

ONLY EMPANELED VENDORS CAN APPLY

INVITATION TO TENDER

INSTRUCTION TO TENDERERS AND GENERAL CONDITIONS OF CONTRACT

FOR

ELECTRICAL & LAN WORKS

AT

UCO BANK – BUDBUD BRANCH INCLUDING ATM

NAME OF THE CONTRACTOR: .....

.....

ADDRESS: .....

.....

ARCHITECTS

DEARCH DESIGNS AND CONSTRUCTIONS PRIVATE LIMITED

1/98, Naktala, Near Naktala P.O

Kolkata – 700 047

CONTACT No.-+91-033- 6500-9098/9830018243

CONTENTS

<u>SL NO</u>	<u>SECTION NO</u>	<u>PAGE NO</u>	<u>DESCRIPTION</u>
1	I	3 - 4	Tender Notice
2	II	5 - 8	General rules and instructions for the guidance of the tenderer
3	III	9 - 10	Form of tender
4	IV	11 - 13	Articles of agreement
5	V	14 - 20	General conditions of contract with appendices.
6	VI	21 - 24	Special conditions
7	VII	25 - 30	Approved make of materials with bill of quantities for above mentioned works.
8	VIII		Summary

**SECTION – I**  
**TENDER NOTICE**

UCO Bank invites sealed tender offers under two bid system from Bank's empanelled contractors for Electrical work under **Financial Category- A** of work value upto Rs. 5.00 Lakhs & above for the following work:

- a) Name of the Work: Electrical & LAN works of the UCO bank, Budbud branch.
- b) Location of Work: UCO Bank, Budbud branch, Ground Floor.
- c) Time of Completion: 30 days (Thirty days)
- d) Earnest Money: Rs.5,208.00/- (Rupees Five Thousand Two Hundred Eight only) to be deposited in the form of Bank Draft/ Pay order drawn in favor of **UCO BANK payable at Durgapur**. [without Earnest Money in proper form Tender will be rejected]. **MSMEs are exempted from paying tender /RFP fee/cost, EMDs as per MSME Act 2012. For getting the benefits in case of MSME firms, contractors/ agencies should submit exemption certificate issued from the relevant authorities.**
- e) Cost of Tender document: Rs 176 /-(Rupees One Hundred Seventy Six only) to be deposited in the form of Bank Draft/ Pay order drawn in favor of **UCO BANK payable at Kolkata**. [without Tender Cost in proper form Tender will be rejected]. **MSMEs are exempted from paying tender /RFP fee/cost, EMDs as per MSME Act 2012. For getting the benefits in case of MSME firms, contractors/ agencies should submit exemption certificate issued from the relevant authorities**
- f) Availability of Tender Documents: Can be downloaded from bank's website from **30.08.2023 to 08.09.2023 (www.ucobank.com)**. No tender document shall be issued from the office of Zonal Office.
- g) Submission of tenders: At UCO Bank, Zonal Office, Durgapur, 1st Floor, UCO Bank Steel City Branch, Einstein Avenue, B Zone, Durgapur – 713205 till 12:30 pm on 11.09.2023.
- h) Opening of Tender: At 1:00 pm. On 11.09.2023 at UCO Bank, Zonal Office, Durgapur, 1st Floor, UCO Bank Steel City Branch, Einstein Avenue, B Zone, Durgapur - 713205.
- i) Mode of submission of Tender: The tender documents duly completed in all respect & accompanied with relevant enclosure/ annexure shall be sealed in an envelope of appropriate size & marked as **"Tender for Electrical works for UCO Bank, Budbud Branch including ATM"**. The tender Documents should invariably include following among others: -
  - a) Envelope marked No.1: Envelope marked no 1 shall contain earnest money deposit, Cost of tender documents, Copy of last empanelment letter with UCO Bank , GST Certificate, conditions of contract and technical specifications with covering letter furnished in the specified form.

- b) Envelope marked no.2: Envelope marked no.2 shall contain the price bid , summary sheet , drawings and approved make of materials.
- c) Envelope no 3: Envelope marked no.1 & 2 shall be put in a large envelope of adequate size marked no 3 which shall be properly sealed. This envelope, which shall be endorsed on the outside face.
- j) Clarification, if any to be obtained from: **DEARCH DESIGNS & CONSTRUCTIONS PRIVATE LIMITED, 1/98, Naktala, Kolkata - 700047, CONTACT No- 033-6500-9098/ 9830018243**
- k) Defect Liability Period: 12 months from the date of virtual completion of work.
- l) Validity of tenders: Three calendar months from the date of submission of tender.
- m) Sales Tax, Work Contract Tax or any other tax on materials or on finished work in respect of this contract whether in vogue or likely to be imposed in future, shall be payable by the Contractor and the Employer will not entertain any claim whatsoever in this respect at any time. Rates should include all these taxes ----- Etc. **Only GST will be paid by the Bank as per Govt. laws. Tenderer must have valid GST certificate.**
- n. Tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. Conditional tenders will be summarily rejected.
- o. Delay in submission of tender arising out of the postal or any other irregularities at any stage will not be considered. The Bank will not be responsible for damage in transit incase of postal delivery/ courier service delivery.
- p. The employer does not bind to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason/s thereof. The notification of award of contract will be made to the successful tendered in writing by the Bank.

