



बैंक ऑफ़ बड़ौदा Bank of Baroda

Bank of Baroda invites tenders from interested parties / contractors, in duplicate for
for its proposed **Exterior Paintings of 'BOB House' Residential
Flats at Old Padra Road, Vadodara.**

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टेंडर आमंत्रित करने हेतु नोटिस

प्रति,

प्रिय महोदय,

विषय : बॉब हाऊस 'आवासीय फ्लैट', ऑलड पादरा रोड, बड़ौदा का बाहरी पेइंटिंग कार्य

बैंक ऑफ़ बड़ौदा, प्रधान कार्यालय, बड़ौदा अपने बॉब हाऊस 'आवासीय फ्लैट', ऑलड पादरा रोड, बड़ौदा के बाहरी पेइंटिंग कार्य के लिए ऐसे इच्छुक पार्टियों / कॉन्ट्राक्टरों से दो प्रतियों में सिंगल बीड टेंडर्स सिंगल बीड टेंडर्स आमंत्रित करता है, जिन्होंने एक वर्ष में कम से कम रु. 5 लाख का कॉन्ट्राक्ट कार्य किया हो और जो निर्धारित समयावधि में उपरोक्त कार्य करने हेतु सहमत हो और सक्षम हो. टेंडर प्रस्तुत करने की अंतिम तारीख 06.04.2012 को दोपहर 2.00 बजे तक है.

टिप्पणी : टेंडर प्रस्तुतकर्ता ने अंतिम तीन वित्तीय वर्षों में इसी प्रकार के कम से कम तीन कार्य पूरे किये हो यह जरूरी है.

टेंडर शुल्क एवं ईएमडी :

	के पक्ष में	राशि रु. में	मांग ड्राफ्ट / बैंकर्स चेक
टेंडर शुल्क	बैंक ऑफ़ बड़ौदा	500/-	बड़ौदा में देय
ईएमडी	बैंक ऑफ़ बड़ौदा	5,000/-	

टेंडर प्रस्तुतकर्ता को बैंक के निर्धारित प्रोफार्मा में ही अनिवार्य सूचना प्रस्तुत करनी होगी. टेंडर प्रस्तुतकर्ता की तकनीकी-पूर्व योग्यता इस अनिवार्य सूचना तथा टेंडर दस्तावेजों के साथ प्रस्तुत किए गए समर्थक दस्तावेजों पर और बैंक द्वारा उनकी जांच एवं / या टेंडर प्रस्तुतकर्ता द्वारा किए गए कार्यों का निरीक्षण / सत्यापन पर आधारित होगी. बैंक को यह अधिकार होगा कि बिना किसी कारण बताए किसी भी टेंडर को अस्वीकृत या रद्द कर दे.

ऊपर दर्शाए गए के अतिरिक्त किसी अन्य रूप में प्राप्त टेंडर बीड्स को अपात्र माना जाएगा.

धन्यवाद.

भवदीय,

Sd/-

मुख्य प्रबंधक

(कार्या.प्रशा.,ले.सा., सं.फार्म एवं सुरक्षा)

बैंक ऑफ़ बड़ौदा

प्रधान कार्यालय, सूरज प्लाजा-1

सयाजीगंज, बड़ौदा

दिनांक :



NOTICE INVITING TENDER

To,

Dear Sirs,

Sub : Exterior Painting work for 'BOB House' Residential Flats, Old Padra Road, Vadodara.

Bank of Baroda, Head Office, Baroda invites single bid tenders in duplicate, for Exterior Painting Work for 'BOB House' Residential Flats, Old Padra Road, Vadodara from interested parties / contractors who have executed at least contract work for Rs.5 lacs in a year and is agreeable and able to execute the above work within stipulated time. The last date for submission of tender is 06-04-2012 upto 14.00 hrs.

Note : The tenderer must have executed minimum 3 jobs of equivalent nature in last three Financial Years.

