

## सेन्ट्रल बेंक ऑफ़ इंडिया Central Bank of India

## **CENTRAL TO YOU SINCE 1911**

## निविदा प्रपत्र

सेंट्रल बैंक ऑफ इंडिया आंचलिक कार्यालय, पुणे अपने मार्केट यार्ड पुणे स्थित भवन मे नयी लिफ्ट (8 पैसेंजर) का सप्लाइ, इन्स्टालेशन, टेस्टिंग अँड कमिशन करने हेतु प्रतिष्ठित सेवापरदाताओं (OEMs) से निविदा आमंत्रित करता है

निविदाकार का नाम : -	

निविदा प्रस्तुत करने की अंतिम तिथि: 30/08/2024 दोपहर 03:00 बजे तक निविदा खोलने की तिथि ))केवल टेकनिकल निविदा): 30/08/2024 दोपहर 03:30 बजे

प्रि-बीड मीटिंग : 19/08/2024 दोपहर 01:00 बजे

निविदा शुल्क: डिमांड ड्राफ्ट के रूप मे ₹2,000.00 (₹ दो हजार मात्र (अप्रतिदेय )

बयाना जमा राशि: डिमांड ड्राफ्ट के रूप में ₹22,000.00 (₹ बाईस) हजार मात्र)

(MSME exemption shall apply)

आय ई एम का विवरण:-

1) श्री. अनंत कुमार ईमेल :- anant\_in@yahoo.com 2) श्री. जगदीप नारायण सिंह ईमेल :- jagadipsingh@yahoo.com

## सेंट्रल बैंक ऑफ इंडिया,

व्यवसाय सहायता विभाग पहिली मंजिल आंचलिक कार्यालय 317एम जी मार्ग, कैंप पुणे 411001

दूरभाष:- 020-26131611-14

<u>archpunezo@centralbank.co.in</u>; <u>gadpunezo@centralbank.co.in</u>



## **CENTRAL TO YOU SINCE 1911**

Central bank of India invites application from Reputed OEMs for Supply, Installation, Testing and commissioning of New Elevator (8 Passenger) at Bank's building at Plot No 639 to 641 at Market yard, Gultekdi, Pune.

Name of the Tenderer:	 	 	

Last Date of Submission: 30/08/2024 at 3.00 PM

Date of Opening of Pre-Qualification/Technical bid: 30/08/2024 at 3.30 PM

PRE-BID MEETING – 19/08/2024 AT 1.00 pm

Tender fee: ₹ 2,000.00 (Two Thousand Only) non-refundable in the form of DD

Earnest Money Deposit: ₹ 22,000.00 (Twenty Two Thousand only) DD in favour of Central Bank of India, Payable at Pune

(MSME exemption shall apply)

#### **Details of IEM**

1) Shri. Anant Kumar email :- anant\_in@yahoo.com

2) Shri. Jagadip Narayan Singh email:- jagadipsingh@yahoo.com

#### CENTRAL BANK OF INDIA,

General Administration Department, 1<sup>st</sup> floor, Zonal Office, 317, M G Road, Camp, Pune 411001 Ph:- 020-26131611-14

archpunezo@centralbank.co.in; gadpunezo@centralbank.co.in

#### NOTICE INVITING TENDER

DATE: 08/08/2024

ZO/PUNE/BSD/2024-25/111

Dear Sir/ Madam,

Reg:- Central bank of India invites application from Reputed OEMs for Supply, Installation, Testing and commissioning of New Elevator (8 Passenger) at Bank's building at Plot No 639 to 641 at Market yard, Gultekdi, Pune.

Central Bank of India, Zonal Office Pune invites tender for Supply, Installation, Testing and commissioning of New Elevator (8 Passenger) at Bank's building at Plot No 639 to 641 at Market yard, Gultekdi, Pune from reputed and established Original Equipment Manufacturers (OEMs) who have a considerable experience in the relevant field and who qualifies in Prequalification criteria set by the Bank. The tender is Techno-Commercial assessment (2 Bid system) for selection and engagement of OEM for execution of above said work.

The tenders will be issued by Bank from 09/08/2024 during working hours (10 AM to 5 PM) from our office at Zonal office, 1<sup>st</sup> floor, 317, M G Road, Camp, Pune 411001 on payment of tender fees (non-refundable) of ₹2000.00 (₹Two thousand only) in the form of draft in favour of "Central Bank of India" payable at Pune. Tender details are also available on Govt portal (CPPP) and on Bank's website <a href="www.centralbankofindia.co.in">www.centralbankofindia.co.in</a>

The Tenders should be submitted in two Separate envelop No. 1 (Technical Bid) containing Tender fee, Earnest Money Deposit, technical specification and Terms & Conditions of Tender duly signed on each page & Envelop No. 2 (Price Bid) containing schedule of work/specification & rates for the above mentioned work. The specifications, conditions of contract and schedule of work be carried out are enclosed herewith.