Yours faithfully  
For and behalf of UCO Bank

Sd/-  
The Zonal Manager  
UCO Bank, Zonal Office, Durgapur,  
1st Floor, UCO Bank Steel City Branch,  
Einstein Avenue, B Zone, Durgapur – 713205

## SECTION – II

### GENERAL RULES AND INSTRUCTIONS FOR THE GUIDENCE OF TENDERERS

Tenders are invited on behalf of UCO BANK, Zonal Office, Durgapur, 1st Floor, UCO Bank Steel City Branch, Einstein Avenue, B Zone, Durgapur - 713205, for Electrical & LAN works at Budbud branch including ATM document consisting of the plans, specifications, bill of quantities and drawings of various classes of work to be performed and set of conditions of contract to be complied which can be downloaded from bank's website [www.ucobank.com](http://www.ucobank.com).

1. It is proposed that the intending tenderers may contact at the office of the Architects **M/S Dearch Designs & Constructions Private limited, 1/98, Naktala, Kolkata – 700 047**. The intending tenderer shall visit the site and make him self thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of the work, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish etc.
2. As the entire work is to be completed in all respects within the stipulated period of **30** days and to achieve the target date of entire completion if be required/ essential, the work for day and night shifts have to be carried out by the tenderer/ contractor, for that at no extra cost, charges shall be paid to the contractor by the employer. While quoting rates, in addition to above, whether mentioned or not the rate shall always include the charges for day to day removal of debris/ spoils from site in conformity with the local Municipal rules. Bank's normal work shall not be jeopardized in any way for undertaking the work. Contractor shall include in his quoted rate for supplying the plastic sheets/ tarpaulin to cover Banks materials as protection against getting damaged either due to dust or water while executing the work. Tenders in only printed forms downloaded from the Bank's website should be placed in sealed covers & submitted. The tenderers should quote in figures as well as in words the rates, and amount. The language for filling tender documents shall be in English. The amount for each item should be marked out as requisite total given. The initials of the tenderers with the seal of the firm shall attest all corrections. In case any discrepancy /difference is found on checking between rates quoted by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed: -
  - a) When there is a difference between the rates in figures and in words, the rate, which corresponds to, the amounts worked out by the contractor, shall be taken as correct.
  - b) When the contractor does not work out the amount of any item or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
  - c) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly rate quoted by the contractor shall be taken as correct & not the amount.
  - d) Amendments as mentioned above shall be based on the tender marked original only.

4. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only in such way that interpolation is not possible. Amount should be written in figures. In case of figures the words "Rs". Should be written before the figures of rupees and words paise after the decimal figures, e.g. Rs 2.15 and in case of words, the word "Rupees" should precede and the word "Paise" should be written at the end, unless the rate is in whole rupees and followed by the words "only", it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.
5. The acceptance of a tender will rest with the **Zonal Manager, UCO Bank, Zonal Office, Durgapur, 1st Floor, UCO Bank Steel City Branch, Einstein Avenue, B Zone, Durgapur – 713205** which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. The bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
6. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.
7. An item rate tender containing percentage below/ above will be summarily rejected. However, when a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
8. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer Consultant shall be communicated to the Employer /Consultant.
9. Sales Tax, Work Contract Tax or any other tax on materials or on finished work in respect of this contract whether in vogue or likely to be imposed in future, shall be payable by the Contractor and the Employer will not entertain any claim whatsoever in this respect at any time. Rates should include all these taxes --  
----- Etc.
10. No employee of the Employer is allowed to work as a Contractor for a period of two years of his retirement from Employer services, without the previous permission of the Employer. This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer/ Consultant as aforesaid before submission of the tender or engagement in the Contractor's service.
11. The tender for work shall remain open for acceptance for a period of 03 months from the date of opening of tenders. If any tenderer withdraws his tender before the said period, then the employer shall be at liberty to forfeit the earnest money paid along with the tender.
12. It will be obligatory on the part of the tenderer to sign the tender in all pages of tender documents.
13. The Earnest money deposit of the contractor whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the letter of award.

