



बैंक ऑफ बड़ौदा
Bank of Baroda



विजया
VIJAYA



देना
DENA

**TENDER FOR INTERNAL/EXTERNAL REPAIR
WORKS AT BANK'S RESIDENTIAL BUILDING-
SIDDHARTHA, L.J. MEHTA MARG, NAPEANSEA
ROAD,
MUMBAI - 400 006.**

बैंक ऑफ बड़ौदा

सुविधाएं प्रबंधन विभाग, पहला मंजिल,
बड़ौदा कॉर्पोरेट सेंटर, सी-26, जी-ब्लॉक,
बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा (ई), मुंबई - 400051

**BANK OF BARODA
FACILITIES MANAGEMENT DEPARTMENT
1ST FLOOR, BARODA CORPORATE CENTRE,
C-26, G-BLOCK, BANDRA KURLA COMPLEX,
BANDRA (EAST), MUMBAI-400051**

**Tender Reference: BOB/BCC/FM/115/87/Building Repairs/02
Date: 04.02.2023**

सुविधाएं प्रबंधन विभाग, बीसीसी, मुंबई
Facilities Management dept., BCC, Mumbai



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SECTION A

INTRODUCTION

Definitions of some common terms & Abbreviations	
Bidder / Respondents	Reputed Service Provider/Vendors which participate in E tendering to make an offer
Contractor/Supplier/Vendor	Final successful Bidder to whom the contract will be awarded
Bank	Bank of Baroda
EMD	Earnest Money Deposit
SLA	Service Level Agreement
MOU	Memorandum of Understanding
IST	Indian Standard Time GMT +5:30
INR	Indian Rupee
PBG	Performance Bank Guarantee
DLP	Defect Liability Period
ISD	Initial Security Deposit

Notice:

Bank of Baroda, Facilities Management Deptt. BCC, Mumbai, invites offers from prospective Vendors for major external/internal repair works at Bank's residential building- SIDDHARTH, A WING. 21, L.J. MEHTA MARG, NAPEANSEA ROAD, MUMBAI - 400 006. Interested bidders can access tender from Tender Section of Bank of Baroda's website www.bankofbaroda.com

Further "Corrigendum" or "Addendum" (if any) shall be issued on Bank's website only and prospective Bidders have to keep checking our website for any additional instructions/ Addendum, if any till 48 hours of tender submission time. Bidders who quote tender without attaching tender or the addendum if any will be rejected.

The Bank reserves the right to reject any / all applications without assigning any reason whatsoever.

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank. In the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

Schedule of E Tender		
A.1	E-Tender No.	BOB/BCC/FM/115/87/Building Repairs/02
A.2	Date of viewing Tender	04.02.2023
A.3	Date of Starting of E-Tender for submission of on line	04.02.2023
A.4	Date & Time of closing of online E-Tender for submission of Technical Bid & Price Bid	24.02.2023 & 1500 hrs IST
A.5	Date & time of opening of Part-I - Technical Bid	24.02.2023 & 1530 hrs IST
A.6	Date & time of opening of Part-II - Price Bid	Date of opening of Part II i.e. Commercial bid shall be informed separately.
A.7	Last date of submission of EMD through RTGS/NEFT	24.02.2023 up to 1500 hrs IST
A.8	Pre-Bid Meeting may be arranged through online platform of starting date & time.	-
A.9	Estimated Amount	₹57 Lakhs
A.10	Earnest Money Deposit	₹ 57,000.00 INR (Rupees Fifty Seven Thousand Only)
A.11	Address for online submission of bids (technical as well as price bid)	Bid must be submitted online on URL https://www.tenderwizard.com/BOB
A.12	Address for opening of bids	URL: https://www.tenderwizard.com/BOB
A.13	Contact Details of Online Portal facilitator, M/s. e-Procurement Technologies Ltd. (ETL).	Primary Contact Number Mr. Senthil Raj +91-8693843194 Alternate Contact Numbers Mr. Sandeep Gautam : +91-8800496478 Helpdesk No: 080-45811365/080-45982100.

Conditional tenders are liable to be rejected. Dispute, if any, will be subject to Mumbai jurisdiction only.

For any further information on the tender, following offices / persons to be contacted:

<p>1. Mr. G M Das. Chief Manager (Civil) Ph: 022-66985106, Email: em.bcc@bankofbaroda.com</p> <p>2. Mr. Vishal Borkar. Sr. Manager Ph. No. : 022 – 66985779, Email : em.bcc@bankofbaroda.com</p>
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सुविधाएं प्रबंधन विभाग, बीसीसी, मुंबई
Facilities Management dept., BCC, Mumbai



3. Project Architect : M/s Supreme Engicons (India) Pvt Ltd – Mr Rajiv Sharma.
Contact Details : 9320013008
E-mail Id: rajivsharma@supremeengicons.com

SECTION B

IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

B.1	Important instructions for E-Tender
	<ul style="list-style-type: none"> • This is an online tender event of Bank of Baroda. • Bidders are requested to read the terms & conditions of this RFP before submitting their online tenders. • Bidders who do not comply with the conditions with proper/necessary documentary proof (wherever required) will not qualify in the Tender process for opening of Commercial bid. • The intending bidders are required to submit their offer electronically through E-Tendering portal. No physical tender is acceptable by Bank. • Online (Part I - Technical Bid) and (Part II - Price Bid) will be done through URL : https://www.tenderwizard.com/BOB
B.2	<u>General Instructions to Vendors - E Tendering</u>
	<ul style="list-style-type: none"> • To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda: www.tenderwizard.com/BOB • The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having - 02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.
	<p><u>Tenderwizard Help Desk</u></p> <ul style="list-style-type: none"> • If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tenderwizard Help Desk as per following: <p style="text-align: center;">Helpdesk Contact No. : +91 080-45982100/08045811365. Email – eprocurebob@etenderwizard.com</p> <p><u>Primary Contact Number</u> Mr. Senthil Raj +91-8693843194</p> <p><u>Alternate Contact Numbers</u> Mr. Sandeep Gautam : +91-8800496478</p>

	<p><u>Contact No. for other activities</u></p> <ul style="list-style-type: none"> • Registration Help Desk : +91 080-45982100/08045811365 (Kindly put “REGISTRATION/PROFILE UPDATE” in the subject line of the email to eprocurebob@etenderwizard.com) • e-procurement queries : +91-11-49424365 (Kindly put “E-PROCUREMENT QUERIES” in the subject line of the email to eprocurebob@etenderwizard.com) <p>Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.</p>
	<p><u>Downloading of Tender Document</u></p> <p>The tender document is uploaded / released on Bank of Baroda website as well as e-tendering portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.</p>
	<p><u>Preparation & Submission of Bids</u></p> <p>The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ONLINE” or by any other mean shall be summarily rejected. No other form of submission shall be permitted.</p>
	<p><u>Do's and Don'ts for Bidder</u></p> <ol style="list-style-type: none"> Registration process for new Bidders should be completed within first week of release of tender. The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence, bidders are advised to start the process of upload of bid documents well in advance. Bidders have to prepare for submission of their bid documents online well in advance as the encrypt/upload process of soft copy of the bid documents large in number to e- procurement portal may take longer time depending upon bidder's infrastructure and connectivity. To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid. Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.

	<p>vi. Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.</p> <p>vii. Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.</p> <p>viii. Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.</p>
	<p><u>Guidelines to Bidders for Electronic Tendering System</u> <u>Pre-requisites to participate in the Tenders</u></p> <p><u>Registration of bidders on e-procurement portal of Bank of Baroda:</u></p> <p>The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e- procurement portal. To enroll, bidders have to generate User ID and password on www.tenderwizard.com/BOB. The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Vendor Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. www.tenderwizard.com/BOB.</p>
	<p>Preparation of Bid & Guidelines for Digital Certificate</p> <p>The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.</p> <p>The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.</p> <p>Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.</p> <p>In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that</p>

	<p>user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000.</p> <p>Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Bank of Baroda as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.</p> <p>The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.</p> <p>The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.</p>
	<p>Recommended Hardware and Internet Connectivity</p> <p>To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.</p> <ul style="list-style-type: none"> • Operating System Requirement Windows 7 & above • Browser Requirement (anyone from following) Microsoft Internet Explorer (IE) version 11 and above Mozilla Firefox - Latest version Google Chrome - Latest version • Browser settings <ol style="list-style-type: none"> 1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode. 2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'SmartScreen Filter' in the browser. • Supported File Types

1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
2. Files with .EXE, .PSD extensions are not allowed
3. File size not to exceed 5 MB per attachment
4. All uploaded files should be virus free and error free

• **Minimum System Configuration**

1. CPU speed of 2.0 GHz
2. USB Ports
3. 2 GB of System Memory (RAM)
4. Anti-virus software should be enabled and updated regularly

• **Requirement of utility software**

1. Java Run Time Engine (JRE – 1.8.0) or higher.
2. Microsoft Office 2003 with MS Word and MS Excel
3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

Steps to participate in the e-Tenders

Online viewing of Detailed Notice Inviting Tenders The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on www.tenderwizard.com/BOB.