TENDER FEE AND EMD :

	Favoring	Amount Rs.	DD/Banker's Cheque
Tender Fee	Bank of Baroda	500/-	Payable at Baroda
EMD	Bank of Baroda	5,000/-	

The Tenderer must also submit the Mandatory Information **strictly in Bank's prescribed proforma**. Technical Pre-qualification of the tenderer will be based on the Mandatory Information and supporting documents submitted along with the tender documents as well as Bank's scrutiny of the same and/or inspection/verification of works carried out by the Tenderer. Bank reserves the right to accept or reject any tender without assigning any reason whatsoever.

Tender Bids received in any form other than mentioned above will be disqualified.

Thanking you,

Yours truly,

Sd/-.

CHIEF MANAGER
(OA, STN. & SF & Security)
Bank of Baroda
Head Office,
Suraj Plaza-1,
Sayajiganj,
BARODA

Date :



**Mandatory information required for Prequalification of the bidder for
Exterior Painting WORKS
for BOB House, Residential Flats at Old Padra Road, Vadodara.**

- Important:**
1. Please type or handwrite in capital letters.
 2. Attach copies of the supporting documents.
 3. Please use additional sheets if required.

Name of the Bidder:

email address:

Telephone number office:

Telephone number office:

Fax no.:

Address 1:

Address 2:

City:

Pin code:

Year of Establishment:

Status of the Firm:

Proprietary / Partnership / Pvt. Ltd. / Pub.
Ltd.

Names of the
directors/Partners/proprietor:

Name and address of the **Bankers** – 1:

Name and address of the **Bankers** – 2:

Name and address of the **Bankers** – 3:

Registration number and date with
Registrar of Companies/Firms:

PAN Card Number:

Sales Tax Number:

Request copies of the Balance sheet:

Current solvency certificate from your
Banker for not less than Rs. Five Lacs:

Attach copy.

Empanelment with the other Companies /
PSUs

Field of activities:

Main Activity:

Value of the total work done till date:

List particulars of minimum 10
successfully completed works during last
Seven years amounting to Rs. Five lacs
or more:

List Number of Technical staff working in
the organization:

List number of other staff working in the organization:

Have you in past carried out any works for **Bank** of Baroda or its subsidiaries?

Have you been ever disqualified or levied penalty by the **Bank** in past for non fulfillment of the contractual obligations. If yes, please provide details in brief:

Have you been ever been put on a holiday list or banned by any Public Sector Units? If yes please provide details in brief:

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Seal and Signature of the Bidder/s.

Date:

Place:



बैंक ऑफ़ बड़ौदा Bank of Baroda
(Bank of Baroda, Head Office, Baroda)

PROFORMA -1

LIST OF PROJECTS EXECUTED BY THE CONTRACTOR/BIDDER DURING LAST -7- YEARS (as on 31-08-2011)
COSTING NOT LESS THAN Rs.5 lacs

Sl. No.	Name of work / project with address	Name & full postal address of the owner. Specify	Contract Amount (Rs.)	Stipulated time / Period of completion (Months)	Actual time of completion (Months)	Any other relevant information. Actual amount of the project, if increased, give reasons	Enclose clients certificate for satisfactory work
1	2	3	4	5	6	7	8

DATE :

SEAL & SIGNATURE OF THE BIDDER

PLACE

FORM OF TENDER

To,
The Chief Manager (OA, Stn. & SF & Security),
Bank of Baroda,
Head office – Baroda,
6th Floor, Suraj plaza-I, Sayajigunj
Baroda -390 005.

Dear Sirs,

Ref : Exterior Painting Work for 'BOB House' Residential Flats at Old Padra road, Vadodara.

Having examined the plans, specifications and schedule of quantities prepared by Bank and as to the location of the site and working conditions, I/we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities.

I/We herewith deposit **Rs.5,000/- (Rupees Five Thousands only)** by Demand Draft/ Banker's Cheque drawn in favour of Bank of Baroda, Baroda as Earnest Money Deposit (EMD) for the execution of the works at my/our tendered rates together with any variations should the work be awarded to me / us.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid EMD of Rs.5,000/- (Rupees Five Thousands only) in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents. I/we agree not to employ Sub-Contractors without the prior approval of the **Bank**.

I/we agree to pay Sales Tax, Works Contract Tax, Excise Tax, Octroi, VAT, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are leviable and the rates quoted by me/us are inclusive of the same.

