

## CANARA BANK, KOLKATA CIRCLE

### DETAILS OF TENDER

1. Details of work to be done : F&E Works at Howrah Station ATM .
2. Form of Contract : Item wise rate
3. Earnest Money : **Rs. 3,000/-**
4. Time of Completion : 14 days
5. Last Date & time for receiving of sealed tender. : **25.07.2019 at 1:00 p.m.**
6. Liquidated damages for non-completion of work in time subject to a max of 10% of the contract value : 1.0% of the contract value per week
7. Defect Liability Period : 06 months (Six months) from the date of virtual completion as certified by Architect / Employer.
8. Retention amount for 06 months : 10% of the total bill (EMD deposited will be adjusted in retention Money).
9. Period of submitting of Final bill : 10 days form the date of completion.
10. Mobilization Advance / Secured Advance : No. Mobilization Advance / Secured Advance will be given to the Contractor.
11. Place and date of opening of Tender : **25.07.2019 at 3 .15 p.m.** in the Office of The **DIVISIONAL MANAGER, P&E SECTION, CANARA BANK, KOLKATA CIRCLE**  
21, CAMAC STREET. KOLKATA – 700 016.
12. Submission of Tender : Financial bid.contain filled up BOQ along with EMD. These 2 nos. sealed cover to be kept in a larger sealed cover & to be submitted in office.



**LETTER SUBMITTING TENDER**

To,

**DM,  
CANARA BANK, KOLKATA CIRCLE**

Dear Sir,

With reference to the tender invited by you for the **F&E Works at Howrah Station ATM**

I / We do hereby offer to execute the work under contract at the respective rates mentioned in the Schedule of quantities.

I/We have seen the site, understood the general conditions of contract, schedule of quantities etc.

I / We agree to execute the work as per specification, general conditions of contract, special conditions, additional conditions, schedule of quantities etc.

I / We understand that you are not bound to accept the lowest or any tender that you receive.

Yours faithfully,

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(SEAL & SIGNATURE OF CONTRACTOR)

- 1) Name of Proprietor/partner (s)/Director(s) of the firm :
- 2) Name of our banker :
- 3) Demand Draft No. \_\_\_\_\_ dt. \_\_\_\_\_

Tender submitted on \_\_\_\_\_ before  
\_\_\_\_\_ P.M.



## ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
between **The DM, Canara Bank, Kolkata circle** (herein after called "the Employer") of the one part and M/s.  
\_\_\_\_\_ having its office at \_\_\_\_\_

(here in after called "the Contractor") of the other part.

WHEREAS the employer is desirous of execution of repair/renovation work Howrah Station ATM and has caused drawings and specification describing the works to be done prepared by TFO Premises & Estate Section, CO, Kolkata.

AND WHEREAS the said Drawings, the Specifications and the Schedule of quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the contractor has agreed to execute upon and subject to the condition set forth in the Special conditions of Contract and in the schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said conditions) the works shown upon the said Drawings and/or described in the said specification and included in the schedule of Quantities at the respective rates therein set. forth amounting to the some as there in arrived at or such other sum as shall become payable there under (hereinafter referred to as the said Contract Amount").

### NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount, to be paid at the times and the manner set forth in the said Conditions, the Contractor shall upon and subject to the said conditions execute the complete the work shown upon the said Drawings and described in the said specifications and the Schedule of Quantities.
2. The employer shall pay the Contractor the amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The term 'the Architect' in the said Condition shall mean TFO, Premises & Estate Section, CO, Kolkata or, in the event of their ceasing to be the Architect for the purpose of this Contract for whatever reason, such other person or persons; as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient, by the Employer PROVIDED ALWAYS that no person or persons subsequently appointed to be Architect under this contract shall be entitled to disregard or over rule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.
4. The said Conditions and appendix thereto shall be read and constructed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.
5. The agreement and documents mentioned herein form the basis of this contract.
6. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a contract to carry out the work in respect of the entire project on item rate basis 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 said Conditions.
7. The Contractor shall afford every reasonable facility for the carrying out of the all works such as interior civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings and other ancillary works in the manner laid down in the said Conditions and shall make good all damages done to walls, floors, etc. after the completion of such works.



8. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carries out without prejudice to this Contract.
9. Time shall be considered as the essence of this contract and the contractor here by agrees to commence the work soon after the site is made open to him or from the date of issue of intimation to you as provided for in the said conditions of contractor whichever is later and to complete the entire work within six months subject nevertheless to the provisions for extension of time.
10. All payments under this contract will be made only at Kolkata.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kolkata and only courts in Kolkata shall have jurisdiction to determine the same.
12. That the several parts of this contract have been read by the contract and fully understood by the contractor. They further agrees to complete the said work to fullest satisfaction of Architect/employer.