➤ **Download of Tender Documents**

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via NEFT/RTGS mode & submit the details in the e-procurement portal.

➤ **Online Submission of Tender**

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or uploadable documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

➤ **Close for Bidding**

After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

➤ **Online Final Confirmation**

After submitting all the documents bidders need to click on "Final Submission" tab. System will give pop up "You have successfully completed your submission" that assures submission completion.

	<ul style="list-style-type: none"> ➤ Short listing of Bidders for Commercial Bidding Process The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email. ➤ Opening of the Commercial Bids The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank's e-procurement portal after the completion of opening process. ➤ Tender Schedule (Key Dates) The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.
	<p>Important Points:</p> <p>The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance</p> <ul style="list-style-type: none"> a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents. b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.
	<p>Steps by step detailed Vendor Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re- submissions etc. on e-procurement portal i.e. www.tenderwizard.com/BOB</p> <p>Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.</p>
B.3	Bid Submitting & Opening
	<ul style="list-style-type: none"> • Part I Technical bid will be opened electronically on specified date and time as given in the RFP/TENDER.

	<ul style="list-style-type: none"> • Part II Commercial bid will be opened electronically of only those bidder(s) who's Part-I Technical Bid is found to be acceptable by Bank of Baroda. Such bidder(s) will be intimated date of opening of Part-II Commercial bid, through valid email confirmed by them. • All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. • All notices /corrigendum and correspondence to the registered bidder(s) shall be sent by email only during the process till finalization of tender by Bank of Baroda. Hence the bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration. • E-Tender cannot be accessed after the due date and time mentioned in RFP/TENDER. • The process involves Electronic Bidding for submission of Technical and Commercial Bid. • As the Bids are to be submitted online, it is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time as specified. Bank shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.
B.4	Submission of Technical Bids
	<p>The TENDER response shall be submitted in two parts. Part I shall comprise of Technical Bid plus EMD and Part II shall contain Commercial Bid. These bids shall be submitted Online.</p> <p>Bidder shall submit Earnest Money Deposit (EMD) amount online through NEFT/RTGS only on the details below:</p> <p style="text-align: center;">Bank: BANK OF BARODA Branch: Bandra East IFSC: BARB0BANEAS ('0' is Zero) Account Type: OD Account No.: 29040400000417 Account Name: BCC Office Administration Deptt.</p> <p>Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipt/ Insurance guarantee or Cheque, DD/BC.</p> <p>Please note that firms/agencies claiming exemption from submission of EMD under any statutory authority/law (eg. NSIC, Micro & Small Enterprises (MSEs) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall ensure to submit copy of valid Registration Certificate duly signed and stamped in place of receipt of NEFT/RTGS.</p>

	<p>The proposal shall be prepared in English. Name of contact person, e-mail address and phone/fax numbers of the bidder shall also be indicated on the sealed envelopes.</p> <p>Please note that any changes in the technical / prequalification criteria mentioned in this Tender Document shall be inserted as addendum in the tender section of Bank's Website and in URL : https://www.tenderwizard.com/BOB</p>
B.5	Submission of Commercial Bids
	<ul style="list-style-type: none"> ➤ Commercial Bids will be submitted online. ➤ The prices offered to the Bank must be in Indian Rupees. ➤ Rate quoted shall be exclusive of GST, however inclusive of any other duties. GST shall be paid as per the Government norms on the actuals. ➤ L1 (Lowest Bidder) will be decided on the overall cost. ➤ Defect liability period (DLP) for the entire project work shall be for -12-months period from the date of successful completion of the work by the vendor and acceptance by the Bank. ➤ Any price variation on account of change in tax structure (+ or -) shall be payable/recoverable during the contract period.
B.6	Site Visit
	<p>Interested bidders may visit the site as per the below mentioned schedule: Date of Visit: From 10.02.2023 to 13.02.2023. Time: 11:00AM to 02:00PM Interested bidders shall inform the Bank on the below mentioned mail id at least -2- days prior to visit to the site: em.bcc@bankofbaroda.com All necessary COVID19 guidelines as laid by the Central/State Governments shall be followed by the bidders while making site visit.</p>
B.7	Opening of Technical Bids
	<p>The Technical Bids will be opened in the presence of Bank's authorized committee as per the schedule. No separate intimation will be given to the bidders in this regard.</p>
B.8	Evaluation of Technical Bids
	<p>Technical Bids will be evaluated on the basis of fulfilling Bidders Profile Details and compliance to Eligibility criteria, Technical specification, other terms and conditions stipulated in the tender document. Commercial Bids of only those bidders who qualify in the technical evaluation, based on the criteria laid down hereinabove, will be opened.</p> <p>The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.</p>

B.9	Evaluation of Commercial Bids
	<p>After the technical evaluation of the tenders, the price bid of only technically qualified bidders (as per the criteria mentioned hereinabove) shall be considered for price bid evaluation. The Bank reserves its right to seek and obtain substantiating data from the bidders for verification of the credentials submitted. The Date of opening of Price Bid shall be advised separately to all technically qualified bidders.</p>
B.10	Description of Work
	<p>External/internal repair works of Bank's residential quarters – SIDDHARTH BUILDING, A WING. 21, L.J. MEHTA MARG, NAPEANSEA ROAD, MUMBAI - 400 006.</p>
B.12	Scope of Work
	<p>1. The following activities will be under the scope of work of the vendor:</p> <p>External/internal repair works of Bank's residential quarters – SIDDHARTH BUILDING, A WING. 21, L.J. MEHTA MARG, NAPEANSEA ROAD, MUMBAI - 400 006 as briefed below but not limited to:</p> <ol style="list-style-type: none"> i. Strengthening of the critical structural members (i.e. RCC Beams, Columns, Slabs, Chajjas etc.) by combination of various rehabilitation techniques including steel/concrete jacketing, polymer modified mortar treatment with/without additional reinforcement to make-up for the steel area lost to corrosion, Micro Concrete, fibre-wrapping etc. ii. Repairing of the external walls/ strengthening of the surface with water proof sand faced plaster in two coats after cleaning and carrying out patch plaster of the surface. iii. Repairing of the internal column/beams and plasters. iv. Plumbing related works (repair/replacement). v. Overall damp proof painting works. <p>The contract also comprises of provision of all labour, materials, constructional plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance. The rates quoted shall be inclusive of all such factors. Price escalation shall not be entertained in any circumstances.</p> <p>The Contractor shall carry out and complete the works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Architect/Bank. The Architect may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "instructions". These</p>

instructions shall be reflected either in the minutes or in any other form when Bank's approval/ consent is obtained in regard to: -

- The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- Any discrepancy in or divergence between the Drawings or between the Schedule of quantities and/or Drawings and/or specifications.
- The removal from the site of any materials brought thereon by the Contractor and the substitutions of any other materials thereof.
- The removal and/or re-execution of any works executed by the Contractor.
- The postponement of any work to be executed under the provisions of this Contract.
- The dismissal from the works of any person employed there upon.
- The opening up for inspection of any work covered up.
- The amending and making good of any defects.
- Co-ordination of work with other agencies appointed by the Bank for due fulfilment of the total work.
- The Bank shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account.
- The Contractor shall forthwith comply with and duly execute any work contained in Architects instructions whether oral or written, It is provided that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank/Architect shall, if involving a variation, be confirmed in writing by the Contractor within 5 days and if not dissented from in writing within a further 10 days by the Bank/Architect, such shall be deemed to be the Architect's instructions within the scope of the contract.
- If Compliance with the Architect's instructions involves any variation, the Bank shall pay the Contractor on the Architect's certificate the price of the said work (As an extra to be valued by the Architect as hereinafter provided).
- If the Contractor fails to comply with the Architect's instructions within a fortnight after the receipt of written notice from the Architect requiring compliance with such instructions, the Bank through the Architect may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions.
- For the purpose of entering day-to-day instructions by the Architect, the Contractor shall maintain at his own cost, a "Site Instruction Book" in quadruplicate in which the instructions shall be entered by Bank/Architect.

'Instruction' to the Contractor shall be generally issued through Architect. However Bank may issue instructions directly, if deemed fit.

2) Place of Work and Visit to site: Intending bidder shall visit the site and make them thoroughly acquainted with local site conditions, nature and requirement of works, facilities of transport condition, effective labour and material and removal of rubbish.

3) Tender Submission: Bidders should upload all the scanned documents as per this tender documents.

4) Agreement: The successful contractor may be required to sign Agreement as may be drawn including all pre-bid minutes, any amendments to Tender documents resulting from the issue of addendum if any, any amendments made / agreed between the contractor and the Bank prior to award of contract as well as where applicable, submissions made by the contractor, all pre-award of contract well as where applicable.

5) Taxes and Duties: The tenderer shall include in their tender prices quoted, for all duties, royalties and sales tax or any other taxes or local charges if applicable.

