

**PROPOSED INTERIOR FURNISHING, ELECTRIFICATION & AIR
CONDITIONING WORK OF
REGIONAL OFFICE, LIC SQUARE, NAGPUR (M.S.)**

**E- TENDER FORM
INTERIOR FURNISHING, ELECTRIFICATION & AIR CONDITIONING
WORKS**

Regional Head

Nagpur Region, Central Bank of India,
Oriental Building, Second Floor, LIC Square, Station Road, Nagpur - 440001

ARCHITECT

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**Regional Office, Central Bank Of India, Nagpur Region, Oriental Building,
Second Floor, LIC Square, Station Road, Nagpur-440001**

E- TENDER NOTICE

Place of work	Central Bank of India, Regional Office, Nagpur.
Estimated cost of the Project	Rs. 53,30,475/- + GST Extra (for 3924 SQFT area on Ground Floor)
Time of Completion of Work	60 Days
Cost of the Tender Documents	Rs. 2000/- (Non refundable) by way of Nationalized Bank/ Scheduled Bank Demand Draft/ Pay order favoring “Central Bank Of India, payable at Nagpur” (the name of the firm should be written on the back of the DD/Pay Order and send it to Regional Head, Central Bank Of India, Oriental Building, Second Floor, LIC Square, Station Road, Nagpur – 440001) even if the blank tender form is downloaded from website. exemption will be as per government rules applicable to MSME with EMD exemption Certificate from NSIC (The National Small Industries Corporation Ltd.)
Empanelment conditions	Empaneled with Banking Sector in Nationalized Banks/ Scheduled Banks or Government /Public Sector Financial Institutions
Sale of the Tender Documents/ Download Blank Tender Forms	The blank tender document can be downloaded from BANK’s website: www.centralbankofindia.co.in & on e-tender website https://centralbank.abcpocure.com .
Earnest Money Deposit (EMD)	Cost of Tender i.e. Rs.2000/- (Rupees Two Thousand only) (non refundable) by way of DD/ Pay order should be enclosed with the Earnest money deposit of Rs.1,07,000/- (Rupees One Lakh Seven Thousand only) by way of DD/ Pay order in the name of “ Central Bank Of India ”. (the name of the firm should be written on the back of the DD/Pay Order and send it to Regional Head, Central Bank Of India, Oriental Building, Second Floor, LIC Square, Station Road, Nagpur – 440001). And copy of same should be uploaded in e-tender document. Tenders without cost of tender document and Earnest Money Deposit (EMD) will not be considered and shall be out rightly rejected. EMD exemption will be as per government rules applicable to MSME with EMD exemption Certificate from NSIC (The National Small Industries Corporation Ltd.). Relevant documents should be submitted.

Date of issue of Tender	From 12/11/2024 To 04/12/2024
Pre- Bid meeting	20/11/2024 at 11.00 AM
Last Date of Submission of Tender	04/12/2024 up to 17.00 PM only
Date of opening of Technical Tender	04/122024 - 17.30 PM
opening of Technical Tender	Technically qualified contractors will be intimated accordingly
Independent External Monitor (IEM)	Mr Anant Kumar MAIL ID: - anant_in@yahoo.com , Mob - 9911178856 ----- Mr.Nirmal Anand Joseph Deva MAIL ID: - meghanadeva2022@gmail.com , Mob - 9000881570,6304041900
Email for Correspondence	gadnagpro@centralbank.co.in
Contact person name	Anil kumar / senior Manager - 9405589587
Place of submission of Bids & opening of bids	Tenders to be submitted on line at https://centralbank.abcprocure.com

The bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.

Signature & Seal of Contractor

Regional Head

Nagpur Region, Central
Bank of India, Oriental
Building, Second Floor,
LIC Square,
Station Road,
Nagpur –
440001.

Instructions to Bidders for online tendering – 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.abcprocure.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.	https://centralbank.abcprocure.com/EPROC 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 sujith@eptl.in Ms. Geeta : 079 90334460 geeta@auctiontiger.net Ms.Khushboo : 09510813528 khushboo.mehta@eptl.in Ms. Pooja : 09328931942 pooja.shah@eptl.in Ms. Komal : 07904407997 komal.d@eptl.in Mr Nandan Valera : 9081000427 nandan.v@eptl.in Ms Vrusha Soni : 9904407997 vrusha@eptl.in 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.abcprocure.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.abcprocure.com /EPROC](https://centralbank.abcprocure.com/EPROC)

Registration of New bidders:

<https://centralbank.abcprocure.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.abcprocure.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>.

3.5 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:

6.a) The Bidders upload a single documents unloadable option.

6.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.

6.c) The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.

6.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://centralbankabcprocure.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.

3.10 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.

Manner of Submission of Tender:

The tenders to be submitted in two separate parts i.e. Technical and Financial as below: -

Part No.1

The first part i.e. Technical Part shall contain the following Documents.

- 1) **Image of Crossed Demand draft of any Nationalized /Scheduled Bank of said amount for Tender fee and Earnest money deposit (EMD). Physical Demand drafts shall be submitted to our Regional Office at address mentioned above in this tender. No cheques shall be accepted.**
- 2) **If the firm is a partnership firm, attested copy of registered partnership deed registered with office of sub-registrar along with certificate of registration (form "H" under rule 17) under partnership Act, 1932.**
- 3) **Attested copy of Registered general power of Attorney Registered in the office of sub-registrar in case of partnership firm, if the tenderer is authorised signatory on behalf of the partnership firm & its partners.**
- 4) **Performance certificates & work orders from Banking sector in Nationalized Banks/ Scheduled Banks or Government /Public Sector Financial Institutions of execution of similar type of Interior furnishing, Electrification & Airconditioning works as follows:**
- 5) **Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following:**
 - **Three similar completed works costing not less than the amount equal to 40% of the estimated cost**
 - Or**
 - **Two similar completed works costing not less than the amount equal to 50% of the estimated cost Or**
 - **One similar completed work costing not less than the amount equal to 80% of the estimated cost.**
- 6) **Experience Certificate for similar type of works from any Banking sector in Nationalized Banks/ Scheduled Banks or Government /Public Sector Financial Institutions shall be enclosed by the contractor in the first part only without which the tender shall be outrightly rejected.**
- 7) **Performance certificates & work orders from competent authorities of Banking sector in Nationalized Banks/ Scheduled Banks or Government /Public Sector Financial Institutions for satisfactory completion of works shall be enclosed without which the Tender shall be out-rightly rejected.**
- 8) **Valid copy of GST registration shall be enclosed without which the Tender shall be out-rightly rejected.**
- 9) **In addition to above Income Tax returns for last three years along with audited Balance sheets certified by CA shall be enclosed.**
- 10) **Copies of PAN card, Adhar card as Applicable shall be enclosed.**

- 11) The firm shall have **establishment** since **Last Five financial years**
- 12) Attested copies of **Memorandum of Association & Certified copy of Resolution** in case of any **Private Limited/ Public Limited Companies** shall be enclosed.
- 13) EPFO & ESIC Registrations are mandatory and copy of registration Certificates should be enclosed The EPFO & ESIC registration certificates should be of before date from the date of publication/floating/issue date of Tender. Without EPFO & ESIC registration certificates the Tender is liable to be rejected. However, if the registration certificates are not applicable to any of the tenderer as per the standard norms of government, the tenderer shall provide a declaration on letter head quoting the reasons for the same.
- 14) Technically Qualified Engineer/ Supervisor should be available @ site who has understanding of the drawings and execution of works. His name along with his qualification and Consent letter should be enclosed in envelope No. 1 who shall be available @ site during the progress of work.
- 15) The Tenderer with whom, Memorandum of Understanding for electrical works is made must hold valid electrical license from the Competent Government Authority who shall carry out the electrification works. Hence, **Valid Electrical License/ Registration** from competent authority is to be enclosed with notarised Memorandum of Understanding on Rs. 500/- General Stamp paper as per the Format (enclosed on page No. 14) in Technical Bid without which Tender will not be considered and shall be outrightly rejected.
- 16) The tenderer shall submit notarised memorandum of understanding on Rs. 500/- general stamp paper for **Air conditioning works** as per format (enclosed on page No. 15).
- 17) An undertaking on Rs.100/- Stamp paper in original is to be enclosed stating that I/we/Firm has not been **black-listed** in any of the financial institutions/Banks & not found guilty of any misconduct.
- 18) **In compliance with tender requirements, it is mandatory for contractors to have their Registered Office/ Branch office located within the Nagpur Region. Failure to provide valid proof of such an office will result in the rejection of the tender application. This stipulation ensures that the contractor has a local presence, which can be crucial for timely and effective communication, coordination, and project execution.**

IMPORTANT NOTE: IF AT THE TIME OF VERIFICATION OF DOCUMENT IT IS FOUND THAT DOCUMENTS ENCLOSED ARE NOT IN ORDER, THE TENDER IS LIABLE TO BE OUTRIGHTLY REJECTED

Part No.2 The second part i.e. Financial bid shall contain only the completed Tender document/ price bid along with the drawings and details issued with the blank tender forms duly signed by the Contractor should be enclosed.

