

# BANK OF BARODA

## KOLKATA METRO II REGIONAL OFFICE

1<sup>ST</sup> Floor, 59A Chowringhee Road,  
Avani Heights, Kolkata – 700 020, India



## TENDER DOCUMENT FOR

Refurbishment of Office space at  
Behala Tram Depot Branch, Kolkata

LAST DATE OF SUBMISSION : **12.09.2023 at 03.00 PM**

CONTACT DETAILS : Facilities Management Department  
Kolkata Metro II Regional Office  
Bank of Baroda

## Bank of Baroda

### Kolkata Metro II Regional Office

Bank of Baroda invites sealed Tenders in Two-bid system from experienced Contractors for Refurbishment (Composite Work) of Office space at Behala Tram Depot, Kolkata, which includes Plumbing, Carpentry, Furnishing, Electrical, LAN Cabling and associated works in accordance with Bank's General Conditions of Contract, Special Terms & Conditions of Contract & Particular Terms & Conditions of Contract, Standard specifications, Extent of Work, Special Instructions to Bidders as appended on the subsequent page & Annexures.

- a) Name of work **Refurbishment (Composite Work) of Office space at Behala Tram Depot Branch, Kolkata having address: 437 A, Diamond Harbour Road, Kolkata- 700034**
- b) Time of Completion **45 days**
- c) Earnest Money **Rs.19,000/-** (Rupees Nineteen thousand only) by crossed Demand Draft/ Pay Order payable at Kolkata and drawn in favour of Bank of Baroda to be submitted with the Bid.
- (Tender without earnest money in proper form will be rejected)**
- d) Retention money 5% of total certified bill amount
- e) Release of Retention Retention money will be released after Defect Liability Period of 1 (One) year from the date of payment of the final bill after adjusting all dues, if any, from the contractor.
- f) Availability of Tender Document Tender form has to be downloaded from the Bank's website [www.bankofbaroda.co.in](http://www.bankofbaroda.co.in) (tender section). Application form available on website alone needs to be used. Tender forms will be available on Bank's website from 21/08/2023 till 12/09/2023 upto 3:00 p.m.
- g) Date of Commencement Either one week from the date of acceptance of work order or the day on which contractor is instructed to take possession of the site, whichever is later.
- h) Time and date of Submission of tender Upto **03.00 P.M. on 12.09. 2023**
- i) Time and date of Opening of Technical Bid At **04.00 P.M. on 12.09.2023**
- j) Venue of Opening Tenders Bank of Baroda Regional office, Kolkata Metro II Region, 1ST Floor, 59A Chowringhee Road, Avani Heights, Kolkata – 700 020, India
- k) Tender to be addressed and submitted to The Regional Manager, Bank of Baroda, Regional office Kolkata Metro II Region 1<sup>ST</sup> Floor, 59A Chowringhee Road, Avani Heights, Kolkata – 700020, India
- l) Clarification, if any to be obtained from M/s Sthapati, 126/3, Block- DL, Salt Lake, Kolkata-700 091

- m) Validity of Tenders 6 (Six) calendar months from the last date of submission of Tender.
- n) Defects liability period 12 (twelve) months from the date of payment of the final bill.
- o) Taxes **GST at applicable rate shall be paid as extra.**
- p) Delay in submission Delay in submission of Tender arising due to postal or any other irregularities at any stage will not be considered. The Bank will not be responsible for any damage in transit in case of postal delivery / delivery through courier service.

q) All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

r) The acceptance of tender will rest with Bank of Baroda which does not bind itself to accept the lowest or any tender and reserves to itself the right to reject any or all the tenders received without assigning any reason/s thereof.

s) In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day.

**t) Conditional Tenders will be summarily rejected.**

**Retention money:** The Retention percentage (i. e. deduction for interim bill) shall be 5% of the gross value of each interim bills. The Retention Money will be released after 1(one) year (Defect Liability Period) from the date of payment of the final bill provided the contractor has satisfactorily carried out all the works and attended to all defects in accordance with the conditions of the contract, including site clearance.

Defects liability period shall be as per memorandum. It must be realized that this period is for exposure of "Latent Defects". The DLP commences from the date of payment of the final bill for a period of 12 months.

After opening the envelope containing the offer on the standardized conditions and opening of the priced tender, no correspondence will be entertained.

