



सेंट्रल बैंक ऑफ इंडिया  
**Central Bank of India**  
क्षेत्रीय कार्यालय अहमदाबाद  
**Regional Office, AHMEDABAD**  
तकनीकी एवं वाणिज्यिक बोली  
**TECHNICAL BID AND COMMERCIAL BID**  
ऑन लाइन के माध्यम से  
**IN ONLINE MODE**

खुली निविदा दो बोली के माध्यम से  
**Open Tender IN 2 bid system for**

अहमदाबाद स्थित बैंक स्वामित्व वाली भूतल + 11 मंज़िला भवन के स्ट्रक्चर ऑडिट के लिए ऑन लाइन मोड के माध्यम से टू बिड सिस्टम में मदवार मुहरबंद टेंडर आमंत्रित है।

**TENDER FOR STRUCTURE AUDIT OF BANK'S OWNED GROUND+11 STORIED BUILDING AT AHMEDABAD IN ONLINE MODE AND IN TWO BID SYSTEM.**

**Address of SITE: -. Central Bank of India Building, Opp. Sidi Sayyad Jali ,Lal Darwaza, Ahmedabad.**

**Name of the Tenderer: .....**

**Address: .....**

**Last Date of submission of Tenders: 15.11.2024 Up to 2.00 PM**

S/d

REGIONAL HEAD  
REGIONAL OFFICE AHMEDABAD,  
9<sup>th</sup> Floor Central Bank of India Building Lal Darwaza, Ahmedabad  
Mail ID- gadahmero@centralbank.co.in  
Mobile no.- 9265110862

**DETAILS OF OUR IEM:**

NAME: Shri Trivikram Nath Tiwari  
MAIL ID: trivikramnt@yahoo.co.in

NAME: Shri Jagdip Narayan Singh  
MAIL ID: [Jagadipsingh@yahoo.com](mailto:Jagadipsingh@yahoo.com)  
Contact no. 011-61515609, 9978405930

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RO/BSD/AHME/2024-25/

17.10.2024

CENTRAL BANK OF INDIA**TENDER NOTICE**

अहमदाबाद स्थित बैंक स्वामित्व वाली भूतल + 11 मंजिला भवन के स्ट्रक्चर ऑडिट के लिए टू बिड सिस्टम में ऑनलाइन टेंडर आमंत्रित है.

Online are invited in 2 bid system for

**TENDER FOR STRUCTURE AUDIT OF BANK'S OWNED GROUND + 11 STORIED BUILDING AT AHMEDABAD**

जारीकरण/ Issuance	<p>टेंडर फॉर्म निम्नलिखित वेबसाइट पर उपलब्ध रहेगा</p> <p>1) <a href="https://centralbank.abcprocure.com/EPROC">https://centralbank.abcprocure.com/EPROC</a> और</p> <p>2) <a href="http://www.Centralbankofindia.co.in">www.Centralbankofindia.co.in</a> पर <b>21.10.2024</b> से उपलब्ध होगा.</p> <p>Tender forms will be available on following website</p> <p>1) <a href="https://centralbank.abcprocure.com/EPROC">https://centralbank.abcprocure.com/EPROC</a></p> <p>2) <a href="http://www.Centralbankofindia.co.in">www.Centralbankofindia.co.in</a> from <b>21.10.2024</b>.</p>
टेंडर जमा करने की अंतिम तारीख/ Last date for submission of the Tenders/	<b>15.11.2024 upto 2.00 PM</b>
टेंडर फॉर्म का मूल्य /Cost of tender	<p><b>Rs.500.00</b> जिसे खाता संख्या 3001456541, सेंट्रल बैंक ऑफ इंडिया, IFSC – <b>CBIN0280546</b>, में एनईएफटी/आरटीजीएस/बैंक की Lal darwaza शाखा के माध्यम से जमा करना है.</p> <p><b>Rs.500.00</b> to be deposited in Account no. <b>3001456541</b>, Central Bank of India, Lal darwaza, IFSC – <b>CBIN0280546</b>, through NEFT/RTGS/Bank Lal darwaza Branch.</p> <p><b>Exemption /छुट-</b> एम. एस. एम. ई. पंजीकरण प्रमाणपत्र की फोटोकॉपी संलग्न करने पर एम. एस. एम. ई. पंजीकृत ठेकेदारों को छुट दी गयी है/On Attachment of photocopy of MSME registration Certificate, MSME registered vendors are exempted.</p>
टेंडर जमा करने की प्रक्रिया / Mode of submission of Tender/	<p><b>1) तकनीकी बोली –</b></p> <p>तकनीकी बोली सिर्फ ऑन लाइन माध्यम द्वारा ही स्वीकार की जायगी . बैंक द्वारा तकनीकी बोली की हार्ड कॉपी स्वीकार नहीं की जायगी.</p> <p>बोलीदाता को सख्ती से इलेक्ट्रॉनिक माध्यम रूप में बैंक के ई-प्रॉक्यूरमेंट सिस्टम <a href="https://centralbank.abcprocure.com/EPROC">https://centralbank.abcprocure.com/EPROC</a> पर अपनी बोली प्रस्तुत करना आवश्यकता है. सभी बोलीदाताओं को क्लास II या क्लास III डिजिटल ई-टोकन प्राप्त करने की आवश्यकता है. जिनमें दो प्रमाणपत्र होते हैं (एक हस्ताक्षर/सत्यापन के लिए और दूसरा एक्रिप्शन /डिक्रिप्शन के लिए). कृपया विवरण और पंजीयन के लिए <b>Instructions to Bidders – e tendering</b> देखें.</p>

ई-प्रॉक्यूरमेंट सिस्टम में बोली बंद होने के समय के बाद प्राप्त बोली बिना किसी कारण के सरसरी तौर पर खारिज कर दी जायगी.

**ऑनलाइन तकनीकी बोली** - इसमें टेंडर मूल्य और बयाना राशि के एनईएफटी/आरटीजीएस संख्या/बैंक शाखा की काउंटर स्लिप, एम. एस. एम. ई. पंजीकरण प्रमाणपत्र, विधिवत हस्ताक्षरित टेंडर पेपर, जी एस टी नंबर, पेन कार्ड, लोकल एड्रेस प्रूफ, वर्क ऑर्डर की कॉपी, समान कार्य के कंप्लीशन सर्टिफिकेट, तीन सालों के टर्न ओवर के प्रमाण पत्र और पात्रता शर्तों के संबंधित सारे दस्तावेजी प्रमाणपत्र अपलोड करने हैं.

## 2) वित्तीय बोली -

वित्तीय बोली सिर्फ ऑन लाइन माध्यम द्वारा ही स्वीकार की जायगी. बैंक द्वारा वित्तीय बोली की हार्ड कॉपी स्वीकार नहीं की जायगी.

ई-प्रॉक्यूरमेंट सिस्टम में बोली बंद होने के समय के बाद प्राप्त बोली बिना किसी कारण के सरसरी तौर पर खारिज कर दी जायगी.

### 1) Technical Bid

Technical bid are accepted in Online mode only. No hard copies of Technical bids will be accepted/ evaluated by Bank.

Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://centralbank.abcprocure.com/EPROC> of the Bank. All the bidders are required to procure class II or Class III Digital E-token having two certificates (one for Signing/ verification and another for Encryption/ Decryption). Please follow **Instructions to Bidders – e tendering** mentioned herein the document for details and registration process.

**Online Technical Bid:** NEFT nos./RTGS nos./Bank Branch counter slip details of tender fees and EMD or MSME registration certificate, duly signed tender papers, technical bid, GST no., PAN, local address proof. Copy of work orders, completion certificates of similar type of works, three year turn over certificate and all documentary evidence fulfilling eligibility criteria, integrity pact and other required documents.

### Commercial Bid-

Commercial bids are accepted in Online mode only. No hard copies of Commercial bids will be accepted/ evaluated by Bank.

