

CENTRAL BANK OF INDIA
REGIONAL OFFICE, HYDERABAD
FIRST FLOOR, CENTRAL BANK OF INDIA PREMISES, BANK STREET,
KOTI, HYDERABAD – 500095

Date : 21.02.2022

NOTICE INVITING TENDER

For

Disposal of old and obsolete batteries kept in our Koti premises

Independent External Monitor

Shri Jagdip Narayan Singh
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Detailed Notice Inviting Tenders

NIT No: CBIZOH001 Date: 21.02.2022

Central Bank of India, a body corporate constituted in India under the Banking Companies (Requisition and Transfer of Undertaking) Act 1970 having its Head Office at ChanderMukhi, Nariman Point, Mumbai - 400021 hereinafter called "Bank" invites sealed tenders from eligible bidders for sale of goods as briefly outlined below. Please refer to the tender document for complete description of our requirement.

It is proposed to dispose off all the batteries by calling for bids through OPEN TENDER PROCESS under the following terms.

Location :	Central Bank of India, Regional Office, Hyderabad, Bank Street, Koti, Hyderabad – 500095
Tender Base Price :	Rs.18 Lakhs
Tender Application Fees :	Rs.2000/-
Method of Procurement:	OPEN TENDER, publishing the NIT on Bank website and publish a condensed advertisement in a national and local daily as per norms.
Procurement System:	SINGLE BID SYSTEM
Date of issue of Notice Inviting Tender:	21.02.2022
Deadline for submission of Tender (date and time) :	16.03.2022 at 15:00 hours
Tender Validity expires on :	16.06.2022
Tender opening date and time:	16.03.2022 at 15:30 hours
Present condition of Goods :	To be collected 'as is where is'
Taxes :	Applicable, as relevant
Bid Security (Earnest Money Deposit):	Rs.10,000/-
Best Offer :	Bid of the highest acceptable responsive bidder will normally be accepted.
Collection of sale value from the selected bidder :	Within 7 days from the date of issue of sale release order to the selected bidder
Release of the sold surplus goods to the selected bidder.	Within 3 days of receipt of full amount at Bank's end
Payment :	Full payment, i.e. the residual amount after

	adjusting the bid security will be obtained from the successful bidder before releasing the goods.
Other terms:	<ul style="list-style-type: none"> • Bidders can inspect the goods before bidding on 02.03.2022 (fixed date) at 11:00 hrs. • The EMD of unsuccessful Bidders to be returned as promptly as possible upon the successful Bidder's furnishing of the security deposit as per Bank guidelines.

GENERAL RULES & INSTRUCTIONS FOR THE GUIDANCE OF TENDERERS

1. Tendering shall be conducted in accordance with Open Tender procedures of the Bank. Prospective bidders must take note of the qualification requirements as specified in the tender documents. Bids must be accompanied by Earnest Money Deposit (EMD) in an acceptable form and amount as specified in the tender document. EMD should be submitted in a separate cover.
2. A complete set of tender documents may be purchased, between the hours of 10.30 am to 5.00pm prior to one day before the closing date of tenders i.e. 04.07.2021, by interested prospective bidders from address specified below upon payment of a non-refundable fee of Rs.2000/- (Rupees Two Thousand only) by demand draft/ banker's cheque in favour of Central bank of India, payable at Hyderabad must accompany each tender and each tender is to be in a sealed cover super 'Disposal of old and obsolete batteries in CBI premises at Hyderabad' and payable at Hyderabad. Tender document can also be downloaded from the website www.centralbankofindia.co.in/English/Tenderspage.aspx. Any tender not accompanied with the EMD or the specified fee shall be rejected.
3. The EMD of Rs.10,000/- (Rupees Ten Thousand only) by demand draft/ banker's cheque in favour of Central bank of India, payable at Hyderabad to be remitted along with the Tender Documents of the contractor whose tender is accepted shall carry no interest whatsoever and this shall be forfeited in full in case he does not remit the Initial Security Deposit within the stipulated period or start the work by the stipulated date mentioned in the award letter. EMD and application fee is exempted for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.
4. The entire set of tender papers issued to the tenderers should be submitted fully priced and also signed on the page, together with initials on every page Initial/signature will indicate the acceptance of the tender papers by the tenderer.
5. Tender offers will be opened as per the schedule mentioned above at the address mentioned below in the presence of the bidders' representatives who choose to attend the opening of tender on

the above-specified date, time and place. Technical specifications, Terms and conditions, and various formats for submitting the tender offer are described in the tender document.

6. The acceptance of tender will rest with “CENTRAL BANK OF INDIA” which does not bind itself to accept the lowest tender, and or reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders that do not meet the prescribed conditions or are incomplete in any respect are liable to be rejected.
7. Batteries will be sold in ‘as is where is’ condition only.
8. CENTRAL BANK OF INDIA reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
9. CENTRAL BANK OF INDIA reserves the right to issue sale release order for batteries as per convenience of Bank on finalization of best offer in Bank interest.
10. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. All rates shall be quoted on the proper form of the tender alone.
12. An item rate tenders containing percentage below/ above will be summarily rejected.
13. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from the Bank/ Architects shall be communicated to the Bank.
14. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and words. ‘p’ after the decimal figures, Eg. Rs. 2.15 “p”, and in case of words, the word “Rupees” should precede and the word “Paise” should be written at the end, unless the rate is in whole rupees and followed by the words ‘only’ it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word ‘only’ should be written closely following the amount and it should not be written in the next line.
15. CENTRAL BANK OF INDIA does not bind itself to accept the highest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rates.
16. GST (registration proof to be enclosed with the tender) or any other tax on material or item as applicable in respect of this contract shall be payable by the contractor and CENTRAL BANK OF INDIA will not entertain any claim whatsoever in this respect.
17. The tender for works shall remain open for a week from the date of notice to invite tenders. If any tenderer withdraws his tender before the said period, then the bank shall be at liberty to forfeit Earnest Money paid along with the tender.

18. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and had/have tendered for the same work. Failure to observe these conditions would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.
19. It will be obligatory on the part of the tenderer to tender and sign the tender document for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority i.e, CENTRAL BANK OF INDIA.
20. The tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for other works.
21. The quoted price shall be firm & no revisions are acceptable on the final price.
22. Scrap lots include hazardous waste, batteries etc. disposal of which extant guidelines of Ministry of Environment & Forest is to be strictly adhered to. **Prospective bidders of such lots of hazardous waste/scrap batteries/ e-waste should be in possession of registration, valid on the date of delivery, as recycler/ pre-processor agency, and provide all documentary evidence along with the signed tender document.**
23. Full payment, i.e. the residual amount after adjusting the bid security will be obtained from the successful bidder before releasing the goods.
24. In case the selected bidder does not show interest in lifting the goods, the bid security will be forfeited and other actions initiated including re-sale of the goods in question at the risk and at the cost of the defaulter, after obtaining legal advice.
25. Late bids i.e. bids received after the specified date and time of receipt will not to be considered.
26. Multiple bids from the same bidder are liable for rejection.
27. If the selected bidder fails to remit the sale value within 7 days from the date of issue of sale release order, then the EMD paid by bidder will be forfeited by him.

CHIEF MANAGER - GAD
REGIONAL OFFICE, HYDERABAD,
FIRST FLOOR, CENTRAL BANK OF INDIA PREMISES,
BANK STREET, KOTI, HYDERABAD – 500095

SCOPE OF WORK

Disposal of old and obsolete batteries kept in our Koti premises. The batteries are 480 in number, weighing approximately 44 kg each. Apart from this, some other battery items may be included for sale.

OTHER CONDITIONS TO BE COMPLIED WITH

TENDERER SHALL VISIT THE SITE ON 10.03.2022 AT 11:00 hrs.

Intending tenderer shall visit the site and make himself thoroughly acquainted with nature of items, requirements of the works, removal methods and facilities of transport condition,. The tenderer shall include in their tender for cost of carriage, Freight and other charges as also for any special difficulties including police restriction for transport etc. for proper execution of work as noted in the tender. The successful tenderer will not be entitled to any claim of commencement of the work or which in the opinion of Bank might be deemed to have been inferred to so exist before commencement of work.

CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the purpose of execution of the Work according to the intent and meaning of the Tender whether the same may or may not be particularly shown described therein provided that the same can reasonably be inferred there from. The Bank shall on no account be responsible for the expenses incurred by the contractor for any material or tool obtained from elsewhere.

TIME OF COMPLETION / EXTENSION OF TIME & PROGRESS CHART

The entire work is to be completed in all respects within the stipulated period of 7 days. The work shall be deemed to be commenced within 1 day from the date of acceptance letter or date of handing over of site, whichever is earlier. Time is the essence of contract and shall be strictly observed by the contractor.

EXTENSION OF TIME

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

NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

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

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

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

ACCESS

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

DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.,

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

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

COMPLETION SCHEDULE

The overall completion programme of the work will be 3 days.

OTHER RULES AND REGULATIONS

All E.S.I formalities or prescriptions under Workmen Compensation Act will be adhered to by the contractor. He will have to observe the regulations prescribed under the contracts Labor – Regulations & Abolition Act, 1970 and rules formed hereunder. The contractor shall not employ labor be-

low the age of 18 years and shall pay them not less than the wages paid for similar work on the fair wage. Fair wage men's wage whether for time of piece work as defined in the Minimum Wages Act.

CONTRACTOR EMPLOYEES

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

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

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

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

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

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

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

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b. The contractor shall not employ labor below the age of 18 years and shall pay them not less than the wages paid for similar work on the fair wage. Fair wage men's wage whether for time of piece work as defined in the Minimum Wages Act.

DISMISSAL OF WORKMEN

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

ARBITRATION

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

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

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

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

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

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

Subject to aforesaid the provisions of Arbitrator Act 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the regard to the matter hereby expressly agreed to be so referred to arbitration. Bank shall have appropriate right to take substantive measure through any court of law which have exclusive jurisdiction under Hyderabad Courts only.

LIQUIDATED DAMAGES

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

For contracts having time for completion	1.00% of the estimated amount shown in the Tender per week.
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6 months and less.	
The entry of the quantum of the maximum LD, the accrual of which entitles the Bank to conclude the contract would be as following:	
For contracts having Time for completion 6 months and less	10.0% of the accepted Contract Sum

SUSPENSION

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

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

INDEMNITY

The contractor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank.

COMPLIANCE WITH LAW

The contractor shall comply all enforceable law in India time-being enforced.

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

PRICING SHEET FOR BATTERIES

Description of Work	Item	Weight (indicative)* or at actual basis - A	Numbers available for sale - B	Rate per kg in Rs. (Exclusive of applicable GST) - C
Disposal/removal of old and obsolete batteries -	Batteries – UPS (150 AH 12V)	44kg per unit	480	
		TOTAL = A x B x C (in figures)		
		TOTAL (in word)		

***Price will be arrived at upon actual weight of battery/batteries.**

Place:

Date:

Signature of Contractor with seal