

# BARODA U.P BANK

TENDER DOCUMENT

FOR

INTERIOR FURNISHING , ELECTRICAL & DATA  
WORK FOR BRANCH AT  
NARIYAON-DISTRICT AZAMGARH.

AT

AZAMGARH(Dist)  
UTTAR PRADESH.

Date of Issue : - 16/08/2023.

Date of Submission : - 06/09/2023 Up to 3:00 PM.

ARCHITECTS

M/S MOHIT & ASSOCIATES  
L-2/554 VINEET KHAND, GOMTI NAGAR,LUCKNOW

MO-9582218092, 7428217659

***NOTE- FOR FURNITURE WORK ONLY BANK'S EMPANELED  
CONTRACTOR'S CAN PARTICIPATE IN THIS TENDER.***

### IMPORTANT SCHEDULES

DATE OF ISSUE OF TENDER	:	16.08.2023
LAST DATE OF RECEIPT OF TENDER	:	06.09.2023 till 15.00 hrs
DATE OF OPENING OF TENDER	:	07.09.2023 at 16.00hrs at , Regional office 1 <sup>st</sup> Floor ,Raghvanshi Tower,near Rahul Prekshagarh,Mau road Sidhari,Azamgarh-276001
EARNEST MONEY	:	Rs.5000.00
INITIAL SECURITY DEPOSIT	:	2.5% of the accepted Value of the Tender, Including Earnest Money.
SIGNING OF AGREEMENT	:	Within 2 days of issue of letter of intent/ order
COMMENCEMENT OF WORK	:	Within 5 days of issue of letter of intent/ order
PERIOD OF COMPLETION	:	20 days from the date of issue of letter of Intent / order
LIQUIDATED DAMAGES	:	RS 5,000 per week, subject to a max. of 7.5% Of the accepted Contract Sum.
PERIOD OF RUNNING BILL	:	Fortnightly
RETENTION MONEY/DEPOSIT	:	10 % of Gross Value from Each running Bill
REFUND OF SECURITY &RETENTION DEPOSIT	:	a) Initial Security Deposit- to be released within 14 days of requesting the bank after obtaining the certificate of completion. b) Retention Money – to be refunded 14 days after giving in writing a request after End of Defects Liability Period.
INCOME TAX DEDUCTION	:	At the Prevailing Rates from each bill
DEFECTS LIABILITY PERIOD	:	12 months after completion of Works
PERIOD OF FINAL MEASUREMENT	:	3 weeks from completion/ date of submission of Final Bill, whichever is later.

## SECTION - I

## INVITATION TO TENDERERS

## SECTION- I

- 1.1 Sealed tenders on item rate basis are invited in the prescribed form by the RM, Baroda UP Bank Regional office 1<sup>st</sup> Floor ,Raghvanshi Tower,near Rahul Prekshagarh,Mau road Sidhari,Azamgarh-276001

Tender No.	Name of Work	Earnest Money	Time of Completion
CON/BUP/NAR/FURNISH	Furn,Elect,data work of Branch at NARIYAON - AZAMGARH	5000/-	20 days

- 1.2 The work as detailed in this tender shall be executed and completed in all respects within the stipulated period in accordance with the Tender Document, Bill of Quantities, Drawings and Instructions, to the satisfaction of the Architects and the Employers.
- 1.3 The tenderers is required to deposit Rs-5000/- as **Earnest Money** along with the tender in the form of crossed Demand draft payable at AZAMGARH, in favor of Baroda UP Bank. The earnest money will be refunded without any interest to the unsuccessful tenderers.
- 1.4 Tenders filled in the prescribed form should reach the office of RM, Baroda UP Bank Regional office 1<sup>st</sup> Floor ,Raghvanshi Tower,near Rahul Prekshagarh,Mau road Sidhari,Azamgarh-276001 latest by Date -00.00.2023, 15.00 hrs., in sealed covers and super scribed with the name of the work and the tender No. They would be opened on the same day at 16.00 hrs. in the presence of contractor/ Authorized representative with Bank officers.
- 1.5 Rate must be quoted for complete work at site inclusive of all costs, charges, taxes etc but excluding GST on WCT. All duties ,E.S.I. charges etc. as applicable at UP central or state sales Tax, Octroi, Royalties etc. on works and materials required for use in the execution of this project shall be entirely borne and payable by the contractor and the Employer will not entertain any claim whatsoever in this respect **except GST on WCT**
- 1.6 The tenders shall remain valid for acceptance by the Employer for a period of 3 months from the date of opening the tenders.

