



बड़ौदा यू.पी. बैंक
Baroda U.P. Bank

BARODA U.P. BANK
Head Office GORAKHPUR
(Sponsored by Bank of Baroda)

**Buddh Vihar Commercial Scheme,
New Shivpuri Colony,
Taramandal,
Gorakhpur**

TENDER FOR PAINTING, REPAIR AND RENOVATION WORK

AT

**HEAD OFFICE
GORAKHPUR**

Architects

**M/s Bajaj & Associates,
Sophia Market, Court Road,
Saharanpur
Ph – 098970-66906, 098370-23300
09837933338
0132 -2724396**

General Manager

Date: 07.01.2023

BARODA U.P. BANK
Head Office GORAKHPUR
(Sponsored by Bank of Baroda)

**Buddh Vihar Commercial Scheme,
New Shivpuri Colony,
Taramandal,
Gorakhpur**

**Subject:-Painting, Repairing and renovation work for Baroda U. P. Bank at
HEAD OFFICE,Gorakhpur**

ISSUE OF TENDERS FROM

07.01.2023 TO 30.01.2023

LAST DATE OF SUBMISSION of Tender

30.01.2023 up to **3.00 pm**

TENDER OPENING DATE

01.02.2023 **TIME 3.30 PM**

TENDERS CAN BE DOWNLOADED FROM THE BANK'S WEBSITE www.barodaupbank.in OR CAN BE COLLECTED FROM THE FOLLOWING ADDRESS AND SHOULD BE SUBMITTED BY GIVEN DATE ALONG WITH NON RETURNABLE TENDER DOCUMENT FEES OF Rs. 500/- BY WAY OF DEMAND DRAFT IN FAVOUR OF **BARODA U. P. BANK AND PAYABLE AT GORAKHPUR**

PLACE OF TENDER COLLECTION / SUBMISSION:

BARODA U.P. BANK
Head Office GORAKHPUR
**Buddh Vihar Commercial Scheme,
New Shivpuri Colony,
Taramandal,
Gorakhpur**

NOTICE FOR INTIMATION TENDER

Sub: - Painting, Repairing and Renovation work for Baroda U. P. Bank at HEAD OFFICE GORAKHPUR

1) Sealed, item rate, tenders are invited in the prescribed format from experienced contractors for carrying out jobs in for execution of **Repairing & Renovation works for Baroda U. P. Bank at HEAD OFFICE GORAKHPUR** As per following details:

Name of the work	: Repairing & Renovation works for at HEAD OFFICE GORAKHPUR	Baroda U. P. Bank
Estimate cost	: Rs 27.26 Lacs without GST	
Earnest Money Deposit	: Rs. 55,000/- (Rs. Fifty Five Thousand Only) By Demand draft / Pay Order payable at GORAKHPUR & Drawn in favor of BARODA U. P. BANK	
Period of Completion	: 6 (SIX) weeks	
Validity of Tender	: 120 days	
Date of Issue of Tender	: 07.01.2023	
Tender Cost	: Rs. 500/- (Rs. Five Hundred Only) Applicable only in Demand draft collection of hard copy of tender from our office.	
Last date of submission of Tender	: Up to 3.00 p.m. on 30.01.2023	
Date & Time of opening the Tender	: 3.30 p.m. on 01.02.2023	

2) The tender document can be downloaded from our bank's website www.barodaupbank.in or obtained from the Head Office, **Baroda U. P. Bank, Head Office Gorakhpur, Budh Vihar Commercial Scheme, New Shivpuri Colony, Taramandal, Gorakhpur** and should be submitted in original, dully stamped, and sealed in the same office with requisite tender fees.

3) The item rates under the contract is for full, final & entire completion of all works in all respects described in contract & as shown in drawings forming part of the contract. Contractor must quote item rates for all the items of work. Tenders will be opened on 01.02.2023 at 3.30 PM at Head Office of the bank.

Signature & Seal of the Contractor

4) The tenders shall be submitted in a sealed envelope. The envelope shall be marked as Technical Bid and shall contain Volume- 1 of the tender, EMD in the form of Demand Draft / Pay Order and any other matter.

5) The Envelope of the contractors who have complied with the required EMD will be opened on the due date & time of opening.

6) Tenders are to be submitted in a sealed envelope cover super scribed "Tender for **Painting, Repair & Renovation works for Baroda U. P. Bank at HEAD OFFICE GORAKHPUR.**

7) The tenderer must use only the tender forms issued for the purpose to fill in the rates Intimation of tender quoted by letter, telegram / telex will not be acceptable.

8) Tenderers are advised not to make any alteration / modification in the tender documents, item of work or in any respect whatsoever. Violation of this requirement will make the Tender Liable for rejection.

9) In case of postal delivery, the tenderer has to ensure that tender reaches to Bank before the due date and time. The bank will not be responsible for damage in the transit and delay of receipt to tender, if any or for tender sent by a special messenger. Tender received late shall be rejected.

10) Every page of the tender documents should be signed by the person or persons submitting the tender in token of his / their having acquainted himself / themselves with the General and Special Conditions of Contract, Specifications etc., as laid down. Any tender with any of the documents not so signed will be subjected to rejection.

11) No consideration will be given to a tender received after the time stipulated above and no extension will be allowed for submission of the tender. The **Baroda U. P. Bank shall** not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

12) This notice inviting tenders, the conditions of tender and the duly completed form of tender etc. will form part of the Agreement to be executed by the successful tenderer with the bank.