Prior to opening of Financial Bid, Bank of Baroda/ Deputed Architect, at their discretion may inspect the on - going/completed works of the Contractors as well as obtain confidential report from the concerned employers. The bids of tenders who do not fulfil the above criteria will summarily be rejected. The Bank also reserves to itself the right of accepting the whole or any Part of the tender and the tenderers shall be bound to perform the same at the rates quoted.

**Pre-Qualification Criteria:**

The firms having experience of successfully completed Civil & Furnishing Works during the last 7 years ending on 31st March, 2023

i) **3 (three)** "similar completed works" costing not less than Rs. 7.62 Lakhs

**OR**

ii) **2 (two)** "similar completed works" costing not less than Rs. 11.44 Lakhs

**OR**

iii) **1 (one)** "similar completed work" costing not less than Rs. 17.16 Lakhs

Minimum average turnover of the Bidder shall be **Rs. 100.00 Lakhs** during the last 3 (three) Financial years, testimonials to be mandatorily submitted along with Technical Bid, Part - I.

The Tenderer should have at least min. **07 years'** experience of working with nature of works as briefly mentioned below:

**i. Civil Interior Works :** [1] New partition walls made of wooden, aluminum, gypsum board, bison board [2] False ceiling, acoustic paneling and flooring work [3] Center table, loose furniture [4] Door closer, louver window work, floor spring works [5] All types of anti-termite and pest control treatment works [6] All types of plumbing, sanitary works in the residential / office complex including supply of plumbing and sanitary materials as per the requirement for office premises, board rooms, auditoriums, hotels, resorts etc.

**ii. Internal Electrical works:** [1] Installation, testing, commissioning of all electrical low tension [LT] works [2] Electrical control panel, wiring, conducting, trunking. [3] Installation of fitting and fixture, chandelier, switches, MCB's [4] Maintenance and repair of earthing system and lightning arrestors. Works for office premises, board rooms, auditoriums, hotels, resorts etc.

**“Similar completed works”** means Composite nature of work comprising of Civil work, Carpentry work, Flooring work, Painting work, Sanitary & Plumbing work, Furniture work, Electrical work, and other associated works.

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

1. **Cover 1:** Part – I, Technical Bid including pre-qualification documents (Annexure – A)
2. **Cover 2:** Earnest Money Deposit (EMD)
3. **Cover 3:** Part – II, Price Bid

All the above 3 (three) sealed envelopes are to be submitted in a single Covering envelope, duly super-scribed as **“Tender for Refurbishment (Composite Work) of Office space at Behala Tram Depot Branch, Kolkata”** and submitted to the address mentioned in clause – k hereinabove.

**NOTE:-**

- i) The agency will be fully responsible for correctness of all documents submitted along with the tender. False documents may lead to rejection of their bid.
- ii) 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.
- iii) No conditions will be entertained. Conditional offers shall be summarily rejected. Disputes, if any, will be subject to Kolkata jurisdiction only.
- iv) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- v) *MSEs are exempted from paying Tender/RFP fee/cost, EMDs as per MSME Act 2012. For getting the benefits in case of MSE firms, contractors /agencies should submit exemption certificate issued from the relevant authorities.*

**PART I – TECHNICAL BID (Cover 1)**

**ANNEXURE - A**

**Mandatory information required for Prequalification of the bidder**

(To be furnished on the letterhead of the bidder)

**Important Note:**

1. Please type or handwrite in capital letters.
2. Attach copies of the supporting documents.
3. Attach extra sheets with Sr. No if the space found is insufficient.
4. Applications of those agencies who do not furnish below mentioned information, will be summarily rejected.

1	a) Name of the applicant / organization b) Address of the Registered Office c) Address of office at Kolkata. (Name of Contact Person along with Phone Nos, Email ID)	
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 Kolkata 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 ` <b>100.00 Lacs</b> ) and furnish audited balance sheet and Profit & Loss A/c (Audited) for the last –3- years.  (b) Average turnover in 2019 – 2020 2020 – 2021 2021 – 2022	
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 Registration No. with Certificate	
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. List of available plants, machineries equipments 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 besubmitted.	

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.	

