



CENTRAL BANK OF INDIA
Regional Office Guwahati

INVITES ONLY IN ONLINE MODE

OPEN TENDER for
Furbishing (Furniture, Electrical, Data cabling & Low side Air-conditioning) work at
existing premises of Jaraitola Branch under Regional Office Guwahati

TECHNICAL BID

Name of the Tenderer:

Address:

.....
.....

Last Date of submission of Tenders: 11.03.2024 Up to 15:00 hrs

**(Guidelines to prospective bidders for online bidding process shall be as per
enclosed Annexure-A)**

S/d

Regional Head
Central Bank of India,
Regional Office Guwahati

For any enquiry / grievances – E-mail id: gadguwaro@centralbank.co.in

Contact Details of our Independent External Monitor (IEM) -

Shri Trivikram Nath Tiwari, E-Mail ID: trivikramnt@yahoo.co.in, Mob: 9871788277
Shri Jagdip Narayan Singh, E-Mail ID: jagadipsingh@yahoo.com, Mob: 9978405930

**Tender for
Furbishing (Furniture, Electrical, Data cabling & Low Side Air-Conditioning) Work at
Jaraitola Branch under Guwahati Region**

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APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1	Issuance of tender document	Tender document will be available on Bank's website http://www.centralbankofindia.co.in/en/active-tender and /or on https://centralbank.abcprocure.com/EPROC/ from 05.03.2024
2	Tender Fee	Rs 2,360/-including GST (non-refundable) in the form of DD in favor of Central Bank of India payable at Guwahati. Micro and Small Enterprises are exempted on submission of valid MSME Certificate.
3	EMD/Bid Security	16,500.00/- (Sixteen Thousand Five hundred only) refundable: 2% of estimated cost in the form of DD/ FD or unconditional BG from Scheduled Bank in favor of "Central Bank of India" payable at Guwahati with validity up to 60 days after expiry of tender validity. Micro and Small Enterprises are exempted on submission of valid MSME Certificate.
4	Estimated Cost	Rs 8,22,791/- plus applicable GST
5	Last date and time for bid submission and Bid re-encryption	11.03.2024 up to 3.00 pm
6	Place of submission of Technical Bid	<i>All the scanned copies of Technical bid document shall be uploaded online.</i>
7	Pre Bid Meeting	Not Applicable
8	Date of Opening of Eligibility /Technical Bid	12.03.2024, 11:00 am or after that any other date which may be decided by the Bank.
9	Place of Opening of Tender/ bids	BSD Department, Regional Office Guwahati, CBI building, 3rd floor, Bhangagarh, Guwahati, District: Kamrup, State: Assam Pin: 781005 Note: - Vendors are advised to make presence of themselves/ their authorized person at the time of opening of financial bid.
10	Tender validity	90 Days from the date of opening of financial bid
11	Time period for work completion	30 Days from date of issue of work order by Bank or handover of site by Bank whichever is later.
12	Interim/Running /Final Payment	<ul style="list-style-type: none"> No advance payment will be made by Bank in any case. 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. 50% - 1st RA bill with work executed to the extent of 70%. Vendor has to submit photographs and measurement