- 14 The Earnest money deposit of unsuccessful bidders will be refunded to them WITHOUT ANY INTEREST within 03 weeks from the date of award of work to the successful bidder.
- 15 A certificate of completion shall accompany the final bill from the consultant. Payment of final bill shall be made after deduction of retention money as specified which sum will be refunded in the manner as stated conditions. In acceptance of payments of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

**16 CLEARING SITE ON COMPLETION**

On completion of the work the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary work of every kind and leave the whole of the site and the work clean and in workmanlike conditions to the satisfaction of the employer /consultant.

**17 TERMS OF PAYMENT**

- a) 50% to be released as one running bill after completion of 50% work of total value.
- b) 40% to be released after entire work is completed and handed over to the satisfaction and certification of the consultant.
- c) 10% to be released after the defect liability period of 12 months, without any interest

**18 IDLE LABOUR**

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

**19. LIQUIDATED DAMAGE**

The delivery and installation should be adhered to as stipulated time, failing which; liquidated damages @ 1% per week or part thereof subject to maximum of 10 % of the total order value shall be levied.

**20. TERMINATION OF CONTRACT BY EMPLOYER**

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the Contractor in insolvency, shall repudiate the contract or, if a receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract, and if so required by the Employer to give reasonable security there for, or if the Contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor, there under or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the

contractor observe or perform the same or shall use improper materials or workmanship in carrying on the work or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the employer may not withstanding previous waiver determine the contract by the notice in writing to the effect as hereinafter mentioned but without thereby affecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined as if the work subsequently executed had been executed by or on behalf of the contractor.

IF THE CONTRACT HAS BEEN TERMINATED THE EMPLOYER RESERVES THE RIGHT TO RECTIFY THE ITEMS AND COMPLETE THE JOB IN THE RISK AND COST OF THE TERMINATED VENDOR BY ANY OTHER APPROVED VENDOR.

The bank reserves the right to cancel or postpone the tenders at any stage without assigning any reason.



SECTION –III  
FORM OF TENDER

To  
The Zonal Manager  
UCO Bank, Zonal Office, Durgapur,  
1st Floor, UCO Bank Steel City Branch,  
Einstein Avenue, B Zone, Durgapur – 713205

Sir,

Re: Electrical & LAN works for the UCO Bank Budbud branch including ATM.

- 1) I/we refer to the tender notice issued by your consultants M/s. Dearch Designs & Constructions Private Limited, Architecture, Interior design, HVAC and V-Sat Consultants, 1/98, Naktala, Kolkata – 700047 on your behalf for Interior works in connection with the above.
- 2) I/We do hereby offer to perform, provide, execute, complete and maintain the work in conformity with drawings, conditions of contract specifications, bill of quantities for the sum of Rs..... at the respective rates quoted in the schedule of quantities.
- 3) I/We have satisfied myself/ ourselves as to the site conditions, examined the drawings and all aspects of the site tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to:

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

B: Complete the work within **30**days, as stipulated in two or three shifts if considered necessary by the consultants at no extra cost to the Employer.

- 4) I/We have deposited earnest money of RS. \_\_\_\_\_ In the form of Crossed Demand draft / pay order / Banker's Cheque which, I/We note, will not bear any interest and is subject to forfeiture solely at Bank's discretion:
  - i) If the work is not commenced by me/us within 07 (seven) days from the date of issue of formal work order
  - Or
  - ii) If the offer is withdrawn within the validity period of acceptance.
  - iii) If the contract is not executed within 90 days from award of contract.
- 5) I/We understand that you are not bound to accept the lowest or any tender you receive.

6) The acceptance of this tender shall constitute a binding of any contract and any failure as mentioned in item 04. Above shall constitute a breach of contract by us and the tender accepting authority shall be entitled to have the work executed at our risk and to claim extra cost \ expenditure incurred by them from us.

7) Our Bankers i)

ii)

iii)

8) Name of partners / directors of our firm :

i)

ii)

iii)

iv)

Yours Faithfully

Signature: .....

Name: .....

Designation: .....

**SECTION –IV****ARTICLES OF AGREEMENT**

Articles of agreement made the ..... day of ..... between the **UCO Bank, Zonal Office, Durgapur, 1st Floor, UCO Bank Steel City Branch, Einstein Avenue, B Zone, Durgapur - 713205** (Hereinafter called the employer) which expression should include its successors and assignee of the one part and ..... (Hereinafter called the contractor) of the other part, which expression should include its successor and assignee. Whereas the employer is desirous of executing the Electrical & LAN work for setting up of Budbud branch including ATM and has caused drawings and specifications describing the work to be prepared by M/s Dearch Designs & constructions Private Limited, 1/98, Naktala , Kolkata – 700047 (hereinafter called the consultants) and whereas the said drawings, the technical specifications and the schedule of items and quantities have been signed by and on behalf of the parties hereto. And whereas the contractor has agreed to execute upon & subject to the conditions set forth herein & schedule of items & quantities, general conditions of contract, special conditions including other conditions etc. technical specifications & all correspondences exchanged by or between the parties from the date of tender notice till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as the said conditions) the work shown upon the drawings & or described in the said specification & included in the schedule of items & quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (Hereinafter referred to as the said contract amount)

