



CENTRAL BANK OF INDIA
Regional Office Agra

INVITES OPEN E-TENDER IN ONLINE MODE ONLY

for
Furbishing (Furniture, Electrical, Data cabling & Low side Air-conditioning) work at
new branch premises of Shamshabad Road, Agra under Regional Office Agra

TECHNICAL BID

(To be submitted in Hard copy and scanned copies to be uploaded in
online bidding)

Name of the Tenderer:

Address:

Last Date of submission of Tenders: 27.03.2024 Up to 15:00 hrs

(Guidelines to prospective bidders for online bidding process shall be as per
enclosed Annexure-A)

S/d

Regional Head
Central Bank of India,
Regional Office, Agra

For any enquiry/ grievances – E-mail id: gadagraro@centralbank.co.in

Contact Details of our Independent External Monitor (IEM) -

Shri Trivikram Nath Tiwari, E-Mail ID: trivikramnt@yahoo.co.in
Shri Jagdip Narayan Singh, E-Mail ID: jagadipsingh@yahoo.com, 011-61515609

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APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1	Issuance of tender document	Tender document will be available on Bank's website http://www.centralbankofindia.co.in/en/active-tender and /or on https://centralbank.abcpurchase.com/EPROC/ from 16.03.2024.
2	Tender Fee	Rs 2,000/-including GST (non-refundable) in the form of DD in favor of Central Bank of India payable at Agra. Micro and Small Enterprises are exempted on submission of valid MSME Certificate.
3	EMD/Bid Security	20,100/- (Twenty Thousand One Hundred only) refundable: 2% of estimated cost in the form of DD/ FD or unconditional BG from Scheduled Bank in favor of "Central Bank of India" payable at Agra with validity up to 30 days after expiry of tender validity. Micro and Small Enterprises are exempted on submission of valid MSME Certificate.
4	Estimated Cost	Rs 10,04,792.30 plus applicable GST
5	Last date and time for bid submission and Bid re-encryption	27.03.2024 up to 3.00 pm
6	Place of submission of Technical Bid	BSD Department, Regional Office, Agra, 37/2/4, Kalpnidhi Tower, First Floor, Sanjay Place, Agra, (U.P.), PIN-282002. <i>All the scanned copies of Technical bid document shall be uploaded online and same shall be submitted/ reached along with Tender Fee & EMD at above Office address in Hard copy before tender closing time.</i>
7	Pre Bid Meeting	20.03.2024, 3:00 pm
8	Date of Opening of Eligibility /Technical Bid	27.03.2024, 3.30 pm or after that any other date which may be decided by the Bank.
9	Place of Opening of Tender/ bids	BSD Department, Regional Office, Agra, 37/2/4, Kalpnidhi Tower, First Floor, Sanjay Place, Agra, (U.P.), PIN-282002. Note: - Vendors are advised to make presence of themselves/ their authorized person at the time of opening of technical bid.
10	Tender validity	120 Days from the date of opening of financial bid
11	Time period for work completion	30 Days from date of issue of work order by Bank.
12	Interim/Running /Final Payment	<ul style="list-style-type: none"> No advance payment will be made by Bank in any case. <p>Interim payment: TO BE SUBMITTED AFTER COMPLETION OF WORK or MINIMUM WORK WORTH Rs 2.01 LAKHS & IN THE MULTIPLES THEREOF.</p> <p>The payments of running (RA) and final bills shall be made as per the procedures approved for making payments by Central Bank of India, as under :-</p> <ol style="list-style-type: none"> 20% - 1st RA bill with work executed to the extent of 40% 20% - 2nd RA bill with work executed to the extent of 80% 50% - Final bill on completion of work in all respects & duly verified by the Architect. 10% - Release of Retention amount after successful completion of defect liability period