		<p>sheet of work executed along with request for release of RA bill.</p> <p>2. 45% - Final bill on completion of work in all respects & duly verified by the Project Architect or Bank's Civil Engineer.</p> <p>3. 5% - Release of Retention amount after successful completion of defect liability period of 12 months from the date of issue of Completion certificate by Project Architect or Bank's Civil Engineer.</p> <p>The final bill/ invoice may be submitted by contractor within a period of one month from the date of virtual completion and Architect/Civil Engineer shall issue the certificate of completion within a period of one month. The Bank 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.</p>
13	Performance Security	<p>3% of Bank's accepted tender amount. Successful bidder including MSME vendor has to submit bid/ performance security of 3% of final Bank's accepted tender amount in the form of Demand Draft, Fixed Deposit Receipt or unconditional Bank Guarantee in favor of Central Bank of India payable at Guwahati. This should remain valid for a period of 60 Days beyond the date of completion of all contractual obligations of the contractor including warranty obligations. EMD/ Bid security should be refunded to the successful bidder on receipt of Performance Security.</p>
14	Retention Amount	<p>Bank will deduct 5% of final verified bill amount as retention amount. Retention amount will be released only after successful completion of defect liability period i.e. 12 months from the date of issue of completion certificate from the Project Architect / Bank's Engineer.</p>
15	Mode of Submission of the Tender	<p>Financial bids are accepted in Online mode only. No hard copies of financial bids will be accepted/ evaluated by Bank.</p> <p><i>All the scanned copies of Technical bid documents shall be uploaded online before tender closing time.</i></p>
16	Integrity Pact	<p>Each participating bidder shall upload duly signed attached Integrity Pact in <u>envelope no1</u> at the time of submission of bid.</p>
17	Defect liability period	<p>12 months from issue of completion certificate by Bank's</p>

		Engineer/Architect
18	Liquidated damages for non-completion of work within stipulated period.	0.5% per week subject to maximum of 5% of contract value.
19	Terms of Rates	The quoted rates shall be inclusive of all and shall be EXCLUDING OF GST ONLY.
20	Period of honoring interim Certificate	15 Working days after the submission of the interim Bill/ BOQ.
21	Period for honoring final Certificate	30 working days after the submission of the Final measurements/ BOQ.
22	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.
23	A-Class Electrical Contractor	<p>Contractor has to employ "A" Class Electrical contractor after taking prior approval of the credentials of Electrical contractor, for proposed electrical work as per the tender. Contractor has to submit</p> <ul style="list-style-type: none"> • copy of Class "A" license of Electrical Contractor valid as on 11.03.2024. • Certificate on letterhead of Electrical Contractor stating that he has carried out all electrical works mentioned in final invoice.
24	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 Bank's Engineer/Architect before starting the work of such items.
25	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, early morning and Bank holidays. The Bank 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.
26		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.
27		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.
28		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.
29		On completion of work all contractors shall give detailed measurements/ circuit diagram/ List of materials/warranty certificate/ Test reports duly signed and sealed.
30		All hidden measurements must be got checked/ recorded before concealing.
31		All material and makes shall be as per specifications any deviation will not be accepted without written permission of Architect/ Bank's Engineer/Architect.
32	Contact Details of the Bank's Engineer	Er. Sourabh Agrawal (Senior Manager – Civil Engineer), Zonal Office, Central Bank of India, 6 th Floor, 33, Netaji Subash Road, Kolkata – 700001. Mobile No.: 91-7024115115



NOTICE INVITING TENDER

REF. NO.: RO:BSD:2023-24:197

Dated: 05.03.2024

Dear Sir/ Madam,

Reg: Tender for Furbishing (Furniture, Electrical, Data cabling & Air- Conditioning) works at Jaraitola Branch under Regional Office, Guwahati.

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 Department, Regional Office Guwahati, CBI building, 3rd floor, Bhangagarh, Guwahati, District: Kamrup, State: Assam Pin: 781005 on submission of tender's fees or can be downloaded from the link/ Banks' website:-
<https://www.centralbankofindia.co.in/en/active-tender>

and /or on

<https://centralbank.abcpocure.com/EPROC/>

Bids are to be submitted only through ONLINE MODE as per the details mentioned in "Annexure-A" enclosed with this document. Physical / hard copy of financial bids shall be rejected and shall not be considered for further tender processing. Scanned copies of Technical bid documents shall be uploaded/ submitted online.

Scanned copies of technical bid documents shall also be uploaded online. However Financial Bid/ Price Bid shall be submitted only in online mode. No off-line financial bids will be accepted/ evaluated.

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/ mail on working days during Office hours. 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.