If the Bank is satisfied with papers enclosed in the Technical part then only the Financial bid shall be Opened.

NOTE: - The Tenders are to be submitted online in Two parts i.e Technical Bid & Financial Bid as mentioned above. If price bid is submitted with Technical bid, such bids are liable for rejection.

Signature & Seal of Contractor

GENERAL & SPECIAL CONDITIONS OF THE CONTRACT & SPECIFICATIONS FOR WORKMANSHIP AND MATERIALS FOR INTERIOR FURNISHING, ELECTRIFICATION & AIR-CONDITIONING WORK OF REGIONAL OFFICE, CENTRAL BANK OF INDIA, NAGPUR, DISTT.- NAGPUR (M.S.)

GENERAL CONDITIONS: -

1. The work defined in the schedule is for **Interior furnishing, Electrification & Air-conditioning work for Nagpur Regional Office, Central Bank Of India, Nagpur, Distt.- Nagpur (M.S.)**.
2. **The work is to be carried out in the Existing Premises i.e. on Ground Floor & the time period provided for completion of work is inclusive of load shedding hours & aforesaid constraints. The contractor should make his own alternative arrangements at his own cost to compensate with load shedding hours & no additional remuneration shall be paid for such arrangements nor will any additional time be granted on these accounts.**
3. **The tenderer shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site and with all the necessary information and data pertaining to the work prior to tendering for the work.**
4. A set of drawings is being issued along with the tender and the set contains preliminary layout plan of the interiors, and electrification works preliminary typical details of various items. The entire set is to be returned along with the tender bid with full dated signature of the Tenderer in a separate envelope.
5. The tender is to be properly filled and endorsed and to be quoted in full.
6. The contractor should quote in figures as well as in words the rate and amount tendered by them. If there is any ambiguity in amount quoted in figures and amount quoted in words, then amount quoted in words shall be considered as final.
7. **The contractors shall quote the exact working rates of items & no rebate / discount in percentages shall be considered as it is an item rate tender with the price bid, the rates quoted will only be taken into account. however during the period of negotiation if any as the authorities may deem fit to shall be considered during the process of negotiations while acceptance of the tender.**
8. The rates to be quoted are on item rate basis and are to be **inclusive** of everything **including** all the taxes involved viz octroi if any, sales tax, works contract tax, excise duty, material cost, labour, etc. complete but Excluding GST which shall be paid extra on overall actual Bill Amount
9. **Extra items**, if any shall be paid on the basis of cost of materials (inclusive of all the Taxes as already mentioned) and labour plus 15% towards overheads and profits and items rates already accepted shall form the basis of this Contract.
10. All pages of document, conditions, specifications, drawings and plans etc. shall be signed and stamped by the tenderer.
11. **The entire work is to be finished within 60 days. It is expected that the contractor shall carry out the work at site.**

12. **The Defect Liability Period of the work shall be Twelve months from the date of virtual completion Certificate issued by the Architect of the Bank.**
13. **Interim payments** -Running bill shall be paid to contractors as and when required however, the minimum value of work completed shall be **10 Lakh**. From the interim bill an amount of 10% of tendered amount will be deducted towards retention amount inclusive of initial Security deposit & Earnest money deposit.
14. **Final Payment** - The final bills shall be scrutinized within 15 days from the Date of completion, and the period of honoring the same shall be One month. Half of the retention amount i.e. 5% of the work shall be paid immediately after payment of final Bill. The final 5% retention amount of the work will be kept as Security deposit and will be released only after 12 months from the date of virtual completion of work as certified by the Bank's Architect. The retention amount shall carry no interest whatsoever.
15. The acceptance of payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed.
16. The contractor/s shall not be paid any advance payments.
17. **Liquidated damages : Liquidated damages @ 1% per week subject to maximum 10% of contract value shall be charged for any delay in the completion of the work beyond the stipulated time and this clause shall be strictly followed.**
18. Specifications of various materials and quality of work shall be the essence of the contract along with the time period and these shall be strictly adhered to.
19. The drawings, plans, details and the Specifications are only indicative and the schedule of quantities is only tentative. Any changes/additions/deletions/alterations in them shall be accommodated while executing the work without any prejudice. Any extra items or variations upon the schedule items shall be scrutinized by the Architect of the Bank and his decision shall be final and binding in all respects.
20. While working at the site, contractor shall make his own arrangements for the storage of materials from the point of damage and security. Similarly he shall be responsible for the preservation and maintenance of the premises.
21. Before commencing the work, the contractor shall mark the layout to full size and get same approved from Architect.
22. The tender shall remain valid for 120 days.
23. **MANDATORY TAXES:- Income Tax / TDS and GST & any other taxes to be deducted at source shall be deducted from the Bill of Contractor as per the Standard norms of Government.**
24. Payment of Electricity charges at the Site for execution of work shall be payable by Contractor only.
25. The Bank reserves the right to accept / reject any or all tenders without assigning any reasons for rejection/acceptance whatsoever.
26. The tenderer whose tender is accepted will have to enter in to an agreement immediately on being informed to do so. In case of failure on the part of tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to bank and the offer of the tenderer shall be considered as withdrawn by him.
27. The Bank Authorities reserve the right to introduce or delete any part of item or items in full or at its discretion/change/modify the dates of submission/opening of tenders by issuing a corrigendum in respect of the particular tender.

28. The Bank Authorities at their discretion may delete any part of item or item in full as they may feel necessary during the course of execution and no compensation will be paid /claimed in this regard. The contractor shall not claim any compensation towards such items.
29. The work shall be executed by the Contractor at his own risk and responsibility and the Bank shall not be held liable for any accidents/unforeseen events directly/indirectly and the Contractor understands clearly that no claim for any accidents or loss of life whatsoever shall be entertained by the Bank.
30. All soil filth; rubbish and other objectionable materials shall be at once carted away out of the premises as per local authority's rules in force, if any, at his own cost and expenditure. In absence of above, the Bank may do at the Contractor's risk and cost.
31. Safety and security of the material and Labor will be responsibility of the contractor and Bank will not be responsible for the same. The Contractor shall strictly comply with provision of contract labor (Regulation & Abolition) Act of Maharashtra Govt.
32. The tenderer must not assign the contract or sublet any portion of the contract except with the written consent of the Bank
33. The contractor shall be responsible of making good of public property in case of any damage happened during execution of said work.
34. The Bidder shall have necessary registration with State / Central Revenue Dept. i.e. GST, PAN CST etc.
35. I/ We hereby declare that, I/ We have read and understood the above conditions and I/We agree to comply with the same. We accept the above conditions in Toto.

Signature & Seal of Contractor

GENERAL CONDITIONS OF CONTRACT

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. No escalation in rates will be allowed under any circumstances.
7. Joint Venture tenders shall not be considered.
8. Conditional tenders is liable to be rejected.
9. 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.
10. The tenders will remain valid for a period of 120 Days 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.
11. 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.
12. 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.