Bids received after closing time of the bid in the e-procurement system are summarily rejected without any reasons.

तकनीकी बोली खुलने की तारीख /date of Opening of technical bid	<b>18.11.2024 upto 4.00 PM</b>
Eligibility Criteria/पात्रता शर्तें	<p>1) बिडर कोइ कंपनी/निगम/नियाम/ट्रस्ट /रेजिस्टर्ड फ़र्म/भारत मे निगमन हो सकता है जो निम्नलिखित पात्रता को पूरा करती हो. पात्रता के संबंधित दस्तावेजी प्रमाणपत्र जमा करना अनिवार्य है. किसी भी रूप मे संयुक्त उपक्रम या संघ को अनुमति नहीं है.</p> <p>The bidder can be a company/ corporation/trust/firm registered/ incorporation in India fulfilling the following criteria and must submit documentary evidences. Joint venture or consortium in any form is not allowed.</p> <p>2) बिडर <b>5 वर्षों से अस्तित्व मे होना चाहिए</b> और उसका पंजीकृत कार्यालय हो.</p> <p>The bidder should be in existence for the last 5 (Five) years and have registered office.</p> <p>3) बिडर मे पिछले माह की समाप्ती तक पाँच वर्षों के दौरान स्ट्रक्चर ओडिट का कम से कम एक कार्य जिसमे एन डी टी शामिल हो किसी केंद्र/राज्य/औटोनोमस बॉडी/पब्लिक सैक्टर /बैंक /वित्तीय संस्था/शासकीय शिक्षा संस्था के लिए किया गया हो.</p> <p>Upto last 5 Years Bidder Should have completed, at least one work of Structural Audit including conducting NDT, for Central / StateGovt./ Autonomous Body/PSU/Bank/Financial Institutions / Govt. Educational institutes etc.</p> <p>4) बिडर के पास नगर निगम या अन्य समकक्ष शासकीय प्राधिकरण से मान्यताप्राप्त <u>स्ट्रक्चर ऑडिट/एनडिटि</u> करने का लाईसंस हो.</p> <p>Bidder Should have <b><u>Licensed of conducting structural audit/NDT works</u></b> registered with Municipal Corporation or equivalent government authority.</p> <p>5) <b>पैन, गुड्स एंड सर्विस टैक्स पंजीकरण नंबर हो.</b></p> <p><b>Must have valid PAN and GST registration numbers.</b></p>
संपर्क अधिकारी /Contact Officer	श्री जितेंद्र माली (प्रबंधक)/Shri Jitendra Mali (Manager) Contact no. 9265110862

- I. बिना टेंडर फीस की तकनीकी बोली या एम. एस. एम. ई. पंजीकरण प्रमाणपत्र की फोटोकॉपी अपलोड नहीं किए जाने पर की तकनीकी बोली को तत्काल निरस्त कर दिया जायगा.
- Technical Bids without uploading of tender fee details or without uploading of MSME registration certificate will be summarily rejected.

- II. सफल बिडर एम.एस.एम.ई. श्रेणी सहित को फ़ाइनल कोटेड राशी के 2% की बीड सेकुरिटी अकाउंट पेयी डिमांड ड्राफ्ट, फ़िक्स्ड डिपॉज़िट, बैंकर चेक या बैंक गैरंटी के रूप में देनी होंगी.  
Successful bidder including MSME has to submit bid security of 2% of final quoted amount in the form of account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee.
- III. टेंडर सिर्फ ऑन लाइन माध्यम से ही स्वीकार किए जायेंगे.  
Tender shall be accepted through online Mode.
- IV. पात्रता शर्तों को पूरी करने वाले ठेकेदारों की ही वित्तीय बोली खोली जायगी.  
Price bids of the contractor fulfilling eligibility criteria shall be opened.
- V. नियत समय के पश्चात प्राप्त टेंडरों को स्वीकार नहीं किया जायगा.  
Tender received after the last date for submission will not be considered.
- VI. बिना सील किए टेंडर को निरस्त किया जायगा.  
Unsealed tenders received are liable for rejection.
- VII. कम्प्यूटर हार्डवेयर, इंटरनेट कनेक्टिविटी, सर्विस प्रोवाइडर या अन्य तकनीकी समस्याओं के लिए बैंक ज़वाबदार नहीं रहेगा.  
Bank is not responsible for any failure of computer hardware, internet connectivity, service provider or any technical problems.
- VIII. यदि बैंक इस टेंडर के बारे में कोई परिशिष्ट, संशोधन, शुद्धिपत्र जारी करता है तो वह इस टेंडर का हिस्सा होगा और उसे बैंक की वेबसाइट पर प्रकाशित किया जायगा. यह बोलीदाता की ज़िम्मेदारी है कि वह हमारे बैंक की वेबसाइट पर जारी किए गए परिशिष्ट, संशोधन, शुद्धिपत्र की जानकारी लेते रहे.  
Addendums/Amendments/Corrigendum issued if any to this NIT/ Tender Document shall be part of this tender NIT/Tender Documents and shall be published in our web sites specified above. It is Bidders responsibility to keep themselves updated on any such Addendums/Amendments/Corrigendum published on our Bank's website.

## **Regional Head / क्षेत्रीय प्रमुख**

### **Regional Office AHMEDABAD/ क्षेत्रीय कार्यालय अहमदाबाद**

4<sup>th</sup> Floor Central Bank of India Building Lal Darwaza, Ahmedabad  
चौथा माला, सेंट्रल बैंक ऑफ़ इंडिया बिल्डिंग लाल दरवाजा अहमदाबाद .

<b><u>APPENDIX REFERRED TO IN THE GENERAL CONDITIONS</u></b>		
1.	Date of commencement	Immediate on receipt of work order./ Handing over the site
2.	Date of Completion	30 Days from issue of Letter of intent./Work order/Acceptance of works.
3.	Minimum value of work done for interim payment	Only one final payment after completion of work.
4.	Payment Terms	1. No advance 2. Final Bill settlement within 30 days from the date of proper submission of satisfactory work completion from Civil Engineer and Manager (GAD). All required documents and joint verification of measurements at site.
5.	Security Deposit	2% of Contract value after award of work..
6.	Retention money for defects liability period	-
7.	Liquidated damages for non-completion of work within stipulated period.	0.25% per day subject to maximum of 5% of contract value.
8.	Validity of the Tender	90 days from the last date of opening of the Tender.
9.	Deduction	1. Income Tax at source as per Income Tax Rules Sales Tax /GST/ Works Contract Tax/ Commercial Tax as applicable in the statement. 2. Cess applicable as per the local rules 3. Any other Levy/Cess/Tax to be deducted at source by law.
10.	Period for honouring final payment	30 working days after the submission of the satisfactory work completion from Branch manager and Bank's civil engineer.
11.	Validity of Rates	The quoted Rates in the Tender shall remain valid till the completion of the work. No escalation in rates shall be allowed.

**CONTRACTOR**  
**Seal and signature**

<b>Information to be furnished by the Application</b>					
1	Name of the organization				
2	Tender Fees Paid through/MSME Registration no.				
4	Registered Office details (Submit firm registration certificate)	Registration number		Date of registration	
		Postal Address			
		Telephone Nos.			
		E-mail Address			
3	Details of similar work executed		Works	Place of work	Amount (Rs.)
	(Submit completion certificate of similar works mentioned in eligibility criteria with details in separate sheet)	1			
		2			
		3			
4	PAN Number (Submit copy of PAN)				
5	GST (Submit copy of PAN)				
6	MSME Registration No.				

**Declaration:**

I/we hereby submit the information in your prescribed pro-forma and understand that if any information is found to be false at a later date, contract / order made between us and Central Bank of India will be treated as invalid. I/We agree that the decision of Central Bank of India in selection will be final and binding on me/us. All the information furnished in the attached sheets is correct to the best of my/our knowledge. Bank shall have the authority to verify all the information provided by me/us. **All supporting documents shall be provided by me/us in authenticity of the information furnished.** I/We agree that I/We have no objection if inspection of my/our premises/workshop, shop etc. is done by the officials of the Bank.