Please Note that the Bank does not bind itself to accept the lowest or any Tenders and reserve itself the right to accept/reject any or all tenders either in whole or in part, without assigning any reason for doing so.

The tender (both envelops) duly filled in and signed on each page shall be submitted in sealed cover marked as technical bid and Financial bid, clearly subscribing the name of the said work, to Asst General Manager-BSD, Central Bank of India, Zonal Office, 317, MG Road, Camp, Pune 411001 so as to reach us not later than 3.00 p.m. on 30/08/2024. Late tenders are liable to be rejected.

Pre-Bid meeting is scheduled on 19/08/2024 at 1.00 PM.

The tender should be submitted along with the earnest money deposit demand draft of amount ₹22,000/- (₹ Twenty Two Thousand only) in favour of "Central Bank of India" payable at Pune. The earnest money deposit of unsuccessful tenders shall be returned after finalization of the bidder mostly within 30 days from the date of opening of tenders. No interest shall be paid on the earnest money deposit amount. Exemption in Tender fees and EMD is applicable as per MSME rules.

For any further information on the tender, Business Support department at Zonal Office, Pune may be contacted (Ph. No.020- 26131614; extension 124).

(Sunil Pandey)
Asst. General Manager- BSD
Zonal Office, Pune

#### 1. Disclaimer

- 1.1. The information in this NIT document or information provided subsequently to Bidder (s) whether verbally or in documentary form/email by or on behalf of Central Bank of India, is subject to the terms and conditions set out in this tender document.
- 1.2. This tender is not an offer by Bank, but an invitation to receive responses from the eligible Bidders. No contractual obligation shall arise from the tender process unless a formal contract is signed and executed by duly allowed official (s) of Central Bank of India with the selected Bidder.
- 1.3. This tender provides the Bidder (s) with information to assist the preparation of their Bid proposals and may not contain all the information each Bidder may require. Each Bidder should conduct its investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and where necessary get independent advice/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.
- 1.4. Central Bank of India, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained or deemed to form or arising for participation in this bidding process.
- 1.5. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from a reliance of any Bidder upon the statements in this tender.
- 1.6. This tender does not imply that Central Bank of India is bound to select a Bidder for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids, assigning no reason.
- 1.7. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a bid not substantially responsive to the bidding document will be at the Bidder's risk and may cause rejection of the Bid.

### **General Instructions to Bidders**

- 1. The Firms which are complying with the pre-qualification criteria detailed in these documents only are eligible to participate in this Tender.
- 2. Scope of work involves taking the design based upon the parameters furnished and based on verification of actual site conditions, manufacture, testing at shop, supply, Installation, testing at site and commissioning the specified Elevator System, along with its allied works etc. which are fully described in the scope of work and technical specifications.
- 3. Tender documents consisting of specifications, schedule of quantities of various items of work to be done and the set of terms and conditions of Contract to be complied with by the Contractor whose Tender may be accepted can be downloaded from the Bank's website.
- 4. The tender should be submitted along with tender fees (non-refundable) of ₹2000.00 (₹Two thousand only) and earnest money deposit of amount ₹22,000/- (₹ Twenty Two Thousand only) in the form of Demand Draft in favour of "Central Bank of India" payable at Pune. The earnest money deposit of unsuccessful tenders shall be returned after finalization of the bidder mostly within 30 days from the date of opening of tenders. No interest shall be paid on the earnest money deposit amount. Exemption in Tender fees and EMD is applicable as per MSME rules.
- 5. The Tender has to be submitted in Two sealed envelopes and should be placed in a single third sealed cover, with the name of the project super scribed on the envelope mentioning "Supply, Installation, Testing and commissioning of New Elevator (8 Passenger) at Bank's building at Plot No 639 to 641 at Market yard, Gultekdi, Pune". Envelope containing Technical Bid is to be super scribed as "Technical Bid" and the envelope containing price bid should be super scribed as "Price Bid" as the case may be and submitted on or before the prescribed date and time detailed out in this tender.
- 6. In case, the date mentioned above declared as holiday after publication of this tender, the tenders will be opened on the next Working day at the same time. The date of opening the price bid will be intimated subsequently only to such Bidders whose technical bids are found qualified as per the prequalification terms and conditions. The Tenderers are requested to be present during the opening of the Tender in their own interest.
- 7. The first envelope super scribed as 'Technical Bid' should be submitted in a sealed envelope Containing all the following details/Documents/enclosures:- All the schedules of the Tender document, Tender drawings if any, Elevator layout & technical details of the proposed Elevator with its components & all other attachments. Unpriced but signed blank copy of price bid indicating only quoted / not quoted in the relevant column (Rate/Amount column). This is to ascertain that the Tenderer has quoted against all relevant items in order. If the priced bills of quantities are enclosed in the envelope containing Technical Bid then, the Tender will be disqualified and rejected summarily.
- 8. The technical features/brochures of the Elevator system and such other details/data required for the technical evaluation of the entire system offered. (It is essential that any technical information considered useful should be furnished at the first instance itself in this envelope and at latter date any additional or supplementary information shall not be entertained unless it is found necessary and sought by the Company in the form of written clarification to clear any pertinent doubts.
- 9. It is the responsibility of the Tenderer to check any correction or any modifications published

