



निविदा प्रपत्र

सेंट्रल बैंक ऑफ इंडिया आंचलिक कार्यालय, पुणे

अपने मार्केट यार्ड पुणे स्थित भूखंड पर भवन का निर्माण करने हेतु प्रतिष्ठित

प्रोजेक्ट मैनेजमेंट कंसल्टेंट से निविदा आमंत्रित करता है

निविदाकार का नाम : - _____

निविदा प्रस्तुत करने की अंतिम तिथि: 22/11/2022 दोपहर 03:00 बजे तक

निविदा खोलने की तिथि) केवल प्रि-क्वालीफिकेशन/टेकनिकल निविदा: 22/11/2022 दोपहर 03:30 बजे

निविदा शुल्क: डिमांड ड्राफ्ट के रूप में ₹2,000.00 (₹ दो हजार मात्र (अप्रतिदेय)

बयाना जमा राशि: डिमांड ड्राफ्ट के रूप में ₹20,000.00 (₹ बिस हजार मात्र)

आय ई एम का विवरण:-

1) श्री. त्रिविक्रम नाथ तिवारी

2) श्री. जगदीप नारायण सिंह

ईमेल :- trivikramnt@yahoo.co.in

ईमेल :- jagadipsingh@yahoo.com

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

प्रस्ताव के लिए अनुरोध/REQUEST FOR PROPOSAL (RFP)

भाग/PART-ए/आ

TECHNICAL BID /तकनीकी बोली

Appointment of Project Management Consultant for Construction of proposed office building at Bank's plot no 639 to 641 at Market yard, Pune

RFQ REFERENCE: - ZO/ PUNE/BSD/ 2022-23/171

(Pre Bid Meeting-09-11-2022)

NOTICE OF INVITATION OF TECHNO COMMERCIAL PROPOSALS FOR ENGAGING PROJECT MANAGEMENT CONSULTANT (PMC).

Central Bank of India, Pune Zonal Office invites Expression of Interest (EOI) from experienced and eligible PMC Firms/Individual for participating in the **Techno-Commercial** Competition for selection and engagement of Project Management Consultant to render "Post-design Stage/Construction Stage" Services for the Project of "Construction of proposed office building at Bank's plot no 639 to 641 at Market yard, Pune."

The prequalification/eligibility criteria, the services to be rendered, terms and conditions of appointment and prescribed formats for submission of application can be downloaded from the Bank's website www.centralbankofindia.co.in under tenders from **01/11/2022**

Interested Firms/Individuals complying with prescribed eligibility criteria should ensure submission of their applications in the prescribed format with supporting documents at this office latest **by 3.00 pm on 22/11/2022**. Applications received after due date and time will not be entertained. The Bank reserves its rights to accept any or to reject all the applications without assigning reasons therefor and we shall entertain no correspondence.

**ASST.GENERAL MANAGER
BUSINESS SUPPORT**

Pune Zonal Office, 317, MG Road, Camp, Pune -411001.

RFQ REFERENCE: - ZO/ PUNE/BSO/ 2022-23/171

**NOTICE OF INVITATION OF TECHNO COMMERCIAL PROPOSALS FOR ENGAGING
PROJECT MANGEMENT CONSULTANT**

EOI SUBMITTED BY:

प्रस्तुतकर्ता/SUBMITTED:Y :
कंसल्टेंसी फर्म/NAME OF CONSULTANCY. :
पता/ADDRESS :
जीएसटी विवरण/GST DETAILS :

NOTICE INVITING EOI

Central Bank of India, Pune Zonal Office invites Expression of Interest (EOI) from experienced and eligible Firms/Individual for participating in the **Techno-Commercial** Competition for selection and engagement of Project Management Consultant to render "Post-design Stage/Construction Stage" Services for the Project of "Construction of proposed office building at Bank's plot no 639 to 641 at Market yard, Pune."

विज्ञापन की दिनांक/ Date" of Advertisement	01/11/2022
प्रस्तुत करने की अंतिम दिनांक / Last Date of Submission	22/11/2022. by 15:00Hrs
बोली पूर्व मीटिंग Pre Bid Meeting	09/11/2022 by 12:00Hrs
खुलने की दिनांक Opening Date	तकनीकी बोली/Technical Bid: 22/11/2022@ 15:30 Hrs वित्तीय बोली: तकनीक रूप से अहर्ता प्राप्त ठेकेदार को सूचित किया जाएगा/ Financial Bid: To be Intimated to technically qualified Consultants.
कार्य अवधि/Time Period of Work	कार्य आदेश प्रदान करने की दिनांक से 80 हफ्ते 80 weeks from award of Work Order
बयाना जमा राशि/Earnest Money Deposit	₹20,000 (₹ Twenty Thousand Only) DD In favour of Central Bank of India, Payable at Pune.
निविदा दस्तावेज का मूल्य/Cost of Tender Document (गैर वापस (योग्य/ Non-Refundable)	₹2000.00 (सेन्ट्रल बैंक ऑफ़ इंडिया के पक्ष में मांग ड्राफ्ट जो मुंबई पर देय हो/ DD In favour of Central Bank of India, Payable at Pune
खुलने की दिनांक से निविदा की वैधता/ The validity of Tender from opening of Financial Bid.	120 दिन/ days.
प्रस्तुत किए जाने वाले दस्तावेज/ Documents to be provided	निविदा आमंत्रण सूचना के अनुसार/ As per Notice Inviting Tender.

Independent External Monitor(IEM)	1) श्री. त्रिविक्रम नाथ तिवारी ईमेल :- trivikramnt@yahoo.co.in 2) श्री . जगदीप नारायण सिंह ईमेल :- jagadipsingh@yahoo.com
Email for Correspondence	archpunezo@centralbank.co.in gadpunezo@centralbank.co.in
संपर्क व्यक्ति का नाम / Contact person name	Mrs. Priti Deshmukh – Zonal Architect.- (020) 26131611-14 (ext 124)

1. Conditional proposals are liable for disqualification.
2. The Bank reserves its rights to accept or reject any or all the tenders, either in whole or in part assigning no reason (s) therefor, and we shall entertain no correspondence.
3. Tenders received without Tender Processing Fee shall be summarily disqualified.
4. In case it declares the date of opening of tenders as a holiday, we will open the tenders on the next working day at the same time.
5. **For any clarifications please contact the office of the Asst. General Manager, Central Bank of India, Zonal Office, Pune.**

Interested Firms/Individuals fulfilling prescribed eligibility criteria are invited and requested to ensure submission of their Techno-Commercial Proposals in the prescribed format with supporting documents to:

**ASST.GENERAL MANAGER
CENTRAL BANK OF INDIA
BUSINESS SUPPORT DEPARTMENT
317, MG ROAD, CAMP, PUNE -411001**

We advise the applicants to submit the complete set of documents in the properly spiral bounded form. The applications received in loose sheets shall be summarily disqualified.