		<p>of 12 months from the date of issue of Completion certificate by Architect.</p> <p>The final bill/ invoice may be submitted by contractor within a period of one month from the date of virtual completion and Architect shall issue the certificate of completion within a period of one month. The Bank shall pay the amount with in a period of one month from date of issue of certificate there is no dispute in respect of rates and quantities subject to Bank's satisfaction.</p>
13	Performance Security	<p>3% of Bank's accepted tender amount. Successful bidder including MSME vendor has to submit bid/ performance security of 3% of final Bank's accepted tender amount in the form of Demand Draft, Fixed Deposit Receipt or unconditional Bank Guarantee in favor of Central Bank of India payable at Agra. This should remain valid for a period of 60 Days beyond the date of completion of all contractual obligations of the contractor including warranty obligations. EMD/ Bid security should be refunded to the successful bidder on receipt of Performance Security.</p>
14	Retention Amount	<p>Bank will deduct 10% of final verified bill amount as retention amount. Retention amount will be released only after successful completion of defect liability period i.e. 12 months from the date of issue of completion certificate from the project Architect.</p>
15	Made of Submission of the Tender	<p>Technical Bid (Tender) to be addressed & Submitted to "Regional Head, Central Bank of India, Regional Office, Agra, 37/2/4, Kalpnidhi Tower, First Floor, Sanjay Place, Agra, (U.P.), PIN-282002. The technical bid shall be submitted in accordance to the procedure detailed herein. Specified documents shall be sealed in an envelope of appropriate size.</p> <p>Technical Bid: shall contain DD of tender cost and EMD or duly signed copy of MSME registration certificate, duly signed tender papers, technical bid, GST no., TIN no., PAN, local address proof. Copy of work orders, completion certificates of similar type of works and all <u>documentary evidence fulfilling eligibility criteria</u>, integrity pact and other required documents. This envelope shall be sealed properly and endorsed on the outside face:-</p> <p>Envelope-1 "TENDER (Technical Bid) FOR FURBISHING WORK OF SHAMSHABAD ROAD BRANCH OFFICE" and addressed to "Regional Head, Central Bank of India, Regional Office, Agra.</p> <p>Financial bids are accepted in Online mode only. No hard copies of financial bids will be accepted/ evaluated by Bank.</p> <p><i>All the scanned copies of Technical bid documents shall be uploaded online and same shall be submitted/ reached along with Tender Fee & EMD at above Office address in Hard copy before tender closing time.</i></p>
16	Integrity Pact	<p>Each participating bidder shall submit duly signed attached Integrity Pact in <u>envelope no1</u> at the time of submission of bid.</p>
17	Defect liability period	<p>12 months from issue of completion certificate by Architect</p>

18	Liquidated damages for non-completion of work within stipulated period.	1.0% per week subject to maximum of 10% of contract value.
19	Terms of Rates	The quoted rates shall be inclusive of all and shall be EXCLUDING OF GST ONLY.
20	Period of honoring interim Certificate	15 Working days after the submission of the interim Bill/ BOQ.
21	Period for honoring final Certificate	6 weeks after the submission of the Final measurements/ BOQ.
22	Validity of Rates	The quoted Rates in the Tender shall remain valid till the completion of the work. No escalation in rates shall be allowed in any case.
23	A-Class Electrical Contractor	Contractor has to employ "A" Class Electrical contractor after taking prior approval of the credentials of Electrical contractor, for proposed electrical work as per the tender.
24	Extra Items	The contractor shall not execute the item for which the rate cannot be derived from the Tender. He shall submit the Rate analysis for such item on actual cost plus 15% as over-heads, establishment charge and contractor's profit, and get it approved by Architect/ Bank before starting the work of such items.
25	Working Hours	Most of the work may take place at contractors workshop, However in case if the work is to be executed in a working premises of the Bank the same shall generally be execute after office hours of the Bank i.e. in the evening, early morning and Bank holidays. The Bank shall make necessary arrangements required or their part of such working. The work shall be carried out in such a way that minimum disturbance is caused to the functioning of the Bank/ Branch The Contractor shall make all necessary arrangement for cleaning the premises every day and to ensure the complete safety of the furniture, machinery, computers, plants, equipment etc. lying in the premises and also provide safeguard from dust etc. for night working no extra charge shall be paid.
26		Contractor shall shift and rearrange necessary Furniture/ Fixture to keep site tidy and clean protect office equipment by covering during execution. If contractor fails then Branch Manager/ Office Head shall employ other agency for the job and cost incurred shall be recovered from the bill Amount of contractor.
27		Electrician/ Network Technician/ Carpenter/ A.C Technicians shall remain present at site at all the time during execution of work to avoid any power/ Network failure/ Disturbance of branch/ Office functioning.
28		Contractors shall have to make necessary temporary arrangement to the satisfaction of Branch Manager/ Office Head for Electrification/ Data Cabling/ Furnishing/A.C no extra

		payment shall made for this.
29		On completion of work all contractors shall give detailed measurements/ circuit diagram/ List of materials used Test reports duly signed and sealed.
30		All hidden measurements must be got checked/ recorded before concealing.
31		All material and makes shall be as per specifications any deviation will not be accepted without written permission of Architect/ Bank.
32	Contact Officer of the Bank	Shri Aparbal Singh (Chief Manager- BSD), Mobile No.: +91-8859501956

Seal & Signature of Contractor

NOTICE INVITING TENDER

REF. NO.: RO:AGRA:BSD:2023-24:03

Dated: 14/03/2024

Dear Sir/ Madam,

Reg: Tender for Furbishing (Furniture, Electrical, Data cabling & Low Side Air- Conditioning) work at Shamshabad Road Branch under Regional Office, Agra.