3. The Technical Bid envelope should be submitted to the above office on and before 3.00 PM on 11.03.2024. The Technical Bid of tender will be opened at 11:00 AM on 12.03.2024 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 Bank's Civil Engineer/Architect.
7. Validity of the Tender shall be 90 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, Guwahati may be contacted.

**Regional Head
Central Bank of India,
Regional Office, Guwahati**

FORM OF TENDER

Regional Head

Central Bank of India,
Regional Office
Guwahati

Reg: Tender for Furbishing (Furniture, Electrical, Data cabling & Air-Conditioning works at Central Bank of India, Jaraitola Branch under Regional Office, Guwahati.

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, GST, 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 are responsible for any issues related to ESI, EPF, Minimum Wages, Contract Labour or other Labour laws as prevailing from time to time.
6. I /We understand that you are not bound to accept the lowest offer or bound to assign any reasons for rejecting our tender.
7. I /We agree to keep our offer open for 90 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 Govt./ State Govt./ Autonomous Body/ PSU/ PSB/ RBI / Scheduled Private Sector Banks/Scheduled Foreign Banks /Regional Rural Banks, 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 40% (i.e., Rs 3,29,116.00/-) 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 should be either of the following:-
 - a. Three (03) similar completed works costing not less than the amount equal to **40% (Rs 3,29,116.00) of the estimated cost**. or
 - b. Two (02) similar completed works costing not less than the amount equal to **50% (Rs 4,11,396.00) of the estimated cost**. or
 - c. One (01) similar completed work costing not less than the amount equal to **80% (Rs 6,58,233.00) of the estimated cost**.
- 1.3. Have a registered Office in Assam or neighboring Indian states sharing boundary with Assam.
- 1.4. Must have valid PAN and GST registration number.
- 1.5. 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.
- 1.6. **ELECTRICAL INSTALLATION:** *The whole of the Electrical & Data cabling installation shall be carried out by a major registered licensed Electrical Contractor's firm. For this vendor shall either submits his valid "A" Class Electrical Contractors certificate or an agreement with major registered licensed Electrical Contractor's firm for carrying out said proposed Electrical works.*

Notes:

1. Out of the above said completed works, the contractor should have completed in Central/ State Govt./ Autonomous Body/ PSU / Bank / Financial Institutions.
2. Similar Works shall means: Furnishing **(combination of Interior/furniture & electrical** works with data cabling & air-conditioning) works related to new & repair/ renovation of offices/ branches etc. Electrical work must be minimum 25% of total work in each similar work.
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 tender Fee and EMD shall be out-rightly rejected and shall not be evaluated for Technical eligibility, except the MSME vendors.
- 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), Financial Bids of only technically qualified/ pre-qualified Contractors will be opened on the date which will be informed in due course by the Bank.

- 2.5 Work shall be awarded as per evaluation criteria / L1 bidder 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 Number:	
GST Number & certificate:	
Request copies of the Balance sheet:	
Empanelment with the other Companies / PSUs (if any)	
Field of activities:	
Main Activity:	
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:	

FINANCIAL STATUS:-

Sr. no	Financial year	Turnover of the firm (In Rs Lakhs)	Profit/ Loss	Enclose certified copies of audited balance sheets / chartered accountant's certificate.	
				Yes	No
1	2020 – 2021				
2	2021 - 2022				
3	2022 - 2023				

Furnish copies of audited Balance Sheet and Profit & loss account (audited, as applicable) for the last three years.

I/We confirm that to the best of my/our knowledge above information is authentic and accept that any deliberate concealment will result 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 10% OF ARCHITECT'S ESTIMATE, SEPERTATE BOND OF AMOUNT EQUIVALENT TO 10% OF DIFFERENCE OF ESTIMATE & L1 AMOUNT WILL BE REQUIRED FROM TENDRER 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, Jaraitola Branch Office (alternate)