6) Contractor's Employees: The Contractor shall employ technically qualified and competent manager and supervisor for execution and supervision of the works. The Contractor shall comply with the provisions of all labour legislation including the requirements of :

(a) Payment of Wages Act

(b) Minimum Wages Act (Wages to the workers to be paid as per the minimum wages act under Central Govt. The Performa for working out wages of workers as per minimum wages act Central is given in Annexure-I. We also enclose soft copy of the Annexure I for convenience of the bidders, however, the bidder should submit the seal signed printout of the same along with price bid)

(c) Employers' Liability Act, Including P. F. Act, Gratuity Act etc.

(d) Workmen's compensation Act

(e) Contract Labour (Regulation and Abolition) Act

(f) Apprentices Act

(g) Any other Act or enactment relating thereto and Rules and Regulations framed there under from time to time.

The Contractor shall indemnify, keep the Bank indemnified and saved harmless against claims if any of the workmen and all costs and expenses, penalties, prosecutions and punishments as may be incurred suffered or sustained by the Bank in connection with the any claim that may be made by any workmen.

7) Insurance: The Contractor shall indemnify and keep the Bank, it's servants or agents indemnified against claims, actions or proceedings bought or instituted against the Bank, it's servants or agents by any of contractor's employees or any other third party in connection with relating to or arising out of the performance of the services under the Agreement.

8) Validity of Proposal: The proposals from the bidders shall be valid for a period of 90 days from the date of opening of Price Bid and the bidder shall not withdraw his proposal prior to the expiration of the validity period.

9) Compliance with all statutory requirements: The Contractor shall comply with all statutory requirements prescribed by the local as well as central government authorities from time to time before commencement of the work. The contractor shall produce all the relevant statutory documents licenses and approvals for inspection by the Bank and the government authorities. Bidder shall assist the Bank for preparing necessary registers/ records that needs to be maintained by the Bank and timely submission of the same to the Labour Office or any other authority, if any.

10) Occupational Health and Safety : With regards to occupational health and safety, the contractor shall adhere to the following:

- i) Comply with applicable local regulatory requirements
- ii) Comply with applicable Banks requirements specified in the contract and appendices.
- iii) Correct all health and safety non-compliances in a timely manner and where there is an immediate danger to health or life, to stop work immediately.
- iv) Be liable for liabilities arising due to non-compliance of contractor employees, agents or sub-contractors with applicable requirements.

11) Safety Management:

- i. Maintain a system for recording and reporting accidents/ illness occurring at Bank of Baroda premises of Contractor's labour or while doing work for Bank of Baroda.
- ii. Ensure that contractor employees are trained and suitably qualified for the risks involved.
- iii. Implement a communication process with Bank of Baroda and contractor employees on equipment hazards, unsafe conditions or acts and actions required to prevent injury or damage to property and where necessary, to provide suitable and effective means of warning.
- iv. Periodically report to Bank of Baroda on the performance of the safety management system, programs, violations of safe work practices and status of corrective plans.
- v. Initiate and maintain safety management programs to protect contractor's employees from hazards through procedures, practices, and regular inspection of the work areas, materials, equipment, information and training necessary for safe work performance.

- vi. Maintain records including but not limited to contractor employees' training, hazard assessments, communications, permits, licenses and accidental investigations.
- vii. In instances, where such work is carried out, implement permit to work programs, including but not limited to hot work, cold work, and entry into confined spaces, work on fire suppression systems and work on high voltage and live electrical equipment's.

12) SAFETY CODE

A. Scaffolds

(i) Suitable scaffolds and safety nets shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have minimum width of 450 mm and a maximum rise of 300 mm. Suitable hands holds of good quality wood or steel shall be given on inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical)

(ii) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform gangway or stairway is more than 4 m above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in

(iii) Providing suitable fencing for every opening in the floor of a building or in a working platform with suitable means to prevent the fall of persons or materials or railing whose minimum height shall be 1 m.

(iv) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed, No portable single ladder shall be over 9 m in length while the width between side rails in rung ladder shall in no case, be less than 290 mm. For longer ladders this width shall be increased at least 20 mm for each additional meter of length.

B. Other Safety Measures

(i) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer of the Bank/Architect obtained prior to construction.

(ii) During any construction and project works all personnel of the contractor working within the plant / site shall be provided with safety helmets

	(iii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

SECTION C

BIDDER'S PROFILE:

All the supporting Documents are required to be uploaded on e-tender's website. Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. **All the documents uploaded should be attested by the bidder.**

Sr .	Description	Bidders Response	Documents Required
C.1	Name of the Bidder/Firm	Enter your Company name.	No Documents required
C.2	Permanent Account Number	Enter Permanent Account No.	Upload supporting document.
C.3	GST No.	Enter GST No.	Upload supporting document.
C.4	Registered Office address	Enter your complete registered office address along with Pin code	Upload supporting document.
C.5	Email Address	Enter at least Five Email addresses	No Documents required
C.6	Phone/Mobile nos.	Enter at least Five Phone/Mobile nos.	No Documents required
C.7	Year of Establishment	Enter year of Establishment	Upload Certificate of Incorporation.
C.8	Status of the firm (Sole Proprietorship/ Partnership/ Ltd. Co./ Others)	Enter your status of firm.	Upload Certificate of Incorporation.
C.9	Name of Director/Partner/Proprietor	Enter Name of Director/Partner/Proprietor	Upload supporting document.
C.10	Name of the person who have power of attorney or Authorized Signatory	Enter the name.	Please upload supporting document/power of attorney.
C.11	Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code and MICR code	Enter Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code and MICR code	Please upload copy of cancelled cheque.
C.12	Net Profit/Loss Made by bidder in 2019-20	Enter your net profit/loss	Upload Income Tax Return filed for the year.
C.13	Net Profit/Loss Made by bidder in 2020-21	Enter your net profit/loss	Upload Income Tax Return filed for the year.
C.14	Net Profit/Loss Made by bidder in 2021-22	Enter your net profit/loss	Upload Income Tax Return filed for the year.
C.15	Annual Turnover of bidder in 2019-20	Enter your Annual Turnover	Upload Audited Balance Sheet for the year.

C.16	Annual Turnover of bidder in 2020-21	Enter your Annual Turnover	Upload Audited Balance Sheet for the year.
C.17	Annual Turnover of bidder in 2021-22	Enter your Annual Turnover	Upload Audited Balance Sheet for the year.
C.18	Details of EMD submitted to Bank of Baroda	Enter UTR No. and Bank Name along with date	Upload Scanned copy of NEFT/RTGS/Transfer/Deposit Receipt
C.19	Whether registered/empaneled with Government/Semi-Government/Municipal authorities of any other Public organization.	Provide details of organization and, in which class and since when.	Enclose certified copies of documents (Letter from such government organization issued for empanelment/registration) as evidence.
C.20	Number of years of experience in the field and details of work in any other field	Mention the number of years of experience of the firm in the field.	Provide completion certificate for similar executed works.
C.21	Address of Mumbai office through which the proposed work of the Bank will be handled and the name & designation of professional in charge.	Enter your office address in Mumbai.	Upload supporting document.
C.22	Detailed description and value of works done (Proforma 1) and works on hand (Proforma 2)	Fill in the proforma and attach supporting documents.	Upload proforma 1 & 2 along with supporting documents like completion certificate, work order resp etc.
C.23	Details of Key Personnel Permanently employed (Proforma 3)	Fill in the proforma.	Upload proforma 3.
C.24	Other infrastructural information to be used/referred for this project (Proforma 4)	Fill in the proforma.	Upload proforma 4.
C.25	Furnish the names of –3- responsible persons along with their designation. Address, tel. No. etc. for whose organisation, you	Provide details of person/officials of the organization for which you have executed works.	No Documents required

	have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.		
C.26	<p>Whether any Civil Suit/litigation arisen in contracts executed/being executed during the last 10 years. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and brief details of litigation.</p> <p>Give name of court, place, and status of pending litigation.</p>	Provide details of litigation if any.	<p>Upload supporting documents.</p> <p>Upload declaration on your letter head if no civil suits/litigations.</p>
C.27	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	Provide details of pending litigation if any.	<p>Upload supporting documents.</p> <p>Upload declaration on your letter head if not applicable.</p>
C.28	Undertaking regarding local office at Mumbai.	To be filled if no permanent office in Mumbai.	Upload declaration on your letter head.
C.29	The company / firm has not defaulted to any Bank within the jurisdiction of India.(CIBIL report of the company / firm)	Provide required details.	Upload declaration on your letter head if not applicable.

C.30	The Contractor should not be owned or controlled by any Director or Employee of the Bank (or their Relatives)-Self declaration by the bidder on Company's letter head conforming the same.	Provide required details.	Upload declaration on your letter head if not applicable.
C.31	The Contractor should not have been penalised or found guilty in any court of law and the Architect shall not have been blacklisted / debarred by any Central Government Ministry/ Bank/ RBI/ IBA/ any regulatory authority. Self-Certification by the Architect on Company's letter head to be provided. However, Bank would have the right to independently verify the same. Proforma-6.	Provide required details.	Upload declaration on your letter head if not applicable.

