



सेंट्रल बैंक ऑफ इंडिया
Central Bank of India
क्षेत्रीय कार्यालय अहमदाबाद
Regional Office, AHMEDABAD
तकनीकी एवं वाणिज्यिक बोली
TECHNICAL BID AND COMMERCIAL BID
ऑन लाइन के माध्यम से
IN ONLINE MODE

खुली निविदा दो बोली के माध्यम से
Open Tender IN 2 bid system for

अहमदाबाद स्थित बैंक स्वामित्व वाली 2 तलघर + भूतल + 11 मंज़िला भवन के स्ट्रक्चर एवं सिविल मरम्मत के लिए स्ट्रक्चरल कंसल्टेंट की नियुक्ति हेतु ऑन लाइन मोड के माध्यम से टू बिड सिस्टम में मुहरबंद टेंडर आमंत्रित है.

Online Tender in 2 Bid System for Appointment of Structural Consultant for Structure and Civil Repair of Bank's owned 2 Basement + Ground+ 11 Storied Building at Ahmedabad.

Address of SITE: - Central Bank of India Building, Opposite Sidi Saiyyed Mosque ,Lal Darwaza, Ahmedabad.

Name of the Tenderer:

Address:

Last Date of submission of Tenders: 10.02.2026 Up to 2.00 PM
Pre-Bid Meeting of Tender – 02.02.2026 11:30 AM

S/d

Regional Head
Regional Office Ahmedabad ,
4th Floor Central Bank of India Building Lal Darwaza, Ahmedabad
Mail ID- gadahmero@centralbank.co.in
Mobile no.- 079-69226016

DETAILS OF OUR IEM:

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दूरभाष Contact no. 9911178856

नाम /NAME: श्री निर्मल आनंद जोसफ देवा/ Shri Nirmal Anand Joseph Deva
मेल /MAIL ID: meghanadeva2022@gmail.com
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TABLE OF CONTENTS

SR.NO.	PARTICULAR	PAGES
1	NOTICE INVITING TENDER	3
2	ELIGIBILITY CRITERIA	5-6
3	APPENDIX REFERRED TO IN THE GENERAL CONDITIONS	8
6	FORM OF TENDER	9
7	BROAD SCOPE OF CONSULTANCY WORK	10-16
8	GENERAL INSTRUCTION TO CONTRACTOR	17-19
9	GENERAL CONDITIONS OF CONTRACT	20-33
10	ADDITIONAL TERMS AND CONDITIONS	34
11	SAFETY CODE	35
12	FORM OF AGREEMENT	36-37
13	Instructions to Bidders – e tendering	38-43
14	UNDERTAKING	44
15	APPLICATION FORM	45-47
16	DECLARATION	48
17	ANNEXURE A (List of all Building Structure repair consultancy works completed during last Five years)	49
18	ANNEXURE B (Annual turnover for the last three years)	50
19	ANNEXURE C (Key Personnel Employed in the Office)	51

CENTRAL BANK OF INDIA**TENDER NOTICE**

अहमदाबाद स्थित बैंक स्वामित्व वाली 2 भूतल + 11 मंज़िला भवन के स्ट्रक्चर एवं सिविल मरम्मत के लिए स्ट्रक्चरल कंसल्टेंट की नियुक्ति हेतु ऑन लाइन मोड के माध्यम से टू बिड सिस्टम में मुहरबंद टेंडर आमंत्रित है। महत्वपूर्ण तारीख, टेंडर जमा करने की प्रक्रिया, पात्रता शर्तें एवं निर्देश निम्नलिखित हैं-

Online Tender in 2 Bid System for Appointment of Structural Consultant for Structure and Civil Repair of Bank's owned 2 Basement + 11 Storied Building at Ahmedabad.