**ASST.GENERAL MANAGER
BUSINESS SUPPORT**

1. Disclaimer

- 1.1. The information in this EOI document or information provided subsequently to Bidder (s) whether verbally or in documentary form/email by or on behalf of Central Bank of India, is subject to the terms and conditions set out in this EOI document.
- 1.2. This EOI is not an offer by Bank, but an invitation to receive responses from the eligible Bidders. No contractual obligation shall arise from the EOI process unless a formal contract is signed and executed by duly allowed official (s) of Central Bank of India with the selected Bidder.
- 1.3. This EOI provides the Bidder (s) with information to assist the preparation of their Bid proposals. This EOI does not contain all the information each Bidder may require. Each Bidder should conduct its investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI and where necessary get independent advice/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI.
- 1.4. Central Bank of India, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained or deemed to form or arising for participation in this bidding process.
- 1.5. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from a reliance of any Bidder upon the statements in this EOI.
- 1.6. This EOI does not imply that Central Bank of India is bound to select a Bidder for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids, assigning no reason.
- 1.7. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a bid not substantially responsive to the bidding document will be at the Bidder's risk and may cause rejection of the Bid.

INSTRUCTIONS TO PERSPECTIVE CONSULTANTS

SCOPE OF PROJECT MANGEMENT CONSULTANT

The Scope under Project Management Consultant Services shall include, Inter Alia the following:

- a) The scope of work shall include supervision of construction of works in the field of Civil, electrical, air-conditioning, lifts, sanitary, water supply, fire protection, roads, site developments etc constituting the project, unless otherwise specified.
- b) Complete day to day supervision of contractual buildings and engineering services in and for the same along with land development works, ensuring quality control in accordance with tender specifications, drawings and site conditions. Quality control will be exercised at all stages of construction viz. approval of materials, usage thereof in proper proportions as per specifications and workmanship at all stages of execution of individual items of work.
- c) Prepare a master CPM/PERT network chart for monitoring and controlling the work progress based on charts of various contractors for their respective works. PMC shall keep constant check on the progress of various activities and co-ordinate with various agencies to get the project completed on time and within the approved/budgeted costs. in the event of any deviation, these charts to be updated in consultation with the Project Architect, Bank's Architect, contractor and the revised details should be submitted to the bank for approval. PMC will also suggest suitable remedial actions to be taken to clear bottlenecks/delays/less of progress etc. progressively and promptly, in consultation with the Project Architect and Bank's Architect.
- d) Ensure proper establishment of field laboratories on site and off site by contractors to conduct laboratory tests on materials for construction such as cement, steel, bricks, concrete etc. and other tests mentioned in the tender for construction work approved by Bank. Ensure that essential gauges, instruments, and calibration of measuring devices are in order whether for testing or for measurement during work.
- e) The PMC shall maintain necessary site records and obtain data in support of the same. PMC shall ensure field and laboratory tests through the contractor/s on materials of construction as well as on partially or completed erected structures etc. if and as necessary or otherwise required by Bank and maintain adequate records thereof.
- f) Ensure compliance by Contractor of all Labour Laws and relevant Statutory Acts including labour license, minimum wages act, etc.
- g) Arrange periodical/weekly/monthly site meetings as required with contractors, Architects, other concerned consultants/agencies involved in the work, with due intimation to the Bank for preparing co-ordinated work programmes, review and monitor the progress, attesting the quality of materials and workmanship and removing

deficiencies in physical progress of works; and to plan for activities in forthcoming week/month and record minutes of such meetings. The PMC shall also submit a fortnightly progress report to the Bank regarding overall progress of the work as per the approved format (as per mutually agreed format.)

- h) Ensure close co-ordination with the Architect, contractor/s, structural consultants, service consultants and all other agencies connected with the project including local bodies and statutory authorities. To also ensure various approvals from municipal corporations, fire departments, electricity board/electrical inspectorate etc. so as to complete the works with all service connection.
- i) Record measurements of work jointly with the contractor and verify contractors' periodic or stage wise bills for the work done and materials/plants/mobilisation advance, if any, etc. The certification of all the bills after such verification shall be done by the authorised Engineer of the PMC. Certification for measured bills may be scrutinised by Engineers of Project Architect/Bank.
- j) Suggest modifications, if any, in any item of the tender due to site conditions and advise reasoned justifications of cost variations on account of extra items and excess, supported by proper analysis to the bank through the Project Architect.
- k) Attend to the inspection ,carried out by the Statutory authorities, Electrical Inspectorate in case of electrical, Lift,DG set Etc. Government Authorities, Bank and agencies like Chief Technical Examiner(CTE) of Central Vigilance Commission (CVC),New Delhi and any other authorities connected with any of the works involved in the Project and ensure removal of deficiencies pointed out by the inspecting agency during inspection and assist the Bank in replying to their observations/remarks from time to time till the matters are finally cleared and settled. Project Architect/ Service consultants as the case may be should be also consulting in such cases while forming such reply.
- l) Effect verification of work on virtual completion as well as actual completion of the project and recommend issue of completion certificates therefor. For the sake of clarity it is expressly agreed that verification for this purpose means and includes taking and recording of measurements jointly with the Contractor subject to Check/test Check by Project Architect/Bank, Verification of the final bill to be submitted by the contractors, as per the terms and conditions of contract/agreements and certification of the same.
- m) Advice Bank with Regard to Extra claims or disputes/arbitration cases between bank and the contractor/s, if any and assist bank in case of any dispute till the cases are resolved either by mutual negotiation or through Arbitration or Court as the case may b be.
- n) Collect and deliver to Bank any specific written warranty/s or guarantee/s given by specialist firms/others, including all required trade contractors, insurance

Policies, Performance guarantees and warranties as mentioned in the respective contract agreements.

