



## **CENTRAL BANK OF INDIA**

**FIFTH FLOOR, REGIONAL OFFICE - GUNTUR, CENTRAL BANK OF  
INDIA, STANDARD BUILDING, BOMMIDALA COMPLEX,  
NAGARAMPALEM, GUNTUR - 522004**

**TENDER FOR PROPOSED FURNISHING, ELECTRICAL AND DATA  
CABLING WORK OF INTERIORS OF CENTRAL BANK OF INDIA,  
KADAPA BRANCH, D.NO-42/31, 42/32, 42/83, NGO COLONY, JAYA NAGAR  
COLONY, KADAPA**

**Independent External Monitor**

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## **NOTICE INVITING EOI**

Central Bank of India, a body corporate constituted in India under the Banking Companies (Requisition and Transfer of Undertaking) Act 1970 having its Head Office at Chandra Mukhi, Nariman Point, Mumbai - 400021 hereinafter called "Bank" invites **TENDER FOR PROPOSED FURNISHING, ELECTRICAL AND DATA CABLING WORK of INTERIORS of CENTRAL BANK OF INDIA, KADAPA BRANCH, D.NO-42/31, 42/32, 42/83, NGO COLONY, JAYA NAGAR COLONY, KADAPA**

Tendering shall be conducted in accordance with Open Tender procedures of the Bank. Prospective bidders must take note of the qualification requirements as specified in the tender documents. Bidders must submit tender fees in person (as applicable) specified in the tender document.

A complete set of tender documents may be obtained from below link:

<http://www.centralbankofindia.co.in/en/active-tender>

AND / OR on

<https://centralbank.abcprocure.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 bids shall be rejected and shall not be considered for further tender process.**

**Tender fees are to be submitted at above address before the last date of Online Tender bid submission.** Any tender not accompanied with the specified tender fee unless otherwise exempted shall be rejected.

### **Type of Bid : Two Bid System**

- i. "Technical Bid" - The technical information to be enclosed with the tender as indicated in the tender document, will be the basis for the technical qualification of bidders. Only relevant and to the point information/document should be furnished. Failure to provide any required information / document, may lead to rejection of the offer. The Bidders must read the tender document very carefully before signing on it. Tender document should be duly signed and stamped on each page as token of acceptance of the terms & conditions should be uploaded and provided.
- ii. "Financial / Price Bid" – to be submitted / uploaded / filled online by the authorized representative as token of acceptance of the terms & conditions, as indicated in the Tender document.
- iii. All pages of bid including terms and conditions of tender document should be signed with stamp by authorized person only.
- iv. Firms conforming 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 - M. Seshagiri Rao (Chief Manager) 9652932312, Issac Prabhu Kiran Pilla (Manager) 8688819091.

- v. 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.
- vi. The Bank reserves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason for doing so.
- vii. Any addendum/corrigendum thus issued shall be part of the Tender Document, information related to Pre-bid conference and any such other matter shall also be posted only on the Bank's website. Therefore applicants are requested to frequently visit the Bank's website regarding modifications / corrigendum issued.

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## TECHNICAL BID

<i>S No</i>	<i>Particulars</i>	<i>Details</i>
1	Name of work	<b>Proposed furnishing work of Interiors of Kadapa Branch (Shifting)</b>
2	Nature of Work	Furnishing, Electrical, Cabling Works etc.
3	Estimated Project Cost	Rs. 8.14 Lakhs approximately
4	Tender Application Fees : (Non Refundable)	<b>Rs.2000/- (Two Thousand Only) in the form of DD in favour of Central Bank of India, Regional Office payable at Guntur to be submitted at BSD, Central Bank of India, Ground Floor, Regional Office 5th FLOOR, STANDARD BUILDING, BOMMIDALA COMPLEX, NAGARAMPALEM, GUNTUR, ANDHRA PRADESH-522004; super-scribed "PROPOSED FURNISHING WORK OF INTERIORS OF KADAPA BRANCH, GUNTUR"</b>
5	Tender Validity	90 Days from date of opening of bids prescribed by Bank.
6	Extension of tender validity	<b>Under exceptional circumstances, tender validity extension may be requested from bidders for a maximum period of 30 days beyond the original tender validity without price adjustment.</b>
7	Total Time allowed for completion of the Project	30 days from signing of Articles of Agreement
8	Defect Liability Period	1 year from the date of work completion and handing over of site by contractor duly accepted by Bank.
9	Retention Money	10% of work order value, deductible in every interim bill, exclusive of bid security, payable by Bank only after completion of defect liability period of 1 year.
10	Availability of EOI documents	Available on Bank's website <a href="https://www.centralbankofindia.co.in/en/active-tender">https://www.centralbankofindia.co.in/en/active-tender</a> from 10:00 AM on 16.08.2024 to 01:00 PM on 27.08.2024
11	Last date & time for submission of EOI Technical Bid (Online only)	27.08.2024 by 03:00 PM
12	Date and Time of opening of EOI Technical Bid	27.08.2024 by 03:30 PM
13	Earnest Money Deposit (equivalent to approx. 3.7% of the estimated cost)- Refundable	<b>Rs. 30000/-</b> (Exemption: Submission of valid Micro and Small Enterprises (MSEs) certificate as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department).
13	Opening of price bid	After completion of Technical Evaluation for shortlisted bid only
14	Other terms:	<ul style="list-style-type: none"> <li>➤ Bidders can inspect the site before quoting the prices. Site Visit is scheduled on 20.08.2024 at 11:00 hrs.</li> <li>➤ L1 will be decided on the total amount at the end of summary sheet in the financial bid.</li> </ul>

		➤ Rates to be quoted along with applicable taxes.
<b>Vendor Information - Details to be filled in by Tenderer:</b>		
Company Name:		
Address:		
Headed by (documentary proof to be enclosed):		
Name of tender signee:		
Whether tender signee (If other than Head of Company) is authorized to sign? If yes, authorization letter/proof to be enclosed		
Contact Number:		
Email address:		
Do you fall under EMD exemption for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)? (if yes, proof to be enclosed)		
GSTIN (proof to be enclosed):		
MANDATORY - Whether in possession of registration as per extant guidelines of Ministry of Environment & Forest on disposal of hazardous waste (if yes, proof to be enclosed)?		
Separate DD for Application Fee and EMD drawn and Enclosed?		
Whether items have been inspected by you at the tender designated date and time?		
How did you learn about this tender being called?		
Have you understood and are in acceptance of all terms and conditions as outlined in this tender?		
Company Seal and Signature of Authorized Signatory		
Whether work experience of atleast 5 years in the relevant field : (document proof to be enclosed)		
Work orders and photos of atleast 2 projects of similar scale in the last 2 years to be enclosed.		

## **1. GENERAL RULES & INSTRUCTIONS FOR THE GUIDANCE OF TENDERERS**

Tenders are invited on behalf of Central Bank of India, Fifth Floor, Regional Office - Guntur, Central Bank of India, Standard Building, Bommidala Complex, Nagarampalem, Guntur – 522004 for proposed interiors of **CENTRAL BANK OF INDIA, KADAPA BRANCH, D.NO-42/31, 42/32, 42/83, NGO COLONY, JAYA NAGAR COLONY, KADAPA**. Tender documents consisting of the plans, complete specifications, the schedule of quantities of the various classes of work to be done, and the set of conditions of contract to be complied with by the person whose Tenders may be accepted, can be downloaded from the Bank website or Government E-procurement Portal via the web-links provided in this tender document, between the hours of 10.30 am on 16.08.2024 till closing date of tenders i.e., 27.08.2024 at 3:00 P.M

The site for the work is available as specified below.