I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree to **Bank** of Baroda's preconditions a stipulated in the tender documents.

I/We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Owner the **Bank**, during the course of the work, **Bank** reserves the right to terminate my contract and forfeit the Earnest money deposit paid by me in addition to recovery of all the dues to the **Bank** from the payment receivable by me. Further I may also be barred from tendering in future for the **Bank** and its subsidiaries.

I/we enclose demand draft/**Banker's** Cheque for **Rs. 5,000/-** towards Earnest Money deposit and tender fee of **Rs.500/-** (non-refundable) in envelope.

I/we agree to keep our tender open for 120 days from the date of opening of envelope. **Any Commercial disclosure in the Envelope 2 will disqualify me/us without any further scrutiny.**

Yours truly,

[To be signed by the Authorized Representative of
Tenderer holding Power of Attorney]

Place:
Date

SIGNATURE

INSTRUCTIONS TO TENDERERS:

1.0 Location:

- 1.1 The site is located at 'BOB House" Flats, B/h Gajanan Complex, Opp: Tube Co., Old Padra Road, Vadodara.
- 1.2 Tenderers must get acquainted with the proposed work and study drawings, designs, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall seek clarifications on any item, if required, prior to submitting his tender. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.
- 1.3 The Tenderer is advised to inspect the site to ascertain the nature of site, access thereto, location, facilities for procurement of materials, labour rates and execution of the work. The Tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

2.0 Submission of Tender:

- 2.1 Tender in duplicate must be submitted in original to The Chief Manager, Head Office, Bank of Baroda, Baroda and as per details given here under. The rates shall be filled in the Schedule Given in, of the tenderer document. In case of any queries, the Tenderer may contract to Sr. Manager (Tech) Shri Shailesh Jain or Mr.D.R.Patel on telephone No.2225126.
- 2.2 The tender in **duplicate** shall be submitted in sealed envelopes: The envelope containing the tender offer shall be duly super scribed with the above title.
- 2.4 The Tenderer is requested to quote strictly as per the terms and conditions and specifications given in the tender document and not to stipulate any deviations. However, if deviations, if un avoidable, should be indicated separately indicating the specific page number and clause number against which the deviations are made..Wherever specifications of certain works are not available they shall be deemed to be done as per relevant I.S code.
- 2.5 Addenda to this tender document, if issued, must be signed and submitted along with the tender document.
- 2.6 **All pages to be initialed:**

All signatures in tender documents shall be dated and stamped. All pages of tender documents shall be initialed at the lower right hand corner or signed wherever required in the tender papers by the Tenderer or by a person holding power of attorney authorizing him to sign on behalf of the Tenderer before submission of tender.

2.7 Rates to be in figures and words:

The Tenderer should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

2.8 Corrections and Erasures

No corrections and alterations in the entries of tender papers shall be permitted. If any they shall be signed and dated in full by the Tenderer. Corrections with white fluid and overwriting are not permitted.

- 2.9 The tender shall contain the names, postal address of the residence and place of business of authorized person signing the tender and shall be signed in /his usual signature. Partnership firms shall furnish the full names of all Partners in the tender. It should be

signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by a Corporation shall be signed by an authorized representative, and a power of Attorney on their behalf shall accompany the tender. A copy of the partnership deed of the firm with names of all partners shall be furnished.

2.10 When a Tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signatures should be attested by at least one witness.

2.11 **Witness:**

Witnesses and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.

Information required along with tender:

The following details are required to be submitted along with tender:

- a) List of Sub contractors to be employed.
- b) List of equipment proposed to be deployed for work.
- c) Site Organization chart with bio-data of Resident Engineer and key personnel proposed to be deployed at site.
- d) Income Tax Clearance and Sales Tax clearance certificates, where applicable.
- e) Power of Attorney in the name of persons who has signed the tender document, where applicable.
- f) Program of work.
- g) Each Tenderer shall submit with his tender a list of large works of like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the contractor in it and the time within which the works were completed. The Tenderer shall also submit along with his tender a list mentioning the names of manufacturers of specialized items.