- 1.7 The Security amount and The Retention Money will be refunded without any interest. As per the schedule mentioned.
- 1.8 The **Defects liability period** will be 12 months from the date of completion of Work. Any defects found during this period in the various jobs executed by the contractor will have to be rectified by him, without any extra charges. In case the Employer finds that the contractor has not carried out the rectification, then he is at a liberty to get the same executed by another contractor and adjust the amount spend from the Security Deposit of the main contractor.
- 1.9 The earnest money of the successful tenderers will be forfeited in the event of his refusal/ delay in starting the work. The Decision of RM, Baroda UP Bank will be final in this.
- 1.10 Tender documents (complete) duly filled and signed by the tenderers shall be submitted as the tender for the work.
- 1.11 The Baroda UP Bank and the Architects, M/s Mohit & Associates do not bind themselves to accept the lowest or any tender, or to assign any reason thereof and also reserves the right of accepting the whole or part of the tender. The tenderers in such an event will be bound to perform the contract at the same rates as quoted in the tender for various works. Any item is liable for alteration at the discretion of the Architect & the Employer, if required.
- 1.12 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing in any form will be liable for rejection.
- 1.13 The tendering firms, in case the tenderers is a partnership firm, shall submit the tender signed by all the partners.
- 1.14 On acceptance of the Tender, the Contractor shall intimate the name of his accredited representative who would be responsible for taking instructions from the architects and carrying out the works.
- 1.15 The successful tenderers will extend full co-operation with other contractors appointed by the employer, so that the work shall proceed smoothly. The main responsibility of the overall completion of the work in time will lie with the Furnishing Contractor.
- 1.16 The successful tenderers will need to sign the agreement, three sets, on stamp paper of Rs 100/- only. Tenderers failure to make such an agreement within the stipulated timeframe will amount to non- acceptance on his part. In this case the Employer will

have the right to revoke the acceptance of tender without any further notice to the tenderers.

**SECTION - II**  
**INSTRUCTIONS TO TENDERERS**

## SECTION II

- 2.1 The tenderers are advised to visit and inspect the site at his own cost and responsibility and to secure all necessary information which may be required for completing the tender. Ignorance of site conditions or local information shall not be considered as an excuse for non- performance of the contract or any increase in the rates quoted by him.
- 2.2 The tenderers shall examine carefully all the tender documents consisting of :
- Invitation to Tenderers
  - Instructions to Tenderers
  - General and Special Conditions of Contract
  - Bill of Quantities
  - Set of Drawings
- All the above shall form Part of the agreement.
- 2.3 Time is the essence of contract and the tenderers are required to complete the works in all respects to the satisfaction of the Architect & the Employer within the stipulated time.
- 2.4 The tender should contain the rates & the amount (both in figures and words), in the prescribed column of the BOQ. All the items should be totaled up in the end. All corrections should be duly attested by the tenderers. Incase of any discrepancy between rates and amounts, the lower value will be taken for the finalizing of the tender amount.
- 2.5 It shall be clearly understood that the rates quoted in the tender are to be, for complete work at site, as per the instructions to Tenderers, Conditions of Contracts, Specifications and Drawings and also for all such works as become necessary for proper completion of works, although specific mention thereof may not have been made in the specifications or drawings of tender documents. The rates shall be firm and not subject to cost escalation on account of labor and material conditions or any other reason whatsoever.
- 2.6 The tenderers shall use only the form issued with this tender to fill up the rates.
- 2.7 Every page of the tender shall be signed on the left hand side bottom corner.
- 2.8 The Contract will be governed by the Indian Contract Act, Indian Sale of Goods Act and all other relevant Laws. All payments due to the contractor under the contract will be made in Indian Rupees Currency.