2. Tender to be uploaded as a 2-bid cover. **The tenders will be e-opened on 27.08.2024 at 15:30 hours (or any date convenient to Bank).**

3. The time allowed for the carrying out of the work is 45 days from the date of written orders to commence work. The contractors should quote in figures as well as in words the rates, and amount tendered by them. The amount for each item should be worked out and the requisite totals given, including tax/GST as applicable.

**4. Tender Fee as stipulated in the tender terms and Earnest Money, amounting to Rs.30,000/- (Rupees Thirty Thousand only)** in the form of Bank draft drawn in favour of Central bank of India, Regional Office - GUNTUR, Central Bank of India, Fifth Floor, Regional Office - Guntur, Central Bank of India, Standard Building, Bommidala Complex, Nagarampalem, Guntur – 522004, payable at **GUNTUR** must be physically submitted against each tender and is to be in a sealed cover super-scribed ‘**TENDER FEE AND EARNEST MONEY DEPOSIT FOR TENDER FOR PROPOSED FURNISHING WORK OF INTERIORS of CENTRAL BANK OF INDIA, KADAPA BRANCH, D.NO-42/31, 42/32, 42/83, NGO COLONY, JAYA NAGAR COLONY, KADAPA**’ and submitted in person, to **BSD, FIFTH FLOOR, REGIONAL OFFICE - GUNTUR, CENTRAL BANK OF INDIA, STANDARD BUILDING, BOMMIDALA COMPLEX, NAGARAMPALEM, GUNTUR - 522004** or at the **KADAPA BRANCH (address as above), before the closing of tender submission time**. The EMD of the contractor, whose tender is accepted, shall be forfeited in full in case he does not remit the Initial Security Deposit within the stipulated period or start the work by the stipulated date mentioned in the award letter. EMD is exempted for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.

5. The acceptance of tender will rest with “**CENTRAL BANK OF INDIA**” which does not bind itself to accept the lowest tender, and/or reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders that do not meet the prescribed conditions or are incomplete in any respect are liable to be rejected.

**6. CENTRAL BANK OF INDIA** reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.

7. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

8. All rates shall be quoted on the proper form of the tender alone.
9. An item rate tenders containing percentage below/ above will be summarily rejected.
10. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from the Employer/ Architects shall be communicated to the Employer.
11. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be mentioned both in figures and words. `p` after the decimal figures, e.g Rs. 2.15 “p”, and in case of words, the word “Rupees” should precede and the word “Paise” should be mentioned at the end, unless the rate is in whole rupees and followed by the words `only` it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word `only` should be mentioned closely following the amount and it should not be mentioned in the next line.
- 12. CENTRAL BANK OF INDIA** does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rates.
13. Any other tax on material or on finished works like work’s contract tax, Turnover Tax etc., in respect of this contract shall be payable by the contractor and **CENTRAL BANK OF INDIA** will not entertain any claim whatsoever in this respect. This particular aspect should be mentioned in tender notice.
14. The tender for works shall remain open for acceptance for a period of 3 months from the date of opening of tenders. If any tenderer withdraws his tender before the said period, then the bank shall be at liberty to forfeit Earnest Money paid along with the tender.
15. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and had/have tendered for the same work. Failure to observe these conditions would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.
16. It will be obligatory on the part of the tenderer to tender and sign the tender document for all the component parts, and upload scanned copy of the complete signed and sealed tender document also and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority **CENTRAL BANK OF INDIA**.
17. The tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for other works.
18. The quoted price shall be firm & no discounts are acceptable on the final price.
19. If the contractor or his representatives are found to be absent from the site for more than 3 days the contract is deemed to be terminated by him.

**Signature of the Competent Authority**

## **2. GENERAL CONDITIONS OF CONTRACT**

Except where provided for in the description of the individual item in the schedule of quantities and in the specifications and conditions laid down here in after and in the drawings, the work shall be carried out as per standard specification and under the direction of Employer/ Architects.

### **1. INTERPRETATION**

In construing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning here in assigned to them except where the subject or context otherwise requires.

**Employer:** The term Employer shall denote **Central Bank of India, Regional Office - GUNTUR, FIFTH FLOOR, REGIONAL OFFICE - GUNTUR, CENTRAL BANK OF INDIA, STANDARD BUILDING, BOMMIDALA COMPLEX, NAGARAMPALEM, GUNTUR - 522004** any of its employees' representatives authorized on their behalf.

**Architects:** The term Architects shall mean **Central Bank of India - Architect**, in the event of his/their ceasing to be Architects for the purpose of this contract such other persons as the employer shall nominate for the purpose.

**Contractor:** The term Contractor shall mean his/their heirs, legal representative, assignees and successors.

**Site:** The site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and creations thereon allotted by the Employer for the contractor use.

**Drawings:** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer during the execution of the work. All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Employer/ Architects shall be given access to such drawings or schedule of quantities whenever necessary.

In case any detailed drawings are necessary the contractor shall prepare such detailed drawings and / or dimensional sketches there for and have it confirmed by the Employer / Architects prior to taking up such work. The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or for additional instructions at least 5 days ahead from the time when it is required for implementation so that the employer may be able to give decision thereon.

“The Works” shall mean the work to be excited or done under this contract.

“Act of Insolvency” shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial insolvency Act or any amending statuaries.

“The Schedule of Quantities” shall mean the schedule of quantities as specified and forming part of this contractor.

### **2. SCOPE**

The work consists of construction of Employer's (details of work) in accordance with the “drawings” and Schedule of Quantities”. It includes all materials, labor, tools and equipment and management necessary for and incidental to the construction and completion of the work, during its progress and upon completion, shall conform to the lines elevations and grades as shown on the drawings furnished by the employer/architects.

Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be for responsibility of the contractor to inform the Employers / Architects and prepare details with Employers/ Architects concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer / Architects may in their absolute direction issue; further drawings and written instructions, details, directions and explanations, which are, hereinafter collectively referred to as “The Employers’ / Architects Instructions” in regard to:

- a. The variation or modification of the design quality or quality of works or the addition or omission or substitution of any work.
- b. Any discrepancy in the drawing
- c. The removal from the site of defective material brought there on by the contractor and the substitution of any other material thereof.
- d. The demolition, removal and re-execution of any work executed by the contractors.
- e. The dismissal from the work any persons employed there upon.
- f. The opening from the work of any persons covered up.
- g. The rectification and making good of any defects under causes hereinafter Mentioned and those arising during the maintenance period (retention period)

The contractor shall forthwith comply with and duly execute any work comprised in such Employer’s /Architect’s instruction, provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Employer/ Architects shall if involving a variation be confirmed in writing to be contractor’s within five days. No works for which rates are not specifically mentioned in the period schedule of quantities shall be taken up without written permission of the Employer / Architect’s. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in Clause “variation”.