SECTION D

ELIGIBILITY CRITERIA:

All the supporting Documents are required to be uploaded on e-tendering website. Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. **All the documents uploaded should be attested by the bidder.**

Prequalification Criteria for Vendor (Bidder) who is submitting the bid. Company who qualifies all the below mentioned criteria can participate in the tender directly or indirectly through authorized Business Partner/System Integrator:

S. No.	Prequalification Criteria	Bidders Response	Documents Required
D.1	Name of the Bidder/Firm	Enter your Company name.	No Documents required
D.2	Bidder should have made net profits during last three financial years. (2019-20, 2020-21, 2021-2022).	Mention Yes/No.	Copy of the last three years audited financial statements
D.3	Bidder Average Annual turnover of the company of last three years should not be less than 17 Lakhs.	Mention Yes/No.	Copy of the last three years audited financial statements
D.4	Bidder should have experience in the past for Civil maintenance Works (building repair maintenance works) in various office / organization/ residential complex across India during the last 7 years as of Jan 2023.	Mention Yes/No.	Copy of Purchase Orders/Work completion certificate.
D.5	The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in	Mention Yes/No.	Copy of Purchase Orders/Work completion certificate.

	<p>Semi Govt. /Govt. & Public / Private Sector Organizations during last seven (7) years (up to 31.01.2023)</p> <p>a) Three similar completed works each of value not less than the value equal to ₹ 22.80 Lakhs.</p> <p>OR</p> <p>b) Two similar completed works each of value not less than the value equal to ₹ 28.50 Lakhs.</p> <p>OR</p> <p>C) One similar completed works each of value not less than the value equal to ₹45.60 Lakhs.</p>		
D.6	Bidder must be an Indian firm company/organization registered under Companies Act	Mention in Yes/No.	Certificate of incorporation issued by Registrar of Companies
D.7	Bidder should have presence of their Registered office / service office at Mumbai.	Mention in Yes/No.	Copy of address and contact number
D.8	Valid GST Registration	Mention in Yes /No with GST No	GST Registration Certificate.

Similar works shall mean: Similar Work means civil maintenance works including structural repair, water proofing & painting work etc. in office / organization / residential complex / Institutions during last seven (7) years i.e. up to 31.01.2023.



SECTION: E

TERMS & CONDITIONS

E.1 General Terms & Conditions

Bank of Baroda proposes to carry out external/internal repair works of Bank's residential quarters – SIDDHARTH, A WING. 21, L.J. MEHTA MARG, NAPEANSEA ROAD, MUMBAI - 400 006. Prospective bidders are invited to quote for the same as per the BOQ. Tender shall be complete in all respect.

E.2 Earnest Money Deposit (EMD)

Earnest Money Deposit of Rs.57,000/- (Rupees Fifty Seven Thousand only) has to be submitted through NEFT/RTGS on details under Section B.4. The Earnest Money Deposit of unsuccessful bidders will be refunded on acceptance of the work order by the successful bidder. **Earnest Money Deposit shall not carry any interest.** The EMD of successful bidder will be adjusted while settling the final bill.

The Earnest Money Deposit will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank
- The selected bidder withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this Tender.
- The bidder violates any of the provisions of the terms and conditions of this tender specification

Bidder shall Upload the NEFT/RTGS/Transfer/Deposit receipt. Please note that firms/agencies claiming exemption from submission of EMD under any statutory authority/law (eg. NSIC etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall ensure to submit copy of valid Registration Certificate duly signed and stamped in a separate cover (in lieu of the EMD).

E.3 Initial Security Deposit(ISD) and Retention Money(RM)

Initial Security Deposit: 2% of contract amount including EMD.

The successful bidder(s) shall be responsible to deposit Initial security deposit @ 2% of the Total Contract Value including EMD at our office by way of demand draft/RTGS/NEFT in favour of Bank of Baroda, payable at Mumbai within 15 days from the date of letter of intent (LOI)/Purchase order. Thus, the contractor has to submit the difference amount only after adjusting EMD.



Retention Money (RM): Apart from the EMD & Initial Security Deposit to be deposited by the successful bidder as aforesaid, additional Retention Money shall be deducted @8% value of each interim running bills, provided that the total Security Deposit i.e. the Initial Security Deposit amount + the Retention amount shall together not exceed 5% of the Contract price as determined after considering all variations as approved.

50% of the total security deposit will be refunded to the contractor on completion subject to the following:

- Issue of Virtual Completion Certificate by the Architect/Bank.
- Contractor's removal of his materials, equipment, labour force, temporary sheds / stores etc. from the site

Balance 50% shall be released within 15 days of completion of Defect Liability Period. Bank Guarantee in lieu of Security Deposit is also acceptable.

E.4 Performance Bank Guarantee:

The selected bidder has to provide an unconditional and irrevocable Performance Bank Guarantee of 3% of the contract value from a Scheduled Bank in India towards due performance of the contract in accordance with the specifications, terms and conditions of Tender document, within 15 days from the date of letter of intent (LOI)/Purchase order. The Performance Bank Guarantee shall be kept valid three months, beyond the defect liability period (i.e. total for 15 months). However, same shall be amended if any during the course of time.

E.5 Place of Order

Order will be placed by Facilities Management Deptt, Corporate Office Mumbai & Payment will also be released by our office on production of following documents.

- A. Original copy of Invoice.
- B. Original copy of Delivery Challan.
- C. Verification of the work by the Architect.
- D. Factory Test Report of the material used at Site & acceptance from Bank.
- E. Material gate pass copy with quantity.
- F. Bidders shall make necessary arrangements for road permit etc, if any.

E.6 Validity Period of the Offer

The offer shall remain valid for -90- days from the date of opening of Price Bid.

E.7 Authorized Signatory

The selected Bidder shall submit, at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.



The selected Bidder shall indicate the authorized signatory/ies who can discuss and correspond with the bank, with regard to the obligations under the contract.

E.8 Bank of Baroda reserves the right to

- Reject any or all responses received in response to the Tender
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- Cancel the selection process as per Tender at any stage, without assigning any reason whatsoever
- Alter the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

E.9 Cancellation of contract and compensation

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank in the following circumstances:

- A. The selected Bidder commits a breach of any of the terms and conditions of the Tender/contract.
- B. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- C. The progress regarding execution of the contract made by the selected Bidder is found to be unsatisfactory.
- D. If the work is delayed by more than -3- weeks from the date of completion.
- E. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions of contract, The Bank would provide 30 days' notice to rectify any breach/ unsatisfactory progress.

E.10 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Bank of Baroda until execution of a contractual agreement.

E.11 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing status etc will be a disqualification.

E.12 Arbitration

In the event of a dispute or difference of any nature whatsoever between Bank and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by Sole Arbitrator appointed by Bank. The place of arbitral proceedings shall be at Mumbai. The provisions of Indian Arbitration Act & Conciliation Act 1996 with the revisions thereof shall apply to the arbitration proceeding.



E.13 Indemnity

The Bidder shall indemnify and keep indemnified, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. by the Bidder. The Bidder shall always remain liable to the Bank for any losses suffered by the Bank due to any technical error and negligence or fault on the part of the Bidder. The bidder shall execute an indemnity in favor of Bank on adequate non judicial paper as per Bank's satisfaction.

E.14 No Commitment to Accept Lowest or Any Tender

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.

The Bank reserves the right to make any changes in the terms and condition of the Tender.

The Bank will not be obliged to meet and have discussions with any bidder and/or to listen to any representations.

E.15 Subcontracting

The vendor will not subcontract or permit anyone other than the company personnel to perform any of the work, services or other performance required of the company under this Agreement without the prior written consent of the Bank.

E.16 Completion Period

The total work shall be completed in all respect within **90 Days** from the date of Acceptance of work order.

E.17 Payment Terms

No advance payment shall be made to the Contractor.

Interim Bill

(a) The Contractor shall be paid by the Employer from time to time by installments under Interim Certificate to be issued by the Architect/Employer to the Contractor on account of the works executed when in the opinion of the Architect/Employer, work to the approximate value of ₹ 15 Lakhs (at the sole discretion of the Architect/Employer) has been executed in accordance with this contract, subject to a retention of the percentage of such value named hereto as 'Retention Percentage for Interim Certificates' until the total amount retained shall reach the sum named in the Appendix to form of tender as 'Security



Deposit'. Interim bill shall be released within 15 days from the receipt of certificate from the Architect.

b) The contractor shall generally be paid one Interim bill in a month satisfying the minimum value of work, which shall include work done and secured advance against material. If in the opinion of the Architect/Employer the progress of the work warrants a second payment in a month, the same shall be so arranged by the Employer.

c) After submission of bill along with complete information, vouchers, etc. to the satisfaction of the Architect/Employer and after making necessary deductions toward Income Tax, and other recoveries deductible at source, the bill will be paid after measurement and certification by the Architect.