Please note the following:-

1. Central Bank of India, invites you to tender for the aforesaid work. Tender Documents can be collected from BSD, Regional Office, Agra, 37/2/4, Kalpnidhi Tower, First Floor, Sanjay Place, (U.P.), PIN-282002 or can be downloaded from the link/ banks' website:-

<https://www.centralbankofindia.co.in/en/active-tender>

and /or on

<https://centralbank.abcpocure.com/EPROC/>


Bids are to be submitted only through ONLINE MODE as per the details mentioned in "Annexure-A" enclosed with this document. Physical/ hard copy of financial bids shall be rejected and shall not be considered for further tender processing. Scanned copies of Technical bid documents shall be uploaded/ submitted online. Technical bid documents along with Tender Fee and EMD shall be submitted in Hard copy at our above mentioned Office Address.

The sealed Tender in the prescribed tender form in one envelope comprising **Technical Bid = The Tender document + Documents conforming to Eligibility criteria + Specifications+ Drawings+ EMD+Tender Fee** should be submitted to BSD, Central Bank of India, Regional Office, Agra, 37/2/4, Kalpnidhi Tower, First Floor, Sanjay Place, Agra, (U.P.), PIN-282002, super scribed "**Tender for Furbishing work at Shamshabad Road Branch, under RO Agra.**" **Scanned copies of technical bid documents shall also be uploaded online also. However Financial Bid/ Price Bid shall be submitted only in online mode. No off-line financial bids will be accepted/ evaluated.**

Vendors confirming to eligibility criteria mentioned in this tender document shall apply for the tender. Any question/ doubts related to tender document may be clarified with Bank over phone/ mail and in Pre-bid meeting (given in tender notice) on working days during Office hours. The bids shall not include any conditions whatsoever. Only unconditional tenders will be accepted. Any conditional tender will be liable for rejection. Any bidder desirous of imposing any condition having financial implication should read the tender appropriately and should not put any condition in the tender.

2. The Technical Bid envelope should be submitted to the above office on and before 3.00 PM on ...03.2024. The Technical Bid of tender will be opened at 3.30 PM on ...03.2024 or any other

- date which may be decided by Bank in due course at above mentioned address presence of tenderers or their authorized representatives who choose to be present. Opening of Financial Bids will be informed well in advance to technically qualified bidders.
5. Tenders received late on account of any reason whatsoever and telegraphic and faxed tenders shall not be entertained.
 6. The Defect Liability Period of the said work shall be for 1 year from the date of issue of work completion certificate from Architect.
 7. Validity of the Tender shall be 120 days from the date of opening of Financial Bid.
 8. The Bank does not bind himself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason for doing so.
 9. Any addendum/corrigendum thus issued shall be part of the Tender Documents and shall be published on the Bank's website: **www.centralbankofindia.co.in/** **Live Tenders and or on <https://centralbank.abcpocure.com/EPROC/>**. Tenderer shall enclose the same with their bid documents.
 10. For any further information on the tender, Central Bank of India, BSD Department, Regional Office, Agra may be contacted.


Regional Head
Central Bank of India,
Regional Office, Agra

FORM OF TENDER

Regional Head

Central Bank of India,
Regional Office-Agra

Reg: Tender for Furbishing (Furniture, Electrical, Data cabling & Low side Air-Conditioning) \ Central Bank of India, Shamshabad Road Branch under Regional Office, Agra.

Dear Sir / Madam,

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

Thanking you,

Signature of Tenderer with Seal & Address

Date:

ELIGIBILITY CRITERIA

1. ELIGIBILITY CRITERIA FOR APPLYING TO TENDER

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

- 1.1. Average Annual financial turnover during the last 3 years, ending 31st March of the previous / completed financial year, should be at **least 30% (Rs 3,02,000/-) of the estimated cost**. The bidder should be in **profit in the past three years**. This should be duly audited /certified by Chartered Accountant.
- 1.2. Experience of having successfully completed similar works during **last 5 years** ending last day of month previous to the one in which applications are invited should be either of the following:- **Estimated Cost 10,04,792.30**
 - a. Three (03) similar completed works costing not less than the amount equal to **40% (Rs 4,02,000) of the estimated cost**, or
 - b. Two (02) similar completed works costing not less than the amount equal to **50% (Rs 5,03,000) of the estimated cost**, or
 - c. One (01) similar completed work costing not less than the amount equal to **80% (Rs 8,04,000) of the estimated cost**.
- 1.3. Have a registered Office/ Branch Office in Uttar Pradesh state.
- 1.4. Must have valid PAN, TIN, GST registration number.
- 1.5. Must have EPF, ESI & Labour registration as per Government Guidelines.
- 1.6. Completion certification with regards to the works mentioned for experience (**point 1.2**) to be issued by Competent Authority will only be considered as credential. If the Completion certificate issued by Competent Authority does not reflect the type of work, then Final bill / Schedule of Quantity of the qualifying works also to be attached along with the Completion certificates
- 1.7. **ELECTRICAL INSTALLATION:** *The whole of the Electrical & Data cabling installation shall be carried out by a major registered licensed Electrical Contractor's firm. For this vendor shall either submits his valid "A" Class Electrical Contractors certificate or submit an agreement with major registered licensed Electrical Contractor's firm along with his A" Class Electrical Contractors certificate for carrying out said proposed Electrical works.*

