



INVITES

**Tender for
Furbishing (Furniture, Interior, Electrical, Data cabling & Air-Conditioning) work at alternate
Premises of Algom Branch under Regional Office Bhubaneswar**

**TECHNICAL BID
(To be kept in envelope- 1)**

Name of the Tenderer: _____

Address: _____

Last Date of Submission: 27.10.2022 Till 15:00Hrs

**Central Bank of India
Regional Office
108B, 1st Floor, Unit-VII
Surya Nagar, Bhubaneswar-751003
Odisha**

**Tender for
Furbishing (Furniture, Interior, Electrical, Data cabling & Air-Conditioning) Work
At Algum Branch under Bhubaneswar Region**

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APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1	Issuance	Tender forms will be available on Bank's website www.centralbankofindia.co.in from 11.10.2022.
2	Tender Fee	Rs 2000/- (non-refundable) in the form of DD in favor of Central Bank of India payable at Bhubaneswar. Micro and Small Enterprises are exempted on submission of valid MSME Certificate.
3	EMD/Bid Security	24,000/- (Twenty Four Thousand only) refundable: 2% of estimated cost in the form of DD/ FD or unconditional BG from Scheduled Bank in favor of Central Bank of India payable at Bhubaneswar with validity up to 30 days after expiry of tender validity. Micro and Small Enterprises are exempted on submission of valid MSME Certificate.
4	Estimated Cost	Rs 11,95,994.50/- plus applicable GST
5	Last date for submission of the Tenders	27.10.2022 up to 3.00 pm
6	Place of submission of Tender	Regional Office, 108B 1 st Floor Unit 7 Surya Nagar, Bhubaneswar-751003 Odisha
7	Date of Opening of Tender	27.10.2022, 3.30 pm or any other date which may be decided by the Bank.
9	Place of Opening of Tender	Regional Office, 108B 1 st Floor Unit 7 Surya Nagar, Bhubaneswar-751003 Note: - Vendors are advised to make presence of themselves/ their authorized person at the time of opening of tenders.
10	Tender validity	120 Days from the date of opening of financial bid
11	Time period for work completion	30 Days from date of issue of work order by Bank.
12	Interim/Running/Final Payment	No advance payment will be made by Bank in any case. Interim payment: TO BE SUBMITTED AFTER COMPLETION OF WORK or MINIMUM WORK WORTH Rs 3.0 LAKHS & IN THE MULTIPLES THEREOF. The payments of running (RA) and final bills shall be made as per the procedures approved for making payments by Central Bank of India, as under :- ➤ 20% - 1st RA bill with work executed to the extent of 40% ➤ 20% - 2nd RA bill with work executed to the extent of 80% ➤ 55% - Final bill on completion of work in all respects & duly verified by the Architect. ➤ 5% - Release of Retention amount after successful completion of defect liability period of 12 months from the date of issue of Completion certificate by Architect. The final bill/ invoice may be submitted by contractor within a period of one month from the date of virtual completion and Architect shall issue the certificate of completion within a period of one month. The Bank shall pay the amount within a period of one month from date of issue of certificate there is no dispute in respect of rates and quantities subject to Bank's satisfaction.