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. Scanned copies of technical bid documents shall be uploaded in online bidding.
2. *Financial bids are accepted in online mode only. Financial bids submitted in hard copy will be rejected and will not be evaluate further. The rates shall be filled online bidding and only as per the Financial/ Price Bid/ BOQ given in the Tender Document.*
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 technical bid document.
6. All pages of this document are to be seal and 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. 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.
16. Joint tenders shall not be considered.
17. 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.
18. 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.
19. 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.
20. 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.
21. The earnest money of the successful tender shall be adjusted in the retention amount.
22. Witness: Witness and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.
23. 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 of Central Bank of India, Jaraitola Branch premises having furniture, electrical, Data, Low Side Air-conditioning etc. works or any other similar work mentioned in BOQ. The work shall be executed as per the directions of Engineer-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's Engineer / Architect.

24. 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.

25. 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.
26. **TRANSFER OF TENDER DOCUMENTS:**
Transfer of tender to another is not permitted in any case.
27. **RETENTION MONEY: 5%** of the cost of duly verified work done.
28. **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.
29. **VALIDITY:** Tenders submitted by Tenderers shall remain valid for acceptance for a period up to the end of 90 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.
30. **RIGHT TO ACCEPT OR REJECT TENDER:** The acceptance of a tender will rest with the Bank 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.
31. **TIME SCHEDULE:** The said works in both the branches shall be completed in **30 days** from the date of commencement of work or within 7 days of issue of work order by Bank whichever is earlier.
32. **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.

33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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.
39. 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 Project **Architect/** Bank's Engineer.

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. Tender shall be invalid unless all rates are filled in financial bid (accepted in Online Mode only). 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 Project **Architect**/ Bank's **Engineer** 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 Guwahati and only Courts in Guwahati shall have jurisdiction to determine the same.

16. Signing of the contract:

16.1 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.

16.2 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 FOR

Articles of Agreement

(On non- judicial Stamp Paper of relevant value by successful bidder as applicable at place of execution)

Made the ____ day of _____ **2024**

Between

CENTRAL BANK OF INDIA.

Business Support Department,

Central Bank of India, Regional Office Guwahati

District – Guwahati, Assam – 781005

(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 & Low Side Air-Conditioning works at Jaraitola Branch

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 **CENTRAL BANK OF INDIA, REGIONAL OFFICE, GUWAHATI, Project's Architect /Bank's Engineer.**

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/Engineer**" in the said Conditions shall mean the said PROJECT **ARCHITECT/Bank's CIVIL ENGINEER** 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.

- As witness our hands this _____ day of _____ 2024

Name & Address

Name & Address

SAFETY CODE

1. First aid box & other safety equipment's including adequate supply of sterilized dressing and cotton wool shall be made available/ used during construction period by Contractor at his own cost.
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. 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.
5. 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.
6. 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.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to tender it unsafe.
8. 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.
9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
10. (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.
11. Hosting machines and take used in the works, including their attachments, anchorage and supports shall be in perfect condition.
12. The ropes used in hosting 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

PROFORMA FOR INTEGRITY PACT

(On non-judicial Stamp Paper of relevant value by all participating bidders as applicable at place of execution)

THIS INTEGRITY PACT is made at _____ on this _____ day of _____ 20____

BETWEEN

CENTRAL BANK OF INDIA, a Government of India undertaking, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Chandermukhi, Nariman Point, Mumbai – 400021 amongst others one of its Regional Office Guwahati, District - Guwahati Assam – 781005. Hereinafter referred to as **“The Bank”**, which expression shall, unless repugnant to the meaning or context thereof, deemed to include its successors and assigns);

AND

_____an Individual/ a proprietor/ a Firm/ a company within the meaning of the Companies act, 2013 having its registered office/ address at _____ (hereinafter referred to as **“Contractor”**, which expression shall, unless repugnant to the meaning or context thereof, deemed to include its successors and permitted assigns);

The Bank and the Bidder are hereinafter collectively referred to as **“the Parties”** and individually as a **“Party”**.