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the said contract amount to be paid at the times in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions execute and complete the work shown upon the drawings and described in the said specifications and the schedule of items and quantities.
2. The employer shall pay the contractor the said contract amount or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The consultant in the said conditions shall mean the said M/S Dearch Designs & constructions Architects Private Limited, 1/98, Naktala , Kolkata – 700047 or in the event of their ceasing to be the consultant for the purpose if this contract for whatever reason such other person or persons as shall be nominated for that purpose by the Employer, provided always that the person subsequently appointed to be consultant under this contract shall be entitled to disregard or overrule any previous decision or approval or direction given or expressed in writing by the consultant for the time being.
4. The said conditions and appendices thereto shall be read and considered as forming part of this agreement and the parties here to shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.
5. The plan agreement and documents mentioned herein shall form the basis of this contract.

6. This contract is neither a fixed lump sum contract nor a piece work in respect of the Electrical & LAN works for UCO BANK, Budbud branch including ATM as per the scope described and to be paid for according to actual measured quantities at the rates contained in the schedule of rates probable quantities or as provided in the said conditions.
7. The employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day on which he is instructed to take possession of the site, or from the 7th day after the date of issue of formal work order as provided for in the said conditions whichever is later and to complete the entire work within **30** days subject nevertheless to the provisions for extension of time.
9. All payment by the Employer under this contract will be made only by UCO Bank, Zonal Office, Durgapur.
10. Any dispute arising under this agreement shall be referred to arbitration in accordance with the stipulation laid down in the general conditions of contract.
11. That the several parts of this contract have been read by the contractor and fully understood by the contractor.
12. This agreement can be terminated by either client on giving 3 months notice normally. However, in exigent circumstance, the services of the contractor can be terminated by giving notice of lesser period.
13. If the rate quoted by the contractor for any item/ items are not workable or abnormally lower or higher ( +/- 25% ) than the market rate/estimated rate the bank may demand Bank guarantee from the contractor for satisfactory completion of these work. The bank guarantee amount will be difference amount between total quoted price & approved estimate. This bank guarantee will be released after completion of the entire works to the satisfaction of the bank. If the submitted total amount is below or above 15% of the estimated amount then Detail Analysis of Rates to be given. Without this analysis submitted tender will be cancelled.

IN WITNESS WHEREOF the parties here have to set their hands the day and year first above written.

Signed, and delivered by. ----- By the hands of MR----- (name and designation) it's-----and constituted attorney in the presence of

1. ----- 2. -----  
-----

Address: ..... Address: .....  
.....

Witness

Signed and delivered by the hands of MR. ----- Partner of-----in the presence of

1. ----- 2. -----  
-----

Address: ..... Address: .....  
.....

## SECTION –V

### GENERAL CONDITIONS OF CONTRACT

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

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

2. **Employer:** The term employer shall denote UCO Bank, Zonal Office, Durgapur, 1st Floor, UCO Bank Steel City Branch, Einstein Avenue, B Zone, Durgapur – 713205 or any of its employees representative authorized on their behalf.

3. **Consultant:** The term consultant shall mean M/S Dearch Designs & constructions Private Limited, 1/98, Naktala , Kolkata – 700047 or in the event of their ceasing to be consultant for the purpose of this contract such other persons /as the employer shall nominate for the purpose.

4. **Contractor:** The term contractor shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such individual of such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual of firm or company.

5. **Site:** The site shall mean the site where the work is to be executed at Budbud branch including ATM.

6. **Drawings:** The work is to be carried out in accordance with drawings, specification, the schedule of quantities and any further drawings, which may be supplied, or any other instructions, which may be given by the employer consultant during the execution of the work. All drawings relating to work given to the contractor together with a copy of specification and schedule of quantities are to be kept at site and the employer /consultant shall be given access to such drawings or schedule of quantities wherever necessary. In case any detailed drawings are necessary contractor shall prepare such detailed drawings and or dimensions sketches there for and have it confirmed by the employer consultant prior to taking up such work. The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 20 days ahead from the time when it is required for implementation so that the employer /consultant may be able to give decision thereon. The work shall mean the work to be executed or done under this contract.

7. **SCOPE:** The work consists of Electrical & LAN works for UCO BANK, Budbud branch including ATM. In accordance with the drawings, specifications and schedule of items and quantities. It includes furnishing all material, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work during its progress and upon completion, shall confirm to the lines, elevations and grades as shown on the drawings furnished by the employer /consultant and to furnish by the employer/consultant. Should any detail essential for efficient completion of the work be omitted from the

drawings and specification it shall be the responsibility of the contractor to inform the employer /consultants concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer/consultant may in their absolute discretion issue further drawings and or written instructions, details, directions and explanations which are here after collectively refereed to as the employer /consultants instructions in regard to:

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

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

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

D: The demolition removal and /or rejection of any work executed by the contractor /s

E: The dismissal from the work of any persons employed thereupon.