13. 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.

14. **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 tenderers should note that the tender is strictly on the item rate 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 "lumpsum" 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 lumpsum 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 (Price Bid).

15. **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.

16. 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.

17. 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.

18. 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.

19. PERMITS AND LICENSE: The contractor will arrange permits and license for materials whenever/wherever required at his own cost.

20. 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 from such claims or liabilities.

21. 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.

22. EARNEST MONEY DEPOSIT-As mentioned above in this tender

All unsuccessful tenders will be returned without any interest soon after the decision to award work is taken or after the expiry of the validity period of the tender.

23. SECURITY DEPOSIT -The successful Tenderer including NSIC 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. In case of Non MSME contractor 2% security deposit shall be after the appropriation of the Earnest Money deposited by him.

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.

24. TOTAL RETENTION MONEY –Total 10% (including 2% security deposit) value of work done shall be deducted as retention money during payment of bill. On

completion of project 5% of Retention amount will be released within a month of finalization and payment of final bill and remaining 5% shall be released after completion of defect liability period of 12 months starting from the date of Virtual Completion of work and after adjusting all dues if any from the contractor.

Date of virtual Completion is the date when awarded work is sufficiently completed to the satisfaction of Bank and suitable for occupying and also as per terms & conditions mentioned in the tender.

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, machineries and equipments 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 60 days 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 1% per week subject to maximum 10% of 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

(z) The payment of wages act.

- (aa) Employer's liability act.
- (bb) Workmen's compensation act.
- (cc) Contract labour (regulation & abolition) act, 1970 and central rules 1971.
- (dd) Apprentices act. 1961.
- (ee) 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. INTERIM PAYMENTS: As mentioned above in this tender

41. FINAL PAYMENT: The final bill shall be accompanied by a certificate of completion from the Bank. Payments of final bill shall be made after deduction of Retention Money, which sum shall be refunded after the completion of the Defects Liability Period 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.

42. 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.

43. SITE MEETINGS: Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative alongwith 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.

44. 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.

45. 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 the he has completed the work and it is ready for inspection by the Bank.

46. 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. 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 is 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 SECURITY 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 thereafter 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 is 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.

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 contractor on any other account by any other branch/department of the Bank.

63. 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 months 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 alongwith 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.

64. 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.

65. 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 of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in 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 of 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 determine 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.

66. **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,

(z) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(aa) the Purchaser shall pay the Supplier any monies due the Supplier.

67. **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.

68. **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.

69. **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.

70. **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.

71. 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.

72. 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.

73. 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.

74. 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.

75. 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.

76. 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.

77. 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.

78. 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.

79. 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.
80. The Contractor will not execute any extra item without Bank's permission in writing.
81. 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.
82. 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.
83. Measurement for all items shall be taken as per actual work done and no claim for any wastage in all material shall be considered.
84. Contractor has to prepare sample of chair, table and part counter for the approval of the Bank.
85. 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.
86. Contractor has to submit Photographs of the completed furnishing work in duplicate along with soft copy in form of C.D.
87. Contractor shall have prepared any No of samples as directed by Architect/Bank before finalizing of scheme. For this No extra payment shall made.
88. Tender, without tender fee & EMD will be rejected.

FOR INTERIOR FURNISHING WORK

GENERAL SPECIFICATIONS FOR WORKMANSHIP AND MATERIALS: -

The Contractor agrees to execute the work as below: -

1. The workmanship has to be of the best quality to the satisfaction of the Competent Authority. The entire premises shall be thoroughly cleaned before the job is handed over.
2. The exposed edges of the plywood shall be properly covered with laminate or lipping and no edges shall be left unlippped.
3. All the joinery shall be neat and joinery of plywood shall be “dove-tailed” type and always fixed with proper screws and adhesives (Fevicol/ Falcofix or Equivalent) and no nails shall be used for joinery.
4. For all the woodwork the wood surfaces shall be made absolutely “smooth and even” by planing thoroughly & baitha.
5. Pressing of laminates shall be in a workman like manner ensuring **no air pockets** with clean edges.
6. All the details on the woodwork like grooves and moulding etc shall be neat and clean and in proper line and level.
7. For all polishing works, the surfaces shall be prepared absolutely smooth and the finishing done in a workman like manner.
8. Plywood used shall be of MR Grade of specified make, ISI marked Confirming to IS -303 and shall be got approved before use. **(1st quality Greenply (Green MR)/ Century ply (Century Win)/ Kitply (Swastik Plus) as approved by the Competent Authority.**
9. All teakwood exposed shall be of good quality “C.P.” TEAK WOOD and shall be got approved before use. The basic rate of C.P. teakwood Rs.4500/cu.ft. inclusive of all Taxes.
10. Laminates shall be of standard quality **(1.0 mm thick) (Royal Touch or Sunmica / Formica or Merinolam)** as per competent authority or as approved by the Competent Authority.
11. All glasses shall be of 5, 10 & 12mm thick. All clear glasses shall be of Modi float / Asahi float /St.Globain float glass only. All exposed edges of glass shall be Machine polished, bevelled & smooth as per the quality requirements of the Competent Authority.
12. All fittings and fixtures shall be of best quality, heavy type brass oxidized or chromium plated as per Competent Authority requirements and specifications. All storage locks, tower bolts, hinges, ball catches, telescopic sliding channels (Earl-Behari/ Godrej/ Hettich make) and handles as per approval of the Competent Authority.
13. Door fittings shall include handles, heavy duty brass hinges, with night latch (wherever mentioned) / Aldrop / mortise locks directed (in brass chrome or oxidized,) door stopper and shall be supplied and fixed by the contractor. All above hardware shall be approved by the Competent Authority before use.
14. All exposed T.W. members shall be finished with wood polish.
15. **All Drawer sliders / Keyboard sliders shall be telescopic channels / sliders only.**
16. All Concealed locks to the doors shall be of Godrej make only
17. **The officers/ manager/ executive tables and front row counter tables/ cash counter shall not have any joint in working top/ side verticals/ front apron; if any joint is found during inspection the same shall be rejected. The vendors/ contractors are advised not to fix any finishing laminates till the inspection of bank's architect.**
18. **The material shall be first approved from the Competent Authority's Architect /Competent Authorities.**

Signature & Seal of Contractor

LIST OF APPROVED MANUFACTURER BRANDS

SR. NO.	ITEM / MATERIAL	MAKE
1.	Particle Board	-----
2.	Antitermite / Fire retardant Paint	-----
3.	False Ceiling (Modular)	Armstrong make or equivalent subject to prior approval from Organization's Competent Authorities.
4.	Oil Bound Distemper / Acrylic Emulsion	Asian, Dulux, Berger
5.	Laminate	1 mm THK Laminate: Royal Touch or Sunmica / Formica or Merinolam or as approved by the Competent Authorities.
6.	Teak Wood	C.P. Teakwood
7.	Foam	-----
8.	Hardware	-----
9.	Tile	-----
10.	Leatherite	-----
11.	Glass	Modi float / Asahi / St. Gobain
12.	Ply	1st quality Greenply (Green MR)/ Century ply (Century Win)/ Kitply (Swastik Plus)
13.	Vinyle Film	-----
14.	Board	-----
15.	Carpet	-----
16.	External Cement Paint	Weather Shield (Dulux) or equivalent subject to prior approval from Organization's Competent Authorities.
17.	Cement	-----
18.	GI Pipe	-----
19.	Paint	Dulux / Berger / Asian Synthetic Enamel Paint First Quality
20.	CP Fitting	-----