PREAMBLE

- (A) The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder;
- (B) The Bank intends to award, under laid down organizational procedures, contract for refurbishing work at Branch Office situated at Jaraitola, RO Guwahati and for the aforesaid purpose the Bank floated Tender from the interested parties;
- (C) Post evaluation of bids, the Bidder was declared as a successful bidder;
- (D) One of the conditions of TENDER is that the successful bidder is required to sign an Integrity Pact, in a form and manner satisfactory to the Bank;
- (E) Pursuant to the aforesaid condition in TENDER, the Parties enter into this Integrity Pact on the terms and condition stated herein.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER:

Section 1 – Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Bank, personally or through family members, will in connection with the bid / TENDER, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Bank will, during the bidding process treat all bidders with equity and reason. The Bank will, in particular, before and during the bidding process, provide to all bidders the same

information and will not provide to any bidders confidential/ additional information through which the bidders could obtain an advantage in relation to the tender process or the contract execution.

- c. The Bank will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the Bank, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions under the applicable service rules.

Section 2 – Commitments of the Bidder(s)

1. The Bidder(s) commit themselves to take all measures necessary to prevent corruption in their dealings with the Bank. They commit to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind what so ever during the tender process or during the execution of the contract.
 - b. The Bidder(s) will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartels in the bidding process.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder undertakes to exercise due and adequate care lest any such information is divulged.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign Banks, if any.
 - e. The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Bidder and in the agreement entered into by the Bank with the Bidder.
 - g. The Bidder will not collude with the other parties interested in the contract to impair transparency, fairness and progress of the bidding process, bid evaluation, contracting and execution of the contract.
 - h. The Bidder will not misrepresent facts or furnish false/ forged documents/ information in order to influence the bidding process or execution of the contract to the detriment of the Bank.
 - i. The Bidder will not bring any outside influence through any government bodies/ quarters directly or indirectly on the bidding process in furtherance of his bid.

2. The Bidder(s) will not instigate third persons to commit offences or acts outlined above or are an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Bank is entitled to disqualify the Bidder(s) from the tender process or terminate the contract if already signed for such reason and exclude the bidder from future auction processes. The imposition and duration of the exclusion will be determined by the severity of the transgression.

Section 4 - Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages and other actual damages due to the consequential delay apart from any other legal right that may have accrued to the Bank.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Bidder liquidated damages which will be quantified by the Bank.
3. The Bidder shall not be entitled to claim from the Bank any amounts either as damages or otherwise, on account of termination.

Section 5 - Previous transgression

The Bidder (s) declare that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company, in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprises in India or any government department in India, that could justify bidders exclusion from the tender process. The Bidder makes any incorrect statement on this subject, the Bidder can be disqualified from the tender process.

Section 6 - Equal treatment of all Bidders

1. The Bank will enter into agreements with identical conditions as this one with all Bidders.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 -Criminal charges against violating Bidder(s)

If the Bank obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder, which constitutes corruption, or if the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor/Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the MD & CEO of the Bank.

3. The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Bank including that provided by the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality.
4. The Bank will provide to the Monitor information as sought by him which could have an impact on the contractual relations between the Bank and the Bidder in relation to the contract.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the Bank and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner.
6. The Monitor will submit a written report to MD & CEO of the Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to MD & CEO of the Bank, a substantiated suspicion of an offence under the relevant anti-corruption laws of India, and the MD & CEO of the Bank has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission, Government of India.
8. The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the bidder one year after the last payment under the contract, and for all other Bidders 3 months after the contract has been awarded.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the Bank.

Section 10 - Sanction for Violation

1. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Bank to take all or any one of the following actions wherever required:
 - (i) To immediately call off the pre-contract negotiations without assigning any reason.;
 - (ii) To immediately cancel the award/ contract, if already signed, without giving any compensation to the Bidder;
 - (iii) To recover all sums already paid by the Bidder and in case of an Indian Bidder with interest thereon @ 2% higher than the MCLR.
 - (iv) If any outstanding payment is due to the Bidder from the Bank in connection with any other contract for any other purpose, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay the compensation for any loss or damage to the Bank resulting from such cancellation / recession and the Bank shall be entitled to deduct the amount so payable from the monies due to the Bidder.
 - (vi) To debar the Bidder from participating in future bidding processes of the Bank for a minimum period of five years, which may further extended at the discretion of the

Bank.