Date:

Place:

Signature

Name:

Stamp:



## **FORM OF TENDER**

To / प्रती

**Regional Head / क्षेत्रीय प्रमुख**

**Regional Office AHMEDABAD/क्षेत्रीय कार्यालय अहमदाबाद**

**Central Bank of India/ सेंट्रल बैंक ऑफ इंडिया**

Dear Sir/ आदरणीय श्रीमान

With reference to the tender invited by you for the work. I/We hereby offer to execute the work under contract at the respective rates mentioned in the schedule of quantities.

आपके द्वारा कार्य हेतु आमंत्रित निविदा के संदर्भ में मैं/हम एतद्वारा अनुसूची में उल्लिखित मात्राओं की संबंधित दरों पर अनुबंध के तहत कार्य निष्पादित करने का प्रस्ताव करता हूँ/करते हैं.

I/We have seen the site and understood the general conditions of contract, special conditions, additional conditions.

मैंने/हमने साइट देखी है, अनुबंध की सामान्य शर्तों, विशेष शर्तों, अतिरिक्त शर्तों को समझ लिया है.

I/We agree to execute the work as per broad scope of consultancy work, specifications, general conditions of contract, special conditions, and additional conditions.

मैं/हम विनिर्देशों, परामर्श कार्य का व्यापक दायरा, अनुबंध की सामान्य शर्तों, विशेष शर्तों और अतिरिक्त शर्तों के अनुसार कार्य निष्पादित करने के लिए सहमत हूँ/हैं.

I/we do hereby agree that the sum shall be forfeited by the bank in event our tender is accepted & I/We fail to execute the contract when required to do so.

मैं/हम एतद्वारा सहमत हूँ/हैं कि यदि हमारी निविदा स्वीकार कर ली जाती है और यदि मैं/हम अनुबंध को निष्पादित करने में विफल रहते हैं, ऐसी स्थिति में बैंक द्वारा राशि जब्त कर ली जाएगी।

I/we understand that you are not bound to accept the lowest or any other tender that you received.

मैं/हम जानते हैं कि आप प्राप्त न्यूनतम या किसी अन्य निविदा को स्वीकार करने के लिए बाध्य नहीं हैं.

Yours faithfully/ भवदीय

**Signature of contractor / ठेकेदार के हस्ताक्षर**

### **BROAD SCOPE OF CONSULTANCY WORK STRUCTURAL AUDIT**

1. Structural audit shall be carried out as a qualitative assessment in accordance with latest guidelines of Indian Society of structural engineers. Visual health inspection of buildings covering internal, external and common areas using light tapping hammer, marking in floor plans all the visible defects, deterioration and quantification.
2. Assessment of damages of RCC members through NDT (Non-Destructive Testing) with calibration chart for the site. Initially digital rebound hammer test and Ultrasonic Pulse Velocity test, Half Cell Potential test etc. Necessity of which will be decided after inspection.
3. Finding the probable causes of damages, seepage / leakages and status of external plumbing installations.
4. Preparation of detailed report based on visual inspection, NDT, suggesting/ phasing out priority wise repair/ remedial and retrofitting measures supported by photographs wherever necessary.
5. Suggesting remedial measure of damaged concrete structure.
6. Preparation of specification, detailed estimate for proposed structural repairs/ restoration, rectification work with rate analysis and BOQ (Bill of Quantities).
7. Bank has intended to modify the residential flats by demolition and construction of Brickwalls. Structural auditor has to impart suggestion on structural stability after demolition and construction of walls.
8. Possibility of installation of passenger lift inside the building.

## **GENERAL INSTRUCTION TO CONTRACTORS**

1. No tender will be received after 14.00 Hrs. on Date: 15.11.2024 under any circumstances whatsoever.
2. The contractors are not expected to include any conditions contrary to tender provisions.

**MODE OF SUBMISSION OF TENDER:** The tender shall be submitted in accordance with the procedure detailed herein.

### **A. Submission OF Tenders:**

Technical and Commercial bid shall be accepted on **On-line mode** as per procedure given in **Instructions to Bidders – e tendering.**

### **B. OPENING OF TENDERS:**

Technical bid containing the tender fees / EMD /MSME registration details, documents shall be opened in the office of General Administration Department, Regional Office AHMEDABAD, 4<sup>th</sup> floor, Lal Darwaja Building, Opp Sidhi Sayed Mosque, Lal Darwaja AHMEDABAD. at 16:00 Hrs. on Dt: 18.11.2024 in presence of Tender Opening Committee and authorized representatives of tenderers.

If the tender fees and other information / documents called for are not found as prescribed form/format, the tender shall be rejected. For MSME Contractors, uploading of MSME Registration Certificate is compulsory.

The tender which is found suitable technically as well as financially whose past performance is found satisfactory to carry out works of similar nature and magnitude as per the details submitted by them and who have fulfilled all other requirements as mentioned in the tender will be considered for opening of Commercial Bid.

The commercial bid of rejected tenderers keeping in view the technical bids will not be opened and E.M.D. without interest will be returned to them as soon as the bank takes any decision to this effect.

The selected contractors will be intimated by the bank regarding **online opening** of the commercial bid. The tenderer or his authorized representative who is competent to take on the spot decision in the matter should be online present.

After the opening of technical, priced tender, no correspondence / revised offer whatsoever may be in nature, will be entertained.

The tender shall remain open for acceptance by the bank for a period of 3 (three) months from the date of opening of the commercial bid which may be extended further by mutual agreement and the tenderer during validity period failing which EMD will be forfeited.

The tenderer must use only the tender forms/documents issued by the Bank. If given space falls short for furnishing the information / separate sheet may be added duly signed by the contractors.

The bank reserves the right to reject or select the tender for opening the priced tender and also the bank will not be bound to accept the lowest tender and reserve the right to accept or reject any or all the tenders without assigning any reason whatsoever.

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The time allowed for the completion of work will be 90 Days from the date of issue of work order.

The acceptance of the tenderer will rest with the bank which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

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

An item rate tender containing percentage below / above will be summarily rejected.

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 / Architect shall be communicated to the Employer.

The bank 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 tender shall be bound to perform the same at the rate quoted.

No employee of the bank is allowed to work as a contractor for a period of two years of his retirement from bank. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of the bank, as aforesaid before submission of the tender or engagement in the contractor's service.

The tender shall not be witnessed by a contractor or contractor who himself / themselves has / have tendered for the same work. Failure to observe this condition would render tender of the contractor tendering as well as witnessing the tender liable to summary rejection.

It will be obligatory on the part of the tenderer to sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority in the bank.

Prices quoted by the tenderer should include all taxes, local taxes, octroi, sales tax, excise duty, sales tax on work contract etc. materials, labour, delivery, installation charges etc. but **excluding GST**. No extra will be paid on any account.

Prices quoted by the tenderer shall remain firm during execution of the work and no escalation on quoted rates shall be entertained on account of variation in the prices of raw materials, labour, taxes and any Government levies etc.

Sales tax or any other tax on material or on finished work like work's contract tax, turn over tax etc. in respect of this contract shall be payable by the contractor and the bank will not entertain any claim whatsoever in this respect.

The Contractor has to supply and adhere to the specific makes and specifications of all the items, which are mentioned in the tender.

All quantities indicated in tender are approximate & are likely to change. Contractor must take actual measurement at site, before starting the work.

Billing to be done as per actual measurement of work done at site. Measurement of work should be taken as per I.S. 1200.

The contractor is instructed to get approval of all the material, fixtures, color and shade before starting the work. If required, he should provide different sample of materials for approval, before execution of work.

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Contractor is strictly instructed to get it approved the Samples of each and every item before putting the finishing material on it.

No changes in the design should be done without any discussion with the Architect and for any clarification, the architects may be contacted.