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**DM,  
CANARA BANK, KOLKATA CIRCLE**

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**(CONTRACTOR)**



## TENDER FOR THE F&E WORKS AT HOWRAH STATION ATM.

### GENERAL CONDITIONS OF CONTRACT

1. The Contractor shall sign each page of this tender.
2. Payment to the Contractor Agency shall be made as per actual work done at site.
3. Quantity of work may increase or decrease at site as per requirement, which shall not affect the rates quoted by the contractor.
4. Renovation works etc. shall be done to the complete satisfaction of Bank and Architect-in-charge.
5. All materials to be used should be as per I.S.
6. The rates to be quoted shall include the cost of material, labour charges, carriage, sales-tax, or any / all other taxes any required hardware etc. GST will be paid extra.
7. The contractor agency shall keep particular vigil on his workers / carpenters / painters etc. to maintain very good workmanship of all items, failing which no payment shall be made and no claim of material / labour used shall be made to him in any case, and the same work shall be executed by him again without charging any extra cost.
8. All rates shall be quoted in words & figures & any cutting over writing shall be signed.
9. All items to be executed as per drawings, if any change is required, the same shall be brought to the notice of Architect-in-Charge.
10. Any tender / quotation containing clerical or arithmetical mistakes shall be rejected.
11. Any addition, alteration or correction shall be signed and stamped properly.
12. Contractor agencies are advised (before quoting the rates) to inspect the site of the proposed work. He must go through all specifications and documents.
13. The Bank reserves the right to accept / reject any tender / quotation without assigning any reason.
14. The Contractor agency should have already executed works of repair renovation/ civil works of very good workmanship.
15. Quality of material and workmanship rejected by the Architect / Concerned Authorities shall be removed immediately by the contractor and rectified / replaced.
16. No advance payment shall be made to the Contractor on supply of any material supplied at site for execution. Payment shall only be made on execution of any concerned / particular item.
17. Bank shall not be responsible for any lose or damage to the contractor/labour due to any natural calamity during the course of construction. Contractor is liable to make good all the damages if any, till the work is completed and handed over to the authorities.
18. Any payment to the contractor on account of execution of work, whether it is running payment or final, shall be verified by the Architect-in-Charge.



19. Unless, otherwise mentioned all materials to be used shall be I.S.I. marked. Failure to do so, the work may be rejected and in that case contractor shall have to remove the defective materials and replace / re-do the work for which no claim shall be entertained.
20. The total work shall be supervised by the Architect-in-Charge and he/she shall be kept fully informed by the contractor regarding the progress of work.
21. Bank may award the work in part or whole to a single party or any other party.
22. It may please be noted that the Bank is not bound to allot the work to the lowest party. And as such, the allotment of work shall be based on workability of rates quoted by the contractor on account of quality work.
23. The Bank reserves the right to reject any or all the tenders without assigning any reason whatsoever.
24. The earnest money deposited shall not carry any interest and will be refunded to the unsuccessful tenderers.
25. Earnest money paid by the contractor shall be forfeited by the Bank if contractor fails to undertake the job if he is communicated about acceptance his rates/tender.
26. The contractor shall take all the necessary precautions while working and to safe guard adjacent property, Bank's property, Bank's Employees, and traffic persons.
27. All the rates quoted are inclusive of removal of rubbish/ debris collected during the progress of work, rejected materials etc.
28. The contractor shall not directly or indirectly sublet the work to other party without written permission of the Bank.
29. The quantities mentioned in schedule are provisional and likely to increase/decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit / business shall be entertained on this account.
30. The Bank reserves the right to distribute the work for which quotations have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the Bank.
31. All the work should be completed within the specified period in the tender. If the work is delayed due to the reasons beyond the control of the contractor, he should keep intimating the Bank explaining, therein the reasons for such delays, immediately and if in the opinion Bank's authorities the delay is justified, the contractor shall be granted extension in time limit.
32. The quoted rates are to include shifting of existing furniture for carrying out new work and also to make necessary temporary arrangements so that Bank work is not disturbed.
33. The contractor shall furnish well in time before work commence at his own cost, colour samples, samples of materials or workmanship that may be called by Bank's Architect / Engineer for approval. Rates quoted shall cover for such preliminary work.
34. All the glass panes, door handles/ hinges, electric fittings, fans, furniture, records, floors etc. are to be thoroughly cleaned after the work is completed.
35. The rates quoted by the contractor shall be firm throughout the duration of contract (including extension of time if any granted) and will not be subject to any fluctuation due to variation in cost of material and labour.
36. Conditional tenders are liable to be rejected.



37. The successful tenderer is bound to carry out any item of work necessary for the completion of the job even those such items are not included in schedule of quantities.
38. If in any case of work required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period.
39. Decision of the Bank shall be final and binding on any matter connected with the work. The matter of any dispute shall be decided after mutual discussions based on the terms and conditions of this contract. However, if the matter can not be resolved then the same shall be referred to the respected qualified person in agreed to both the parties and his opinion shall be binding on both the parties. However, this is pre course to any legal action in this regard.
40. If at any stage during the progress of work, it is observed that the contractor is not progressing the work with due diligence, care of lagging much behind the schedule or fails to gear up the work despite instructions from Bank's Architect, the Employer (Bank) reserves the right to terminate the contract with 7 days notice. In such case the contractor shall be liable to pay the Employer to pay any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages. In case of such termination the security deposit held by the Bank will be forfeited.
41. Contractor shall follow all rules / regulations in force and should possess the license for employing labour and also follow all safety measures, labour bye laws and shall be responsible for any lapse.
42. At any stage i.e. during the execution of work, any kind of change reqd. whether it is in design or specification the same has to be incorporated by the contractor.
43. Defects Liability Period Shall be for a period of 06 months, commencing from the certified date of Virtual completion.
44. The Security Deposit including EMD amount deposited by the contractor along with his tender shall be retained with the employer. It will be released after the 'defects liability period' subjects to verification of defects liability (one year). In case of default in any of the foregoing conditions and defects in work, the deposit amount shall be forfeited by the employer.
45. The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the method of measurement mentioned in the specifications and shall be considered to be approximate and no liability shall attach to the employer for any error that may be discovered therein.

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**CONTRACTOR**

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**DM,  
CANARA BANK, KOLKATA CIRCLE**