Notes:

1. Out of the above said completed works as per para 1.2, the contractor should have completed in Central/ State Govt./ Autonomous Body/ PSU / Bank / Financial Institutions / Educational institutes/Private Organization etc.
2. Similar Works shall means: Interior furbishing (civil, furniture, electrical, data cabling & low side air-conditioning) new & repair/ renovation of offices/ branch etc.
3. All documents should be duly signed by the contractor taking the responsibility of the same.
4. Contractors who have been disqualified by Bank due to any reasons will not be considered.
5. Only such contractors who fulfill the aforesaid eligibility criteria need to apply.
6. EMD of un-successful bidders will be returned without any interest within 30 days after finalization of contract.

2. EVALUATION CRITERIA:

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

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

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

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

Seal & Signature of the tenderer

Mandatory information required for Prequalification of the bidders

Important:

1. Please type or handwrite in capital letters.
2. Attach copies of the supporting documents.
3. Please use additional sheets if required.

Name of the Bidder:	
Email address:	
Telephone number office:	
Telephone number office:	
Fax no.:	
Address 1:	
Address 2:	
City:	
Pin code:	
Year of Establishment:	
Status of the Firm: Proprietary / Partnership / Pvt. Ltd. / Pub. Ltd.	
Names of the directors/Partners/proprietor:	
Name and address of the Bankers – 1:	
Name and address of the Bankers – 2:	
Name and address of the Bankers – 3:	
Registration number and date with Registrar of Companies/Firms:	
PAN Number:	
TAN Number:	
GST Number & certificate:	
EPF Registration no.:	
ESI Registration no.:	
Labour Registration no.	
Requested copies of the Balance sheet:	
Empanelment with the other Companies / PSUs (if any)	
Field of activities:	
Main Activity:	
List: particulars of successfully completed works during last Three years amounting as per eligibility criteria	

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

FINANCIAL STATUS:-

Sr. no	Financial year	Turnover of the firm (In Rs Lakhs)	Profit/ Loss	Enclose certified copies of audited balance sheets / chartered accountant's certificate.	
				Yes	No
1	2020 – 2021				
2	2021 – 2022				
3	2022 – 2023 (audited/ un-audited)				

Furnish copies of audited Balance Sheet and Profit & loss account (audited/ un-audited as applicable) for the last three years.

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

NOTE:

(1) ALL TENDERS MUST BE SUBMITTED WITH LAST THREE YEARS INCOME TAX RETURNS OR AUDITED BALANCE SHEET.

(2) ALL TENDERS MUST HAVE ADEQUATE WORK ORDERS OR COMPLETION CERTIFICATES FOR TECHNICAL QUALIFICATION.

(3) IN CASE TENDERED RATE IS BELOW CERTAIN 25% OF BANK'S ARCHITECT'S ESTMATE, SEPERTATE BOND FROM TENDRER WILL BE REQUIRED FOR THE QUALITY OF WORK/ WORKMANSHIP AS PER DRGS. & SPECIFICATIONS.

Seal and Signature of the Bidder/s.

Date:

Place:

INSTRUCTIONS TO TENDERERS

- A. LOCATION: The Proposed site is located at:-Central Bank of India, Shamshabad Road Branch Office (new branch).

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

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

- B. SUBMISSION OF TENDER: -

1. Technical bid documents shall be submitted in Hard Copies at above mentioned Office address along with the Tender Fee & EMD. Scanned copies of technical bid documents shall be uploaded in online bidding.
2. *Financial bids are accepted in online mode only. Financial bids submitted in hard copy will be rejected and will not be evaluate further. The rates shall be filled online bidding and only as per the Financial/ Price Bid/ BOQ given in the Tender Document.*
3. Any conditions/stipulations mentioned in the tender may not be taken into consideration for evaluation of the tenders.
4. Tenderers are requested to quote strictly as per the terms and conditions, specifications, standards given in the tender document and not to stipulate any deviations.
5. Addenda to this tender document, if issued, must be signed and submitted along with the technical bid document.
6. All pages of this document are to be seal and signed by the bidder in token of his acceptance of the conditions thereof. All pages of tender documents shall be signed at the lower right hand corner or signed wherever required in the tender documents by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.
7. The tenderers should quote the rates in figures (English) as well as in words.
8. Corrections and Erasures: All corrections and alterations in the entries of tender papers must be attested by initials of tenderer, overwriting of the figures is not permitted.
9. The tender shall contain the names, residence and place of business of person or persons submitting and signing the tender and shall be signed by the Tenderer with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the name of the partnership by all the partners or by duly authorized representative/s followed by the name and designation of the person/s signing. Tender by a Company or Corporation shall be signed by an authorized representative, and a power of Attorney on their behalf shall accompany the tender in Envelope. A copy of the partnership deed of the firm with names of all partners shall be furnished.

10. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
11. The rate to be quoted by the tenderer shall be firm and shall cover and include cost of all materials required for upkeep of the premises, wages to the laborers, supervisors, equipment deployed, contractors profit, transportation charges and all statutory levies, taxes such as Octroi, sales tax, Labour Cess, VAT, excise duty, PF, ESI etc. but **excluding GST**.
12. The tenderer shall note that no claim for enhancement of rates/ cost escalation, on the ground that cost of materials, labor has increased; existing statutory levies have been increased, after tender, or in any other ground, will be entertained on any account.
13. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions. The tenderer should specifically note that it is tenderers responsibility to provide all items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.
14. The bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. Also bank may accept part of any tender or entrust the entire work to any contractor or divide the work to more than one contractor (item wise) without assigning any reason or giving any explanation. The rates quoted by the contractor will hold good for this bifurcation and no compensation will be paid on this account.
15. The bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. Also bank may accept part of any tender or entrust the entire work to any contractor or divide the work to more than one contractor (item wise) without assigning any reason or giving any explanation. The rates quoted by the contractor will hold good for this bifurcation and no compensation will be paid on this account.
16. Joint tenders shall not be considered.
17. Within 24 hours of receipt of Intimation regarding acceptance of his tender by the Bank, the tenderer should send his acceptance of the work order in writing. If the tenderer does not do that, or does not start the work within 24 hours of such intimation to him or fails to give justified reasons not to do so, acceptance of his tender would be withdrawn and Earnest Money Deposit would be liable to be forfeited.
18. The contractor has to maintain an attendance register of the persons deployed at site and the same will be inspected by the Bank time to time.
19. If any of the labour employed by the contractor is found to be under performing or any misbehavior is found / reported while on duty, Bank reserves the right to ask for a suitable substitute.
20. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
21. The earnest money of the successful tender shall be adjusted in the retention amount.
22. Witness: Witness and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.
23. SCOPE OF WORK:

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

The work shall include the following items of work broadly:-

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

24. TENDERER SHALL VISIT THE SITE

The intending tenderer shall visit the site and make themselves thoroughly acquainted work to be executed, local site condition, nature and requirements of the works, facilities of transport condition, effective labor and materials, access and storage for materials. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before & after the commencement of the work or which in the opinion of the Bank/Architect might be deemed to have reasonably been inferred to be so existing before commencement of work.

25. Any printing or typographical errors /omissions in tender document shall be referred to the Employer and his interpretation regarding correction shall be final and binding on Contractor.

26. TRANSFER OF TENDER DOCUMENTS:

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

27. RETENTION MONEY: **10%** of the cost of duly verified work done.

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

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

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

31. TIME SCHEDULE: The said works in both the branches shall be completed in **30 days** from the date of acceptance of contract by Vendor.

32. LIQUIDATED DAMAGES FOR DELAYED COMPLETION: If the contractor fails to complete the work by the scheduled date of completion or within any sanctioned extended time, he will have to pay 1.0% of the accepted tender amount per week as liquidated damages for each week beyond the scheduled date of completion or the extended period of completion, works remaining incomplete. The above penalty shall be imposed for period of delay attributable to Contractor for the entire scope of work assigned to them for project

completion. The decision of Bank in this regard shall be final & binding. The maximum liquidated damages recoverable shall be 10% of accepted tender amount.

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

39. ELECTRICAL INSTALLATION:

The whole of the Electrical & Data cabling Installation shall be carried out by a major registered licensed Electrical Contractor's firm.

The electrical installation shall include for the supply of the whole of the materials and the work of fixing, necessary for the complete installation. The work shall be carried out in strict accordance with the latest edition of the Regulations for the Electrical Equipment of Buildings issued by the Institute of Electrical Engineers I.E. rules and to the satisfaction of and in accordance with rules, regulations, and requirements of the supply company and the Fire department all to the entire satisfaction of the **Architect/ Bank.**

The positions of all points and equipment shown on the drawings shall be assumed to be correct for the purposes of tendering, but it is the main contractor's responsibility to check the exact positions on the site before commencing the works.