**PROFORMA – 1**

**LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE  
LAST 7 YEARS (Minimum Value of Work done not less than ` 7.62 lacs)**

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

**Note:**

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 publication of the Tender.
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 ` 7.62 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.) 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:**

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 publication of the Tender.
3. For certificates, the issuing authority shall not be less than an Executive In charge.

## **GENERAL CONDITIONS OF CONTRACT**

- 1 Tenders shall remain open to acceptance by the Bank for a period of 180 days from the date of opening of Part-II of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
- 2 The tenderer must use only the forms displayed on the bank's website to fill in the rates. (Any addition/ alteration in the text of the tender form made by the tenderer shall not be valid and would be liable of rejection).
- 3 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 Representative in its discretion.
- 4 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.
- 5 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.
- 6 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.
- 7 The Bank 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.
- 8 Intending tenderers shall pay an interest free Earnest Money Deposit for a sum of `19,000/- (Rupees Nineteen Thousand Only) by a demand draft / Banker's Cheque in favour of Bank of Baroda, payable at Kolkata. Tender not accompanied by earnest money deposit will not be considered. The earnest money deposit of unsuccessful bidders shall be refunded after the work order is issued to selected bidder.  
  
Under no circumstances earnest money deposit will be accepted in the form of fixed deposit receipt or Bank or Insurance guarantee or Cheque.
- 9 The Earnest Money Deposit of ` 19,000/- paid by the successful tenderer shall be held by the Bank as security for the execution and due fulfillment of the contract. No interest shall be paid on the said deposit.
- 10 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 a tender will constitute a binding contract between 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.

- 11(a) In addition to the Earnest Money Deposit, successful tenderer shall further deposit 1% of accepted tender value. Thus Bank will keep 2% of accepted tender value as initial security deposit. Total 5% of the accepted tender value may be kept as retention money which includes security deposit and retention money.
- 11( b) 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.
12. The Contractor shall not without the written consent of the Bank assign this Contract, and shall not without the written consent of the Bank (which consent shall not be unreasonably withheld to the prejudice of the Contractor) sublet any portion of the work. 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.
13. 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's Representative, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
14. 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.
15. 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 and must examine the Drawings, 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.
16. 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 in railway freights or any conditions whatsoever. **The quoted rates shall not include applicable GST, which shall be paid in addition to the quoted rates.**

17. 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.
18. Time allowed for carrying out the work as mentioned in the Memorandum 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/ work contract. The tenderer shall before commencing work prepare a detailed work program which shall be approved by the Employer. Contractors have 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 per week. Maximum liquidated damages will be 10% of the accepted contract sum.
19. Tenders will be considered only from recognized bonafide 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.
20. 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.
21. 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.
22. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.
23. 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.
24. 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.
25. The Contractor shall strictly adhere to the rules laid down by the Housing Society for carrying out repair & renovation works in the premises. Any penalty/ fine imposed by the Society due to non-adherence of laid down rules has to be borne by the Contractor.
26. The contractor shall strictly comply with the provision of safety code annexed hereto.
27. I.S. Code numbers wherever mentioned in the tender shall be the latest version of I.S. codes as on the date of opening of Tenders.

28. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.
29. 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 who shall state his 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 Arbitration & Conciliation 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.

30. **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 drawings 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 and drawings or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to the Bank, Kolkata in writing in order that such doubts may be clarified authoritatively 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.

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**Signature of Bidder with Seal**