E.18 Liquidated Damages

Bidder will have to pay liquidated damages (LD) to Bank of Baroda @ 1% of the contract value inclusive of all taxes, duties, levies etc., per week for delay ***beyond due date of completion***, to a maximum of 10% of the contract value. If delay exceeds three weeks from due date of completion, Bank of Baroda reserves the right to cancel the entire order.

If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract as a whole or to accept performance already made by the bidder and get the remaining Contract performed by another contractor. All expenses incurred by the Bank in calling fresh bids will be borne by the bidder subject to a maximum of 5 % of contract value as Liquidated Damages for non-performance.

E.19 Limitation of Liability

Vendor's aggregate liability in connection with obligations undertaken as part of the RFP/TENDER regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the Total Contract Value of the Transaction. Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or third party claims or breach of confidentiality obligations, shall be unlimited. It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the services provided/ product procured in this RFP/TENDER) against Bidder. Under no circumstances can there be multiple claims by any Party for the same event giving rise to liability. "Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person. "Gross Negligence" means an indifference



to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

E.20 Force Majeure

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control like riots, civil commotion, war, lightning ,earthquake, flood, fire, strike etc. then the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

E.21 Termination for Default/Insolvency/ Convenience

The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

(a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

Or

(b) If the Vendor fails to perform any other obligation(s) under the Contract. In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

Bank, by written notice of one month sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent



to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

E.22 Defect Liability Period

Defect Liability Period shall be 12 months from the date of completion of work. However, the warranty period for any Water Proofing works shall be for a period of -10- years.

The Contractor shall make good at his own cost and to the satisfaction of the Bank's Engineer/Architect, all defects or other faults and all damages, loss and expenses consequent thereon or incidental thereto, and such damage, loss and expenses shall be recoverable from the contractor by the Employer or may be deducted by the Employer from any money due or that becomes due to the Contractor.

- In these conditions, the expression "Period of Defects Liability" shall mean the period of Defects Liability as above, calculated from the date of completion of the Works/completion of acceptance test (Virtual Completion Certificate) issued by the Architect/Bank. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature. The vendor will warrant all the materials against defects arising out of faulty design, materials and workmanship etc. for a period of 12 months from the date of acceptance of the work. The vendor will provide support for all the materials during the defect liability period.
- The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
- Bank shall promptly notify the Vendor in writing of any claims arising under this period.
Upon receipt of such notice the Vendor shall with all reasonable speed, repair or replace the defective products or part thereof without cost to the Bank.
- Vendor shall repair/redo any defective work and all consumables at no extra cost to the Bank.
- It is expected that critical materials are stored and available at the Bidder's office/local factory storage.

E.23 Execution of SLA/NDA

The Bidder shall execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and (b) Non-disclosure Agreement. The value of stamp duty (as per state govt. guidelines) on which the Agreements will be executed will be informed to the L-1 bidder and the



same amount shall be borne by the L-1 bidder.

The selected Bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Letter of Appointment. The contract shall be executed by the authorized signatory of the selected Bidder. A power of attorney to that effect shall be submitted by the successful bidders.

The format for agreement shall be provided and approved by Bank.

E.24 Tenderer to Visit Site & Sufficiency of Tender

Each Tenderer must, before submitting his tender, visit the site of works so as to ascertain the physical site conditions and prices, availability and quality of materials according to Specifications before submitting the bid.

The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the form and nature of the site, the quantities and nature of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his 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 of the rates and prices quoted in the Schedule of work/items/quantities or in Bills of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works.

No extra charges consequent on any misunderstanding or otherwise shall be allowed.

E.25 Materials & Works

For all supplies/consumables, the names of manufacturers/brands have to be as per approved makes provided by the Architect or Bank/in the tender. All materials will be of tested quality and as per relevant Indian Standards

If the Bank supplies any materials, the Contractor must satisfy himself that the same conform to the Specifications. If the Contractor has any complaint, about the said materials, or the quality thereof the Contractor before using the said materials should inform in writing all their objections to the Bank. Should the Contractor fail to do so, he will be deemed to have satisfied himself as to the quality and the suitability of the said materials for being used in the Contract works and the Contractor will be in the same position as if the Contractor himself had purchased the said materials.

All materials and workmanship shall, be of the respective kinds specified in the Schedule of Quantities and /or specifications and in accordance with the Architect



instructions and / or any test of all materials, which the contract provides for, and Architect may require. Further, the contractor shall upon the request of Architect/Bank furnish all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out the test of any materials which the Architect may require.

E.26 Extra items / Deviations

The Contractor shall not commence work in respect of any extra items/deviations without obtaining the approval of the Architect/Bank in writing. The Contractor shall immediately submit the rate analysis for such item, with necessary details to support the rate quoted. The rate shall then be settled by the Architect/Bank and necessary certificate based on this shall be given to Bank while incorporating the item in the Interim Bills.

Claims for extra/deviated items shall be submitted in the as per specimen copies of Performa included in this tender document that indicate authority/order for such items.

Quantities in this tender are subject to any variation by way of addition, reduction or deletions of the items or quantities. No compensation whatsoever will be paid for such variations.

Should it be found from measurements taken in accordance with the clause on "Measurement of works" that any of the quantities or amounts of works thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and/or that any variation is made from the tender schedule of items by operating Additional items called "Extra Items" or "Substitute Items" in substitute on of some tendered items, the rate and valuation thereof, of such items unless previously or otherwise agreed upon, shall be made in accordance with the following rules: -

a) The net rate or prices in the original Tender shall determine the valuation of the extra quantities where extra quantities for any item are of similar character and executed under similar conditions as the work priced therein. In other words variation in quantities shall be measured and paid at quoted price only.

b) The net rate or prices in the original Tender shall determine the rate for the items altered, provided if omissions / additions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under (b) hereof.

c) For extra items/Substitute items where the description of items is different from that of any tendered item, the following method shall hold good.

d) Where the extra item works are not of similar character and/or executed under condition as aforesaid or where the omissions vary, the conditions under which



any remaining items of works are carried out or if the amount of any omission or additions relative to the amount or the whole of the Contract works or to be any part thereof shall be such that in the opinion of the Bank/Architect the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank/Architect shall fix such other rate or price as in the circumstances he shall think reasonable and proper on the basis of actual rate analysis cost of work involved.

The measurement and valuation in respect of the Contractor shall be completed within the "period of Final Measurement" or within three months of the completion of the Contract works as defined under Clause For "Certificate of Virtual Completion".

The Contractor shall submit the claims for Deviated items and Extra items as per Performa annexed hereto.

E.27 Measurement of Works

The Bank/Architect shall from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Architect's representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.

Should the Contractor omit to attend or neglect or omit to send such agent, then the measurements taken by the Bank/Architect or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements specified in the Contract documents and, where no mode is specified, as per the latest edition of relevant I.S. Codes.

A certain percentage of measurements will be checked/test checked by the Bank as the case may be for each trade, and for this the contractor has to render all necessary assistance and co-operation. The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require. All authorized extra works; omissions and all variations made without the Banks/Architect's knowledge, but if subsequently sanctioned by the Bank in writing, shall be included in such measurements.

The mode of measurement for this contract shall be on item rate basis and shall include all quantities specified in the Schedule of Quantities of this tender/contract. It shall be further deemed that all variations and deviations if specifically agreed to in writing shall also form part of this tender/ contract and shall be subject to measurements. All payments released to the Contractor shall be subject to verification of quantities on the basis of mode of measurements herein stated.



If the mode of measurement for any or all item is not specified in the contract, latest relevant IS. Code will prevail. The Contractor shall give due notice to the Bank/ Architect in writing whenever any work is to be concealed or made inaccessible, in order that the work may be inspected and correct measurements are recorded before such concealment, in default whereof the same shall be at the option of the Architect/Architect/ Bank to either open up for measurement at the Contractor's expense or no allowance shall be made for such work.

The Architect/Employer may from time to time intimate to the Contractor that he requires the works to be measured & the Contractor shall forthwith attend or send a qualified Representative to assist the Architect/Employer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such Representative, then the measurement taken by the Architect/Employer or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

The Architect/Employer shall take joint measurements with the contractor and the measurements shall be entered in the measurement book / sheet by the Architect/Employer's representative. The Contractor or his Representative may at the time of measurement take such notes and measurements as he may require.

All authorized extra works, omissions and all variations made without the Architect/Employer's knowledge, but subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

E.27 Project Management

The Tenderer shall, along with his bid/within acceptance of the bid, submit a schedule for completion of work, either in the form of a CPM Net Work or in the form of a bar chart, showing how he proposes to complete the works. This program shall be prepared in sufficient detail and shall indicate, among other things, the following details on a month-to -month basis (for each month).

