



CENTRAL BANK OF INDIA
Regional Office Deoria

INVITES

Tender for
furbishing (Furniture, Electrical, Data cabling & Air-conditioning) work at
Bhatpar Rani Branch under Regional Office Deoria

Name of the Tenderer:

Address:
.....
.....

Last Date of submission: **02.09.2021** upto 15:00 hrs

S/d

Regional Manager
Central Bank of India,
Regional Office, Deoria

Contact Details of our Independent External Monitor (IEM) -

Shri Trivikram Nath Tiwari, Mail ID: trivikramnt@yahoo.co.in

**Tender for
Furbishing (Furniture, Electrical, Data cabling & Air-conditioning) Work at
Bhatpar Rani Branch under Deoria Region**

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APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1	Issuance	Tender forms will be available on Bank's website www. Centralbankofindia.co.in from 06.08.2021 .
2	Tender Fee	NIL
3	EMD	8500/- (Eight Thousand Five hundred only) 1% of estimated cost in the form of DD in favor of Central Bank of India payable at Deoria.
4	Estimated Cost	Rs 8,52,005/- plus applicable GST
5	Last date for submission of the Tenders	02.09.2021 up to 3.00 pm
6	Place of submission of Tender	BSD Department, Regional Office Deoria, 1 st Floor, Nagarpalika Road, Palika Bazar, Deoria-274001.
7	Pre Bid Meeting	24.08.2021, 3:00pm
8	Date of Opening of Tender	02.09.2021, 3.30 pm or any other date which may be decided by the Bank.
9	Place of Opening of Tender	BSD Department, Regional Office, Deoria, 1 st Floor, Nagarpalika Road, Palika Bazar, Deoria-274001. Note:- Vendors are advised to make presence of themselves/ their authorized person at the time of opening of tenders.
10	Time period for work completion	30 Days from date of issue of work order by Bank.
11	Interim/Running /Final Payment	TO BE SUBMITTED AFTER COMPLETION OF WORK or MINIMUM WORK WORTH Rs 3.0 LAKHS & IN THE MULTIPLES THEREOF. The payments of running (RA) and final bills shall be made as per the procedures approved for making payments by Central Bank of India, as under :- 1. 20% - 1st RA bill with work executed to the extent of 40% 2. 20% - 2nd RA bill with work executed to the extent of 80% 3. 50% - Final bill on completion of work in all respects & duly verified by the Architect. 4. 10% - Release of Retention amount after 12 months from the date of Completion. The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect shall issue the certificate of completion within a period of one month. The CBI shall pay the amount within a period of one month from date of issue of certificate there is no dispute in respect of rates and quantities subject to Bank's satisfaction.
12	Retention Amount	EMD amount of successful bidder will be part of retention money. Further Bank will deduct 10% amount from each running bill as retention amount subject to maximum 10%

		of contract value. However Final amount of retention will be 10% of the cost of duly verified work done.
13	Defect liability period	12 months from issue of completion certificate by Architect
14	Liquidated damages for non-completion of work within stipulated period.	1% per week subject to maximum of 10% of contract value.
15	Terms of Rates	The quoted rates shall be inclusive of all and shall be EXCLUDING OF GST ONLY.
16	Period of honoring interim Certificate	15 Working days after the submission of the interim Certificate.
17	Period for honoring final Certificate	30 working days after the submission of the Final measurements.
18	Validity of Rates	The quoted Rates in the Tender shall remain valid till the completion of the work. No escalation in rates shall be allowed in any case.
19	Extra Items	The contractor shall not execute the item for which the rate cannot be derived from the Tender. He shall submit the Rate analysis for such item on actual cost plus 15% as over-heads, establishment charge and contractor's profit, and get it approved by Architect/ Bank before starting the work of such items.
20	Working Hours	Most of the work may take place at contractors workshop, However in case if the work is to be executed in a working premises of the Bank the same shall generally be execute after office hours of the Bank. I.E in the evening, nights and Bank holidays. The employer shall make necessary arrangements required or their part of such working. The work shall be carried out in such a way that minimum disturbance is caused to the functioning of the Bank/ Branch The Contractor shall make all necessary arrangement for cleaning the premises every day and to ensure the complete safety of the furniture, machinery, computers, plants, equipment etc. lying in the premises and also provide safeguard from dust etc. for night working no extra charge shall be paid.
21		Contractor shall shift and rearrange necessary Furniture/ Fixture to keep site tidy and clean protect office equipment by covering during execution. If contractor fails then Branch Manager/ Office Head shall employ other agency for the job and cost incurred shall be recovered from the bill Amount of contractor.
22		Electrician/ Network Technician/ Carpenter/ A.C Technicians shall remain present at site at all the time