Seal & Signature of the tenderer

SPECIAL CONDITIONS OF CONTRACT

1. Tenderers shall go through all documents before quoting rates and provide for necessary cost as may be included in either bill or material or specifications.
2. Tender shall be invalid unless all rates are filled in financial bid (accepted in Online Mode only). No arbitrary condition shall be submitted. Tenders shall be signed by all the legal partners of the firm.
4. Each of the tender documents shall be signed by the Tenderer.
5. Work shall be done night (if permitted by Bank) and day without extra charge, if necessary.
6. Tenderer shall provide for stacking of materials in such a way as to facilitate rapid checking of quantities.
7. Materials supplied by Bank if any shall be used only in Bank's work.
8. Contractors shall pay any local charges relating to execution of work.
9. Contractor shall allow for all wastages in the rates.
10. Contractor shall arrange all temporary connections.
11. No extras shall be paid, quantity sheets and drawings both are to be considered jointly and **Architect** is the final authority for the interpretation.
12. Site instruction shall be deemed for proper execution, and shall be carried out without extra charge.
13. Order book with numbered pages shall be kept on site. Contractor shall carry out all instructions properly.
15. All disputes and differences of any kind whatsoever arising out of or in connection with the work order whether during or after completion of contract shall be deemed to have arisen at Agra and only Courts in Agra shall have jurisdiction to determine the same.

16. Signing of the contract:

16.1 The successful Tenderer shall be required to execute an agreement in the proforma attached with this tender document within 7 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Tenderer to sign the agreement within the above-stipulated period. The **Bank** reserves the right to forfeit the earnest money/ security deposit and cancel the contract.

16.2 Until the Agreement is formally signed, the Work Order/ Letter of Acceptance of Tender issued to the successful Tenderer and accepted by him shall be operative and binding on the **Bank** and the Contractor.

Seal & Signature of the tenderer

ANNEXURE ON GST

Registration & GST Rate

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following :-

- a. CENTRAL BANK OF INDIA UTTAR PRADESH: **GSTIN: 09AAACC2498P3ZZ**
- b. HSN Code or Service Accounting Code for supply of goods or services.
- c. Name & address of supplier
- d. GSTIN of Supplier
- e. Consecutive Serial Number & date of issue
- f. Description of goods or services
- g. Total value of supply
- h. Taxable value of supply
- i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
- j. Amount of Tax charged
- k. Place of supply
- l. Address of delivery if different from place of supply
- m. Signature of authorized signatory

6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:-

- i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
- ii. Discharging the GST tax liability to the Government.
- iii. Submission of Tax Invoice to BANK.
- iv. Submission of proof of payment of GST to BANK.
- v. Availment of Input Tax Credit by BANK.

Input Tax Credit

7. In case GST credit is delayed/ denied to BANK, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BANK, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
8. In case vendor delays declaring such invoice in his return and GST credit availed by BANK is denied or reversed subsequently as per GST law, GST amount paid by BANK towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BANK.
9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BANK will not be able to avail the tax credit and will notify the supplier of the same. TENDER DOCUMENT FOR FURNISHING AND ELECTRICAL WORK AT CENTRAL BANK OF

INDIA 43 Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).

10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills. Penalty for Non-compliance of GST Act

11. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor. Other Provision

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

13. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

14. GST payable under reverse charge (RCM) for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by the Bank.

15. The Prices quoted must be exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

Articles of Agreement

(On non-judicial Stamp Paper of reserved value by successful bidder as applicable at place of execution)

Made the ____ day of _____ 2024

Between

CENTRAL BANK OF INDIA.

Business Support Department,

Central Bank of India, Regional Office, Agra,

37/2/4, Kalpnidhi Tower, First Floor

Sanjay Place, Agra,

(U.P.), PIN-282002,

(Hereinafter called "The Employer") of the one part

And

(Hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous of Interior Furbishing, Electrical, Data cabling & Low side Air-Conditioning works at Shamshabad Road Branch

And has caused Drawings, Specifications and Bill of Quantities Showing & describing the work to be done to be prepared by or under the direction of **ARCHITECT'S DEPARTMENT, CENTRAL BANK OF INDIA, ZONAL OFFICE, LUCKNOW.**

And Whereas the Contractor has agreed to execute, subject to the conditions set forth in the Schedule hereto (hereinafter referred to as "**the said Conditions**") the works shown upon the said Drawings and described in the said Specifications and included in the said Bill of Quantities for such sum as may be ascertained to be payable in terms of the Schedule of Quantities and which sum is estimated to be Rs.....
(Rupees..... hereinafter referred to as "**the said Contract Amount**").