Important dates, mode of submission and Eligibility criteria and instructions are as under-

जारीकरण/ Issuance	<p>टेंडर फॉर्म निम्नलिखित वेबसाइट पर उपलब्ध रहेगा</p> <p>1) https://centralbank.abcpocure.com/EPROC और</p> <p>2) www.Centralbankofindia.co.in पर 20.01.2026 से उपलब्ध होगा।</p> <p>Tender forms will be available on following website</p> <p>1) https://centralbank.abcpocure.com/EPROC</p> <p>2) www.Centralbankofindia.co.in from 20.01.2026.</p>
टेंडर जमा करने की अंतिम तारीख/ Last date for submission of the Tenders/	10.02.2026 upto 2.00 PM
बोली -पूर्व बैठक /Pre-Bid Meeting	02.02.2026 -चौथा माला, बिज़नेस सपोर्ट डिपार्टमेंट, सेंट्रल बैंक ऑफ इंडिया बिल्डिंग, सिदी सैय्यद मस्जिद के सामने अहमदाबाद . /4 th floor Business Support Department, Central Bank of India Building, Opposite Sidi Saiyyed Mosque, Ahmedabad.
टेंडर फॉर्म का मूल्य /Cost of tender	<p>Rs.500.00 जिसे खाता संख्या 3001456541, सेंट्रल बैंक ऑफ इंडिया, IFSC - CBIN0250546, में एनईएफटी/आरटीजीएस/बैंक की lal darwaza शाखा के माध्यम से जमा करना है।</p> <p>Rs.500.00 to be deposited in Account no. 3001456541, Central Bank of India, Lal darwaza, IFSC - CBIN0250546, through NEFT/RTGS/Bank Lal darwaza Branch.</p> <p>Exemption /छूट- एम. एस. एम. ई. पंजीकरण प्रमाणपत्र की फोटोकॉपी संलग्न करने पर एम. एस. एम. ई. पंजीकृत ठेकेदारों को छूट दी गयी है/On Attachment of photocopy of MSME registration Certificate, MSME registered vendors are exempted.</p>
टेंडर जमा करने की प्रक्रिया / Mode of submission of Tender/	<p>1) तकनीकी बोली -</p> <p>तकनीकी बोली सिर्फ ऑन लाइन माध्यम द्वारा ही स्वीकार की जायगी . बैंक द्वारा तकनीकी बोली की हार्ड कॉपी स्वीकार नहीं की जायगी.</p> <p>बोलीदाता को सख्ती से इलेक्ट्रॉनिक माध्यम रूप में बैंक के ई-प्रॉक्यूरमेंट सिस्टम https://centralbank.abcpocure.com/EPROC पर अपनी बोली प्रस्तुत करना</p>

