costs all lights, guards, fencing and watching when and where necessary or required by the Consultant / Engineer or the Bank, or by any duly constituted authority, for the execution and for the protection of the Works, and/or for the safety and convenience of the public / others.
35. The Contractor shall, in accordance with the requirements of the Consultant / Engineer, afford all responsible opportunities for carrying out their Work to any other Contractors employed by the Bank and their workmen and to the workmen of the Bank and of any other duly constituted authorities who may be employed in the execution on or near the Site of any Work not included in the contract or of any contract with the Bank may enter into in connection with or ancillary to the Works. The Contractor will not be paid any compensation on this account.
36. Shall keep the Site reasonably free from unnecessary store of constructional plant and machinery, wreckage and rubbish during progress of Works and on completion leave the whole site clean and in a workmanlike condition to the satisfaction of the Consultant / Engineer.

37. Default of Contractor

37.1 If the Contractor

- i. being a company presents a petition for winding up and/or goes into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or
- ii. shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or
- iii. if a Receiver of the Contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the contract, and if so required by the Bank to give reasonable security therefor, or
- iv. if the Contractor shall suffer execution to be issued, or
- v. shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor, or
- vi. shall assign, charge or encumber this contract or any payments due or which may become due to the Contractor without the consent in writing of the Bank first obtained, thereunder, or
- vii. shall agree to carry out the contract under a committee of inspections of his creditors, or
- viii. shall have an execution levied on his goods, or

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- ix. shall use improper materials or workmanship in carrying on the Works, or
 - x. shall in the opinion of the Bank not exercise such due diligence and make such due progress as would enable the Work to be completed within due time agreed upon, and
 - xi. the Consultant / Engineer certifies in writing that the Contractor has failed to commence the Works or failed to proceed with the Works after the suspension order when so called upon by the Consultant / Engineer, or
 - xii. shall abandon the contract,
 - xiii. without reasonable excuse has failed to commence the Works or have suspended the progress of Works for 28 days after receiving from the Consultant / Engineer written notice to proceed on
 - xiv. has failed to remove materials from the site or to pull down or replace for 28 days after receiving from the Consultant / Engineer written notice that the said materials or Work has been condemned and rejected by the Consultant / Engineer under these conditions or
 - xv. despite previous writings by the Consultant / Engineer in writing has failed to execute Works in accordance with the contract, or is persistently or flagrantly neglecting to carry out his obligations under the contract or as to the detriment of good workmanship or in defiance of the Consultant / Engineer's instructions to the contrary, sublet any part of the contract then and in any of the said cases the Bank may notwithstanding previous waiver
 - a) determine the contract by after giving 14 days notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the Works subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor)
 - b) further the Bank or his agent, or servants, may enter upon the Site and take possession of the Work and all Constructional Plant, amenities, unused materials, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads reserved for the execution of the Works and
 - sell the same as his own property or
 - may employ the same by means of his own servants and workmen in carrying on and completing the Works or
 - by employing any other Contractors or other persons or person to complete the Works, and the Contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other Contractors or other persons or person employed from completing and finishing or using the materials and plants for the Works when the Works shall be completed, or as soon thereafter as conveniently may be, the Bank shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt by him the Bank may sell the same by Public Auction and shall give credit to the Contractor for the amount so realized.
- 37.2 Any expenses or losses incurred by the Bank in getting the Works carried out by other Contractors shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or due on account of Work carried out by the Contractor prior to engaging other Contractors or against the Security Deposit.
- 37.3 Upon such entry and expulsion by the Bank the Consultant / Engineer may adopt an appropriate mode at his discretion and certify the amounts, if any, that had at the time of such entry and expulsion reasonably been earned in respect of the work actually done by him and the value of any unused or partially used materials, any Constructional Plant and any amenities brought into existence exclusively for execution of the Works.
- 37.4 If the Bank shall enter and expel [the Contractor] under this Clause, he shall not be liable to pay to the Contractor any money on account of the Contract, until the expiration of the Defects Liability Period and thereafter until the costs of execution, damages for delay in completion, if any, and all other expenses incurred by the Bank have been ascertained and the amount thereof certified by the Consultant / Engineer. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Consultant / Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which

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would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Bank the amount of such excess and it shall be deemed a “debt due” by the contractor to the Bank and shall be recoverable accordingly.

38. DEFAULT OF THE BANK

38.1 The Contractor may, if

- a. The Bank does not pay to the Contractor the amount due on any certificate within six weeks from the receipt of Certificate from the Consultant honouring certificates named in the appendix to these conditions and continues such default for 7 days after receipt by registered post or recorded delivery of a notice from the Contractor stating that notice of determination under this condition will be served if payment is not made within 7 days from receipt thereof; or
- b. The Bank interferes with or obstructs the issue of any certificate due under this contract; or
- c. The carrying out of the whole or substantially the whole of the uncompleted works is suspended by the Bank for a continuous period of 90 days without any valid reason;
- d. The Bank becomes bankrupt or makes a composition or arrangement with his creditors or has a winding up order or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking is duly appointed, or possession is taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge,
- e. If the Bank gives a formal notice of his inability to meet his contractual obligations after giving 14 days prior written notice by registered post or recorded delivery to the Bank with a copy to the Consultant / Engineer terminate the employment of the Contractor PROVIDED that such notice shall not be given unreasonably or vexatiously.