The following document forming a part of tender are enclosed herewith

1. Introduction
2. Tender Notice
3. Special Instructions & Conditions
4. Letter of Offer
5. Form of Agreement
6. Preamble to B.O.Q.
7. Mode of Measurement
8. List of Approved Manufacturers for Materials
9. Bill of Quantities

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

FOR BARODA U.P. BANK

GENERAL MANAGER

Terms & Conditions for Vendors:-

1. Advance is not right of Vendor. The right of advance to Vendor solely rests with Bank/ organization.
2. Any request of advance from Vendor may only be entertained if work order is of more than Rs. 10.00 Lakhs
3. Only Vendor having valid & active e-mail id should participate in Tender process.
4. Work order sent via e-mail will be considered accepted if there is no response within 3 days of e-mail sent from Head Office.
5. Day to day communication/ instructions will be via e-mail and Vendor should be prompt in replying to every e-mail sent by Head Office / Architect etc.

TENDER NOTICE

Subject: Painting, Repair & Renovation works for Baroda U. P. Bank at HEAD OFFICE GORAKHPUR

Sealed item rate tenders are invited by Baroda UP Bank, Head Office, Budh Vihar Commercial Scheme, New Shivpuri Colony, Taramandal, Gorakhpur.

1. The work to be completed within **6 weeks** from 3rd days of the date of acceptance of work order placed by **Bank**.
2. The tenderers are required to submit complete form of tender, price the schedule of quantities and sign each page of tender documents before submission. The completed set is to be enclosed in a sealed envelope addressed to: **Head Office, Baroda U. P. Bank, Budh Vihar Commercial Scheme, New Shivpuri Colony, Taramandal, Gorakhpur.**
3. Tenders will be received up to **30.01.2023** on **03.00 PM**.
4. No tender will be received after the expiry of the time notified for receiving tenders under any circumstances whatsoever.
5. The tender will be opened at **03.30 PM** hours on 01.02.2023 **at** above address.
6. Tender shall remain valid for acceptance for a period of 90 days from the notified last date of tender submission.
7. The Bank reserves the right to reject any or all tender received without assignment of any reasons thereof.
8. The tender rate against each item of work / price indicated in the schedule of quantities and rates / price should be indicated both in words and figures. In case of any discrepancy, the rates indicated in words would prevail.
9. The rates quoted against each item of work / price should be for the complete finished item of work and include all labour, material, taxes, overhead, duties, etc. Any statutory change in the tax structure after opening of the tender shall be reimbursed by the Bank as per actual.
10. Each tender shall be accompanied by Earnest Money of **Rs. 55,000/- (Rs. Fifty Five Thousand Only)** in the form of Pay Order / Demand Draft in favour of **Baroda U. P. Bank**, payable at **GORAKHPUR** Tenders without Earnest Money shall be summarily rejected.
11. The earnest money deposited shall not carry any interest and will be refunded to the unsuccessful tenderers. Earnest money paid by the successful contractor will be retained by the Bank till completion of the work.
12. Earnest money paid by contractor shall be forfeited by the Bank if contractor fails to undertake the job when he is communicated about acceptance of his rates.
13. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. This tender notice shall form part of the contract documents.

GENERAL CONDITIONS OF CONTRACT

Subject: Repairing and Renovation works for Baroda U.P. Bank at HEAD OFFICE GORAKHPUR

General Instructions to Contractor

Inspection of sites: The contractor shall visit and examine the site and satisfy as to the nature and correct dimensions of work and facilities for obtaining material and shall obtain generally his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the ground of insufficient description will be allowed. All expenses incurred by the contractors in connection with obtaining information for submitting this tender including his visit to site and efforts in compiling the tender shall be borne by the tenderer and no claims for reimbursement thereof shall be entertained.

Safety Regulations: The contractor shall take all the necessary precautions while working and to safeguard adjacent property, Bank's property, Bank's employees, and traffic persons

Compliance to local laws: The contractor shall conform to the provisions of All Acts of the Legislature relating to the work and to the Regulation and Bye Laws of any authority. He shall also obtain the permission of the Municipality or any other Authorities if required under the existing rules.

Site cleaning: All the rates quoted are inclusive of removal of rubbish / debris collected during the progress of work, rejected material and clearance of site before and after the work is completed. Not more than one truck load shall be stored at any point of time that too for not more than 3 days. The contractor shall arrange to remove the same immediately. If the contractor fails to remove the same, Bank may remove it by engaging an outside agency and the expenses shall be recovered from the contractor and contractor will not dispute for the expenses so incurred.

Vouchers / bills: Contractor shall upon the request of the Bank furnish bills, invoices, accounts, receipts and other vouchers for all materials brought on site to prove that the material purchased are as mentioned in the specification.

Contractor's responsibility: The work will from time to time be examined by Project Architect, but such examination shall not in any way exonerate the contractor from the obligation to remedy any defects which may be observed at any stage of the work or after the same is completed.

Dismissal from work: The contractor shall upon the written request of the Project Architect immediately dismiss from the work any person employed by him thereon, who may in the opinion of the Architect be incompetent or misconduct himself and such person shall not be again employed on the work, without the written permission of the bank.

Order of work, etc.: Bank reserves the right to fix the order in which the various items of work involved are to be executed. However, the contractor shall be responsible for the completion of the entire job within the time limit specified failing which liquidated damages shall be recovered from the contractor.

Signature & Seal of the Contractor

Commencement of work: The work must be started within **3rd days** upon accepting the work order and the programme for carrying out the various jobs shall be drawn out in consultation with the Project Architect. Adequate labour force shall be provided to complete the work within the specified period. Proper security aspects should be taken care of by adequate vigilance in view of the importance of the building. Default in compliance with the programmes so finalized shall entail recovery of liquidated damages as stated.