21.	Ceramic Fitting	-----
22.	Kitchen Sink	-----
23.	Vitrified Tiles	-----
24.	Aluminium Section	For Aluminium sliding window and doors: Jindal ISI For Partitions : 1 mm thk standard Aluminium pipe Section
25.	Flush Door Shutter	-----
26.	Glue	-----
27.	Gypboard False Ceiling	Manufactured by Gypsum india Pvt. Ltd make subject to prior approval from Organization's Competent Authorities.
28.	Venetian Blinds/ Vertical blinds	Vista levolor make only subject to prior approval from Organization's Competent Authorities.
29.	Door Closer	Ozone/ Dorma/ Godrej make heavy duty
30.	Floor Spring	Godrej make D100 Floor Spring (100 Kg.) or equivalent Ozone/ Dorma make
31.	Melamine Polish	As per Specifications of tender
32.	Wax polish	-----
33.	U – Foam	-----
34.	Fabric	-----
35.	Locks / Concealed locks with Handle for Door Shutter	Godrej make only
36.	Metallic Laminate	-----

**The material shall be first got approved from the Bank's Architect /
Bank's Competent Authorities.**

Signature & Seal of Contractor

TECHNICAL SPECIFICATIONS FOR CIVIL / FURNITURE WORKS

General: These specifications are for the work to be executed items to be supplied and materials to be used in the works as shown and defined on the drawings and described here in all under the supervision and to the satisfaction of the Bank. The workmanship is to be the best available and to a high standard. Use must be made of specialist tradesmen in all aspects of the works, and allowance must be made in the rates for doing so. The materials and items to be provided by the contractor shall be the best of their respective kinds, approved by the architect in accordance with any samples, which may be submitted for approval, and generally in accordance with the specification. Where materials or products are specified in this specification and/ or bill of quantities by the name of the manufacture or the brand trade name or catalogue references the contractor will be required to obtain the approval of the Bank before using a material or product other than the specified. The contractor shall produce all invoices, vouchers or receipted accounts for any materials of called upon to do so by the architect. Sample of all material are to be submitted to the architect for his approval before the contractor orders or delivers in bulk to the site. Also, the contractor will be required to submit specimen finishes to colors, fabrics etc. For the approval of the architect before proceeding with the works. Should it be necessary to prepare shop drawings, then four copies of such drawings shall be submitted for the approval of the architect who will retain to copies, all at the contractors expenses.

MATERIAL-1: TEAK WOOD

The teakwood shall be of good quality as required for the item to be executed. When the kind of Wood is not specifically specified, Indian teakwood as approved by the Architect/Engineer-In-charge shall be used. Teak wood shall be generally be free from large, loose, dead or clustered knots, flows. Shakes, Warps, twists, bends or any other defects. The teakwood shall generally be uniform in substance and having straight fiber as far as possible. It shall be free from rot, decay, harmful fungi and other damage of harmful nature which will affect the strength, durability or its usefulness for the purpose for which it is required. The color of the teakwood shall be uniform. Any effort like pointing, using any adhesive or reasons materials made to hide the defects shall render the pieces liable to be rejected by the Architect. The teak wood shall be dry and kiln seasoned. Green and wet timber shall be rejected.

All scaffoldings, planks, etc. shall be sown in straight lines and planed in the direction of the grains in uniform thickness to the size specified. Under no circumstances roughly worked or pieces damaged while being sawed or planed shall be accepted. The tolerance for the dimensions shall be allowed at the ratio 1.50 mm. per face to be planed. Teak wood brought from the timber mart/ prepared at site shall be stored as per category size on Successive cross layers as directed by the Bank. In no case the stacking shall be done so as to result in bending of teak wood members. The bottom most members shall not be directly be rested on ground but kept raised from floor in leveled manner so as not to be affected by moisture and insects. In case if the prepared teak wood members are to be stored for a period of more than 10 days the same shall be applied with approved quality anti termite liquid. The prepared timber shall be stored in shade in dry condition. Under no circumstance the prepared timber shall be tied with rope or hemp string to avoid rope burns. The area where such prepared fiber is stored shall be adequately being protected against fire hazards.

MATERIAL-2: PLYWOOD:

The plywood to be used shall be of approved make as shown in the appendix. All plywood should confirm with respective I.S. standard code. Plywood shall be used in one piece only joining of pieces to form one single piece shall not be permitted except in exceptional case where architect's written permission shall be necessary. All exposed edges of plywood shall be finished with T.W. lapping of appropriate size as shown in the drawings and as instructed by the Bank.

MATERIAL-3: LAMINATES

Laminates shall be of approved make in order of preference shown in the list of approved makes. The laminates used shall be of approved type, finish etc. and shall not be less than 1.00 mm in thickness. The colour, shade & luster finish of laminates shall have to be approved by the Bank, The contractor shall deposit samples of approved laminates with the Bank & the Architect and

shall keep a set on display at site of work till completion of work. Laminates shall be stored flat and so covered as not to damage their surface. Damaged, dented, cracked & warped laminates shall to be used. Whenever patterned or wood grained laminates to be used care shall be taken to match the pattern & grains in all directions. Laminates shall be used in single pieces only. In case of surface larger/longer than standard size of 1220 x 2400 mm where joint is unavoidable the same must be worked fine and finished such that it is not noticeable to casual vision. Laminate shall be pressed to fit using glue of approved make. Extreme care shall be used to eliminate bubble formation. Laminate must be securely, evenly and properly be press fitted so as not to leave any portion loose, bubbled, curled, cracked, or with broken edges. Such defective laminated article shall be summarily rejected and shall have to be made a new. Surface of the laminate shall not be damaged in process of press fitting otherwise the same shall be summarily rejected. Wherever so directed by the Architect the contractor shall chamfer the edges of laminates to create apparently sharp seamless joint without any extra cost. Extra care shall be taken to fix laminates on curved surface and it must be ensured that the laminate does not crack in process of such press fitting. If required the contractor shall procure special type of laminate produced by approved make which permits such flexible press fitting without charging any extra cost. After the laminate is press fitted its edges shall be finished smooth, complete surface of the laminate shall be first cleaned completely to remove all temporary marks, adhesive stains etc. and shall be suitably covered to protect the surface from any accidental damage. If any accidental damage is caused prior to handing over of the finished article to the owner the same shall to be replaced completely without any extra cost.

MATERIAL-4: LIPPING AND MOULDINGS:

All exposed edges of plywood shall be finished with lapping by means of fitting seasoned superior quality teakwood [Ghana Teak] batten made from seasoned superior quality teakwood free from bends, twists, cracks, splits, knots, and decay of any kind and shall be of width matching to that of plywood and thickness as specified in the Architects drawing but not less than 6 mm thickness in any case. The T. W. batten to be used for lapping shall not have any knots in its length as far as possible the T.W. batten shall be used in single piece for given length, however for length beyond 2400 mm a joint may be permitted which must be in form of a mitered butt joint. Battens with bend, cracks, twists, splintered ends & Knots shall not be permitted to be used for lapping. The lapping shall be carried out by applying glue of approved quality on surface of the ply wood as well the T.W. batten being used for lapping and fixed tight by using headless nails driven deep so as to permit minimal planning it required. Where indicated the batten for tipping shall project beyond the surface to be lipped as shown in the Architects drawing; no extra charge of any kind shall be admissible for lapping of any kind.

Teakwood moldings shall be made from seasoned superior quality teakwood [Ghana Teak) free from bends, twists, cracks, splits, knots, and decay of any kind. The width and thickness of the teakwood moldings shall be as specified in the Architects drawing and suitably oversized T.W. shall be used so as to finally conform to the finished dimensions shown in the Architects drawing. Special care shall be taken in making of curved moldings, which shall be carried out in such a manner so as not to have more than 3 segments per one half round; joints occurring due to use of such segments shall not be visible to casual observer. When molding is to be used in juxtapose with wood grained veneer or laminate the teakwood selected for moldings must be of even color matching to that at veneer/laminate. Teakwood molding shall be fixed tight to the given edge by applying approved quality glue to both the contact edges and then fixing with headless nails driven deep enough to permit smooth finishing at the surface. The molding shall be held tight for not less than 6 hours before any finishing process is carried out on it.

IMPORTANT NOTE:

All furniture items shall be treated with approved quality anti-termite treatment which shall be applied to all sides of finished timber including inside of joints, exteriors etc. which must have effect for not less than five years and shall be suitable for their final finishes.