13	Performance Security	3% of Bank's accepted tender amount. Successful bidder including MSME vendor has to submit bid /performance security of 3% of final Bank's accepted tender amount in the form of Demand Draft, Fixed Deposit Receipt or unconditional Bank Guarantee in favor of Central Bank of India payable at Bhubaneswar. This should remain valid for a period of 60 Days beyond the date of completion of all contractual obligations of the contractor including warranty obligations. EMD/ Bid security should be refunded to the successful bidder on receipt of Performance Security.
14	Retention Amount	Bank will deduct 5% of final verified bill amount as retention amount. Retention amount will be released only after successful completion of defect liability period i.e. 12 months from the date of issue of completion certificate from the project Architect.
15	Mode of Submission of the Tender	Tender to be addressed & Submitted to "Regional Head, Central Bank of India, Regional Office, Plot No 108B 1st Floor Unit 7 Surya Nagar, Bhubaneswar-751003. The tender shall be submitted in accordance to the procedure detailed herein. Specified documents shall be sealed in an envelope of appropriate size. Envelope marked no 1. shall contain DD of tender cost and EMD or duly signed copy of MSME registration certificate, duly signed tender papers, technical bid, GST no., TIN no., PAN, local address proof. Copy of work orders, completion certificates of similar type of works and all documentary evidence fulfilling eligibility criteria, integrity pact and other required documents. This envelope shall be endorsed on the outside face "Technical bid" and sealed properly. Envelope marked no. 2. Shall contain the Price bid. This envelope shall be endorsed on the outside face "Price bid" and sealed properly. Envelope no. 3. Envelope marked no. 1 & 2 shall be put in an envelope marked no 3 which shall be properly sealed. This envelope shall be endorsed on the outside face, "TENDER FOR FURBISHING WORK OF ALGUM BRANCH OFFICE" and addressed to "Regional Head, Central Bank of India, Regional Office, 108B Unit-7 Surya Nagar Bhubaneswar-751003, Odisha".
16	Integrity Pact	Each participating bidder shall submit duly signed attached Integrity Pact in Envelope No. 1 at the submission of the bid.
17	Defect liability period	12 months from issue of completion certificate by Architect.
18	Liquidated damages for non-completion of work within stipulated period.	0.5% per week subject to maximum of 5% of contract value.
19	Terms of Rates	The quoted rates shall be inclusive of all and shall be EXCLUDING OF GST ONLY.
20	Period of honouring interim Certificate	15 Working days after the submission of the interim Bill/BOQ.

21	Period for honoring final Certificate	30 working days after the submission of the Final measurements/ BOQ.
22	Validity of Rates	The quoted Rates in the Tender shall remain valid till the completion of the work. No escalation in rates shall be allowed in any case.
23	A-Class Electrical Contractor	Contractor has to employ "A" Class Electrical contractor after taking prior approval of the credentials of Electrical contractor, for proposed electrical work as per the tender.
24	Extra Items	The contractor shall not execute the item for which the rate cannot be derived from the Tender. He shall submit the Rate analysis for such item on actual cost plus 15% as over-heads, establishment charge and contractor's profit, and get it approved by Architect/ Bank before starting the work of such items.
26		Contractor shall shift and rearrange necessary existing Furniture/ Fixture at Branch to keep site tidy and clean protect office equipment by covering during execution. If contractor fails then Branch Manager/ Office Head shall employ other agency for the job and cost incurred shall be recovered from the bill Amount of contractor.
27		Electrician/ Network Technician/ Carpenter/ A.C Technicians shall remain present at site at all the time during execution of work to avoid any power/ Network failure/ Disturbance of branch/ Office functioning.
28		Contractors shall have to make necessary temporary arrangement to the satisfaction of Branch Manager/ Office head for Electrification/Data Cabling/Furnishing/A.C no extra payment shall made for this.
29		On completion of work all contractors shall give detailed measurements/ circuit diagram/ List of materials used Testreports duly signed and sealed.
30		All hidden measurements must be got checked/ recorded before concealing.
31		All material and makes shall be as per specifications any deviation will not be accepted without written permission of Architect/ Bank.
32	Contact Officer of the Bank	Mr. S C Mohapatra Chief Manager-BSD Mob- 7381000132
33	Contact Details of our Independent External Monitor (IEM)	Shri Trivikram Nath Tiwari, Mail ID: trivikramnt@yahoo.co.in Shri Jagdip Narayan Singh, Mail ID: jagadipsingh@yahoo.com , 011-61515609

Seal & Signature of Contractor



NOTICE INVITING TENDER

REF. NO: RO/BHUB/GAD/2022-23/170

Date: 10.10.2022

Dear Sir/ Madam,

Reg: Tender for Furbishing (Furniture, Interior, Electrical, Data cabling & Air- Conditioning) work at Algm Branch under Regional Office, Bhubaneswar.

Central Bank of India, invites you to tender for the aforesaid work. Tender Documents can be collected from Regional Office, 108B 1st Floor Unit 7 Surya Nagar, Bhubaneswar-751003 or can be downloaded from the link/ banks' website "<http://www.centralbankofindia.co.in/English/TendersPage.aspx>".