38.2 Upon the expiry of 14 days notice referred to herein, the Contractor shall with all reasonable dispatch remove from the site all construction plant brought by him thereon.

38.3 Upon such determination, without prejudice to the accrued rights or remedies of either party or to any liability which may accrue either before the Contractor or any sub-contractors shall have removed his temporary buildings, plant, tools, equipment, goods or materials or by reason of his or their so removing the same, the respective rights and liabilities of the Contractor and the Bank shall be as follows, that is to say:

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

- A sum certified by the Bank being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works in so far as such expenditure shall not have been covered by the payments made under this clause.
- The reasonable costs of repatriation of all the Contractor's staff and workmen, employed on or in connection with the Works at the time of such termination.

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

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

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

39 NOTICES

- 39.1 All certificates, notices or written orders to be given by the Bank or by the Consultant / Engineer to the Contractor under the terms of the Contract shall be served by sending by registered post or by Courier or delivering the same to the Contractor's principal place of business, or such other address as the Contractor shall nominate for this purpose.
- 39.2 All notices to be given to the Bank or to the Consultant / Engineer under the terms of the Contract shall be served by sending by registered post or by Courier or delivering the same to the respective addresses nominated for that purpose in Part II of these conditions.
- 39.3 Either party may change a nominated address to another address in the country where the Works are being executed by prior written notice to the other party and the Consultant / Engineer may do so by prior written notice to both parties.

40. ARBITRATION

- 40.1 Wherever, in any of the documents forming part of the Contract, the Bank's General Manager, ZO Kolkata has been vested with the final powers, his decision, opinion, certificate or any other discretion shall be final conclusive and binding on the parties and shall be without appeal. All other matters shall be subject to the right of arbitration.
- 40.2 All disputes or differences of any kind whatsoever save and except matters referred to in clause 1) arising out of or in connection with the Contract, whether during the progress of Work or after Completion and shall after written notice by either party to the contract to the other of them and to the Bank hereinafter mentioned be referred for adjudication to two Arbitrators, one each to be nominated by the Contractor and the Bank, who shall thereafter appoint an Umpire. The provisions of Indian Arbitration and Conciliation Act 1996 shall apply for the purposes.
- 40.3 The Work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- 40.4 The Arbitrators shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.
- 40.5 The Arbitrators may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

- 40.6 The Arbitrators 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 Arbitrators in their sole discretion.
- 40.7 The fees, if any, of the Arbitrators shall, if required to be paid before the award is made and published, shall be equally shared by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrators 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.
- 40.8 The award of the Arbitrators shall be final and binding on both the parties.
- 40.9 Subject to aforesaid the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.
- 40.10 The Bank and the Contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

AS WITNESS the hands of the said Parties.

Signed by the said
In the presence of

Bank

Witness
Name:
Address

Signed by the said
In the presence of

Contractor

Witness
Name:
Address

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

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

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Signature & Seal of Contractor

DEFINITIONS AND INTERPRETATIONS

1. DEFINITIONS :

The following terms shall have the meaning hereby assigned to them except where the context otherwise require.

- (a) Employer, means M/s UNION BANK OF INDIA or his/her Authorized Representative.
- (b) Consultant, shall be the person for the time being or from time to time duly appointed by the Employer to act as 'Architect' for the purpose of the contract. In some part of the document, the word Architect shall also mean the said "Consultant".
- (c) Contractor, shall mean the successful tenderer to whom the contract has been awarded.
- (d) Subcontractor, shall mean the person named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing by the Consultant and the legal representative, successors and assigns of such person.
- (e) Contract, shall mean and include the following :
 - (i) Notice Inviting Tender
 - (ii) Tender Form (duly signed in by Tenderer)
 - (iii) Definitions and Interpretation,
 - (iv) Schedule of quantities,
 - (v) Schedule of materials,
 - (vi) Schedule of workmanship, and
 - (vii) Drawings
- (f) Site, shall mean the actual place in, over or under which work is to be done, allotted by the Employer for contractor's use.
- (g) Work, of the contract shall mean and include materials, labour and the resources required for the fulfillment of the clauses of the contract.
- (h) Contract Price, shall mean the sums referred to in the formal agreement, any or the work order.

2. ASSIGNMENT AND SUB-LETTING :

2.1 Assignment :

The contractor shall not assign the contract or any part thereof or any benefit or therein or there under without the written permission of the Consultant/Employer.

2.2 Sub-letting :

The Contractor shall not sub-let the whole or part of the contract. The contractor shall not sublet any part of the works without the written consent of the Architect and the Employer and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and the contractor shall be responsible for the acts, defaults and neglects of the subcontractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the contractor or his agents, servants, or workmen.