- o) Effect complete administration and management of construction/supply and installation, pertaining to the project contract till expiry of the Defect Liability Period (DLP) as indicated in contract agreement and payment of final dues to the contractors.

Terms of Payment:-

95% payment against progressive bills after 15days of payment of the respective bills to the contractors.

Remaining 5% after settlement of final bills of different contractors after completion of their scope of work

Penalty clause:-

If any delay in execution is attributed to the fault of the PMC, Bank shall be entitled to recover damages at the rate of 0.5% of the total fees per week of delay and part thereof limited to maximum of 10%

This penalty is independent of the security deposit.

Security Deposit and Performance Bond

1. Security Deposit of 5% shall be deducted from every running payment which will be released against suitable Bank Guarantee.
2. On completion of the project, the Bank Guarantee against Security Deposit will be converted into Performance Bond to be valid for 12 months from the date of virtual completion of last contract
3. If during the period of contract, it is established to the satisfaction of Bank that certain risk of damage or loss has occurred due to defective supervision of work, the PMC shall not be entitles for fees for execution of such affected parts of the work, cost of which will be worked out by the Bank and the PMC.

1. EOI documents

1.1 The work has to be carried out strictly according to the conditions stipulated in the tender comprising the following documents and the most employees like manner.

- Instructions to Prospective PMC.
- General conditions of Contract
- Priced bid "A"

1.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below;

- Price Bid
- Addendum (if any)
- General conditions of contract
- Instructions to Prospective Consultants

1.3 The tender documents are not transferable.

2. Site Visit:

We advise the applicant Consultants to get all necessary information to take part in this EOI at their own responsibility and cost before entering a contract for the project. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

3. The signing of contract documents:

- The selected Consultants shall be bound to agree on the prescribed format, within 15 days from receipt of intimation of acceptance of their proposal by the Bank. However, the written acceptance of the offer from Bank will make up a binding agreement between the Bank and successful Consultants if such formal agreement is subsequently entered.

4. Completion Period:

- Time is the essence of the contract. The Project has to be completed in all respect accordance with the terms of the contract within 80 weeks from commencement of work.

5. The validity of Price Bid:

- Techno-Commercial Proposals shall remain valid and open for acceptance for 120 days from opening price bid. If the tenderer withdraws their offer during the validity period or makes modifications in their original offer, their Techno-Commercial

Proposal shall be summarily disqualified without notice and no correspondence shall be entertained.

6. Price Bid shall be opened only of those shortlisted PMC who will take part in the proposed presentation, proving their technical competency and capability in Handling similar project for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept./PSU/Public sector Banks/Public limited (Listed) Company.
7. All the Applicants shall be bound to accept and sign the "Integrity Pact" as per attached "Annexure J". The Application/EOI of the PMC not submitting the Integrity Pact as per prescribed format shall be summarily disqualified, and we shall entertain no correspondence.
8. Joint Venture / Consortium shall not be allowed and Prospective Consultants should meet the mentioned Eligibility criteria themselves.

GENERAL CONDITIONS OF CONTRACT

1. Definitions: -

- 1.1. "Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between Central Bank of India (client) and the Consultant, together with the documents referred including these conditions and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.2. In the contract, the following expressions shall, unless the context otherwise requires, have the meaning respectively assigned to them.
- 1.3. 'Bank' shall mean Central Bank of India having its Zonal Office, First Floor, 317, M G Road, Camp, Pune- 411 001 and includes the client's representatives, successors and assigns.
- 1.4. 'The Consultant' shall mean the individual or firm or company selected and engaged for undertaking the project as Consultant and shall include a legal personal representative of the individual or the composing the firm or company and the permitted assignees of individual or firms of company.

The estimated project cost is ₹ 600.00 Lakhs (Approx) + Taxes.

1. Eligibility criteria:

- 1.1. Minimum 10 years' experience as a PMC as on 31.03.2022. The experience should include but not limited to all consultancy services for buildings such as architectural, structural engineering, Interior and Furnishing and all internal and external services such as electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, fire fighting/horticulture, EPABX / Networking, gymnasium, parking, rainwater harvesting, sewage treatment plant, recycling of wastewater etc.
- 1.2. The consultant should have rendered satisfactory professional services as a Project Management Consultant of similar construction projects, from inception to completion stage for:
 - I. **At least one** similar project of minimum cost **₹480 Lakh** each or **two similar** projects of minimum **₹300.00 Lakh** each or **three similar** projects of minimum **₹240.00 Lakh** each during last 5 years ending on 31.03.2022. These building projects should be office/commercial/ institutional building projects. Experience of having dealt with basement structures would be preferred.

- II. At least two similar projects handled for public sector organization / Public Sector Bank / Government Department having a project cost of **₹ 600.00 Lakh** or more within last 7 years ending on 31.03.2022.
- III. "Similar Work" under this clause means Supervision of Construction/Execution of office/commercial/ institutional buildings including Civil, Plumbing, Sanitary, Interior & Furnishing, Fire Fighting and Electrical Installation work for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks/Public limited (Listed) Company during the last 5 years".
- IV. The consultant should preferably have a full-fledged office or ready to establish an office in Pune and should have the adequate number of qualified Architects, Engineers and other personnel on the payroll/establishment of the company and should also have tie-up arrangements with reputed registered and licensed services consultant, firms, Electrical Consultants, Air-conditioning consultant, etc.
- V. The average annual turnover of the PMC by professional Fee in the last three years ending on 31.03.2022 shall not be less **₹10 Lakh**
- VI. The firms/individuals satisfying the prescribed eligibility criteria shall only become eligible to bid the assignment. Clear supporting evidence like photographs, certificates, documents etc. should be submitted with the bid.
- VII. However, merely fulfilling the prescribed eligibility criteria shall not entitle the applicant for short-listing and invitation for participation in the proposed Techno-commercial competition for the project. The short-listing, and final selection of PMC for the project, shall be subject to independent verification of credentials, an inspection of project sites, calling confidential reports from the present/previous employers, etc.

