



सेन्ट्रल बैंक ऑफ़ इंडिया
Central Bank of India

CENTRAL TO YOU SINCE 1911

Tender Document

For

Consultancy for quality monitoring for the construction of building at Samta Nagar, Kandivali (E), Mumbai.

Name of the Tenderer: - _____

Tender no. CO/BSD/2022-23/008 dated 04.04.2022

Last Date of Submission: 15:00 hours on 25.04.2022

Date of Opening of Pre-Qualification/Technical bid: 15:30 hours on 25.04.2022.

Tender fee : Rs. 2,000.00

Earnest Money Deposit: Rs. 2,00,000.00 Drawn in favor of Central Bank of India,
Payable at Mumbai.

CENTRAL BANK OF INDIA,
Business Support Department,
Central Office, Chander Mukhi, Nariman Point,
Mumbai-400021



INDEX

PRE-QUALIFICATION BID NOTICE	1
BROAD SCOPE OF CONSULTANCY WORK	1
INSTRUCTIONS TO THE PQ BIDDER	5
GENERAL CONDITIONS OF CONTRACT	7
ARTICLE OF AGREEMENT	17
APPLICATION FORM	20
ANNEXURE A	
ANNEXURE B	
FINANCIAL BID	
PROFORMA FOR BANK A/c. DETAILS	

PREAMBLE

Central Bank of India is holding on lease a piece of land at Santa Nagar, Kandivali (E), Mumbai. The area is identified by MHADA and Government of Maharashtra for integrated redevelopment. The Societies has formed a Federation of the Societies and the Federation has appointed M/s S.D. Corporation as sole developer for the entire MHADA land at Kandivali (E), Mumbai. Bank is negotiating with the developer for the alternate land and building thereon. The developer has agreed for 230 residential flats of 861 sqft carpet area of each flat. All the flats are in one single building / complex. The entire cost of work will be borne by the developer. As the building will be constructed for Bank only, Bank desire to appoint a Project Management Consultancy to ensure that the quality of construction is to the desired mark.

PRE-QUALIFICATION BID NOTICE

Central Bank of India invites applications under “Two Bid System” on prescribed forms for the under noted works from reputed Project Management Consultancy firms / companies engaged in the field of supervision of construction of multi - storied building.

The bid documents are available on Bank’s website www.centralbankofindia.co.in

BROAD SCOPE OF PROJECT MANAGEMENT CONSULTANCY WORK

- (i) To monitor that the construction is as per the design and drawings approved by Bank and statutory bodies
- (ii) The structure is strong and as per the specifications issued by Bureau of Indian Standard
- (iii) The working drawings, structural design and services designs are appropriate and as per the specifications issued by BIS and National Building Code
- (iv) The material used is of good quality and the workmanship is good.
- (v) To monitor that the progress of work is as per approved schedule / PERT chart
- (vi) Ensuring that the building is complete in all respect and fit for occupation.
- (vii) The consultant shall submit monthly progress report undertaking periodic review that the project is on track
- (viii) Documenting the quality of work, monitoring the various test undertaken and informing if any deviations are reported / allowed
- (ix) Attending meetings with Central Bank of India Officials, wherever required, in respect to above work
- (x) Assisting Bank in taking over the completed building
- (xi) Final report on the construction work executed.

MINIMUM ELIGIBILITY CRITERIA

The Firm / Company must fulfil the following minimum criteria :-

1. The firm should be in the field of Project Management Consultancy for a period of minimum 10 years i.e. the year of establishment shall be 2011 or before. The owner / Principle partner of the firm must be civil / structural engineer.
2. The firm must have an office in Mumbai
3. The average fee per annum received from Project Management Consultancy for the last 3 years shall be minimum Rs. 15.00 lakh
4. The firm must have executed work for foreign / private / public sector banks or public/ private sector organisation
5. The firm should have satisfactorily completed project management consultancy for construction of high rise building having minimum 3 high rise buildings having minimum 12 floors during last 7.
5. The firms / agencies fulfilling the above criteria shall be called for making presentation before a Committee of Bank executives and the final selection of top applicants shall be made on the basis of presentation made the applicants for opening of the financial bids.