Regarding all factory make products for which BIS (Bureau of Indian Standard) marked products are available, only products bearing BIS marking shall be used in work.

### **3. TENDERER SHALL VISIT THE SITE**

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective use of materials, access and storage for materials and removal or rubbish. The tenderer shall provide in their tender for cost of carriage, Freight and other charges as also for any special difficulties including police restriction for transport etc. for proper execution of work as indicated in the drawings.

The successful tenderer will not be entitled to any claim of commencement of the work or which in the opinion of employer/Architects might be deemed to have been inferred to so exist before commencement of work.

### **4. TENDERS**

The entire set of tender papers issued to the tenderers should be uploaded fully priced upon affixing seal and signing. This, together with initials on every page Initial/signature will indicate the acceptance of the tender papers by the tenderer.

The Schedule of quantities shall be filled as follows:

- XIX. The rate column to be legibly filled in ink in both English figures and English Words.
- XX. Amount column to be filled in for each item and the amount for each sub head as detailed in “Scheduled of Quantities”
- XXI. All corrections are to be initialed.
- XXII. The Amount column for alternative items for which the quantities are to be mentioned shall not be filled up.
- XXIII. In case of any errors, the rates given the tender marked ‘original’ shall be taken as correct rates.

No notification, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modification in a separate sheet of paper attached to the original tender papers.

The employer reserves the right to reject the lowest or any tender and also to Discharge any or all the tenders for each section or split up and distribute any item of work to any specialist firm of firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that each and every item should be correct, workable and self-supporting. If called upon by the employers / Architects detailed analysis of any or all rates shall be submitted. Employer /Architects shall be not be bound to recognize the contractor’s analysis.

The works will be paid for as “measured work” on the basis of actual work done and not as ‘lump sum’ contract.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump sum charges in the tender in respect of any item of works, the payments of such items of work will be made for the actual work done on the basis of lump – sum – charges as will be assessed to be payable by the Employer/ Architects.

The employer has power to add omit from any work as shown in drawings or described in specification include in schedule of quantities and intimate the same in writing, but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

## **5. AGREEMENT**

The successful contractor may be required to sign an agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses, incidental there to.

## **6. TAXES AND DUTIES**

The tenderers must include in their tender prices quoted for all duties royalties, less and sales for or any other taxes or local charges if applicable.

## **7. PROVISIONAL SUMS**

All provisional sums described in the schedule of quantities as P.S. shall be exclusively allotted to the purchase of materials and not for any handling and fixing to be done by the contractor. Such costs of handling and fixing with profit (including transport charges if the contractor) shall be separately included in the contract price as described in the schedule of quantities. The disposal of the amounts covered under this head will be absolutely at the description of the Employer. The Contractor is to make payments for these materials given to them by suppliers on certificate or order, issued by the Employer/ Architects and realize them through his bill from the Employer/Architects.

## **8. QUANTITY OF WORK OF BE EXECUTED**

The quantities shown in the schedule of quantities are intended to cover the entire new structure in the drawings but the employer reserves the right to execute only a part of the whole or any excess thereof without assigning any reason therefore.

## **9. OTHER PERSONS ENGAGED BY THE EMPLOYEES**

The employer reserve the right to execute that part of the work included in this contract or any work, which is not included in this contract by other agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work; The main contractor shall extend all cooperation in this regard.

## **10. EARNEST MONEY AND SECURITY DEPOSIT**

The tenderer will have to deposit an amount equivalent to **Rs.30,000/- (Rupees Thirty Thousand only)** in the form of Bank Draft in favour of **Central bank of India FIRST FLOOR, REGIONAL OFFICE - GUNTUR, CENTRAL BANK OF INDIA, STANDARD BUILDING, BOMMIDALA COMPLEX, NAGARAMPALEM, GUNTUR – 522004**, at the time of submission of tender as an Earnest Money Deposit. The Employer is not liable to pay any interest on the Earnest Money. The Earnest Money of the 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.

The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 3.7% approximately of the value of the accepted tender including the Earnest Money. The initial security Deposit will have to be made within 3 days from the date of acceptance of tender, failing which the Employer at his discretion may revoke the letter of acceptance and forfeit the Earnest Money deposit furnished along with tender. The initial security deposit will be refunded after satisfactory completion of work (as certified by architect). Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bill @ 10% of the gross value of each running bills.

The retention amount will be refunded to the contractor 14 (fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract. No interest in allowed on retention money.

## **11. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The contractor shall provide everything necessary for the purpose of execution of the Work according to the intent and meaning of the drawings, schedule of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown described therein provided that the same can reasonably be inferred there from. The contractor shall provide himself for ground and fresh water carrying out of the works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items or work with in the contemplation of the contract, and beyond the unit price no extra payment, will be allowed for incidental or contingent work, labor and /or materials inclusive of all taxes and duties whatever except for specific items, if any, stipulated in the tender documents.

The contractor shall at all times give access to workers employed by the Employer or any employed on the buildings and to provide them with water and leave or make any holes, grooves etc., in work. Where directed by the employer as may be required to enable such workman to lay or fix pipes, electrical wiring special fittings etc. The quoted rates of the tenderers shall accordingly include all these above mentionable contingent works.

**12. TIME OF COMPLETION / EXTENSION OF TIME & PROGRESS CHART**

The entire work is to be completed in all respects within the stipulated period of **45 days**. The work shall be deemed to be commenced within 2 days from the date of acceptance letter or date of handing over of site, whichever is earlier. Time is the essence of contract and shall be strictly observed by the contractor.

The work shall not be considered as complete until the Employer / Architects have certified in writing that this has been complete and the Defects Liability Period shall commence from the date of such certificate.

**Extension of Time:** If in the opinion of the Employer/Architects the works are delayed (a) by reason of any exceptionally inclement weather or (b) by reason of instructions from the employer in consequences of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay of other contractors nominated by the employer and not referred to in the specification or (d) by the reason of authorized extra and additions or (e) by reason of any combination of workmen or strikes or lockdown affecting any of the building trade or (f) from other causes which the Employer may consider are beyond the control of the contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect thereof. In the event of the employer failing to give possession of the site upon the day specified above, the time of completion shall be extended suitably.

In case of such strikes or lockouts as are referred to above, the contractor, shall, immediately give the employer, written notice thereof. Nevertheless he shall use his best endeavors to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the Employer for any extension of time for completion hereunder (which shall be final and binding on the contractor) & shall be promulgated at the conclusion of such strike or lock – out and the Employer shall be then, in the event of an extension being granted, determine, and declare the final completion date. The provision in clause 13 with respect to payment of liquidated damages shall be construed as if the extended date fixed by the Employer was submitted for and the damages shall be deducted accordingly.

**Progress of Work:** During this period the contractor shall maintain proportionate progress on the basis of Programme Chart submitted by the contractor immediately before commencement of work and agreed to by the Employer/Architects. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the programme Chart so that is no delay in completion of the project.