3. DRAWINGS :

3.1 Issues of Drawings :

Drawings approved for the work will be issued, if required, to the contractor progressively during the contract period and the contractor shall arrange for the execution of the works and the procurement of materials accordingly. The contractor shall give adequate notice in writing to the Consultant or his Representative of any further drawings or specification that may be required for the execution of the works or otherwise under the contract.

3.2 Copies of drawings :

One copy of all the drawings furnished to the contractor through these contract documents shall be kept at the site and the same shall at all reasonable times be available for inspection and use by the Employer/Consultant or his Representative and by any other person authorized by the Consultant. The contractor may request for additional copies on payment of Rs. 200/- per set.

Classification: Internal

3.3 Issue of further drawings and instructions :

The Employer/Consultant shall have full power and authority to supply to the contractor from time to time through his representative, during the progress of the works such further drawings and instructions, if required, as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

3.4 Ownership of Drawings :

All drawings supplied to the contractor are deemed to be the property of the Consultant. The contractor agrees both on the behalf of himself and his employees, and sub-contractors, whether during or after completion of the contract not to divulge or use, except for the purpose of this contract, any information contained in the drawings.

3.5 Plans and drawings to be submitted by the Contractor :

Layout and details of temporary works that the contractor wants to carry out to fulfill his obligation under the contract. Within 7 days the Consultant will give their approval/comments sufficient to proceed with the work or objections/instructions to the contractor based on which the drawings shall be revised and re-submitted for approval by the Consultant. All these plans and drawings submitted by the contractor and approval by the Consultant shall become part of the contract.

4. GENERAL OBLIGATIONS :

4.1 Inspection of site etc. before submission of tender :

The contractor shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the work and nature of the resources required and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. The Employer/Consultant will not be responsible for any loss to the contractor resulting from any such reasons after acceptance of tender.

4.2 Clarification before submitting tenders :

Should the contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of the authorities and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which the Employer shall have the right to ask the contractor to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

4.3 Rates quoted for finished work :

The rates quoted in the tender by the contractor must be for the finished work as per the drawings, specifications and as per the related clauses.

4.4 Location of work :

Unless specifically mentioned in the item, the work described therein may be at any location or elevation.

4.5 Validity :

The tender shall remain open for acceptance for a period of 60 days from the date of opening of the tender.

4.6 Programme of work :

Soon after the award of contract, the Contractor shall submit to the Consultant/Employer for his approval a programme to match with the planned completion of the whole job showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Consultant/Employer representative furnish further detailed programme and particulars in writing of the contractor's arrangements for carrying out the works and of the construction plant and temporary works which the contractor intends to supply, use or construct as the case may be. The submission to and approval, if any, by the Consultant or his Representative of such programmes or particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

4.7 Removal of Workmen :

The Consultant/Employer shall have liberty to object to and order the contractor to remove forthwith from the works any person, employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Consultant/Employer misconduct's himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Consultant/Employer to be undesirable and such person shall not be again employed upon the works without the written permission of the Consultant. Any person so removed from the works shall be replaced by the contractor without delay by a competent substitute approved by the Consultant.

4.8 Temporary Structure :

Construction of site shed, proposed to be temporarily constructed by the contractor for his office work, storage of materials etc., shall conform to the standard sketch, or to the plan approved by the Consultant. Permission for the construction of such shed shall be obtained in writing.

4.9 Damage to persons and property :

The contractor shall indemnify and keep indemnified the employer against all losses and claims for injuries or damages to any person or property whatsoever, which may arise out of or in consequence of the construction/fabrication, installation, fixing and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto. The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

4.10 Co-operation with other Agencies :

The contractor shall co-operate with the work of other agencies or contractors that may be employed or engaged by the Employer and as far as it relates to the contractors' work. The sequence of work shall be so arranged that the works of other agencies are also in progress simultaneously.

4.11 Protection of underground services :

The contractor must take all precautionary measures to protect the underground and other services lines, viz. cables, water and sewer line etc. and observe any specific instructions which may be given in this regard.

4.12 Site Order Book :

A site order book must be maintained and always be available at site to record the instructions by the Consultant or his representative. The contractor must see that the Instructions therein are properly carried out.

4.13 Record of materials borrowed by the Employer :

The contractor shall, maintain an account of different materials borrowed from the Employer, for executing the works under the contract. The Consultant/Employer shall have the power to check the position of materials at all times and verify stocks as and when desired.

4.14 Conflict in meaning between schedule of rates and specifications :

The schedule of quantities shall be read in conjunction with the schedule of materials & the schedule of workmanship. In the event of conflict in the meanings therein, the corresponding item in the schedule of quantities shall always have precedence over the others.

4.15 Conflict in meaning between general conditions of contract and the terms and conditions :

In case of any inconsistency between the general conditions of contract and the special conditions, the special conditions of contract shall have precedence over the General Conditions.

5. LABOUR :

5.1 Labour Rates :

In respect of all labour directly or indirectly employed on the works by the contractor or the sub-contractor, the contractor shall comply with the provisions of the contract labour (regulation and abolition) act 1970 minimum wages act 1948, payment of wages act 1936 and any amendments thereof

Classification: Internal

and all legislation and rules of the state and or central government or other local authority, framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works and for bonus retirement benefits, retrenchment/lay off, compensation and all other matters involving liabilities of employers to employees. The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the contractor obligation under the contract.