Interested applicants should submit their application as per enclosed Proforma & Annexure giving requisite details. All documents should be duly signed and stamped by an authorized signatory of the firm / company and all facts/figures should be supported by appropriate documentary evidence / certificates.

NOTE: The Pre-Qualifying (Technical) bid and Financial Bid should be put in separate envelopes super scribed as Technical bid and Financial bid respectively and sealed. The said two sealed envelopes shall be put in a third sealed envelope super scribing "Consultancy for quality monitoring for the construction of building at Samta Nagar, Kandivali (E), Mumbai" and deposited in the office of the Asst. General Manager, Business Support Department, Central Office, 16th floor, Chander Mukhi, Nariman Point, Mumbai - 400 021 by the prescribed date and time. The Financial Bid of only those who qualify in terms of eligibility criteria will be opened and the date of opening of financial bid shall be intimated to the bidders. Bids through post / email / fax will not be admitted.

The offer shall include the professional charges for all the project management consultancy services mentioned above and be submitted as financial bid in separate sealed cover. The other details such as registration, qualification, work done details, etc. shall be submitted in a separate cover as technical/PQ bid.

(Jagdish Poonia)
Asst. General Manager - BSD

INSTRUCTIONS TO THE PQ BIDDER

1. All PQ bid papers annexed along with the **Technical Bid'** document should be **serially numbered on** every page.
2. All pages of the technical bid document should be duly signed and stamped by the authorized signatory of the applicant. The PQ bid document should be submitted in original. Technical bid document not submitted in original will be rejected.
3. Tenders should be on the specified form (Non-transferable) which shall be either downloaded from our website www.centralbankofindia.co.in and submit the completed document along with necessary papers in prescribed proforma ***on or before 25.04.2022 by 15.00 hrs.*** to, Assistant General Manager-BSD, 16th Floor Chander Mukhi Building, Narmian Point, Mumbai. Tenders should be submitted super-scribed with the name of the work, date and time of opening on the envelope. The technical bids of tenders will be opened on same day **at 15.30 hrs** in the presence of bidders who choose to be present.
4. The Bank (Central Bank of India) does not bind itself to accept the lowest or any TENDER, and Central Bank of India reserves its right of accepting the whole or any part of the TENDER and the Bidder shall be bound to perform the same at the rate quoted.
5. Technical/PQ bid and the Financial bid should be placed in separate sealed envelope, super scribing Technical/PQ bid and Financial bid respectively thereon, The above said two sealed envelopes shall be put in a third sealed envelope super scribing " Bids for Structural Auditing work" and deposited in the tender box allotted for the purpose.
6. TENDER submitted shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work, validity beyond 120 days from the date of opening shall be by mutual consent.
7. The Bidder shall quote rates both in figures and words. On check if there are differences between the rates quoted by the Bidder in words and in figures, the rates in words will be considered as final.
8. Before quoting, the Bidder shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site and locality including installations of tools and plants (T&P) etc., conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Bank in any circumstances.
9. Except writing rates and amounts, the Bidder should not write any conditions or make any changes, additions, alterations and modifications in the printed form of Tenders. No conditional rebate will be accepted.
10. Bidder should attach required proofs (Photocopies) for the eligibility in support of works of similar nature, for a minimum value as indicated in Technical Bid should also

be submitted.

11. All tender paper annexed along with the “Bid” should be serially numbered on the top right hand corner of every page. All pages of the tender document should be duly signed and stamped by the authorized signatory of the applicant. The tender document should be submitted in original. Tender document not submitted in original will be treated as invalid and rejected. The applicant should submit complete set of documents in support of information furnished in the Bid document.
12. **“JVs/ Consortiums/ MOUs shall not be considered.”**
13. Canvassing in connection with the Tenders is prohibited and the Tenders submitted by the consultant who resorts to canvassing are liable for rejection.
14. The applicant should submit all requisite documents in support of information furnished in the Technical/PQ Bid document and should be attested by an authority competent to attest the documents. Failure to attach attested copies may lead to disqualification of the bidder.
15. Date of opening the Financial Bid shall be intimated later to the participating bidders.
16. Any bid sent through registered/ordinary post etc., should be avoided and may be considered as invalid and will be rejected. The envelopes should clearly reflect the applicant’s name, address and name of the work.
17. For any queries, further information, Sr. Manager Architect (phone no. 022 6638 7897, e-mail id – smarchco@centralbank.co.in) may be contacted.
18. For any grievances in the tender process, the issue may be taken up with Asst. General Manager – BSD, (e-mail id – agmarch@centralbank.co.in).
19. If the tenderer is not satisfied with the grievances redressed by Bank, the issue may be escalated to Independent External Monitors giving all details on following e-mails :-