**13. LIQUIDATED DAMAGES**

The entry for the quantum of LD per week of delay, appropriate for the case in hand, should be selected from the following:

For contracts having time for completion 6 months and less.	1.00% of the estimated amount shown in the Tender per week.
For contracts having time for completion Exceeding 6 months But not exceeding 2 years (24 months)	0.50% of the Estimated amount shown in the tender per week
For contracts having Time for completion In excess of 2 years	0.25% of the Estimated amount shown in the tender per week.
The entry of the quantum of the maximum LD, the accrual of which entitles the Bank to conclude the contract should be selected from the following as may applicable:	
For contracts having Time for completion 6 months and less	10.0% of the accepted Contract Sum
For contracts having Time for completion Exceeding 6 months But not exceeding 1 year	7.5% of the accepted contract sum. Subject to the provision of para below.

#### **14. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS**

The contractor shall conform to the provisions of any acts of the legislature relating to the work, and to the Regulations and Bye laws of any authorities and / or any water, lighting and other companies, and / or authorities with whose systems the structures were proposed to have connection.

The contractor shall arrange to give all notices required for by the said Acts. Regulations or Bye – laws to be given to any authority and to pay such authority or any public officer all fees that may be properly chargeable in respect of the work and lodge the receipt with the Employer.

The contractor shall indemnify the Employer against all claims in respect or patent rights, royalties damages to building, roads or members of public in case of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

#### **15. ACCESS:**

Any authorized representative of the employer shall at the reasonable times have free access to the workshop, factories or other place where materials are being prepared or constructed for the works and also to any place where the materials are lying or from where that are being obtained, and the contractor shall give every facility to the bank or their representative everything necessary for inspection and examination and test of the materials and workmanship. Except the representative of the employer no person shall be allowed at any time without the written permission of the Employer.

#### **16. MATERIALS, WORKMANSHIP, SAMPLE, TESTING OF MATERIALS**

All the works specified and provided for in the specifications or which may be required to be done in the manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications as any from their entire satisfaction. If required by the Employer / Architects during the execution of the work, and their entire satisfaction. If required by the employer / Architects the contractor shall carry tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer/Architects at his own cost to prove that the materials etc. under test conform to the relevant B.I.S. or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc., shall have to be borne by the contractor. No extra payments in this account should in any case be entertained.

All the materials (Except where otherwise described) stores equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales, tax control and other charges and must be the best of their kind available and the contractor's must be entirely responsible for the proper and efficient carrying out of work. The work must be done in the best workman like manner. Samples of all materials to be used would be submitted to the Employer / Architects when so directed by the Employer / Architects and written approval from Employer / Architects must be obtained prior to placement of order. Should the work be suspended by reason of rain, strike, lock out or any other cause the contractor shall take all precautions necessary for the protection of work at his own expenses and shall make good any damage arising from, any of these causes.

The contractor shall cover up and protect from damage from any cause, all new work and supply, temporary/doors, protection to windows and any other requisite protection for execution of the work whether by himself or special trades men or sub-contractor and any damage caused must be made good by the contractor at his own expense.

#### **17. REMOVAL OF IMPROPER WORK**

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or time as they are specified in the order of any materials which in the opinion of the Employer/Architects are not in accordance with specification or instructions. The substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specification or instructions, in case the contractor refuses to complete and pay other agencies to carry out the work and all expenses consequent thereon or incidental therein or incidental thereto as certified by the Employer / Architects shall be borne by the contractor or may be deducted from any money that may become due to the contractor. No certificate, which may be given by the Architects, shall relieve the contractor from his liability in respect of unsound work or bad work.

## **18. CONTRACTOR EMPLOYEES**

The contractor shall employ technically qualified and competent supervisor for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of Employer / Architects. The Contractor shall engage at least new-experienced Engineer as site – in – charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ labourers on the work as far as possible.

No one below the age of sixteen years and who is not an Indian National shall be employed on the work.

Any worker supplied by the contractor to be engaged on the work on day – work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provision of all labor legislation including the requirements of:

- a. The payment of Wages Act
- b. Employer's Liability Act
- c. Workmen's Compensation Act.
- d. Contract Labor (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- e. Apprentices act 1961.
- f. Any other Act or enactment relating thereto and rules framed there under from time to time.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connections with any claim that may be made by any workman.

## **19. DISMISSAL OF WORKMEN**

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of Employer is unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation damages against the Employer or their office or employees.

## **20. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.,**

The contractor shall be responsible for any injury to the work or workmen to persons, animals or things and for all damages to the structural and / or of any sub-contractor or of any of his or sub-contractor's employees, whether such injury or damages arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The causes shall be held to include inter – alias, streets, foot path or ways as well as damages caused to the buildings and the works forming the subject of this Contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the employer and hold harmless

in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid or damage consequent upon such claim.

The employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation, costs charges and expenses arising or accruing from or in respect of any such claim or damage from any sums due or to become due to the contractor.

## **21. INSURANCE**

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damages by fire and/or earthquake flood. The insurance must be placed with a company approved by the employer, in the joint names of the Employer and the contractor for such amount and for any further sum if called to do by the employer, the premium, of such further sum being allowed to the contractor as an authorized extra.

The contractor shall deposit the policy and receipt for premiums paid with the Employer within 7 days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the employer on his behalf may insure and may deduct the premium paid from any bills which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as through the fire has not occurred and in respects of the conditions of the contract.

## **22. ACCOUNTS RECEIPT AND VOUCHERS**

The contractor shall, upon the request of the Employer/Architects furnish them all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If contractor shall use materials less than what he is required under the contract, the values of the difference in the quantity of the materials, he was required to use and that he actually used shall be deducted from his dues. The decision of employer shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

Before taking any measurement of any work, the Site Engineer or subordinate deputed by him shall give reasonable notice to be contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference with a week from the date of measurement in the manner required by the Site Engineer then in any such event the measurement after such notice taken by the Site Engineer or by subordinate deputed by him as the case may be is final and binding on the contractor and contractor shall have no right to dispute the same.

## **23. ADVANCE PAYMENTS AND SECURED ADVANCES**

Advance payment for works actually executed but not measured and billed for, should not be made generally. Payment should only be made after the detailed measurements of the work are taken recorded and the contractor's bill for the same is approved by the competent Authority.

However, advance payment on the running bills to the extent of 75% of the Architect certified amount might be made whenever found necessary. In such cases, it shall be the test checking of the measurements & scrutiny of bills are completed before payment of the next running bills.

Secured advances on the security of materials brought to site may be made to the contractors whose contract is for finished work. In such cases, the competent Authority may sanction advances up to an amount not exceeding 75% of the value (invoiced/assessed value) of such materials, provided that they are of a durable / non – failure nature and that an Indemnity Bond is required on the materials and is a safeguard against losses due to the contractor postponing the execution of the work or to the shortage or misuse of the materials, and against the expense entitled, if any, for their proper watch and safe custody. Recoveries of advances so made

should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills for works done as the materials are used, the necessary deductions being made wherever the item of work in which they are used are billed for.

#### **24. PAYMENTS**

All bills shall be prepared by the contractor in the form prescribed by the Employer/Architects. One interim bill shall be prepared beyond 50% work completion. The interim bill claim of 50% of the Work Order Value in proper forms must be duly accompanied by detailed measurements in support of the quantities or work done and must show deductions for all previous payments, etc., It is deemed that the vendor has agreed to the deduction of 10% from the 'Interim Payment' towards the 'Retention money, which will be returned as per the relevant Clauses in the agreement.