1. The sealed Tender in the prescribed tender form in one envelope comprising **PART -1 (Technical Bid = The Tender document + Documents conforming to Eligibility criteria + EMD + Tender Fee) & PART-2 (Price Bid + Specifications + Drawings)** should be submitted to Regional Office, 108B, 1st Floor, Unit 7, Surya Nagar, Bhubaneswar-751003 super scribed "Tender for Furbishing work at ALGUM Branch, under RO Bhubaneswar."
2. The Tender document along with price bids are to be submitted in a single sealed envelope comprising of two small envelopes having Technical bid and price bid. Vendors confirming to eligibility criteria mentioned in this tender document shall apply for the tender. Any question/doubts related to tender document may be clarified with Bank over phone (given in tender notice) on working days during Office hours. The bids shall not include any conditions whatsoever. Only unconditional tenders will be accepted. Any conditional tender will be liable for rejection. Any bidder desirous of imposing any condition having financial implication should read the tender appropriately and should not put any condition in the tender.
3. The envelope should be submitted to the above office on and before 3.00 PM on 27.10.2022. The Technical Bid of tender will be opened at 3.30 PM on 27.10.2022 or any other date which may be decided by Bank in due course at above mentioned address in presence of tenderers or their authorized representatives who choose to be present. Opening of Financial Bids will be informed well in advance to technically qualified bidders.
4. Tenders received late on account of any reason whatsoever and telegraphic and faxed tenders shall not be entertained.
5. The Defect Liability Period of the said work shall be for 1 year from the date of issue of work completion certificate from Architect.
6. Validity of the Tender shall be 120 days from the date of opening of Financial Bid.
7. The Bank does not bind himself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason for doing so.
8. Any addendum/corrigendum thus issued shall be part of the Tender Documents and shall be published on the Bank's website only. Tenderer shall enclose the same with their bid documents.
9. For any further information on the tender, Regional Office, 108B 1st Floor Unit 7 Surya Nagar, Bhubaneswar-751003 email- gadbhubro@centralbank.co.in may be contacted.

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

FORM OF TENDER

**Regional Head
Central Bank of India,
Regional Office-Bhubaneswar**

Reg: Tender for Furbishing (Furniture, Interior, Electrical, Data cabling & Air-Conditioning) work at Central Bank of India, ALGUM Branch under Regional Office, Bhubaneswar.

Dear Sir / Madam,

- ❖ Having examined the requirement and scope of work, having visited the site and having satisfied ourselves as to the location of the site and working conditions, I/We hereby offer to execute the above works at the respective rates which I/We have quoted, for the said scope of work.
- ❖ I/We shall execute works at my/our tendered rates together with any variations in quantities approved by the Employer/ Bank.
- ❖ In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract agreement required by you. I/We agree not to employ Sub-Contractors other than those that may be approved by you.
- ❖ I/We agree to pay and bear Income-tax, VAT, Works Contract Tax, Labour Welfare Fund Charges, Octroi duties and all other taxes etc. as prevailing from time to time on such items for which such taxes and charges are levied by the appropriate authorities. The rates shall be quoted in all inclusive except GST.
- ❖ I /We understand that you are not bound to accept the lowest offer or bound to assign any reasons for rejecting our tender.
- ❖ I /We agree to keep our offer open for 120 days from the date of opening of the Price Bid.

Thanking you,

Signature of Tenderer with Seal & Address

Date:

ELIGIBILITY CRITERIA

ELIGIBILITY CRITERIA FOR APPLYING TENDER:

Only those contractors who have worked for reputed organizations viz. Central/ State Govt./ Autonomous Body/ PSU/ Bank/ Financial Institutions/ Educational institutes/ reputed Private Organization etc. and have executed similar type of works can furnish documentary evidence of complying with the following criteria, shall apply:-

1. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost. The bidder should be in profit in the past three years. This should be duly audited /certified by Chartered Accountant.
2. 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 (03) similar completed works costing not less than the amount equal to 40% of the estimated cost.

Or

Two (02) similar completed works costing not less than the amount equal to 50% of the estimated cost.

Or

One (01) similar completed work costing not less than the amount equal to 80% of the estimated cost.