Shri Trivikram Nath Tiwari – trivikramnt@yahoo.co.in

Shri Jagadip Narayan Singh – jagadipsingh@yahoo.com

GENERAL CONDITIONS OF CONTRACT

Definitions:

'The Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between Central Bank of India and the Consultant, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from by the Bank / Consultant from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them :-

1. Central Bank of India / Bank - Asst. General Manager - BSD, Central Bank Of India, Central, Chander Mukhi, Nariman Point, Mumbai - 400 021 and includes its representatives, successors and assigns.
2. 'Sanctioning Authority' means authority nominated to exercise power of approval, sanction and Acceptance concerning administrative, financial and technical aspects of transactions done on behalf of Central Bank of India.
3. 'Site Engineer' or 'Engineer' means an Engineer appointed by the Consultant as their representative to give instructions and supervise the work of the developer / contractors at site.
4. 'The Consultant or Consultants' means the firm or agency or individual engaged by the Bank to supervise the work. It shall also include their legal representative(s), successors or assigns.
5. 'Contract value' means the value of the entire work as stipulated in the work order
6. Conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
7. 'Tendered value' means the value of the entire work as stipulated in the work order.
8. 'Works' or 'work' means the permanent or temporary work(s)
9. 'The Site' means the premises, into or through which work is to be executed under the contract or any adjacent premises, which may be allotted or used for the purpose of carrying out the contract.
10. '**Specifications**' means the specifications agreed with the developer and any modifications thereof as may be furnished or approved by the Bank from time to time.

11. **'Local Controlling Authority'** means the Local Municipal Authority or any other appropriate statutory authority viz. MHADA, Town Planning Department, Town Development Authority, Town/City Improvement Trust, Electricity Board, Water and Sewerage Department, Civil Aviation Authority, High-rise Building Committee, Lift Inspectorate, Telephone Department, Pollution Control Board, Fire Board and any other authorities as the case may be according to whose rules and regulations a building within its jurisdiction is to be, designed and approval of the drawings to be obtained.
12. **'Month'** means calendar month.
13. **'Week'** means seven consecutive days beginning Monday.
14. **'Day'** means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

2.0 **Scope and performance**

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

3.0 **Work to be carried out**

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all Persons, Tools, Equipment and Transport which may be required proper supervision, monitoring and completion of the project.

4.0 **Sufficiency of Tender**

The Consultant shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

4.1 **Scope of Work**

- (i) To monitor that the construction is as per the design and drawings approved by Bank and statutory bodies
- (ii) The structure is strong and as per the specifications issued by Bureau of Indian Standard
- (iii) The working drawings, structural design and services designs are appropriate and as per the specifications issued by BIS and National Building Code
- (iv) The material used is of good quality and the workmanship is good.
- (v) To monitor that the progress of work is as per approved schedule / PERT chart
- (vi) Ensuring that the building is complete in all respect and fit for occupation.

- (vii) The consultant shall submit monthly progress report undertaking periodic review that the project is on track
- (viii) Documenting the quality of work, monitoring the various test undertaken and informing if any deviations are reported / allowed
- (ix) Attending meetings with Central Bank of India Officials, wherever required, in respect to above work
- (x) Assisting Bank in taking over the completed building
- (xi) Final report on the construction work executed.

LOCATION / ADDRESS OF SITE

Samta Nagar, Kandivali (E), Mumbai.

RATES FOR PAYMENT

1. The rates given in the BOQ tendered by the consultant/agency and as accepted by, Central Bank of India will form the basis of payment for such items under this contract.
2. No escalation on any account whatsoever, the compensation for force majeure etc. shall be payable under the contract.
3. Payment for the work done will be made to the consultant only when the formal agreement has been executed between the parties and as per the Payment schedule.