2. Tender Processing Fee:

The applicant Consultants are required to Pay Processing Fee of **₹2,000/- (₹ Two Thousand Only)** payable by Banker's Cheque/Demand Draft in favor of Central Bank of India payable at Pune Only.

3. Submission of bids:

4.1 The Proposal shall be submitted as under:

- a. **Technical Bid (Envelope- A)** comprising this tender document with all annexures duly filled in along with copies of the authentic supporting documents.
- b. **Financial Bid (Envelope-B)** containing Price Bid in the prescribed format duly typed on the Letter Head of applicant firm and signed by the allowed signatory.
- c. Both Envelope A and Envelope B should be sealed in Envelopes 'C' superscribing on top "Techno-Commercial Proposal for Project Management Consultancy Services for **Construction of proposed office building at Bank's plot no 639 to 641 at Market yard, Pune.**

4.2 **The sealed bids must submitted in the office of the Asst.General Manager, Central Bank of India, Zonal Office,317, M.G. Road, Camp, Pune -411001 from 10:00 am to 5:00 pm on all working days till last day of submission and on last day i.e. on 22/11/2022 upto 3.00 pm**

4. The certified/self-attested copies of the supporting documents mentioned in above formats shall be furnished along with the technical bid.
5. All Annexures shall be duly signed by the firm with a stamp on each page.

6. Evaluation of Proposals for short-listing:

- a) **The Envelope - A** containing Technical Bid along with proof of payment of prescribed Tender Processing Fee of all the Consultants will be first opened by the allowed committee and tested on the various eligibility criteria and other marking matrix parameters as per "**ANNEXURE B**".
- b) The Bids will be initially tested for the eligibility based on the documents submitted to support eligibility criteria specified hereinbefore and bidders fulfilling the various criteria shall be shortlisted.
- c) Maximum 4 to 5 Firms/Individuals scoring highest marks on the prescribed parameters and marking matrix shall be shortlisted by the Committee.
- d) The Bank may consider inspecting the projects and calling for confidential reports from their clients before short-listing and inviting for Techno-commercial competition for the project.
- e) The decision of Bank in short listing of PMC invited for Techno-commercial

competition shall be final and binding, and no correspondence shall be entertained.

- f) All the shortlisted Bidder who will be invited for making a presentation of their Technical Competence and capability in rendering satisfactory professional services in 3 or more similar highest value projects preferably for PSU / Banks / Govt Organisations/Department handled by them as PMC and successfully and timely got executed from scratch i.e. preliminary site survey and design to handing over of the building including getting occupation certificate from local authorities
- g) The PMC is advised to incorporate actual photographs of the relevant project site showing progress/status of the project, including quality of construction monitored during various stages. They should also present a clear view of their scope of services for different sites, including proof of various records maintained by them at the site.
- h) A committee will test the proposal and the presentation of the proposed approach, method and technical capabilities of the bidders and shortlist the bidders as per the laid down criteria. The decision of the Committee shall be final and binding on the Bidders.
- i) The Price/Commercial Bid of only those PMC shall be opened who will take part in the Technical Presentation.
- j) The Technical Bid and Commercial Bid will have a weight age of 70 and 30 marks, respectively.

7. Techno-Commercial Competition:

- a) Bidders shortlisted for participating in Techno-Commercial competition will have to present their best-executed project along with drawings/plans/visuals/3D Views etc. to the committee on the date to be advised by Bank separately.
- b) Each bidder will be given about 20 to 30 minutes for making a presentation. After the presentation, the committee members will interact with the bidder to understand the presentation.
- c) The exact timing of the start of time slot shall be intimated to bidders separately.

8. Based on the Technical presentation of design and features of the similar projects

handled by the PMC ,their capability and capacity shall be judged and rated by the competent committee of Bank on various Parameters and marking matrix as per **ANNEXURE - B** for the purpose

9. Financial bid

The perspective PMC is required to submit their price bid in the specified format (Annexure I) in separate sealed Envelope earmarked as "Envelope B.

- a) The Price/Commercial Bid of only to those PMC shall be opened who will take part in the Technical Design Presentation against Specific Invitation from Bank.
- b) The Price Bid of remaining applicants who not qualify/shortlisted for the presentation shall be returned unopened by the registered post.
- c) The Price Bid shall be opened only after successful completion of the Technical Design Presentation and its Evaluation by the Competent Committee.

10. Professional Fee:

While quoting the professional fee for the project, the applicants PMC are as advised to consider:

- I. The total professional Fee can be quoted by the perspective PMC within following limits: -

Upper cap (maximum fee) @ 3.0% of the Actual project cost
Lower cap (Minimum fee) @ 1.00% of the Actual project cost
- II. No professional fee shall be payable to the perspective PMC for the bought- out items which are directly bought by the Bank

11. Award of Contract:

- a) The firm which gets the highest marks (got in a technical and commercial bid put together) will be decided as the prospective bidder for further decision on awarding of the contract.
- b) Bank may reject any/all the bids received assigning no reason.

- c) The validity period of bid: 120 days shall be the validity period of the bid from opening of Financial Bid.
12. On award of the contract, the Firm will be expected to take up/start the assignment within 15 days.
13. If performing the PMC at any stage of the project is not found satisfactory or in the interest of the Bank, the Bank may end the agreement by giving one months' notice and in such an eventuality, no claim for any compensation/Fee for the balance work shall be considered. However, their dues shall be settled as per provisions in the standard agreement for the purpose, in proportion to the services rendered.
14. The provisions in this document elsewhere regarding the termination of services on account of PMC failure in procuring mandatory permissions within the specified time will supersede provisions in point no 13 above.
15. Bank may change the scheduled date of any event. The revised date will be displayed on our website or communicated separately.
16. Any corrigendum in this EOI shall be intimated through an announcement at Bank's website or through email only. The prospective bidders are requested to peruse Tenders section of our Bank's website www.centralbankofindia.co.in one time to time till the process of selection of PMC Consultant gets over.
17. Officials of Bank may visit the office of the bidder, sites of the project completed by bidder and office of those clients to verify information submitted by the bidder in technical bid. In case it is found that bidder has submitted misleading information in the technical bid, the candidature of such bidder (s) will be dismissed. Bank will have the discretion to seek a confidential report from previous clients of the bidder, and in case of any negative report/feedback, the Bank may take action as deemed fit.
- 18. Scope of services:**
- 19.1 Bank Proposes Project Management Consultant for detailed design validation, Proof checking, Construction supervision, Safety assurance, Quality Assurance, Quality control, Quality audit, timely execution and comprehensive services for proposed work.
- 19.2 Bank intends to begin and complete the works viz. Ready for occupation within 80 **weeks** from commencement.