3. Have registered office in ODISHA state
4. Must have valid PAN, TIN, GST registration number
5. Must have EPF, ESI & Labour registration.
6. Completion certification with regards to the works mentioned for experience (point 2) to be issued by Competent Authority will only be considered as credential. If the Completion certificate issued by Competent Authority does not reflect the type of work, then Final bill / Schedule of Quantity of the qualifying works also to be attached along with the Completion certificates
7. *ELECTRICAL INSTALLATION: The whole of the Electrical & Data cabling installation shall be carried out by a major registered licensed Electrical Contractor's firm. For this vendor shall either submits his valid "A" Class Electrical Contractors certificate or an agreement with major registered licensed Electrical Contractor's firm for carrying out said proposed Electrical works.*

NB:

- Out of the above said completed works, the contractor should have completed in Central/ State Govt./ Autonomous Body/ PSU / Bank / Financial Institutions / Educational institutes/Private Organization etc.
- Similar Works shall means: Interior furbishing (civil, furniture, electrical, data cabling & air-conditioning) new & repair/renovation of offices/ branch etc.
- All documents should be duly signed by the contractor taking the responsibility of the same.
- Contractors who have been disqualified by Bank due to any reasons will not be considered.
- Only such contractors who fulfill the aforesaid eligibility criteria need to apply.
- EMD of un-successful bidders will be returned without any interest after finalization of contract.

EVALUATION CRITERIA

For the purpose of Tender, the short listed eligible applicants will be evaluated in the following manner:-

- ❖ Tenders without EMD shall be out-rightly rejected and shall not be evaluated for Technical eligibility. Except the MSME vendors are exempted.
- ❖ The initial eligibility criteria prescribed above (in respect of experience of similar class of works completed) shall first be scrutinized and the applicant's eligibility for Tender for the work is determined.
- ❖ Only the applicants who meet the eligibility criteria specified as above will be evaluated on the basis of details furnished by them.
- ❖ If necessary, the authorized representatives of Bank will visit all/ few projects/ sites which are recently executed/ being executed by the applicants, in order to evaluate the performance of the applicants.

On the basis of the eligibility criteria mentioned above and after the evaluation of the applicants based on the site visit report, if any, credentials submitted by the applicants, confidential reports obtained from various clientele (wherever necessary), Tender Bid Part-II (Financial Bid) of only technically qualified/ pre-qualified Contractors shall be opened on the date which will be informed in due course by the Bank.

Work shall be awarded as per evaluation criteria / L1 bidder to eligible bidder.

Seal & Signature of the tenderer

MANDATORY INFORMATION REQUIRED FOR PREQUALIFICATION OF THE BIDDERS

Important:

Please type or handwrite in capital letters.

Attach copies of the supporting documents.

Please use additional sheets if required.

Name of the Bidder:	
Email address:	
Telephone number office:	
Telephone number office:	
Fax no.:	
Address 1:	
Address 2:	
City:	
Pin code:	
Year of Establishment:	
Status of the Firm:	Proprietary / Partnership / Pvt. Ltd. / Pub. Ltd.
Names of the directors/Partners/proprietor:	
Name and address of the Bankers – 1:	
Name and address of the Bankers – 2:	
Name and address of the Bankers – 3:	
Registration number and date with Registrar of Companies/Firms:	
PAN Number:	
TAN Number:	
GST Number & certificate:	
EPF Registration no.:	
ESI Registration no.:	
Labour Registration no.	
Request copies of the Balance sheet:	
Empanelment with the other Companies / PSUs (if any)	
Field of activities:	
Main Activity:	
Value of the total work done till date:	

List: Particulars of successfully completed works during last Three years amounting as per eligibility criteria	
List: Number of Technical staff working in the organization:	
List Number of other staff working in the organization:	
Have you in past carried out any works for CENTRAL BANK OF INDIA or its subsidiaries?	
Have you been ever disqualified or levied penalty by the Bank in past for non-fulfillment of the contractual obligations. If yes, please provide details in brief:	
Have you been ever been put on a holiday list or banned by any Public Sector Units? If yes please provide details in brief:	

I/We confirm that to the best of my/our knowledge above information is authentic and accept that any deliberate concealment will result to disqualification at any stage.

NB:

- (i) ALL TENDERS MUST BE SUBMITTED WITH LAST THREE YEARS INCOME TAX RETURNS OR AUDITED BALANCE SHEET.
- (ii) ALL TENDERS MUST HAVE ADEQUATE WORK ORDERS OR COMPLETION CERTIFICATES FOR TECHNICAL QUALIFICATION.
- (iii) IN CASE TENDERED RATE IS BELOW CERTAIN 25% OF BANK'S ARCHITECT'S ESTIMATE, SEPERTATE BOND FROM TENDRER WILL BE REQUIRED FOR THE QUALITY OF WORK/ WORKMANSHIP AS PER DRGS & SPECIFICATIONS.