The Employer/Architects shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honouring certificates named in these documents.

The Amount stated in an interim certificate shall be the total values of work properly executed and 70% of invoiced value of materials brought to site for permanent incorporation into the work up to the date of the bill less the amount to be retained by the employer as retention money vide clause 10 of these conditions and less installment previously paid under these conditions provided the certificate shall only include the value of said materials and goods as from such time as they are reasonably, properly and not prematurely brought and placed adjacent to the work and then only if adequately protected against weather or other causalities.

The employer will deduct retention money as described in clause 10 of these conditions. The refund of retention money will be made as specified in the said clause. If the Employer has supplied materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due the contractor, in accordance. All the interim payments shall be regarded as payments for work actually done and completed, and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the according of any claim, nor shall, it determine or affect in anyway the power of the employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way affect the contract. The final bill shall be submitted by the contractor within one week of the date fixed for completion of the work or of the date of certificate of completion furnished by the Site Engineer. All final payments shall be made within 3 months.

#### **25. FINAL PAYMENTS**

The final bill shall be accompanied by a certificate of completion from the Architects. Payments of final bill shall be made after deduction of Retention Money and TDS as applicable, as specified in clause 10 of these conditions, which sums shall be refunded after the completion of Defects Liability Period after receiving the Architects' certificate that the contractor has rectified all defects to the satisfaction of Employer. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

#### **26. VARIATION /DEVIATION**

The price of all such additional items/non – tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components are required. The tender rates shall hold good for any increase or decrease in the tendered quantities upon variation of 25%. For variation beyond + or – 25% the rate for the respective item may be reviewed on mutually agreed terms.

#### **27. SUBSTITUTION**

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the designated authority in this specification indefinitely by such terms as "Equals" or "Other approved" etc. specific approval of the Employer/Architects has to be obtained in writing.

### **28. PREPARATORY OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION**

The Whole of the work will thoroughly be inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Employer/Architects that he has completed the work and it is ready for inspection.

### **29. CLEARING SITE ON COMPLETION**

On the completion of the works the contractor shall clear away and remove from the site all construction items, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workman like condition to the satisfaction of the Employer / Architects.

### **30. PERIOD OF FINAL MEASUREMENT**

The entry for the period of final measurement after completion shall be made after taking into account the complexity of the work and staff available for carrying out measurements.

All hidden works shall have already been measured as the work progressed.

It should be noted that unless a longer period is stipulated, the condition of contract generally lays down three months (maximum) from the date of completion of the contract as the period of final measurement.

Even though the maximum period of three months is mentioned, it shall be endeavored to complete the measurements as expeditiously as possible.

### **31. VALUE OF WORK FOR INTERIM CERTIFICATE**

The maximum value of work done, entitling the contractor to receive an interim payment is generally arrived at after dividing the estimated value of the contract (as announced in the Notice of Tender) by the time (in months) allowed for completion of work.

The above value rounded off to the nearest thousand is entered.

### **32. DEFECTS AFTER COMPLETION**

The contractor shall make good at his own cost and to the satisfaction of employer all defects, Shrinkage, settlements or other faults, which may appear within 12 months after completion of work. In default the Employer may employ a person and amend and make good such damage, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from his by the Employer or may be deducted from the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from amount retaining under clause No.10 together with any expenses the Employer may have incurred in connection there with.

### **33. ESCALATION**

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, sales tax, octroi, etc., Unless specifically provided in the documents. The price variation clause being adopted by the RBI may be followed, if such a situation arises on a case – to – case basis.

### **34. IDLE LABOUR**

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would not be entertained under any circumstance.

### **35. SUSPENSION**

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the employer shall or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be notice under this clause.

After such notice shall have been given the contractor shall be at liberty to remove from the site of the works or from any contiguous there to any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with.

### **36. TERMINATION OF CONTRACT BY EMPLOYER**

If the contractor being a company into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in numbers of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the official Assignee in insolvency, or the Receiver of the contractor in solvency, shall repudiate the contract, or if a insolvency, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by contract, to be observed and performed by the contractor within the clear days after the notice shall use improper materials on workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days' notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said case, the employer may notwithstanding previous waiver determine the same by a notice in writing to the effect as hereafter, mentioned, but without hereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the employer or his agent, or servants, may other power, utensils and materials lying upon a premises or the adjoining lands or roads and sell the same as his own servants and workmen in carrying on and completing the works or by the employing any other contractor or other persons or person to complete the works and the contractor shall not in any way interrupt or contractor or others person to complete the works and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of 14 days after receipt by him the employer may sell the same by public auction and shall give credit to the contractor for the amount so realized.

Any expenses or losses incurred by the employer in getting the works carried out by other contractor shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractor or against the security deposit.

### **37. ARBITRATION**

All disputes or difference of any kind whatsoever which shall at any time arise between the parties to touching or concerning the works or the execution or maintenance thereof this contract or the rights over the remaining operation or effect therefore or to the right or liabilities of the parties or arising out of in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of nay person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the either of them to employer hereinafter mentioned be referred for adjudicating to a sole arbitrator to be appointed as hereinafter provided. For the purpose of appointing the sole arbitrator referred to above, the employee shall send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed. The contractor shall on receipt of the names as aforesaid, select any one of the person's name to be appointed as a sole arbitrator and communicate his name to the employer within thirty days of receipt of the names. The employer shall thereupon without any delay appoint the said person as the sole arbitrator. If the contractor fails to communicate such selection as provided above within the period, specified the competent authority shall make the selection and appoint the selected person as the Sole Arbitrator.

The work under the Contractor, shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The arbitrator shall give a separate award in respect of each dispute of difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasonable award. The venue of arbitration shall be such place as may be fixed by the Arbitrator at his sole discretion.

The fees, if any, of the arbitrator, shall, if required, to be paid before the award is made ad published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part there of shall be paid and, may fix or settle and amount of costs to be so said.

The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of Arbitrator Act 1940 or any statutory modification or reenactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the regard to the matter hereby expressly agreed to be so referred to arbitration.

## **4. ADDITIONAL CONDITIONS OF CONTRACT**

### **1. SCOPE OF WORK**

The schedule of Quantities and the tender drawings are only indicative of the scope of work. There may be variation in quantities of individual items as well as in the total quantum of work of up to + 20%. The contractor will not be liable to omission altogether of some of the items.

### **2. COMPLETION SCHEDULE**

The contractor will be required to work according to a programme given to them by the Consulting Architects, based on the priorities of the Employers. The contractor will be required to prepare bar charts on the basis of the programme given to them and get these approved by Employer/Architects. While the overall completion programme of the work will be 45 days, certain items may be required to be completed in shorter periods, varying from 15 to 20 days.

### **3. WATER AND ELECTRICAL ENERGY**

Water and electrical energy required for work to be provided by the employer at one point free of charge, and the contractor will be required to make his own distribution and arrangements for them. Cost of electrical energy consumed would be payable by the contractors according to Government tariffs.

