



निविदा प्रपत्र

सेंद्रल बैंक ऑफ इंडिया के
317एम जी मार्ग, पुणे स्थित
आंचलिक कार्यालय भवन में
स्ट्रक्चरल दुरुस्ती, लीकेज ट्रीटमेंट, प्लम्बिंग तथा सिविल और संबन्धित कार्य करने हेतु
प्रतिष्ठित सेवा प्रदाताओं से निविदा प्राप्त करने हेतु

निविदाकार का नाम : -

निविदा प्रस्तुत करने की अंतिम तिथि: 14/02/2022 दोपहर 03:00 बजे तक

निविदा खोलने की तिथि) केवल प्रि-क्वालीफिकेशन/टेक्निकल निविदा (: 14/02/2022 दोपहर 03:30 बजे

निविदा शुल्क: डिमांड ड्राफ्ट के रूप में ₹5,000.00 (₹ पाँच हजार मात्र (अप्रतिदेय)

बयाना जमा राशि: डिमांड ड्राफ्ट के रूप में ₹54,000.00 (₹ चौपन्न हजार मात्र)

आय ई एम का विवरण:-

1) श्री. त्रिविक्रम नाथ तिवारी
ईमेल :- trivikramnt@yahoo.co.in

2) श्री. जगदीप नारायण सिंह
ईमेल :- jagadipsingh@yahoo.com

सेंद्रल बैंक ऑफ इंडिया,
व्यवसाय सहायता विभाग
पहिली मंजिल आंचलिक कार्यालय
317एम जी मार्ग, कैप
पुणे 411001
दूरभाष:- 020-26131611-14



Tender Document

For

Structural retrofitting, leakage treatment, plumbing, civil and related ancillary works to be carried out at Bank's Buildings at 317, M G Road, Camp, Pune 411001

Name of the Tenderer: - _____

Last Date of Submission: 14/02/2022 at 3.00 PM

Date of Opening of Pre-Qualification/Technical bid: 14/02/2022 at 3.30 PM

Tender fee : ₹ 5,000.00 non-refundable in the form of DD

Earnest Money Deposit: ₹ 54,000.00 DD in favor of Central Bank of India, Payable at Pune

आय ई एम का विवरण:-

1) श्री. त्रिविक्रम नाथ तिवारी
ईमेल :- trivikramnt@yahoo.co.in

2) श्री. जगदीप नारायण सिंह
ईमेल :- jagadipsingh@yahoo.com

CENTRAL BANK OF INDIA,
General Administration Department,
1st floor, Zonal Office,
317, M G Road, Camp,
Pune 411001
Ph:- 020-26131611-14

Dear Sir/ Madam,

Reg: Structural retrofitting, leakage treatment, plumbing, civil and related ancillary works to be carried out at Bank's Buildings at 317, M G Road, Camp, Pune 411001

Central Bank of India, Zonal Office Pune invites tender for **Structural retrofitting, leakage treatment, plumbing, civil and related ancillary works to be carried out at Bank's Buildings at 317, M G Road, Camp, Pune 411001** from reputed Civil Contractors who have a considerable experience in the field of structural retrofitting work and who qualifying in Pre-qualification criteria set by the Bank.

The tenders will be issued by Bank to contractors from 24/01/2022 during working hours (10 AM to 5 PM) from our office at Zonal office, 1st floor, 317, M G Road, Camp, Pune 411001 on payment of tender fees (non-refundable) of ₹5000.00 (₹Five thousand only) in the form of draft favoring "Central Bank of India" payable at Pune.

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

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

The tender (both envelops) duly filled in and signed on each page shall be submitted in sealed cover marked as technical bid and Financial bid, clearly subscribing the name of the said work, to Asst General Manager- BSD, Central Bank of India, Zonal Office, 317, MG Road, Camp, Pune 411001 so as to reach us not later than 3.00 p.m. on 14/02/2022. Late tenders are liable to be rejected.

The tender should be submitted along with the earnest money deposit demand draft of amount ₹ 54,000/- (₹ Fifty Four Thousand only) favoring "Central Bank of India" payable at Pune. The earnest money deposit submitted in the form of Cheque will not be accepted. The earnest money deposit of unsuccessful tenders shall be returned after finalization of the bidder mostly within 30 days from the date of opening of tenders. No interest shall be paid on the earnest money deposit amount.