Material 5: GLASS

All glass shall be of the best quality, free from specks, bubbles, smokes, veins, air holes, blisters and other defects. The kind of glass to be used shall be as mentioned in the item or specification or in the special provision or as shown in detailed drawings. Thickness of glass panels shall be uniform. The specification of different kind of glasses shall be as under.

FLOAT GLASS: In absence of any specified thickness of float glass in term of weight in item or detailed specification of the item of work the same shall be assumed to be 5mm. Float glass if not specified otherwise shall mean plain, transparent float glass without dry tint or shade.

TOUGHENED GLASS: Glass to be toughened shall be 1st quality float glass free from any defect like waves, bubbles, crack, flacks & shall be of true surface. The glass to be toughened shall be of specified thickness. All the required cuts, holes, beveling, chamfering creation of slots, polishing of edges etc. shall be carried out prior to commencement of toughening process. Toughening process shall be carried out by experienced company and the glass shall be "oven baked" to required temperature which is sustained for specified period. Cooling of glass shall be carried out in proper medium in gradual manner only. Weight of 12mm thick toughened glass shall be @30 Kg/m². All toughened glass shall carry toughening process applicator's logo label of permanent nature on one of the corner edge.

PAINTED GLASS: When painted glass is specified, it shall be "painted glass" of best quality. It shall have one surfaces painted & other surface clear. The painted glass shall be of the approved shade mentioned in the item or as shown in the detailed drawing or as specified. In absence of any specified shade, the shade of painted glass to be supplied "White paint" shall be used.

BEND GLASS: This type of glass shall be treated in machine. The glass shall be bending as may be specified or required. This type of glass shall be supplied as detailed on drawings or as specified or as directed by the Architect.

MATERIAL-6: FIXTURE AND FASTENINGS GENERAL:

The fixtures and fastenings that is but hinges, tees and strap hinges, sliding door bolts, tower bolts, door latch, bath-room latch, handles, door stoppers, casement window fasteners, casement stays, and ventilators catch shall be made of the metal as specified in the item or its specification. They shall be of Stainless Steel as specified. The fixtures shall be heavy, medium or light type as specified. The fixtures and fastenings shall be smooth satin finished and shall be such as will ensure ease of operations. The samples at fixtures and fastenings shall be got approved as regards quality and shape before providing then in position.

HOLDFASTS: Holdfast shall be made from mild steel flat 50mm. thick at one end the holdfast shall be bent at right angle and two no. of 6mm. diameter holes shall be made in it for fixing it to the frame with screws. At the other end the holdfast, shall be forked and bent at right angles in opposite directions.

HINGES: All butt hinges shall be of stainless steel material with its pin also of stainless steel. Standard heavy type hinges shall be used when so specified.

TOWER BOLTS (BARREL TYPE): Mild steel door bolts shall be made in one piece. Knobs of the tower bolts shall be cast and knob fixed in the bolt. In case of brass and aluminum tower bolts, steel spring and ball shall be provided between bolt and the barrel.

DOOR LATCH: The size of door latch shall be taken as the length at latch.

BATHROOM LATCH: Bathroom latch shall be similar to tower bolt. The inside grip length of the handles shall determine the size of the handles. Handles shall have a base plate of length 50mm.

DOOR STOPPERS: Doorstopper shall be either floor doorstopper type or door catch type. Floor doorstopper shall be of overall size as specified shall have rubber cushion.

DOOR CATCH: Door catch shall be fixed at a height of about 900mm. from the floor level such that one part of the catch is fitted on the inside of the shutter and the other part is fixed in the wall with necessary wooden plug arrangements for approximate fixity. The catch shall be fixed 20mm. inside the face of the door for easy operation of catch.

WOODEN DOOR STOP WITH HINGES: Wooden doorstop of size 100mm x 60mm x 40mm. shall be fixed on the door frame with a hinge of 75mm. size and at a height of 900mm. from the floor level. The wooden doorstop shall be provided with 3 coats of approved all point.

DRAWER SLIDES: The drawer slides shall be of specified make and of slide type. The Drawer slide shall be such as to permit full drawer pull open. The drawer slide shall be fixed in proper line and level and shall operate smoothly.

CABLE MANAGER: The cable manager shall be of specified make and size. The cable manager shall be having powder coated finish. The cable manager shall be fixed at designated place.

MATERIAL-7: PAINTS:

(A) **OIL PAINTS:** Oil paint shall be of the specified colour and shade, and approved by the Architect/Engineer- in-charge. The ready mixed paints shall only be used. However, if ready mixed paint of specified shade or tint is not available, while ready mixed paint with approved strainer will be allowed. In such a case the contractor shall ensure that the shade of the paint so allowed shall be uniform. All the paints shall meet with the following general requirements:

A.I. Paint shall not show excessive setting in a freshly opened full tin and shall easily be mixed with a paddle to a smooth homogeneous state. The paint shall show not cording; livening, caking or colour separation and the same shall be free from lumps and skins.

A.II. The paint as received shall brush easily, possess good leveling properties and show no running or sagging tendencies.

A.III. The paint shall not skin within 48hours in a three-quartered filled closed container.

A.IV. The paint shall dry to a smooth uniform finish free from roughness, grit, unevenness and other imperfections. Ready mixed paint shall be used exactly as received from the manufactures and generally according to their instruction and without any admixtures, whatsoever.

(B) **SYNTHETIC ENAMEL PAINTS:**The enamel paint shall satisfy in general requirements as mentioned in specification of oil points. Enamel paint shall conform to I.S.520/1954 or as revised from time to time.

MATERIAL-9: FOAM FOR UPHOLSTRY WORK

Foam for upholstery work shall be procured from approved make only and shall be of thickness and density as specified. The Foam shall be of fresh stock free from stains, tear, holes, indentation marks and loss of shape and shall be with smooth straight edges. Damaged foam shall be rejected. Use of second hand foam is prohibited. Foam shall be cut by expert workers using suitable tools so as to produce smooth edges free from any jiggered appearance. Foam shall be joined using rubber solution of appropriate grade only. As far as possible foam shall be used in single piece only unless a special shape is required to be formed by joining of foam. All foam work shall be protected from damage till suitably covered with grey lining cloth.

MA

TERIAL-10: TAPESTRY

All tapestry shall be of approved make, shade, pattern and finish. Tapestry shall be selected in close consultation with the architect, engineer and the owner. When pattern is apparent in any given tapestry core shall be taken to ensure that the pattern matches at crucial junctions and that direction of pattern is not vitiated.

The chosen tapestry shall be well protected throughout its use and after the sum is used for upholstery work shall be coated with a fabric protection spray as per manufacturer's specifications and guidelines.

WORKMANSHIP: -

The workmanship shall be first class and to the approval of the Owner / Architects. Scantlings and board shall be accurately sawn and shall be of required width and thickness. All carpenter's work shall be wrought except where otherwise described. The workmanship and joinery shall be accurately set out in strict conformity according to the drawings and shall be framed together and securely fixed in approved manner and with property made joints. All work is to be properly tenoned shouldered, wedged, pinned, braced etc. and property glued with approved quality glue to the satisfaction of the Owner / Architect.

