

BANK OF BARODA



**TENDER FOR EXTERIOR PAINTING WORKS OF BANK'S
RESIDENTIAL FLATS AT BARODA ADITYA BUILDING, BKC,
MUMBAI.**

TECHNICAL BID

Last date of submission of application – 10.05.2019 up to 1500hrs

TECHNICAL BID (PART –I)

NAME OF WORK: - TENDER FOR EXTERIOR PAINTING WORKS OF BANK'S RESIDENTIAL FLATS AT BARODA ADITYA BUILDING, BKC, MUMBAI.

Bank of Baroda invites tender from experienced contractors for Tender for Exterior Painting works of Bank's Residential flats at Baroda Aditya Building, BKC, Mumbai. Tender form has to be downloaded from the Bank's website www.bankofbaroda.com (tender section). Application form available on website alone needs to be used. Tender forms will be available on the bank's website from 20/04/2019 till 10/05/2019 upto 1500 hrs.

The last date of submission is 10.05.2019 upto 1500 hrs.

Sealed tender shall be submitted in three separate envelopes consisting of the following:

1. Cover 1 - Part – I Technical Bid
2. Cover 2 - Earnest Money Deposit (EMD)
3. Cover 3 - Part – II Price Bid

Cover 1: Part – I, Technical Bid shall contain following documents

1. Technical bid accepting terms and conditions of the tender
2. Pre-qualification documents
 - i. Specified in Annexure A
 - ii. Proforma showing detail for having executed minimum

Contractors desirous to apply for said work shall fulfill the following:

Minimum pre-qualifying/short listing criterion:

1. They should have completed similar jobs* in last seven years (as on 31.03.2019) as per the following criteria (Proforma enclosed) :
 - a) **One** similar completed work costing not less than ₹ **24.00 Lacs**
OR
 - b) **Two** similar completed works, each costing not less than ₹ **15.00 Lacs**
OR
 - c) **Three** similar completed works, each costing not less than ₹ **12.00 lacs**

(*Similar Job means Painting/White Washing work in residential/commercial/institutional building etc.).

2. Average annual financial turnover of the firm during last 3 years, ending 31st March, 2018 should be at least ₹ **10.00 Lacs** (supported with Audited Balance Sheets).

Cover 2 : Shall contain interest free **Earnest Money Deposit** (EMD) amounting to ₹ 30,000/- (Rupees Thirty Thousand only) in the form of Demand Draft/Bankers Cheque in favour of Bank of Baroda payable at Mumbai.

Cover 3: Part – II - Price Bid shall contain following documents.

BOQ with rates without any condition duly signed and sealed by the bidder in all pages. Conditional offers shall be summarily rejected.

The bidder shall clearly write on **Cover - 1**: the words – “**Technical Bid - Cover 1 - TENDER FOR EXTERIOR PAINTING WORKS OF BANK’S RESIDENTIAL FLATS AT BARODA ADITYA BUILDING, BKC, MUMBAI.**”

On cover – 2: “**Cover 2 - EARNEST MONEY DEPOSIT FOR TENDER FOR EXTERIOR PAINTING WORKS OF BANK’S RESIDENTIAL FLATS AT BARODA ADITYA BUILDING, BKC, MUMBAI.**”

The bidder shall clearly write on **Cover - 3** the words - “**Price Bid - Cover 3 - TENDER FOR EXTERIOR PAINTING WORKS OF BANK’S RESIDENTIAL FLATS AT BARODA ADITYA BUILDING, BKC, MUMBAI.**”

Price Bid should contain BOQ with rates without any condition and sign & seal of the bidder at all pages.

The interest free Earnest Money Deposit (EMD) amounting to ₹ 30,000/- should be provided through Demand Draft/Bankers Cheque in favour of Bank of Baroda payable at Mumbai. The tender not accompanied with earnest money will be summarily rejected and their tender will not be opened.