Payment schedule: Payment shall be made in stages as per the following schedule:

The payment shall be on monthly basis.

Discrepancies and Adjustment of Errors

- The several documents forming the contract are to be taken as mutually explanatory of one another
- Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Consultant from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Work Order

Within the validity period of the tender, the Bank shall issue a work order by registered post or otherwise dispatching at the address of the consultant as given in the tender to enter into a contract for execution of the work as per the terms of the tender.

The work order shall constitute a binding contract between the Bank and the Consultant.

Contract document

On receipt of work order from the Bank, the successful tenderer shall be bound to implement the contract and within seven days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The consultant shall be furnished, one certified copy of the contract documents

Language

The language in which the contract documents shall be drawn shall be English.

Security Deposit

The firm / agency shall deposit an amount of Rs. 2.0 lakh along with the tender for the due fulfilment of contract. The deposit of unsuccessful tenderers shall be returned after identification of consultant for award of work. The deposit of successful tenderer shall be returned on completion of contract and handing over the building to Bank.

Mobilisation Advance

No mobilization advance will be paid for this contract.

Escalation

No escalation and payment due to increase in prices / wages will be made to the consultant. The rates quoted by the consultant shall remain firm throughout till completion of the work and nothing extra beyond unit rates shall be paid on account of any reason whatsoever.

Assignment and subletting

The whole of work included in the contract shall be executed by the consultant and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Bank through the Engineer and no undertaking shall relieve the consultant from the responsibility of the consultant from active superintendence of the work during its progress.

The contract shall not be assigned or sublet without the written approval of the Bank / Consultant. And if the consultant shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or

indirectly, be given, promised or offered by the consultant, or any of his servants or agent to any public officer or person in the employment of Bank / Consultant or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Bank shall have power to adopt any of the courses specified under clause of "when contract can be determined" hereof as the Bank may deem best suited to the interest of Bank and in the event of any of these courses being adopted the consequences specified in the said Clause of shall ensure.

26. Consultant's superintendence

The consultant shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Bank / Consultant may consider necessary until the expiry of the defects liability period, stated hereto. The consultant shall depute necessary technical staff for supervision of work.

27. Quantities

The rates / amount shall remain valid for the entire duration of the project. The payment shall be made on monthly basis starting from the commencement of work at site till the completion of building in all respect and handing over the same to Bank.

28. Bill for payment

The consultant shall submit bill on monthly basis for the payment on completion of the month.

29. Work by other agencies

The Bank reserves the rights to appoint any other agency as may deem necessary in which case the consultant shall cooperate and coordinate with the other agency and provide necessary assistance and information necessary to carry out the work.

30. Work in shifts and holidays

For completing the work in time, the Consultant might be required to work in two or more shifts (including night shifts) or on Holidays. No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Consultant may have to pay extra amounts for any reason, to the staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Consultant with them.

31. Maintenance of Registers

The consultant shall maintain the necessary registers and documents pertaining to the work under supervision, like daily progress register, test register, drawings, benchmark measurements, etc. The record shall be accessible to the Bank and on

completion of the building such record shall be handed over to the Bank.

31. Commencement of Works

The date of commencement of the work will be reckoned as date of mobilisation of the plant, machinery, labour, etc. by the developer and commencement of work on site.

32. When Contract can be determined

Subject to other provisions contained in this clause, the Bank may, without prejudice to its any other rights or remedy against the consultant in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the cases.

33. Suspension of work

- i) The consultant shall, on receipt of the order in writing of the Bank (whose decision shall be final and binding on the consultant) suspend the progress of works or any part thereof for such time and in such manner as the Bank may consider necessary for any reasons.
- ii) The consultant shall, during such suspension, properly protect and secure the record and documents pertaining to the works to the extent necessary and carry out the instructions given in that behalf by the Bank.

34. Foreclosure of contract due to abandonment or reduction in scope of work

If at any time after acceptance of the tender, the Bank decides to abandon or reduce the scope of the work for any reason whatsoever and does not require the whole or any part of the works to be carried out, the Bank shall give notice in writing to that effect to the consultant and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

35. Cancellation of contract in full or part

If consultant:

- 1. at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Bank /Consultant; or
- 2. commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in

writing is given to him in that behalf by the Bank / Consultant; or

The Bank may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Bank, by a notice in writing, cancel the contract as a whole or only such items of work in default from the Contract.