Seal and Signature of the Bidder/s.

Date:
Place:

INSTRUCTIONS TO TENDERERS

**LOCATION: Proposed Site is located at Central Bank of India, Algum Branch,
Plot No.315/170 At Gate Bazar, Po Sakhigopal Dist Puri PIN 752014**

Tenderers must get acquainted with scope of work (as per BOQ), conditions of contract and other conditions carefully before tendering. No request for any change in rates or conditions for want of information on anything whatsoever in these Tender documents shall be entertained after receipt of tenders.

The tenderers are advised to inspect the site to ascertain the nature of site, access there to, location for execution of the work. The tenderers must examine and inspect the site of the work and acquaint themselves with all local laws, regulations and practices.

SUBMISSION OF TENDER: -

- ❖ Tender must be submitted in original and as per details given hereunder. The rates shall be filled only in the Financial/ Price Bid/ BOQ given in the Tender Document.
- ❖ The Tender comprising two separate sealed envelopes comprising Technical & Financial bids respectively are to be kept in a large single sealed envelope.
- ❖ Any conditions/stipulations mentioned in the tender may not be taken into consideration for evaluation of the tenders.
- ❖ Tenderers are requested to quote strictly as per the terms and conditions, specifications, standards given in the tender document and not to stipulate any deviations.
- ❖ Addenda to this tender document, if issued, must be signed and submitted alongwith the tender document.
- ❖ All pages of this document are to be signed by the bidder in token of his acceptance of the conditions thereof. All pages of tender documents shall be signed at the lower right hand corner or signed wherever required in the tender documents by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.
- ❖ The tenderers should quote the rates in figures (English) as well as in words.
- ❖ Corrections and Erasures: All corrections and alterations in the entries of tender papers must be attested by initials of tenderer, overwriting of the figures is not permitted.
- ❖ The tender shall contain the names, residence and place of business of person or persons submitting and signing the tender and shall be signed by the Tenderer with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the name of the partnership by all the partners or by duly authorized representative/s followed by the name and designation of the person/s signing. Tender by a Company or Corporation shall be signed by an authorized representative, and a power of Attorney on their behalf shall accompany the tender in Envelope. A copy of the partnership deed of the firm with names of all partners shall be furnished.
- ❖ In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
- ❖ The rate to be quoted by the tenderer shall be firm and shall cover and include cost of all

materials required for upkeep of the premises, wages to the laborers, supervisors, equipment deployed, contractors profit, transportation charges and all statutory levies, taxes such as "Octroi, sales tax, Labour Cess, VAT, excise duty, PF, ESI etc. but **excluding GST**.

- ❖ The tenderer shall note that no claim for enhancement of rates/ cost escalation, on the ground that cost of materials, labor has increased; existing statutory levies have been increased, after tender, or in any other ground, will be entertained on any account.
- ❖ Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions. The tenderer should specifically note that it is tenderers responsibility to provide all items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.
- ❖ The bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. Also bank may accept part of any tender or entrust the entire work to any contractor or divide the work to more than one contractor (item wise) without assigning any reason or giving any explanation. The rates quoted by the contractor will hold good for this bifurcation and no compensation will be paid on this account.
- ❖ Joint tenders shall not be considered.
- ❖ Within 24 hours of receipt of intimation regarding acceptance of his tender by the Bank, the tenderer should send his acceptance of the work order in writing. If the tenderer does not do that, or does not start the work within 24 hours of such intimation to him or fails to give justified reasons not to do so, acceptance of his tender would be withdrawn and Earnest Money Deposit would be liable to be forfeited.
- ❖ The contractor has to maintain an attendance register of the persons deployed at site and the same will be inspected by the Bank time to time.
- ❖ If any of the labour employed by the contractor is found to be under performing or any misbehavior is found / reported while on duty, Bank reserves the right to ask for a suitable substitute.
- ❖ No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
- ❖ The earnest money of the successful tender shall be adjusted in the retention amount.
- ❖ Witness: Witness and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.