Three items (i) Technical Bid, Cover-1 (ii) Earnest Money Deposit (EMD) instrument, Cover-2 and (iii) Price Bid, Cover-3 should be placed in another **single cover** and super scribed “**TENDER FOR EXTERIOR PAINTING WORKS OF BANK’S RESIDENTIAL FLATS AT BARODA ADITYA BUILDING, BKC, MUMBAI**” and submitted in the tender box kept at the following address:

**The General Manager & HEAD
(Facilities Management, COA & DMS)
Baroda Corporate Centre, 1st Floor
C – 26, G - Block,
Bandra Kurla Complex,
Bandra (East), Mumbai 400 051**

Validity of offer shall be 120 days from the date of opening of Price Bid.

The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reasons whatsoever.

No conditions will be entertained. Conditional offers shall be summarily rejected. Disputes, if any, will be subject to Mumbai jurisdiction only.

Tender documents downloaded from Bank’s website shall only be accepted.

In case of any clarification you may please contact following officials:

Mr. Narendra Hansdah, Senior Manager (Civil) – 022-66985118

Mr. Vishal Borkar, Manager(Electrical) – 022-66985779

All the pages of tender documents are to be stamped and signed by the tenderer.

Last date of receipt of tenders in the prescribed form is **10/05/2019 up to 1500hrs.** Tender covers I & II will be opened on **10/05/2019 at 1530 hrs.**

Date of opening of Price Bid Part-II shall be advised separately.

Tenderers desirous of visiting the site can do so on **26/04/2019** between **03:00 p.m to 05:30 p.m.** Bank's official shall be present at site on the said date. No further requests for site visit shall be entertained after this date.

Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

Seal & Signature of Tenderer

FORM OF TENDER (Part-I: Technical Bid)

To,
The General Manager & Head,
(FM, COA & DMS)
Bank of Baroda,
1st Floor,
Baroda Corporate Centre,
C-26, G-Block,
Bandra Kurla Complex,
Bandra East,
Mumbai-400051

Dear Sir,

Re: Tender for Exterior Painting works of Bank's Residential flats at Baroda Aditya Building, BKC, Mumbai.

Having examined the details/ specifications and schedule of quantities, and satisfying ourselves as to various conditions stated, I/we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities.

I/We herewith deposit ₹ 30,000/- (Rupees Thirty Thousand only) by Demand Draft / Banker's Cheque drawn in favour of Bank of Baroda payable at Mumbai as Earnest Money Deposit for the execution of the painting works at my/ our tendered rates together with any variations should the work be awarded to me / us.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/ We do hereby bind myself/ourselves to forfeit the aforesaid deposit of ₹ 30,000/- (Rupees Thirty Thousand Only) in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents.

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

I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. I/we further understand that Bank of Baroda may award Contracts to more than one Contractor and that I/ we shall make no claims whatsoever if Bank of Baroda accept only a part of my/ our tender. We unconditionally agree to Bank of Baroda's preconditions as stipulated in the tender documents.

Bank reserves the right to terminate our contract and forfeit the Earnest money deposit paid by us in addition to recovery of all the dues to the Bank from the payment receivable by us.

I/ we enclose demand draft/ banker's cheque /DD for ₹ 30,000/- towards Earnest Money deposit.

Any Commercial discloser in the Envelope No. 1 will disqualify me/ us without any further scrutiny.

I/we enclose herewith the completed tender documents duly signed in duplicate.

Yours truly,

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

Place:

Date

ANNEXURE A

PART I – TECHNICAL BID (Cover 1)

Mandatory information required for Prequalification of the bidder

Important:

1. Please type or handwrite in capital letters.
2. Attach copies of the supporting documents.
3. Please use addition sheets if required.

1	a) Name of the applicant / organization b) Address of the Registered Office c) Address of office at Mumbai. (With Phone Nos, Fax Nos & Email ID & Contact Person)	
2	Year of establishment	
3	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)	
4	Name & qualification of the Proprietor / Partners / Directors of the Organization / Firm a) b) c) Enclose certified copies of document as evidence	
5	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number. Enclose certified copies of document as evidence	
6	Whether registered with Government / Semi – Government / Municipal Authorities of any other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)	
7	a. No. of years of experience in the field and details of work in any other field. b. Whether ISO certified, furnish the details.	
8	Area of business activities other than construction, if any, and place of business.	
9	Registration of firm under Shop & Establishment Act 1948	
10	Address of Mumbai office through which the	