Rates quoted in tender should be inclusive of all taxes, transportation, loading/unloading, stacking, safe keeping etc. but **EXCLUDING GST**.

Work has to be got executed at site in co-ordination with various other agencies.

Some of the above items may not be operated at all. It will be Bank's discretion. Contractor cannot claim any charges/compensation for non-operation of any items.

If the tenderer has a relative employed in any capacity with the Bank, he shall inform the authority calling the tenders of the fact when submitting his tender.

No addition of extra work outside the contract, however patty, may be carried out except under in accordance with a duly executed agreement or on a special written authority from duly authorized officer of the Employer.

No agreement is valid unless signed by the contractor or his duly authorized agent and by a competent person on behalf of the employer.

Tender, invitation to tender, form of tender, instruction to tenderers, General condition of contract, special condition contract, agreement, specification, Drawings, Time schedules, and the rates and the amount quoted against the item of the tender schedule together with the letter of Intent awarding the work shall from the contract. if there is any conflict between any of provisions in the special conditions and any of other documents refund, the provision in the special conditions of contract shall prevail.

Similarity, if there be any difference between the description in the specification and drawings and works item in the schedule of quantities, the description in the schedule of quantities shall prevail.

**Signature of Contractor & Seal.**

## **GENERAL CONDITIONS OF CONTRACT**

1. Each Tenderer must before submitting his tender, visit the site of works so as to ascertain the physical site conditions, availability and quality of materials according to Specifications before submitting the quotations.
2. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the form and nature of the site, the quantities and nature of access to the site, all type of risks, contingencies and other circumstances which may influence or affect his tender.
3. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Bank might be deemed to have reasonably been inferred to be so existing before commencement of work.
4. The Contractor have to satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of work/items/quantities / Bills of Quantities, which rates and prices shall cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
5. Prices quoted by the tenderer should include all taxes, local taxes, octroi, sales tax, excise duty, sales tax on work contract etc. materials, labour, fluctuation of rates, delivery, installation charges etc. but **EXCLUDING GST**. no extra will be paid on any account.
6. **Quoted rates shall be exclusive of GST.**
7. Rates quoted in tender should be inclusive of scaffoldings, tools & plants, transportation, loading/unloading, stacking, safe keeping etc. or any other expenditure for carrying out the work.
8. No escalation in rates will be allowed under any circumstances.
9. Joint tenders shall not be considered.
10. Conditional tenders quoted by the tender is liable to be rejected.
11. The Bank reserves the right to rejected any or all the tenders, accept part of any tender or entrust the entire work to any contractor or divide the work to more than one contractor (item wise) without assigning any reason or giving any explanation. The rates quoted by the contractor will hold good for this bifurcation and no compensation will be paid on this account.
12. The tenders will remain valid for a period of 3 months from the date of opening of tenders, Bank reserves the right to accept or reject any or all the tenders without assigning any reason to do so. Bank does not bind itself for accepting the lowest tender.
13. All items of work described in the schedule of quantities are paid only after completion of that work in all respects and as per given specifications.
14. The work is to be executed in accordance with the specifications, schedule of quantities, drawings, and any further instructions/drawings, which may be given by the Bank during the execution of work. All drawings related to the work given to the contractor together with a copy of schedule of quantities/BOQ are to be kept at site and the Bank shall be given access to such drawings of schedule of quantities/BOQ whenever necessary. In case any detailed drawings are necessary contractor shall prepare such detailed

drawings with dimensional sketches therefore and have it confirmed by the Bank prior to talking up such work. The contractor shall ask in writing for all clarifications/approvals on issues arising anywhere in drawings, specifications and schedule of quantities or to additional instruction at least 1 week ahead from the time for execution.

15. Bank has right to omit any of items of schedule of rates. It will be Bank's discretion. Contractor cannot claim any charges/compensation for non-operation of any items.
16. **TENDERS:** The entire set of tender paper issued to the tenderer should be submitted Initial / signature every page. Initial / signature will indicate the acceptance of the tender papers by the tenderer. No modifications, writings or corrections can be made in the tender papers by the tenderer.

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

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

The works will be paid for as "measured work" on the basis of authorized actual work done and not as "lump sum" contract, unless otherwise specified.

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 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 Bank.

The Bank has power to add to, omit from any work as shown in drawings or described in specifications or 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 Bank. No variation shall vitiate the contract. The tenderer shall note that his tender shall remain open for consideration for a period of six months from the date of opening of the tender (PriceBid).

17. **EXTRA ITEMS:** The Contractor shall not commence work in respect of any extra items/deviations without obtaining the approval of the Bank in writing. The Contractor shall instantly submit the rate analysis for such items with necessary details to support the rate quoted. The rate shall then be settled by the Bank and necessary certificate based on this shall be given to Bank while incorporating the item in the Bill. The rates will be worked out on actual cost of material and labour, any other expenditure for completing that work plus 15% towards contractor's profit & overheads. For this contractor must submit the rate analysis supported by original vouchers for purchase and labor.
18. The successful tenderer is bound to carry out items of work necessary for completion of job even though the same are not included in the schedule of quantity. Rates of extra items will be derived from the tender. In case the rates do not exist in the tender and extra item is not similar to tender item, then the rates will be worked out as mentioned above.
19. **VARIATION IN SCHEDULE OF QUANTITIES** - Variation in tender quantities in this tender are subject to any variation by way of addition, reduction or deletions of the items or quantities. No compensation whatsoever will be paid for such variations.



20. **AGREEMENT:** The successful contractor will be required to sign agreement in accordance with the draft agreement form enclosed and the schedule conditions. The contractor shall pay for all stamps and legal expenses, incidental thereto. However the written acceptance by the employer of a tender will constitute a binding contract between the employer and the person so tendering whether such formal agreement is or is not subsequently executed.
21. **PERMITS AND LICENSE:** The contractor will arrange permits and license for materials whenever/wherever required at his own cost.
22. **GOVERNMENT AND LOCAL RULES:** The contractor shall conform to the provision of all-local-by-laws and acts relating to the work and to the regulations etc., of the government and local authorities and of any company with whose system the structure is propose to be connected. The contractor shall give all notices required by said act, rules, regulations and by-laws etc., and pay all fees payable to such authority / authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking in to account all liabilities for license, fees for footpath encroachment and restorations etc. and shall indemnify the Bank against liabilities and shall defend all actions arising form such claims or liabilities.
23. The contractor must co-operate with other contractors appointed by the Bank so that entire work shall proceed smoothly with least possible delay and to the satisfaction of the Bank.
24. **SECURITY DEPOSIT** -The successful Tenderer including MSME category to whom the Contract is awarded shall deposit as initial security deposit by Demand draft, fixed deposit receipt, Bankers Cheque or Bank Guarantee a sum to make up 2% of the value of the accepted tender.

The successful Tenderer shall pay security deposit within Ten days after receiving the letter of acceptance of his tender. No interest shall be paid on this security deposit.

The security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/or non-compliance with the conditions of the Contract.
25. **ACCESS TO WORKS:** The Bank and any person authorised shall at all reasonable times have free access to the works and to the workshops, Factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Bank and their representatives for inspection and examination and test of the materials and workmanship. Contractor shall provide everything necessary to access the quality of work. Contractor shall provide everything necessary (measuring tape, ladder, platform etc.) to access the measurement and quality of works.
26. **CONTRACTOR TO PROVIDE ALL EVERYTHING NECESSARY FOR WORKS:** The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machinery's and equipment's and all the necessary centering, scaffolding, staging, planking, timbering, stuffing, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, wards, houses, buildings all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shorting etc., as occasions shall be required or when ordered so to do, and shall fully reinstate and make good all matters and thing disturbed during the execution of works to the satisfaction of the employer/architects.
27. The contractor shall at all times given access to workers employed by the Bank or any authorised employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any, holes, grooves etc. in any work where directed by the Bank as may be required to enable such workmen to lay



or fix pipes, electrical wiring, special fitting. The quoted rates of the tenders shall accordingly include all these above-mentioned contingent works.