	<p>आवश्यकता है. सभी बोलीदाताओं को क्लास II या क्लास III डिजिटल ई-टोकन प्राप्त करने की आवश्यकता है. जिनमें दो प्रमाणपत्र होते हैं (एक हस्ताक्षर/सत्यापन के लिए और दूसरा एक्रिप्शन /डिक्रिप्शन के लिए). कृपया विवरण और पंजीयन के लिए <u>Instructions to Bidders – e tendering</u> देखें.</p> <p>ई-प्रॉक्यूरमेंट सिस्टम में बोली बंद होने के समय के बाद प्राप्त बोली बिना किसी कारण के सरसरी तौर पर खारिज कर दी जायगी.</p> <p>ऑनलाइन तकनीकी बोली - इसमें टेंडर मूल्य और बयाना राशि के एनईएफ़टी/आरटीजीएस संख्या/बैंक शाखा की काउंटर स्लिप ,एम. एस. एम. ई. पंजीकरण प्रमाणपत्र, विधिवत हस्ताक्षरित टेंडर पेपर, जी एस टी नंबर, पेन कार्ड ,लोकल एड्रेस प्रूफ , वर्क ऑर्डर की कॉपी , समान कार्य के कंप्लीशन सर्टिफिकेट, तीन सालों के टर्न ओवर के प्रमाण पत्र और <u>पात्रता शर्तों के संबंधित सारे दस्तावेजी प्रमाणपत्र</u>, अपलोड करने हैं.</p> <p>2) वित्तीय बोली –</p> <p>वित्तीय बोली सिर्फ ऑन लाइन माध्यम द्वारा ही स्वीकार की जायगी . बैंक द्वारा वित्तीय बोली की हार्ड कॉपी स्वीकार नहीं की जायगी.</p> <p>ई-प्रॉक्यूरमेंट सिस्टम में बोली बंद होने के समय के बाद प्राप्त बोली बिना किसी कारण के सरसरी तौर पर खारिज कर दी जायगी.</p> <p>1) Technical Bid</p> <p>Technical bid are accepted in Online mode only. No hard copies of Technical bids will be accepted/ evaluated by Bank.</p> <p>Bidders are required to strictly submit their bids in electronic form using the e-procurement system at https://centralbank.abcprocure.com/EPROC of the Bank. All the bidders are required to procure class II or Class III Digital E-token having two certificates (one for Signing/ verification and another for Encryption/ Decryption). Please follow <u>Instructions to Bidders – e tendering</u> mentioned herein the document for details and registration process.</p> <p>Online Technical Bid: NEFT nos./RTGS nos./Bank Branch counter slip details of tender fees and EMD or MSME registration certificate, duly signed tender papers, technical bid, GST no., PAN, local address proof. Copy of work orders, completion certificates of similar type of works, three year turn over certificate and all documentary evidence fulfilling eligibility criteria, integrity pact and other required documents.</p> <p>Commercial Bid-</p>
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	<p>Commercial bids are accepted in Online mode only. No hard copies of Commercial bids will be accepted/ evaluated by Bank.</p> <p>Bids received after closing time of the bid in the e-procurement system are summarily rejected without any reasons.</p>
<p>तकनीकी बोली खुलने की तारीख /date of Opening of technical bid</p>	<p>10.02.2026 upto 4.00 PM</p>
<p>बिल्डिंग मरम्मत कार्य की अनुमानित लागत /Estimated cost of Building repair work</p>	<p>Rs. 1,41,91,133.00 + GST</p>
<p>Eligibility Criteria/पात्रता शर्तें</p>	<ol style="list-style-type: none"> 1) बिडर कोइ कंपनी/निगम/नियाम/ट्रस्ट /रेजिस्टर्ड फ़र्म/भारत में निगमन हो सकता है जो निम्नलिखित पात्रता को पूरा करती हो. पात्रता के संबंधित दस्तावेजी प्रमाणपत्र जमा करना अनिवार्य है. किसी भी रूप में संयुक्त उपक्रम या संघ को अनुमति नहीं है. The bidder can be a company/ corporation/trust/firm registered/ incorporation in India fulfilling the following criteria and must submit documentary evidences. Joint venture or consortium in any form is not allowed. 2) बिडर को बिल्डिंग मरम्मत कंसल्टेंसी सेवा क्षेत्र में 5 या उससे अधिक साल का अनुभव होना चाहिए। Bidder should have 5 years' experience in the field of Consultancy services of building repairs. 3) पिछले 03 वर्षों के दौरान औसत वित्तीय टर्नओवर, अनुमानित Rs. 2.5 लाख हो प्रारूप अनुलग्नक B में दिया गया है. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 2.5 lacs. Format enclosed in Annexure B 4) बिडर ने पिछले माह की समाप्ति तक 5 वर्षों के दौरान बिल्डिंग मरम्मत क्षेत्र कंसल्टेंसी सेवा का सफलतापूर्वक समापन करने का अनुभव हो. प्रारूप अनुलग्नक A में दिया गया है. In last 5 Years ending last day of previous month, Bidder Should has successfully completed work in the field of Consultancy services for repairing of Building. Format enclosed in Annexure A. <p>4.1) "इसी प्रकार के पूरे किए गए 3 (तीन/three) कार्य जिसकी लागत अनुमानित</p>