	proposed work of the Bank will be handled and the Name & Designation of officer-in-charge.	
11	(a) Yearly turnover of the organization during last 3 years (year wise) (Avg. turnover of last 3 years should not be less than ₹ 10.00 Lacs) and furnish audited balance sheet and Profit & Loss A/c (Audited) for the last –3- years. (b) Average turnover in 2015 – 2016 2016 – 2017 2017 – 2018	
12	Name & Address of Bankers (Solvency certificate from a Bank to be enclosed for indicating satisfactory financial capacity of the organization)	1. 2. 3.
13	Enclose copy of latest income tax clearance certificate.	
14	PAN No.	
15	GST No.	
16	Detailed description and value of works done (Proforma-1) and works on hand (Proforma-2)	
17	Empanelment with other Companies/PSUs	
18	Other infrastructural information to be used/ referred for this project (Proforma-4) List of available plants, machineries equipment's etc.	
19	Furnish the names of –3- responsible persons along with their designation, address, Tel.No. etc., for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	1. 2. 3.
20	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. Give name of court, place, and status of pending litigation.	Attach a separate sheet if required.
21	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.	

22	Have you been ever disqualified or levied penalty by the bank in past for non-fulfillment of the contractual obligations. If yes, please provide details.	
23	Have you in past carried out any works for Bank of Baroda or its subsidiaries? If yes, give details.	

NOTE: Attach extra sheets with Sr. No if the space found less.

(Please enclose this information in PART I (Technical Bid) of the Bid. Bid of agencies who are not furnishing above information will be summarily rejected).

PROFORMA – 1

LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 7 YEARS (Minimum Value of Work done not less than ₹ 12.00 lacs)

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

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 Executive In charge.

PROFORMA - 2

LIST OF IMPORTANT WORKS IN HAND (Minimum Value of Work done not less than ₹ 12.00 lacs)

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 nos. of –2- persons (Engineers or top officials of the organization)	Contract Amount (Rs.) (for PMC work only) with copy of Work Order & completion certificate from project in- charge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant Information.
1	2	3	4	5	6	7

Note:-

Information has to be filled up specifically in this format.

Please do not write remark “As indicated in Brochure”.

PROFORMA - 3

Details of Infrastructure in Office

Sr. No.	Items	Numbers	Details
1	Office Premises, Area, etc		
2	Fax M/c		
3	Telephones		
4	Other instruments		
5	Software used for planning.		
6	Reference books used		
7	Subscription to magazines,		
8	Any other information		

(Please enclose this information in the PART I (technical bid) of the bid. Bid of agencies who are not furnishing above information will be summarily rejected).

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



GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS:

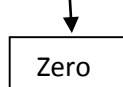
1. Sealed Tenders should be addressed to General Manager & Head(FM, COA & DMS), Bank of Baroda, Estate Management Department, C-26 G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 0051 and super scribed “**TENDER FOR EXTERIOR PAINTING WORKS OF BANK’S RESIDENTIAL FLATS AT BARODA ADITYA BUILDING, BKC, MUMBAI**” so as to reach not later than **1500 hrs. on 10/05/2019**.
- 2 (a) No tender will be received/accepted after **1500 hrs On 10/05/2019** under any circumstances whatsoever.
- 3 (a) Tenders will be opened at **1530 hrs on 10/05/2019** in the office of The General Manager & Head (FM, COA & DMS), Bank of Baroda, 1st floor, Baroda Corporate Center, C-26 G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 or any other office designated for this purpose by him in presence of tenderers or their authorized representatives should they choose to be present.
- 3 (b) The tenderer must use only the forms given by the bank to fill in the rates. (Any addition/alteration in the text of the tender form made by the tenderer shall not be valid.)
- 4 (a) The tender form must be filled in Hindi / English and all entries must be made by hand and written in ink. The rate and amount should be in figures and words. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
- 4 (b) Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender void at the Bank’s option. No advice of any change in rate or conditions after the opening of the tender will be entertained.
- 4 (c) Each of the Tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, Special Conditions etc., as laid down. Any tender with any of the documents not so signed will be rejected.
- 4 (d) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Bank.
5. The Bank of Baroda does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.
- 6 “Intending tenderers shall pay as Earnest Money Deposit a sum of ₹ 30,000/- (Rupees Thirty Thousand Only) by a demand draft / Banker’s Cheque in favour of Bank of Baroda at Mumbai. A tender not accompanied by earnest money deposit will not be considered. The earnest money will be refunded to the unsuccessful bidders, after identifying/awarding the work to the successful bidder, without any interest.