5.2 Reporting accident of labour :

The contractor shall be responsible for the safety of all employee and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accident to and of them, however caused and whenever occurring to the authorities concerned required as per law and to the Consultant/employer or his representative and shall make every arrangement to render all possible assistance and aid to the victim of the accident.

5.3 Provision of workman's compensation act :

The contractor shall at all times indemnify and keep indemnified the employer against all claims for compensation under the provisions of the workman's compensation act 1923 or any other law or the time being in force by or in respect of any work man employed in connection there with. In every case in which by virtue of the provisions of the said act, the employer is obliged to pay compensation to a workman employed by the contractor in executing the works, the employer shall recover from the contract the amount of the compensation so paid and without prejudice to the rights of the employers under the said act. The employer shall be at liberty to recover such amount or ant part thereof by deducting it form the security deposit or from any due by the employer to the contractor whether under this contract or otherwise without prejudice to any other remedy that may be available to the employer in law. The Employer shall not be bound to contest any claim made against it under the said act accept on the written request of the contractor and upon his giving to the employer full security for all costs for which the employer might become liable in consequence of contesting such claim.

5.4 Accident or injury of workmen :

The employer shall not be liable for or in respect of any damages or compensation payable in law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his subcontractor, and the contractor shall indemnify and keep indemnified the employer against all such damages and compensation and against all claims, demands, proceedings cost charges and expenses whatsoever in respect thereof or in relation thereto.

5.5 Age limit of labour :

The age limit for employment of labour shall be in strict accordance with the existing labour legislations.

6 MATERIAL TESTS AND WORKMANSHIP:

6.1 Quality of materials, workmanship and tests :

All materials and workmanship shall strictly be of the respective kinds described in the contract and in accordance with the Consultant or his representatives instructions and shall be subjected from time to time to such tests as the Consultant or his representative may direct at the place of manufacturer or fabrication or on the site all or any of such places. The contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by the Consultant or his representative.

6.2 Construction of prototypes or samples of work :

The contractor shall construct prototypes or samples, if required, of work as laid down in the contract or as instructed by the Consultant. Such prototypes or samples of work, after approval by the Consultant/ Employer shall serve as the standards to be achieved in the final construction/fabrication.

6.3 Cost of samples :

All samples shall be supplied by the contractor at his own cost.

6.4 Cost of test :

The cost of making any test as per specifications shall be borne by the contractor and contractor should arrange for all requirements to take the samples by Consultant/Employer.

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6.5 Inspection of operation :

The Consultant /Employer or their representative or any person authorized by him shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the, right to such access.

6.6 Examination of work before covering up :

No work shall be covered up or made out of view without the approval of the Consultant/Employer or their representative and the contractor shall afford full opportunity to the Consultant or his representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Consultant, representative wherever any such work or foundations is or are ready or about to be ready for examination and the Consultant's representative shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

6.7 Uncovering and making openings :

The Contractor shall uncover any part or parts of the works or make openings in, or through the same as the Consultant may ask from time to time. After required inspection by the consultant/employer, the contractor shall reinstate and make good such part or parts to the satisfaction of the Consultant. If any such part have been covered up or put out of view after due compliance with the requirements of clause 6.5 & 6.6 hereof and are found to be executed in accordance with the contract, the expenses of uncovering making openings in or through, reinstating and making good, the same shall be borne by the Employer, but in any other case all such expenses shall be borne by the contractor and shall be recoverable from him by the Employer and deducted by the Employer from any moneys due or which may become due to the contractor, without prejudice to any other remedy that may be available to the Employer in law.

6.8 Removal of improper work and materials :

The Consultant/Employer or his representative shall during the progress of the works have power to order in writing from time to time.

- (a) for the removal from the site within the time specified in the order of any material which in the opinion of the Consultant or his representative are not in accordance with the contract.
- (b) for the substitution of proper and suitable materials.
- (c) for the removal and proper re-execution (not withstanding a previous test thereof or interim payment therefore) of a work which in respect of materials or workmanship is not in the opinion of the Consultant or his representative in accordance with the contract.

6.9 Suspension of work :

The contractor shall, on the written order of the Employer suspend the progress of the works or any part thereof for such time or times and in such manner as the Employer may consider necessary and shall, during such suspension, properly and secure the work. So far as is necessary in the opinion of the Employer.

7 TIME OF COMPLETION AND TAKING OVER :

7.1 Site & its Possession :

Possession of site said in far the contract may prescribe the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions will be available to him and subject to any requirement in the contract as to the order in which the work shall be executed, the Consultant shall give to the contractor possession of so such of the site as may be required to enable the contractor to commence and proceed with the construction of the works in accordance with such reasonable proposals of the contractor as he will make in writing to the bank.