subsequently in Web Site and the same shall be taken into account while submitting the Tender. Tenderer shall take a printout of the Corrigendum (if any) and sign the same and should be attached to the main Tender document. Tender Documents unaccompanied by the published corrigendum will be liable for rejection. The Company will not be responsible for any postal delays/delay in downloading of Tender document from the Internet.

- 10. If any of the conditions of the Tender are not acceptable for Tenderer, it should be specially brought out in the covering letter accompanying the Tender Document and should not be altered in the Tender documents. No deviations, whatsoever to Company's standard Tender conditions will be accepted. (Conditional Tender will not be accepted).
- 11. The second envelope super scribed as "Price Bid" should be sealed and submitted on the same given date and time simultaneously along with Technical Bid. Non submission of the separately sealed Price Bid along with Technical Bid shall automatically render the entire Tender being rejected. The Price Bid envelope should contain 'Price Bid' duly filled in Bill of quantities (enclosed in the Tender document) with values written in both words and figures, and as detailed elsewhere in the Tender documents.
- 12. The Contractors should quote in figures as well as in words the rate Tendered by them. The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools & plant, carriage & transport, supervision, overheads & profits, mobilization, all taxes, insurance and other charges whatsoever including any anticipated or unanticipated difficulties or incidental charges etc. complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable. However any letters by Bank as required for the same and any official charges/fees shall be Bank's responsibility.
- 13. The Contractor, whose Tender is accepted will be required to furnish performance guarantee by way of initial security deposit for the due fulfilment of his Contract. The security Deposit shall be collected and repayable as detailed in General Conditions of the Contract
- 14. The EMD of the Contractor whose Tender is accepted, shall be forfeited in full in case he does not remit the Initial Security Deposit (EMD) within the stipulated period or start the work by the stipulated date mentioned in the award letter.
- 15. The acceptance of a Tender will rest with the Bank which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the Tenders received without assigning any reason. Any Tenders in which any of the prescribed conditions are not full filled or are incomplete in any respect are liable to be rejected. The Bank reserves the right to accept the Tender in full or in part and Tenderer shall have no claim for revision of rates/ other claims if his Tender is accepted in part.
- 16. No corrections such as cuttings, interpolations, omissions and over-writings in the Tenders. However if any minor corrections such as cuttings, interpolations, omissions and over-writings shall be signed by the Tenderer.
- 17. GST, works contract tax, vat or any other tax, any royalties, duties, levies, cess, entry tax, Octroi, profession tax, turnover tax, service tax, insurance or of like on material or finished work in respect of this Contract shall be payable by the Tenderer and the Bank will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently.

- 18. The Tender for the works shall remain open for acceptance for a **period of 120 days** from the date of opening of Tenders. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.
- 19. Further the Tenderer shall agree that until a formal agreement on stamp paper is prepared and signed, this Tender Document shall constitute a binding Contract between the Tenderer and the Bank.
- 20. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the site and dimensions, the means of access to the site, and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender.
- 21. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a Tender by a Tenderer implies that he has read this notice and all other Contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