7. The Earnest Money Deposit of ₹ 30,000/- paid by the successful tenderer when he submitted his tender shall be held by the Bank of Baroda as security for the execution and due fulfillment of the contract. No interest shall be paid on the said deposit. EMD for the contractors registered with **MSME/NSIC/SSI** is waived off subject to submission of valid certificate from Govt. /Competent Authority.

Details of Bank Transfer:

NAME : BANK OF BARODA
BRANCH : BANEAS (BANDRA EAST)
BANK ACCOUNT No. : 29040400000418
A/C TYPE : O/D
IFSC CODE : BARB0BANEAS



8. On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract agreement within Fourteen days thereof, the successful tenderer shall sign the agreement in accordance with the draft agreement and the schedule of conditions but the written acceptance by the Bank of Baroda of a tender will constitute a binding contract between the Bank of Baroda and the person so tendering, whether such formal agreement is subsequently executed or not. The cost of necessary stamp paper for execution of the agreement shall be borne by successful tenderer.
- 9(a) **Initial Security Deposit** - In addition to the Earnest Money Deposit successful tenderer shall deposit amount equivalent to 2 % of accepted tender value (which shall include the EMD) as initial security deposit.
- 9(b) **Retention Amount:** Retention amount @8% of the gross bill amount shall be retained by the Bank from all the RA Bills subject to the limit of 5% of the Contract amount (including Variation as authorized by the Bank). 50 % of the Retention money shall be released on issue of virtual completion certificate and removal of materials, site clearance etc from site. Remaining 50% shall be released after the end of satisfactory completion of defects liability period from the date of completion of the work subject to rectified to the satisfaction
- 9© All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from his earnest money and security deposit if the amount so permits and the contractor shall, unless such deposit has become otherwise payable within ten days after such deductions make good in cash the amount so deducted.
- 10 The Contractor shall not assign the Contract to subcontractor. He shall not sublet any portion of the Contract except with the written consent of the Employer Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.



- 11 The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of Bank's Architect & Engineer. If in the opinion of the Bank Representative, changes have to be made in the design and with the prior approval in writing of the Bank Representative, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
- 12 A schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.
- 13 The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract, inspect the site of the work, acquaint himself with all local conditions, means of access of the work, nature of the work and all matters pertaining thereof.
- 14 The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, water, electric consumption, meters, double scaffolding, centering, boxing, staging, planking, timbering and pumping out water including bailing, fencing, hoarding, plant and equipment, storage sheds, watching and lighting, by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the public and safety of adjacent roads, streets . The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, Labour conditions, fluctuations or any conditions whatsoever. GST will be paid extra as applicable. No claims will be paid in respect of sales tax, excise duty, Octroi or other tax duty or levy by the Bank.
- 15 The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract.
16. Time allowed for carrying out the work as mentioned shall be strictly observed by the tenderer and it shall be reckoned from the tenth day after written order to commence the work is issued.

The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete all the work within the specified period he shall be liable to pay compensation of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work program which shall be approved by the Employer. Contractors shall be liable to pay Liquidated damages against delay of the work @ 1 % per week of delay of the estimated amount shown in the tender or contract amount



whichever is higher . Maximum liquidated damages shall be 10 % of the accepted contract sum (including addition for authorized increase, if any).

- 17 Tenders will be considered only from recognized contractors in trade concerned. Each tenderer shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost of the proportion of work done by the Contractor in it and the time within which the work were completed.
- 18 The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him.
- 19 The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by Bank.
20. The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Bank and also in compliance of the requirements of the local public authorities and no deviation on any account will be permitted.
- 21 The tenderer shall have to use materials of the makes/manufacturers specified in the list of material approved brand and/or manufacture contained in this tender form. In case the make is not mentioned, the decision of the Bank in respect of specifying the same shall be final and binding on the contractor.
- 22 The contractor shall strictly comply with the provision of safety code annexed hereto.
- 23 The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.