	<p>लागत के 40% से कम न हो /similar 3 work completed works" Project costing not less than the amount equal to 40% of the estimated cost</p> <p>अथवा/ OR</p> <p>4.2) "इसी प्रकार के पूरे किए गए 2 (दो/Two) कार्य" जिसकी लागत अनुमानित लागत के 50 % से कम न हो/ similar 2 work completed works" Project costing not less than the amount equal to 50% of the estimated cost</p> <p>अथवा/ OR</p> <p>4.3) "इसी प्रकार के पूरे किए गए (एक/one) कार्य" जिसकी लागत अनुमानित लागत के 80 % से कम न हो "similar 1 work completed work" Project costing not less than the amount equal to 80% of the estimated cost.</p> <p>नोट:</p> <ol style="list-style-type: none"> 1) समान कार्य का मतलब है ऐसे कार्य जिसमे बिडर ने बिल्डिंग मरम्मत क्षेत्र कंसल्टेंट्स सेवा दि गयी हो. 2) उक्त बताए गए कार्यों मे ठेकेदार ने केंद्र/राज्य/औटोनोमस बॉडी/पब्लिक सैक्टर इकाई / पब्लिक सैक्टर बैंक / पब्लिक सैक्टर वित्तीय संस्था/शासकीय शिक्षा संस्था मे किया गया हो. 3) उक्त बताए गए कार्यों मे केंद्र/राज्य/औटोनोमस बॉडी/पब्लिक सैक्टर /बैंक /वित्तीय संस्था/शासकीय शिक्षा संस्था द्वारा दिये गए कंप्लीशन सर्टिफिकेट ही मान्य किए जाएंगे. <p>Notes:</p> <ol style="list-style-type: none"> I. Similar works means the consultant should have rendered Consultancy services for repairs of buildings. II. Out of the above said completed works, the contractor should have completed in Central / State Govt. / Autonomous Body / PSU / PSU Bank / PSU Financial Institutions / Govt. Educational institutes etc. III. Completion certificate issued by Central / State Govt. / Autonomous Body / PSU / PSU Bank / PSU Financial Institutions / Govt. Educational institutes etc. shall only be considered. <p>5) पैन, गुड्स एंड सर्विस टैक्स पंजीकरण नंबर हो. Must have valid PAN and GST registration numbers.</p>
संपर्क अधिकारी /Contact Officer	<p>श्री राजेश कुमार (वरिष्ठ प्रबंधक)/Shri Rajesh Kumar (Sr. Manager)</p> <p>Contact no. 8638897851</p>

- I. बिना टेंडर फीस की तकनीकी बोली या एम. एस. एम. ई. पंजीकरण प्रमाणपत्र की फोटोकॉपी अपलोड नहीं किए जाने पर की तकनीकी बोली को तत्काल निरस्त कर दिया जायगा.
 Technical Bids without uploading of tender fee details or without uploading of MSME registration certificate will be summarily rejected.
- II. टेंडर सिर्फ ऑन लाइन माध्यम से ही स्वीकार किए जायेंगे.
 Tender shall be accepted through online Mode.

- III. पात्रता शर्तों को पूरी करने वाले कंसल्टेंट की ही वित्तीय बोली खोली जायगी.
Price bids of the consultant fulfilling eligibility criteria shall be opened.
- IV. नियत समय के पश्चात प्राप्त टेंडरों को स्वीकार नहीं किया जायगा.
Tender received after the last date for submission will not be considered.
- V. बिना सील किए टेंडर को निरस्त किया जायगा.
Unsealed tenders received are liable for rejection.
- VI. कम्प्यूटर हार्डवेयर, इंटरनेट कनेक्टिविटी, सर्विस प्रोवाइडर या अन्य तकनीकी समस्याओं के लिए बैंक जवाबदार नहीं रहेगा.
Bank is not responsible for any failure of computer hardware, internet connectivity, service provider or any technical problems.
- VII. यदि बैंक इस टेंडर के बारे में कोई परिशिष्ट, संशोधन, शुद्धिपत्र जारी करता है तो वह इस टेंडर का हिस्सा होगा और उसे बैंक की वेबसाइट पर प्रकाशित किया जायगा. यह बोलीदाता की ज़िम्मेदारी है कि वह हमारे बैंक की वेबसाइट पर जारी किए गए परिशिष्ट, संशोधन, शुद्धिपत्र की जानकारी लेते रहे.
Addendums/Amendments/Corrigendum issued if any to this NIT/ Tender Document shall be part of this tender NIT/Tender Documents and shall be published in our web sites specified above. It is Bidders responsibility to keep themselves updated on any such Addendums/Amendments/Corrigendum published on our Bank's website.