### **4. OTHER RULES AND REGULATIONS**

- a. All E.S.I formalities or prescriptions under Workmen Compensation Act will be adhered to by the contractor. He will have to observe the regulations prescribed under the contracts Labor – Regulations & Abolition Act, 1970 and rules formed hereunder.
- b. The contractor shall not employ labor below the age of 18 years and shall pay them not less than the wages paid for similar work on the fair wage. Fair wage men's wage whether for time of piece work as defined in the Minimum Wages Act.

## **5. PREAMBLE TO SCHEDULE OF QUANTITIES**

1. Tender shall be on the basis of item rates which shall include the cost of materials, labour, all taxes, duties, and all other appurtenant services required for the complete installation, testing and commissioning in accordance with relevant drawings and meeting the requirements of the specification and relevant I.S Specification including the fees for inspection together with the liabilities and obligations as detailed in the general conditions of contract.
2. Prices shall remain firm and free from variation due to rise and fall in the cost of materials and labor or any other price variation whatsoever whether during the stipulated period of execution or during extended period of completion if any, except direct statutory, increases by the Act of Govt. or Local bodies.
3. Item rates shall remain valid for any variation in the estimated quantities given in the schedule of quantities.
4. In order to facilitate the technical scrutiny of various quotations, the tenderer must supply with their quotations detailed technical particulars, make catalogues and erection drawings for various items under different parts specified in the schedule of quantities.
5. The drawings and specifications lay down minimum standards for equipment and workmanship. Deviations, if any, shall be clearly set down. In the absence of any deviations, it will be deemed that the tenderer is fully satisfied with the intents or the specifications and drawings and their compliance with the statutory and fire insurance provision including local codes. Where the drawings and specifications conflict the more stringent shall supply.
6. All installations shall be tested as specified and a test certificate in the prescribed form required by the authorities shall be furnished.
7. The entire installation shall be guaranteed against defective materials of workmanship for a period of 12 months from the date of installation as certified by the Architects and taken over by the owner. During the guarantee period, all the defects shall be rectified by the contractor, free of cost.
8. Water and power required for the works may be made available at site. Use of electrical power will be on chargeable basis. If the water available at site is unsuitable for construction purpose, the contractor will have to make their own arrangement for water.
9. The tenderer must acquaint themselves of the site conditions and take note of all factors while quoting the rates, so no extra will be allowed on any ground.
10. The successful tenderer shall supply completion drawings of the entire installations as executed at site drawn to a scale approved by the architects after the completion of the work but before completion certificate is given by the Architects.
11. The materials of the first preference shall be used and the contractor may exclude himself of not doing so only if the required range as per tender specifications are not manufactured, by the particular manufacture. The evidence of such case shall be supported by a letter from the respective manufacturer. Samples of all fittings and accessories shall be approved by the Employer/Architects prior to their installation.

## 6. ARTICLES OF AGREEMENT

Made at **GUNTUR between CENTRAL BANK OF INDIA, FIFTH FLOOR, REGIONAL OFFICE - GUNTUR, CENTRAL BANK OF INDIA, STANDARD BUILDING, BOMMIDALA COMPLEX, NAGARAMPALEM, GUNTUR - 522004** (Herein after referred to as the Employer, which expression shall include his heirs, Executors, administrators & in assignee) of the one part and (hereinafter referred to as the Contractor, which expression shall include his heirs, executors Administrators & Assignee) of the other part.

WHEREAS the employer is desirous of **Tender for proposed interiors of CENTRAL BANK OF INDIA, KADAPA BRANCH (New Premises), No.68, Hanuman Veedhi, Gandhi Nagar, KADAPA**, as per drawings and specifications describing the work to be done by Central Bank of India Architect (herein after referred to as the Bank Architect).

WHEREAS the said Drawings and the specifications and the priced Schedule of Quantities have been signed by or on behalf of the parties hereto and

WHEREAS the Contractor has agreed to execute upon and subject to the conditions, set forth herein (hereinafter referred to as “the conditions”) the work shown upon “the said Drawings” and described in “the said Specification” and “the said Priced Schedule of Quantities” at the representative rates mentioned in the priced Schedule of Quantities.

### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the payment to be made to the Contractor as hereinafter he shall upon and subject to said conditions, execute and complete the works shown upon said drawings and such further detailed drawings as may be furnished to him by the said consulting architects and described in the said specification and the said priced Schedule of Quantities.
2. The term “Consulting Architects” in the conditions shall mean the said Central Bank of India Architect or in the event of their death or ceasing to be the Consulting Architects for that purpose of this contract, such other person as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be insufficient by the Employer. Provided always that no persons subsequently appointed to be consulting Architects under this contract shall be entitled to disregard or overrule any decision or approval or direction or anything expressed in writing by the consulting Architects for the time being.
3. The plan, agreement and documents above mentioned shall form the basis of this contract and the decision of the said Consulting Engineers/Architects for the time being as mentioned in the Conditions of contract in reference to all matter of dispute as to the materials, workmanship or account and so as to the intended interpretation of the clauses of the Agreement of any other document attached hereto shall be final and binding on both parties and may be made a Rule of Court.
4. The said contract comprises the works above mentioned and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said employer through the consulting Architects or other the Consulting Architects for the time being, even though such works may not be shown on the drawings or described in the said specifications or the Priced Schedule of quantities.
5. The Employer reserves to himself the right of altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out without prejudice to this contract.

6. The said conditions shall be read as forming part of this Agreement, and the parties hereto will respectively, abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.
7. Further, letter exchange between the Employer and the Contractor after the receipt of this contract as listed, shall form an integral part of this contract.
8. The several parts of this contract form have been read to us and fully understood by us.

As witness our hands this Day of 2024

Signed by the Said Employer

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In the presence of

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Signed by the said Contractor

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In the presence of

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## **7. SPECIFICATIONS**

All works should conform to Standards laid down by the Bureau of Indian Standards.

Wherever detailed specifications are not given, the works shall be carried out as per CPWD specifications Vol I & II with latest addition and corrections.

### **SPECIFICATIONS – GENERAL REQUIREMENTS**

1A. List of Tender drawings is given elsewhere in the Tender Documents. These drawings are meant for Tenders and Construction also. These drawings may be revised and fresh revised copies issued to the contractor from time for adoption in the work to suit the final Designs and the physical conditions encountered during the progress of the work.

1B. Figured dimensions on drawings shall only be followed and drawings to large scale shall take precedence over these to smaller scale.

1D. The contractor shall prepare, at his own cost, detailed shop drawings and shall obtain the approval of the consultant / Client before adoption.

2A. The specification is intended for general description of quality and workmanship of materials and finished work. They are not intended to cover minute details. The work shall be executed in accordance with sound engineering and other professional practice.

2B. Where reference is made to any standard specification of Bureau of Indian Standards or any other similar body, the information and provision of the latest revised edition of the specification on the date of submission of such standard specification are in conflict with the provisions standard in these specifications the latter provisions shall have precedence.

2C. All materials shall be of standard quality manufactured by reputed concerns conforming to Indian Standard or equivalent and shall have “BIS” mark as far as possible unless otherwise approved by the Consultant/ Client. The contractor shall get all materials approved by the Consultant / Client prior to procurement and use.

### **3. MEASUREMENT AND PAYMENTS**

3A. The quantities stated in the Bills of Quantities are tentative. The contractor shall be paid at the quoted rate and on the basis of actual measured dimensions of the finished work, limited however by those dimensions shown in the drawings, or as directed by the consultant / Client.