4.0 Any printing or typographical errors/omission in tender document shall be referred to the by the **Bank** and their interpretation regarding correction shall be final and binding on Contractor.

5.0 **Transfer of Tender Documents:**

Transfer of tender documents purchased by one intending Tenderer to another is not permitted.

6.0 **Earnest money:**

6.1 The Tenderer shall pay the amount of Earnest Money as mentioned in the Notice Inviting Tender, by **Bank** Demand Draft/Banker's Cheque payable to **Bank of Baroda, at HEAD OFFICE - SURAJ PLAZA - 1, SAYAJIGANJ, BARODA**. No interest on Earnest Money deposited by the Tenderer shall be allowed. The Tenderer should attach the **Bank** draft/**Banker's** Cheque along with the tender failing which the tender will not be considered.

6.2 The Earnest Money of the unsuccessful Tenderers will be refunded within a reasonable period of time without any interest.

6.3.1 The Earnest Money deposited by the successful Tenderer shall be retained as part of Security Deposit.

6.3.2 The Security Deposit shall be forfeited if the Contractor fails to observe any terms and conditions of the Contract.

7.0 **Validity:**

Tenders submitted by Tenderers shall remain valid for acceptance for a period up to 120 days from the date of opening of tender. The Tenderers shall not be entitled during the period of validity, without the consent in writing of **Bank** to revoke or cancel his tender or to vary the tender given or any terms thereof.

8.0 **Addenda:**

8.1 Addenda to the tender document may be issued if required to clarify documents or to reflect modifications to the design or contract terms.

8.2 Each addendum issued by the **Bank** will be distributed to each person or organization to which a set of tender documents has been issued. Each recipient will submit the same along with his tender. .

9.0 **Right to accept or reject tender:**

9.1 The acceptance of a tender will rest with the **Bank** who does not bind themselves to accept lowest tender and reserve to themselves the authority to reject any or all the tenders received without assigning any reasons. They also reserve the right of accepting the whole or any part of the tender and the Tenderers shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Tenderer are liable to be rejected. For this purpose Tenderer shall quote rates for various items which will be self sufficient to meet their whole costs for executing any / every item. No demand for variations in rates for items executed shall be entertained on the plea of the **Bank** deciding to delete, alter or reduce the quantities specified in respect of the any item.

9.2 The work may be awarded to one or more agencies duly splitting the work at the entire discretion of the **Bank**. The quoted rates shall hold good for such an eventuality.

10.0 **Rates:**

10.1 The **Bank** is not concerned with any rise or fall in the prices of materials and labour. The rates quoted shall include all costs, allowances, taxes including sales tax on works contract or any other charges including any enhanced labour rates etc. which may become effective for any reason including those due to acts of Government/ Statutory Bodies enacted from time to time by the State and or the Central Government. Under no circumstances, **Bank** be held responsible for compensation or loss to the contractor due to any increase in the cost of labour or materials etc.

10.2 The rate quoted in the tender shall also include electric and water consumption charges for construction and erection. If power and water are available at the site, the Contractor shall have to make his own arrangements to obtain the connections from the available sources at his own expense and maintain an efficient service of electric light and power and water and shall pay for the services consumed and maintain the installations at his own cost. If no power and water are available at the site, the Contractor shall have to make his own arrangements to obtain power and water connections and maintain at his own expense an efficient service of electric light and power and shall pay for the electricity consumed.

11 Payments for the work to be executed under this contract shall be made as per the tender document, and no variation in the mode of payment will be acceptable.

12 The Tenderer shall guarantee that the work shall conform to the detailed specifications.

13 **Signing of the Contract :**

a) The successful Tenderer shall be required to execute an agreement in the proforma attached with this tender document within 08 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful

Tenderer to sign the agreement within the above-stipulated period. The **Bank** reserves the right to forfeit the earnest money/ security deposit and cancel the contract.

b) Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Tenderer and accepted by him shall be operative and binding on the **Bank** and the Contractor.

14. On acceptance of the tender, the name of the accredited representatives of the Tenderer who would be responsible for taking instructions from the **Bank** shall be mentioned by the Tenderer.
15. The **Bank** has the right to delete items, reduce or increase the scope of work without the contractor claiming any compensation for the reduction in the scope of work.
16. I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers.