#### **Method of Evaluation of Tender:**

- 1. The evaluation will be based on the Pre-qualification criteria & technical specifications detailed in these documents, Tenders of the firms which meet the prequalification criteria and technical specifications will only be considered. After the above evaluation, if necessary after discussions with the Tenderers, such of those Tenderer found technically acceptable will be short listed and their envelope containing "Price Bid" shall be opened on a given date and time in the presence of the short listed Tenderers with prior notice to them. The Tenderers are expected to attend the Tender opening and their inability in participating will not in any way prevent the Bank undertaking the opening of the Bids.
- 2. In case of other unsuccessful Tenderers in the technical Bid evaluation, the sealed Price bid along with EMD (if submitted) shall be returned treating it individually. The Bank reserves the right to accept or reject any of the offers without assigning any reason and no dispute or negotiation will be entertained in this regard. The Bank's decision will be final in the matter.
- 3. The notice inviting Tender, general rules & instructions for the guidance of Tenderers shall form a part of the Contract document. The successful Tenderer/Contractor, on acceptance of his Tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work sign on a stamp paper the Contract consisting of:
  - a. Standard form of Agreement on stamp paper of value as specified in the statute.
  - b. Notice inviting Tender, all the documents including Tender drawings, if any, forming the Tender as issued at the time of invitation of Tender and acceptance thereof together with any correspondence leading thereto. General conditions, Schedules leading to Technical Specification, Special Conditions, Technical Brochures in schedules submitted by the Tenderer etc., Price Bid / Schedule of quantities, Bill of Quantities.

The firms shall submit along with Tender the copies of all documents supporting their firm's compliance to the pre-qualification criteria. The Tenders will be evaluated based on the documents received along with Tender, and no correspondence will be entertained. The Tenders submitted by the firms without enclosing all the prescribed documents shall not be considered for evaluating their eligibility criteria. As such firms are advised to submit the required documents/information in complete shape.

A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the Contract documents. 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 the commencement of work or which in the opinion of the Bank might be deemed to have reasonable inferred to be so existing before commencement of work.

Submission of a Tender by a Tenderer implies that he has read this notice and all other Contract documents and has made himself aware of the scope and specifications of the work to be done and other factors having a bearing on the execution, of the work.

The Bank is not bound to accept the lowest or any other Tender and reserves to reject any or all the Tenders received without the assigning any reason.

Any Tender in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Tenderer shall be summarily rejected.

The Bank reserves the right to modify any of the pre-qualification criteria.

Power of attorney as required under the rules for signing and submission of Tender documents is to be submitted along with the Tender. The Tenderer to sign all the pages of the Tender document at bottom right hand corner of every page of Tender document in token of acceptance of Tender conditions and for the purpose of identification.

## Tender Part A — निविदा भाग ए (TECHNICAL BID /तकनीकी बोली)

## PRE-QUALIFICATION CRITERIA

- 1. The item rate offers from intending and eligible Original Equipment Manufacturers (OEMs) of passenger Lifts (Elevators) bidders
  - (i) M/s Mitsubishi
  - (ii) M/s Schindler
  - (iii) M/s OITS
  - (iv) M/s Kone
  - (v) Or Any other Equivalent OEMs

are invited under in the prescribed forms and format only for Supply, Installation, Testing and commissioning of New Elevator (8 Passenger) at Bank's building at Plot No 639 to 641 at Market yard, Gultekdi, Pune as described under scope of services in the bid document.

Bidder means the individual, proprietary firm, firm in partnership, limited company privateor public or corporation. Joint Venture Firms / Companies are not eligible for participating in this bid.

During technical bid opening, The Contractor shall give presentation on the similar type of works executed by him and the procedure he/she will adopt for execution of above said repairing work.

SN	Minimum eligibility criteria	<b>Documents required</b>
1.	The applicant should be a well-established and reputed OEM firm/ proprietorship firm specialized in dealing with	Firm registration certificate/ Firm/ partnership deed
	SITC of Elevators in India and shall have minimum experience of 20 years in the same field.	
2.	The applicant should have satisfactorily completed 'similar' works of magnitude as specified below during the last 7 years ending 31/03/2024  (i) One similar completed work, costing not less than ₹ 8.80 Lacs, or	Their completion certificate along with cost of the work, period and nature of work, performance duly signed by competent authority of the concerned department should be furnished
	<ul> <li>(ii) Two similar completed works, each costing not less than ₹ 5.50 Lacs, or</li> <li>(iii) Three similar completed works, each costing not less than ₹ 4.40 Lacs</li> </ul>	Additionally, committee may, at its own discretion visit the site/s.
3.	The applicant should have average annual financial turnover of ₹50 Lacs in civil works during the last Five FY ending 31/03/2024	Relevant documents to be submitted