2. The Bank will be entitled to take all or any of the actions mentioned at 1 above of this Pact against the Bidder or anyone employed by it or acting on its behalf for an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
3. The decision of the Bank to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach Independent External Monitor (s) appointed for the purpose of this Pact.

Section 11 - Other Provisions

1. This Integrity Pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Bank i.e., Guwahati.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder is a partnership or a consortium, this Agreement must be signed by all the partners, consortium members and joint venture partners.
4. Should one or several provisions of this Agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the Parties will strive to come to an agreement to their original intention.
5. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature

(For & on behalf of the Bank)

Office Seal

Name

Designation

Signature

(For & on behalf of the Bidder)

Office Seal

Name

Designation

Witness 1:

(Name & Address)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Witness 2:

(Name & Address)

ANNEXURE-1

(To be submitted with final invoice)

From: The Contractor

.....

.....

To:

Central bank of India,

Regional Office Guwahati

Dear Sirs,

We refer to the tender dated _____ for _____ at the premises mentioned on cover page (page no.1) of the tender. We hereby confirm that we have complied with all formalities in the performance of our contract for the supply of goods and services under all statutes governing the same, Central, State, or Local. We further confirm that we have paid all taxes and duties including sales tax and excise duty in respect of the goods and services supplied to you and undertake to be responsible for the same.

We agree to indemnify and keep you indemnified against any claim or demand and all loss, costs, charges, and expenses incurred or suffered by you as a result of any claim being made by any person in respect of our obligation under the said tender for payment of taxes, duties or otherwise.

Yours truly,

Date: _____

SIGNATURE OF CONTRACTOR WITH RUBBER STAMP

ANNEXURE-2

(To be submitted with final invoice)

From: The Contractor

.....

.....

To:

Central bank of India,

Regional Office Guwahati

Dear Sirs,

We refer to the tender/contract dated _____ for the supply of goods and services to you at your premises of as mentioned on the cover page (page no.1) of the tender. We advise that we are covered under the exemption limit prescribed by the Central Excise Act 1944 and no Excise is payable by us on the goods and services supplied to you. We further confirm that we have complied with all the formalities in the performance of our contract for the supply of goods and services and under all statutes governing the same, Central, State, or local.

We undertake that if any taxes and duties including sale tax and Excise duty in respect of goods and services supplied to you by us are payable, the responsibility of paying the same shall be ours.

We agree to Indemnify and keep you indemnified against any claim or demand and all loss, cost, charges, and expenses incurred and suffered by you as a result of any claim being made by any person in respect of our obligation under the said tender/contract for payment of taxes, duties or otherwise.

Yours truly,

Date : _____

SIGNATURE OF TENDERER WITH RUBBER STAMP

ANNEXURE-3

Confirmation of Acceptance of Tender terms and conditions

(To be signed by the bidder and enclosed along with their offer)