On such cancellation the Bank has powers to take possession of the record and documents pertaining to the project thereon; and / or carry out the incomplete work by any means at the risk and cost of the consultant

On cancellation of the contract in full or in part, the Bank shall determine the amount, if any, is recoverable from the consultant for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Bank. In determining the amount, credit shall be given to the consultant for the value of the work executed by him up to the time of cancellation, the value of consultant's materials taken over and incorporated in the work and use of plant and machinery belonging to the consultant.

Any excess expenditure incurred or to be incurred by Bank in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Bank as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Bank in law be recovered from any moneys due to the consultant on any account, and if such moneys are not sufficient the consultant shall be called upon in writing and shall be liable to pay the same within 30 days. If the consultant shall fail to pay the required sum within the aforesaid period of 30 days, the Bank shall have the right to recover in accordance with the provisions of the contract.

36. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of the or relating to the contract, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completing or abandonment thereof shall be dealt with as mentioned hereinafter :-

1. If the consultant considers any work demanded of him to be outside the requirements of the contract, record or decision given in writing by the Bank, any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 7 days request the Bank in writing for written instruction or decision. Thereupon, the Bank shall give his written instruction or decision within a period of one week from the receipt of the consultant's letter.

2. If the Bank fails to give his instructions or decision in writing within the aforesaid period or if the consultant is dissatisfied with the instructions or decision of the Bank, the consultant may within 30 days of the receipt of Bank's decision, give notice to the Bank for appointment of a sole arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator. For the purpose of appointing the sole arbitrator referred to above, the Bank will send within thirty days of receipt by him the written notice aforesaid to the consultant a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.
3. The consultant shall, on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his / her name to the Bank within thirty days of receipt by him of the names. The Bank shall thereupon without any delay appoint the said person as the sole arbitrator. If the consultant fails to communicate such selection as provided above within the period specified, the Bank shall make the selection and appoint the selected person as the sole arbitrator. If the Bank fails to send to the consultant the panel of three names as aforesaid within the period specified, the Consultant shall send to Bank a panel of three names of three persons who shall be unconnected with either party. The Bank shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his / her name to the consultant within thirty days of receipt by him of the names.
4. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed as aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
5. The work under the contract shall however continue during the arbitration proceedings and no payment payable to the consultant relating to the disputed items shall be withheld on account of such proceedings.
6. The arbitrator from time to time with the consent of the parties enlarges the time for making and publishing the award.
7. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with terms of the contract and give a reasoned award.
8. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Bank of the appeal.

9. It is also a term of this contract that no person other than a person appointed by such Bank, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
10. It is also a term of this contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 60 days of receiving the intimation from the Bank that the final bill is ready for payment, the claim of the consultant shall be deemed to have been waived and absolutely barred and the Bank shall be discharged and released of all liabilities under the contract in respect of these claims. Further it is agreed that for the purpose of this clause such notice is deemed to have been received by the consultant within two days of posting of the letter by Bank or delivered by hand immediately after receipt thereof by the consultant whichever is earlier. Further a letter signed by the officials of Bank that the letter was posted to the consultant shall be conclusive.
11. The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
12. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.50,000/-, the arbitrator shall give reasons for the award.
13. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
14. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statements of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and 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) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
15. The award of the arbitrator shall be final and binding on both parties.

37. Force Majeure

Neither consultant nor Bank shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics,

accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

As soon as the cause of force majeure has been removed, the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

From the date of occurrence of a case of force majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more, the two parties shall mutually decide regarding the future execution of this contract.

Peaceful handing over of the premises

It shall be the responsibility of the consultant to see that the record and document pertaining to the work is not accessible to anybody unauthorized during or after execution of work and is handed over to the Bank.