24 **CONTRACTOR TO INFORM HIMSELF FULLY:**

The contractor shall be deemed to have carefully examined the work and sited conditions including Labour, the general and special conditions, the specifications, schedules and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard he will be given necessary information available with the department but without any guarantee about its accuracy.

If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications or any other matter concerning the contract he shall in good time, before submitting tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified in writing before tendering. Once a tender is submitted the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.



I/We hereby declare that I/We have read and understood the above instructions for the guidance of tenderers.

Contractor's Signature.....

Address.....

.....

Date.....



Conditions of Contract

Materials & workmanship to confirm to description	All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's instructions, and the Contractor shall upon the request of the Bank furnish it with 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 any test of any materials which the Bank may require as per the testing schedule of tender.
Contractor's superintendence and representative on the works.	The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank may consider necessary until the expiry of the "Defects Liability Period" stated in the Appendix hereto.
Dismissal of workmen.	The Contractor shall on the request of the Bank immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank.
Access to works	The Employer, their respective representatives shall at all reasonable times have free access to the work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer.
Schedule of Quantities.	The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.
Sufficiency of Schedule of quantities	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 prices stated in the Schedule of Quantities, and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
Measurement of works	<p>The Bank may from time to time intimate to the Contractor and Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Bank.</p> <p>The Contractor Should not attend or neglect or omit to send such Agent then the measurement taken by the Bank shall be taken to be correct measurements of the works. Such measurements shall be</p>



taken in accordance with the Mode of Measurements detailed in the Specifications.

The Contractor or his Agency may at the time of measurement take such notes and measurements as he may require.

Unfixed materials when taken into account to be the property of the Employer.	Where in any Certificate (of which the Contractor has received payment), the Bank has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Bank. The Contractor shall be liable for any loss of, or damage to, such materials.
Defects after virtual completion.	Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within twelve months after the virtual completion of the works, arising in the opinion of the Bank from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer.
Certificate of virtual completion & defects liability period.	The works shall not be considered as completed until the Bank has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.
Other persons employed by Employer.	The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may be desire to have carried out by other persons, and the contractor shall allow all reasonable facilities for the execution of such work. but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such 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 occasioned by such work.
Insurance in respect to damages to	The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any



persons and property.

Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, inter alia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risk Policy for Insurance for the full amount of the contract including earthquake risk in the joint names of the employer and the contractor (the name of the former being placed first in the policy) against all risk as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.

The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.

The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works.

The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The contractor shall also indemnify the employer against all claim which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any



employee of the contractor or of Sub-Contractor and shall be at his own expense effect and maintain until the virtual completion of the contract, or with an Insurance Company, approved by the Employer, a policy of insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the contractor insuring as provided above, the employer may so insure and may deduct the premiums paid from any moneys due or which may become due to the contractor.

The contractor shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The contractor shall also indemnify and keep Indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.

Without prejudice to the other rights of the employer against contractors in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause.

The Contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the Insurer in respect of such damage shall be paid to the Contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein



Date of commencement and completion.	The Contractor shall be allowed admittance to the site on the “Date of Commencement” stated in the Appendix hereto, or such later date as may be specified by the Bank and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Bank may desire to delay) on or before the “Date of Completion” stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.
Damage for non-completion	If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time reasonably to have been completed the Contractor shall pay the Employer the sum named in the work order as “Liquidated Damages” for the period during which the said work shall so remain incomplete and the employer may deduct such damage from any moneys due to Contractor.
Delay and extension of time.	<p>If in the opinion of the Bank the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor’s own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer or the Bank and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Bank’s instructions or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (i) in the event, the value of work exceed the value of the priced schedule of quantities owing to variations the Bank may with previous approval in writing of the Employer make fair and reasonable extension of time for completion of the Contract Works. In case of such strike or lockout the Contractor shall immediately give written notice thereof to the Bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank to proceed with work.</p> <p>If the Contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reason beyond due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time Contractor shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of</p>



time as granted by the Employer (on receipt of the application from the contractor or even in absence of any such application) will qualify for exemption of imposition of liquidated damages.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the Contractor has applied or not, for the grant of extension of time for completion unless the Employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

Termination of
contract by The
Employer

If the Contractor being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator of such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

Or if the Contractor (when and individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor.