Signature & Seal of Contractor

MODE OF MEASUREMENT FOR PAYMENT

1.	Partitions	Length X Height up to the soffit of ceiling.
2.	Paneling with Laminate	Length X Height up to the soffit of false ceiling.
3.	Paneling with T.W. Moulding	-do- (including cost of T.W. moulding).
4.	Door Main entrance – Glass – Shutter	Length X Height.
5.	Armstrong False Ceiling	Length X Breadth
6.	Plaster of Paris False Ceiling/ grid false ceiling	Finished surface and actual vertical patta.
7.	Vertical Blinds	Actual size of vertical blinds
8.	Paintings	a) Wall surface – Actual length X Height. b) M.S. Grill / Mesh / Without frame c) M.S. Collapsible gate of one side. d) Cornice – Plain surface of P.O.P. False Ceiling. e) Fully paneled Door / Windows with frame: - 2.5 times area of one side. f) Partly Paneled / Partly glazed doors, windows, partitions with frame and shutters: - 2 times area of one side. g) Fully glazed Window / Partition with frame and shutters: - 1 time area of one side.
9.	Flooring	Finished Length X Breadth

Signature & Seal of Contractor

FOR ELECTRIFICATION WORK

GENERAL SPECIFICATIONS FOR WORKMANSHIP AND MATERIALS: -

The Contractor agrees to execute the work as below: -

1	Wire	R.R Kabel/ KEI/ Polycab or as Directed by Architect
2	Cables	R.R Kabel/ KEI/ Polycab or as Directed by Architect
3	6A switches & Sockets	Legrand make Mylink only or as Directed by Architect
4	Ceiling Roses, Holders, Buzzers, Bell Push, Bell, Key card	Legrand make or as Directed by Architect
5	MCCB, MCB's & accessories	All MCCB LEGRAND / Hagger make, MCB's shall be of 10KA (lexic C- curve) Legrand make only or as Directed by Architect
6	Electrical fittings	Philips / Wipro or as Directed by Architect
7	Fans	Bajaj- (Regal gold NXG models) or as Directed by Architect
8	HRC switch fuse unit	E.E., L & T, Siemens or as Directed by Architect
9	Bus-bar chamber	Standard/L & T/Ashoka
10	Cable glands & Lugs	Siemens, Dowels
11	15A switch socket	Mylink, Legrand,make only or as Directed by Architect
12	16A DP switches with fuse	Mylink, Legrand,make only or as Directed by Architect
13	Telephone wires	Polycab, Anchor, RR Kabel or as Directed by Architect
14	Fluorescent tubes, bulbs	Bajaj/ Crompton/ Philips
15	Electronic regulators	Mylink, Legrand,make only or as Directed by Architect
16	PVC conduits	Precision, Diamond, Modi
17	Casing capping & Accessories	Precision, Modi
18	G.I. "B" class pipe	Prakash, Surya
19	CCTV Camera	Hikvision, Dhuva, CP Plus, Panasonic or as Directed by Architect
20	Lighting Fixtures	Wipro, Philips or as Directed by Architect
21	Cat-6 Cable, Patch Cords etc	D-link make

Signature & Seal of Contractor

Note: - 1) The contractor should obtain prior approval from Competent Authorities/ Consultants before placing order for any specific materials. Competent Authorities may delete any of the makes or brands out of the above list.

2) All materials should confirm to relevant standards and codes of BIS.

3) Materials with I.S.I. mark shall be used duly approved by the Organization's Architect.

4) If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the Organization's Architect. The same will not be considered for payment.

Any additional item as per BOQ specifications or as per the instructions of the Competent Authorities / Consultants. Any of the above items / other items if any will be as approved by the Consultants & Engineer/ Architect in-charge.

Signature & Seal of Contractor

TECHNICAL SPECIFICATIONS FOR ELECTRICAL WORKS
CODES AND STANDARD

The following codes and standards shall be applicable for continuous performance of all electrical equipment to be supplied delivered at site, erected, tested and commissioned. The electrical Equipment offered shall comply with the relevant Indian Standard Specifications, Fire Insurance Regulations Tariff Advisory Committee's Regulations and to Indian Electricity Rules in all respects with all its latest amendments up-to-date.

For guidelines to the Bidder few of the Indian Standards are indicated below :- IS 3043 - Code of practice for Earthing

- IS 10118 - Code of practice for Installation of Switchgear.
- IS 3106 - Code of practice for selection installation and maintenance of fuse (upto 650 Volts) IS 3427 - Metal Enclosed Switchgear and control gear.
- IS 4064 - Switch fuse units for Industries etc.
- IS 4237 - General requirement for Switchgears not exceeding 1000 volts. IS 4615 - Switch Socket Outlets.
- IS 5133 - (Part I) Sheet Steel Boxes.
- IS 5216 - Guide for safety procedures and practice in electric work. IS 5578 - Guide for making of insulated conductors.
- IS 5908 - Method of measurements of electrical installation in building. IS 162 - Electric power switch gear for indoor and outdoor Installations. IS 374 - Ceiling Fans
- IS 415 - Tungsten Filament Lamps.
- IS 694 - PVC insulated cable and cords for Power/Lighting. IS 732 - Electrical wiring installation (up to 650 V)
- IS 1087 - Single Pole Tumbler Switch 5 Amps. IS 1293 - 3 Pin Plugs and Socket outlets.
- IS 1554 - PVC insulated Cables - heavy duty. IS 1567 - Metal clad switches up to 100 Amps.
- IS 1771 - Industrial Light fittings with accessories.
- IS 6381 - Specification for constructions and testing of Electrical Apparatus. IS 2268 - Call Bells / Buzzers.
- IS 2274 - Code of practice for wiring installations (exceeding 650 Volts). IS 3854 - Switches for Domestic and similar Purpose.
- IS 2312 - Exhaust Fans.
- IS 2509 - PVC Electrical conduits.
- IS 2675 - Enclosed Distribution Fuse Boards and cutouts for voltage up to 1000 Volts. IS 2834 - L.T. Capacitors.
- IS 3043 - Code of Practice for Earthing.
- IS 1646 - Code of Practice for Fire Safety in Electrical Installation.

The entire electrical installation work shall be strictly complied with the codes and Standards. Rules and Regulations framed under the Indian Electricity Act 1910 and Indian Electricity Rules 1956. Further it shall be carried out as per the Regulations and Rules setout by "Tariff Advisory Committee and or / Fire Insurance Regulations.

(1) CABLES:

1. GENERAL:

MV Cables shall be supplied, inspected, laid, tested and commissioned in accordance with drawing specification, cable manufacturer instructions & as indicated at site by the Architect.

2. MATERIAL:

The MV Cables shall be PVC insulated aluminum / copper conductor armored cable conforming to IS 1554 of 1972 (part -1) laid in trenches, ducts or in cable trays as shown on drawings.

3. INSPECTION:

All cable shall be inspected upon receipt at site and checked for any damage during transit.

4. JOINTS IN CABLES:

The Contractor shall take care to see that all the cables received at site are apportioned to various locations in such a manner as to ensure maximum utilization and joints in the cable will not be acceptable.

5. LAYING CABLES:

Cable should be laid in necessary ladder cable trays provided. While erecting the cables on wall, M.S. spacers are to be erected on wall by means of phil plug / wood screw/cement screw, and then cable is dressed properly and GI saddles to be fixed on spacers by machine screw. GI saddles shall be having minimum 20 G. The fixing of cable shall be minimum 400 apart for horizontal runs and 800 mm apart for vertical runs. Any civil work like breaking, digging and making good is deemed to be included the rate. Identification tags shall be provided at every 20 m. Cable shall be bent to a radius not less than 12 times the overall diameter of the cable, or in accordance with the manufacturer's recommendations whichever is higher

6. CABLE TERMINATIONS OF MV CABLES AND JOINTS:

Cables terminations shall be done with suitable brass cable gland and tinned copper cables lugs only. The cable lugs shall generally fixed to the cable cores by crimping processes. Irrespective of the cable and method of termination the core shall be cleaned and immediately be covered with an oxide inhibiting / corrosion inhibiting compound before terminating. The tail end wires shall be finished in an appropriate color by using PVC insulating tapes.

(2) LIGHTING FIXTURES:

(A) SCOPE:

Manufacturer test supply and delivery at site the specified light fittings.

(B) STANDARDS:

Lighting fittings covered against these specifications shall comply with the relevant latest Indian Standards and Codes.

(C) CONSTRUCTION:

(C.a) The fitting shall be suitable for 240 volts single phase AC supply +/- 5% and frequency 50 Hs. +/- 5%.

(C.b) Industrial and decorative fittings shall comprise of mounting rails and other accessories. The decorative fitting shall be provided with louvers as specified. The decorative fittings should be suitable for recessed mounting in the false ceiling fully wired up to terminal block.