SIGNATURE OF CONTRACTOR WITH DATE & SEAL

# Annexure B Details of Company owned Servicing Set-up in Pune.

1 Name of the Company /organisation with Address  2 Year of Establishment a) Status of Establishment (Proprietary/Partnership/Public/Private Company)  b) Place of Regional Office/Registered Office with Address, Telephone No. , Email, Website if any.  c Branch Office in Pune with Address, Telephone No. , Email, Website if any.  4 Name of Chief Executive at Pune Office with complete contact details  5 Name of the person in charge of Maintenance section at Pune Office with complete contact details.  6 Name and Telephone/Mobile of maintenance persons during non-office hours and on holidays in case of emergency.			
2 Year of Establishment a) Status of Establishment (Proprietary/Partnership/Public/Private Company) b) Place of Regional Office/Registered Office with Address, Telephone No. , Email, Website if any.  c Branch Office in Pune with Address, Telephone No. , Email, Website if any.  4 Name of Chief Executive at Pune Office with complete contact details  5 Name of the person in charge of Maintenance section at Pune Office with complete contact details.  6 Name and Telephone/Mobile of maintenance persons during non-office hours and on holidays in case of	1	Name of the Company /organisation	
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with complete contact details  5 Name of the person in charge of Maintenance section at Pune Office with complete contact details.  6 Name and Telephone/Mobile of maintenance persons during non-office hours and on holidays in case of		Telephone No. , Email, Website if any.	
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6 Name and Telephone/Mobile of maintenance persons during non-office hours and on holidays in case of		Maintenance section at Pune Office	
maintenance persons during non-office hours and on holidays in case of		with complete contact details.	
hours and on holidays in case of	6	Name and Telephone/Mobile of	
		maintenance persons during non-office	
emergency.		hours and on holidays in case of	
		emergency.	

#### **Processing the Tender Document**

The Envelope containing technical bids would be opened by the Committee. In case the cover 'A' does not contain a Pay Order/Demand Draft towards Earnest Money Deposit and Tender Fee, their offer would be rejected (MSME exemption for tender fee and EMD shall apply)

Each and Every aspect of the Technical specifications/configurations would be discussed with the representatives of the short-listed vendors by the Bank. The specifications in minute detail would be discussed and the final technical Specifications/Configuration would be frozen. The Pre-Bid Meeting will be held at our Zonal Office at 317, MG Road, 1<sup>st</sup> floor, Camp Pune 411001

Any commercial bid incomplete in any respect would not be considered.

The vendors are requested to ensure the inspection of site by their representatives.

#### **ROYALTIES AND PATENTS:**

Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Bidders shall protect the Company against any claims thereof.

#### **AGREEMENT:**

The successful bidder shall enter into a detailed Agreement for the above mentioned work, with the company.

The Technical Bid should contain the following Documents:

- a) EMD
- b) Tender Fee
- c) All the documents mentioned in the tender.

#### **PAYMENT TERMS:**

- a) 30% on Order reception.
- b) **50%** on delivery of all the materials at site and submission of proof of delivery/delivery challan.
- c) **20%** after satisfactory installation and commissioning, successful installation will include handing over to the Bank along with License from Electrical Inspector (Lift), Mumbai.
- d) All the expenses towards license procedures would be borne by Bank. The vendor should facilitate in obtaining the license.
- e) Final Payment: The Tenderer shall submit the final bill in the same manner as specified in interim bills within one month of physical completion of the work or within 15 days of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the Tenderer after submission of the final bill or on acceptance of the final payment and these shall be deemed to have been waived and extinguished. The final payment is subject to deduction of Total Security Deposit to be retained during the defect

liability period and other statutory taxes at source as described in the condition of contract.

#### 1 GOVERNMENT AND LOCAL RULES:

The Contractor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and of any Company whose system and design is proposed to be connected / utilized. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities and shall indemnify the Bank against such liabilities and shall defend allactions arising from such claims or liabilities.

#### 2 TAXES AND DUTIES:

- GST or like or anyother taxes or local charges like octroi, entry tax etc. if applicable. No extra claim on this account will in any case be entertained. However, pursuant to the Constitution, if any further new tax, royalties cess or levy is imposed by Statute, and any Central Excise Duty by the Central Government on the Main Equipment and not on any type of sub-components or material involved in its manufacture or on installation materials like ducting, insulations, piping or electrical cabling, its switch gears etc., after the date of receipt of Tenders, and the contractor there upon necessarily and properly pays such taxes / levies the Contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Bank (whose decision shall be final and binding on the Contractor) attributable to delay in execution of work within the control of the Contractor. Bank and shall be binding on the Contractor even without the claim by the Bank.
- 2.2 The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Bank and / or the Engineer-in-charge and further shall furnish such other information / document as the Bank may require from time to time.
- 2.3 The Contractor shall, within a period of 30 days of the imposition of any such further tax / levies, described above, give a written notice to the Bank that the same is given to pursuant to this condition, together with all necessary information relating thereto.