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

(Swadesh Chandra)
Asst. General Manager

PRE-QUALIFICATION ELIGIBILITY/ TECHNICAL BID

1. Prior to submission of tenders, it is mandatory for contractors to visit the location of said work preferably within weeks' time from issuance of tender document and to become well acquainted with the nature, scope, extent, location, working condition etc. of the work. They will inspect the site, study the drawing details specifications and obtain all required clarifications from the department. Submission of bids without site visit shall not be acceptable.
2. During technical bid opening, The Contractor shall give presentation on the similar type of works executed by him and the procedure he/she will adopt for execution of above said repairing work.

SN	Minimum eligibility criteria	Documents required
1.	The applicant should be a well-established and reputed Civil contractor firm/ proprietorship firm specialized in dealing with structural retrofitting works and shall have minimum experience of 5 years in the same field and must have registered office in Pune.	Firm registration certificate/ Firm/ partnership deed
2.	Contractor shall have experience of carrying out repair of the structures having age more than 50 years either at personal level or at company level.	Necessary documents showing satisfactory completion of the job shall be attached.
3.	Contractor shall have carried out at least one vertical extension work.	
4.	The applicant should have satisfactorily completed 'similar' works of magnitude as specified below during the last 5 years ending 31/03/2021 (i) One similar completed work, costing not less than ₹ 22.0 Lacs, or (ii) Two similar completed works, each costing not less than ₹ 17.0 Lacs, or (iii) Three similar completed works, each costing not less than ₹ 12.0 Lacs	Certificate by an authorized officer/ Chief Project Manager or equivalent of the organization for whom the works has been done. In case of private project, project architect/ Structural engineer will have to certify the execution of work. Annex the copy of the work order. Additionally, committee may, at its own discretion visit the site/s.
5.	The applicant should have average annual financial turnover of ₹50 Lacs in civil works during the last three FY ending 31/03/2021	Relevant documents to be submitted

GENERAL CONDITIONS

1. **Prior to submission of tenders, it is mandatory for contractors to visit the location of said work preferably within weeks' time from issuance of tender document and to become well acquainted with the nature, scope, extent, location, working condition etc. of the work. They will inspect the site, study the drawing details specifications and obtain all required clarifications from the department. Submission of bids without site visit shall not be acceptable.**
2. Item to be carried out are listed in the attached schedule of quantities. Bank reserves the right to add/omit any items /partly or fully without giving any reasons. The rate for any new item introduced shall be settled by the Bank after getting necessary rate analysis from the successful bidder.
3. The extra and deviated item rates shall be settled by a rate analysis wherein a gross profit (inclusive of overheads) of 15% of total cost of material + Labor shall be paid, Cost of material being supported by vouchers and labor estimated as per approved norms or as per actual, if norms are not available.
4. The quantities contained in the scheduled are only approximate/ notional and may vary, for which no extra compensation will be paid to the contractors. They are meant only for tendering purpose, so that a common base is available for comparison. The work actually done will be measured as per actual and paid for, as mentioned above.
5. The contractor shall at his own expenses rectify the unsatisfactory works within 7 days from the date of intimation. In case of failure to do so, Bank reserves the right to carry out the work through any other agency/agencies and such expenditure will be recovered from the Contractor in due course of time.
6. 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.
7. The Bank does not bind itself to accept the lowest or any tender and reserves itself the right to accept/reject any or all the tenders without assigning any reasons for doing so.
8. The rates quoted in the tender should include all charges for material, labor, transportation and taxes, if any etc. and bank shall not be responsible for any other incidental expenses in this connection.
9. The Rates shall be firm and fixed and shall not be subject to any change, variation in price of materials and labor, labor strikes whatsoever and shall hold good till completion of work. No escalation shall be payable for price variation and / or changes in tax structure.
10. This is an Item-Rate contract, an acceptance of the contract shall mean essentially acceptance of rates for each individual items of work. The actual payment however shall be made on actual authorized quantities of the work done, based on joint measurements at accepted tender rates, and / or approved extra and deviated item-rates, for extra and deviated items.
11. The tenderers are requested to sign the tender form and the schedule of quantities on all pages otherwise the same shall be rejected.
12. No extra shall be paid for any minor alterations modification/addition made in design/specification while work is in progress and as per site requirements.