		during execution of work to avoid any power/ Network failure/ Disturbance of branch/ Office functioning.
23		Contractors shall have to make necessary temporary arrangement to the satisfaction of Branch Manager/ Office head for Electrification/Data Cabling/Furnishing/A.C no extra payment shall made for this.
24		On completion of work all contractors shall give detailed measurements/ circuit diagram/ List of materials used Test reports duly signed and sealed.
25		All hidden measurements must be got checked/ recorded before concealing.
26		All material and makes shall be as per specifications any deviation will not be accepted without written permission of Architect/ Bank.

Seal & Signature of Contractor



NOTICE INVITING TENDER

REF.NO.: RO:BSD:2021-22:

Dated: 06/08/2021

Dear Sir/ Madam,

Reg: Tender for Furbishing (Furniture, Electrical, Data cabling, Air-conditioning) work at Bhatpar Rani Branch under Regional Office, Deoria.

Please note the following:-

1. Central Bank of India, invites you to tender for the aforesaid work.
2. Tender Documents can be collected from BSD, Regional Office, Deoria, Deoria, 1st Floor, Nagarpalika Road, Palika Bazar, Deoria-274001, or can be downloaded from the link/ banks' website.

<http://www.centralbankofindia.co.in/English/TendersPage.aspx>

3. The sealed Tender in the prescribed tender form in one envelope comprising **PART -1 (Technical Bid = The Tender document + Documents conforming to Eligibility criteria + EMD) & PART-2 (Price Bid+ Specifications+ Drawings)** should be submitted to BSD, Central Bank of India, Regional Office, Deoria, 1st Floor, Nagarpalika Road, Palika Bazar, Deoria-274001, super scribed "**Tender for Furbishing work at Bhatpar Rani Branch, Deoria.**"

The Tender document along with price bids are to be submitted in a single sealed envelope comprising of two small envelopes having Technical bid and price bid. Vendors confirming to eligibility criteria mentioned in this tender document shall apply for the tender. Any question/doubts related to tender document may be clarified with Bank over phone on 9554811000 on working days during Office hours i.e.10am to 5pm. The bids shall not include any conditions whatsoever. Only unconditional tenders will be accepted. Any conditional tender will be liable for rejection. Any bidder desirous of imposing any condition having financial implication should read the tender appropriately and should not put any condition in the tender.

4. The envelope should be submitted to the above office on and before 3.00 PM on 02.09.2021. The Technical Bid of tender will be opened at 3.30 PM on 02.09.2021 or any other date which may be decided by Bank in due course at above mentioned address in presence of tenderers or their authorized representatives who choose to be present. Opening of Financial Bids will be informed well in advance to technically qualified bidders.

5. Tenders received late on account of any reason whatsoever and telegraphic and faxed tenders shall not be entertained.
6. The Defect Liability Period of the said work shall be for 1 year from the date of issue of work completion certificate from Architect.
7. Validity of the Tender shall be 120 days from the date of opening of Financial Bid.
8. The Bank does not bind himself 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 reason for doing so.
9. Any addendum/corrigendum thus issued shall be part of the Tender Documents and shall be published on the Bank's website only. Tenderer shall enclose the same with their bid documents.
10. For any further information on the tender, Central Bank of India, BSD Department, Regional Office, Deoria may be contacted.

**Regional Manager
Central Bank of India,
Regional Office, Deoria**

FORM OF TENDER

Regional Manager

Central Bank of India,
Regional Office-Deoria

Reg: Tender for Furbishing (Furniture, Electrical, Data cabling & Air-conditioning) work at Central Bank of India, Bhatpar Rani Branch under Regional Office, Deoria.