7.2 Time of completion :

The whole of the works shall be completed within the time stipulated or within such extended time as has been allowed under clause 7.3

7.3 Extension of time of Completion :

Should the amount of extra or additional work of any kind or changes-in scope of work or other special

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circumstance of any kind whatsoever which may occur, be such as fairly to Justify the contractors' request for extension of time for the completion of the works the Consultant shall determine the amount of such extension and shall intimate the contractor in writing. Provided that the Consultant is not bound to take into account any extra or additional work or other special circumstances unless the contractor has within 28 days, after such work has been commenced or such circumstances have arisen, submitted to the Consultant full and detailed particular of any request to the extension of time to which he may consider to be justified.

7.4 Extension of completion time due to strike, fire etc. :

If in the opinion of the Consultant /Employer the progress of the work has at any-time been delayed by strikes, fire inclement unavoidable casualties etc. beyond the control of the contractor, then the time of completion of the work may be extended for such reasonable time as the Consultant may decide and this will be indicated in writing. No extra payment will be given to the contractor for such extensions.

7.5 Work treated as complete :

The works shall not be treated as complete until

- (a) The site is clear from all materials (brought to site by contractor), site shed etc. and the Consultant/Employer is satisfied with the job done by the contractor.
- (b) The contractor has submitted the reconciliation statement regarding the material borrowed from the Employer.
- (c) All equipment tools, plants etc. taken from the Employer have been returned by the contractor.
- (d) All power and water supply connections taken for the execution of the works have been disconnected by the contractor.
- (e) Rectification of any damage done by the contractor to the work executed has been satisfactorily done by the contractor.

7.6 Taken Over :

After completion of works or any substantial part of the works before the completion of the whole of the works, the contractor shall notify the Consultant in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Consultant and occupied or used by the Employer or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect of a part of the works, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part that is such period shall commence from the date of completion of such part of the works as certified. The works in whole or part shall not, however, be treated as completed, for the purpose of other relevant clauses hereof unless and until the provisions of Clause 7.5 hereof are fully complied with.

7.7 Maintenance :

For a period of twelve months commencing immediately after completion of the work by Contractor, the contractor's liability shall be to replace the defective parts rectify/reconstruct the defective work that may develop of his own construction or those of his sub-contractors approved by the Employer (under Clause 2.1 and 2.2) arising solely from faulty material or workmanship or for any other reason. If it is necessary for the contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above mentioned period of six months, whichever may be later. If any defects be not remedied within a reasonable time the Employer may proceed to get the required rectification, repair done by other agencies and deduct the expense from the final payment due to the contractor. Immediately upon expiry of the maintenance period the Employer shall issue a final certificate indicating that the contractor has completed his obligation under the contract.

8. TERMINATION OF CONTRACT :

8.1 Termination of Contract :

If the contractor has abandoned the contract or has failed to proceed with the work with due diligence or the progress on any particular item is slow or he has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or flagrantly neglecting to carry out his obligation under the contract, then it shall be lawful for the Employer to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the

course of execution of the job, in case the contractor has done any substandard work, he shall be asked in writing to dismantle and re-do the same at his own expenses. If the contractor fails to comply with the above instructions immediately, then the Employer shall proceed with the above rectification work, through another agency or agencies. Similarly, if the contractor goes slow on any particular item or items of work, the Employer shall have the right to execute this item or items through another agency or agencies, including its own department at the cost and risk of the Contractor.

8.2 Back Charging the contractor :

Extra cost and expenses incurred for completing the work or balance work or carrying out the rectification of any work as mentioned above through another agency or agencies including its own department shall be debited to contractors' account and shall be recovered from any money due to or that may become due to the contractor without prejudice to any other remedy that may be available to the Employer in law.

9. ALTERATIONS, ADDITIONS AND OMISSIONS :

9.1 Variation :

The Consultant/Employer shall be entitled to make any variation in one quality or in all the quantities of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the contractor to do and the contractor shall do the same for Employer in law.

- (a) Increase or decrease the quantity of any work included in the contract.
- (b) Omit any such work.
- (c) Change the character or quality of kind of any such work.
- (d) Change the levels, lines, position and dimensions of any part of the works and,
- (e) Execute additional work of any kind necessary for the completion of the works, and no such variation shall in any way initiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

9.2 Order for variations to be in writing :

No such variation shall be made by the contractor without receiving in writing from the Employer or an order in writing from the Consultant, provided that no order in writing shall be required for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the schedule of quantities which are estimates. In such cases, the, contractor shall be paid only for the actual quantity of work done as certified by the Consultant at the accepted unit item rates and no compensation shall be allowed. Provided also that if for any reason the Consultant shall consider it desirable to give any such order verbally, the contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by the Consultant, which shall be deemed to be an order in writing within the meaning of this Clause.

9.3 Extra Items :

If the contractor has been asked to execute any such item/work in course of construction/fabrication for which the tender rates have not been quoted by him, he must undertake such work. The rates for such additional work shall be determined by the employer on the following lines, in the order of preference.

- (a) The rates to be derived from any one of the quoted rates for similar items of work in the tender.
- (b) Rates based on actual observation and/or analysis of labour and materials involved in such items. For this purpose the contractor shall submit to the Architect detailed analysis of the rate proposed by the contractor supported by relevant vouchers. While fixing rates for extra items an allowance of 20% of the cost will be provided towards contractor's overheads, profits, and establishments taken together.