Subletting the work: The contractor shall not directly or indirectly sublet the work to other party without written permission from the bank.

Quantities of works are provisional: The quantities mentioned in schedule are provisional and likely to increase / decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit / business shall be entertained on this account

Distribution of work: The Bank reserve the right to distribute the work for which quotation have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the bank.

Third party damage: The contractor shall be responsible for all injury or damage to persons, animals, building, and building structure, any damage to road, streets, and footpaths and shall rectify it at its own cost.

Insurance cover: All the workers of the contractor as well as his sub-contractor must be properly covered by an Insurance Policy under Workman's Compensation Act and Fatal Accidents Act. The contractor at his own expenses arrange to effect and maintain, until the completion of the contract, insurance policy in the joint name of the Bank and the contractor against this risk to be retained by the Bank until the completion of the work and indemnify the Bank from all the liabilities arising out of such events. In case of delay, contractor shall arrange to extend insurance policy till work is completed.

Delay & Extension of time: All the work should be completed within the specified period in the tender. If the work is delayed due to the reasons beyond the control of the contractor, he should apply to the Bank explaining therein the reasons for such delays, immediately and if in the opinion of Bank's authorities the delay is justified, the contractor may be granted extension in time limit as deemed necessary.

Certificate of completion: As soon as the work is completed, the contractor shall inform in writing such completion to the **Project Architect, Ar. Manmeet Singh Bajaj, M/s Bajaj & Associates, Sophia Market, Court Road, Saharanpur** who will inspect the work and if satisfied will issue the certificate that the work has been completed and the defects liability period shall commence from the date of such certificate.

Defect liability period: The defects or other faults which may appear during the defect liability period which is 12 months after the completion of the work, arising in the opinion of the bank due to inferior quality of material or bad workmanship not in accordance with the contract, contractor shall make good at his own cost within a reasonable time. In case of default, Bank may employ and pay other agencies to amend and make good such defects and all expenses / damages / losses shall be recoverable by Bank or may be deducted from any money due, from the contractor

Arrangement of work: The contractor shall organize the work in such a way that the office users or the nearby public area are put to no hardships and the working of the office is not affected. The contractor shall take adequate care during the progress of work to protect the office property like stationery, furniture, etc. In case of any damage, the same shall be made good by the contractor. Contractor agrees to work after office hours for which no extra cost shall be considered.

Stacking of material: The contractor undertakes not to stack any of his material recklessly so as to endanger the safety of the building and cause any nuisance to the occupants and the public.

Extra charges: It must be clearly understood that all the conditions of contracts are intended to be strictly enforced and that no extra charges in respect of extra work will be allowed unless they are clearly outside the spirit and meaning of the condition and unless such work shall have been ordered in writing.

Protection of material and work: The contractor shall be responsible for storing and watching his own material and protecting the work at his own cost. The contractor and his worker will be allowed to use lift after office hours. However, no paint drums or heavy bag of cement / paint will be allowed to be taken into the lift. Any damage / spoiling of lift / floor / dado caused during such act will be made good by the contractor at his own expenditure.

Water supply: The contractor shall make his own arrangement of water required for the work. In case the water is unavailable and supplied by the Bank, the charges for the same shall be recovered at the rate of 1% of value of the work executed. In case water supplied by the Bank, the contractor shall make his own arrangement for the storage, pipeline from point of tap to the required location.

Electric supply: The contractor shall make his own arrangement for Electricity required for the work.

Approval of samples: The contractor shall furnish well in time before work commence at his own cost, colour samples, samples of material and workmanship that may be called by Project Architect for approval. Rates quoted shall cover for such preliminary work.

Workmanship: The work involved calls for a high standard of workmanship combined with speed. All the glass panes, door handles / hinges, electric fitting, fans, furniture records, floors etc. are to be thoroughly cleaned after work is completed. Any damage to the flooring, tiles, dado, paneling or any other part of the building, etc. Shall be made good at the cost of the contractor to the entire satisfaction of the Bank. Contractor shall make all arrangements for shifting of furniture / records and keeping the same in its original position after he finishes the work on daily basis. The contractor at his own cost shall provide brown paper, polythene, tarpaulin etc. for protecting furniture / fixtures, paneling, electrical fittings, records, etc.

Interpretation of documents / drawing: Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design drawings and instructions herein before mentioned and as to the quality of workmanship or materials used for the work or as to any other question, claim, right,

Signature & Seal of the Contractor

matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the General Manager of the Bank whose decision shall be final and binding on the contractor.

Use of scaffolding: The contractor shall allow the use of scaffolding erected by them to any other agency employed by the Bank during the contract period without any payment.

Provisional Item: If ordered by the Bank, contractor shall be required to carry out provisional items at the same conditions and rates as applicable for this contract.

Measurements of all concealed items: Measurements of all concealed items of work and extra item if any, shall be got recorded by the Project Architect before they are checked up.

Measurements: All measurement tapes shall be of steel and all scaffolding and ladders that may be required for taking measurements shall be supplied by the contractor.

Cleaning during the work: The rates quoted shall include cleaning of ceiling roses, electric switches, boards, window panes etc. after the repairing leaving the site neat and tidy from time to time.