Dear Sir / Madam,

1. Having examined the requirement and scope of work, having visited the site and having satisfied ourselves as to the location of the site and working conditions, I/We hereby offer to execute the above works at the respective rates which I/We have quoted, for the said scope of work.
2. I/We shall execute works at my/our tendered rates together with any variations in quantities approved by the Employer/ Bank.
3. In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract agreement required by you. I/We agree not to employ Sub-Contractors other than those that may be approved by you.
4. I/We agree to pay and bear Income-tax, VAT, Works Contract Tax, Labour Welfare Fund Charges, Octroi duties and all other taxes etc. as prevailing from time to time on such items for which such taxes and charges are levied by the appropriate authorities. **The rates shall be quoted in all inclusive except GST.**
5. I /We understand that you are not bound to accept the lowest offer or bound to assign any reasons for rejecting our tender.
6. I /We agree to keep our offer open for 120 days from the date of opening of the Price Bid.

Thanking you,

Signature of Tenderer with Seal & Address

Date:

ELIGIBILITY CRITERIA

1. ELIGIBILITY CRITERIA FOR APPLYING TO TENDER

Only those contractors who have worked for reputed organizations viz. Central/ State Govt./ Autonomous Body/ PSU/ Bank/ Financial Institutions/ Educational institutes/ Private Organization etc. and have executed similar type of works can furnish documentary evidence of complying with the following criteria, shall apply:-

- 1.1. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at **least 30% of the estimated cost**. The bidder should be in profit in the past three years. This should be duly audited /certified by Chartered Accountant.
- 1.2. Experience of having successfully completed similar works during last 3 years ending last day of month previous to the one in which applications are invited executer under Central Government Department/State Government Department/Central Public Sector undertaking should be either of the following:-
 - a. Three (03) similar completed works costing not less than the amount equal to **40% of the estimated cost**.
 - b. Two (02) similar completed works costing not less than the amount equal to **60% of the estimated cost**.
 - c. One (01) similar completed work costing not less than the amount equal to **80% of the estimated cost**.
- 1.3. Have registered office in Uttar Pradesh state.
- 1.4. Must have valid PAN, TIN, GST registration number.
- 1.5. Must have EPF, ESI & Labour registration.
- 1.6. Solvency certificate of minimum amount equals to **40% of the estimated cost** of the work.
- 1.7. Completion certification with regards to the works mentioned for experience (point 1.2) to be issued by Competent Authority will only be considered as credential. If the Completion certificate issued by Competent Authority does not reflect the type of work, then Final bill / Schedule of Quantity of the qualifying works also to be attached along with the Completion certificates

Notes:

1. Out of the above said completed works, the contractor should have completed in Central/ State Govt./ Autonomous Body/ PSU / Bank / Financial Institutions / Educational institutes/Private Organization etc.
2. Similar Works shall means: Interior furbishing (civil, furniture, electrical, data cabling & air-conditioning) new & repair/renovation of offices/ branch etc.
3. All documents should be duly signed by the contractor taking the responsibility of the same.
4. Contractors who have been disqualified by Bank due to any reasons will not be considered.
5. Only such contractors who fulfill the aforesaid eligibility criteria need to apply.

6. EMD of un-successful bidders will be returned without any interest after finalization of contract.

2. EVALUATION CRITERIA:

For the purpose of Tender, the short listed eligible applicants will be evaluated in the following manner:-

- 2.1. Tenders without EMD shall be out-rightly rejected and shall not be evaluated for Technical eligibility.
- 2.2. The initial eligibility criteria prescribed above (in respect of experience of similar class of works completed) shall first be scrutinized and the applicant's eligibility for Tender for the work is determined.
- 2.3. Only the applicants who meet the eligibility criteria specified as above will be evaluated on the basis of details furnished by them.
- 2.4. If necessary, the authorized representatives of Bank will visit all/ few projects/ sites which are recently executed/ being executed by the applicants, in order to evaluate the performance of the applicants.

On the basis of the eligibility criteria mentioned above and after the evaluation of the applicants based on the site visit report, if any, credentials submitted by the applicants, confidential reports obtained from various clientele (wherever necessary), Tender Bid Part-II (Financial Bid) of only pre-qualified Contractors shall be opened on the date which will be informed in due course.

- 2.5 Work shall be awarded as per evaluation criteria to eligible bidder.