13. Rates quoted in the tender/quotation should be valid for at least 120 days from the date of receipt of the order.
14. Contractor shall have to complete the work within **90 days** from the date of commencement of the work as stated in Appendix I.
15. **In case, contractor fails to complete the work within the said period, liquidated damages @ 1.0% per week and part thereof maximum up to 10% of contract value will be levied till the work is completed in all respects, as per bank's specifications.**
16. Earnest money deposit of Rs.54,000.00 (Rupees thirty Thousand only) shall be submitted in the form of demand draft/banker's cheque favoring "Central Bank of India" payable at Pune.
17. Retention money of 10% (including EMD) shall be deducted from the interim and final bill and shall be paid as mentioned in APPENDIX –I
18. 5% of the total billed amount shall be retained with the bank till the completion of the defects liability period of 12 months is over.
19. The successful tenderer shall extend full cooperation and coordination with other agencies that are executing other related jobs at site and ensure to complete the overall work expeditiously.
20. Best specified materials are used by the firm and to complete the job with utmost workmanship and as per bank's requirements.
21. No compromise on material and workmanship shall be allowed at any stage.
22. Time bound program to be fixed and adhered to. In exceptional case, request may be considered for granting extension in time limit.
23. Certificate to be kept on record about the specification/material used from the contractors and the copy of the same to be forwarded to us for our records. All care to be taken for satisfactory completion of the work in neat and tidy conditions.
24. Safety and security of the material and Labor will be responsibility of the contractor and Bank will not be responsible for the same.
25. It shall be responsibility of the Contractor to liaison with concerned/competent authorities i.e. PCB, PMC, PWD, Police, Local Development authority or other directly/indirectly involved in the work and ensure to obtain necessary permission / approval for smooth completion of the overall job in neat and tidy conditions and without any hindrances. However all communication shall be carried out by bank and contractor will carry out required follow-up.
26. The work shall be carried out as per standard specifications, system and procedure adopted by the P.W.D. Materials shall be got approved from the competent authority prior to execution of work. Measurement shall be as per Indian Standard. No Extra item will be executed without obtaining sanction of the Bank in writing. In case of major works, the Bank may also insist on execution of agreement on stamp paper.
27. The tenderer must not assign the contract or sublet any portion of the contract except with the written consent of the Bank
28. The Contractor shall strictly comply with provision of contract labor (Regulation & Abolition) Act of Maharashtra Govt.
29. No change in design / specification by bidder is permitted unless otherwise approved Bank Official / Architect.

30. Any and all the permissions/NOC required to be obtained from relevant authorities e.g. Municipal Corporation/ PWD/ MSEDCL/ Fire dept. etc., or any other for the repair including out of pocket expenses etc. shall be contractor's responsibility. However any letters by Bank as required for the same and any official charges/fees shall be Bank's responsibility.
31. The contractor shall be responsible of making good of public property in case of any damage happened during execution of said work.
32. The Bidder shall have necessary registration with State / Central Revenue Dept. i.e. GST, PAN CST etc.

33. TERMS OF PAYMENTS:-

- a) **Advance Payment:** - 10% of the initial contract price shall be paid to the contractor as Mobilization advance after mobilization of equipment, plant, material on site. The advance shall be paid against submission of an unconditional Bank Guarantee for the amount equal to the advance payment. The advance so paid shall be adjusted from interim bills maximum up to 50% from each interim bill.
- b) **Interim bills:** - Interim bills shall be paid during the work period subject to minimum value for interim bill as ₹ 10.0 Lakh as stated in APPENDIX –I, for interim certificates. The bills in proper forms must be duly accompanied by detailed measurements recorded in the approved measurement books and should be submitted. Adhoc payment for work actually executed together with other accepted claims will be made in the interest of Bank at its absolute discretion on specific request of the Contractor. However adhoc payment so made shall not exceed more than 75% of billed value. The Contractor will be required to submit the bill along with the records of joint measurement for claiming adhoc payment together with vouchers / bills etc.
- c) **Final bill Payment:** - The final bill shall be accompanied by a certificate of completion from the Bank's technical Officer and Structural Engineer appointed by the Bank. Payments of final bill shall be made after deduction of Retention Money as specified in APPENDIX –I of these conditions, which sum shall be refunded in the manner stated in APPENDIX –I. 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.
- d) 5% retention amount shall be paid after 12 months on completion of Defect liability period.