SCOPE OF WORK:

- ❖ The contractor selected for execution of the work shall be conversant with all codes of practice, rules of local authorities and procedures for obtaining approvals from any authority or as the case may be.
- ❖ The work shall include the following items of work broadly:

The works shall include Furbishing of Central Bank of India, Algom Branch premises having civil, furniture, Interior, electrical, Data, Air-conditioning etc. works or any other similar work mentioned in BOQ. The work shall be executed as per the directions of Architect-in-Charge as per the Bank's requirement and tender specifications. Works not covered in the specifications shall be carried out as per relevant Indian Standards Code of Practice and specifications of materials with prior approval of Bank/ Architect.

TENDERER SHALL VISIT THE SITE

- ❖ The intending tenderer shall visit the site and make themselves thoroughly acquainted work to be executed, local site condition, nature and requirements of the works, facilities of transport condition, effective labor and materials, access and storage for materials. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before & after the commencement of the work or which in the opinion of the Bank/Architect might be deemed to have reasonably been inferred to be so existing before commencement of work.
- ❖ Any printing or typographical errors /omissions in tender document shall be referred to the Employer and his interpretation regarding correction shall be final and binding on Contractor.

TRANSFER OF TENDER DOCUMENTS:

- ❖ Transfer of tender to another is not permitted in any case.

RETENTION MONEY:

- ❖ 5% of the cost of duly verified work done.

RELEASE OF RETENTION AMOUNT:

- ❖ After 1 year from the date of completion of work and handing over the site by contractor to Bank and attending the work defects by contractor arising in this 1 year up to the Bank's satisfaction. Necessary deduction from retention money shall be made from the expenses done by Bank in rectification of defects, if not attended by contractor or so within one week of intimation by the Bank.

VALIDITY:

- ❖ Tenders submitted by Tenderers shall remain valid for acceptance for a period up to the end of 120 days from the date of opening of the price part of the tender. The tenderers shall not be entitled to revoke or cancel their tenders or to vary the tender given or any terms thereof during the period of validity without the consent in writing of owner.

RIGHT TO ACCEPT OR REJECT TENDER:

- ❖ The acceptance of a tender will rest with the Bank who does not bind himself to accept lowest tender and reserve to them the authority to reject any or all the tenders received. They also reserve the right of accepting the whole or any part of the tender and the Tenderers shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Tenderer are liable to be rejected. The job may be awarded to one or more agencies by dividing the work at the entire discretion of the Employer. The quoted rates shall hold good for such eventuality.

TIME SCHEDULE:

- ❖ The said works in both the branches shall be completed in **30 days** from the date of issue of work order by Bank.

LIQUIDATED DAMAGES FOR DELAYED COMPLETION:

- ❖ If the contractor fails to complete the work by the scheduled date of completion or within any sanctioned extended time, he will have to pay 0.5% of the accepted tender amount per week as liquidated damages for each week beyond the scheduled date of completion or the extended period of completion, works remaining incomplete. The above penalty shall be imposed for period of delay attributable to Contractor for the entire scope of work assigned to them for project completion. The decision of Bank in this regard shall be final & binding. The maximum liquidated damages recoverable shall be 5% of accepted tender amount.

WATER & ELECTRICITY:

- ❖ Electricity and water for execution of work shall be arranged by the Vendor/ Contractor during course of construction for alternate sites or sites where same is not available at the time of construction.

SIGNING OF THE CONTRACT:

- ❖ The successful Tenderer shall be required to execute an agreement in the pro-forma approved and provided by Bank within 7 days from the date of receipt of the notice of acceptance of tender or letter of intent. On acceptance of the tender, the name of the accredited representatives of the Contractor, who would be responsible for taking instructions from the Employer as the case may be, shall be communicated to the Bank.
- ❖ Bank is not concerned with any rise or fall in the prices of any materials or labour. The rates quoted shall include charges including any enhanced labour rates etc. which may be enacted from time to time by the State and/or the Central Government and shall remain valid till Completion of the work. Under no circumstances bank shall be held responsible for compensation or loss to the contractor due to any increase in the cost of labour or material etc. No Price variation adjustments shall be admissible.
- ❖ Permission/ approval if so required from any civic, local, government, municipal, competent authorities shall be the entire responsibility/ scope of the contractor and Bank shall not make any payment in this regard which may be noted.
- ❖ The existing branches from where the furniture is to be shifted are functional. As such said repair/ renovation work is to be done causing minimum disturbance to the branches. Contractor to take up the said works strictly as per Bank's instructions & priority failing which Banks shall take appropriate action including imposing penalty/ cancellation of order.
- ❖ Extra item is to be executed only after obtaining rate approval from Bank by submitting rate analysis based on the latest available DSR or if the rate is not derivable from DSR then it should be based on prevailing market rates.
- ❖ Terms & Conditions not specifically mentioned here shall be governed by latest available CPWD-GCC.