Witness _____

Address _____

Date : _____

Signature of Tenderer

Address _____

Date: _____

TO BE STAMPED AS AN AGREEMENT

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at BARODA on the _____ 20__
between **BANK OF BARODA**, a body corporate having its Head office at Baroda,
and Central Office at C-26, G-Block, Bandra Kurla Complex, Bandra (E), MUMBAI
– 400 051. (Hereinafter called "**the Bank**") of the one part

AND

(herein after called "**The Contractor**") which expression shall, unless repugnant to
the context, mean and include of the other part.

WHEREAS

The Bank is desirous of carrying out **Painting Work – Exterior Surface for Residential Flats, BOB House, B/h Gajanan Flats, Opp: Tube Company, Old Padra Road, Vadodara..**

1. (hereinafter referred to as the said **site**) and the said complex as is more fully described in the layout drawings and for the purpose, the parties hereto have agreed to entered into this contract (hereinafter referred to as the contract).
2. **The Contractor** has agreed to execute the said works subject to the provisions hereinafter contained and subject also to General and Special Conditions, Safety Code, Model Rules for the protection of health and Sanitary arrangements for works, Specifications, Preambles and Schedule of Quantities and installation schedule, all of which are hereinafter collectively referred to as the 'said tender conditions' strictly in accordance with the drawings annexed hereto, and the specifications and schedule of quantities referred to above at or for the respective rates set out in the priced Schedule of Quantities amounting to the sum as there under arrived at or such other sums as shall become payable there under (hereinafter referred to as the said contract value).

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. In consideration of the said contract value to be paid by **the Bank** to the Contractor at the time and in the manner set forth in the said tender conditions and in accordance with the Schedule of payments to execute and complete the work shown upon the said Drawings strictly in accordance with the specifications and priced schedule of quantities.
2. The said tender Conditions and the Annexure hereto shall be read and construed as forming part of this contract and the parties hereto shall respectfully abide by, submit themselves to the said conditions and perform the agreements on their part respectively contained in the said conditions.
3. The approved drawings mentioned herein shall also form the basis of this contract.
4. This Contract is a fixed Lump sum Contract to be carried out and to be paid.
5. ---

6. The contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith at and within the same site as may be ordered to be done from time to time by the said **Bank** for the time being, even if such work may not be shown on the said drawings or described in the said schedule of specifications and schedule of Quantities.
7. The **Banks** reserves to themselves the right of altering the drawings and the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this contract and the **Contractor** hereby agrees to commence the work within 10 days from the date of work order or handing over of the site as provided for in the said terms and conditions, whichever later, and shall complete the entire work within the specified period, subject nevertheless to be provisions for extension of time as may be agreed to by the **Bank** and as contained in the said conditions.
9. All payments by the **Bank** under this Contract will be made only at BARODA.
10. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen at BARODA and only courts in BARODA shall have jurisdiction to determine the same.
11. This contract shall be signed in duplicate, the original whereof shall be kept in the custody of the **Bank**, the duplicate with the Contractor.
12. That the contract and several parts of this contract have been read by the contractor and fully, understood by the contractor. The contractor shall not be entitled for payment beyond tender quantities unless ordered specifically by written instructions of **Bank**.

IN WITNESS WHEREOF the Bank has set his hands hereunto and three duplicates hereof through his duly authorized official and **the Contractor** has caused these presents and three duplicates hereof under his common seal/by his duly authorized representative at the place and on the date month and year first herein above written.

SIGNED SEALED AND DELIVERED by BANK OF BARODA, the Bank by the hand of

Shri.

(Name and Designation)

in the presence of

(1) _____

Address: _____

(2) _____

Address: _____

WITNESS

SIGNED SEALED AND DELIVERED BY M/s.