(3) LIGHTING FITTING COMPONENTS / ACCESSORIES:

(a) BALLASTS/CHOKES:

These shall be compact in design, copper wound, low power loss, good heat dissipation with no humming sound and filled with polyester.

(b) STARTERS:

The starters shall have hermetically sealed glow switch and radio suppression capacitors suitably designed to withstand striking voltage of tube and to ensure long lamp life. Starter holder shall molded type either made up of phenol-formaldehyde.

(c) CAPACITORS:

These shall be low loss types to improve power factor upto 0.91 to 0.95 lag. Capacitor housing made up of corrosion resistant material and shall be hermetically sealed type.

(d) LAMP HOLDERS:

These shall be rotary spring-loaded resilient type.

(e) LAMP FLUORESCENT:

These shall be cool day light as per the stated wattage of 36W.

(f) LIGHTING AND POWER PANEL:

Power and lighting panel shall be made out of 14-gauge sheet steel, vermin and dust proof, compartmentalized vermin and dust proof construction to provide general-purpose indoor/outdoor type of enclosures as per IP-42/IP52 respectively. These shall be suitable for surface or flush mounting as specified. Outdoor lighting panel shall be

weather protected and shall also has necessary canopy. Panels shall be equipped with phase and neutral bus bars of adequate capacity and miniature circuit breakers of 10 kA capacities for the incoming and outgoing circuits as specified in panel schedule. Miniature circuit breakers shall be mounted in such a way that operating levers project outside the top Bakelite cover plates. A hinged lockable door to cover the operating knobs shall be provided. In addition panels shall be provided with grounding studs and an engraved name plates etc as per the panel schedule. An earth bus shall be provided. Each circuit phase neutral shall be given ferrule numbers. Complete wiring inside the panel shall be neatly bunched with PVC tape and button. For the outgoing circuits of these panels cable glands, plates, knock outs or conduit entry shall be provided as specified on panel schedule. All metal surfaces shall be cleaned free of rust and given two coats of approved paints by powder coat. Panels shall be walls mounting type having arrangement of mounting frame.

(g) SWITCHES:

Switches, manufactured in accordance with IS; 3854 shall be used. Switches in are as where concealed wiring has been adopted shall be flush mounting piano plate type unless otherwise specified.

(h) CEILING ROSE & LAMP HOLDERS:

All ceiling Rose and holders shall be ISI marked. Ceiling Rose shall be plate type and lamp holders shall be suitable for BC

(i) RECEPTACLES:

Only three-pin type receptacles manufactured in accordance with IS : 1293 shall be used with the third terminal connected to the earth. All receptacles shall be provided with a switch mounted on the same enclosure but shall be a separate unit to facilitate replacement by part. Flush mounting type receptacles adopted and surface type shall be used in other areas.

(j) OUTLET BOXES:

Outlet boxes for sockets, switches, fixtures and fan regulators etc. shall be for minimum 16 gauges. M.S. sheet 3” deep with necessary modular plate for mounting switch, sockets etc.

(k) WIRES:

Wires shall be PVC insulated 660/1100 Volts grade as per IS : 1554 Conductor shall be of stranded copper and size shall be (min. 1.5 mm²) for lighting and (min 2.5 mm²) for power socket circuits. Red/Yellow/Blue wires for Phases, Black wire for Neutral and Green wire for Earth shall be used. Wiring in conduits without color coding is not acceptable. The lighting layouts furnished by Architect shall indicate approx. locations of lighting fixtures. The Electrical Contractor shall determine, with approval of the Architect or his authorized representative, the exact locations of each fixture in order to avoid interference with mechanical equipment & also with a view to obtain as uniform illumination as practicable and to avoid objectionable shadows. Conduit run shown on drawing is only indicative. These shall be laid out by the Contractor to suit field conditions. The cost for cable clamps, metal spacers, anchor bolts etc. shall be deemed to have been included in the installation.

(l) SURFACE CONDUIT SYSTEM:

Surface conduit 25mm 16SWG ms conduit / 25mm medium thickness PVC conduit system of wiring shall be adopted, wherever specified in the drawings, Suitable pull boxes or inspection type fittings will be used to facilitate drawing wires.

(4) CONCEALED CONDUITING & WIRING:

a) Concealed conduiting shall be carried out by medium thick min 25 mm diameter rigid PVC conduit embedded in RCC/brick work with normal accessories like junction boxes, shall also be of same material that of conduit. Only deep junction boxes shall be used for concealed conduit installation. All junction boxes shall be of ample size to permit the wires to be drawn in and out.

b) Concealed conduits shall be securely fixed to prevent movement during building operation viz. casting of concrete fixing shall be by means of clips or other approved manner so as to ensure that there will no damage or deformation to conduits.

c) Conduits installed in chases of wall shall be firmly secured by `U` nails and such fixing shall be adequate to hold

the pipes by themselves with chicken mesh covering.

- d) Recessed conduits buried in plaster shall permit a full 6 mm depth of cover over its entire length.
- e) To prevent water dirt or rubbish entering the conduit system during erection plugs shall be utilized.
- f) All bends shall be made utilizing bending spring with the help of heater. The bends shall be long bends to avoid deformation of conduits with necessary couplers where conduits cross expansion joints of the building structure special expansion couplings shall be used or other approved methods adopted.
- g) Wiring shall be carried out with stranded copper conductor PVC insulated color coded wires conforming to IS: 694.
- h) No joints shall be permitted and wires shall be looped from point to point. Wiring shall maintain color code for phases neutral (R, Y, B and black) and green for earthing. The earth wire also shall be drawn inside the conduit and shall be continuous.
- i) At all terminations of wires, the insulation shall be neatly stripped without damaging the conductor. In no case shall bare conductors are allowed to project beyond any insulated shrouding or molding of live terminals.
- j) Installation of terminal blocks will be permitted only where wires can't be terminated directly on terminals in appliances. Connectors should be properly fixed inside box. Unfixed connectors will not be permitted. The preferred conduit size and capacity of wires shall be as detailed below:

Size of Conduit	SIZE OF WIRE		
	1.5 mm ²	2.5 mm ²	4 mm ²
25 mm	10	7	6
32 mm	15	12	8
38 mm	17	15	10

- k) The size of wires for different circuits will be as per BOQ, but generally as follows:

Lighting points and 5A sockets - 1.5 mm² Circuit wiring/primary point/two or three 5A sockets
- 2.5 mm²
AC / Geyser - 4 mm²
Earthing wire shall be min 1.5 mm² or half of the size of phase wire.

(5) SWITCH SOCKET BOXES:

The switch socket boxes shall be of sheet steel. The min thickness of the sheet shall be 2 mm. The box shall be thoroughly cleaned of grease and rust. The paintings shall be two coats of primer followed by two coats of enamel paint. All boxes shall be provided with earthing terminal. The boxes shall be provided adequate knock out for connection conduits. Proper grouting in the wall / partition will be carried out as directed by Architect. All boxes shall be provided with accessories like plates, mounting arrangements.

(6) SWITCHES AND SOCKETS:

Local switches shall be provided for controlling lighting equipment connected to sockets. All sockets shall be 2-pin and earth type unless otherwise stated. Sockets for AC unit geysers shall be metal clad types unless other wise stated.

In case of false ceiling employing minimum tee grid system, fixtures shall be supported from true ceiling. Exact locations of fixtures shall be finalized in consultation with Air-conditioning Contractors and as indicated on architectural drawings. Wiring above false ceilings shall be left loose in flexible pipe and shall be supported along structures/ceiling. Wiring above false ceiling shall be on surface and below false ceiling it shall be concealed. To facilitate easy maintenance looping back system of wiring shall be followed throughout. Accordingly supply tapings and other interconnections are made only at fixture connector blocks or at switchboards. Intermediate junction boxes shall be used for wire pulling as inspection boxes. All wires in conduit shall be color as specified. Each circuit shall have independent phase neutral and earth wire. Unless otherwise specified, insulated conductors of A.C. supply and D.C. supply shall be bunched in separate conduits.