ELECTRICAL INSTALLATION:

- ❖ ***The whole of the Electrical & Data cabling installation shall be carried out by a major registered licensed Electrical Contractor's firm.*** The electrical installation shall include for the supply of the whole of the materials and the work of fixing, necessary for the complete installation. The work shall be carried out in strict accordance with the latest edition of the Regulations for the Electrical Equipment of Buildings issued by the Institute of Electrical Engineers I.E. rules and to the satisfaction of and in accordance with rules, regulations, and requirements of the supply company and the Fire department all to the entire satisfaction of the **Architect** / Bank.
- ❖ The positions of all points and equipment shown on the drawings shall be assumed to be correct for the purposes of tendering, but it is the main contractor's responsibility to check the exact positions on the site before commencing the works.

Seal & Signature of the tenderer

SPECIAL CONDITIONS OF CONTRACT

- ❖ Tenderers shall go through all documents before quoting rates and provide for necessary cost as may be included in either bill or material or specifications.
- ❖ Tenderers shall be given prices in blank column Entries in English made in ink. Arrive also at the grand total must also fill in all “rates only columns” and sign all corrections.
- ❖ Tender shall be invalid unless all rates are filled in. No arbitrary condition shall be submitted.
- ❖ Tenders shall be signed by all the legal partners of the firm.
- ❖ Each of the tender documents shall be signed by the Tenderer.
- ❖ Work shall be done night (if permitted by bank) and day without extra charge, if necessary.
- ❖ Tenderer shall provide for stacking of materials in such a way as to facilitate rapid checking of quantities.
- ❖ Materials supplied by Bank, if any, shall be used only in Bank’s work.
- ❖ Contractors shall pay any local charges relating to execution of work.
- ❖ Contractor shall allow for all wastages in the rates.
- ❖ Contractor shall arrange all temporary connections.
- ❖ No extras shall be paid, quantity sheets and drawings both are to be considered jointly and Architect is the final authority for the interpretation.
- ❖ Site instruction shall be deemed for proper execution, and shall be carried out without extra charge.
- ❖ Order book with numbered pages shall be kept on site. Contractor shall carry out all instructions properly.
- ❖ All disputes and differences of any kind whatsoever arising out of or in connection with the Work Order whether during or after completion of contract shall be deemed to have arisen at Bhubaneswar and only Courts in Bhubaneswar shall have jurisdiction to determine the same.
- ❖ Signing of the contract: The successful Tenderer shall be required to execute an agreement in the proforma attached with this tender document within 7 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Tenderer to sign the agreement within the above-stipulated period. The Bank reserves the right to forfeit the earnest money/ security deposit and cancel the contract.
- ❖ Until the Agreement is formally signed, the Work Order/ Letter of Acceptance of Tender issued to the successful Tenderer and accepted by him shall be operative and binding on the Bank and the Contractor.

Seal & Signature of the tenderer

ARTICLES OF AGREEMENT

This agreement is executed at Bhubaneswar on this day of 2022 between Central Bank of India, a body corporate, constituted under the provision of Banking Companies (Acquisition & Transfer of Undertakings) Act. 1970, having its Head Office at Chandermukhi, Nariman Point, Mumbai – 400 021 & Regional Office at 108B, Unit-7 Surya Nagar, Bhubaneswar-751003, Odisha represented through (hereinafter referred to as the “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and assigns) of the ONE PART and M/s (name of contractor), having its Registered office at (address of contractor). (Hereinafter referred to as the “Contractor”, which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and assigns) of the OTHER PART.

WHEREAS the Bank is desirous of carrying out the (brief description and address of work) and therefore has invited tenders.

AND WHEREAS the contractor has submitted its tender for carrying out the (brief description and address of work) is hereinafter referred at as and the same was accepted by the Bank.

AND WHEREAS the contractor has submitted the tender dated (date of tender) wherein the (brief description of the work) work to be done was also described as per priced schedule of quantities, along with the general condition of contract, special conditions, additional conditions etc., at the respective rates mentioned in the priced schedule of quantities and also as per the essential terms and conditions mentioned in the work order no. (Work order no. and date) issued by the Bank to the Contractor.