The contractor by the name of Shri _____ (Name and Designation) in the presence of

(1) _____

Address:

THE COMMON SEAL OF M/s _____ the contractor was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____

_____ in the presence of :

(1) _____

(2) _____

Directors who have signed these presents in token thereof in the presence of

(1) _____

(2) _____

APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1.	Name of the work	Exterior painting work to 'A' & 'B' Towers with its compound wall, watchman cabin & covered parking area of Residential Flats at Old Padra Road, Opp: Tube Company, Vadodara.
2.	Location	BOB House Executive Flats, B/h Gajanan Complex, Opp: Tube Company, Old Padra Road, Vadodara
3.	Tender Fees	Rs.500/- (non refundable) by Bankers' Cheque or DD in favour of Bank of Baroda, Head Office, Baroda.
4.	Last date of submission of Tender	06-04-2012 upto 3.30 p.m.
5.	Date of opening of tender in presence of bidders	06-04-2012 at 4.00 p.m., 6 th Floor, Conference Room, Suraj Plaza-1, Sayajiganj, Vadodara.
6.	Tender submission	Chief Manager (OA, STN. & SF & Security), 6 th Floor, Suraj Plaza-1, Sayajiganj, Vadodara.
7.	Earnest Money	Rs.5,000/- in form of Demand Draft made in favour of Bank of Baroda, Head Office, payable at Baroda.
8.	Date of commencement of work	Within one week after date of issue of work order.
9.	Time of completion	Within 20 days from date of commencement.
10.	Liquidated Damages for Delay	Rs.500/- per week subject to maximum of 10% of the total contract value.
11.	Initial Security Deposit	2% of the Contract value payable by DD in favour of Bank of Baroda, Head Office, Baroda including the earnest money deposit.
12.	Retention Money	8% retention money will be deducted from the gross value of each interim bill 50% of the total retention amount shall be refunded on issue of virtual completion Certificate. 50% amount may be refunded 15 days after end of defect liability period. No interest shall be paid on retention money.
13.	Defect liability period	12 months from the date of virtual completion certified by Bank's engineer.
14.	Minimum value for honouring interim payment	Rs.200000/-
15.	Period of submitting Final Bill	Within two weeks of virtual completion of work.

16.	Tax deducted at source	As applicable
17.	Rejection of tender	Contractor not fulfilling the eligibility criteria and also the submission of late tender without earnest money shall be rejected.

Signature of Contractors :

Witness :

GENERAL INSTRUCTIONS, SPECIFICATION & SCOPE OF WORK

- a) The contractor shall carry out the work in manner described herein and to the entire satisfaction of bank.
- b) The entire execution of all the items of the work forming part of this contract shall be carried out as per specifications and latest editions of Indian Standard specifications as existing on effective date of contract.

For such items of works which may arise and which are not covered by the specifications or by relevant IS specifications the decision of the bank regarding specifications of such works shall be final and binding to the contractor. The specification forms a part of the contract and shall be read in conjunction with other documents.

- c) This is an item rate contract and the contractors' rates shall remain unchanged although the actual quantities may be different from those shown in the schedule of quantities. The quoted rates shall be inclusive of all the liabilities / responsibilities relating to contract labour laws / insurance / provident fund etc. and no variation in price will be affected for those purpose. Any rise in the quoted item rates due to escalation in cost of materials, labours, all taxes, inclusive of sales tax, work contract taxes etc. shall have to be borne by contractor and rates shall not be subject to any change once the tender is finalized.

The quoted rates shall be inclusive of materials, labours, tools and plants and overheads etc. along with taxes.

Quantities mentioned in the schedule of quantities are estimated quantities and the contractor must verify the same at site, before ordering materials and / or starting the job and owner shall not be responsible for delay due to shortfall or excess purchases done by the contractor. Payment shall be made as per actual quantity executed at site and after deducting taxes and retention money.

- d) Extra Item :
Rates for any extra items not covered in tender shall be decided on the basis of similar items in tender if any. If no such item is available the same shall be worked out on the basis of CPWD rate analysis. A fixed sum of 15% will be paid for overhead and profit to contractor on standard rates for labour and materials. Bank decision shall be binding to contractors for fixing rates of extra items. Contractors are required to get the rates of labour and material approved from Bank.
- e) Basic Materials:
Contractors shall supply all materials required to complete the items quoted in the schedule of quantities. All materials shall conform to IS specifications.