28. **TIME OF COMPLETION:** Time for completion of works shall be one month after hand over of site. The entire work is to be completed in all respects within the stipulated period. The work shall be commenced within seventh day from the date of handover of site. Contractor has to strictly adhere with the timeline of tender.
29. **LIQUIDATED DAMAGES:** The successful tenderer is bound to carry out entire work within the period stipulated in the Appendix. The tenderer will have to pay liquidated damages for non-completion of job within stipulated period at the rate of 0.25% per day after expiry of period of completion subject to maximum of 5% of the contract value.

The liquidated damages as mentioned above may not be enforced if the contractor applies sufficiently in advance for extension of time mentioning the unavoidable reasons for extension. The Bank shall, if in its opinion (which shall be final and binding upon the contractor) finds genuine reasons shown by the contractor for such request, grant suitable extension in time limit. Any claim for damage or compensation in relation there to by contractor is not permissible. Also other terms and conditions of the contract will remain unaltered in the extended period.

30. **MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS:** All the works mentioned in the tender or approved extra items are required to be executed in the best and most workmanship manner with materials of the best and approved quality of the respective kinds in accordance with at the particular BOQ specifications, methods/specifications/applications given by manufacturer, instructions and per drawings or as per Bank's instructions during the execution of the work and to Bank's entire satisfaction.

If required by the Bank, the contractor shall have to carry out tests on materials and workmanship at site and at approved materials testing laboratories or as prescribed by the Bank at his own cost to prove that material etc., under test conform to the relevant I.S. Standards or as specified in the specifications.

The work must be done in the best workmanship manner. Samples of all materials to be used must be submitted to the Bank and written approval to be obtained from Bank prior to its application at site.

31. **REMOVAL OF IMPROPER WORK:** The Bank 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 times as may be specified in the order of any materials which in the opinion of the Bank 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 specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent.

The work is liable to be technically examined and audited by the Bank/ Chief Technical Examiner of Central Vigilance Commission, Govt. of India from time to time. Any defects/improvements or testing etc. pointed out by the Bank/ Chief Technical Examiner/ Technical Examiner should have to be carried out by the contractor at his own cost and any deductions suggested by the Bank/CTE/ TE will be affected from the amount payable to the contractor or from his security deposit etc.

32. **CONTRACTOR'S EMPLOYEES:** The contractor shall employ technically qualified and competent supervisors for the work shall be available (by turn) throughout the working hours to receive and comply with instructions of the Bank. The contractor shall engage at least one experienced engineer as site in charge for execution of the work.

The contractor shall employ local laborers on the work as far as possible. No labourer below the age of sixteen years and who is not an Indian shall be employed on the work.

The contractor shall comply with the provisions of all labour legislation including the requirements of

- (a) The payment of wages act.
- (b) Employer's liability act.
- (c) Workmen's compensation act.
- (d) Contract labour (regulation & abolition) act, 1970 and central rules 1971.
- (e) Apprentices act. 1961.
- (f) Any other act or enactment relating thereto and rules framed hereunder 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 connection with any claim that may be made by employed workmen. The contractor shall comply at his own cost with the order of requirement of any health officer or any local authority or the Bank. Contractor shall provide facilities for pure drinking water, sanitation, first aid at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works.

33. **DISMISSAL OF WORKMEN:** The contractor shall immediately dismiss from works any person employed thereon by him on the request of the Bank. Who may in opinion of the Bank is unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation or damages against the employer or any of their chief officer or employee.
34. **ASSIGNMENT:** The contractor shall execute the all the works included in the contract. Contractor shall not directly or indirectly transfer, assign or underwrite the contract or its any part.
35. **DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.** The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths 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 Bank and hold harmless in respect of all and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury of damage under any acts on compensation or damage consequent upon such claim. The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties. The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Bank and must be effected jointly in the name of the contractor and Bank and the policy lodged with the letter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.
36. **INSURANCE:** Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and earthquake, flood, wars, storms etc. The insurance must be placed with a company approved by the Bank, in the joint names of the Bank and the contractor (the name of former being placed first in the policy) for full amount of

contract and for any further sum if called to do so by the Bank, the premium of such being allowed to the contractor as an authorized extra. The contractor shall deposit the policy and receipt for premiums paid with the Bank within 21(twenty one) days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the Bank on his behalf may so insure and may deduct the premiums paid from any money due, or 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 though the fire has not occurred and in all respects under the conditions of the contract. The contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the Bank may deem fit.

37. **ACCOUNTS RECEIPTS & VOUCHERS:** The contractor shall, upon the request of the Bank furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. In case of any discrepancies, the decision of the Bank shall be final and binding on the contractor.
38. **MEASUREMENTS:** Before taking any measurement of any work the Bank's Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Bank's Engineer then in any such event the measurements taken by the Bank's Engineer or by the 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.
39. **PAYMENTS:** Only one final payment shall be made to Contractor. All bills shall be prepared by the contractor in the form prescribed by the Employer/Architects.  
The amount stated in an interim certificate shall be the total value of works which is properly completed and executed as per specifications and up to Bank's satisfaction. Any items which are under progress shall not consider in the Bills. The Bank will deduct retention money of these conditions. The refund of retention money will be made as after completion of defect liability period. If the Bank has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removal and taken away and reconstructed, or re-erected or be considered as and admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Architect/Bank and payment shall be made within three months. No mobilization advance or secured advance on materials or any other advance will be granted by the Bank.
40. **FINAL PAYMENT:** The final bill shall be accompanied by a certificate of completion from the Bank. Payments of final bill shall be made after receiving the Bank's user department certificate that the contractor has rectified all defects to the satisfaction of the Bank. All payments, interim bills already made to the contractor shall also deduct in the final payment. The acceptance of the payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed. The employer shall have a right to cause technical examination and audit of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the employer to recover the same from the contractor from any sum due to him.

41. In case, after completion of the work and final payment to the contractor, it is found on account of General Audit, Technical audit and or any other reason whatsoever that any amount is recoverable from the contractor, it shall be lawful for the employer, to recover the same from any sum whatsoever payable by the Bank to the contractor either in respect of this contract or any other contract or on any other account by any other branch/department of the employer.
42. **SITE MEETINGS:** Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the architect/ consultant.
43. **SUBSTITUTION:** Substitution should be contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Bank in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Bank as to be obtained in writing. Decision of the Bank will be final.
44. **PREPARATION OF OFFICE SPACE FOR OCCUPATION AND USE ON COMPLETION:** The whole of the work will be thoroughly inspected by the contractor himself and deficiencies and defects put right. On completion of contractor's inspection, the contractor shall inform the Bank that he has completed the work and it is ready for inspection by the Bank.
45. **CLEARING SITE ON COMPLETION:** On completion of the works the contractor shall clear away and remove from the site all tools & plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Bank. The rate quoted by the contractor shall include all such contingencies. On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, stair-cases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Bank.
46. In Between execution of works, if it is found by the Bank that dumped material are making difficulties in movement of public, then contractor has to remove/shift that material from that place immediately.
47. **DEFECTS AFTER COMPLETION:** The contractor shall make good at this own cost and to the satisfaction of the Bank all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work- In default the Bank may employ and pay other persons to amend and make good such damages, 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 Contractor by the Bank .
48. **CONCEALED WORK:** The contractor shall give due notice to the Bank whenever any work is to be buried in the earth, enclosed or in the bodies of walls/partition or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default where of the same shall, at the opinion of the Bank be either opened up for measurement at the contractor's expenses or no payment may be made for such materials Should any dispute or differences arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked the notes of the employer/ architects shall be accepted as correct and binding on the contractor.