Seal & Signature of the tenderer

Mandatory information required for Prequalification of the bidders

Important:

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

Name of the Bidder:	
Email address:	
Telephone number office:	
Telephone number office:	
Fax no.:	
Address 1:	
Address 2:	
City:	
Pin code:	
Year of Establishment:	
Status of the Firm:	Proprietary / Partnership / Pvt. Ltd. / Pub. Ltd.
Names of the directors/Partners/proprietor:	
Name and address of the Bankers – 1:	
Name and address of the Bankers – 2:	
Name and address of the Bankers – 3:	
Registration number and date with Registrar of Companies/Firms:	
PAN Card Number:	
TAN Number:	
GST Number & certificate:	
EPF Registration no.:	
ESI Registration no.:	
Labour Registration no.	
Solvency certificate no.	
Request copies of the Balance sheet:	
Empanelment with the other Companies / PSUs	
Field of activities:	
Main Activity:	

Value of the total work done till date:	
List: particulars of successfully completed works during last Three years amounting as per eligibility criteria	
List: Number of Technical staff working in the organization:	
List number of other staff working in the organization:	
Have you in past carried out any works for CENTRAL BANK OF INDIA or its subsidiaries?	
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 in brief:	
Have you been ever been put on a holiday list or banned by any Public Sector Units? If yes please provide details in brief:	

I/We confirm that to the best of my/our knowledge above information is authentic and accept that any deliberate concealment will resulting to disqualification at any stage.

NOTE:

(1) ALL TENDERS MUST BE SUBMITTED WITH LAST THREE YEARS INCOME TAX RETURNS OR AUDITED BALANCE SHEET.

(2) ALL TENDERS MUST HAVE ADEQUATE WORK ORDERS OR COMPLETION CERTIFICATES FOR TECHNICAL QUALIFICATION.

(3) IN CASE TENDERED RATE IS BELOW CERTAIN 25% OF BANK'S ARCHITECT'S ESTMATE, SEPERTATE BOND FROM TENDRER WILL BE REQUIRED FOR THE QUALITY OF WORK/ WORKMANSHIP AS PER DRGS. & SPECIFICATIONS.

Seal and Signature of the Bidder/s.

Date:

Place:

INSTRUCTIONS TO TENDERERS

A. LOCATION:

The Proposed site is located at:-Central Bank of India, Bhatpar Rani Branch Office

Tenderers must get acquainted with scope of work (as per BoQ), conditions of contract and other conditions carefully before tendering. No request for any change in rates or conditions for want of information on anything whatsoever in these Tender documents shall be entertained after receipt of tenders.

The tenderers are advised to inspect the site to ascertain the nature of site, access there to, location for execution of the work. The tenderers must examine and inspect the site of the work and acquaint themselves with all local laws, regulations and practices.

B. SUBMISSION OF TENDER: -

1. Tender must be submitted in original and as per details given hereunder. The rates shall be filled only in the Financial/ Price Bid/ BOQ given in the Tender Document.
2. The Tender comprising two separate sealed envelopes comprising Technical & Price bids respectively are to be kept in a large single sealed envelope.
3. Any conditions/stipulations mentioned in the tender may not be taken into consideration for evaluation of the tenders.
4. Tenderers are requested to quote strictly as per the terms and conditions, specifications, standards given in the tender document and not to stipulate any deviations.
5. Addenda to this tender document, if issued, must be signed and submitted along with the tender document.
6. All pages of this document are to be signed by the bidder in token of his acceptance of the conditions thereof. All pages of tender documents shall be signed at the lower right hand corner or signed wherever required in the tender documents by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.
7. The tenderers should quote the rates in figures (English) as well as in words.
8. Corrections and Erasures:

All corrections and alterations in the entries of tender papers must be attested by initials of tenderer, overwriting of the figures is not permitted.

9. The tender shall contain the names, residence and place of business of person or persons submitting and signing the tender and shall be signed by the Tenderer with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the name of the partnership by all the partners or by duly authorized representative/s followed by the name and designation of the person/s signing. Tender by a Company or Corporation shall be

signed by an authorized representative, and a power of Attorney on their behalf shall accompany the tender in Envelope. A copy of the partnership deed of the firm with names of all partners shall be furnished.

10. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
11. The rate to be quoted by the tenderer shall be firm and shall cover and include cost of all materials required for upkeep of the premises, wages to the laborers, supervisors, equipment deployed, contractors profit, transportation charges and all statutory levies, taxes such as "Octroi, sales tax, Labour Cess, VAT, excise duty, PF, ESI etc. but **excluding GST**.
12. The tenderer shall note that no claim for enhancement of rates/ cost escalation, on the ground that cost of materials, labor has increased; existing statutory levies have been increased, after tender, or in any other ground, will be entertained on any account.
13. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions. The tenderer should specifically note that it is tenderers responsibility to provide all items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.
14. The bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. Also bank may accept part of any tender or entrust the entire work to any contractor or divide the work to more than one contractor (item wise) without assigning any reason or giving any explanation. The rates quoted by the contractor will hold good for this bifurcation and no compensation will be paid on this account.
15. Joint tenders shall not be considered.
16. Within 24 hours of receipt of Intimation regarding acceptance of his tender by the Bank, the tenderer should send his acceptance of the work order in writing. If the tenderer does not do that, or does not start the work within 24 hours of such intimation to him or fails to give justified reasons not to do so, acceptance of his tender would be withdrawn and Earnest Money Deposit would be liable to be forfeited.
17. The contractor has to maintain an attendance register of the persons deployed at site and the same will be inspected by the Bank time to time.
18. If any of the labour employed by the contractor is found to be under performing or any misbehavior is found / reported while on duty, Bank reserves the right to ask for a suitable substitute.
19. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
20. The earnest money of the successful tender shall be adjusted in the retention amount.

21. Witness: Witness and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.

22. SCOPE OF WORK:

The contractor selected for execution of the work shall be conversant with all codes of practice, rules of local authorities and procedures for obtaining approvals from any authority or as the case may be.

The work shall include the following items of work broadly:

The works shall include furbishing/repair of Central Bank of India, Bhatpar Rani Branch premises having civil, furniture (uninstallation, shifting, addition, alternation, installation), electrical & Data networking (old and new), Air- conditioning etc. works or any other similar work mentioned in BOQ. The work shall be executed as per the directions of Architect-in-Charge as per the Bank's requirement and tender specifications. Works not covered in the specifications shall be carried out as per relevant Indian Standards Code of Practice and specifications of materials with prior approval of Bank/ Architect.

23. TENDERER SHALL VISIT THE SITE

The intending tenderer shall visit the site and make themselves thoroughly acquainted work to be executed, local site condition, nature and requirements of the works, facilities of transport condition, effective labor and materials, access and storage for materials. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before & after the commencement of the work or which in the opinion of the Bank/Architect might be deemed to have reasonably been inferred to be so existing before commencement of work.

24. Any printing or typographical errors /omissions in tender document shall be referred to the Employer and his interpretation regarding correction shall be final and binding on Contractor.

25. TRANSFER OF TENDER DOCUMENTS:

Transfer of tender to another is not permitted in any case.

26. RETENTION MONEY: 10% of the cost of duly verified work done. (10% to be deducted from each running bill).

27. RELEASE OF RETENTION AMOUNT: After 1 year from the date of completion of work and handing over the site by contractor to Bank and attending the work defects by contractor arising in this 1 year up to the Bank's satisfaction. Necessary deduction from retention money shall be made from the expenses done by Bank in rectification of defects, if not attended by contractor or so within one week of intimation by the Bank.

28. VALIDITY:

Tenders submitted by Tenderers shall remain valid for acceptance for a period up to the end of 120 days from the date of opening of the price part of the tender. The tenderers shall not be entitled to revoke or cancel their tenders or to vary the tender given or any terms thereof during the period of validity without the consent in writing of Owner.

29. RIGHT TO ACCEPT OR REJECT TENDER:

The acceptance of a tender will rest with the Employer who does not bind himself to accept lowest tender and reserve to themselves the authority to reject any or all the tenders received. They also reserve 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. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Tenderer are liable to be rejected. The job may be awarded to one or more agencies by dividing the work at the entire discretion of the Employer. The quoted rates shall hold good for such eventuality.

30. TIME SCHEDULE:

The said works in both the branches shall be completed in **30 days** from the date of issue of work order by Bank.

31. LIQUIDATED DAMAGES FOR DELAYED COMPLETION:

If the contractor fails to complete the work by the scheduled date of completion or within any sanctioned extended time, he will have to pay 0.5% of the accepted tender amount per week as liquidated damages for each week beyond the scheduled date of completion or the extended period of completion, works remaining incomplete. The above penalty shall be imposed for period of delay attributable to Contractor for the entire scope of work assigned to them for project completion. The decision of Bank in this regard shall be final & binding. The maximum liquidated damages recoverable shall be 5% of accepted tender amount.

32. WATER AND ELECTRICITY:

Electricity and water for execution of work shall be arranged by the Vendor/ Contractor during course of construction for alternate sites or sites where same is not available at the time of construction.