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 OF CONTRACTOR
WITH DATE & SEAL

APPENDIX -I

1.	Name of Work	Structural retrofitting, leakage treatment, plumbing, civil and related ancillary works to be carried out at Bank's Buildings at 317, M G Road, Camp, Pune 411001
2.	Defect liability period	12 (Twelve) months from the date of completion of work
3.	Date of commencement	Within 7 days from issue of order or handing over site, Whichever is later
4.	Date / Time of completion	90 Days from the date of commencement of work as stated above (Sr.3)
5.	Liquidated damages	1% of the accepted contract sum per week and part thereof subject to maximum of 10% of the accepted contract value.
6.	Earnest Money deposit	Rs. 54,000.00 along with tender to be submitted in the form of demand draft favoring "Central Bank of India" payable at Pune.
7.	Retention Percentage	Total retention = 10% of the value of work (including EMD) 8% retention shall be deducted from each interim bill
8.	Release of retention amount after completion	50% of the total retention amount (total security deposit) shall be released after successful completion of work and remaining 50% shall be retained till completion of defect liability period
9.	Min value of work for Interim Certificates	Minimum ₹ 10.00 Lakh (₹ Ten Lakh)
10.	Final Payment	After satisfactory completion of overall work
11.	Period of Honoring Interim Certificate	2 weeks from date of receipt of Certificate
12.	Period of Honoring Final Certificate	1 Months on the receipt of bill from the Contractor.

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

CONTENTS

S.No.	Page(s)	
1.	Introduction	10
2.	Scope	10
3.	Definitions	10-
12		
4.	Initiation of Banning / Suspension	12
5.	Suspension of Business Dealings	12-
12		
6.	Ground on which Banning of Business Dealing can be initiated	13-
14		
7.	Banning of Business Dealings	14-
15		
8.	Removal from List of Approved Agencies-Suppliers/ Contractors etc.	16
9.	Show-cause Notice	16
10.	Appeal against the Decision of the Competent Authority	17
11.	Review of the Decision by the Competent Authority	17
12.	Circulation of the names of Agencies with whom Business Dealings have been banned	17

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 / Contactors, 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.

BILL OF QUANTITY – Financial Bid

SN	Particulars	Qty	Unit	Rate (₹)	Amount(₹)
1	To Identify & stop the leakages from Toilet block area at all floors with using waterproofing chemicals Sunanda / Dr. Fixit / Constrochem or equivalent including identifying leakage sources, survey, if require removing tiles, thermal scanning, scaffolding, cleaning, curing, rate including all materials, labours, machineries, tools & tackles etc complete. Ensuring that no damage to client's property. Water ponding test shall be done after treatment. Work shall be executed by certified applicator only and work shall be guaranteed for 5 years and guarantee shall be provided on ₹500/- stamp paper.	10.00	per Block		
a	Dismantling existing flooring, wall tiles base screed and disposal of debris to designated area including all leads and lifts if required.				
b	Removing existing bathroom elements including carefully disconnecting water lines and necessary fittings etc complete. if required.				
c	Providing & laying of Brick bat-coba waterproofing including grout the existing cracks in slab, if require necessary PMM work, with Providing & laying 75-100mm thick IPS layer, cleaning, curing etc complete. If required				
d	Providing & applying waterproofing chemical coating on IPS layer including cleaning, curing etc complete. If required				
e	Providing and fixing 600mm x 600mm approved quality, colour, design and shade fully homogeneous Vitrified tile flooring including cement mortar bedding, fill the tiles joints with adiqute color pigment, cleaning etc complete. If required				
2	To stop the leakages from Terrace area and Parapet wall with using adequate waterproofing chemicals Sunanda / Dr. Fixit / Constrochem or equivalent including identifying leakage sources, survey, scaffolding, cleaning, curing, rate including all materials, labours, machineries, tools & tackles etc complete. Ensuring that no damage to client's property. Work shall be executed by certified applicator only and work shall be guaranteed for 5 years and guarantee shall be provided on ₹500/- stamp paper.	580.00	Sqmt		
a	providing and applying Birla putty for levelling over plain plaster, if required				
b	Removing & Providing IPS of required thickness on terrace including clearting proper slope, if required				
c	Removing and refixing of existing water tanks(11 nos) , if required				
d	Removing, repairing & Providing Vatta on terrace, if required				