**SECTION -III**  
**FORWARDING LETTER**



## SECTION III - FORWARDING LETTER

FROM -----  
 -----  
 -----

TO, RM  
 Baroda UP Bank  
 Regional Office  
 AZAMGARH

Ref: Tender No. CON/BUP/ BBZ/FURN

Dear Sir,

With reference to the tender invited by you, I/we hereby offer to perform, provide, execute and complete the works in conformity with conditions of contract, drawings and specifications for the respective items of schedule of quantities attached hereto.

I/we have satisfied ourselves as to the location and prevailing conditions of the site, and have read carefully the Articles of Agreement, Conditions of Contract, Specifications, General and Special Conditions, Technical Specifications, etc. I/we understand that the works are to be completed within ----days from the date of issue of letter of Intent/ Order and fully understand that time will be the essence of the contract.

I/ we enclose a demand draft for Rs. 5000, drawn on -----, payable at AZAMGARH, in favor of Baroda UP Bank as Earnest Money and fully understand that this amount will not bear any interest.

I/we agree to keep the offer open for 90 days from the date of opening the tender.

Should this tender be accepted in whole or part, I/we hereby agree to abide by and fulfill all the terms and conditions annexed hereto.

All the terms and conditions of tender have been fully read by me/us. I/we accept the same and sign hereunder in token of their acceptance.

We further enclose the following documents:-

- i) Proprietorship registration, Partnership deed, Article of Association and Power of Attorney, as applicable. We agree that no change will be made in these documents without prior approval of Baroda UP Bank
- ii) Tender document Duly signed.
- iii) Details of my firm
- iv) Latest 3 years ITR

Name of Proprietor/Partners/ Directors

Yours Faithfully

  
Signature of Tenderers with  
Official Stamp.  
  


Date 14.08.2023

All the terms and conditions of tender have been fully read by me/us. I/we accept the same and sign hereunder in token of their acceptance.

We further enclose the following documents:-

- i) Proprietorship registration, Partnership deed, Article of Association and Power of Attorney, as applicable. We agree that no change will be made in these documents without prior approval of Baroda UP Bank
- ii) Tender document Duly signed.
- iii) Details of my firm
- iv) Latest 3 years ITR

Name of Proprietor/Partners/ Directors

Yours Faithfully

  
Signature of Tenderers with  
Official Stamp.

Date 14.08.2023

**SECTION -IV**  
**GENERAL CONDITIONS OF CONTRACT**

## SECTION IV

### 4.1 DEFINATIONS

In this contract, the following words and expression shall have the meaning thereby assigned to them unless the contract ascribed a different meaning

- a) **Employer** means Baroda UP Bank and includes their authorized representatives to deal with any matter on their behalf.
- b) **Employer- in – charge** means the person appointed by the Employer and notified to the Contractor to be in charge of the project
- c) **Clerk of Works** means any Engineer appointed by the Employer to perform the duties of Resident Engineer, limited to Supervision of Work and notified to the Contractor to be in charge of the project
- d) **Architects** means the Architects Employed by Baroda UP Bank to give consultancy.
- a) **Contractor** means the individual, firm or Company with whom the contract is entered into and includes the heirs, executors, or successors.
- b) The expression **Contract** means the document forming the Tender and acceptance thereof and included all the sections of the tender including BOQ and set of drawings.
- c) **Tender** means the offer made by an individual or firm or company for execution of the works.
- d) **Acceptance of Tender** means the letter from the Employer communicating to the tenderer the acceptance of this tender and include the advance acceptance of his tender.
- e) **Drawings** means the drawings referred to in the tender documents including any modifications of such drawings approved in writing by the Architect or his representative and such other drawings as are made from time to time and furnished by the contractor and approved by the Architect.
- f) **Site** means the actual place as described in the tender at which the execution of works is to be done with the surrounding areas.

- g) **A Week** shall mean 7 days without regard to the number of Hrs worked in a day in that week.
- h) **Specifications** means standard specifications for works and materials brought out in the tender, and added to or superseded by special specifications. In absence of any specifications for any item of work the relevant specifications in CPWD or IBA works Manual shall be followed and work be executed accordingly.

#### 4.2.1 **EXTENT OF CONTRACT**

The contractor shall supply at his own cost all the materials like ladders, scaffoldings, temporary works that may be required for the proper execution of the works, whether original, altered or substituted works. The contractor shall also supply survey instruments and other materials necessary for purpose of setting out of works and assisting to the measurements or examination at any time.

The contractor shall also provide a sufficient portion of fencing and lights required to protect the public from accidents and shall be bound to bear any expenses of defense brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person. In no case the Employer shall be a party to any such claim and the Contractor shall indemnify the Employer against any claim for any person on this account.

#### 4.2.2 **Sufficiency of Tender**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and his prices for the work which shall cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the work.

#### 4.2.3 **Sub- Letting of Contract**

The contractor shall not assign the contract or any part thereof to any other party without the prior written consent of the Employer.

#### 4.2.4 **Power to Make alterations**

Architect shall have the powers to make any alterations or additions to the stipulated specifications, drawings, designs and instructions that he may feel necessary or advisable during the progress of the work. The contractor shall have no claim for compensation on account of such alterations or additions. The contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Architect and such alterations shall not invalidate the

Contract, and any additional work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor. The time for completion and Costs of such additional works shall be extended in proportion to the original contract. The certificate of the Architect shall be conclusive as to such proportions.

#### **4.2.5 Works subject to approval of Architect**

All works to be executed under the contract shall be subject to approval of the Architect who shall be entitled to direct at what points and in what manner they are to be commenced.

#### **4.2.6 Urgent repairs and Urgent Works**

If by any reason, during the execution of the work or during the defects liability period, any works or repair become urgently necessary and the Contractor is unable / unwilling to do such work immediately, then the Employer may get the same done on their own and deduct the cost thus incurred from the funds due to the contractor.

#### **4.2.7 Clearance of Site**

The Contractor shall have to remove all Malbaa from site of work, dirt and dust, etc. before handing over the works to the Employer. The works shall not be treated as complete in all respects unless these requirements are fulfilled.

In the event the Contractor failing to do so the architect and the employer shall have the right to get the site cleared at the contractors risk and cost.

#### **4.2.8 Protection of Trees and Shrubs**

Trees and Shrubs designated by the Architect shall be protected from damage during course of the work and the earth level shall not be changed within three feet of such trees.

### **4.3 ARCHITECTS STATUS AND DECISIONS**

- a) The Architect shall have General supervision & direction of Works. He has authority on behalf of the Employer to stop the work whenever such stoppage may be necessary to ensure proper execution of the works. The Architect shall

be the interpreter of the conditions of Contract and the judge of its performance.

- b) The Architect within reasonable time make decisions of all claims of the contractor and all other matters related to the execution and progress of work.

The decision of the Architect with respect to all or any of the following matters shall be final

- i) Variation/ Modification of the Design
  - ii) Quality and Quantities of Works Executed
  - iii) Discrepancies in the drawings and Specifications
  - iv) Opening up for inspection of any work covered up.
  - v) Amending of any defects occurring under Defects Liability Period
- c) The Contractor shall on the report of the Architect immediately dismiss from the works within 24 hrs any person employed thereof by him who may in the opinion of the Architect/ Employer be incompetent/ misconducts himself.

#### 4.4 DIRECTIONS REGARDING DRAWINGS & DESIGN

- a) After signing the Contract, the Contractor will be given three sets of drawings free of charge. Additional copies if required would be made at his own costs. One set of the drawings shall be kept at the site by the contractor and available to Architect/ his representative at all times.
- b) Further drawings and Instructions including revisions, as the Architect may furnish to the contractor shall form part of this contract.
- c) Only figured dimensions and detailed drawings shall be followed. The Contractor shall verify all dimensions in the field before any work is Commenced and obtain instructions of the Architect incase of any discrepancy.

#### 4.4.2 **Action where no specifications**

In case of any work for which there are no specifications in the contract, such works shall be carried out in accordance with the directions of the Architect.

#### 4.5 DIRECTIONS FOR EXECUTION OFWORKS

##### 4.5.1 **Setting Out**

The Contractor shall be responsible for the true and proper setting out of works. If at any time during the progress of the work any error shall appear in any part of the



work, the Contractor shall rectify the errors. The checking of any setting out by the Employer/ Architect shall not in any way relieve the contractor of his responsibility for the correctness thereof.

#### **4.5.2 Engagement of labor**

The Contractor shall employ labor in sufficient numbers to maintain the required rate of progress and Quality of work. No child labor will be employed by the Contractor.

The contractor shall comply with all the provisions of Minimum wages Acts, Industrial Disputes Acts, ESI Acts.

The Contractor shall indemnify the Employer against any payment to be made under And for observance of the Regulations aforesaid without prejudice to his right to claim Indemnity from his sub- contractors.

The contractor shall provide at his own cost for the protection of the works and for the Safety of those employed on works or the Public.

#### **4.5.3 Water and Power Requirements**

All arrangements for water and Power required shall be made by the Contractor at his own costs and nothing extra on this account shall be paid to him. Similarly filtered water required for drinking purposes for the laborers shall also be arranged by the Contractor at his own cost.

The contractor shall make necessary arrangements for procuring petrol/ diesel for machinery or for Power generation to ensure uniform progress of work in the event of Power failure.

No extension of time of completion of the contract shall be allowed on account of Power failure.

#### **4.5.4 Disruption of Progress**

The Contractor shall give written notice to the Architect whenever progress of work likely to be delayed. The notice shall include details of the drawings or order required and of why and when it is required and of any delay likely to be suffered if it is late.

If for any reason, within reasonable time, the Architect is unable to give directions, and the work suffers, then the Architect shall take such delay into account in determining any extension of time to which the Contractor is entitled.

#### **4.5.5 Rectification of Defects**

If it appears to the Architect that any work has been executed with imperfect workmanship or inferior material, then the Contractor shall rectify/ reconstruct the part so specified.

#### **4.5.6 Samples**

Samples of all materials to be used in works, shall be submitted for approval to the Architects, within four days of commencement of Contract.

The costs for preparing samples will be borne by the contractor.

#### **4.5.7 Inspection Of Works**

All works in execution stage or executed shall be open to inspection and supervision of the Architect/ his representatives. During the Visit of the Architect, the Contractor or his representative should be available on site.

#### **4.5.8 Preparation of Program Schedule**

The contractor, in consultation with the Architect shall prepare a program schedule of the various activities, before commencing of the works.

#### **4.5.9 Extension of Time for Completion**

If the contractor shall desire an extension of the time for completion of the work, on his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Architect within 3 days of occurrence of such hindrance and the extension he so desires.

The Architect, in consultation with the Employer shall, if, in his opinion will authorize such extension of time as may be proper.

#### **4.5.10 Liquidated Damages For Delay**

The time and Date stipulated in the contract for the completion of the work shall be deemed to be the essence of the contract. If the contractor fails to carry out the works within the stipulated time or the extended time if given, then he shall pay to BARODA UP BANK a sum of Rs 5,000/- per week as Liquidated damages, for the period the works remain unfinished. The total amount of such a penalty shall not exceed 7.5% of the total Contract Price.