F: The opening up for inspection of any work covered up.

G: The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period)

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

**8. DETAILED DRAWINGS AND INSTRUCTIONS:** The employer through its consultant shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents true developments thereof and reasonably inferable there from. The work shall be executed in conformity therewith and the contractor shall not work without proper drawings and instructions. Immediately after receipt of the work order of the contract the contractor shall prepare a program schedule and submit the same to the employer through the consultant for approval which shall indicate the dates for the starting and completion of the various activities at the stages of construction.

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

**10. OWNERSHIP OF DRAWINGS:** All drawing specification and copies thereof furnished by the employer through its consultant are the property of the employer. They are not to be used on other work, and with the execution of the signed contract set are to be returned to the employer on request at the completion of the work.

**11. FAILURE BY CONTRACTORS TO COMPLY WITH EMPLOYERS /CONSULTANTS INSTRUCTION:** If the contractor after receipt of written notice from the employer and or the consultant requiring compliance within ten days fails to comply with such further drawings and or employer /consultant instructions, the employer through the consultant or other persons, may employ other persons to execute any such work whatsoever that may be necessary to give effect thereto and pay all cost incurred in connection therewith and same shall be recoverable from the contractor by the employer on the certificate of the consultant as a debt or shall have right to deduct same from any money due or to become due to the contractor.

**12. TENDERER SHALL VISIT THE SITE:** Intending tenderer shall visit the site and make him self thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of transport condition, effective labor and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender cost for carriage, freight and other charges including all taxes etc. as also for any special difficulties and including all taxes etc as also for any special difficulties and including police restriction for transport etc for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the employer /consultant might be deemed to have reasonably been inferred to be so existing before commencement of work.

**13. TENDERS:** The entire set of tender paper downloaded from bank's website and should be submitted fully priced and also signed on the last page together with initials on every page. Initial/signature will indicate the acceptance of the tender papers by the tenderer. The schedule of quantities shall be filled in as follows:

- i) The Rate column to be legibly filled in ink in both English figures and English words.
- ii) Amount column to be filled in for each item and the amount for each subhead as detailed in the schedule of quantities.
- iii) All corrections overwriting are to be initialed with the seal of the firm.
- iv) In case of any errors/omissions in the quoted rates, the rates given in the tender marked original shall be taken as the correct rates.

No modification writing or corrections can be made in the tender papers by tenderer.

The employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up each and every item should be correct, workable and self-supporting. If called upon by the employer consultant detailed analysis of any or all the rates shall be submitted .The employer/consultant shall not be bound to recognize the contractor analysis.

The work will be paid for as measured work on the basis of actual work done and not as lump sum contract. All items of work described in the schedule of quantities are to be deemed and paid as complete work in all



respects and details including preparatory and finishing work involved, directly, related to and reasonably detectable from the drawings specification and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump sum charges in the tender in respect of any item or work, the payment of such time of work will be made for the actual work done the basis of lump sum charges as will be assessed to be payable by the employer consultant.

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

**14. AGREEMENT:** The successful contractor shall sign the agreement as per draft agreement within **7 days** from the date of issue of formal work order and he shall pay for all stamps and legal expenses, incidental thereto. However the written acceptance of the tender by the employer /consultant on behalf of employer will constitute a binding contract between the employer and the person so tendering whether such formal agreement is or is not subsequently executed.

**15. ROYALTIES & PATENTS:** The contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the employer harmless from loss on account thereof.

**16. PERMITS AND LICENCES:** Permits and licenses for release of materials which are under government control will be arranged by the contractor .The employer will render necessary assistance, sign any forms or applications that may be necessary.

**17. GOVERNMENT AND LOCAL RULES:** The contractor shall confirm to the provisions of all local to the provisions of all local byelaws and acts relating to the work and to the regulations etc. of the government and local authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by the said act, rules, regulations and bye laws etc and pay all fees payable to such authority for execution of the work involved .The cost, if any shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. and shall indemnify the employer against such liabilities and shall defend all actions arising from such claims or liabilities.

**18. TAXES AND DUTIES:** The tenderer must include in their tender prices quoted for all duties, royalties, excise, sales tax, work contract tax or any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained.

**19. QUANTITY OF WORK TO BE EXECUTED:** The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. If at any after the commencement of the work, the employer consultant shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out the consultant employer shall give notice in writing of the fact to the contractor who shall have no claim to any payment for compensation whatsoever on account of any profit or advantage with which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the

original specification ,drawings ,designs and instructions which shall involve any curtailment of the work as originally contemplated.