Articles of Agreement

AGREEMENT WITH THE PROJECT CONSULTANT

THIS Agreement is entered into at Mumbai on this.....day of.....Two thousand between Central Bank Of India a body corporate, constituted under the provisions of Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970 having its head office at Chander Mukhi, Nariman Point, Mumbai - 400 021 (hereinafter called the "Bank" which expressions shall, unless it be repugnant to the context or meaning thereof, includes its successors and assign)) **OF THE ONE PART** and Shri Indian habitant carrying on business as proprietorship concern, with himself as sole proprietor, under the firm name M/s having its head office at (hereinafter referred to as "**Consultant**" which expressions shall, unless it be repugnant to the context or meaning thereof, includes his heir, executors, and administrators) **OF THE OTHER PART.**

WHEREAS the Bank has entered an agreement to join the redevelopment of its property at Santa Nagar, Kandivali (E), Mumbai and M/s S.D. Corporation is developer who shall construct a building exclusively for the Bank at the above property (hereinafter called "the Project") and WHEREAS the Bank has approved the appointment of the Consultants as "Project Management Consultant" for the purpose of the quality control of proposed building. NOW THIS DEED WITNESSETH and the parties hereto hereby agree as follows:

1. The Bank agrees to pay to the consultant as fees for the Professional Services to be rendered by the Consultants in relation to the said project particularly for the services hereinafter mentioned a fee of Rs. per month + applicable taxes (GST)
- 2.0 Duties / Functions of Consultant :-
 - 2.1 To monitor that the construction is as per the design and drawings approved by Bank and statutory bodies
 - 2.2 The structure is strong and as per the specifications issued by Bureau of Indian Standard
 - 2.3 The working drawings, structural design and services designs are appropriate and as per the specifications issued by BIS and National Building Code

- 2.4 The material used is of good quality and the workmanship is good.
 - 2.5 To monitor that the progress of work is as per approved schedule / PERT chart
 - 2.6 Ensuring that the building is complete in all respect and fit for occupation.
 - 2.7 The consultant shall submit monthly progress report undertaking periodic review that the project is on track
 - 2.8 Documenting the quality of work, monitoring the various test undertaken and informing if any deviations are reported / allowed
 - 2.9 Attending meetings with Central Bank of India Officials, wherever required, in respect to above work
 - 2.10 Assisting Bank in taking over the completed building
 - 2.11 Final report on the construction work executed.
- 3 The Consultants shall engage qualified and competent/ reputed Structural, Electrical, Water Supply & Plumbing and Air-conditioning Consultants as required to assist them in monitoring the quality of construction. The fees payable to these Consultants shall be borne by the Project Management Consultant out of the fees received by them. The latter shall be however fully responsible for the soundness of the works of such Consultants and shall also co-ordinate the activities of various Consultants.
- 4 In case where the Consultants perform partial services for any reason, including the abandonment, deferment, substitution or omission of any project and/ or works, or part thereof, and if the services of the Consultants are terminated, the charges will be payable till the date of termination.
- 5 In case it is established that due to fault of the Consultant the Bank has to suffer necessary recovery may be effected from the Consultants fee as per provision of section 73 of Indian Contract Act 1872 and under section 30 of Architects Act 1972 (Central Act No.20 of 1972), besides Bank's right to proceed against the Consultant for recovery of the extra amount incurred by the Bank. The Consultant's liability may be however limited to 10 per cent of the fees paid to him.
- 6 In the event of any dispute, difference or question arising out of or touching or concerning this agreement or the execution of the project, the same shall be referred, at the option of the Bank and Consultant, to the arbitration of a sole Arbitrator mutually agreed upon, and in default of such agreement both the parties shall appoint one arbitrator each and both the arbitrators shall appoint presiding arbitrator-(umpire). All the arbitrators shall be the Fellows of the Indian Institute of Architects or the Institution of Engineers (India). The said arbitration proceeding shall be under the provision of the Indian Arbitration and Conciliation Act, 1996 together with any statutory modifications thereof. The award of the arbitrator (s) or umpire, as the case may be, shall be final and binding upon the parties.
- 7 This agreement can be terminated by either party on giving 3 months' notice normally. However, in exigent circumstances, the services of the Consultant can be terminated by giving notice of lesser period.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

Signed, and delivered by Central Bank of For India by the hands of
Shri _____ its _____ and
constituted attorney in the presence of :