49. **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 or materials, labour, sales tax, octroi, etc. (EXCLUDING GST).
50. **SIGNING OF TENDER:** The tender shall contain the name residence and place of business of person or person making the tender and shall be signed by the contractor with his usual signature. Partnership firms shall furnish the full name of all partners in the tender. It should be signed in the partnership name by all partners or by duly authorized representative followed by corporation shall be signed by an authorized representative, and in power of Attorney in that behalf shall accompany the tender. A copy of constitution of the firm with names of all partners shall be furnished.
51. **TRANSFER OF TENDER DOCUMENTS:** Transfer of tender documents purchased by one intending contractor to another is not permitted.
52. **SPECIAL CONDITIONS OF CONTRACT:** Special condition of contract shall be read in construction with the general conditions of contract, specifications of work, Drawings and any other documents formed part of this contract where the context so required. Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to the complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so. Where any portion of the General Conditions of Contract it repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provisions of the special conditions of contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy of variations.
53. **RIGHTS OF BANK TO FORFEIT SECURIT DEPOSIT:** Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, Bank shall be entitled to recovery such sum by appropriating in part or whole, the security deposit of the contractor, and to sell Government securities, etc. forming whole or part of such security. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time there after any become due to the Contractor under this or any other contract with the Bank and should this be not sufficient to cover the recoverable amount the contractor remaining due.
54. **ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:** In any case in which under any clause or clauses of this contract the contractor shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by installments) or have committed a breach of any of the terms contained in this contract Employer shall have power to adopt any of the following courses as they deem best suited to its interest.
- a. To rescind the contract of which rescission notice in writing to the contractor under the hand of the Site Engineer shall be conclusive evidence in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Bank.
  - b. To employee Labour paid by Bank and to supply material to carry out the work or any part of the work debiting contractor with the cost of Labour and the price of the materials of the amount of which cost and price, a certificate of the Bank's Civil Engineer shall final and conclusion against the contractor, and credit by him with the value of the work done, in all respect and same manner and at the same rates as if it had of carried out by the contractor under the terms of his contract. The certificate of the Bank's Civil Engineer to the value of the work done shall be final and inclusive against the contractor.
  - c. Unexecuted jobs to give is to another contractor to complete, which case may expenses which may be incurred in excess the sum which would have been paid to the original contractor had the work been executed by him shall borne and paid by the original contractor and may



deducted from any money due to him otherwise or from his security deposit or retention money or from the proceeds of sale thereof, or a sufficient thereof.

55. The event of any of the above course being adopted by the Bank, the contractor shall have no claim compensation for any loss sustained by him be reason his having purchased or procured any material or bear on to any advances on account of or with a view the execution of the work or the performance of the contract.
56. **EXECUTION OF WORKS:** All the works shall be executed in strictly as per the provisions of the contract and according to detailed drawings, specifications and instructions as may be furnished from time to time to contractor by the Bank whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works are executed in the most substantial proper workmanship in strictly as per specifications and to the satisfaction of the Bank. Wherever it is mentioned in the specifications that the contractor shall perform certain work or provide certain facilities/ materials, it is understood that the contractor shall do so at his cost. The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein and codes referred to. In case certain jobs are not having any Indian Codes, that job shall be executed according to instruction and Bank's satisfaction.
57. **SCHEDULE OF RATE TO COVER CONSTRUCTIONAL PLANT, MATERIALS, LABOUR, ETC.**  
Rates quoted by the contractor shall include and cover the cost of all constructional plant, temporary works (except as provided for herein) pumps, materials, labour, insurance, fuel, stores, etc.
58. **SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:** Quoted rates shall include the cost of all royalties and fees for all articles, processes, protected by letters, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to Bank which the contractor hereby give against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or the use on the works of any such articles, processes or materials Octroi or other municipal or local Board charge, if levied on materials, equipment or machinery's to be brought to site and removed form site for use on work or after completion of the work, shall be borne by the contractor.
59. **PROCEDURE FOR MEASUREMENT & BILLING OF WORK IN PROGRESS MEASUREMENTS:** All measurements shall be as unit mentioned in the Price Bid. All the works executed at site shall be recorded in the measurement book/sheet by the contractor. For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Site Engineer. Bank's Civil Engineer or his representative will take measurements and this will be deemed to be correct, and binding on the contractor. Works that are likely to be covered up by subsequent operations should be got measure before such covering up, failing which such covered works may be liable for not being measured.
60. **BILLING:** The contractor will submit a bill in approved Performa in triplicates to the Bank alongwith detailed measurement for the various items executed during a month.
61. **DISPUTE ABOUT MODE OF MEASUREMENT:** In case of any dispute, mode of measurement as per Indian Standard Specification No. 1200 shall be followed.
62. **RECEIPT FOR PAYMENT:** Receipts for payments made on account of executed work, must be signed by a person holding due power of attorney in this respect on behalf of the contractor, except when the contractor is described in his tender as a limited company in which case the receipts must be signed in the name of the company by one of its Principal officers or by some other persons having authority to give effectual receipt for the company. The Bank shall have the right to cause a technical examination of the works and final bill of contractor including all supporting vouchers, abstracts, etc.,

to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum found to have been overpaid or over certified, it shall be lawful for the Bank to recover the sum.

63. In case, after completion of the work and final payment to the contractor, it is found on account of General Audit, Technical audit and or any other reason whatsoever that any amount is recoverable from the contractor, it shall be lawful for the employer, to recover the same from any sum whatsoever payable by the employer to the contractor either in respect of this contract or any other contract on any other account by any other branch/department of the Bank.
64. **PHOTOGRAPHS:** The Contractor shall at his own expense supply to the Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one month during the progress of the work or at every important stage of construction. In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with each Bill for the project clearing showing major progress of work measured and claimed therein failing which the Bank may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.
65. **SUSPENSION:** If the contractor except on account of any legal restraint upon the Bank preventing the continuance of the work or in the opinion of the Bank shall neglect 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 Bank shall have the power to give notice in writing to the contractor requiring the work to be proceeded with in a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause. After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the Bank may proceed as provided in Termination of Contract by Employer clause.
66. **TERMINATION OF CONTRACT BY EMPLOYER:** If the contractor being a company go 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 number or 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 insolvency, shall repudiate the contract, 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 Bank 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, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such 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 cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the Bank 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 by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the Bank or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants

and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing 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 in 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 contractors 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 contractors or against the Security Deposit. Any change in Term conditions and Variation can be accepted by permission of Regional Head Only.

67. **ARBITRATION:** The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Bank or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the \*Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).

In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Appointing Authority namely Indian Council of Arbitration OR President of the Institution of Engineers (India) OR The International Centre of Alternative Dispute Resolution (India) as specified in the SCC.

If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Appointing Authority, both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Appointing Authority, making such an appointment shall be furnished to each of the parties.

Arbitration proceedings shall be held in India at the place specified in the SCC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.



The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

Where the value of the contract is Rs. 2 crores and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (namely the Indian Council of Arbitration OR President of the Institution of Engineers (India) OR The International Centre for Alternative Dispute Resolution (India) as specified in the SCC).

Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **SPECIAL CONDITION OF THE CONTRACT**

1. **TENDER :** Tenders are to be submitted in details as set out in the Schedule of Quantities and must be completed in all respects. The Bank reserves the right to discharge any or all the tenders for each section or split up and distribute any item of work to any specialist firm or firms without assigning any reason. No stipulation/condition (commercial or technical) other than the tender should be enclosed by the contractor in any of the tender envelopes/covers or inserted on the body of the tender papers issued, in which case this may be liable to rejection.
2. **RATES QUOTED:** The rates quoted in the tender shall be for the finished items of work. The rates quoted shall include all the charges required for labour, material, sheds for storage of materials, transportation of material and equipment, tools and plants, cleaning of sites during execution/completion of various items of work, overheads, supervising staff salary etc. The rates quoted shall also include all duties, royalties, cess, sales tax on materials, income tax, service tax, octroi, sales tax on work contract or any other taxes or local charges or duties etc. as applicable till the completion of work. No extra claim will in any case be entertained. The rates shall be firm and shall not be subjected to exchange variations due to labour conditions or any other conditions what so ever. **Quoted rates shall be excluding GST.**
3. **PAYMENT:** Payment will be made by the Bank after receipt and check of the contractors bill by the Bank's Civil Engineer after deduction of income tax, sale tax on work contract, Security deposit, etc. as per statutory rules and terms of tender for the value of authorized work executed as per specifications and drawings. For this purpose the contractor must submit his on account bills on the prescribed form duly accompanying the detailed measurements in support and showing deductions for the provisional payments received by him. The security money thus retained from all bills and initial security deposit will become payable only after 12 months after final completion of work as per specifications, design and drawings. The Employer is not liable to pay any interest on the security money thus retained.
4. **VALIDITY OF PRICE:** The contractor shall have no right to ask for the alteration of the rates, terms and conditions quoted by the contractor and shall be final and to be subsisting and valid for the execution of the work.
5. **LOWEST TENDER :** The employer shall have the right to reject any or all the tenders and will not be bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the employer in this respect.
6. **CO-OPERATION:** The contractor will be required to consult and co-operate with other contractors whose work may be affected by the work under this contract.
7. **TREASURE TROVE ETC.:** Any treasure trove, coin or object antique which may be found on the site shall be the property of the employer and shall be handed over to the Bank.
8. **WATER SUPPLY, LATRINE ETC.:** The selected tenderer shall make his own arrangements at his own costs for the supply of approved quality water required for construction and for drinking purposes and shall provide at his costs all tubes, fittings and temporary plumbing works required and on completion of the works, shall remove all temporary appliances and make good any work disturbed for making such arrangements to the satisfaction of the employer.
9. **ELECTRIC SUPPLY:** Electricity for execution purpose (tools & plants, lighting) will be provided by the Bank free of cost. Only supply point/source will be provided by the Bank. Contractor has to make his own arrangement of supply system like temporary switch board, temporary Electric panel board, wires, measurements meters, running & maintenance of plants etc. at his own cost. Contractor has to ensure for proper supply of electricity at its own risk. Bank is not liable for any damages of contractor's tool & plants,

machinery or anything else caused due to high voltage, short circuits, electric shock to labors/contractor's representative etc. or due to any other reasons. No contractor's claim compensations shall be entertained/ payable.

10. **METHOD OF MEASUREMENT:** Unless otherwise mentioned in the Schedule of Quantities measurements will be on the net quantities of work produced in accordance with up-to-date rules laid down by the Indian Standards Institution. In the event of any dispute in regard to the measurements of the work executed, the decision of the Bank shall be final and binding on the contractor.

11. **NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:** The contractor shall give not less than 5 days notice in writing to Bank before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach any work without the consent in writing of the Bank. If any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses, or in default thereof no payment or allowance shall be made for such work or the materials, with which the same was executed.

#### 12. ACTION WHERE NO SPECIFICATION / CONTRADICTION

A). The work is to be carried out by combining the details in Schedule of quantities, Drawings and Technical specifications. If there is any discrepancy / contradiction between Schedule of quantities, Drawings and Technical specification, the first preference is given to Description in schedule of quantities, second to drawings and third to Technical specifications.

B). In the case of any item of work for which there is no specification in Technical Specifications, such work shall be carried out in accordance with the I.S./CPWD Specification and in the event of there being no I.S./CPWD Specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Bank.

13. **WORKMEN'S COMPENSATION ACT :** The contractor shall ensure that workmen employed by him for execution of work are suitably covered against Workmen's Compensation Act and that all liabilities arising out of Workmen's Compensation Act, ESIS and other legislative enactments applicable, to such works and workmen shall be to the contractor's account.

14. **GATEKEEPER AND WATCHMAN:** The contractor from the time of being placed in possession of the site must make arrangement for watching, lighting and protecting the work, all materials, workmen and the public by day and night on all days including Sunday and holidays at his own cost. The contractor shall make adequate arrangement for watch and ward of his material and shall ensure the safety, breakage and any theft of material fixed or unfixed by him.

15. **Contractor Not To Deposit Materials In A Manner That May Cause Inconvenience To The Public:** The contractor(s) shall not deposit materials on any site which will seriously inconvenience to the public. The Employer may require the contractor to remove any or all materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

16. **LIQUIDATED DAMAGES:** Time is the essence of the contract. The completion of the works is essential to comply with various requirements of the bank. Thus the contractor shall beware and take a note that non-completion of the works will affect the Bank's committed programs and thus the loss by way of delayed completion of related works etc, are invaluable and cannot be easily assessed. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, the Bank is liable to charge the Contractor without the necessity of providing for any details of such losses suffered by the Bank.

Thus if the Contractor fails to complete the works within the time for completion in the Notice Inviting the Tender or extended time in writing by the Bank, the Contractor shall pay the Employer the sum of the rate of 0.25% per day subject to maximum of 5% of contract value for the period during which the said works shall so

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remain incomplete. The Bank shall have the right to adjust, / set-off against any sum payable to the contractor under this or any other contract with the Employer.

17. The work executed should be got approved by the Bank and contractor shall rectify and bad workmanship pointed out at any stage and remove from site all the rejected material

18. The contractor will attend to all defects noticed during defect liability period. If the contractor fails to attend to the defects within a reasonable time these defects will be rectified by the Bank and the expenditure incurred on this account will be recovered from security deposit, or any other money due on to time.

19. The contractor shall remove all rubbish etc. out of site/premises wash and clean the floors and hand over the site in proper and tidy condition on the completion of work at his own cost.

20. The contractor will take necessary precautions for carrying out the work avoiding any damage to fixed or loose furniture, structures/decorative parts of the property. The contractor will rectify any damages done at his cost.

21. Applicable Income-Tax of the Bill Amount will be deducted at source from the contractor's bill and will be deposited with the I.T.O as per rules.

22. The Bank may delay the progress of work without, in any way, vitiating the contract and grant such extension of time for the commencement/completion of the contract as it may think proper and sufficient in consequence of such delay and the contractor shall not make claim for compensation of damages in relation thereof.

23. The Contractor will not execute any extra item without Bank's permission in writing.

24. The quantities mentioned in the schedule of quantities are approximate. Payment will be on actual work done by the contractor. However the contractor should not deviate the quantity without Bank's permission.

25. The Bank has a right to alter the nature of work and to add or omit any items of work or to have the option of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

26. Measurement for all items shall be taken as per actual work done and no claim for any wastage in all material shall be considered.

27. Contractor has to prepare sample of chair, table and part counter for the approval of the Bank.

28. Contractor must quote balanced rates as quantities mentioned in the tender are approximate and may vary to any extent. No extra shall be given on this account.

29. Contractor has to submit Photographs of the completed furnishing work in duplicate along with soft copy in from of C.D.

30. Contractor shall have prepared any No of samples as directed by Architect/Bank before finalizing of scheme. For this No extra payment shall made.

31. Tender, without tender fee & EMD will be rejected.

**FORM OF AGREEMENT**

(सफल बोलीकर्ता द्वारा रु. 300/- के गैर अदालती स्टाम्प पेपर पर निष्पादित किया जाए)  
(On Rs.300/- non-judicial stamp paper by the successful bidder)

ARTICLES of AGREEMENT made this \_\_\_\_day \_\_\_\_ Months\_\_\_\_ year between the Regional Head AHMEDABAD Central Bank of India having its Regional Office at , 4th floor, Lal Darwaza Building, AHMEDABAD. (Hereinafter referred to as the “Employer/Owner” which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and M/s\_\_\_\_\_ duly represented by one of its proprietor/partner Mr./Mrs.\_\_\_\_\_ aged \_\_\_\_S/O Shri\_\_\_\_\_ residence at\_\_\_\_\_ and having their office at \_\_\_\_\_ (Hereinafter referred to as “Contractor” unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

AND WHEREAS for the purpose of the said project, the Employer invited sealed tenders from experienced, resourceful and bonafide contractors vide his Notice Inviting Tender (No.\_\_\_\_dated.).