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.

Further contractors may also be barred from tendering in future for the Bank and its subsidiaries in case of serious breach of contract.

Certificates and
payments

The Contractor shall be paid by the Employer from time to time by installments under Interim Certificates to be issued by the Bank to the Contractor on account of the works executed when in the opinion of the Bank found complete.



Settlement of disputes by arbitration.

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of the work and whether before or within 12 months of determination abandonment or breach of the contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto and settled by the Bank.

The Arbitrator shall have power to open up, review and revise any Certificate, opinion, decision requisition or notice, save in regard to the excepted matters, referred to in the preceding Clause and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The Arbitrator shall make his award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration, the reference to arbitration and the appointment of the Arbitrator shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof; with the Arbitrator or the Arbitrators as the case may be.

The submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1996 or any statutory modification thereof.

It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators as the case may be, is given.

Right of Technical Scrutiny of Bills/Final Bill.

The Employer shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the employer and the final bill of the Contractor including all supporting vouchers, abstracts, etc. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Employer to recover the sum from any payment due to the Contractor for this works or any other works being carried out by the contractors elsewhere under the BANK OF BARODA.



Employer entitled to recover compensation paid to workmen.	If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.
Return of surplus materials	Notwithstanding anything to the contrary contained in any or all the clause of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or licenses issued by Government, the Contractor shall held the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the mutually agreed price. Price is inclusive of sales tax, octroi and other such levies paid by Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permit and or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.
Right of Employer to terminate contract in the event of death of contractor if individual.	Without prejudice to any of the rights or remedies under this contract, if the Contractor, being an individual, dies, the Employer shall have the option of termination the contract without incurring any liability for such termination.



APPENDIX -I		
1.	Nature of Work	TENDER FOR EXTERIOR PAINTING WORKS OF BANK'S RESIDENTIAL FLATS AT BARODA ADITYA BUILDING, BKC, MUMBAI
2.	Date of Issue of Tender	20/04/2019
3.	Last date of submission of tender	10/05/2019 @ 1500 hrs
4.	Earnest Money Deposit (EMD)	₹ 30,000/- by Demand Draft / Banker's Cheque in favour of Bank of Baroda and payable at Mumbai
5.	Date of Commencement of work on site	Within 7 days after issue of work order
6.	Completion Period	Within 45 Days after issue of work order
7.	Initial Security Deposit (ISD)	2% of contract value to be submitted within 14 days of work order.
8.	Retention Money	<i>8% of the gross value of each interim bill subject to ceiling of 5 % of the contract amount (including authorized items) including the Initial security deposit. 50 % of the Retention money shall be released on issue of virtual completion certificate and removal of materials, site clearance etc from site. Remaining 50% shall be released 14 days after the end of satisfactory completion of defects liability period.</i>
9.	Defects Liability Period (DLP)	12 months after date of virtual completion.
10.	Liquidated Damages for Delay	@ 1% of the contract amount per week subject to a ceiling of 10 % of contract value (including authorized additions).
11.	Frequency of Interim Bills	25 working days
12.	Value of Interim Bill(R A Bill)	Minimum amount ₹ 10 lacs
13.	Period of honoring Interim Certificate	7 days from date of receipt of the Bill
14.	Period of honoring the final Bill	Within 15 days from the receipt of final bill



LIST OF APPROVED MAKES:

1. ACRYLIC EXTERIOR PAINT, ENAMEL PAINT: - ASIAN, NEROLAC, BERGER.
2. ENAMEL PAINT: - ASIAN, NEROLAC, BERGER.

Note :

- (i) All materials should be purchased from Manufacturers/ authorized dealer and Bank may directly instruct the quality control team of the companies to visit the site to examine the genuineness of materials.
- (ii) Material not specified above may be procured as directed by the Bank .