Complying I.S. specification: Unless otherwise mentioned in the contract, the latest Indian Standard Code for material specifications, method of work, and mode of measurements shall be followed. The payment shall be made on the basis of actual measurement of work done and submitted along with bill

Rate to include: The rates quoted by the contractor shall cover for work at any height in the premises for all finished items under this contract. The rate quoted shall be inclusive of all material cost, wastage, labour, loading, profit, taxes if any, scaffolding, transport, supervision, spot light arrangement and any other means to complete the job. **Octroi, sales-tax, works contract tax or any other taxes present or future to be included in the rates so quoted.**

Price Fluctuation: The rates quoted by the contractor shall be firm throughout the currency of contract (including extension of time if any granted) and will not be subject to any fluctuation due to variation in the cost of material or labour

The successful tenderer if called upon by Bank to do so, shall obtain a letter from the approved trade manufacturer whose product is used, confirming that the manufacturer shall provide all the technical assistance and supervision during the execution of the work at all such places as directed and the contractor shall bear the expenses, if any, for such supervision and technical assistance supplied by the trade manufacturer.

Testing of materials: If at any point of time during the work, Bank authorities desire to carry out the tests of certain materials, the contractor shall arrange for the same and submit the test report without any extra cost to the Bank.

The contractor shall note that they should bring to the notice of the Architect / Engineer any breakage in glass windows before starting the work. However, if any

glass window is found to be broken during the repairing work, the same shall be replaced by the contractor at his own cost.

Conditional tenders: Conditional tenders are liable to be rejected.

Rates of non-tendered items: The successful tenderer is bound to carry out any item of work necessary for the completion of the job even though such items are not included in schedule of quantities.

Abandonment of work: If in any case the work required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period.

The Bank reserves the right to accept / reject the lower or any or all tenders in part or in whole without assigning a reason thereof.

Decision of the Bank shall be final and binding on any matter connected with the work. The matter of any dispute shall be decided after mutual discussions based on the terms and conditions of this contract. However, if the matter can not be resolved then the same shall be referred to the respected, qualified person in the field agreed to both the parties and his opinion shall be binding on both the parties. However, this is precourse to any legal action in this regard.

Incomplete quotation: Incomplete quotations shall be summarily rejected

Payments: The contractor shall be paid by the Bank from time to time under interim payment on account of works executed and when the value of work equal to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this contract.

When the work has been completed and Bank's Architects / Engineer has certified in writing that the work has been completed on the basis of detailed measurements and has made a final scrutiny and that there is no disputed items, rates, and quantities, the contractor shall be entitled to the payment of the final bill in accordance with the final certificate which will be honored within the period specified in the Appendix as period of honoring final certificate.

The contractor shall be paid by the Bank within the period named in Appendix (period of honoring certificate) after such certificate has been delivered to the employer by the Project Architect. Project Architect has power to withhold any certificate if the work or any part thereof are not carried out to his satisfaction or the contractor fails to show the desired progress or fails to follow the instructions given or in case of breach of this contract.

For water proofing works on traces, bathroom, WC, Chajja, work has to be executed through the agency specialized in waterproofing. Contractor will have to submit a guarantee of 10 years on stamp papers as per the format to be prescribed by the Bank.

Earnest Money Deposit of successful tenderer shall be treated as security deposit with additional amount required to fulfill requirement of 5% of Tendered Amount (Inclusive of E.M.D.). The contractor should pay this amount to the Bank by DD at the time of submission of tender. This amount shall be retained by the Bank till the work is completed and all amounts relating thereto settled. Second part of security deposit shall be built through the retentions from interim and final bills of the contractor and the amount of retention shall be as stated in the Appendix.

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When the certificate of the completion is issued to the contractor the security deposit in the form of Security Money shall be refunded, provided that the contractor has fulfilled all the conditions of contract and further provided that the employer has no claim for forfeiture of part or whole of the said deposit. The retention money built up through retention from interim and final bills will be returned to the contractor after the expiry of defect liability period, subject to deductions for any appropriations thereof required to be made by the Bank as per conditions of the contract. The contractor should note that no interest will be allowed on his security deposit. Security money will be minimum 5% of Final verified Bill.

The contractor is requested to sign each page of the quotation and put rubber stamp, seal below his signature and seal the quotation in an envelope.

Liquidated damages: If the contractor fails to maintain the required progress or to complete the work and clear the site before the contract period or extended date period of completion, he shall without prejudice to any other right, pay as agreed compensation amount of **1 %** of contract amount per week of delay subject to maximum of **10 %** of contract amount as liquidated damages.

Records & measurements: Measurements shall be taken jointly by Project Architect and contractor and contractor shall without extra charges provide assistance with appliance, labour and other things necessary for the work. Measurements will be signed and dated by both the parties.

Safety measures: The contractor at his own cost shall provide tarpaulins on the external side of the building at the time of breaking plaster etc. to safeguard adjacent property, Bank's property, employees, traffic, etc. The contractor shall follow all the safety measures while carrying out the work. Bank shall not be liable for any compensation due to accident, any mishap or negligence.

If there is delay in commencement of work for any reason, Bank shall not be liable for any compensation.

If at any point of time during the progress, it is observed that the contractor is not progressing the work with due diligence, care and lagging much behind the schedule or fails to gear up the work despite instructions from Project Architect, Bank reserves the right to terminate the contract with 7 days notice. In such case, the contractor shall be liable to pay the Bank any extra cost involved for the completion of the said work and will not obstruct in any way in completion of work through other agency. After completion of entire work the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages. In case of such termination the security deposit held by the Bank will be forfeited

Although the number of coats of paints / polishing / white washing are specified, the contractor will have to put additional coats if the surface is not to the satisfaction of the Project Architect and there shall be no extra payment on account of such coats

First Aid: The contractor shall be responsible for all first aid and he shall keep the site fully equipped to meet such emergency.