9.4 Rebate/extra over original item :

If there is a deviation in the specification of particular item of the tender, rebate/extra over the quoted rate shall be generally derived as follows:

For items not covered in the schedule, rebate/extra shall be derived based on observation /analysis of labour and materials involved in such items.

9.5 Items of Ad-hoc nature :

The contractor shall procure necessary materials and carry out miscellaneous work of ad-hoc nature

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specifically provided with necessary tools and tackles as may arise during execution of the contract. The actual quantum of work shall be certified and settled by the Consultant and payment for the same shall be fixed on the basis of actual cost plus overheads, profits and establishments taken at 15% of the cost.

9.6 Claims :

The contractor shall send to the Consultant's/Employer's representative an account, giving full and detailed particulars with proper analysis, of all claims for any additional expenses to which the contractor may consider himself is entitled and of all extra work ordered by the Consultant, which he has executed, within one month of execution of such work, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided a ways that the Consultant/Employer shall be entitled to authorize payment to be made for any such work notwithstanding the contractors' failure to comply with this condition, if the contractor has at the earliest practicable opportunity notified the Consultant/Employer in writing, that he intends to make a claim for such work.

10. MEASUREMENTS :

10.1 Quantities :

The quantities set out in the schedule of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities, of the works, to be executed by the contractor in fulfillment of his obligation under the contract.

10.2 Works to be measured :

The Consultant shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when he requires any part or parts of the works to be measured, give notice to the contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Consultant or his representative in making such measurement and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to such agent, then the measurement made by the Consultant or approved by him, shall be taken to be the contract measurement of the work. If the contractor does not so attend to examine and agree such records and drawings they shall be taken to be correct. If, after examination of such records and drawings, the contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the contractor shall, within fourteen days of such examination, lodge with the Consultant's representative for decision by the Consultant, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

10.3 Method of measurement :

The works shall be measured net in accordance to IS-1200 (all parts), notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

11. SETTLEMENT OF DESPUTES :

11.1 Matter to be settled :

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion shall be referred by the contractor to the Consultants, and the Consultant shall within a reasonable time after their presentation make and notify decisions thereon in writing after consulting the Employer. The decisions, directions, clarifications, measurements, drawings and certificates with respect to any matter the decision for which is specially provided for by these or other special conditions to be given and made by the employer or by the architect on behalf of the Employer are matters which are referred to hereinafter as excepted matters and shall be final and binding upon the contractor and shall not be set aside on account of non-observance of any formality, any omission delay or error in proceeding in or about the same or on any other ground or for any reason and shall be without Appeal.

11.2 Time limit :

In the event of any dispute or difference between the parties here to as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question dispute or difference on any account or as to the withholding by the Employer of any certificate to which the contractor may claim to be entitled to or if the Employer fails to make a decision within a reasonable time, then and in any such case, but except in any of the excepted matters referred to in the above clause,

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the contractor after 90 days of his presenting his final claim on the disputed matters, may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or difference and only such dispute or difference other than excepted Matters of which the demand has been made and no other dispute or difference shall be referred to the arbitration of an officer to be nominated by the consent of both the parties and the provisions of the Indian Arbitration Act 1940, for the time being in force or of any other Act of the Legislature passed in substitution thereof or modification thereof and the time being in force shall apply to such arbitration.

11.3 Arbitration :

The contractor shall not except with the consent writing of the Employer, or the Consultant, in any way delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the arbitration is given, abide by the decision of the Architect and no award of the arbitrator shall relieve the contractor of his obligation to adhere strictly to the Consultant instructions with regard to the actual carrying out of the work except as specifically affected by such award.

12. NOTICES :

12.1 Service of notice on contractor :

All certificates notices or written orders to be given by the Employer or by the Consultant to the Contractor under the terms of the contract shall be served by sending by Registered Post or delivering the same to the contractor's place of business or such other address as the contractor shall nominate for this purpose.

12.2 Service of notice on Employer :

All notices to be given to the Employer under the terms of the contract shall be served by sending by post or delivering the same to the Employers' address.

13 SPECIAL INSTRUCTIONS :

13.1 Start of work:

The work shall be carried out, when the building or parts are ready for installation.

13.2 Quality & standard :

The work is to be carried out as per the Indian Electricity Rules & Standard code of practice & other relevant specifications. Workmanship shall be to the satisfaction of the Engineer-in-charge/Consultants. Preference to the work/items shall be given as per requirement of employer & site situations.

13.3 Approval :

The works shall have to be approved by Consultant / Engineer-In-Charge. Any alterations, additions suggested by them shall have to be incorporated by the Contractor at his cost.

13.4 Replacement of work :

If any part or whole of the work or any item is not executed to the entire satisfaction of the Engineer-in-charge/Consultant. The Contractor shall have to demolish & do the same work again without any extra cost if so ordered by the Engineer-in-charge/ Consultant.

13.5 Repairs & fitness :

The place after any work is completed should be cleaned by the contractor. Breaking of walls, slabs, etc. necessary for laying pipes, conduits etc. & making them good to original position will have to be done by the contractor through skilled workers.