#### 3 EARNEST MONEY, INITIAL SECURITY DEPOSIT, RETENTION MONEY & TOTAL SECURITY DEPOSIT

- 3.1 Earnest Money Deposit: The Tenderer will have to deposit the specified amount of earnest money as detailed in the notice inviting Tender at the time of submission of Tender. No interest will bepaid on the earnest money. The earnest money of unsuccessful Tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the Tender. In case of successful bidder, the EMD will be adjusted towards the total security deposit.
- 3.2 **Retention Money:** A sum 8% (Eight Percent) of the Gross Value of each interim/final bill shall be deducted as retention money.
- 3.3 Total Security Deposit: The EMD and Retention Money will form the Total Security Deposit will be maximum of 10% of contract value.

- 3.4 **Repayment of Total Security Deposit**: This amount will be refunded to the contractor as detailed below:
- 3.4.1 50 % of the Security Deposit (i.e. 5%) will be refunded to the Contractor/Tenderer subject to the following conditions:
  - a) Issue of Virtual Completion Certificate by the Bank's engineer-in-charge or Department in-Charge.
  - b) Contractor should remove all their materials, equipment, labour etc. from the site.
  - c) Contractor Should have completed all the necessary testing, complied with the inspection remarks & its rectifications if any, submission of all the required particulars, completion drawings, manual of operation & maintenance, relevant lift license, all approvals, test certificates and such other particulars.
  - d) The remaining 50% of the TSD shall be refunded after the end of Defect Liability Period of one year provided the Contractor has satisfactorily carried out all the works and attended to all defects in accordance with conditions of the Contract. No interest is allowed on retention money. Contractor has the option to provide Company Guarantee as per Bank's format in lieu of cash retention.

#### 4 CONTRACTOR TO PROVIDE EVERY THING NECESSARY

- **9.1** The Tenderer shall take full responsibility for adequacy, suitability and safety of all the design, works and methods of design / installation.
- 9.2 The Bank shall on no account be responsible for the expenses incurred by the Contractor during the progress of work at site, towards any incidental expenditure like accommodation, medical amenities to the workers at site, security arrangements etc. The Bank shall not be responsible for the safety of the workers at site either on account of the works executed by the Contractor or on account of the works executed by any other agency involved at that time.
- 9.3 The Bank on no account shall be responsible for storage of materials or loss or pilferage or theft either in respect of the material stored or material already billed and paid for by the Bank.
- 9.4 Any facilities available at site shall be utilized only with prior permission of the Bank and it should not be taken as granted for availing such services.

#### 5 TIME OF COMPLETION, EXTENSION OF TIME:

- 10.1 **Time of Completion:** The entire work is to be completed in all respects within the stipulated period of **Three months**. The work shall be deemed to commence within **14 days** from the date of acceptance letter/date of work order. Time is the essence of the Contract and shall be strictly observed by the Contractor. Thework shall not be considered as complete until the Bank have certified in writing that the work has been virtually completed and defect liability period one year shall commence from the date of such certificate.
- 10.2 **Extension of Time:** The time allowed for execution of the Works by the Contractor as specified or the extended time inaccordance with these conditions shall be the essence of the Contract. If the Contractor commits default in the execution of the work as aforesaid, the Bank shall without prejudice to any other right or remedy available in law is at liberty to forfeit the earnest money absolutely.

Request for extension of time, to be eligible for consideration, shall be made by the Contractor to the accepting authority in writing within fourteen days of the happening of the event causing delay. The Contractor shall also, if practicable, indicate in such a request the total period for which

extension is desired, overlapping period, if any, with earlier events causing delays.

In such case the authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Bank in writing. Non application by the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Bank and this shall be binding on the Contractor.

The decision of the Bank for an extension of time for completion hereunder (which decision shall be final and binding on the Contractor) shall be promulgated on completion of the work or at the conclusion of such events based on which the extension of time was sought by the Contractor, and the Bank shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause with respect to payment of Liquidated Damages shall, in such case, be read and construed as if the extended date fixed by the Bank were substituted forand the damage shall be deducted accordingly.

6 TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS: The Contractor shall make use of existing facilities with due permission of the Bank for Storage of materials at site, but watch & ward arrangements for the safety of materials shall be the responsibility of the Contractor.