Supervision: The contractor is required to have on site during all working hours a competent supervisor who will be responsible for the conduct of worker and who has authority to receive and act on such instructions issued by the Architect / Engineer of Bank.

All work shall be carried out in a workman-like manner to the entire satisfaction of the Architect / Engineers.

Contractor shall follow all rules / regulations in force and should possess the license for

employing labour and also follow all safety measures, labour bye laws and shall be responsible for any lapse.

Transfer of Tender Documents: Transfer of tender documents purchased by one intending tenderer to another is not permissible.

Safety: The contractor shall carry out the entire work in a workman like manner having full regard for the safety of the men working at site. All safe practices shall be strictly adhered to by the workmen of the contractor like wearing helmets, safety belts when working at heights, gloves when handling sharp objects and reinforcement, eye shields during welding, safety shoes, etc. The contractor shall protect sides of openings in floor slabs, edges of slabs, stairs, stairwells etc. with barricades, warning signs / lights and educate all his workmen regarding following safe working practices. He shall provide first aid boxes at site.

In spite of following safe methods, in case of any unfortunate accident, the contractor shall indemnify the bank against any expenses or claims towards treatment or compensation.

A Daily Diary Register: A daily diary register (with cement and steel stock statement) will be kept in the Engineer's Office or the site office. The contractor or his representative will furnish every day at 9.00 hrs. Details of work for the day proceeding and the diary will be written up every day and jointly signed by the Engineer and the Contractor or their representatives in token of its correctness.

Nuisance: The contractor shall not, any time cause or permit anyone to do or cause any nuisance on the site or do anything which shall cause unnecessary disturbance of inconvenience to the Bank or to the owners, tenants or occupiers of other properties near the site and to the public generally.

Rights, remedies and powers:

- 1) Termination of contract due to contractor's default. If the contractor:
 - a. Abandon the contract.
 - b. At any time defaults in proceedings with the works with due diligence and continues to do so after a notice in writing of seven days from the Engineer or Project Architect or Bank, or
 - c. Commits default in complying with any of the terms and conditions of the contract and does not remedy it within **3RD day** after a notice in writing is given to him in that behalf by the Engineer or Project Architect or Employer.
 - d. Persistently disregards the instructions of the Engineer, Project Architect or contravenes any provision of the contract, or
 - e. Fails to remove materials from the site or to pull down and replace work after receiving from the Engineer or Project Architect notice to the effect that the said materials or works have been rejected.
 - f. Fails to complete the works or items of work on or before the stipulated date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer, or Project Architect or Bank, or
 - g. Offer or gives or agrees to give to any person in the Bank's service or to any other person in this behalf, any gift or consideration of any kind as an

Signature & Seal of the Contractor

inducement or reward for doing or forbearing to do so for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Bank, or

- h. Enter into a contract with the Bank in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Bank / Engineer, or
 - i. Obtains a contract with the Bank as a result of ring tendering or other non-bonafide methods of competitive tendency, or
 - j. Being an individual, or if a firm, any partner thereof, at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or support so to do, or any application be made under any Insolvency Act for the time being in force for the sequestration of his estates or if a trust deed be executed by him for benefit of his creditors, or
 - k. Being a company, pass a resolution or the court make an order for the liquidation of its affairs, or a appointed or circumstances arise which entitle the court or debenture holders to appoint a receiver or manager, or
 - l. Suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or
 - m. Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works, or any portion thereof without the prior written approval of the Bank.
- I) The Bank may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter as the case may be, by written notice determine the contract either as a whole or in part.
 - II) Upon such determination of the contract in whole or in part, the security deposit with the Bank in respect of the contract shall stand forfeited to the Bank without in any way affecting the rights of the Bank.
 - III) Rights of the Bank after determination of the contract due to contractor's default.

The Engineer shall on such determination have powers to:

- a. Take possession of the site and any materials equipment, plant, implements stores etc. thereon, and / or
- b. Carry out the incomplete work by any means at the risk and cost of the contractor.

- IV) On determination of the contract in full or in part, the Engineer shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Bank. In determining the amount, credit shall be given to the contractor for the value of the work executed by him upto the time of cancellation or the value of contractor's materials to be present so as to record the measurements in his presence. If the contractor fails to be present in response to the notice, the recording of measurements shall be preceded with ex-parte and the measurements as recorded shall be binding the contractor.
- V) The Bank shall have the right to use contractor's plant, machinery and materials on the balance work but shall not in any way be responsible for any damage or loss of the same and the contractor shall not be entitled to any compensation thereof.

APPENDIX TO THE CONTRACT DOCUMENTS

Subject: PAINTING, REPAIRING AND RENOVATIONS WORKS for Baroda U. P. Bank at HEAD OFFICE, GORAKHPUR

1. Defect liability period : **12 months** from the date of Completion of work.
2. Date of commencement : **3rd days** after the contract is accepted by The contractor
3. Date of completion : **6 (SIX)** weeks.
4. Liquidated damages : 1% of contract amount per day of delay Subject to maximum of 10% of contract amount For the works of less than 6 month completion Period.
5. Period of honoring final certificate : **45 days**
6. Value of work for interim certificate: Rs.27.26 lacs without GST
7. Period of honoring certificate : **15 days**
8. Security Money : 5% of the tendered amount, will be sought as Security Money inclusive of EMD and will be Released on completion of work.
9. Retention money: 5% of the bill value will be deducted as retention money subject to maximum security deposit. The retention money so held shall be refunded after defects liability period of 12 months is over.
10. Earnest Money to be submitted : **Rs. 55,000/- (Rs. Fifty Five Thousands Only)** by demand draft or pay order on any nationalized Bank drawn in favour **of Baroda U. P. Bank payable at GORAKHPUR**

To,

**General Manager,
Baroda U. P. Bank,
Head Office Gorakhpur,
Budh Vihar Commercial Scheme,
New Shivpuri Colony, Taramandal,
Gorakhpur**

Dear Sir,

LETTER OF OFFER

**Sub: Painting, Repairing and Renovation works for Baroda U. P. Bank at HEAD OFFICE
GORAKHPUR**

With reference to the tender regarding the above work invited by you, we have to state as under.