TERMS AND CONDITIONS

1. The work has to be performed in consultation with the Bank's officials/Engineer.
2. The rates quoted by the bidder to be excluding of GST.
3. Contractor should note that, all the flats are occupied by the Bank's employees only. The work should be carried out by the contractor as per the availability of occupant.
4. Contractor should note that during the execution of work, all the articles, furniture, fixtures etc. covered with tarpaulin/sheet properly if required and no additional charges will be paid extra against the same.
5. Normal working hours shall be morning 8:00 am till 8:00 pm in the evening.
6. Tenderer shall provide for stacking of materials in such a way as to facilitate rapid checking of quantities. The same shall not cause hindrance/disturbance to the residents of the flats.
7. All material shall be got approved from Bank's Engineer in charge.
8. Bank reserves the right for any addition/deletion/alteration of materials/specification before/after awarding the work without any compensation.
9. You are required to abide by the Minimum Wage Act, Labour Laws/Bye-laws, Shops & Establishment Act etc. of the State Government/Statutory bodies.
10. All necessary permit/license from local authority etc., if required, for the relevant work, has to be arranged by the Contractor.
11. It is the responsibility of the contractor to arrange for insurance cover for their work force.
12. If the work or its progress is found unsatisfactory by us or by our engineers/consultants at any point of the work-in-progress, Bank is entitled to suspend the work or withdraw the work order from you and get the balance work completed at your risk and cost by any other contractor particularly in case of the following defaults from your side:
 - Delay in providing material, equipment, accessories etc.
 - Delay in execution of work.
 - Refusal to meet the specification (quality and brand of material etc.) and workmanship.
13. You are advised to carry out the work without causing inconvenience to the occupants in the building.
14. Work has to be completed within a specified period of -45- days from the date of awarding the work order.
15. No advance will be paid by the Bank.



16. On satisfactory completion of the work and after submitting bill with detailed measurement sheet to this office, you will be paid as per certified quantity and approved tender/ final rate.
17. The Bank's Engineer will verify the specifications. On observation of deviation from the specifications Bank may cancel the work order and assign the same to other contractor or deduct the amount from the bill.
18. Payment shall be made solely as per the actual area of existing surface. No increased factors due to surface condition will be considered. Bidder shall visit site and satisfy them regarding surface condition & area.
19. Bank will deduct TDS, other applicable taxes/Surcharge/Cesses etc shall be as per norms.
20. Bank reserves the right to accept or reject any / all the offers without giving any reasons thereof.
21. Other terms and conditions as per Bank's norms / IBA Terms & Conditions will be applicable.
22. Bank have right to award the work to more than one contractors.
23. Tenderer should sign and stamp on all the pages.

Signature and Seal of Tenderer



TECHNICAL DETAILS OF WORK TO BE CARRIED OUT

Prior to the commencement of the painting work, the following minor civil works (repairs) shall be carried out. The civil work consists of filling up the gaps between the fins, and the gaps between the window frame grill and wall (wherever observed), with a suitable cement mortar aggregate, so as to present a uniform finished surface for carrying out the painting.

The work shall be carried out as detailed in the following manner:

Step 1 : All surface cracks shall be filled up using ordinary crack filling powder for minor cracks, and suitable waterproofing compound for bigger cracks.

Step 2 : The complete surface shall be sanded thoroughly and all dust, grease, and flakes removed (surface cleaning).

Step 3 : One coat of Silicon Based Primer shall be applied.

Step 4: TWO coats of High Performance Premier Exterior Acrylic Silicon Based Paint having, anti-fungal, damp-resistant.

Suitable time shall be provided between each step as instructed by the Employer / Consultant.

For all metallic surfaces such as grills, gates, etc., the work shall be carried out as follows:

Step 1 : The surface to be painted shall be first treated so as to be free of grease and rust by suitable treatment such as sanding with Emery paper, etc.

Step 2 : In case of minor dents or surface imperfections, suitable paste-filler shall be used to rectify the surface so as to give an unblemished look.

MODE OF MEASUREMENTS:

Payment shall be made solely as per the actual area of existing surface. No incremental factors due to surface condition will be considered. Bidder shall visit site and satisfy themselves regarding surface condition & area.