**20. EARNEST MONEY/ SECURITY DEPOSIT & RETENTION MONEY:** The tenderer will have to deposit an amount of Rs 5,208.00/- in the form of crossed demand Bank Draft/Pay Order/Banker's cheque drawn in favor of UCO payable at Durgapur from any nationalized Bank at the time of submission of tender as an earnest money. The employer is not liable to pay any interest on the earnest money. The earnest, money of the unsuccessful tenderers will be refunded without any interest 21 days after the award of work or after the expiry of the validity period of the tender, whichever is earlier. In respect of the Successful Tenderer, Earnest money deposited at the time of submission of tender shall be retained as security deposit & returned to the vendor after successful completion of the works.

Retention money @ 10 % will be deducted from final bill of the accepted value of the tender. This retention money shall be refunded to the successful contractor without any interest 14 days after successful completion of the defects liability period of 12 months provided the contractor has satisfactorily carried out all the work and attended to all defects in accordance with the condition of the contract. In case the contractor fails to do so appropriate amount shall be deducted by the Bank from retention money.

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

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, Labour and /or materials inclusive of all tax and duties whatsoever except for specific items, if any stipulated in the tender documents.

The contractor shall supply fix and maintain at his own cost for the execution of any work all tools tackles machinery's and equipment's and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the public and safety of any adjacent roads, streets, walls houses buildings all other erections matters and things and the contractor shall take down and remove any or all such centering ,scaffolding, planking ,timbering etc shall be required or when so to do and shall fully reinstate and make good all matters and things disturbed during the execution of work to the satisfaction of the employer /consultant.

**22. TIME OF COMPLETION, EXTENSION OF TIME AND PROGRESS CHART**

**A. Time of completion:** The entire work is to be completed in all respects within the stipulated period of 30 days, from the date of issue of formal work order. Time is the essence of the contract and shall be strictly adhered to by the contractor.

The work shall not be considered as complete until the employer consultant have certified in writing that this has been completed and the defects liability period shall commence from the date of such certificate.

**B. PROGRAMME CHART TO BE PROVIDED:** During the period of construction the contractor shall maintain proportionate progress on the basis of the program chart submitted by the contractor immediately before commencement of work and agreed to by the employer consultant.

**23. CLEARING SITE AND SETTING OUT WORK:** The site shown on the plan shall be cleared of all obstruction, loose stone and materials rubbish of all kinds.

**24. MATERIALS WORKMANSHIP, SAMPLES, TESTING OF MATERIALS:** All the materials specified to be maintained and the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the employer.

**25. REMOVAL OF IMPROPER WORK:** The employer consultant shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time to times as may be specified in the order of any materials which in the opinion of the employer consultant are not in accordance with specifications or instruction .In case the contractor refuses to comply with the order the employer consultant shall have the power to employ and pay other agencies to carryout the work and all expenses consequent thereon or incidental thereto as certified by the employer consultant shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor .No objection certificate may be given by the consultant, shall relieve the contractor from his liability in respect or unsound work or bad materials.

**26. MEASUREMENT:** The consultant shall from time to time intimate to the contractor that he requires the work to be measured, and the contractor shall forthwith attend or send a qualified agent to assist the consultant or the consultants representative/employers representatives in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.

**27. ACTION WHERE NO SPECIFICATION:** In the case of any class of work for which there is no such specification in technical specification, such work shall be carried out in accordance with the I.S. specification and in the event of there being no I.S. specification, then in such case the work shall carried out in all respect in accordance with the instructions and requirements of the consultant /employer.

**28. CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC:** The contractor (s) shall not deposit materials on any site, which will seriously cause inconvenience to the public. The Consultant may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

## **29. PAYMENTS**

- a) All bills shall be prepared by the Contractor in the form prescribed by the Employer/Consultant, format enclosed. In the bill it has to be shown deductions for all previous payments, retention money, etc. Advance / adhoc payment for work actually executed will not be normally made. However, adhoc payment may be made at the discretion of Consultant /Employer in case of exigency.

- b) The Consultant /Employer shall issue a certificate after due scrutiny of the Contractor's bill stating the amount due to the Contractor from the Employer and the contractor shall be entitled to payment thereof, by the Employer.
30. The contractor shall work in close co ordination with other agencies to avoid rework/damage and ensure timely completion.
31. Any damage to the work before the building is handed over is to be replaced or made good at the contractor expense to the entire satisfaction of the consultant.
32. The quantities indicated are subject to change .The payment of the bill will be made as per actual measurement at site and will be certified by the Consultant and cleared by the employer.
33. The tender shall sign each and every page of the tender documents including the drawings attached hereto.
34. The consultant shall have power to insist to the contractor to submit the sample /color/ test certificate from any Govt. Authorized agent of any materials to be used in the work, where the expenditure is to be borne by the contractor.
35. 10% of the total value of work will be retained as retention money from Contractor's final bill which shall be released without any interest after the defect liability period of twelve months provided the contractor has satisfactorily attended to all defects if any, in this period.
36. In case of any dispute the matter will be referred to the Dy. General Manager, Zonal Office, Kolkata for an arbitration, whose decision shall be final and binding on both parties.
37. For litigation if any arising there of, the competent court at Kolkata alone will have jurisdiction.