SPECIFICATION OF MATERIALS TO BE USED

1	Paints (Synthetic Enamel / Acrylic Emulsion)	-	Asian Paints / Berger / Dulux
2	Cement	-	Ultratech / Lafarge / ACC
3	MS ANGLE / FLAT / SQ. BAR	-	TATA / JINDAL / RINL
4	Reinforcement Bar	-	SAIL/ TATA/ RINL
5	Construction Chemicals	-	Sika / Pidilite
6	UPVC / CPVC Pipes	-	Supreme / Astral
7	Wash basin / Commode	-	Hindware / Parryware
8	Bib cock / Stop cock	-	Jaguar / Essco
9	RCCB / ELCB / MCCB / MCB	-	LEGRAND /SCHNEIDER / HAVELLS / SIEMENS
10	Switch fuse with rewirable fuses. (6A & 32A TPN)	-	LEGRAND /SCHNEIDER / HAVELLS / SIEMENS
11	MCB distribution board	-	LEGRAND /SCHNEIDER / HAVELLS / SIEMENS
12	6/16 Amp modular type switch / flushed type plug socket	-	CRABTREE (athena) / LEGRAND (myrius) / SCHNEIDER (unicoplus)
13	16/25 Amp., 2 module electronic regulator	-	CRABTREE (athena) / LEGRAND (myrius) / SCHNEIDER (unicoplus)
14	Ceiling rose	-	KAY / EPP / ANCHOR / JJ
15	Holder	-	KAY / EPP / ANCHOR / JJ
16	Alarm bell	-	ANCHOR/ GETCO / KRONE
17	Black enamelled Steel conduits (conforming to IS standards)	-	BEC / SUPREME / AKG
18	Light fitting & lamps	-	PHILLIPS / HAVELLS
19	Ceiling / Wall Mounted Fan	-	CROMPTON / POLAR / HAVELL'S
20	Exhaust fan	-	CROMPTON / POLAR / HAVELL'S
21	Starters	-	NORTH WEST / CABTREE
22	1.1KV / 600V grade FR PVC insulated & sheathed / insulated copper wire & flexible cords (ISI marked).	-	FINOLEX / HAVELLS / POLYCAB
23	All other items not covered above	-	As per sample approved by Employer/Consultant

IMPORTANT:

Whenever any of the aforesaid materials of mentioned make/grade/quality/standard/colour is found to be unavoidably difficult in making available, shall immediately be brought into the knowledge of bank's architect/representative and a written permission for an alternative must be obtained from bank.

NOTE:

 The quantities are approximately taken for estimation purpose and it may increase or decrease as per site condition. Contractor will be paid for actual work executed against each item. Brief specifications are given for each item. Minor verification in design and specification for each item are likely for which no extra payment will be given. Any of these items may be cancelled.

 Cost inclusive of all taxes (other than GST), Transportation, loading, unloading expenses, Excise Duty etc. without any extra charge. The Contractor estimate shall also include KMC / Local Authorities Permission for smooth functioning the work.

**SPECIFICATIONS FOR RENOVATION & MAJOR CIVIL REPAIR WORKS AT PREMISES OF UNION BANK
BUILDING AT 5, CHOWRINGHEE PLACE, KOLKATA - 700013**

S.NO	ITEM AND SPECIFICATION	QTY	UNIT	RATE	AMOUNT (In Fig.)	AMOUNT (In Words)
A	CIVIL WORKS					
1	Dismantling existing PCC / Paver block / Chequarred tiles and removing the rubbish outside the compound complying local municipal rules as per direction of Bank / Architect.	250	sq.m.			
2	Providing and fixing PCC (1:2:4) with graded stone chips (20 mm. nominal size) excluding shuttering & reinforcement if any, in ground floor as per relevant IS code	38	cu.m.			
3	Providing and laying 60 mm thick factory made cement concrete interlocking zig zag Paver Block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50 mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge	250	sq.m.			
4	Providing and fixing in position full height solid partition 65 mm thk. excluding the door made out of aluminium hollow sections of 50mm x 50mm size 1.5mm thick of JINDAL / INDAL make as internal framed structure placed horizontally & vertically in 550 mm x 550 mm / 600mm x 600 mm center to center or as directed by the Architect. The alternate corner vertical members of the partition shall be taken upto the ceiling level (payment shall be made for the partition measured below the false ceiling level) and the same shall be anchored to the ceiling securely with help of suitable cleats. Framework shall be fixed with 6 mm thick marine grade ply (IS - 710) of approved make on both sides finished as per following specifications. The Partition shall be finished with 1.0 mm thick laminate of approved shade and make or equivalent on both the sides. Rate shall be inclusive of provision of pencil groove as directed by the Architect. The item does not include the doors.(Location : Currency Chest)	28	sq.m.			
5	Providing and fixing Solid Core Flush Door Shutter (IS - 2202) of 35 mm thk. finished both side with 1 mm thk. approved colour laminate (IS : 2046) with 1.5 mm. groove design to be fixed to existing Wooden frame. The rate shall be inclusive of fitting and fixing of hinges, 1 no. Godrej					