We declare that before quoting the rates, we have visited the site and our rates are as per present site condition. Further we herewith deposit **Rs. 55,000/- (Rs. Fifty Five Thousand Only)** as Earnest Money for due execution of the works at my /our tendered rates as per the Terms of Contract. In the event of this tender being accepted, I / We agree to enter in to and execute the necessary contract documents as required by you.

DD No.:

Drawn on:

Dated:

Amount :

As required by you, I / We are submitting herewith the documents (in single) duly signed by us at each page in token of our acceptance of the provisions in the documents.

We hereby offer to execute and complete the whole of the works strictly in accordance with the said conditions of contract, special conditions of contract, specifications and drawings at the rates set out against each of the items of work in the schedule of quantities. The total cost included in the above is Rs. _____ /- (Rs. _____ only).

We have carefully read and clearly understood the conditions of contracts, special conditions of contract, and specifications. We agree to complete the work at the rate / rates quoted by me / us in the schedule of quantities and within the specified time from the date of work order awarding the work to us.

We understand the work is to be completed within scheduled time period.

Our rates are firm, include and cover all cost, expenses, liabilities of every description and all risk of every kind to be taken in execution and handing over after completion of the work to the Bank. The VAT, Service Tax, Sales Tax (State & Central), works contract tax, octroi, duties, municipal tax, general tax and any other taxes applicable and prevailing from time to time on such item for which the same are leviable and the rates quoted by us are inclusive of the same.

Thanking You,

Yours faithfully,

Name :

Address :

Tel. No. :

(Fax. No.) :

Mobile No. :

Signature & Seal of the Contractor

FORM OF AGREEMENT

(On stamp paper of Rs.100/-)

THIS AGREEMENT made this Day of,2023.....
Between.....

..... Baroda U. P. Bank, Head Office Gorakhpur, Budh Vihar
Commercial

Scheme, New Shivpuri Colony, Taramandal, Gorakhpur .(hereinafter called " the owner ")
of one

Part
and.....
..... Of or whose registered office is situated at
.....
..... (hereinafter called : " the Contractor ") of the other part.

WHEREAS the Owner is desirous of
.....
..... (hereinafter called " the work ") at
.....
.....

and has caused drawings and Bills of Quantities showing and describing the work to
be done to be prepared by or under the direction of
.....
.....

AND WHEREAS the Contractor supplied the owner with a fully priced copy of the said
Bills of Quantities (which copy hereinafter referred to as " the Contract Bills ") AND
WHEREAS the said drawings (hereinafter referred to as " the Contract Drawings ") and
The Contract Bills have been signed by on behalf of the parties hereto : AND WHEREAS
the contractor has deposited the sum of
Rupees.....
..... With the Bank for due performance of
this Agreement.

NOW IS HEREBY AGREED AS FOLLOWS :

For the consideration hereinafter mentioned the contractor will upon and subject to
the conditions annexed carry out and complete the work shown upon the contract
drawings and described by or referred to in the Contract Bills on the said conditions.

The Owner will pay the Contractor the sum of Rupees
.....
..... (hereinafter referred to as " the
Contract Sum ") or such other sum as shall become payable there under at the times
and in the manner specified in the said conditions.

The term " ARCHITECT " in the said conditions shall mean the said **AR. MANMEET SINGH
BAJAJ, M/S BAJAJ & ASSOCIATES, SOPHIA MARKET, COURT ROAD, SAHARANPUR** in the event
of his death or ceasing to be the " ARCHITECT " for the purpose of this contract, such
other person as the Bank shall nominate for that purpose, not being a person to whom
the contractor shall object for reasons considered to be sufficient by Bank. Provided

that no person subsequently appointed to be the " ARCHITECT " under this contract shall be entitled to disregard or overrule any certificate or opinion or decision or approval or instruction given or expressed by earlier " ARCHITECT ".

The said conditions there to shall be read and constructed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the conditions and perform the agreements on their parts respectively on such conditions contained.

Any dispute arising out of the contract shall be referred to Arbitration as per the condition stipulated in clause " Special condition of contract ".

AS WITNESS the hands of the said parties.

Signed by the said
In the presence of witness

OWNER

NAME:

ADDRESS:

Signed by the said
In the presence of witness

CONTRACTOR

NAME:

ADDRESS:

LIST OF FURNISHING MATERIAL

PARTICULARS	Make of Material
Plywood/Block Board	Archid / Century / Green (6mm, 9mm, 12mm, 19mm)
Laminates	Greenlam / Century / Archid. (1.0mm thick)
Soft Board (Pin up Board)	Jolly Board, Stylex
Gyp Board	India Gypsum/Armstrong/Gyproc
Metal Ceiling	Armstrong
Vertical Blinds	Vista, Universal, Maac
Screws	GKW / Mettle fold , Hindalco
SS Hinges	Godrej / Hardwyn
Hardware	Dorma, Hardwyn, Godrej
Drawer shutter lock	Godrej , Link, Dorset
Ball catch	Dorma, Hardwyn, Godrej
Door lock / Handles	Dorma, Hardwyn, Godrej
Veneer	Archid / Century / Green
Adhesives	Fevicol, Mahacol, Jeevanjor
Wood Preservatives	Black Japan.
Door closure	Dorma, Hardwyn, Godrej
Glass	Modi / Asahi / Saint Gobain
Glass tinted	Same as above.
Melamine Polish	Asian Paint, Nerolac. French. Zinc oxide.