## SECTION VI

### SPECIAL TERMS AND CONDITIONS

1. Name of the work : Electrical & LAN works for UCO BANK, Budbud branch including ATM.
2. Location : UCO Bank , Budbud branch including ATM.
3. Scope of Works : As in 1 & 2 above and as further detailed in instruction to Tender.
4. Date of Commencement : Within 7 (seven) days from issue of work order or site hand over which ever is later.
5. Defect liability period : 12 (Twelve) months from the date of completion certificate Issued by the consultant/employee.
6. Earnest Money : Rs. 5,208.00 /-
7. Initial security deposit : Initial security deposit amount will be same as EMD amount which will be refunded after satisfactory completion of work.
8. Limit of variation : No extra /additional work should be carried out by the contractors without prior consent approval. Any sample to be made shall be at your cost for approval.
9. Validity of the tender : 3 (Three) months after opening the tender.
10. Insurance : Successful contractors shall have to take out statutory labour laws, workmen compensation Act, Insurance policy/ Comprehensive Insurance policy for the duration of the work covering all aspects such as fire hazards, earthquake, third party risk etc. They should submit receipt of premium paid to the UCO BANK, Durgapur Zonal Office prior to commencement of the work.
11. Completion time and Liquidated Damage : The entire job will be completed within 30 days (Thirty days) from the date of the work order. In the event of your failure to complete the work In all respects including site clearance and Reinstatement of damaged proportion within The stipulated time. Liquidated damage @ 1% per week of delay or part thereof shall be levied subject to a maximum of 10% of the total order value.
12. Return of EMD to unsuccessful: The Earnest money deposit of Bidders unsuccessful bidders will be refunded to them WITHOUT ANY INTEREST within 21days from the date of award of work to the successful bidder.

13. Force Majeure: Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any damage, if any, to the extent such delay or failure of performance is caused by occurrences such as Acts of god or an enemy, expropriation or confiscation of facilities by Government authorities, Acts of war, rebellion, sabotage or fires, floods, explosions, riots or strikes. The contractor shall keep records of the circumstance referred to above and bring these to the notice of the Engineer-in-charge/site – In charge in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the contract Period. One decision of the owner arrived at after consultation with the contractor, shall be final and binding. Such a determined period of time shall extended by the owner to enable the contractor to complete the job within such extended period of time. If the contractor is prevented or delayed from performing any of his obligations under this agreement by force majeure, the contractor shall honor the circumstance constituting the force majeure and the obligations, performance of which is thereby delayed or prevented, within Seven days of the occurrence of the events.

**CERTIFICATE**

1. The Measurement on the basis of which the above entries for the running bill no..... were made have been taken jointly on.....and are recorded at pages .....to .....of measurement book no.....

2. The work recorded in the above mentioned measurement has been done at the site satisfactorily as per tender drawings, conditions and specifications.

Signature of the contractor

Signature of the consultant

Signature of the Employer

Date:

Date:

Date:

Place:

Place:

Place:

We hereby certify that an amount of RS..... (Rupees.....)  
may be paid to M/S .....against their bill no .....  
Dated.....subject to verification of all other previous payments, if any made to them on this account,  
cost of materials supplied to the contractor , if any ,and income tax and any other tax deduction as per rule  
.The Total payment including this should not, however, exceed  
RS.....

**SIGNATURE OF CONSULTANT**

**PROFORMA FOR APPLICATION FOR EXTENSION OF THE TIME PERIOD**

1. Name of the contractor:
2. Name of the work as given in the agreement:
3. Estimated tender amount:
4. Date of commencement of work as per agreement:
6. Period for which extension of time availed previously:
7. Period for which extension is applied for:
8. Hindrances on account of which present extension is applied:
  - a) Nature of hindrance:
  - b) Date of occurrence:
  - d) Period for which it is likely to last:
  - e) Remarks if any:
9. Extension of time required for extra work if any:
10. Details of extra work and the amount involved:
11. Proportionate period of extension of time on estimated amount put to tender:
12. Total extension of time required for 07 & 09:  
Submitted to the consultant/ employer

.....

Date.....