## **SPECIAL CONDITIONS OF THE CONTRACT**

1. The wood to be used should have similar / uniform grains and should be totally free from white portions, decay, knots etc.
2. All the edges of the plywood should be teak wood beadings. The beading to be fixed with adhesive / screw/ nails.
3. The measurements indicated in the drawings are approximate and may vary as per the site conditions. Bank's Engineer/ Architect's interpretation of the design and the specifications mentioned in the entire document shall be final and without appeal. In case of Errors or inconsistency, if discovered in the drawing and specifications, Bank's Engineer/ Architect's interpretation shall be final and without appeal.
4. The contractor shall submit the Bar Chart & PERT chart before commencement of work and the progress chart during the course of work.
5. For the design and other details mentioned in the entire document Bank's Engineer/ Architect alone has the patent right.
6. The contractor shall take the prior approval from Bank's Engineer/ Architect for subletting the job even if the same is to a specialized agency.
7. In case Bank's Engineer/ Architect rejects a particular work the tenderer shall remove the same within two days and no payment shall be made for such work.
8. The Contractor has to take all safety measures with regard to the workmen employed as per relevant laws and good engineering practices at site and safety measures against the fire hazard.
9. The contractor has to make necessary arrangement for internal lighting at the site.
10. The contractor has to carry out the job strictly as per specification spelt out in the bill of quantities, the drawings, instructions that may be issued by the Engineer-in-charge and the specification of the Bureau of Indian Standards, National Building Code etc.
11. In case of any discrepancy between the specifications and the drawings, the details mentioned in the specifications / Bill of quantities may be taken as final.
12. The electrical installation works are to be carried out by engaging licensed electrical contractor. The successful tenderer shall submit the photocopy of Electrical Contractor's license at the time of execution of work. The copy of license of Electrical Supervisor and electricians also are to be submitted.
13. The contractor shall submit the single line drawing of electrical installations/wiring of completed work along with the final bill.
14. The contractor shall submit the Test Certificate of the Electrical installations carried out by him as per requirement of local Electrical supply Authority, Indian Electricity Rules, and Indian Electricity Act.
15. The work shall be carried out on holidays and Sundays after and before office hours and during office hours on working days. The Contractor shall ensure that there shall not be any problem, disturbance in office/other areas/floors as the work is to be executed in working office.
16. The Contractor shall depute one electrician and one helper during office hours to avoid any electrical breakdown in electrical installation.

17. The contractor has to carry out the job strictly as per specification spelt out in the bill of quantities, the drawings, instructions that may be issued by the Engineer-in-charge and the specification of the Bureau of Indian Standards, National Building Code etc.
18. Contractors shall insure whole work against fire, PICT and third party.
19. In case of any discrepancy between the specifications and the drawings, the details mentioned in the specifications / Bill of quantities may be taken as final.
20. The work will be awarded to the Agency that has given the lowest rate (L-1).

Additionally, the L2 Bidder will be asked to confirm if he can do the work at the lowest rates quoted by L1.

If the L2 gives a letter confirming that he is ready to carry out the work at the lowest rate (L1), then it can be considered to award the work to him also. The condition of this award of work to L2 on the rates of L1 will be as under:

1. When L1 denies in writing that he does not have capacity to do the work.
2. When it is observed by Bank's Engineer/ Architect. That L1 has not completed more than 3 sites in time.
3. When defects are found in the work of L1.
4. When L1 does not take up the work as assigned within the stipulated time period as mentioned in the work order.

## **PREAMBLE TO THE BILL OF QUANTITIES**

The work proposed is to be carried out at the Office premises mentioned on the cover page (no.1) of the tender. The premise is proposed to be provided with Furnishing, civil, plumbing, electrical, LAN cabling works. The quality of work proposed should have the best workmanship. The contractor should ensure that only the first quality materials mentioned in the list of material is purchased for the project.

1. The work should be carried out in such a way that the structure is not disturbed.
2. Any difference / discrepancies in the specification should be clarified with the Engineer in charge before submitting the tender. The Engineer in charge will have the liberty to modify the specification to a reasonable limit to suit the basic concept during the course of work; the tenderer should carry out such work without any extra cost.
3. In case of any major modification such items will be considered as an extra items. Payment for such items will be paid based on the Engineering rate / Market rate analysis. 15% of the total cost of material & labour will be considered as tenderer's profit.
4. The contractor should co-ordinate with the other contractors employed at the site for smooth flow of work.

## FORM OF TENDER

To,  
The Regional Manager  
Kolkata Metro 2 Region  
Bank of Baroda, Kolkata  
59A Chowringhee Road, Avani Heights,  
Kolkata- 700 020, India

Dear Sir,

**Re: “Tender for Refurbishment (Composite Work) of Office space at Behala Tram Depot Branch, Kolkata”**

Having examined the plans/ 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 enclose demand draft/ banker’s cheque for ` 19,000/- (Rupees Nineteen Thousand only) towards Earnest Money deposit for the execution of the works at my/ our tendered rates, together with any variations at later stage, 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 ` 19,000/- (Rupees Nineteen 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, 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 Leviable 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 additions to recovery of all the dues to the Bank from the payment receivable by us. Further we may also be barred from tendering in future for the Bank and its subsidiaries.

Any Commercial disclosure 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: