



प्रस्तावित आंतरिक मरम्मत एवं पेंटिंग्स कार्य, स्टाफ प्रशिक्षण
महाविद्यालय कोलकाता , १ , आयरन साइड रोड बालीगंज , कोलकाता
के लिये निविदा

**TENDER FOR
PROPOSED INTERIOR REPAIRING & PAINTING WORKS AT
STAFF TRAINING COLLEGE 1, BALLYGUNGE, KOLKATA-
700019 .**

(INTERIOR FURNISHING WORKS)

Issued to: - प्राचार्य/The Principal

बैंक ऑफ़ इंडिया / BANK OF INDIA

स्टाफ प्रशिक्षण महाविद्यालय / Staff Training College,

१ , आयरन साइड रोड बालीगंज /

1, Iron Side Road, Ballygunge

कोलकाता / Kolkata-700019

शर्त : खुली निविदा आमंत्रित

Condition: - (Open Tenders are invited)

**The Principal
Bank of India
Staff Training College
1, Iron side Road, Ballygunge,
Kolkata-700019**

**Sub: Proposed Interior Repairing & Painting Work at Staff Training College
Premises situated at 1, Iron side Road, Ballygunge, Kolkata-700019**

Dear Sir,

I/We have gone through the tender notice in connection with the theabove mentioned work and having visited and thoroughly examined the site of the proposed work. I/We do hereby tender to execute and complete the entire work in accordance with the specifications, drawings, scope of work and instructions referred to in conditions of tender, Articles of Agreement, Job requirements and conditions of contract as are provided for and in all other respects in accordance with such conditions so far as they may be applicable..

I/We understand that the lowest or any tender will not necessarily be accepted and that you are not bound to assign any reason thereof..

I/we agree to keep our offer open for three months from the date of opening.

I/We hereby offer to perform, provide, execute, complete and maintain the proposed work strictly in accordance with the specifications described in the tender at the item rates quoted by us in the tender for the sum of Rs.
(Rs.

) only at the respective rates quoted in the bill of quantities.

I/We undertake to complete and deliver the total work within **28 days** from the date of issue of work order from you. And the work that shall remain incomplete after the expiry of the aforesaid date shall be treated as liquidated and ascertained damages and not penalty. Suitable extension of time shall be granted for delays beyond our control.

Name and Address of
The Contractor

Signature & Stamp of Contractor

Place:

Date

Name of Work: PROPOSED INTERIOR REPAIRING & PAINTING WORKS AT BANK OF INDIA, STAFF TRAINING COLLEGE, 1- IRON SIDE ROAD, BALLYGUNGE, KOLKATA -700019.

TENDER NOTICE

Sealed Rate Tenders are invited for and on behalf of **Bank of India, Staff Training College** from the competent and interested contractors, who have executed two or more works of similar nature satisfactorily during last three years. The contractors should be technically sound and financially capable to complete the Work

The details are as under:

1.	NAME OF WORK	:-	PROPOSED INTERIOR REPAIRING & PAINTING WORKS at BANK OF INDIA; STAFF TRAINING COLLEGE, 1, IRON SIDE ROAD; BALLYGUNGE, KOLKATA-700019
2.	TIME OF COMPLETION	:-	28 DAYS FROM THE DATE OF COMMENCEMENT
3.	ISSUE OF TENDER	:-	TENDER DOCUMENTS WILL BE AVAILABLE FROM BANK'S WEB SITE/ BANK OF INDIA, STAFF TRAINING COLLEGE ; 1, IRON SIDE ROAD BALLUGUNGE, KOLKATA-700019 from <u>07/10/2021 TO 25/10/2021 BETWEEN 11.00 A.M. TO 12.30 P.M.</u>
4.	SUBMISSION OF TENDER	:-	SEALED TENDERS WITH THE NAME OF WORK SUBSCRIBED ON TOP OF THE COVER WILL BE RECEIVED AT BANK OF INDIA, THE PRINCIPAL, BANK OF INDIA , 1, IRON SIDE ROAD , BALLYGUNGE, KOLKATA- 700019
5.	TIME & DATE OF OPENING OF TENDER	:-	ON OR BEFORE <u>25-10-2021</u> <u>AT 3:30 P.M. (TENTATIVE)</u>
6.	TENDER RIGHTS	:-	CONDITIONAL TENDERS WILL NOTBE ACCEPTED. THE BANK RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL THE TENDERS WITHOUT ASSIGNING ANY REASON THEREOF OR TO ACCEPT ANY TENDER IN PART THEREOF
7.	DATE OF COMMENCEMENT	:-	FROM THE 7TH DAY OF ISSUE OF WORK ORDER.

SPECIAL INSTRUCTIONS TO TENDERERS

- (1) Sealed tenders should be addressed to The Principal, Bank of India, Staff Training College, 1-Ironside Road, Ballygunge, Kolkata-700019 and superscribed

Name of work: Proposed Repairing and Painting Work at Staff Training College, 1-Ironside Road, Ballygunge, Kolkata-700019

- (2) The tenders shall remain valid and open for acceptance for a period of 3 months from the date of openings of tenders. Bank reserves the right to accept or reject any or all the tenders without assigning any reason to do so. Bank does not bind itself for accepting the lowest tender.
- (3) The tenderer should quote the rates in figures as well as in words.
- (4) All erasures, corrections and alterations made while filling the tender must be attested by initials of tenderer. Overwriting of the figures is not permitted.
- (5) The Bank reserves the right to reject any or all the tenders, accept part of any tender or entrust the entire work to any contractor or divide the work to more than one contractor (item wise) without assigning any reason or giving any explanation. The rates quoted by the contractor will hold good for this bifurcation and no compensation will be paid on this account.
- (6) Joint tenders shall not be considered.
- (7) Within 7 days of receipt of intimation regarding acceptance of his tender by the Bank, the tenderer should send his acceptance of the work order in writing. If the tenderer does not do that or does not start the work within 10 days of such intimation to him or fails to give justified reasons not to do so, acceptance of his tender would be withdrawn and Earnest Money Deposit would be liable to be forfeited.
- (8) The rate quoted in the tender shall include all charges of scaffolding, lift, any tools and plants railway freight labour conditions and fluctuation in the rates, excise duty, sales tax, octroi and any other taxes or expenditure for carrying out the work and no extra charge would be paid for the same
- (9) Water and Electricity will be available for free at site.
- (10) No Escalation in rates will be allowed under any circumstances.
- (11) The successful tenderer is bound to carry out entire work within stipulated time limit. The tenderer will have to pay liquidated damages for non-completion of job within stipulated period at the rate of Rs. 500/- per day after expiry of agreed period of completion subject to maximum of 10 % of site contract value.
- (12) The liquidated damages as mentioned above may not be enforced if the

contractor applies sufficiently in advance for extension of time mentioning the unavoidable reasons for extension. The Bank shall, if in its opinion (which shall be final and binding upon the contractor) finds genuine reasons shown by the contractor for such request, may grant suitable extension in time limit. Any claim for damage or compensation in relation thereto by contractor is not permissible. Also other terms and conditions of the contract will remain unaltered in the extended period.

- (13) The successful tenderer is bound to carry out items of work necessary for completion of job even though the same is not included in the schedule of quantity. Rates of extra items will be derived from the tender. In case the rates do not exist in the tender and extra item is not similar to tender item, then the rates will be worked out on actual cost of material and labour, any other expenditure for completing that work plus 15 % towards contractor's profit & overheads. For this contractor must submit the rate analysis supported by original vouchers for purchase and labour.
- (14) The contractor must co-operate with other contractors appointed by the bank so that entire work shall proceed smoothly with least possible delay and to the satisfaction of the Bank.
- (15) The contractor shall remove all rubbish etc. out of site/premises wash and clean the floors and hand over the site in proper and tidy condition.
- (16) The tenderer shall acquaint himself with the site conditions making his own arrangement for storing of material at site, lift, etc.
- (17) Contractor shall shift furniture, cupboard, records, for the purpose of electrification & wiring and rearrange the same as directed. No extra charge shall be paid for the same.
- (18) Contractor shall be prepared to work at times convenient to the Bank. No charges shall be paid for the same.
- (19) The contractor will attend to all defects noticed during defect liability period. If the contractor fails to attend the defects within a reasonable time these defects will be rectified by the Bank and the expenditure incurred on this account will be recovered from security deposit, or any other money due on to time.
- (20) The contractor shall make adequate arrangement for watch and ward of his material and shall ensure the safety, breakage and any theft of material fixed or unfixed by him or other sub-contractor.
- (21) The work executed should be approved by the Architect/Bank and contractor shall rectify any bad workmanship pointed out at any stages and remove from site all the rejected material immediately.
- (22) The contractor shall be responsible for compliance of labour laws, compensation for injury and accident to any person, whether employed by him or by his sub-contractor.
- (23) The contractor will take necessary precautions for carrying out the work and avoid any damage to fixed or loose furniture, structures/decorative parts

of the property. The contractor will rectify any damages done at his cost.

- (24) The contractor shall ensure that workmen employed by him for execution of work are suitably covered against workmen's Compensation Act, ESIS and other legislative enactments as may be applicable to such works from time to time and workmen shall be liable to the contractor's account
- (25) The contractor shall inform the Architect/Bank to check quality/measurements of any work which is likely to be hidden before covering.
- (26) In case of non-completion or delay in completion of work or removal of defects in time, the Bank shall be free to appoint another agency to get the job done at contractor's risk and cost.
- (27) Income Tax at applicable rate of the Bill Amount will be deducted at sources from the contractor's bill and will be deposited with the I.T.O. as per rules.
- (28) The Bank may delay the progress of work without, in any way, vitiating the contract and grant such extension of time for the commencement/completion of the contract as it may think proper and sufficient in consequence of such delay and the contractor shall not any make claim for compensation or damage in relation thereof..
- (29) The contractor will not include/execute any extra item without Bank's permission in writing.
- (30) The quantities mentioned in the schedule of quantities are approximate. Payment will be made on actual work done by the contractor. However, the contractor should not deviate the quantity without Bank's permission
- (31) Conditional tenders quoted by the tenderer is/are liable to be rejected.
- (32) The Bank has a right to alter the nature of work anytime and to add or omit any items of work or to have the option of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contract.
- (33) The Bank has right to terminate the contract, if the contractor abandons the work or fails to commence and complete the work in time or fails to abide by the contract conditions.
- (34) Measurements for all items shall be taken as per actual work done and no claim for any wastage in all material shall be considered.
- (35) Contractor has to get the samples of all the materials like switch, wire, or any other accessories approved by the Architect/Bank.
- (36) Contractor must quote balanced rates as quantities mentioned in the tender are approximate and may vary to any extent. No extra rate shall be given on this account.
- (37) The contractor while executing the work during the working hours of the Bank shall take special care that disturbance is not caused to Bank's staff and customers' during the office hours. The contractor should also keep the

banking hall in a reasonably good and presentable condition during banking hours.

- (38) **THE RATES QUOTED SHOULD BE FIRM INCLUDING ALL TAXES. DISCOUNT IN TOTAL AMOUNT WILL NOT BE CONSIDERED AND THE SAME TENDER WILL BE LIABLE FOR DISQUALIFICATION.**
- (39) **THE CONTRACTOR IS REQUIRED TO OBTAIN NECESSARY LABOUR LICENCE FROM LABOUR ENFORCING AUTHORITY BEFORE COMMENCEMENT OF THE WORK. HE IS ALSO REQUESTED TO ABIDE BY THE LABOUR LAWS APPLICABLE INCLUDING SUBMISSION OF FORM VI-B TO THE LABOUR ENFORCEMENT OFFICER.**
- (40) **THE CONTRACTOR WILL ADHERE TO THE IBA/CVC GUIDELINES DURING EXECUTION OF WORK.**
- (41) **THE RATES WILL BE VALID FOR 90 DAYS.**
- (42) **THE CONTRACTOR WILL PREPARE ALL THE FURNISHING ITEMS AT SITE ONLY. THE CONTRACTOR WILL GET THE APPROVAL OF SAMPLES OF ALL THE MATERIALS SPECIFIED IN THE TENDER, SUCH AS PAINTS, ETC. FROM BANK/ARCHITECT. HOWEVER, THE CONTRACTOR WILL HAVE TO PRODUCE INVOICE & CERTIFICATE WITH THE FINAL BILL FROM THE RESPECTIVE COMPANY FOR THE MATERIAL USED AT ABOVE SITE.**
- (43) **ABSOLUTELY LOW RATED ITEMS/ABSOLUTELY HIGH RATED ITEMS REQUIRED TO BE EXECUTED/DELETED.**
- (44) **ANY EXTRA ITEMS OR EXCESS QUANTITY (OTHER THAN TENDER) WORK WILL BE CARRIED OUT ONLY AFTER APPROVAL FROM THE COMPETENT AUTHORITY OF THE BANK OR ELSE PAYMENT WILL NOT BE MADE.**

Name of Contractor with seal & signature

Date:

Place:

SPECIAL CONDITIONS OF CONTRACT

The tenderer should note that at the time of submission of tender, associate family firms (ownership/director/partnership with other family member's viz. father/mother/brother/sister/wife/son/daughter etc.) and firm having same registered address will not be allowed and only one firm is eligible to apply for tender. In case more than one applications are received from such firm/s, the Bank has a right to reject both/all the applications of such firm.

Preparation of estimate for proposed repair work which basically includes following items:

- a. Civil repair work/ plastering
- b. Painting
- c. Tiling
- d. Changing of damaged door
- e. Any other work which you found emergent in nature.

Payment terms:

1. 20 % after completion of the drawing and estimate.
2. Up to 40% upon the issuance of the work order.
3. Up to 85% upon the completion of the work and release of bill.
4. Up to 100% upon completion of the defect liability period and after release of the retention money of the vendor.
5. You have to quote actual rate to be incurred at the completion of the project. Taxes if applicable would be paid extra.
6. Your quoted rate should be inclusive of all expenses and any other claim beyond this quoted rate is not admissible at Bank end.
7. TDS as applicable would be deducted from your bill.

SPECIFICATION OF MATERIALS

All the material to be used shall be from the list of ISI approved Brand. Any deviation from this shall be required to get approval from Architect/Bank, the contractor shall submit samples of materials used for verifications and produce Bill in original.

ARTICLE OF AGREEMENT

Article of Agreement made this day of 2021 at Kolkata between the **BANK OF INDIA, STAFF TRAINING COLLEGE, and KOLKATA- 700019** (hereinafter called “the Employer” of the one part, and Name and address of contractor

M/s _____ (Hereinafter called the “contractor” which expression shall include the successors and assigns of other part.)

WHEREAS the Employer is desirous of having work of **Interior Repairing and Painting (Interior Work) At Bank Of India, STAFF TRAINING COLLEGE, KOLKATA- 700019** and has caused drawings, specifications and Schedule of quantities etc. describing the Works and whereas the said drawings have been seen, the specifications and/or the schedule of quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the contractor has agreed to execute upon, subject to all conditions set forth herein and schedule of Items and quantities, General and Special conditions of contract, specifications etc. contained in the tendered documents including all correspondences exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively here in after referred to as “the said conditions”) the work shown upon the said drawing and/or described in the said specifications and included in the said schedule of quantities at the respective rates therein set forth amounting to the sum as therein arrived at of such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said contract amount to be paid at the time and in the manner set forth in the said conditions execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities, either in whole or in part as per the terms and conditions contained in the said conditions.
2. The employer shall pay the contractor the said contract amount or such other sum as shall become payable at the time and in the manner hereinafter specified in the said conditions.
3. The term “the Contractors” in the said conditions shall mean the said **M/S _____** or in the event of their death or ceasing to be the architects for the purpose of this contract, such other person or persons as shall be nominated for the purpose by the employer not being a person to whom the contractor shall object for reasons (maintained in said conditions) considered to be sufficient by the employer. Provided always that no person or persons subsequently appointed to be architects under this contract shall be entitled to disregard or over rule any previous decision or approval or direction given or expressed in writing by the architects/Bank for the time being.

4. The said general condition, special condition, technical drawings, Notice inviting Tender, specifications, Instruction to Tenderers, Price Bid (Schedule of Quantities), Correspondences, Letter of Acceptance, Agreements and Appendices thereto, contained in the tendered documents/said conditions shall be read and considered as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained therein.
5. The plans, agreement and documents mentioned herein shall form the basis of this contract. This contract is neither a fixed lump sum contract nor a piece work contract, but is an item rate contract to carry out work in respect of **Proposed Interior Repairing and Painting work At STAFF TRAINING COLLEGE, KOLKATA- 700019** and also for some addition and alteration works to be paid for according to actual measured quantities at the rates contained in the schedule of rates and/or probable quantities as provided in the said conditions.
6. The contractor shall afford every reasonable facility for the carrying out of the all works relating to **Proposed Interior Repairing and Painting work At STAFF TRAINING COLLEGE, KOLKATA- 700019**. Preparing the furniture work and other ancillary works in the manner laid down in the said conditions, and shall make good and damage done to walls, floors etc. after the completion of his work.
7. The Employer through the architect and technical officer reserves the right to himself of altering the specifications, drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudices to this contract.
8. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work soon after the formal work order issued to him and complete the entire work within 60 days thereafter
9. .
10. Any dispute arising under this agreement or in any way connected to this agreement shall be deemed to have arisen in **Kolkata** and only the Courts in **Kolkata** shall have jurisdiction to determine the same.
11. The contents of this agreement have been read by the contractor.

IN WITNESS WHEREOF the Employer and the contractor have set their respective hands to these Presents and two duplicates hereof the day and year first herein above written. (If the Contractor is a Partnership Firm or an Individual).

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said duplicates have/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written (If contractor is a Company).

Signature

Signature

(Employer/Bank)

(Contractor)

Name & Designation

Address

Witness

Witness

1.

1.

2.

2.