Signature of the contractor  
Date



SECTION VIILIST OF APPROVED MAKE OF MATERIALS FOR ELECTRICAL WORKS

<u>SN</u>	<u>ITEMS</u>	<u>APPROVED MAKE</u>
1	MS pipe ISI mark. 16 SWG	BEC / NIC
2	M.S. fittings (Bend / Elbow / G.I Saddle / 3way circular box)	BEC / NIC
3	Wire PVC insulated copper flexible wire. (FRLSH)	Finolex / R.R. Kable / Polycab
4	A.C. starter	North – West / Crabtree/ MDS Legrand/ Anchor-Panasonic
5	250 Volt 6 Amp Piano reed type switch, socket, modular plate	Kolors/ Anchor
6	250 Volt 6/16 Amps. 3 pin modular type switch, socket	Crabtree ( Athena ) /ABB (Sheron)/ MDS Legrand (Mosaic ) / Schnider ( Livia )/Anchor-Panasonic ( Roma Plus )
7.	Relay	ALSTOM / L & T
8.	Capacitor	Mamal / L&T
9.	Current Transformer	Kappa / L&T / Schneider (CG) A.E.
10.	Changeover Switch	L&T/ HPL / GEC / Havells
11.	Amps meter & Voltmeter. 96 x 96 mm (Analog)	AE / IMP / L&T ALSTOM/ HPL / Havells
12.	Miniature Circuit Breaker & MCB Distribution Boards, RCBO	MDS / ABB / L&T (Hager) / Schneider (CG) / Siemens / LK fuga / Havells/ Anchor-Panasonic
13.	Armoured Cable	NICCO / Fort Gloster / Havells / Polycab
14.	Telephone Socket RJ - 11	Crabtree / ABB / MDS/ Anchor-Panasonic
15.	Telephone Cable ( 0.51 mmsq) 10/20 pair	National / Delton / Netco / Finolex / Retco
17.	Lugs	Dowells
18.	Terminal Connector	ESSEN
19.	SFU / SPN / TPN Sheet metal housing / Open execution front handle with housing	L & T / Siemens / Havells
20.	Telephone Connector	KORN type
21.	Selector Switch ( Rotary type)	Kaycee / A.E./ L&T/ Siemens
22.	Rigid PVC Conduit ( MMS )	BEC / Kalinga / Plaza / AKG / Precession/Polycab/ Anchor
23.	Sliding fuse / DZ fuse	Bharat Lender / BCH

24.	PVC casing ( 20 mm )	Precession / Supreme / Oriplast
25.	Clock switch / Time switch	L & T/ MDS / GIC / T & C
26.	PVC Tape	Steel Grip / Anchor
27.	Join box ( 6" x 4" MS box ) heavy type	Local Make
28.	Call Bell	Anchor / Max / Roma
29.	Brass cable gland	Arun ( heavy type ) / Dowells
30.	LED Indicator ( bright type)	Mikadov / L&T / MDS
31.	PVC Flexible pipe	Hanuman / Precession / Kalinga
32.	Metal Clad socket & plug having scraping earth arrangement	Siemens / L& T/ MDS / Schneider
33.	MCCB	Siemens / L& T/ MDS / Havells /Anchor-Panasonic
34.	Light fittings	Havells/ Wipro/ Anchor-Panasonic
35.	Exhaust Fan	E.P.C / G.E.C / Crompton/ Usha/Polar
36.	Wall mounting ( Osylating Type ) / Pedestal Fan	Orient / Crompton / Khaitan/Polar/ Usha
37.	All other items not covered above	As per sample approved by Employer/ Consultant

**NOTE:** The contractor shall use only above mentioned material or equivalent make to be approved by the Consultant. All other materials shall confirm to the specifications laid down. The tenderer shall take this into account while tendering rates / prices. The Consultant/Owner has got every right to select any of the above Makes for the Project. However Owner/Consultant before Execution shall be approved the samples of every material including all fixing accessories.

LIST OF APPROVED MAKE OF MATERIALS FOR LAN WORKS

<u>SN</u>	<u>ITEMS</u>	<u>APPROVED MAKE</u>
1.	Cat 6 Cable	Finolex, Lucent, D-link, Molex
2.	RJ45, Front plate, Socket, IO Box	D-link, Lucent, HCL, Amp ,Molex
3.	25mm dia PVC rigid conduit ( MMS )	Precession, A.K.G, Plaza, Kalinga, Polycab, Anchor
4.	16 SWG MS sheet Floor Junction Box (250x250x35)mm	Local make
5.	24 port Switch	D-link, Netgear, Whaywe ( 3 com)
6.	24 port Jack panel	D-link, Lucent, HCL, Amp
7.	19" Rack 9U with glass door	APW, HCL, Vero – President
8.	Mounting cord 7'-0"	D-link, Lucent, HCL
9.	Mounting cord 4'-0"	D-link, Lucent, HCL
10.	All other items not covered above	As per sample approved by Employer/Consultant