1. _____

2. _____

Signed and delivered by the hands of
Mr./Ms.....Proprietor/..... and Authorised Signatory of
M/s
presence of :

1. _____

2. _____

APPLICATION FORM

I / We am / are desirous of participating in the PQ bid for the work of Consultancy for quality monitoring for the construction of building at Samta Nagar, Kandivali (E), Mumbai, as detailed under scope of work, and hereby apply for the same. I/we give the following details for your consideration :-

Sr. no	Item	Information to be filled in by applicant
1	Name of the consultancy firm	
2	Full address	
3	Telephone number/s	
4	Mobile number of contact person	
5	e-mail address	
6	Constitution of the firm like sole proprietor / partnership / Pvt. Ltd / Public Limited / Government (PSU)	
7	Month and year in which the firm was formed / established	
8	Number of years in Project Management Consultancy	
9	Has the applicant, or any of the partner / director has been blacklisted by any government / semi government / PSU organisation	
10	Annual turnover for last 3 year	1. 2. 3.
11.	Fee received from Project Management Consultancy projects during the last 3 years	1. 2. 3.

Sr. no	Item	Information to be filled in by applicant
11	Project Management Consultancy for projects costing more than Rs. 50.0 crore completed during last 5 years (Annexure I)	
12	Present Project Management Consultancy for projects costing more than Rs. 50.0 crore (Annexure II)	

Signature & Seal of applicant

Place

Date

DECLARATION

I/We agree to notify the **Central Bank of India, Business Support Department, Central Office, Mumbai**, accepting this application, of any changes in the foregoing particulars as and when they occur and to verify and confirm these.

I / We understand and agree that the competent authority of **Central Bank of India, Business Support Department, Central Office, Mumbai**, has the right as he may decide, not to issue PQ/Technical bid form in any particular case and also to suspend, remove or blacklist my / our name from **Central Bank of India , Business Support Department, Central Office, Mumbai**, list of Consultants in the event of my / our submitting non bonafide PQ/Technical bids, or for technical or other delinquency in regard to which the decision of competent authority of Central Bank of India, Business Support Department, Central Office, Mumbai, shall be final and conclusive.

I / We certify that the particulars furnished in the enrolment forms are correct and that should it be found that I/We have given a false certificate or that if I / We fail to notify the fact of my/ our subsequent amalgamation with another Consultant or firm, the **Central Bank of India, Business Support Department, Central Office, Mumbai**, may remove my / our name from the list of Consultants and any contract that I/We may be holding at the time may be rescinded.

PLACE

DATE:

SIGNATURE & SEAL OF APPLICANT

Annexure A

**LIST OF ALL PROJECT MANAGEMENT CONSULTANCY WORKS
COMPLETED DURING LAST SEVEN YEARS**

Sr. no	Details or work done with name, address, contact details of client	Value of work as per final bill (in Rs. Crore)	Date of commen- cement	Date of completion	Penalty if any
1					
2					
3					

NOTE: *To enable us to process your application, please ensure that complete present Postal Address including Pin Code and latest Telephone Numbers / Fax Numbers / E-mail Address etc. are furnished under Column Nos. 3 & 4 above and "Completion Certificate/Work Orders" from client / owner for each work listed above has been enclosed, bearing above details.*

Please enclose the satisfactory completion certificates issued by the clients informed in the above

SIGNATURE & SEAL OF CONSULTANT

Annexure B

ANNUAL TURNOVER FOR THE LAST THREE YEARS

Sl. No.	Financial Year	Total contract amount	IT Certificate enclosed	Audited Balance sheet copy	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.					
2.					
3.					

SIGNATURE & SEAL OF APPLICANT

PART II (Financial Bid) (To be submitted in Separate Envelope)

Name of the Work : Consultancy for quality monitoring for the construction of building at Santa Nagar, Kandivali (E), Mumbai. **The approximate construction period is 5 years.**

Amount per month - Rs.

Amount in Words:

Taxes

Total amount per month

Place:

Date:

Signature & Seal of the Tenderer

Bank details for refund of earnest money :-

1. Name of the account
2. Account number
3. Bank
4. Branch
5. IFSC Code