33. SIGNING OF THE CONTRACT:

The successful Tenderer shall be required to execute an agreement in the pro-forma approved and provided by Bank within 7 days from the date of receipt of the notice of acceptance of tender or letter of intent. On acceptance of the tender, the name of the accredited representatives of the Contractor, who would be responsible for taking instructions from the Employer as the case may be, shall be communicated to the Bank.

34. Bank is not concerned with any rise or fall in the prices of any materials or labour. The rates quoted shall include charges including any enhanced labour rates etc. which

may be enacted from time to time by the State and/or the Central Government and shall remain valid till Completion of the work. Under no circumstances bank shall be held responsible for compensation or loss to the contractor due to any increase in the cost of labour or material etc. No Price variation adjustments shall be admissible.

35. Permission/ approval if so required from any civic, local, government, municipal, competent authorities shall be the entire responsibility/ scope of the contractor and Bank shall not make any payment in this regard which may be noted.
36. The existing branches from where the furniture is to be shifted are functional. As such said repair/ renovation work is to be done causing minimum disturbance to the branches. Contractor to take up the said works strictly as per Bank's instructions & priority failing which Banks shall take appropriate action including imposing penalty / cancellation of order.
37. Extra item is to be executed only after obtaining rate approval from Bank by submitting rate analysis based on the latest available DSR or if the rate is not derivable from DSR than it should be based on prevailing market rates.
38. Terms & Conditions not specifically mentioned here shall be governed by latest available CPWD-GCC.

39. ELECTRICAL INSTALLATION:

The whole of the Electrical & Data cabling installation shall be carried out by a major registered licensed Electrical Contractor's firm.

The electrical installation shall include for the supply of the whole of the materials and the work of fixing, necessary for the complete installation. The work shall be carried out in strict accordance with the latest edition of the Regulations for the Electrical Equipment of Buildings issued by the Institute of Electrical Engineers I.E. rules and to the satisfaction of and in accordance with rules, regulations, and requirements of the supply company and the Fire department all to the entire satisfaction of the **Architect** / Bank.

The positions of all points and equipment shown on the drawings shall be assumed to be correct for the purposes of tendering, but it is the main contractor's responsibility to check the exact positions on the site before commencing the works.

Seal & Signature of the tenderer

SPECIAL CONDITIONS OF CONTRACT

1. Tenderers shall go through all documents before quoting rates and provide for necessary cost as may be included in either bill or material or specifications.
2. Tenderers shall be given prices in blank column Entries in English made in ink. Arrive also at the grand total must also fill in all "rates only columns" and sign all corrections.
3. Tender shall be invalid unless all rates are filled in. No arbitrary condition shall be submitted. Tenders shall be signed by all the legal partners of the firm.
4. Each of the tender documents shall be signed by the Tenderer.
5. Work shall be done night (if permitted by bank) and day without extra charge, if necessary.
6. Tenderer shall provide for stacking of materials in such a way as to facilitate rapid checking of quantities.
7. Materials supplied by Bank if any shall be used only in Bank's work.
8. Contractors shall pay any local charges relating to execution of work.
9. Contractor shall allow for all wastages in the rates.
10. Contractor shall arrange all temporary connections.
11. No extras shall be paid, quantity sheets and drawings both are to be considered jointly and **Architect** is the final authority for the interpretation.
12. Site instruction shall be deemed for proper execution, and shall be carried out without extra charge.
13. Order book with numbered pages shall be kept on site. Contractor shall carry out all instructions properly.
15. All disputes and differences of any kind whatsoever arising out of or in connection with the Work Order whether during or after completion of contract shall be deemed to have arisen at Deoria and only Courts in Deoria shall have jurisdiction to determine the same.

17. Signing of the contract:

17.1 The successful Tenderer shall be required to execute an agreement in the proforma attached with this tender document within 7 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Tenderer to sign the agreement within the above-stipulated period. The **Bank** reserves the right to forfeit the earnest money/ security deposit and cancel the contract.

17.2 Until the Agreement is formally signed, the Work Order/ Letter of Acceptance of Tender issued to the successful Tenderer and accepted by him shall be operative and binding on the **Bank** and the Contractor.

Seal & Signature of the tenderer

PROFORMA

Articles of Agreement

Made the ____ day of _____ **2021**

Between

CENTRAL BANK OF INDIA.

Business Support Department,

Central Bank of India, Regional Office

Deoria, 1st Floor, Nagarpalika Road, Palika Bazar, Deoria-274001.