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the said sum to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall, subject to the said Conditions, execute and complete the work shown upon the said Drawings and described in the said Specifications and Schedule of Quantities.
- 2) The Employer shall pay the Contractor the said sum or such other sums as shall become payable hereunder at the times and in the manner specified in the said Conditions.
- 3) The term "**Architect**" in the said Conditions shall mean the said **ARCHITECT'S DEPARTMENT, CENTRAL BANK OF INDIA, ZONAL OFFICE, LUCKNOW** or in the event of it being ordered to be or would cease to be or in the event of it being ordered to be or would cease to be the Consultant for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Arbitrator mentioned in the said conditions provided always that no person subsequently appointed to be the Consultants under this Contract shall be entitled to disregard or overrule any previous decision or approval or direction given or expressed by the Consultants for the time being.
- 4) Tender documents containing Notice to the Contractors, Conditions of Contract, and Appendix thereto, General Conditions of Contract, special conditions of the contract, Specifications and Bill of Quantities with the rates entered therein, shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their part.
- 5) This contract is neither a fixed lump sum Contract nor a piece work Contract, but is a Contract to carry out work to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the Conditions.
- 6) The Bank through the Architect, reserves to himself the right of altering the drawings and nature of the work of adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
 - a) The Contractors represent that they have experienced and competent staff which will enable them to ensure proper quality check on the materials, whether brought by the Contractors, and which will ensure that the Contractors will carry out proper tests as required by the Uttar Pradesh State PWD/ CPWD specifications and will supervise the day-to-day working and execution of the Contract works to the satisfaction of the Architect and Bank.
 - b) If the Contractors have any doubt about the quality of any materials or any difficulty in supervision of the day-to-day work, it shall be the duty of the Contractors to report the matter in writing forthwith to Architect and, for the time being, to suspend that portion of the work about which difficulty is experienced, and the Contractors will abide by the direction of the Architect.
 - c) The Contractors are aware that the Architect will not give day-to-day supervision but will periodically supervise and it will be the responsibility of the Contractors to perform their obligations under Sub-Clause (a) and (b) above.
 - d) The Contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the Uttar Pradesh PWD/ CPWD specifications and the term and conditions of this contract and will be of contract quality and description.
- 7) Time shall be considered as of the essence of this Agreement and the Contractor hereby agrees to commence the work soon after the site is handed over to him as provided for in the said conditions and to complete the entire work within **30 DAYS from the date of acceptance of the Contract by vendor** subject, nevertheless to the provisions for extension of time.

- 8) This Agreement and Contract to be deemed to have been made in Agra and any question or dispute arising out of or in any way connected with this Agreement and contract shall be deemed to have arisen in Agra and only the Court in Agra shall have jurisdiction to determine the same.

As witness our hands this _____ day of _____ 2024

Signed by the said

Owner/ Bank

In the presence of:

Witness No.1 _____

Name & Address

Witness No.2 _____

Name & Address

Signed by the said

Contractor

In the presence of:

Witness No. 1 _____

Name & Address

Witness No. 2 _____

Name & Address

SAFETY CODE

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

Seal & Signature of the tenderer

PROFORMA FOR INTEGRITY PACT

{On non-judicial Stamp Paper of relevant value by all participating bidders as applicable at place of execution}

THIS INTEGRITY PACT is made at _____ on this _____ day of _____ 20____

BETWEEN

CENTRAL BANK OF INDIA, a Government of India undertaking, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Chandemukhi, Nariman Point, Mumbai – 400021 amongst others one of its Regional Office, Agra at 37/2/4, Kalpnidhi Tower, First Floor, Sanjay Place, Agra, (U.P.), PIN-282002, (Hereinafter referred to as "**The Bank**", which expression shall, unless repugnant to the meaning or context thereof, deemed to include its successors and assigns);

AND

_____ an Individual/ a proprietor/ a Firm/ a company within the meaning of the Companies act, 2013 having its registered office/ address at _____ (hereinafter referred to as "**Contractor**", which expression shall, unless repugnant to the meaning or context thereof, deemed to include its successors and permitted assigns);

The Bank and the Bidder are hereinafter collectively referred to as "**the Parties**" and individually as a "**Party**".

PREAMBLE

- (A) The Bank 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;
- (B) The Bank intends to award, under laid down organizational procedures, contract for refurbishing work at of a Branch Office situated at Shamshabad Road and for the aforesaid purpose the Bank floated Tender from the interested parties;
- (C) Post evaluation of bids, the Bidder was declared as a successful bidder;
- (D) One of the conditions of TENDER is that the successful bidder is required to sign an Integrity Pact, in a form and manner satisfactory to the Bank;
- (E) Pursuant to the aforesaid condition in TENDER, the Parties enter into this Integrity Pact on the terms and condition stated herein.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER:

Section 1 – Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Bank, personally or through family members, will in connection with the bid / TENDER, 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 Bank will, during the bidding process treat all bidders with equity and reason. The Bank will, in particular, before and during the bidding process, provide to all bidders the same

information and will not provide to any bidders confidential/ additional information through which the bidders could obtain an advantage in relation to the tender process or the contract execution.