- a) Quantum of work under each major item of work that would be carried out.
- b) Amount of resources that would be deployed (e.g. materials, skilled/unskilled labour, equipment etc.)
- c) Schedule of delivery of materials to site.
- d) Approximate value of work contemplated to be completed.
- e) Various milestones to be achieved.



This program suitably amended after discussions with the Bank/Architect shall become binding on the Contractor. However, during the execution of the project, should it become necessary, in the opinion of the Bank/Architect to reschedule some of the activities, the Contractor shall do so at no extra cost and/or without any other claim.

Acceptance of a bidder's tender does not necessarily imply acceptance of the schedule submitted and the Bank/Architect reserve the right to modify/amend this schedule to suit the overall project schedule which will be binding on the Contractor at no extra cost to the Bank.

E.28 Commencement of Work

Work shall be commenced within -1- week of receipt of Work Order.

E.29 Work at Night/Sunday/Holidays

Subject to any provision to the contrary contained in the Contract none of the permanent work shall save as herein provided be carried on during the night or on Holidays without the permission in writing of the Architect/Employer, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works in which case the Contractor shall immediately advise the Architect/Employer. Provided always that the provisions of this clause shall not be applicable in the case of any work, which becomes essential to carry out by rotary or double shifts in order to achieve the progress & quality of the part of the works being technically required / continued with the prior approval of the Architect/Employer.

All work at night shall be carried out without unreasonable noise and disturbance and with the approval of the Architect/Employer and in addition that of the local authority, if so applicable. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.

Also contractor shall provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No extra payments will be made for night work. Prior intimation and approval should also be taken from Bank/Architect.

E.30 Site Management

The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Specifications and Schedule of Quantities taken together whether the same may or may not be



particularly shown or described therein, provided that the same can reasonably be inferred wherefrom and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Specifications and Schedule of Quantities he shall immediately refer the same in writing to the Bank/Architect, who shall decide which shall be followed, and his decision shall be final and binding on all parties.

The Bank shall not charge the Contractor for his own un-rented ground but shall on no account be responsible for the expenses incurred by the Contractor for hired ground.

The Contractor shall provide and maintain all measuring and testing instruments at all times for properly carrying out the work and for the use of the Architect /Bank, including providing skilled attendants as required.

The Contractor shall supply, fix and maintain at his cost during the execution of any works, all the necessary equipment, materials and lighting required by night and as well as by day for proper execution of work. The contractor shall take down and remove any or all such unwanted waste materials, debris etc. as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things described during the execution of the works, to the satisfaction of the Architect/ Bank. The Contractor shall be allotted space / existing rooms on site subject to availability. The Contractor shall make his own arrangements to enclose, secure and guard the space allotted to him. Wherever there may be materials, which are likely to deteriorate by the action of the sun, rain or other elements, all such materials, tools etc shall be duly protected by the Tenderer from damage by weather or any other cause. All such stores and yards shall be cleared away and ground left in good and proper order, on completion of this Contract unless otherwise expressly mentioned herein.

The Contractor shall not be allowed to put up any hutment/temporary structure of accommodating his labour/staff. He shall be required to make these arrangements elsewhere at his own cost. However, if the rules of local authorities so permit and subject to the contractor arranging for such permission, some space at site which will not come in the way of the permanent construction, temporary construction facilities and offices may be provided to the contractor at the discretion of the Bank for essential/core staff engaged on emergency or essential services round the clock work with proper sanitary facilities.

The Contractor shall clear site of works as per the instructions of the Bank/Architect. The site of works shall be cleared of all men, materials, sheds, etc. belonging to the Contractor. The site shall be delivered in a clean and neat condition as required by the Bank/Architect within a period of one week after the job is completed. In case of failure by the Contractor, the Bank under advice of the Bank/Architect will have the right to get the site cleared at the risk and cost of the Contractor to the satisfaction of the Bank/Architect.



The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the Bank/Architect. Debris to be removed every 2 days. The Contractor shall also be required to keep all access roads to the site and within the site free from all obstructions, material droppings etc. to the satisfaction of the Architect and local authorities.

E.31 Staff Management

The Contractor shall furnish the Bank the following:

- a) Detailed industrial statistics regarding the labour employed by him, etc.
- b) The power of Attorney, name and signature of his authorized representative who will be in charge for the execution of the work.
- c) A list of technically qualified persons Employed by him for the execution of the work.
- d) The total quantity and quality of materials used for the work.

The Contractor shall on the request of the Architect/Architect/ Bank immediately dismiss from the works any person employed thereon who may, in the opinion of the Architect/Architect, be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the Architect/Architect/ Bank.

The Bank reserves the right to use the premises and any portion of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons, and the Contractor has to allow all reasonable facilities for the execution of such work, but is not required to provide any plant or material for the execution of such work, except by special arrangement with the Bank. Such work shall be carried out in such a manner as not to impede the progress of the works included in the Contract, and the contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

The Contractor shall appoint a Senior Engineer to the satisfaction of the Architect/Bank. The Architect/Bank shall be entitled to approve or disapprove without assigning reasons the appointment of such Engineer proposed by the Contractor. This condition shall be reckoned as being the essence of the contract and its breach shall make the Contract revocable at the option of the Bank. The Senior Engineer shall be assisted by a number of other Engineers and Supervisors in the respective disciplines as required for the smooth and satisfactory execution of the work, if required. The Engineer so appointed shall be available at all times when required by Architect/Bank to attend all site/office meetings to discuss all aspects of the Contract including design, administration, planning, fabrication, installation, commissioning, testing and defects liability



maintenance as well as site co-ordination with all contractors/Agencies. Following register to be maintained at site:

- Hindrance Register.
- Materials Account Register.
- Site Meeting Register.

E.32 Safety Management

The Contractor shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, however and wherever occurring on the works, to the Architect and Bank who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the Contractor under the Insurance Clause of the General Conditions.

Explosives shall not be used on the works by the contractor without the written permission of the Architect/Architect and then only in the manner and to the extent to which He has prescribed. When explosives are used, the same shall be stored in a special magazine to be provided by and at the cost of the contractor, who shall be liable for all damages, loss or injury for noncompliance with all the statutory obligations.

Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450mm and a maximum rise of 300mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal to 1 vertical). Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1m above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened to prevent it from swaying from the building or structure. Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4m. Above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m. Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into excavations. Safe



means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between said rails in rung ladder shall in no case be less than 290mm for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20mm. for each additional meter of length. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

OTHER SAFETY MEASURES:

All personnel of the Contractor working within the site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned. Workers employed on mixing asphalt materials, cement and lime mortar shall be provided footwear and protective goggles. Those engaged in white washing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles. Those engaged in welding works shall be provided with welder's protective eyesight lids. Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals. When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form.

E.33 Special Conditions of Contract

Tenderers shall go through all documents before quoting rates and provide for necessary cost as may be included in either bill or material or specifications. Tenderers shall be given prices in blank column Entries in English made in ink. Arrive also at the grand total must also fill in all "rates only columns" and sign all corrections. Tender shall be invalid unless all rates are filled in. No arbitrary



condition shall be submitted. Tenders shall be signed by all the legal partners of the firm. Each of the tender documents shall be signed by the Tenderer. The Tenderer whose tender is accepted shall be bound to enter in to the contract within 15 days of intimation from Bank. Work shall be done night and day without extra charge, if necessary.

Tenderer shall provide for stacking of materials in such a way as to facilitate rapid checking of quantities. Materials supplied by owner shall be used only in owner's work. Contractors shall pay any local charges relating to execution of work. Contractor shall allow for all wastages in the rates. Contractor shall arrange for all temporary connections. No extras shall be paid, quantity sheets and drawings both are to be considered jointly and Bank/Architect is the final authority for the interpretation. Site instruction shall be deemed for proper execution, and shall be carried out without extra charge. Order book with numbered pages shall be kept on site. Contractor shall carry out all instructions properly. Contractors shall insure whole work against fire and third party.