Paint-Outside	Nerolac-EXCELL-Waterproof, Asian- APEX Waterproof
Paint-Internal	Nerolac-Beauty smooth finish, Asian-APEX/TRACTOR emulsion
AC Grill	Air Products, Omicron, Patrawala
Vitrified tiles	Marbonite Jhonson, Kajaria
Ceramic Tiles	Jhonson & Jhonson, Kajaria,
Alu. Door & Window Sections	Jindal / Bhansail .
Floor springs	Dorma, Hardwyn, Godrej
Cement	ACC / Ambuja / Ultratech
White Cement	Birla Cement. JK Cement .
Sun Control film	Garware ..
Stainless steel sink	Nirali / Diamond ..
Carpet	Modi / Trans Asia/ Unitec
Rubber foam	34 density mm foam
WC seat cover	Jaquor, Cera
Toilet paper holder	Dorma, Hardwyn, Godrej

NOTE : All materials shall confirm to IS / BIS respective numbers.

- Commercial ply shall conform to IS 303.
- Marine Ply shall conform to IS 710
- Block Board shall conform to IS 1659.

Signature & Seal of the Contractor

LIST OF APPROVED MANUFACTURERS / SUPPLIERS OF MATERIALS

MATERIALS	APPROVED MANUFACTURERS /SUPPLIERS
S & F / Light fixtures / Patti	Philips / Wipro
1x 18 w LED	Philips /Wipro
Switch, sockets, conceal box, plate/ Change over switch	Philips/ Orient
MCCB	L&T / Siemens
Bus bar / TPN LDB, TPN MCB / DP MCB / SPN UPDB / MCB & DB/ELCB/RCCB	Siemens / L&T
LT Cable / Telephone cable	Delton / Polycab
Light / circuit wiring / Cable ISI / PVC insulated wire ISI	Havells/ Polycab / Finolex / R.R. Kable / L&T
Floor conduits MMS Grade / PVC conduits & accessories	Precision / Wimco / X-press
Music cum Public address system	Bosch / Sony
Low Fourteension switch fuse unit with HRC fuse	L&T, Siemens
Timer	Lea grand
Gland Flang type	Braco
Lugs / Wooden screw	Dorma, Hardwyn, Godrej
Telephone tag block	Krone Box
Wall / Ceiling / Exhaust fans	Crompton / Usha /Orient
CAT – 6 Cable / CAT-6 I/O	D-link / DiGlink

PREAMBLE TO BOQ

Abbreviations:

R.M.T	:	Running Meter
Sq. Mt.	:	Square Meter
Sq. Ft.	:	Square Foot
Cu. Mt.	:	Cubic Meter
T.W.	:	Teak Wood
Q.R.O.	:	Quote Rate Only
C / C	:	Centre to Centre
M.T.	:	Metric Ton
C.P.	:	Chrome Plated
NO.	:	Numbers
MM	:	Millimeter

1. All dimensions are in M.K.S. unless otherwise stated.
2. The quoted rate shall be all inclusive and cover the cost of material including wastage, freight, all types of taxes, duties, royalties, erection, construction, testing of materials if required samples brought for approval, tools and tackles, plant and equipments, supervision, overheads, profit and any other expenditure incurred for completion of work as per drawings, specifications and to the full satisfaction of BANK / Architect.

3. The rates quoted shall be valid for working at all heights, depths and on all floor levels. No extra payment shall be made for scaffolding, staging, ladders etc for transportation of men and materials at higher or lower levels.
4. The item rate specifications are indicative. The contractor will have to carry out the work in accordance with the drawings, technical specifications and / or other conditions laid down in tender document and to the full satisfaction of BANK / Architect.
5. Quantities mentioned against respective items are approximate and can vary to any extent. Payment shall be made on actually executed quantities.
6. No claims shall be entertained in case of increase / decrease quantities of any item and also to add / delete any item in totality. BANK / Architect reserve the right of operating any item for any work.
7. Rates for painting shall include cleaning glass panels, floors etc.
8. After completion of work the site shall be handed over absolutely clean, after ensuring that all floors, walls etc are spotlessly clean.
9. Rates of all items shall remain constant irrespective of floor level and no extra amount shall be paid for handling and stacking of materials, removing debris etc from the site.
10. Unless otherwise noted, the method of measurement will be as per I.S. 1200.
11. BANK / Architect reserve the right of operating all 'Quote Rate only' items.
12. Wherever contractor proposes to use 'equivalent' 'makes (i.e. other than specified) he shall obtain BANK's prior approval. BANK may ask Architect before giving approval to the same. Any additional cost and time lost due to this will be on Contractor's account and no claims will be entertained.
13. The rate of partition, paneling shall include necessary additional framework supports that may be required to suit site conditions or stability of the item. Decision of Architect in regards to the need for such additional supports shall be final.
14. All wooden frame work/ member size mentioned, shall be of full size with maximum planning tolerance of 3 mm both ways.
15. Rates for doors include all brass oxidized heavy duty hardware, locks, floor springs, door springs, door closer, special door handles etc as specified in relative terms.
16. Size and type of door closer/ floor spring shall be suitable for type of door. The contractor shall give guarantee for performance of door closer / floor spring from manufacturer.
17. Rates for partitions, paneling shall include making of necessary cut outs, chasing to be made for conduits, switch boards etc.
18. Rates for painting and polishing shall include cleaning glass panels, fans floor etc.
19. After completion of work the site shall be handed over absolutely clean, after ensuring that all laminates, floors walls etc are spotlessly clean.
20. Contractor shall clean the site and mark the lining out on the floor with adhesive tape for approval. The same shall not be paid separately.
21. In case of loose furniture, the specification for side unit or rear side credenza unit in any item shall be same as the specification of the table in that item.
22. All key holes should be fixed with metallic key hole ring.
23. Key for all locks should be different and no key should match with two different locks.
24. Rates shall include for following:-