3B. Measurement of work shall be generally in accordance with IS: 1200 “Method of Measurement of Building and Civil Engineering Work” except where the stipulations of the Tender are contradictory.

### **4. LAYOUT AND SURVEYS**

The contractor shall be responsible for the true and proper setting out of works, for the correctness of position, levels, dimension and alignment of all part of the works and for the provision of all necessary instruments, appliances and labor in connection there with. If at dimensions or alignments of any part of work, the Contractors, on being required to do so, shall at his expenses rectify such errors. Checking of any setting out or of any line or level by the Consultant / Client shall not in any way relieve the Contractor of his responsibility for the corrections there of.

### **5. CONSTRUCTION SHCHEDULE AND TIME OF COMPLETION**

5A. A BAR chart shall be submitted by the contractor detailing out the complete construction activities for each work within 7 days of start of work at site. This chart shall be reviewed by the Consultant / Client and alterations, if any, shall be made by the contractor; this chart will form the basis or reappraisal to evaluate the progress of work at site.

5B. The drawings shall be issued to the contractor at least one week in advance before commencement of work.

5C. No extension of time shall be granted on the plea of drawings not having been received in time provided the above time schedule is adhered to.

## **6. CO-OPERATION WITH OTHER AGENCIES**

6A. During the course of implementation of this contract, several other agencies and contractors shall be working at site simultaneously. In order to effect proper co-ordination and avoid delays, it shall be the responsibility of the contractor of this Tender to give adequate notice and exact dates of the work proposed to be executed by him which requires the placement and fixation of embedment, et., by the other agencies. The safety and prevention from damage of all materials, plant etc., of other agencies or the owners during construction activities would remain with the contractor. In the event of damage or loss, caused, indirectly or directly by contractor or his labour, he will be responsible to make good the same as advised/instructed by the Consultant /Client.

## **7. DELIVERY OF WORKS**

Every portion of the work shall be kept clear of accumulation from time to time and delivered up clear and free from all defects of every kind at the conclusion of the work.

## **8. RELATION TO OTHER DOCUMENTS**

8A. The technical specification is intended for general description of items listed in the Bills of quantities. All works specified or implied in the Technical Specification form a part of the items in the Bills of Quantities. Similarly, all indications in drawings and General description of works, whether specified or implied, form a part of the items in the Bills of Quantities.

8B. The quoted rates in the bills of Quantities shall be assumed to include all the specified and implied work of the Technical specifications, drawings and General Description of works even when not specifically mentioned in the Bills of quantities.

## **9. LIFTS AND LEADS**

9A. The rates quoted for all items of work shall include all lifts and leads where applicable.

9B. All debris and waste materials shall be disposed away from the site to a far off place as directed.

**CENTRAL BANK OF INDIA**

**LIST OF MATERIALS OF APPROVED BRAND AND/OR MANUFACTURE – FURNISHING**

1.	Commercial plywood confirming to BIS.	Anchor/Archid/Century/Green.
2.	Marine/ water proof plywood confirming to relevant BIS	Anchor/Archid/Century/Green.
3.	Flush Door confirming to relevant BIS	Kutty / Samrat / Garnet / ISI make
4.	Block Board confirming to relevant BIS	Anchor / Samrat / Garnet / ISI make
5.	One side Laminated sheet (1 mm thick)	Formica/Greenlam/Eurolam.
6.	One side Laminated sheet (1.5 mm thick)	Formica/Greenlam/Eurolam.
7.	12 mm thick pre-laminated (on both sides) particle board	NOVAPAN (India) Ltd., or equivalent.
8.	ACP	Al Strong, Superbond, Euro Bond or equivalent.
9.	Soft Board	Jolly Board or equivalent.
10.	Veneer	Composed veneer / Donear / Garnet or equivalent.
11.	Veneer – Indian	Garnet / Donear / Kit ply or equivalent.
12.	Melamine Finish	Wood coat pigmented (2 coats) manufactured by M/s. MRF Ltd. / Asian Paints – as per manufacturers specification
13.	Glazing	Tata Float / Modi float / Saint Gobain
14.	Glazing (Clear)	Modi float / Hindustan / Tata
15.	Mirror	Modi float / Tata asahi
16.	Tower bolt	Jyoti/ ebco / ISI Mark / Flora or equivalent.
17.	Ball catch ordinary	National / ebco / Brass Heavy Duty
18.	Ball catch magnetic	Earl Bihari Pvt. Ltd.
19.	Handle	Dorset / ebco / ISI marked
20.	Hinges for cupboards – with stainless steel rod	Dorset / ebco / ISI marked
21.	Hinges for cupboards – with stainless steel rod	National / Dorset
22.	Box Hinges	Lama Imported
23.	Drawer Guide – Telescopic	Efficient / Earl Bihari or equivalent.
24.	Drawer Guide – Regular	Earl Bihari Pvt. Ltd. or equivalent.
25.	Keyboard – Indian	Earl Bihari Pvt. Ltd. or equivalent.
26.	Keyboard – Imported with HDP	Ebco / ISI marked
27.	Screws	GKW or equivalent
28.	Lock for drawers – multi lock	Efficient / dorset / godrej
29.	Lock – for cupboards	Godrej / dorset
30.	Door Lock – Cylindrical lock	YELE / Union / Godrej / dorset
31.	Door Lock – Mortise	Godrej / dorset
32.	Night latch	Godrej / Yele / dorset
33.	Door Closure	Garnish / Hyper / Everlite
34.	Floor Spring	Everite/ Garnish
35.	Door stopper	Earl Bihari Pvt. Ltd. or equivalent.
36.	Aluminium Section	NALCO / HINDALCO / JINDAL
37.	Adhesive for wood	Fevicol / Vamicol
38.	Rubberized adhesive	SR 998 or SR Express of M/s. Pedilite Industries.

39.	Acrylic sheet	Imported
40.	Asbestos cement sheet	Everest
41.	False Ceiling Sections	India Gypsum Ltd.
42.	Plaster of Paris	Approved quality
43.	Marble	First quality with uniform texture without any crack.
44.	Cement	Larsen & Tubro / ACC - 53 grade or high.
45.	Cement for fixing tiles as dado	Larsen & Tubro / ACC - 43 grade.
46.	White cement	Birla white
47.	Steel for reinforcement	TATA/SAIL conforming to BIS specification.
48.	Water proofing compounds	Roffe/ Cica / Krishna Chemicals / Sunanda Perma quick.
49.	Vitrified Tiles	<b>Kajaria Make</b> (AGCNL- K6211) /same shade matching in Nitco, Johnson Company )
50.	Ceramic tiles	Kajaria/ NITCO/Johnson/Somani / City tile.
51.	Sanitary fittings	Hindustan Sanitary ware / Perry ware. <b>WASH BASIN :</b> Hindware- Zen Pastel/star white (Cat.No.-10049 56x45) Hindware- Garnet starwhite ( Cat. No.-100048 58x43) <b>URINAL:</b> Hindware – Flat back large (Cat no.-60002) <b>European Water Closet:</b> Hindware- Green starwhite (Cat. No.-20079) <b>Hindware-</b> Slick special (Cat. No.20011 S-28/P-18)Hindware- Star S( Cat No.20087 S-10)
52.	Water supply fixtures	Jaguar continental series / Essco
53.	CI Pipe & fittings – LA Class	Bangal iron Corporation / NICO / BIC
54.	GI Pipe – C Class	TATA/ zenith
55.	Stoneware pipe – Grade A	Dalmia
56.	Cement pipe	Everest
57.	PVC Pipe & fittings	Prince/ Tribore
58.	Gate valve	Leader
59.	Pipe fittings	R Brand or equivalent
60.	Colour pigment	Roffe Compound
61.	Toilet Seat cover	Commander / Patel
62.	Toilet – Accessories	Jaguar continental series
63.	Liquid Soap Container	ASCON Engineers
64.	Hand dryer	ASCON Engineers
65.	Paint	Nerolac/ Asian/ Berger / ICI
66.	Sealant	Silicon – Dow Corning 995 Polysulphide – Pedilite Industries