E.34 Contractor's Liability and Insurance

a) From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightening, explosion, fire, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation: For the purpose of this condition, the expression "from commencement to completion of works" shall mean the period starting with the date of issue of the work order or date of handing over of site whichever is later and ending with issue of Virtual completion Certificate. For the purpose of this Insurance clause only, handing over of site shall also include any handing over of space to the Contractor for the purpose of storage of materials and equipment.

b) Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, of the contract value against the risk of loss or damage from any cause

Whatsoever including the causes enumerated in the foregoing Clause (a). In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium for the insurance shall be borne and paid by the



Contractor. The said insurance shall also provide cover for the removal of debris of the lost or damaged works. The said insurance shall be in the joint names of the Bank and the Contractor, Bank's name being mentioned first in the policies and the Contractor shall deposit with the Bank the said policy or Policies before commencing the work. All money payable by the insurer under such Policy/Policies shall be recovered by the Bank only and may be paid to the Contractor or any other agency of Bank's choice in the instalments for the purpose of rebuilding or replacing or repairing the works and/or goods destroyed or damaged as the case may be.

c) The Contractor shall at all times indemnify and keep indemnified the Bank against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Bank's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Bank or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

d) Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor/sub-Contractor/nominated Sub-Contractor. For this purpose, insurance shall be taken by the Contractor /Sub-Contractor. Such insurance shall be taken to include employees/ workmen covered by the Workman's Compensation Act 1923, as well as those employees /workmen not covered by the said Act. Separate insurance policies may be taken for employees/work men covered by Workman's Compensation Act 1923, and employees/ workmen not covered by the said Act. All the premium shall be paid by the Contractor. Policy/Policies taken under this paragraph for the personnel in employment with the Contractor/Sub-Contractor may be in their Bank's names of the Contractor/Sub-Contractor/nominated Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor/Subcontractor/nominated Sub-Contractors, the Employee and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties including the Bank. The policy in original shall be deposited with the Bank. However, if the Policy obtained by the Contractor is not project-specific but covers several works, a certified copy of the Policy shall be submitted to the Bank, together with original which shall be returned after verification.

e) The Contractor shall at all times indemnify and keep indemnified the Bank against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Bank and the Architects and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the estimated value of the work, subject to the minimum sum of Rupees four Lac. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Bank within seven days of its issue by the insurer.

f) The Contractor shall provide the Bank with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the works are completed and handed over to Bank.

g) The Contractor shall ensure that similar insurance policies are taken out by his sub Contractors or nominated Contractors, if any. The Contractor shall be responsible to the Bank or to any other person for any claim or loss resulting from the failure of the Sub-contractors or nominated Sub-Contractors to obtain such insurance policy. While taking the insurance policies, Contractor should indicate clearly to the insurance companies that policies issued should cover their Sub-Contractors and nominated Sub-Contractors also.

h) If the Contractor and/or his sub-Contractor or nominated Sub Contractor, if any, shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Bank may, without being bound to effect and keep in force any such insurance policy and pay such

Premium, as may be necessary for that purpose from time to time and deduct the amount so paid by the Bank from any money due or becoming due to the Contractor recover the same as a debt due from the Contractor.

i) All Insurance Policies shall be obtained from nationalized Insurance Companies only.

j) Without prejudice to any of its obligations and responsibilities under this condition, the Contractor shall, within 30 days from the date of the Work Order and thereafter at the end of each quarter submit a report to the Bank the detailed information on the Insurance Policies together with relevant documentary



evidence.

k) No work shall be commenced by the Contractor unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Contractor unless and until such insurance is current and valid at that time. All the receipts in original along with two photocopies thereof, for the payment of the premium shall be furnished by the Contractor to the Bank. The original receipts will be returned to the Contractor after verification. The Bank reserves the right for payment for works done subject to fulfilment of this condition and shall instruct the Architect/Architect accordingly.

l) In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Contractor shall reinstate the installation, replace the materials or equipment's or pays compensations to the affected personnel/ Employees or their legal heirs without waiting for settlement of the claim from insurance company.

m) If the Contractor shall not perform and observe any of the duties and obligations devolving upon him hereunder, and such omission or breach by the Contractor shall involve the Bank in any liability tortuous or otherwise and/or loss or damage, the Bank shall be entitled to the restitution of such loss or damage and shall be entitled to recover the amount of restitution from any moneys due to the Contractor from the Bank under this Contract or any other Contract.

n) The Contractor shall ensure the validity of the insurance Policies. The Contractors shall hand over the insurance policies to the Bank through the Architect. Once delays are certified by the Architect, he shall have to ensure that the insurance Policies are progressively extended.

The contractor shall be responsible for all injury to persons, Neighbouring Properties, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-contractor's employees, whether such injury damage arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to the building and works forming the subject of this contract, by frost or other inclemency or whether. The Contractor shall indemnify the Bank from any such injury or damage to persons or property as aforesaid and also in any award of compensation or damages consequent upon such claims.

E.35 Technical Audit

a) The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.

b) The Bank shall have a right to cause a technical examination and audit of works and final bills of the contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the contractor under the contract, the contractor shall be liable to return the amount of over payment and it will be lawful for the Bank to recover the same from any sum or sums due to him and in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work, executed by him under the contract, the amount of such under payment shall be duly paid by the Bank.

E.36 Quality of Materials & Workmanship & Test

(i) Material

All materials and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the Architect/Employer's instructions and shall be subjected from time to time to such tests as the Architect/Employer may direct at the place of manufacture or fabrication or on the Site or at Government recognized / any approved testing laboratory

The Contractor shall upon the instruction of the Architect/Employer furnish him with documentation to prove that the materials and goods comply with the requirements of contract and for requirement stated above. The Architect/Employer may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the Contract. The Contractor shall provide such assistance instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or part of work before incorporation in the Works for testing as may be selected and required by the Architect/Employer.

(ii) Samples

All samples of adequate numbers, sizes, shades & pattern as per specification shall be supplied by the Contractor without any extra charge, if required. Apart from adhering to any special provision made in the specifications regarding submission of samples, the contractor shall provide to the Architect/Employer samples along with the detailed literature of all materials he proposes to use in the building irrespective of the fact that a specific make / material might have been stipulated at least before 15 days of their incorporation in work. If certain items



proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature / test certificate of the same shall be provided instead, to the satisfaction of the Architect/Employer. Before submitting the samples / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the samples / literature meet with the requirement of the specification. The Architect/Employer shall check the samples and give his comments and / or approval to the same. Only when the samples are approved in writing by the Architect/Employer, the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect/Employer for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.

For items of work where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.

The Architect/Employer shall communicate his comments / approval to the Contractor to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipments, etc. shall be to the account of the contractor. In this respect the decision of the Architect/Employer shall be final.

On delivery of the supplies of materials / equipment for permanent works at the site, the contractor shall specifically arrange to get the supply inspected by the Architect/Employer and compared with the approved sample and his specific approval obtained before using the same in the work.

E.37 Absence of Specification

If the specifications do not contain particulars of materials and works which are obviously necessary for the proper completion of the works, and the intention to include, which is inferred, all such materials and works shall be supplied and executed by the Contractor without extra charge. If the Contractor requires additional information, he shall request in writing well in advance to commencement of the particular work to the Architect/Employer who will issue such detailed information as necessary within a reasonable time. Generally, in absence of any specification BIS code, CPWD and PWD Specification shall be followed in order of preference.

E.38 Obtaining Information Related to Execution of Work

No claim by the contractor for additional payment will be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works, nor will any misunderstandings or the obtaining of incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.

E.39 Examination of Work Before Covering Up

No work shall be covered up or put out of view without the approval of the Architect/Employer and the Contractor shall afford full opportunity for the Architect/Employer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Architect/Employer of any such work or foundations is or are ready or about to be ready for examination and the Architect/Employer shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or for examining such foundations.

Uncovering and making openings: The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Bank's Architect/Employer/Architect may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Architect/Employer. If any such part or parts have been covered up or put out of view after compliance with the requirements of sub clause (i) of this Clause and are found to be executed in accordance with the contract the expenses of uncovering, making openings in or through reinstating and making good the same shall be borne by the Employer but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor.

E.40 Assignment

The whole of the works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the contract or any part / share thereof or any interest therein without the prior written consent of the Employer & no undertaking shall relieve the Contractor from the full & entire responsibility of the contract or from active superintendence of the works during their progress.

Work is to be Carried Out to the Satisfaction of Employer / Architect : The Contractor shall carry out all the works strictly in accordance with Drawings, detailed Specifications and instructions of the Architect/Employer. If in the opinion of the Employer or EIC changes have to be made in the works the Contractor shall



carry out the same, and payment, if any, arising out of these shall be made as per the terms of the contract.

Removal of Improper Work & Materials: The Architect/Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Architect/Employer are not in accordance with the Specifications or the instructions of the Architect/Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carryout the same, and all expenses consequent thereon, or incidental thereto, as certified by the Architect/Employer shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

Urgent Repairs: If by reason of any accident or failure or other event occurring to in or in connection with the Works, or any part thereof, either during the execution of the Works or during the Period of Defect Liability / Maintenance any remedial or other work or repair shall, in the opinion of the Architect/Employer / Employer or their representative be urgently necessary for security and safety of life or for the works or of adjoining property, and the Contractor is unable or unwilling at once to do such work or repair, the Employer may employ his own or other workmen do such work or repair, as the Architect/Employer / EIC or their representative may consider necessary. If the work or repair so done by the Employer which is in the opinion of the Architect/Employer, the Contractor was liable to do at his own expense under the Contract, all costs and charges incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any amount due or which may become due to the Contractor. Provided always that the Architect/Employer or the Architect/Employer's representative (as the case may be) shall, as soon after the occurrence of any such emergency, as may be reasonably practicable notify, the Contractor thereof in writing.

Default of Contractor in Compliance: If the Contractor after receipt of written notice from the Architect/Employer / EIC requiring compliance within ten days fails to comply with such further drawings and / or Architect/Employer's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer on the Certificate of the Architect/Employer as a debt or may be deducted by him from any moneys due to the Contractor.