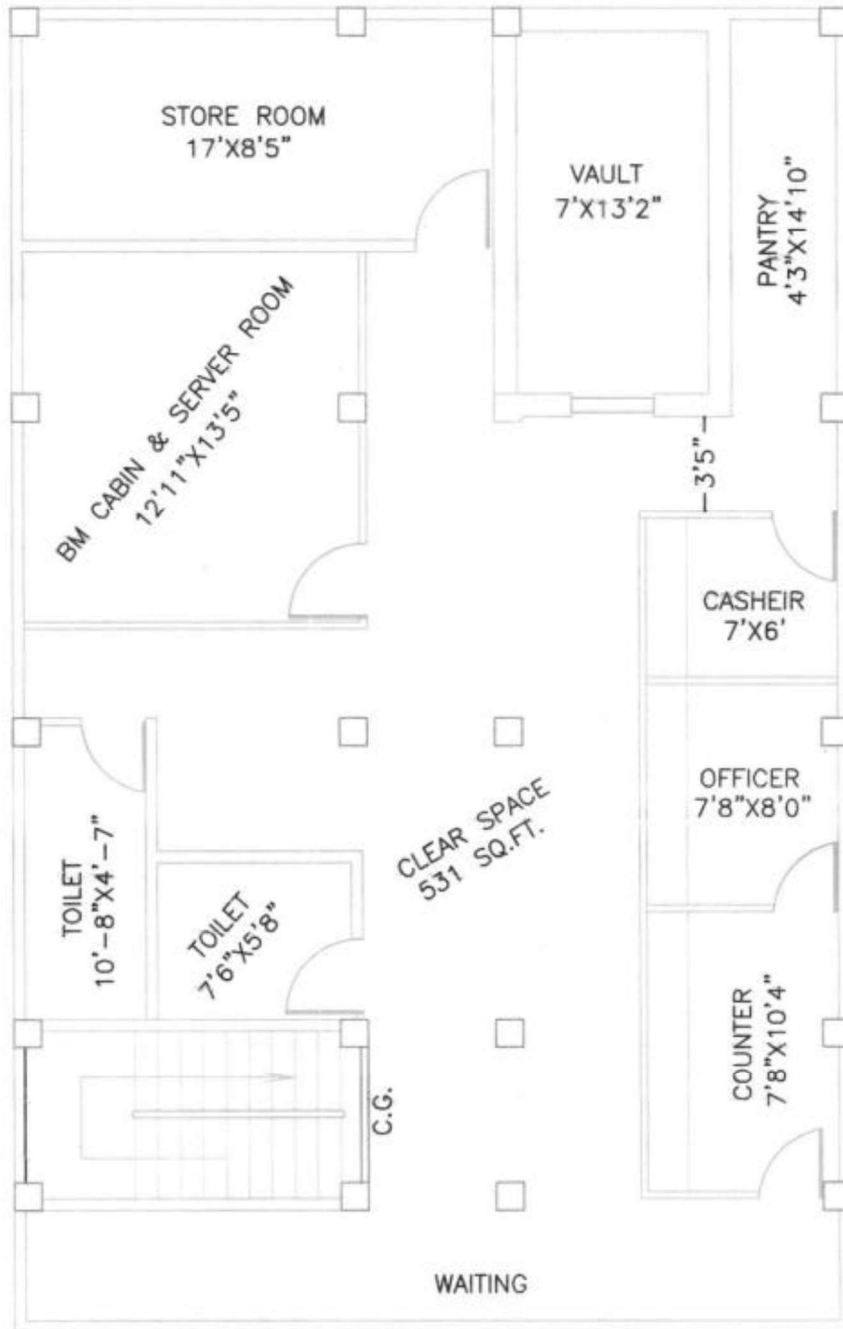
We have studied the terms and conditions of Tender Enquiry including General and Special terms and conditions, the specifications, lay-out drawings, Schedule of Quantities, Commercial terms and conditions, Approved Makes, etc. We are accepting all terms and conditions of the Tender without any deviation. Offer with any deviations from the Tender Enquiry are likely to be rejected. We also understand that the order / s will be placed in the name of principals only and not in the name of their dealer/s. Our quotation is based on the above.

Date: _____

SIGNATURE OF TENDERER WITH RUBBER STAMP

LAYOUT

3' 0"



ROAD



CENTRAL BANK OF INDIA

REGIONAL OFFICE GUWAHATI

CBI building, 3rd floor, Bhangagarh, Guwahati, District: Kamrup, State: Assam

TENDER DOCUMENT

(FINANCIAL BID)

(TO BE SUBMITTED IN ONLINE MODE ONLY)

FOR

Furniture, Electrical, Data cabling & Low Side Air-Conditioning work at Central Bank of India,
Jaraitola Branch, under Guwahati Region