**LIST OF MATERIALS OF APPROVED BRAND AND/OR MANUFACTURE – ELECTRICAL**

ALL MATERIAL USED MUST HAVE ISI & FIA APPROVED

1.	Rigid PVC Conduit	: Medium Gauge wall thickness ISI & FIA approved & manufactured from virgin material Precision
2.	Accessories for conduit	: Same make as sr. no. 1 above.
3.	Copper Conductor PVC coated wire (Flexible) (As per IS:694-1977)	: Finolex (FRLS), Polycab(FRLS)

4.	Switches	: MK India, Anchor roma
5.	Main Switch fuse upto 63 Amps - A.C. 23 duty	: L&T
6.	Above 63 Amps-A.C. 23 duty	: L&T
7.	HRC Fuses	: L&T
8.	MCBs	: Legrand (Load Contact)
9.	Distribution boards	: Legrand (Double Door), Factory fabricated duly as per the drawing.
10.	Rewirable Porcelain Fuse	: CPL
11.	Telephone wires	: Finolex as per ITD S/WS-113 B
12.	PVC tape	: Steel grip.
13.	Compound	: Shalimar No. 6
14.	Main Cables downstream up to 35 sq.mm.	: PVC armoured cable For 1.1 KV as per ISI 1554. National / Polycab
15.	Branched Cable downstream from 35 sq.mm.	: National
16.	Glands	: Double compression type, Siemen's type with rubber ring and double washers (Sample to be approved) Comet/ Comex
17.	Cable Lugs	: Dowells, 3-D.
18.	Metal Clad Plugs	: Legrand
19.	Connectors/ Indicator	: Technic, Mimic (Static LED type), Technoplast, Porcelain
20.	Button holder, Angle holder, ceiling rose	: Anchor
21.	M.S. Conduit - ISI marked	: BEC
22.	M.S. Boxes	: Fabricated out of 16 gauge continuously welded (sample to be approved)
23.	ELCB	: Legrand
24.	A.C.B. Drawout type (LT)	: L&T
25.	Telephone tag block	: Chrono India Ltd.
26.	Relay	: L&T
27.	MCCB	: Legrand
28.	Meter	: Jaipur,
29.	Light Fixture	: Havells/Philips/Wipro as specified in the BOQ
30.	Ceiling Fans	: Crompton (High Breeze/High Flow Series White)
31.	Exhaust Fan	: Crompton
32.	Electronic call bell / timer	: Anchor
33.	TV Cable	: Finolex.
34.	Volt meter & Ammeter (Digital)	: Meco, AE
35.	Current Transformer	: AE, Kappa
36.	L. T. Panel	: L&T or fabricated by CPRI approved fabricator
37.	Data cabling & its Components	: Systemax / Avaya
38.	Change over switch	: Havells / HPL
39.	24 port jack Panel	: Systemax
40.	9U / 12U / 15U Rack for jack panel	: Systemax
41.	<p>The above mentioned makes are given as general guidelines in case make is not mentioned in the bill of quantities.</p> <p><b>The contractor to follow the makes mentioned in the schedule (B.O.Q) if applicable and as per best engineering practices.</b></p>	

**NOTE:-**

- *Wherever more than one make are indicated, the contractor should use the material indicated first. Bank will permit to use the material indicated 2<sup>nd</sup> and hereafter only if the material indicated 1<sup>st</sup> is not available and / or the same is not suitable (colour, size, shape, texture) as per the site condition.*
- *In case the tenderer wish to verify the detailed specification of materials, workmanship etc. the same may be verified from the office of Bank before submission of the tender.*
- *Whether a product is equivalent or not, will be decided by the Bank only.*

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- *In case the tenderer wish to verify the detailed specification of materials, workmanship etc. the same may be verified from the office of Bank before submission of the tender.*
- *Whether a product is equivalent or not, will be decided by the Project-in-Charge only.*
- *Work does not include provision for CCTV /Fire Fighting/alarm systems which would be taken up as per the approved/prevaling rates with the service provider*
- *All measurements for billing purposes will be as per joint-measurement taken after completion of site in all respects.*
- *Electrical /DATA wiring, fittings as per IS codes and CO Guidelines based in recent electrical audit observations in branches.*
- *All electrical installations to pass through RCBO only.*
- *Single Earthing pit to be provided for the whole premises.*
- *All MCBs, wires, incoming-outgoing must be tagged and SLD to be provided to Bank.*
- *All wire endings to be properly lugged.*
- *Equipotential bonding- all metal parts to be provided with earthing with mechanical connections to earthing pit at minimum length, without looping.*
- *Branch should be provided with UPS Circuit independent of normal electrical circuit and all security gadgets should be connected to UPS Circuit.*
- *Lightening arrester to be provided for buildings more than 15m height.*
- *An Isolation Breaker should be provided outside main entrance to isolate the normal electrical circuit completely even when the Branch is closed. Only the input connection to SERVER should be provided bypassing this external isolation breaker.*

**The above are the general specification should be read in conjunction with bill of quantities. The bill of quantities may be taken as the basis for the work to be executed. In case of any discrepancy in the specification and the bill of quantities, the bill of quantities may be taken as final in case the contractor should check up with the Bank whose decision will be final.**



# **INTEGRITY PACT**

Between

**Central Bank of India** hereinafter referred to as “**The Principal**”,

And

1. M/s hereinafter referred to as “**The Bidder**”

## **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for **TENDER FOR PROPOSED FURNISHING, ELECTRICAL AND DATA CABLING WORK OF INTERIORS OF CENTRAL BANK OF INDIA, KADAPA BRANCH, D.NO-42/31, 42/32, 42/83, NGO COLONY, JAYA NAGAR COLONY, KADAPA**

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 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 principles mentioned above.

## **Section 1 – Commitments of the Principal**

(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.

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".

### **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 Integrity Pact - 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 anticorruption 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 Managing Director, CENTRAL BANK OF INDIA.
- (3) 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 Integrity Pact 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 nonbinding 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 contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

\_\_\_\_\_  
(For & On behalf of the Principal)  
(Office Seal)

\_\_\_\_\_  
For & On behalf of Bidder/ Contractor)  
(Office Seal)

Place:

Date:

Witness 1:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_