SPECIFICATION:

A) Painting, Varnishing and Rendering

General

i. Materials :

All materials shall be the best of their kind and of approved manufacture for each item. Painting materials such as shellac, thinner, oils, driers, rollers, brushes, etc. shall be of the best approved quality and type. If for any reason, thinning is necessary in case of ready mixed paint, the brand of thinner recommended by the manufacturer or as instructed by Bank shall be used.

ii. Sealed Containers :

Approved paints, oils or varnishes shall be brought to the site of work by the Contractor in their original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least fortnight's work. The empty containers shall not be removed from the site of work, till the relevant item of work has been completed and permission obtained from Engineer.



iii. Storage:

All materials shall be stored in a neat and orderly fashion in one single clean space. Care shall be taken to maintain this place as clean and dust-free as possible.

iv. Specialized Workmen:

All work shall be done by the specialized skilled workmen experienced in the trade.

v. Work as per Manufacturer's Instructions:

All work shall be done strictly as per this specification and manufacturer's printed instructions. In case these specifications differ in any way from manufacturer's instructions, the latter shall apply.

vi. Finished Surface to Satisfaction:

All finished surface shall be required texture (smooth, rough or any other) and of even shade to the satisfaction of Bank/ Engineer In-charge.

vii. Protection:

All work done shall be thoroughly protected from damage at all times by suitable methods approved by Engineer In-charge/Bank. All other adjacent work or materials not received the finish at that time shall also be thoroughly protected by suitable canvas or paper covering or by other approved method.

viii. Damages to be made good:

Any damage or disfigurement of other works shall be immediately made good. All paint and varnish spots and other stains shall be thoroughly and carefully removed from all floors, doors, windows, fittings, furniture, glass, hardware and all other surfaces required, by approved paint removers and the places left clean and tidy to the satisfaction of Engineer In – charge/Bank.

ix. Intimation before Starting:

No work under this section shall start without approval from Engineer In-charge/Bank.

x. Samples:

Before starting work under this section large size samples of all work shall be prepared by the Contractor for approval. Only after specific approval has been given to the samples, work shall commence. The actual work done shall be done as per the approved samples.

xi. Preparation:

All surfaces to be finished shall be thoroughly brushed and cleaned of mortar drops, dust, dirt, fungi, rust, mill-scale, efflorescence and all other extraneous material. All loose places and scales shall be removed by scrapping. Surfaces shall be thoroughly, sand-papered to a smooth finish. Further preparation work shall be done as specified under different types of finishes. Before starting painting all floors shall be washed clean and wiped dry.



Bank of Baroda

Baroda Corporate Centre, Mumbai

BANK OF BARODA



**“TENDER FOR EXTERIOR PAINTING WORKS OF BANK’S
RESIDENTIAL FLATS AT BARODA ADITYA BUILDING, BKC,
MUMBAI”**

PRICE BID

Last date of submission of application – 10.05.2019 upto 15:00 hrs.



Price Bid Part - A

Sr. No.	Description	Unit	Qty.	Rate (₹)	Amount (₹)
1.	Providing and applying 2 coats of 1 st quality of protective (weather proof/water proof) exterior acrylic paint of approved make and manufacture and required shade, including scraping of old paint, filling of all cracks with approved putty, cleaning of surface with one base coat as per manufacture specification etc. and direction of the Bank's official/Engineer. Rates are inclusive of cost of scaffolding etc.	Sqft	80000.00		
2.	Applying two coats of synthetic enamel paint, having VOC (Volatile Organic Compound) content less than 150 gms/litre complete of approved make in any shades and color as approved by Bank/EIC including scraping, cleaning with polish paper and preparation of the surface, application of two priming coats of ready mixed red oxide zinc chromatic on steel/iron work having VOC content less than 250 gms/liter with all labor and material etc.	Sqft	3500.00		
	Total				
In Words ()					

(GST shall be paid as extra as applicable)

Note: Quantities mentioned above are tentative and may vary as per actual requirement.

Seal & Signature of Tenderer

(Selection of bidder shall be done on the basis of total amount quoted.)