## 7 Labour Legislation :

- a) The Tenderer shall comply with the provisions of the Apprentices Act 1961, payment of Wages Act1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, and the Contract Labour (Regulation and Abolition) Act 1970, Provident Fund Act or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- b) The Tenderer shall indemnify and keep indemnified the Bank against payments to be made under and for the observance of the laws aforesaid and the Contractors' Labour Regulations without prejudice to his right to claim indemnify from his subcontractors. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- c) The Tenderer shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the Tenderer or his Sub-Contractors.
- d) The Tenderer shall be fully responsible at his own expenses for compliance all the labour regulations and rules to be observed by him and his sub-contractors. The Tenderer shall fully indemnify the Bank against any action by the state and/or Central Government for any default or alleged default by the Tenderer, Sub-contractor for violation of any of such rules and regulations. If, due to any default of the Tenderer or his sub-contractors, the Bank has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, the Bank shall be

entitled to recover from the Tenderer all such expenditure in full from any payment due to the Tenderer.

#### 13. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

#### 13.1 Damages to persons:

- i. The Tenderer shall be responsible for all injury to the work or to workmen, to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any subcontractor or of any of his or a sub-contractors employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Contract.
- ii. The Tenderer shall at his cost effect the insurance necessary and indemnify the Bank entirely from all responsibility in this respect. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, all medical expenses, compensation to be borne in the event of accident etc., damage or loss to the Contract itself till this is made over a complete state. Insurance is compulsory and must be affected from the very initial stage and should cover the entire contract period till handing over of complete works. The Contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this Contract.
- iii. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim for damages from any sums due or to become due to the Contractor.

#### 14. LIQUIDATED DAMAGES

14.1 If the Contractor fails to complete the work by the scheduled date of completion or within any sanctioned extended time, he/she will have to pay 0.5% of the accepted Tender amount per week as Liquidated Damages for each week beyond the schedule date of completion or the extended period of completion, works remaining incomplete. The maximum liquidated damages recoverable shall be 10.0 % of the accepted Tender amount.

14.2 The Bank shall have the right to adjust, / set-off against any sum payable to the Contractorunder this or any other Contract with the Bank anywhere in India/outside India.

#### 15. VARIATION / DEVIATION

The Tendered rates shall hold good for any variations in the Tendered quantities for legitimate completion of works as per original design on account of any modification in the bill of quantities. The discretion of purchasing/finalizing the number of elevators shall remain with the Bank. As regards purchasing / finalizing the number of elevators, the decision of the Bank. Shall be final.

#### 16. DEFECT AFTER COMPLETION:

The contractor shall make good at his own cost and to the satisfaction of the Bank all effects, or other faults which may appear during the defect liability period.

In case of specialized work based on the contractors own design and their standard manufacturing product incorporated in the works and in the event of the design of the system being defective or any components used found to be defective on account of manufacturing defects or otherwise forcing, any improvement thereof to be implemented or undertaken to rectify such inherent defects, notwithstanding additional cost of components or design modification, they shall be undertaken at contractor's own cost.

In default, the Bank may employ and pay other agency or persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto such expenses shall be made good and borne by the contractor failing which the same shall be recoverable from the payment due to the contractor and in the event of amount retained being insufficient, recover the balance from the contractor from the amount retained together with any expenses the Bank may have incurred in connection therewith.

#### 17. SUSPENSION OF WORKS:

If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and doesnot remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Bank subject to other provisions contained, the Bank may without prejudice to his any other rights or remedy against the Tenderer in respect of any delay in commencing, completing the work may serve notice in writing absolutely determine and cancel the Contract.

#### 18. **SETTLEMENT OF DISPUTES**:

It shall be an inseparable part of the contract that in matters regarding quality of materials, workmanship, removal or rejection of improper work, interpretation of the drawings and specifications, measurements of materials and/or items of work, mode of procedure and carryingout of the work, the decision of the Bank which shall be given in writing, shall be final, conclusive and binding on the Tenderer.

Upon receipt of such written instructions or decision, the Tenderer shall promptly proceed without delay to comply with such instructions or decisions. If the Employer fails to give his instructions or decision in writing within a period of two months after being requested or if the Tenderer is dissatisfied with the instructions or decision of the Employer, the Contractor may within 30 days appeal to the Deputy Zonal Manager, Zonal Office Pune, who shall accord an opportunity to the Tenderer to be heard and to offer evidence in support of his appeal. If he is dissatisfied with this decision, the Tenderer shall within a period of thirty days from receipt of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive and not referable to adjudication by the Arbitrator.