- c. The Bank will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the Bank, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions under the applicable service rules.

Section 2 – Commitments of the Bidder(s)

1. The Bidder(s) commit themselves to take all measures necessary to prevent corruption in their dealings with the Bank. They commit to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank'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 what so ever during the tender process or during the execution of the contract.
 - b. The Bidder(s) will not enter into any undisclosed agreement or understanding with other Bidders, 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 cartels in the bidding process.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder undertakes to exercise due and adequate care lest any such information is divulged.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign Banks, if any.
 - e. The Bidder(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.
 - f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Bidder and in the agreement entered into by the Bank with the Bidder.
 - g. The Bidder will not collude with the other parties interested in the contract to impair transparency, fairness and progress of the bidding process, bid evaluation, contracting and execution of the contract.
 - h. The Bidder will not misrepresent facts or furnish false/ forged documents/ information in order to influence the bidding process or execution of the contract to the detriment of the Bank.
 - i. The Bidder will not bring any outside influence through any government bodies/ quarters directly or indirectly on the bidding process in furtherance of his bid.

2. The Bidder(s) will not instigate third persons to commit offences or acts outlined above or are an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(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 Bank is entitled to disqualify the Bidder(s) from the tender process or terminate the contract if already signed for such reason and exclude the bidder from future auction processes. The imposition and duration of the exclusion will be determined by the severity of the transgression.

Section 4 - Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages and other actual damages due to the consequential delay apart from any other legal right that may have accrued to the Bank.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Bidder liquidated damages which will be quantified by the Bank.
3. The Bidder shall not be entitled to claim from the Bank any amounts either as damages or otherwise, on account of termination.

Section 5 - Previous transgression

The Bidder (s) declare that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company, in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprises in India or any government department in India, that could justify bidders exclusion from the tender process. The Bidder makes any incorrect statement on this subject, the Bidder can be disqualified from the tender process.

Section 6 - Equal treatment of all Bidders

1. The Bank will enter into agreements with identical conditions as this one with all Bidders.
3. The Bank 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)

If the Bank obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder, which constitutes corruption, or if the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor/Monitors

1. The Bank 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. He shall report to the MD & CEO of the Bank.

3. The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Bank including that provided by the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality.
4. The Bank will provide to the Monitor information as sought by him which could have an impact on the contractual relations between the Bank and the Bidder in relation to the contract.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the Bank 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.
6. The Monitor will submit a written report to MD & CEO of the Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to MD & CEO of the Bank, a substantiated suspicion of an offence under the relevant anti-corruption laws of India, and the MD & CEO of the Bank 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 Commission, Government of India.
8. The word "Monitor" would include both singular and plural.

Section 9 –Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the bidder one year after the last payment under the contract, and for all other Bidders 3 months after the contract has been awarded.
2. 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 the Bank.

Section 10 - Sanction for Violation

1. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Bank to take all or any one of the following actions wherever required:
 - (i) To immediately call off the pre-contract negotiations without assigning any reason;
 - (ii) To immediately cancel the award/ contract, if already signed, without giving any compensation to the Bidder;
 - (iii) To recover all sums already paid by the Bidder and in case of an Indian Bidder with interest thereon @ 2% higher than the MCLR.
 - (iv) If any outstanding payment is due to the Bidder from the Bank in connection with any other contract for any other purpose, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay the compensation for any loss or damage to the Bank resulting from such cancellation / recession and the Bank shall be entitled to deduct the amount so payable from the monies due to the Bidder.
 - (vi) To debar the Bidder from participating in future bidding processes of the Bank for a minimum period of five years, which may further extended at the discretion of the Bank.

2. The Bank will be entitled to take all or any of the actions mentioned at 1 above of this Pact against the Bidder or anyone employed by it or acting on its behalf for an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
3. The decision of the Bank to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach Independent External Monitor (s) appointed for the purpose of this Pact.

Section 11 - Other Provisions

1. This Integrity Pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Bank i.e. Agra.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder is a partnership or a consortium, this Agreement must be signed by all the partners, consortium members and joint venture partners.
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 intention.
5. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature

(For & on behalf of the Bank)

Office Seal

Name

Designation

Signature

(For & on behalf of the Bidder)

Office Seal

Name

Designation

Witness 1:

(Name & Address)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Witness 2:

(Name & Address)