- f) General Instructions :
- The contractor shall at all time of filling of tender stick to the specifications, units and modes of measurements. On acceptance of the quoted tender by the bank, the contractor shall be notified of the same by written work order. The contractor shall not start the work till he / they receive the work order. On receipt of the work order the contractor shall report to the engineer in charge of the work site with his own construction schedule / programme. The contractor shall strictly observe the time allowed. Liquidated damage shall be imposed in case of delay in completion of work on part of Contractor.
- g) Bank reserves the right to add, delete any item either in part or full. Nothing extra shall be paid on account of addition or deletion of the item either in part or full.
- h) Item not executed as per specifications shall be replaced by the Contractor at their cost. However, if the same is accepted then proper devaluation will be made while making payment.
- i) Staff:
Depute qualified staff for carrying out the work as per specifications.
- j) Cleanliness of Work Site:
General cleanliness on site during execution period shall be provided. After the work is completed and a part of work is handed over, the contractor shall clean the area, for which no any extra payment shall be made.
- k) Inspection:
The work shall be conducted under the general direction of Bank to ensure strict compliance of specifications. No changes whatsoever to any provision of the specification shall be made without written authorization from the bank. Items not taken in tender shall not be executed without prior sanction from the Competent Authority.
- l) Maintenance of work:
The already executed work will have to be protected against any possible damage and damage if any, shall be made good at the cost of contractor, to the acceptable standard and as approved by the Bank at site.
- m) General Co-ordination :
Contractor shall plan and carry out the execution of work without disturbing the occupants of flats and shall ensure full co-operation with the Bank to complete the work as per schedule and specification.
- n) Compliance with statutory regulations work rules:
The contractor shall comply with statutory requirements as well as work rules enforced at the site of work, and the rates quoted shall include all expenses required for complying with such rules/regulations.

GENERAL TERMS & CONDITIONS FOR VARIOUS TYPES OF PAINTING WORK

1. Inspection / Acceptance :

Our representative shall inspect the quality of material & workmanship as and when required. Correct material with respect to make & specification shall be used.

The vendor shall guarantee that the various items supplied under his scope shall meet the specifications. The guaranteed material, the workmanship and the surface finish are those which are either specified in the Technical Specification or form part of the vendor's proposal. However, Bank reserve the right to call upon the vendor to rectify the defectiveness, if any, in material / workmanship and the surface finish etc. as required.

In case it is found that the work carried out by the vendor is defective due to bad workmanship / defective material being used, the vendor shall carry out / rectify the work at his cost to the satisfaction of Bank of Baroda.

2. Material Handling:

Vendor shall arrange all the required materials tools tackles, labour etc. for carrying out the painting work.

Material receipt, unloading, loading, shifting to the respective blocks etc. shall be vendor's responsibility. Also any shifting of material during painting work and putting back the same to their respective positions shall be vendor's responsibility.

3. General Terms & Conditions :

- a. You shall employ adequate number of workmen to ensure timely completion of the job as per the contract. In case of your failure in adhering to the time schedule as per the contract, we are free to make an alternate arrangement at your cost and risk. Any additional cost thus paid by us shall be debited to your account or shall be deducted from your bills. You shall ensure that no labour child shall be deployed at our site.
- b. You shall strictly observe and follow relevant Government contract rules and their amendments from time to time.
- c. You shall obtain necessary labour license for the labour employed by you and shall ensure that the same is maintained till the completion of the contract period.
- d. You shall be fully responsible for the behavior and conduct of your employees and any dispute arising among your workmen shall be promptly dealt with by you and we shall not be responsible for the same in any manner whatsoever.
- e. You shall take care of the boarding, lodging, conveyance and other living expenses of your employees.