19.3 The time is the essence of the contract and the duties of the consultant will be governed by the standard agreement (sample of proposed agreement can be inspected at this office during Office hours) to be executed with Bank by the successful consultant

The salient features of the captioned project are as under: -

- i. The Proposed office building is a basement + G+ 3 structures to be constructed on a vacant plot at Market Yard, Pune. Project Architect has designed the building as per Bank's requirements and prepared all the drawings for execution. Project Architect has prepared the tender for engaging contractor to execute the works and will supervise the works as well.
- ii. The PMC services will execute their scope in detailed design validation, Proof checking, Construction supervision, Safety assurance, Quality Assurance, Quality control, Quality audit and comprehensive services for proposed work.

19. Letter of Intent:

a) Within the validity period specified in this EOI, the Bank shall issue a letter of intent (LOI) to the selected PMC by registered post at their address as given in the bid documents to enter an Agreement in the Bank's prescribed format for taking up the project as Project Management Consultant. The letter of Intent shall make up a contract between the Bank and the PMC.

b) Contract Agreement:

On receipt of LOI from the Bank, the selected PMC shall, within fifteen days, execute an agreement with the Bank in the prescribed format on non-judicial stamp paper of value as prescribed by the Bank. Changes for execution of agreement shall be borne by the PMC.

20. Assignment and subletting

The PMC shall not directly entrust and engage or indirectly transfer, assign or under-let the Project or any part or share thereof or interest to any other PMC without the written consent of the Bank and no undertaking shall relieve them from the responsibility of active & superintendence of the work during its progress. Wherever the in-house expertise is not available with the Principal PMC s, they shall engage professionally qualified consultants for Structural / Electrical / Lifts / Firefighting / HVAC and other similar specialized professional service required for the project within the approved professional Fee as per agreement. However, responsibility in all matters about the project shall remain with Principal PMC.

21. No compensation or restrictions of work

The Bank shall be at liberty to abandon or reduce professional services of the PMC for the reasons including unsatisfactory performance or inordinate delay in rendering professional services in the project. In such an eventuality, the Consultant shall have no right to claim any payment/ compensation or otherwise what so ever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

22. Fraud & Corrupt Practices

22.1. The PMC and their respective employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained the Bank shall reject an Application without being liable in any manner to the PMC, if it determines that they have, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.

22.2. Without prejudice to the rights of the Bank above, if a PMC is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such PMC /Consultants shall not be eligible to take part in any EOI issued by the Bank during 2 (two) years from this EOI.

22.3. For this Clause, the following terms shall have the meaning respectively assigned to them:

a. **"Corrupt practice"** means

- (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (to avoid doubt, the offering of employment to or employing or engaging in any manner, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof before the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to make up influencing the actions of a person connected with the bidding process); or

(ii) Engaging in any manner, whether during the bidding process or after the Letter of Authority or after the execution of the Agreement any person regarding any matter relating to the Project or the Letter of Authority or the Agreement, who has been or is a legal, financial or technical adviser of the Bank concerning any matter concerning the Project.

- b. **"Fraudulent practise"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the bidding process.
- c. **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process.
- d. **"Undesirable practice"** means
 - I. Establishing contact with any person connected with or employed by the Bank to canvas, lobbying or in any manner influencing or attempting to influence the bidding process; or
 - II. Having a Conflict of Interest.
- e. **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders to restrict or manipulate a full and fair competition in the Bidding Process.

23. Termination for Default

23.1. The Bank, without prejudice to any other remedy for breach of contract, by a written notice of not less than 30 (thirty) days sent to the PMC /Consultants, may end the Contract in whole or in part:

- a) If the PMC delivers none of the Services within the period (s) specified in the Contract, or within any extension thereof granted by the Bank; or
- b) If the PMC performs no other obligation (s) under the contract; or
- c) Laxity in adherence to standards laid down by the Bank; or
- d) Discrepancies/deviations in the agreed processes or
- e) Violations of terms and conditions stipulated in this EOI.

23.2. In the event the Bank ends the Contract in whole or in part for the breaches because of the PMC, the Bank may engage, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered, and the PMC shall be liable to the

Bank for any increase in cost for such similar services. However, the PMC shall continue to provide their professional services to the extent the same is not ended as per agreement.

23.3. If the contract is ended under any termination clause, the PMC shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank promptly and in proper format as per this and shall also support the orderly transition to other PMC or the Bank.

23.4. During the transition, the PMC shall also support the Bank on technical queries/support on process implementation.

23.5. The Bank right to end the Contract will be besides the penalties and other actions as deemed fit.

23.6. In the event of failure of PMC to render the Services or in the event of termination of Contract or expiry of the term or otherwise, without prejudice to any other right, the Bank at its sole discretion may alternately arrange for getting the Services contracted with other PMC. In such case, the Bank shall give prior notice to the existing PMC. The existing PMC shall continue to provide services as per the terms of Contract until a 'New PMC completely takes over the work. During the transition phase, the existing PMC shall render all reasonable help to the new PMC within such period prescribed by the Bank, at no additional cost to the Bank, for ensuring smooth switch over and continuity of services.

24. Force Majeure

24.1. Notwithstanding terms and conditions in this, the PMC shall not be liable for delay in performing its obligations under the Contract results from an event of Force Majeure.

24.2. For this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, band, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding the reasonable performance of the SI but does not include any foreseeable events, commercial considerations or those involving fault or negligence by the party claiming Force Majeure.

24.3. If a Force Majeure situation arises, the PMC shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the PMC shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for

performance not prevented by the Force majeure event. If the event of Force Majeure continues for over 30 days, the Bank may end this agreement thereafter.

25. Termination for Insolvency

The Bank may end the Contract by giving written notice to the PMC, if the PMC becomes Bankrupt or any application for Bankruptcy, insolvency or winding up has been filed against it by any person. The termination will be without compensation to the PMC, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

26. Termination for Convenience

The Bank, by written notice of not less than 30 (Thirty) days sent to the PMC, may end the Contract, in whole or in part for its convenience. The notice of termination shall specify that termination is for the Bank convenience, the extent to which performance of the PMC under the Contract is ended, and the date upon which such termination becomes effective.