AND WHEREAS Bank has also accepted the offer of the contractor to fulfill the (brief description of the work) work as agreed to in its tender dated wherein the work to be done was described as per the priced schedule of quantities, along with the general conditions of the contract, special conditions, additional conditions, etc., at the respective rates mentioned in the priced schedule of quantities, and as per the work order no.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The contractor hereby agrees that it shall execute the (brief description of the work) work as per the tender dated (date of tender) copy whereof is enclosed and the same shall form part and parcel of this agreement, wherein work to be done was described as per the priced schedule of quantities, along with the general conditions of the contract, special conditions, additional conditions, etc., at the respective rates mentioned in the priced schedule of quantities, and also as per the essential terms and conditions mentioned in the work order no. (Work order no. and date) copy whereof in enclosed and the same shall form part and parcel of this agreement.

The Bank hereby agrees to pay to the contractor such sums as shall become payable hereunder at the time and in the manner specified in the tender dated and also as per the essential terms and conditions mentioned in the work order no. issued by the Bank to the contractor.

The Contractor has deposited Rs..... (ISD amount) (Rupees..... (ISD amount in words Only) with the Bank as Initial security deposit for the due performance of the agreement, and the Bank hereby acknowledge the same.

Subject to what is stated in para 5 hereinafter, both the parties hereby agree to abide by and

submit themselves to the terms and conditions and also stipulations as mentioned in the tender dated (date of tender) (as mentioned by this agreement) and also as per the terms and conditions mentioned in the work order no. (Work order no. and date) issued by the Bank to the Contractor.

Notwithstanding what is stated in terms and conditions and also stipulations [as to i) appointment of an arbitrator and conducting the arbitration proceedings, and ii) the jurisdiction of Courts] as mentioned in tender dated (date of tender) both the parties hereby agrees that:

The appointment of Arbitrator/s & conducting the arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996, and

Any dispute/differences, if any, shall be deemed to have arisen in and only courts in Bhubaneswar shall have exclusive jurisdiction to try and determine the same.

The several parts of this contract have been read to us and fully understood and signed by us. This agreement is deemed to have come into force on (date of work order/commencement date).

WITNESS WHEREOF THE CONTRACTOR AND THE BANK HAVE AFFIXED THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE.

Signed and delivered by Central Bank of India

by the hands of

For and on behalf of the Central Bank of India

Its constituted Attorney, in the Presence of

1.

2.

Signed sealed (with common seal) and delivered by

M/s (Name of the firm), through
Its authorized Signatory

In the presence of Authorized Signatory

1.

2.

ANNEXURE-1

From: The Contractor

.....
.....

To:

Central bank of India,
Regional Office Bhubaneswar

Dear Sirs,

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

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

Yours truly,

Date: _____

SIGNATURE OF CONTRACTOR WITH RUBBER STAMP

ANNEXURE-2

From: The Contractor

.....
.....

To:

Central bank of India,
Regional Office Bhubaneswar

Dear Sirs,

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

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

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

Yours truly,

Date : _____

SIGNATURE OF TENDERER WITH RUBBER STAMP

SAFETY CODE

- ❖ First aid box & other safety equipment's including adequate supply of sterilized dressing and cotton wool shall be made available/ used during construction period by Contractor at his own cost.
- ❖ An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- ❖ Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
- ❖ No portable single ladder shall be over 8 meter in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used as extra mazdoor shall be engaged for holding.
- ❖ The excavated material shall not be placed within 1.5 meters of the edge of the trench or half the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- ❖ Every opening in the floor of a building or in a working platform to be provided with suitable means to prevent the fall of persons or materials by providing fencing or railing whose minimum height shall be one meter.
- ❖ No floor, roof or other part of the structure shall be so overloaded with debris or materials as to tender it unsafe.
- ❖ Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
- ❖ Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
- ❖ (i) No paint containing lead or lead products shall be used except in the form paste or readymade paint.
(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- ❖ Hoisting machines and take used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- ❖ The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

Seal & Signature of the tenderer

Confirmation of Acceptance of Tender terms and conditions

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

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

Date: _____

SIGNATURE OF TENDERER WITH RUBBER STAMP

DECLARATION

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

Date: _____

SIGNATURE OF TENDERER WITH RUBBER STAMP