SN	Particulars	Qty	Unit	Rate (₹)	Amount(₹)
3	Repairing of damaged RCC members such as slab, beam, column by using Readymix Polymer Modified mortar (upto 20 mm thick). Removing loose rust from the reinforcement bars by wire brushing, light hammering etc. and applying sulphate and chloridfree inorganic single component rust remover (RUSTICIDE-SUNANDA MAKE) conforming to IS 9077. The rusted surface shall become blackish non rusted colour. After 24 hours of application of rust remover, loose particles shall be removed by brush. Applying bonding coat slurry of high performance acryalic polymer POLYALK EP of Sunanda make or equivalent over ready mix polymer modified mortar. Mix 1 Kg Polyalk EP with 0.5 kg of cement. Finish with ready to use repair modified polymer mortar (SUNMIX-SUNANDA MAKE) by adding 13-16% water by weight of SUNMIX for treatment to the damaged RCC members. Add 1 kg of Bipolar Concrete Penetrating Corrosion Inhabiting Admixture-POLYALK CP 293 per 25 kg bag of SUNMIX after mixing SUNMIX can be sprayed or trowel applied. When applying by Hand SUNMIX must be forced tightly into the substrate to ensure complete contact with the substrate. Work shall be executed by certified applicator only and work shall be guaranteed for 5 years and guarantee shall be provided on ₹ 500/- stamp paper	53.00	Sqmt		
4	Repairing of damaged Plaster with using Cement Sand Mortar including scaffolding, curing, cleaning, rate including all materials, labours, machineries, tools & tackles etc complete. Ensuring that no damage to client's property. As per detail specification provided by bank.	120.00	Sqmt		
5	Providing & applying 2 coats of External Wall Apex Paint by Asian / Dulex / Nerolac with using Cement Sand Mortar including scaffolding, curing, cleaning, rate including all materials, labours, machineries, tools & tackles etc complete. Ensuring that no damage to client's property.	1600.00	Sqmt		
6	Replace the damaged Rain Water Pipe from terrace to ground including spout waterproofing, shoe, bend, clips, pacer, scaffolding, rate including all materials, labours, machineries, tools & tackles etc complete. Ensuring that no damage to client's property.	120.00	Rmt		
7	To close the window opening by fixed glass at terrace level including cutting, dressing to existing opening, scaffolding, cleaning, rate including all materials, labours, machineries, tools & tackles etc complete. Ensuring that no damage to client's property.	4.00	Nos		

SN	Particulars	Qty	Unit	Rate (₹)	Amount(₹)
8	Removing existing plaster from parapet top and providing & fixing Kaddapa / Granite with applying one coat plaster and cement paste including cleaning, curing, rate including all materials, labours, machineries, tools & tackles etc. complete. Ensuring that no damage to client's property.	100.00	Rmt		
9	To stop the leakages at Basement currency area with using waterproofing chemicals Sunanda / Dr. Fixit / Constrochem or equivalent including identifying leakage sources, survey, if require thermal scanning, scaffolding, cleaning, curing, rate including all materials, labours, machineries, tools & tackles etc. complete. Ensuring that no damage to client's property.	50.00	Sqmt		
10	Providing safety Green net around the Periphery of building during execution of work	105.00	Rmt		
		Total Amount			
		Add GST			
		G.Total			

G. Total Amount in words –

**SIGNATURE OF CONTRACTOR
WITH DATE & SEAL**