#### **4.5.11 Defects Liability Period**

The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Employer any defects which may develop or may be noticed before the end of 12 months from the Certified Completion date and intimation of which has been send to the contractor within 7 days of the expiry of the said period.

If the Contractor, while rectifying the above defects, damages any other area of the site, will make good the related defects also at his own expense. In case he does not do so then the same would be got done by the Employer and expenses would be deducted from the amount due to the contractor.

#### **4.6 MEASUREMENTS AND PAYMENTS**

4.6.1. A bill supported with measurement details shall be submitted by the contractor Fortnightly to the Architect for all works executed and the Architect or his Representative shall verify the requisite measurements. All bills shall be submitted in Triplicates.

All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment and not as payments for works actually done and completed and shall not preclude the requiring of bad and imperfect work to be rectified or considered as an admission of due performance of the contract.

Income tax deductions will be made as per the prevailing rates from the contractor's on account bills.

#### **4.6.2 Final Bill**

Final bill supported with consolidated measurements of the full work executed shall be submitted by the contractor, the same will be verified by the Architect within Three weeks of Completion of Works.

After Verification, the Architect will give seven days notice to the Contractor to Countersign the bill as a token of acceptance or intimate in writing his intention to dispute. If the Contractor fails to take appropriate action within the prescribed period as above, then the bill finalized by the Architect shall be final and binding on the Contractor.

#### **4.6.3 Claim for Interest**

No Claim for interest will be entertained by the Employer, with respect to any money balances as lying with the Employer.

#### 4.7.4 Contract Valid during Guarantee Period

This contract shall remain valid and in force until the expiry of Guarantee Period.

#### 4.8 RESCINDING/ TERMINATE CONTRACT

4.8.1 In any case under any clause of this contract, the contractor has rendered himself liable to pay compensation amounting to whole of his retention deposit in hands of Employer, the Architect in consultation with the Employer, on his behalf shall have power to adopt any of the following courses-

- a) To rescind the contract (of which rescission notice in writing to the contractor shall be conclusive evidence)
- b) To employ a contractor paid by the Employer and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labor and the price of the materials.
- c) To measure up the work of the contractor and to take such part of the work of the contractor as shall be unexecuted out of his hands and to give it to another contractor to complete. In this case any expense which may incur in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him, shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer.

In the event of any of the above courses being adopted by the Architect, the Contractor will have no claim to compensation to any loss sustained by him.

#### 4.8.2 Termination Of the Contract

If at any time after the commencement of the work the Employer for any reason whatsoever not require the whole or part thereof as specified in the tender to be carried out, Architect shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which would have derived from the execution of the work.

#### 4.8.3 Jurisdiction

The contract and its operation shall be governed by the laws of India, for the time being in force. The contract shall deemed to have been entered into at AZAMGARH

#### **4.8.4 Bye Laws and Local Authorities**

The contractor shall conform to the provisions of any Govt. Acts and regulations of Local Authorities. Contractor would pay all charges and fees for towards Stacking, etc. The Contractor shall keep the Employer indemnified against all penalties and liabilities incurred in connection with the said contract.

The contract will be governed by the Indian Contract Act, Indian Sales Act and all other relevant laws.

#### **4.8.5 Arbitration**

All disputes related to the said contract shall be referred to the arbitration of the person appointed by the Employer. All rules will be subject to Arbitration Act 1940, or any statutory modification or re-enactment thereof.

It is a term of the contract that if the Contractor does not make any demand for arbitration in writing within 30 days of receiving the intimation from the Employer that bill has been certified for Payment, the claim of the contractor will deemed to have been waived absolutely bared and the Employer shall be discharged and released of all liabilities under the contract.