27. Governing Language

The governing language shall be English.

28. Taxes and Duties

28.1. The CONSULTANT shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the PMC shall include all such taxes (excluding GST) in the approved professional Fee.

28.2. Price Bid quoted [As in **Annexure I**] should be inclusive of all Central / State Government taxes/duties and levies but exclusive of GST.

28.3. Fee payable to the PMC as stated in the Agreement shall be firm and not subject to change during the execution of the project, irrespective of reasons, including exchange rate fluctuations, etc.

28.4. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement because of this process shall be borne by the PMC.

29. Tax deduction at Source

29.1. Wherever laws and regulations that require deduction of such taxes at the source of

payment, the Bank shall affect such deductions from the payment for the PMC. The remittance of amounts so deducted and issuance of a certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the PMC from his responsibility to pay any tax that may be levied in India on income and profits made by the Architects regarding this contract.

- 29.2. The PMC staff, personnel and labour will be liable to pay personal income taxes in India regarding such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the PMC shall perform such duties concerning such deductions thereof as imposed on him by such laws and regulations.

30. Notices

Any notice given by one party to the other under this contract shall be sent to other parties in writing/ scanned and confirmed in writing/scanned to other Party's address. The notice shall be effective when delivered or on the notice's effective date, whichever is later.

31. Transition Plan

In the event of failure of the PMC to render the Services or in the event of termination of Contract or expiry of the term or otherwise, without prejudice to any other right, the Bank at its sole discretion may alternately arrange for getting the Services contracted with other PMC. In such case, the Bank shall give prior notice to the existing PMC

The existing PMC shall continue to provide services as per the terms of Contract until a New Project PMC completely takes over the work. During the transition phase, the existing PMC shall render all reasonable help to the new PMC within such period prescribed by the Bank, for ensuring smooth switch over and continuity of Professional Services.

32. Compliance with Laws

It shall be the sole responsibility of PMC to comply with all the applicable laws, concerning or about the rendering of Services by PMC as envisaged under this.

PMC shall buy and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws towards its Services throughout the currency of the Contract.

The PMC would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.

33. Non-Hire and Non-Solicitation

During the term of the Contract and for one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so, without the specific written consent of the other party.

Signed as a token of acceptance

Signature of consultant with seal Date:

Place:

ANNEXURE–B**PARAMETERS FOR TECHNO-COMMERCIAL COMPETITION****BRIEF TECHNICAL PARAMETER FOR EVALUATION BEFORE TECHNO- COMMERCIAL
COMPETITION (TOTAL MARKS- 70)**

S. No	Broad criteria / Technical parameter	Maximum Marks
1	Number of technical staff (Architects and Engineers) in principal office (on payroll): Up to 5 =4, Over 5 and up to 10 = 6, over 10 and up to 20 = 10, Over 20 = 15	15
2	Experience of the firm, Up to 5 yrs. =3 Over 5 yrs. And up to 10 yrs=5, Over 10 yrs and up to 20 yrs=8, Over 20 yrs=10	10
3	The maximum value (Project Cost) of any single project handled in the last 5 years as on 31.03.2022, up to Rs 300 Lakhs =5, More than 300 Lakhs and up to 600 Lakhs =10, Over 600 Lakhs = 15	15
4	Experience with PSU/ Public Sector Bank/Public limited (Listed) Company/Govt. and completed in the last 7 years as on 31.03.2022 Three or more Projects of at least 40% of proposed project cost =5, Two Projects of at least 60% of the proposed project cost = 10, One Project of at least 80% of the proposed project cost = 15	15
5	Having Local Office at Pune. No. Office =0, Branch Office =3, Full Fledged Office =5	5
6	Performance Certificate from Existing Clients a. Satisfactory = 3 b. Excellent = 5	5
7	Any awards/recognitions or competitions won within India/Publication of projects in leading journals/media.	5
	TOTAL	70

**BRIEF TECHNICAL PARAMETER FOR EVALUATION OF PRESENTATION MADE BY
BIDDER (TOTAL MARKS- 30)**

Sno	Broad criteria/technical parameter	Maximum Marks
1	The concept of the project done so far and firms past profile	10
2	Experience undertaking similar projects with PSUs / Banks and handling CVC matters	5
4	Cost-effective Site Utilization & Economical design along with Estimated Cost /Per Sqm cost	5
5	Knowledge of Building Bylaws, National Building Code and Statutory Requirements of respective local bodies/Municipalities, etc	5
6	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members	5
	TOTAL	30

Total Marks for technical parameter and presentation = 100

- The consultant who scores maximum marks put together for technical bid and price bid shall be considered for selection.
- The marks tested in the Techno-commercial & Design Presentation shall be converted into 70 marks.

Marks in the price bid will be tested as under:

The lowest offer shall be treated as the base and shall be given 30 marks. **Example** of calculation of marks for price bid will be as under:

Example for Financial bid quotes of four consultants (assumption for illustration):

- (i) A: 1.00% of the cost of the project
- (ii) B: 1.50% of the cost of the project
- (iii) C: 2.00% of the cost of the project
- (iv) D: 2.5% of the cost of the project

The marks will be as under

- i. A: $1.00 \times 30 / 1.00 = 30$
- ii. B: $1.00 \times 30 / 1.5 = 20$
- iii. C: $1.00 \times 30 / 2.00 = 15$
- iv. D: $1.00 \times 30 / 2.5 = 12$

**Signature, Name and Seal of Consultant
With Date and Place**

FOR ATTENTION OF ALL taking part FIRMS /CONSULTANCY

Henceforth fill information in various forms. While doing so, please keep in mind following things:

- Information to be furnished should be crisp, to the point and precise.
- Please do not keep any field blank. In case nothing has to be filled in a particular field, then please write 'Not Applicable' there.
- Supporting documentary pieces of evidence are needed for claims made in the Proposal. Please keep copies of all these documents ready. Arrange them in order of appearance of their reference in the Proposal. Write Annexure number in serial order on these documents in the top right corner of the document in bold letters. Annexed the set of these documents at the end of the Proposal. Please mention correct Annexure Number at relevant pages of the Proposal. This will help us test the bid quickly.
- There is a possibility that the same document has to be mentioned as evidence at over one place in the Proposal. In that case, keep only one copy of that document and mention that Annexure Number at every place where that document needs to be referred.
- The certificate from the client should mention details of the project, scope of services offered by the consultant, actual project cost, date of completion of the project, the existence of green building features and opinion of the client on quality of services rendered by the consultant

ANNEXURE–C**(TO BE SUBMITTED SEALED IN ENVELOPE-A)**

1	Name of the Firm	
2	Address	
3	Telephone No. with STD code & Mobile Number	
4	Fax No with STD code	
5	Primary e-mail address	
6	Alternate e-mail address	
7	Constitution of the Firm (Proprietorship Firm/ Partnership Firm/ Private Limited Company/ Public Limited Company)	
8	Date of Establishment	
9	Name of document of evidence of establishments like a certificate of incorporation and its number (if any) and date of issue	
10	Annexure number of documents mentioned in col (9)	
11	Please mention any PMC work done before 31-03-2022	
12	Annexure number of the document in evidence of information submitted in col (11)	
13	Name of proprietor / Partners / Directors	

14	Goods & Service Tax registration number			
15	Annexure number of GST registration certificate			
16	Service Tax/ GST paid during last 3 years (amount in lacs)	Year ended on	Tax paid	
		31.03.2020		
		31.03.2021		
		31.03.2022		
17	Annexure number of certificates issued by a chartered accountant for supporting information mentioned above or any other evidence in that regard			
18	Turnover of the firm during the last 3 years (amount in lacs)	Year ended on	Turnover	
		31.03.2020		
		31.03.2021		
		31.03.2022		
19	Annexure number of certificates issued by a chartered accountant for supporting information mentioned above and audited P&L statement in that regard			
20	Number of Architects/ Engineers who are promoters or permanent employee of the firm (These numbers should tally with details being given in Format VII and Viii)	Architects	Engineers	Total
21	Annexure number of lists of office equipment owned by the firm			
25	Details of Bank account of the firm			
	Account name (exactly as it appears on statement of account)			
	Account number			
	IFSC			
	Name of Bank			
	Branch name and branch code			

26	Name and designation of the executive of the firm to whom Bank can contact for seeking information	
27	Mobile number and email ID of the above contact person	
28	Annexure number of the latest income tax clearance certificate	

Signature of the Consultant with Seal Date:

Place:

ANNEXURE–D

(TO BE SUBMITTED SEALED IN ENVELOPE-A)
BIO-DATA OF THE PARTNERS / DIRECTORS

Use a separate form for each partner/director.

1	Name	
2	Designation/position	
3	Associated with the firm since	
4	Date of Birth	
5	Professional Qualification	
6	Professional Experience	
7	Professional Affiliation	
8	Details of Membership	
9	Detail of the papers published in Magazine (s) (If enclosed in separate sheet, then show Annexure number)	
10	Annexure number of the document evidencing association with the firm like partnership deed, etc	

Signature of the Consultant with seal Date:

Place:

ANNEXURE–E

(TO BE SUBMITTED SEALED IN ENVELOPE-A)

BIO-DATA OF TECHNICAL STAFF (ARCHITECTS/ ENGINEER)

Use a separate form for each Executive

1	Name	
2	Designation/position	
3	Associated with the firm since	
5	Professional Qualification	
6	Professional Experience	
7	Field of expertise	
8	Contact number	
9	e-mail Id	
10	Annexure number of the document evidencing employment with the firm like EPF contribution, etc	

Signature of the Consultant with Seal Date:

Place:

ANNEXURE–F

(TO BE SUBMITTED SEALED IN ENVELOPE-A)

DETAIL OF MAJOR BUILDING CONSTRUCTION

Completed during the last 5 years (as on 31.03.2022)

- Use a separate sheet for each work.
- Mention only completed projects.
- Mention only those projects which you want the bank to consider judging your eligibility and awarding marks.

1	Name and address of the Client	
2	Client's status like Public Sector Organization / Public Sector Bank/ Government Department	
3	Name of Project	
4	Description and nature of work	
5	Location of the building with complete address	
6	Job assigned to consultant in the project like Design/ PMC, etc	
7	The estimated value of the project (Rs in Lakhs)	
8	The last value of Project (Rs in Lakhs)	
9	Scheduled date of start of the project	
10	Scheduled date of completion of the project	
11	The actual date of the start of the project	
12	The actual date of completion of the project	
13	Reasons for cost/ time overrun if any	
14	Number of stories	

15	Height of building from the ground (in meters)	
16	Number of the basement (s)	
17	Annexure number of side elevation/sectional elevation showing many basements and height of the building	
18	Annexure number of a letter received from the client regarding the award of work.	
19	Annexure number of a letter received from the client regarding successful completion of work.	

Note:

- (a) The work should have been executed by the firm under the name in which they are applying.
- (b) The Bank will get the confidential report from the previous clients and the consultant shall not object the same.

Signature of the Consultant with Seal Date:

Place:

ANNEXURE–G

(TO BE SUBMITTED SEALED IN ENVELOPE-A)

LIST OF PENDING ARBITRATION/LITIGATION/SUITS WITH PREVIOUS CLIENTS

SR. NO.	NAME OF PROJECT WITH NAME OF CLIENT	PENDING SINCE	REASONS FOR PENDING	ANNEXURE NUMBER OF SUPPORTING DOCUMENT

Signature of the Consultant with Seal Date:

Place:

ANNEXURE-H

(It sealed TO BE IN ENVELOPE-A)

**LIST OF ANNEXURES
(Use additional sheets)**

ANNEXURE NUMBER	Details OF DOCUMENT

LETTER OF UNDERTAKING

**The Asst. General Manager,
Central Bank of India,
Zonal Office, Pune
317, MG Road,
Camp, Pune 411 001.**

TENDER FOR TECHNO COMMERCIAL PROPOSALS FOR ENGAGING PROJECT MANAGEMENT CONSULTANT for detailed design validation, Proof checking, Construction supervision, Safety assurance, Quality Assurance, Quality control, Quality audit and comprehensive services for **Construction of proposed office building at Bank's plot no 639 to 641 at Market yard, Pune**

Dear Sir,

We acknowledge the receipt of your Tender for the captioned project.