### **TECHNICAL SPECIFICATIONS**

Product	As per Vendors Specification
Capacity(Kgs)	08 Passenger (540-600 Kgs)
Speed	1.00 m/s
Rise	10.35 Meters Approx.
Stops	04 stops all opening on the same side
Power Supply	400/415 Volts (3 Phase AC)
Operation	Full Collective Operation
Car Group	Single Car
Machine	Gearless
Traction Media	Flat Coated Steel Belt/ Rope
Car finish	All car walls and ceiling - Stainless steel
	hairline finish.
	Rear wall Stainless steel (304) mirror finish
	Ceiling- Stainless steel hairline finish. With
	suitable company fitted lights.
	Provision for CCTV inside the Car
Ventilation	Cross Flow Fan
Handrails	Stainless Steel- Hairline finish
Flooring	Floor – Factory fitted Granite/ Granamite
	floor with flush SS hairline skirting
Car Door finish	Stainless Steel – Hairline finish
Landing Door Finish at all levels	Stainless Steel– Hairline finish
Car Dimensions	As per site
Car Door	Door centre opening, 2 panels
CAR Position indicator	LCD display inside and all landings.
Hall fixture Face Plate	Stainless Steel- Hairline finish
Hall Button Arrangement	Mechanical push buttons St.st.AISI304 sandblast
	Braille Buttons
Communication Option	Intercom TAI 1; 3 ways Provision for CCTV Interface Remote Monitoring Device Alarm by

	horn in hoistway
Others	ARD, Anti-Nuisance Car Call Protection,
	overload device, Door nudging operation,
	emergency call light unit, Infrared curtain
	Door Protection, Door Time Protection,
	Emergency Alarm Button, Door Open/close
	Button, Manual Rescue Operation, Belt
	inspection Drive, Auto Fan cut off ,three way
	intercom etc.

All Civil works as required on site would be done by Bank to facilitate the installation of the new elevator.

#### **INTEGRITY PACT**

#### Between

Central Bank of India hereinafter referred to as "The Principal",

And										
				he	ereinaft	er refe	erred to	as "The Bidder/	Contractor"	
					ļ	Pream	<u>ıble</u>			
The	Principal	intends	to	award,	under	laid	down	organizational	procedures,	contract/s

Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the

for......The Principal 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

#### Section 1 – Commitments of the Principal

principles mentioned above.

- (1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for , 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 Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### Section 2 – Commitments of the Bidder(s)/contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal'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 whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, 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 cartelisation in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7)
- e. The Bidder(s)/ Contractor(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.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(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 Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 8-17).

#### Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal 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) / Contractor(s) / Subcontractor(s)

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

#### Section 8 – Independent External Monitor / Monitors

- (1) The Principal 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. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.
- The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an

- impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal 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, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA 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 Commissioner.
- (8) The word "Monitor" would include both singular and plural.

#### Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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 Chairman & Managing Director of CENTRAL BANK OF INDIA.

#### Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made

  In writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (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 intentions.

(5) In the event of any contract Clause in the Integrity Pact	diction between the Integrity Pact and its Annexure, twill prevail."
(For & On behalf of the Principal)	(For & On behalf of Bidder/ Contractor)
(Office Seal)	(Office Seal)
Place	
Date	
Witness 1:	
(Name & Address)	
Witness 2:	
(Name & Address)	

# Tender Part B — निविदा भाग 'बी' (FINANCIAL BID /वित्तीय बोली)

## Supply, Installation, Testing and commissioning of New Elevator (8 Passenger) at Bank's building at Plot No 639 to 641 at Market yard, Gultekdi, Pune

		T	T
Description	Qty	Rate (Rs.)	Amount(Rs.)
Basic Price for supply,installation,testing and	1		
Commissioning of Lift including detailed			
specification and scope of work as per			
technical bid			
tecinical bid			
Add Taxes as applicable			
TOTAL			
TOTAL PER UNIT			
Rupees in Words :		L	L
NOTE: NO variation other than GST will be navak	alo		
NOTE: NO variation other than GST will be payab	JIE.		

Date:	

**SIGNATURE OF TENDERER** 

WITH RUBBER STAMP

Confirmation of Acceptance of Tender terms and conditions
(To be signed by the bidder and enclosed along with their offer in a separate envelope)
We have studied the terms and conditions of Tender Enquiry including General and Special terms and conditions, the specifications, layout 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

## **DECLARATION**

	I / We hereby declare that I / We have read and understood the Terms and Conditions of the contract, Specifications, Drawings, Schedule of Quantities etc. and hereby agree to abide by them. In token thereof, I / We have signed below and at the end of the Schedule of Quantities, failing which the tender is liable to be rejected.
	I / We understand that our Tender will not be considered if the rates for items are not written both in FIGURES and WORDS.
	I / We hereby confirm that only the relevant entries asked for, have been made within the Tender documents issued to us. I / We also confirm that in the event of any entry in this Tender document other than the relevant entry or condition shall make this Tender invalid.
[	Date :
	SIGNATURE OF TENDERER
	WITH RUBBER STAMP