(Hereinafter called "The Employer") of the one part

And

(Hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous of Interior Furbishing, Electrical, Data cabling and Air-conditioning works at Bhatpar Rani Branch at

And has caused Drawings, Specifications and Bill of Quantities Showing & describing the work to be done to be prepared by or under the direction of **ARCHITECT'S DEPARTMENT, CENTRAL BANK OF INDIA, ZONAL OFFICE, LUCKNOW.**

And Whereas the Contractor has agreed to execute, subject to the conditions set forth in the Schedule hereto (hereinafter referred to as "**the said Conditions**") the works shown upon the said Drawings and described in the said Specifications and included in the said Bill of Quantities for such sum as may be ascertained to be payable in terms of the Schedule of Quantities and which sum is estimated to be Rs.....

(Rupees.....
hereinafter referred to as "**the said Contract Amount**").

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the said sum to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall, subject to the said Conditions, execute and complete the work shown upon the said Drawings and described in the said Specifications and Schedule of Quantities.
- 2) The Employer shall pay the Contractor the said sum or such other sums as shall become payable hereunder at the times and in the manner specified in the said Conditions.
- 3) The term "**Architect**" in the said Conditions shall mean the said **ARCHITECT'S DEPARTMENT, CENTRAL BANK OF INDIA, ZONAL OFFICE, LUCKNOW** or in the event of it being ordered to be or would cease to be or in the event of it being ordered to be or would cease to be the Consultant for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Arbitrator mentioned in the said conditions provided always that no person subsequently appointed to be the Consultants under this Contract shall be entitled to disregard or overrule any previous decision or approval or direction given or expressed by the Consultants for the time being.
- 4) Tender documents containing Notice to the Contractors, Conditions of Contract, and Appendix thereto, General Conditions of Contract, special conditions of the contract, Specifications and Bill of Quantities with the rates entered therein, shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their part.
- 5) This contract is neither a fixed lump sum Contract nor a piece work Contract, but is a Contract to carry out work to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the Conditions.
- 6) The Bank through the Architect, reserves to himself the right of altering the drawings and nature of the work of adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
 - a) The Contractors represent that they have experienced and competent staff which will enable them to ensure proper quality check on the materials, whether brought by the Contractors, and which will ensure that the Contractors will carry out proper tests as required by the Uttar Pradesh State PWD/ CPWD specifications and will supervise the day-to-day working and execution of the Contract works to the satisfaction of the Architect and Bank.
 - b) If the Contractors have any doubt about the quality of any materials or any difficulty in supervision of the day-to-day work, it shall be the duty of the Contractors to report the matter in writing forthwith to Architect and, for the time being, to suspend that portion of the work about which difficulty is experienced, and the Contractors will abide by the direction of the Architect.
 - c) The Contractors are aware that the Architect will not give day-to-day supervision but will periodically supervise and it will be the responsibility of the Contractors to perform their obligations under Sub-Clause (a) and (b) above.
 - d) The Contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the Uttar Pradesh

PWD/ CPWD specifications and the term and conditions of this contract and will be of contract quality and description.

- 7) Time shall be considered as of the essence of this Agreement and the Contractor hereby agrees to commence the work soon after the site is handed over to him as provided for in the said conditions and to complete the entire work by **30 DAYS** subject, nevertheless to the provisions for extension of time.
- 8) This Agreement and Contract to be deemed to have been made in Deoria and any question or dispute arising out of or in any way connected with this Agreement and contract shall be deemed to have arisen in Deoria and only the Court in Deoria shall have jurisdiction to determine the same.

As witness our hands this _____ **day of** _____ **2021**

Signed by the said

Owner/ Bank

In the presence of:

Witness No.1 _____

Name & Address

Witness No.2 _____

Name & Address

Signed by the said

Contractor

In the presence of:

Witness No. 1 _____

Name & Address

Witness No. 2 _____

Name & Address

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. First AID box & other safety equipment's shall be made available/ used during construction period by Contractor at his own cost.
5. No portable single ladder shall be over 8 meter in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used as extra mazdoor shall be engaged for holding.
6. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
7. Every opening in the floor of a building or in a working platform to be provided with suitable means to prevent the fall of persons or materials by providing fencing or railing whose minimum height shall be one meter.
8. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to tender it unsafe.
9. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
10. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
11. (i) No paint containing lead or lead products shall be used except in the form paste or readymade paint.
(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
13. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
14. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

Seal & Signature of the tenderer