E.41 Production of Vouchers, Etc.

The Contractor shall when required by the Employer / Architect produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Prime Cost items/all other items.

E.42 Variations

Any alteration, omission or variation ordered in writing by the Architect/Employer shall not vitiate this contract. In case the Architect/Employer / EIC think proper at any time during the progress of the works to make any alterations in, or additions to or omissions from, the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Employer shall give notice thereof in writing to the Contractor or shall confirm in writing within seven days of giving any such oral instructions. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, stipulations, Specification or Contract Drawings without the previous consent in writing of the Architect/Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Employer in accordance with the provisions as mentioned below hereof, and the same shall be added to or deducted from the Contract value, as the case may be.

Valuation of Variations: No claim for an extra shall be allowed unless it shall have been executed under authority of the Architect/Employer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- (a) Rates for all extra items, wherever possible, should be derived out of the accepted tender rates. The accepted net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- (b) Where the extra works are not of similar character and / or not executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Architect/Employer of the rate which he intends to charge for such items of work, supported by analysis of the rate or rates claimed and the Architect/Employer shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the verification of market rate.
- (c) It is further clarified that for all such authorized extra items where rates cannot be derived from accepted tender rates, the Contractors shall submit rates supported by rate analysis worked on the "market rate basis", for material including all taxes and delivery at site, labour, hire / running



charges of equipment and wastages etc. plus 20% towards establishment charges including water & electricity, contractor's overheads & profit, work contract tax, or like. **Taxes will be paid extra as per the prevailing statutory norms.** In case of variation in items of works, which are subcontracted to specialist agencies, specialist agencies' profit and overhead is deemed to be included in above stated 20%. **Items derived from market rates shall not be eligible for escalation.**

E.43 Fair Wages:

The Contractor shall pay the labourers engaged by him on the work not less than fair wage which expression shall mean, whether for time of piecework, the respective rates of wages fixed by the local authorities as fair wages for the area payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Employer, whichever may be higher.

The Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the Works, including any labour engaged by sub/contractors in connection with the said works as if the labourers had been directly employed by him.

Notices: The Contractor shall before he commences the work, display, and correctly maintain in a clean and legible condition at a conspicuous place on the Site, notices in English and in a language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Architect.

Record of wages etc.: The contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and as per the requirements of the Employer/Architect and the Conciliation Officer (central), Ministry of Labour Government of India, or such other authorized person appointed by the central or State Government and the same shall include the following particulars of each worker :

- a. Name, worker's number and grade;
- b. Rate of daily or monthly wage;
- c. Nature of work on which employed;
- d. Total number of days worked during each wage period;
- e. Total, amount payable for the work during each wage period; All deductions made from the wage with details in each case of the ground for which the deduction is made;
- f. Wage actually paid for each wage period.

- g. The Contractor shall provide a Wage Slip for each worker, employed on the Works.
- h. The Wage records and Wage Slips shall be preserved for at least 12 months after the last entry for Inspection of Wage Records.
- i. The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips to the Architect/Employer and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorized by him on his behalf.
- j. The Architect/Employer or any other person authorized by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clause. He shall also have the Power to investigate into any complaint regarding any default made by the Contractor or subcontractor in regard to such provision.
- k. No party shall be represented by a legal practitioner in any investigation or inquiry under this Clause, unless Architect/Employer agree otherwise.

E.44 PERSONAL SAFETY EQUIPMENTS

All necessary personal safety equipment as considered adequate by the site Architect/Employer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- Those engaged in welding works shall be provided with welder's protective eye sight lids.
- The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of such painting the following precautions should be taken:
 - No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.



- Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept 'ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:

These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.

Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding which or give signals to operator.

In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the. Conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

In case of departmental machines, the safe working load shall be notified by the site Architect/Employer. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Architect/Employer whenever he brings any machinery to site of work and get it verified by the Architect/Employer concerned.



Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulated mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Architect/Employers of the Department or their representatives.

Notwithstanding the above clause from (i) to (xviii), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

SECTION: F

COMPLIANCE

Bidders have to agree only the following terms & conditions.

Sr.	Description	Bidders Response
F.1	We confirm that we will abide by all terms and conditions mentioned in this RFP/TENDER Document.	Agree only
F.2	We confirm that we will abide by all the changes made in corrigendum/addendum.	Agree only
F.3	We confirm that we will abide by all the new clauses added in the corrigendum/addendum.	Agree only
F.4	We confirm that we have uploaded and attached electronically all the relevant documents required as per the provisions of the RFP/TENDER Document.	Agree only
F.5	We confirm that the Technical Bid and the Commercial Bid are submitted by us as per the provisions mentioned in the RFP/TENDER Document.	Agree only
F.6	We have made a complete review and careful examination of the terms of the RFP/TENDER Document and we hereby unconditionally and irrevocably accept, agree and acknowledge the terms mentioned thereof.	Agree only
F.7	We hereby confirm that we satisfy the entire eligibility criterion and Requirements conditions to execute the job as and wherever prescribed in the RFP/TENDER Document.	Agree only
F.8	Bank reserves the right for any addition/deletion/alteration of quantities to be supplied before/after awarding the work without any compensation.	Agree only
F.9	Bank reserves the right to verify / evaluate the claims independently made by us in this RFP/TENDER Document.	Agree only
F.10	Bank reserve the right to reject any tender without assigning any reason whatsoever and also does not bind it to accept the lowest or any specific tender. At the sole discretion and determination of the Bank, the Bank may add or alter any other criteria for evaluating the proposals received in response to this RFP/TENDER. The decision of our Bank in this regard will be final & binding.	Agree only
F.11	We confirm that we have noted the contents of the RFP/TENDER and have ensured that there is no deviation in filing our response to the RFP/TENDER and that the Bank will have the right to disqualify us in case of any such deviations.	Agree only
F.12	We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.	Agree only
F.13	We confirm that rates quoted in Bill of Quantities are exclusive of GST.	Agree only
F.14	We agree that we have not been blacklisted by any PSU Bank / IBA/RBI during the last five years. Self-Certified letter duly signed on our letterhead is attached.	Agree only

Proforma – 1

**a) LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 7 YEARS
COSTING ₹ 22.80/- LAKHS and ABOVE**

Sl no	Name of work/project with address	Name & full postal address of the owner. Specify whether Govt. undertaking along with name, address and contact numbers of – 2- persons (Engineers & top officials of the organisation)	Contract amount in with copy of work order and completion certificate from project in-charge)	Startin g date of Project	Date of Compl etion \of Project	Any other relevant information. If delayed, give reasons.	Enclose clients certificate for satisfactory completion	Nos of Floors
1	2	3	4	5	6	7	8	9

Notes:

1. Information has to be filled up specifically in this format. Please do not write remark “As indicated in Brochure”.
2. Date shall be reckoned from the date of advertisement of the notice in newspapers.
3. For certificates, the issuing authority shall not be less than an Engineer In-charge.

Proforma – 2

LIST OF IMPORTANT WORKS ON HAND COSTING ₹ 22.80/- lacs OF PROJECT COST & ABOVE.

Sr. No.	Name of work/project with address.	Name & full postal address of the owner. Specify whether Govt. under taking along with name, address and contact nos. of –2- persons (Engineers or top officials of the Owner organization)	Contract Amount with copy of Work Order & completion certificate from project incharge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant information.
1	2	3	4	5	6	7

Notes:-

- Information has to be filled up specifically in this format. Please do not write remark “As indicated in Brochure”.

Sign. & seal of the applicant

सुविधाएं प्रबंधन विभाग, बीसीसी, मुंबई
Facilities Management dept., BCC, Mumbai

Proforma-3 Details of key personnel employed.

S. No.	Particulars	Name and Designation	Age	Qualification	Experience	Nature of works handled	Name of the Projects handled costing over ₹22.80/- Lakhs & above	Date from which employed in your organization	Indicate details of experience for similar projects
1.									
2.									
3.									
4.									

Proforma-4

List of Major office Equipment/ infrastructure in possession of the firm

S.No.	Name of office equipment	No.	Utilization	Any other information if any
1				
2				
3				
4				
5				
6				

Sign. & seal of the applicant



FORM OF GUARANTEE FOR WATER PROOFING

Name of the Project :

Free Maintenance Guarantee- Waterproofing work

By _____(Contractor Name)_____

We hereby guarantee that the surfaces treated by us for waterproofing in the above work for M/s Bank of Baroda (Address) shall remain water tight (terrace, parapet wall, other areas etc), should however due to any unforeseen defect left out in the work carried out by us at the time of execution of the work, there be any leakage from any surface treated by us during the period of -10- (TEN) years from the date of virtual Completion of the work i.e. from _____ to _____, the same shall be rectified by us without any extra cost to the Bank.

However, we shall not be responsible in any way, if our work is tampered with or if the body of the structure is damaged due to sinking, cracking and or by any other act of God beyond our control.

Signature & Seal of the Contractor