We have examined and clearly understood professional services to be rendered by us regarding the project. We have also considered all the contemplations furnished by the Bank while submitting our proposal for your consideration.

We offer to provide our professional services as Project Management Consultant for the captioned project strictly following work and detailed terms and conditions spelled out in this Tender.

While submitting this Bid, we certify that: -

1. We have adequate experience in providing professional services for Supervision/Designing of all activities and services about the proposed works of this tender.
2. We are equipped with adequate technical expertise and workforce to plan, design and supervise various activities of Civil, Plumbing, Electrical, HVAC, Fire fighting, Access Control System, Security, BMS and all other services of the project.
3. We understand that except approved professional fee, the Bank shall not pay to use towards any of the professional and Liaison services about this project.
4. Wherever, necessary, we undertake that we shall engage expert consultants to cater to the requirement of specialized services for the project at our own cost within the professional fee approved by the Bank.
5. The undersigned may sign on behalf of the PMC and the support document delegating this authority is enclosed to this letter.
6. We declare that we are not in contravention of conflict of interest obligation mentioned in

this EOI.

7. We confirm that the Price bid of our Professional Fee for the project submitted by us has been arrived at without agreement with any other Consultant Bidder of this EOI to restrict competition.
8. The rate for Professional Fee quoted in the price Bids are as per the EOI and subsequent clarifications/modifications/revisions furnished by the Bank, with no exception. Our Fee approved shall remain firm and fixed till completion of the entire project and we shall not raise any claim for any escalation/enhancement in the approved fee structure for the reasons.
9. The Professional Fee quoted by us has not been disclosed and will not be disclosed to any other Bidder responding to this EOI.
10. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
11. If our offer is accepted, we undertake to take up the project immediately and will render our professional services as per the timeline specified in this document.
12. We agree that the Bank may split services in this project, i.e. Project Management Consultancy (PMC) to different agencies within its sole discretion. Under such an eventuality, we undertake to manage the project in full coordination with any of the agencies appointed/engaged by the Bank for the successful completion of the project.
13. We undertake that in competing for and (if the award is made to us) in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988".
14. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract for any advantage in the bidding, evaluation, contracting and implementation of the contract.
15. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation will cause disqualification of the bidder from the further bidding process.
16. We certify that we have made no changes in the contents of the EOI document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.

17. It is further certified that the contents of our Bid are factually correct. We also undertake that in the event of any information/data/details proving to be incorrect at any stage, the Bank may end our services at any stage of the project without notice.
18. We also understand that Bank reserve their rights to Shortlist many PMC consultant firms for participating in the Techno-commercial competition and to accept any or to reject all the Bids without assigning reason therefor.
19. We undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
20. If our Bid is accepted, we undertake to enter and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. However, until such a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a contract between us. We shall not withhold our professional services in the project for execution such formal agreement.
21. The name (s) of successful Bidder to whom the contract is finally awarded after the completion of the bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder (s).

We undertake and agree to abide by all the terms and conditions stipulated by the Bank in the EOI document.

Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm allowed to sign or

(Name of the person having Power of Attorney to sign the Contract. (Certified authentic copy

of the Power of Attorney should be attached) Yours faithfully,

Signature of Consultants

Signature and addresses of

Witnesses i)

ii)

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)

ANNEXURE – I

(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE-B)

PRICE BID

PROFORMA FOR SUBMISSION OF THE PRICE BID

Appointment of Project Management Consultant for detailed design validation, Proof checking, Construction supervision, Safety assurance, Quality Assurance, Quality control, Quality audit and Comprehensive services for Construction of proposed office building at Bank's plot no 639 to 641 at Market yard, Pune.

We have understood the prequalification criteria, scope of the services to be offered, the terms and conditions for the appointment to be rendered by the **Project Management Consultant** specified by Central Bank of India, Zonal Office, Pune in their technical bid as well from their standard agreement for the captioned purpose and we shall abide by the same in case our proposal is accepted.

1. Accordingly, we now quote our total professional fee for the project as under:

S. No.	Scope of Services	Professional Fee (% of Total Project Cost - Fee towards PMC Services (Excluding cost of Items directly procured by the Bank)	Professional Fee in Words
1	Project Management Consultancy Services for the project as per the scope of works for projects including but not limited to Civil, Plumbing, Electrical, Structural, Electrical, HVAC, Firefighting, LT/HT installations etc. Complete% of the actual Project Cost.	
	Total		

3. We agree that the above payment of the fees will be released to us at pre-determined stages related to the progress of work based on the standard terms of Bank in this regard.

4. We agree that the income tax (i.e. TDS) as payable to statutory authorities may be

deducted from the above quoted fees. I/We fully understand that Bank is not bound to accept the lowest or any offer.

Signature, Name and Designation of the Authorized Signatory Date:

Place:

Confirmation of Acceptance of Tender terms and conditions

(To be signed by the bidder and enclosed along with their offer in a separate envelope)

We have studied the terms and conditions of Tender Enquiry including General and Special terms and conditions, the specifications, lay-out drawings, Schedule of Quantities, Commercial terms and conditions, Approved Makes, etc.

We are accepting all terms and conditions of the Tender without any deviation.

Offer with any deviations from the Tender Enquiry are likely to be rejected.

We also understand that the order / s will be placed in the name of principals only and not in the name of their dealer/s. Our quotation is based on the above.

Date: _____

SIGNATURE OF TENDERER

WITH RUBBER STAMP

DECLARATION

I / We hereby declare that I / We have read and understood the Terms and Conditions of the contract, Specifications, Drawings, Schedule of Quantities etc. and hereby agree to abide by them. In token thereof, I / We have signed below and at the end of the Schedule of Quantities, failing which the tender is liable to be rejected.

I / We understand that our Tender will not be considered if the rates for items are not written both in FIGURES and WORDS.

I / We hereby confirm that only the relevant entries asked for, have been made within the Tender documents issued to us. I / We also confirm that in the event of any entry in this Tender document other than the relevant entry or condition shall make this Tender invalid.

Date : _____

SIGNATURE OF TENDERER

WITH RUBBER STAMP