(7) TELEPHONE SYSTEM:

EPABX for the entire area is located in the Central Wing. Main Junction Box with Krone type Tag-block shall be installed as specified and as shown in the drawing. From EPABX system, Multi pair telephone wire PVC insulated and overall PVC sheathed unarmored cable having tinned copper conductor of 0.51 mm dia. shall be laid through PVC conduit, clamped on the wall or through raceway or through compartments. Due care will be taken while providing the cable through conduit. Suitable Junction Box having no. of tag-blocks shall be provided as indicated. From these tag-blocks 3 pair telephone cable shall be laid. Necessary pool boxes shall be provided at suitable location for pooling the telephone cable. Termination of telephone cable shall be done by trained telephone technicians only. Number ferrules / tags shall be provided for each cable.

(8) EARTHING:

a) The earthing installation shall be done in accordance with the earthing drawings, Specifications and the standard drawings of reference attached with this document. The entire earthing system shall fully comply with the Indian Electricity Act and Rules framed thereunder. The Contractor shall carryout any changes desired by the electrical Inspector or the owner, in order to make the installation conform to the Indian Electricity Rules at no extra cost. The exact location of earth conductors, earth electrodes and earthing points on the equipment shall be determined at site in consultation with the Architect or his authorized representative. Any changes in the methods, routing, size of conductor etc shall be subject to approval of the Architects.

b) The earth loop impedance to any point in the electrical system shall have a value, which will ensure satisfactory operation of protective devices.

(9) CONNECTION:

All electrical equipment is to be doubly earthen by connecting two points on equipment to earthing several earth electrodes. The earth grid formed shall be a closed loop as shown in the drawing with earth electrodes connected to the grid with double strip connection. Panels, D.B.s, Conduit trays/steel structured, in which cable has been installed, shall be effectively bonded and earthen. Cable armors shall be earthen at both ends.

(10) TESTING:

a) Measure the insulation resistance of each circuit without the lamps (load) being in place and it should be more than one M-ohms to earth. The insulation resistance measured as above shall not be less than 50 divided by the number

of points on the circuit provided that the whole installation shall not be required to have insulation greater than one mega ohms.

b) Check the earth continuity for all socket outlets. A fixed relative position of the phase and neutral connections inside the socket shall be established for all sockets.

c) The insulation resistance between the case of framework of housing and power appliances and all live parts of each appliance shall not be less than that specified in the relevant Indian Standard Specifications.

d) On completion of cable laying work the Insulation Resistance (Sectional and overall), Continuity Resistance test, Sheathing continuity test, Earth Test., shall be conducted.

(11) COMMISSIONING:

a) The Contractor shall obtain the written permission and sanction of commissioning the equipment from Electrical Inspector of I. E. & L. Department of State Government and Supply authority. If required under the specific rules of the Government.

b) Current and voltage of all the phases shall be measured at the lighting panel busbars with all the circuits switched on with lamps, if required load shall be balance on the three phases.

c) After inserting all the lamps and switching on all the circuits minimum and maximum illumination level should be measured in the area.

Signature & Seal of Contractor

**On Rs. 500/- Stamp Paper
and Notarized**

FOR ELECTRIFICATION WORK

MEMORANDUM OF UNDERSTANDING
(Notarized)

This memorandum of understanding is made between Party no. 1. _____
_(Name of Tenderer along with registered office address) and party no.2 _____(Name of Electrical contractor) having its registered office at _____
_____(Address of Electrical Contractor).

Whereas Party no. 1. _____(Name of Tenderer) are in the business of Interior Furnishing , Electrification & Data Cabling Works and whereas _____(Name of Electrical Contractor) are in the business of Electrical Contract Work and Party no. 2. _____

_____have agreed to undertake to carry out “Interior Furnishing, Electrification & Data Cabling works for **Central Bank Of India, Regional Office Nagpur, Distt. Nagpur(Maharashtra)**. (As per Tender schedule Package and as per instructions of Architects/Competent authority).

Now therefore it is agreed between the two parties that :

Party no.2. _____(Name of the Electrical Contractor) shall execute the electrical work of the project with the specification of tender & tender conditions.

1. _____ Party no.2. _(Name of the Electrical Contractor) have agreed to carry out the work restricted to electrification for Interior Furnishing ,Electrification & Data Cabling works.

2. _____ Party no 2._(Name of the Electrical Contractor) have agreed to carry out the project as per the Tender specifications and the conditions to the entire satisfaction of the Competent Authorities of the “Central Bank Of India, Regional Head, Nagpur/ Architect.

3. If any dispute arise the same shall be settled amicably and the dispute shall be referred to the arbitration and arbitrator shall be appointed by the both the parties.

(Name of the Tenderer)

(Name of the Electrical Contractor)

**On Rs. 500/- Stamp Paper
and Notarized**

For Air-Conditioning Works

**MEMORANDUM OF UNDERSTANDING
(Notarized)**

This memorandum of understanding is made between Party no. 1. _____
_(Vendor/ Tenderer/Contractor Name along with registered office address) and party no.2 _____
_____(Name of OEM Company i.e. Original Equipment
Manufacturer/ Company Vendor/Authorized Dealer) Having its registered office at

_____(Address of OEM/ Company
Vendor/Authorized Dealer). We are authorizing party no 1 to participate for the following tender work of
Central Bank of India, Regional Office Nagpur, Distt. Nagpur (Maharashtra)
for the following work:

**Providing & Commissioning of Air-Conditioning Works for, Central Bank of India, Nagpur
Regional Office, Distt. Nagpur (Maharashtra).**

With this memorandum reached between party no 1 & Party no. 2 mentioned above, the party no.2 hereby
undertakes that the _____(Name of Air-Conditioning System) of
good quality manufactured by them shall be supplied to party no. 1.

The party no 2 hereby undertakes that it shall be wholly responsible for any problem in the quality of
material supplied to the party no 1 & unconditionally the short coming in the work will be corrected by
party no. 2

M/s. _____ M/s. _____
(Name of Vendor/Tenderer/Contractor with Seal)

(Name of the OEM Company/
Company Vendor/Authorized Dealer with Seal)

Party No. 1

Party No. 2

Witness

1. _____

2. _____

FORM OF AGREEMENT

(On Rs.500/- non-judicial stamp paper by the successful bidder)

ARTICLES of AGREEMENT made this ___day ___Months_____ year between the Regional Head NAGPUR Central Bank of India having its Regional Office at , 2nd floor, Oriental Building, LIC Square, NAGPUR. (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, along with requisite Earnest Money Deposit of Rs. 1,07,000.00.

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 Earnest Money of Rs. 1,07,000.00 forms 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).

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 NAGPUR 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
Bank of India Witness

On Behalf of Central

1) —

2) —

Safety Codes

(ii) 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 1 vertical)

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

INTEGRITY PACT

Between

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

And

..... hereinafter referred to as “**The Bidder/ Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

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

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

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of

competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page nos. 6-7)

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed at (page nos. 8-17).

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word “**Monitor**” would include both singular and plural.

Section 9 – Pact Duration

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

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)
(Office Seal)
Place -----
Date -----
Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

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

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

Guidelines on Banning of Business Dealing

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1. Introduction

1.1 Central Bank of India, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer /

Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

- b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
- c) If management is common;
- d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the 'Competent Authority' for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.
 - b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors' Committee (EDC) shall be the 'Competent Authority'. The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.
 - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.
- d) For Zonal Offices only
Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the 'Competent Authority' for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the 'Appellate Authority' in all such cases.
- e) For Corporate Office only
For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the 'Competent Authority' and concerned Executive Director (GAD) shall be the 'Appellate Authority'.
 - e) Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
 - iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
 - v) 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the

Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure :-

i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.

ii) Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) as Convener of the Committee.

The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of “Banning of Business Dealings” except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
 - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
 - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors’ Committee (EDC) with ED (GAD) as Convenor of the Committee.
- The committee shall expeditiously examine the report , give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

- If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.
- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (GAD).

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11 Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

12 Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.