- f. You shall be responsible for any loss or damage to our property caused by your workmen same shall be recovered from you.
- g. You shall be responsible for the workmen engaged by you under any law or statutory rules or regulations in force from time to time. You shall discharge all such liabilities promptly and shall keep us indemnified against all such things.
- h. You shall keep us informed all the materials / tools brought inside our premises for carrying out the job and shall not remove any of the same from the premises without our consent in writing of all your above materials and tools shall be your sole responsibility.
- i. You shall strict abide by all the relevant statutory regulations for the workmen employed by you, a few of which have been listed below :
 - Contract labour (R&A) Act 1970
 - Income Tax Act 1961
 - Minimum Wages Act 1948
 - Employees Provident Fund Act 1952
 - Payment of Bonus Act 1965
 - Workmen Compensation and Retrenchment Act
 - Employees State Insurance Act
 - Any other similar Act / regulations.
- j. You shall be at all times indemnify us against any claim which may be made under the above Regulations or any statutory amendments / modifications thereof otherwise for or in respect of any / damage or compensation payable or in consequence of any accident or injury sustained by any workmen or other person whose entry into our premises has been authorized by you / for your purpose. You shall take out such insurance on the lives of the men employed by you at our site and such policy shall be produced by you on demand.
- k. You further, hereby indemnify and will keep us indemnified against all acts of omission or negligence, dishonesty or misconduct of the workmen / staff engaged by you for work at our premises. We shall not be in any case responsible for any death, accident or injury to your employees engaged by you, which may arise out in the course of their duties in our premises, nor we shall be liable to pay any damages or compensation to any such persons or third parties.
- l. Any payments, required to be made by you as referred to in the preceding clauses shall, if we have made or required to pay, be recoverable from you and we shall be at liberty, without prejudice to our other rights and remedies to deduct the said amounts from any amount due to you from us.
- m. Every person engaged by you or your subcontractors for work at our premises shall be deemed to be your employee for all purposes as above. No such employee shall have any right or claim against us and you shall keep us completely indemnified against the same at all times. You shall enter into service agreement in your agency's name with such employees.
- n. The payments against your bills will be made after deduction of contributions towards ESI and / or any other statutory requirements.

- o. Any conditions not included in this agreement will be discussed mutually and the decisions will be binding on both the parties.
- p. You shall ensure thorough cleanliness of the works carried out by you and shall ensure perfect housekeeping and clearance / disposal of debris, scrap etc. to our utmost satisfaction.
- q. The contractor shall not subcontract either full work or part thereof to any other subcontractor without specific written permission from Bank of Baroda.
- r. Any person, whose presence is found undesirable in the interest of Bank should be removed immediately.
- s. None of your workmen shall be allowed staying in the premises after working hours.
- t. No cooking, staying arrangements shall be allowed within the premises.
- u. You shall not engage any child labour and any children belonging to your workmen shall be kept away from the workplace.

Contractors are requested to fill up the total amount per Tower and submit the same in sealed envelop marking 'Financial Bid'. Bidders are requested to visit site before quoting the rates.

Bill of Quantities :

Sr. No.	Location	Total amount on Lumpsum basis
1	Tower 'A'	
2	Tower 'B'	
3	Compound Wall	
4	Weather shed, covered parking area & watchman cabin	
5	Garden equipments	
	Total amount	

1. Providing & applying Asian make 'ACE' Exterior Emulsion paint over existing sand faced surface, clean the surface thoroughly using a wire brush surface imperfection such as holes, cracks are to be filled by using mixture of white cement and fine sand (in the ratio of 1:3) or other chemical / solution apply a coat of exterior sealer (x1) and allow to dry for 4 to 6 hours. Apply two-three coats of Asian Paints ACE exterior emulsion.
2. Bottom portion of weather shed , covered portion of car parking & watchman cabin should be painted in two coats of Acrylic distemper after scraping old surface and applying one coat of premier.
3. Providing & applying Asian make synthetic enamel paint two coats after scrapping and applying one coat of red oxide to garden equipments.
4. Painting contractor have to attend minor repairing of cracks, filling of all vattas terrace, weather shed. Outer surface of water tank, walls, etc. by using standard and reputed companies filler material.
5. Rates should be inclusive of with cost of material, labour, scaffolding charges etc. and taxes as applicable.
6. No measurement will be taken. Payment shall be made on fixed total cost of each Tower

SIGNATURE OF CONTRACTOR
WITH SEAL & DATE

BANK OF BARODA,
HEAD OFFICE, BARODA
DATE