PLASTERING:

- a) Work at all levels, heights and in all situations and profiles.
- b) Double scaffolding, working platforms / Tarpaulin curtains.
- c) Coving, drip moulds, grooves, recesses, ornamental bands etc.
- d) A coat of white wash for newer plaster soon after curing period is over.
- e) Work in narrow width and small quantities unless special provision is made to the contrary.

Signature & Seal of the Contractor

- f) Preparation of surface by ranking out joints in brick or by hacking the concrete surface and wetting the surface before plastering wherever required.
- g) Thickness of plaster exclusive of the thickness of key i.e. grooves and open joints in brick work, stone work etc.
- h) Chambers of any width, internal and external rounded angle.
- i) Curling, protection and cleaning of all surfaces.
- j) Keeping all plastered surfaces well wetted for at least 7 days.

PAINTING & POLISHING:

- a) Works at all heights and use of all scaffolding, necessary for execution of work and for inspection.
- b) Preparing surfaces to receive finishing coats.
- c) Putting sand papering and dusting of surface in between coats where applicable.
- d) Work on cornices, narrow bands and widths, grooves etc.
- e) Finishing to approve matt textures, complete as directed.
- f) Spreading and removing, covering to doors, windows, floors, fittings etc to protect them from splashes.
- g) Washing floors, cleaning glass, joinery, electric fittings etc and leaving premises clean and tidy.
- h) Mode of Measurement

S.No.	Particulars	Method of Measurement	Multiplying Factors
1	Panelled doors & Windows	Measured flat not girthed including frame	1.125 for each side
2	Fully glazed		0.5 for each side
3	Partly glazed & panelled		1.0 for each side
4	Flush door		1.0 for each side
5	M.S.Grill & Collapsible door		1.0 for painting all over
6	Rolling Shutter	Measured flat not girthed including frame	1.25 for each side

Mode of Measurements:

- 1 Partition, Paneling : Sq. Ft. Area - one side only
- 2 Painting : Sq. Ft. Finished area only
- 3 Rounding off : All measurements shall be rounded off to
Measurements : nearest 2 decimal points.

TENDER OF PAINTING, REPAIR & RENOVATION WORKS TO BE CARRIED OUT IN THE EXISTING BUILDING OF BARODA U P BANK, HEAD OFFICE, SITUATED AT GORAKHPUR.

S.NO	PARTICULARS / DETAILS	QTTY.	RATE	UNIT	AMOUNT
1.	PROVIDING WALL PUTTY AND PRIMER ON OLD SURFACE WITH APPROVE QUALITY MATERIAL OF BERGER/J.K./BIRLA 2 COATS. AND PRIMER ONE COAT ON OUTER WALLS. AFTER REMOVING THE OLD PAINTING AND NECESSARY REPAIRING WORKS WITH MATERIAL ETC.	3922.71		SQM	
2	PROVIDING WATER PROOF PAINT BOTH SIDES OF OUTER BOUNDARY WALL AND OUTER SIDE WHOLE BUILDING:- APEX/NEROLAC/ASIAN MAKE AFTER REMOVING THE OLD PAINTING AND NECESSARY REPAIRING WORKS WITH MATERIAL ETC.	3922.71		SQM.	
3	PROVIDING GLOSSY ENAMEL PAINT IN INTERNAL SIDE OF WHOLE BUILDING ON WALLS AND CEILING:- MAKE APEX/ASIAN OR NEROLAC AFTER REMOVING THE OLD PAINTING AND NECESSARY REPAIRING WORKS WITH MATERIAL ETC.	7400.00		SQM	
4.	U PVC DRAINAGE PIPE 1" DIA WORKS IN OUTER SIDE OF WHOLE BUILDING IN GROUND TO TOP LEVEL. Complete underground pipe with cutting, repairing , plastering, clams etc.	250.00		RM	
5	4"Dia Pvc Pipe Double Line 20rft (Vertical) From 2 Toilets Block To Ground Chambers And From Chambers 6" Pvc Pipe (Horizontal) 120rft Single Line To Disposal Of Nala Etc. And Fixing With Clamps, Socket Elbow Complete Fittings upto Chamber Complete underground pipe with cutting, repairing, plastering, clams etc.	220.00		RFT.	
6	ENAMEL PAINTING ON WHOLE BUILDING WINDOW AND DOORS:- TWO COAT OF ASIAN ENAMEL PAINT OF ALL DOOR AND WINDOW WORK; AFTER REMOVING THE OLD PAINTING AND NECESSARY REPAIRING WORKS WITH MATERIAL ETC.	1000.00		SQM.	
7.	REPAIRING AND MAINTENANCE WORKS ETC. PLASTER WORKS OR ANY OTHER WORKS AS PER REQUIREMENT OF SITE.	JOB	L.S.		
	Total cost of construction :-				

Signature & Seal of the Contractor