	make door closer, 1 no. CP finish door stopper, screws, 1 no. Godrej cylindrical lock, tower bolt of approved make. All edges of the door to be covered with necessary lipping with polish finish. The work should be completed as per specification, design and approval of Architect. (Location : Currency Chest)					
a	Shutter size : 900 mm. x 2100 mm. with 600 x 1050 mm. glass panel	3.78	sq.m.			
6	Deplastering and replastering with 20 mm cement plaster on the rough side of single or half brick wall of mix :1:6 (1 cement: 6 fine sand) including removal of rubbish outside the compound.	100	sq.m.			
7	Internal Wall Painting					
	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. , provide touch up putty for cracks etc., then apply 1 coat of primer and 2 coats of plastic emulsion paint complete. (Location : Stair lobby) (Including scaffolding)	540.8	sq.m.			
8	Painting on Wooden / Steel Surface					
	Applying 2 coats of synthetic enamel paint of approved brand, shade and make to give an even shade after surface cleaning & preparation, applying priming coat etc. complete . (Location : Window, Grill etc.)	1166.43	sq.m.			
9	External Wall Painting					
	Finishing walls with Apex Ultima Protect or similar exterior paint of required shade with silicon additives. New work (Two or more coats applied @ 1.43 litre/ 10 sqm. Over putty and including priming coat of exterior primer applied @ 0.90 litre/10 sqm. after scrapping, cleaning the surface complete. (Including jhula / gondola)	2691.77	sq.m.			
10	Providing & fixing glass panes with putty and glazing clips in steel doors, windows, clerestory windows, all complete with :4.0 mm thick glass panes	89	sq.m.			
11	Providing & fixing M.S. gate of Jail type as per approved design made of strong M.S. frame work, intermediate stiffeners and round / square bars or angles. M.S. sheet (not less than 14 gauge) gussets, cleats etc. including necessary riveting, bolting, welding, locking and hanging arrangements, fitting and fixing complete including the cost of ISMB post etc. as per direction of the Engineer-in -charge.	600	kg			
12	Providing & fixing corrugated Transparent Polycarbonate Clear Glass Roofing Sheet, 1.21 mm thk to be fixed with m.s. frame	250	sq. m.			

	by means of nut , washer, j-hook etc. complete with required slope.					
13	Providing & fixing m.s. structure to hold roofing sheet properly grouted to floor / wall etc.	900	kg			
14	Dismantling of existing steel window and removal of rubbish outside the compound complying local municipal rules as per direction of Bank / Architect.	80	sq.m.			
15	Supplying, fitting and fixing windows and ventilators with integrated grills conforming to IS 1038-1975 and manufactured from rolled steel sections conforming to IS 7452-1974 with non-friction projecting type, box type hinges, glazing clips, lugs locking bracket, handle plate etc, including hoisting in position, straightening if required, fixing lugs in cement concrete (1:2:4) with stone chips 20 mm down cutting holes and mending good damages to match with existing surface complete in all respect including glazing.	1000	kg			
16	Dismantling & buy back of existing 2 nos. main gate (at two sides of the premises) (Min reserved value : Rs. 7500.00 for each gate)	-2	Unit			
	SUB-TOTAL (A) FOR CIVIL WORKS					
B	ELECTRICAL WORKS					
1	S/I/T/Commissioning of 100 Amps 4P MCCB of 35 KA breaking capacity including m.s. box complete	3	unit			
2	Providing and laying necessary interconnections with 3 x 10 sq.mm. cu conductors (1.1 KV grade) Including all necessary terminals etc. complete.	40	r. m.			
3	Checking, Dismantling and removal of old unused electric wirings which are not in use at present.	1	L. S.			
4	POINT WIRING					
	Providing & fixing POINT WIRING for Ceiling and wall lights / fan. The item includes Circuit wiring from DB to the switch board with 2 x 2.5 sq. mm. PVC insulated copper conductor with 1.0 sq. mm. PVC insulated copper conductor for earthing in appropriate size of PVC conduits ISI mark, point wiring to be laid with 2 x 1.5 Sq. mm. PVC insulated copper conductor with all necessary accessories, such as saddles etc. on surface or embedded in wall, chasing the walls and making the surface neat afterwards. The item includes 6 Amp switch with all base plates & cover plates, M.S. box of same make etc. 3 plate ceiling rose to be provided for Exhaust fans complete. Each					

	switch board should have at least 1 no. 5 Amp raw power socket. There will be at least 8 light points to be connected through UPS supply within banking hall area.					
a	Providing and fixing point wiring with same specifications as MAIN point wiring above : one point to be controlled by one switch.	5	unit			
b	Providing and fixing point wiring with same specifications as MAIN point wiring above : two points to be controlled by one switch.	10	unit			
5	ELECTRICAL FIXTURES					
a	Providing and Fixing Surface mounted 4' long luminaire suitable for Lamp type 18W LED (T5) or similar	25	unit			
	SUB-TOTAL (B) FOR ELECTRICAL WORKS					
	TOTAL EXCL. GST (A+B)					
	GST @ 18%					
	TOTAL INCL.GST					