WHEREAS the contractor submitted his Tender along with the Tender Documents containing General Notes, General Conditions of the Contract, Special Conditions, Layout, and Schedule of Quantities etc. for the works (Hereinafter collectively referred to as the “said conditions”), duly signed on each page as a token of his acceptance of the same..

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.

AND WHEREAS the Employer has accordingly issued the work order (No.\_\_\_\_dt.\_\_\_\_) to the contractor subject to his furnishing the requisite Security Deposit.

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance No\_\_\_\_.dt.\_\_\_\_(Copy enclosed Vide Annexure-I) and has also deposited with the Employer a sum of Rs.\_\_\_\_which with the requisite Security Deposit @ 2% of the accepted Tender Value of Rs.\_\_\_\_\_.

AND WHEREAS the Employer has caused the plans, drawings, specifications, schedule of quantities etc. relating to the project at the works site at \_\_\_\_\_to be issued to the contractor

NOW, therefore, it is hereby agreed to and between the party as follows:

1. Contract documents

The following documents shall constitute the Contract Documents.

- i. This Article of Agreement.
- ii. Tender submitted by the Contractor included the N.I.T and Tender Documents (Vide Annexure - I).
- iii. Corrigendum to tender document if any.
- iv. All correspondence between the Bank and the Contractor from the date of issue of N.I.T and the date of issue of work order.
- v. Work order No.\_\_\_\_dt.\_\_\_\_ (Vide Annexure-II).

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- 2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said Owner/Employer and described in the said Specifications and the said Schedule of Quantities.
- 3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein before stated, Employer reserves itself the right of altering the drawings and the nature of the work and addition to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
- 4) As mentioned in Article 1 above, the said conditions shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
- 5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of AHMEDABAD thereto. The decision of the arbitration shall be final and binding on both the parties.

IN WITNESS WHEREOF THE PARTIES to their presents have hereunder set and subscribed their hands, the day, month and year first above written.

On Behalf of Contractor & Seal

On Behalf of Central Bank of India.

Witness

1) \_\_\_\_\_

2) \_\_\_\_\_

## **Instructions to Bidders – e tendering**

1. The Bidders participating through e-Tendering for the first time, for Central Bank of India will have to complete the Online Registration Process on the portal. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token. If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission), please contact on the support numbers given in the support details.

### **2. Registration Process for Bidders**

- a) Open the URL: <https://centralbank.abcpocure.com/EPROC/>
- b) On Right hand side, Click and save the Manual "**Bidder Manual for Bidders to participate on e-tender**"
- c) Register yourself with all the required details properly.
- d) TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders
- e) LOG IN NAME & PASSWORD: Each Vendor / Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section of the portal (of the agency concerned, using the Login IDs and passwords given to them.

Bid Submission Mode.	<a href="https://centralbank.abcpocure.com/EPROC/">https://centralbank.abcpocure.com/EPROC/</a> Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries	e-Procurement Technologies Limited Technical Support Team  Mr. Sujith Nair: 079 68136857 <a href="mailto:sujith@eptl.in">sujith@eptl.in</a>  Ms. Geeta : 079 90334460 <a href="mailto:geeta@auctiontiger.net">geeta@auctiontiger.net</a>  Ms.Khushboo : 09510813528 <a href="mailto:khushboo.mehta@eptl.in">khushboo.mehta@eptl.in</a>  Ms. Pooja : 09328931942 <a href="mailto:pooja.shah@eptl.in">pooja.shah@eptl.in</a>  Ms. Komal : 07904407997 <a href="mailto:komal.d@eptl.in">komal.d@eptl.in</a>  Mr Nandan Valera : 9081000427 <a href="mailto:nandan.v@eptl.in">nandan.v@eptl.in</a>  Ms Vrusha Soni : 9904407997 <a href="mailto:vrusha@eptl.in">vrusha@eptl.in</a>  Mobile Numbers: 91-9904407997, 9081000427



Note: please note Support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

f) All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

g) BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid.

### **Preparation & Submission of Bids-**

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ON LINE” shall be summarily rejected. No other form of submission shall be permitted.

### **Dos and Don'ts for Bidder**

- Registration process for new Bidder's should be completed at the earliest
- The e-Procurement portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.
- Bidder has to prepare for submission of their bid documents online well in advance as the upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.
- To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
- Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- Part submission of bids by the Bidder's will not be processed and will be rejected.

### **Terms & Conditions of Online Submission**

1. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcpocure.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.



3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

### **3 Guidelines to Contractors on the operations of Electronic Tendering System of Central Bank of India**

#### **3.1 Pre-requisites to participate in the Tenders**

Registration of Bidders on Electronic Tendering System on Portal of CBI: The Bidders Non Registered in Central Bank of India and interested in participating in the e-Tendering process of CBI shall be required to enroll on the Electronic Tendering System. To enroll Bidder has to generate User ID and password on the “<https://centralbank.abcpocure.com /EPROC>”

#### **Registration of New bidders:**

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

The Bidders may obtain the necessary information on the process of Enrollment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from Electronic Tendering System for CBI. i.e. <https://centralbank.abcpocure.com/EPROC>

### **3.2 Preparation of Bid & Guidelines of Digital Certificate**

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption)

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendment.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central Bank of India as per Indian Information Technology Act, 2000 and subsequent amendment. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub

Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encryption.

### **3.3 Recommended Hardware and Internet Connectivity**

To operate on the Electronic Tendering System, the Bidder are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows 7 and above Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.

#### **Toolbar / Add on / Pop up blocker**

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

### **3.4 Online viewing of Detailed Notice Inviting Tenders**

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by CBI on the home page of CBI e-Tendering Portal on <https://centralbank.abcprocure.com/EPROC>.

#### **1.5 Download of Tender Documents:**

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must purchase the bidding documents via Demand Draft mode by filling the cost of tender form fee.

### **3.6 Online Submission of Tender**

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of CBI. The templates may be either form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Unloadable document type of templates, the Bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

#### **Notes:**

- a) The Bidders upload a single documents unloadable option.
- b) The Bid hash values are digitally signed using valid class II or Class - III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.

- c) The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- d) This stage will be applicable during both. Pre-bid/ Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which is available for download under Download section on <https://centralbank.abcprocure.com/EPROC>

Steps to encrypt and upload a document:

- Select Action: Encryption-> Tender ID: (enter desired tender ID) -> Envelope: (Technical/Price Bid)-> Add File: (Select desired document to be encrypted)- > Save File(s) to: (select desired location for encrypted file to save).
- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e. Technical/ Commercial.

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush Bidder can fix a call with support team members in case guidance is required by calling on below mentioned numbers.

Bidders need to take extra care while mentioning tender ID, entering incorrect ID will not allow Bank to decrypt document.

### **3.7 Close for Bidding:**

After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

### **3.8 Online Final Confirmation:**

After submitting all the documents bidders need to click on "Final Submission" tab.

System will give pop up "You have successfully completed your submission" that assures submission completion

### **3.9 Short listing of Bidders for Financial Bidding Process:**

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Financial Bidding Process. The short listed Bidders will be intimated by email.

### **3.11 Tender Schedule (Key Dates):**

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender: All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

## **Safety Codes**

- (i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder used for carrying material as will, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4) horizontal and 1vertical)
- (ii) Scaffolding or staging more than 4m. above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffoldings or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- (iii) Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 12feet above the ground level on the floor level. They should be closely boarded, should have adequate width and should be suitably fastened, as described in (ii)above.
- (iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be -3'0". Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- (v) Safe means of access shall be provided to all working platforms and the working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between side rail in rung ladder width shall in no case be less than 290mm. for ladder up to and including 3m. in length. For longer ladders this width should be increased at least 20mm. for each additional meter or length.
- (vi) All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- (vii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.