Regional Head / क्षेत्रीय प्रमुख

Regional Office AHMEDABAD/ क्षेत्रीय कार्यालय अहमदाबाद

4th Floor Central Bank of India Building Lal Darwaza, Ahmedabad

चौथा माला, सेंट्रल बैंक ऑफ इंडिया बिल्डिंग लाल दरवाजा अहमदाबाद .

<u>APPENDIX REFERRED TO IN THE GENERAL CONDITIONS</u>		
1.	Defects liability period	12 Months from the date of issue of virtual completion and handing over the site to Bank
2.	Date of commencement	Immediate on receipt of work order./ Handing over the site.
3.	Date of Completion	As mentioned in Broad Scope of Work.
4.	Payment Terms	As mentioned in Broad Scope of Work.
5.	Expenses towards obtaining permission from Municipal Corporations/ Authorities /Heritage Authorities etc. for building repair works.	All inclusive in fees quoted by Consultant in financial Bid.
6.	Retention money for defects liability period	5% of the total quoted fees.
7.	Liquidated damages for non-completion of work within stipulated period.	0.25% per day subject to maximum of 10% of contract value.
8.	Validity of the Tender	90 days from the last date of opening of the Tender.
9.	Deduction	1. Income Tax at source as per Income Tax Rules Sales Tax /GST/ Works Contract Tax/ Commercial Tax as applicable in the statement. 2. Cess applicable as per the local rules 3. Any other Levy/Cess/Tax to be deducted at source by law.
10.	Period for honouring Satgewise payment	30 working days after the submission of the satisfactory work by Committee/Bank's civil engineer.
11.	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.
12.	Extra Items	Fees quoted in tender are all inclusive. No additional charge/fee shall be entertained.

FORM OF TENDER

To / प्रती

Regional Head / क्षेत्रीय प्रमुख

Regional Office Ahmedabad/क्षेत्रीय कार्यालय अहमदाबाद

Central Bank of India/ सेंट्रल बैंक ऑफ इंडिया

Dear Sir/ आदरणीय श्रीमान

With reference to the tender invited by you for the Building Repair Consultancy service. I/We hereby offer to execute the work under contract at the respective rates mentioned in the Financial Bid.

आपके द्वारा कार्य हेतु आमंत्रित निविदा के संदर्भ में मैं/हम एतद्वारा फानांसियल बीड में उल्लिखित मात्राओं की संबंधित दरों पर अनुबंध के तहत कार्य निष्पादित करने का प्रस्ताव करता हूँ/करते हैं।

I/We have seen the site/building and understood the scope of Works, general conditions of contract, etc. मैंने/हमने साइट/बिल्डिंग देखी है एवं स्कोप ऑफ वर्क्स, सामान्य निर्देश, अन्य शर्तों को समझ लिया है।

I/We know that your building is located within **100 mtr. of Sidi Saiyyed Mosque Ahmedabad**, which is a Centrally Protected Monument notified by **Archeological Survey of India**. Consequently any repair, renovation activity at your building requires prior permission from Competent Authorities under the ACT, ASI Authorities, and Local Authorities etc.

मैं/हम यह जानते हैं कि आपकी बिल्डिंग **सिदी सैय्यदमस्जिद से 100 मिटर की दूरी के अंदर में है**, जो भारतीय पुरातत्व सर्वेक्षण द्वारा नोटिफाई किया गया एक सेंट्रली प्रोटेक्टेड स्मारक है। इसलिए आपकी बिल्डिंग में किसी भी रिपेयर, रेनोवेशन या कंस्ट्रक्शन एक्टिविटी के लिए अधिनियम के तहत सक्षम प्राधिकारी, भारतीय पुरातत्व सर्वेक्षण प्राधिकारी, स्थानीय अधिकारियों इत्यादि से पूर्व मैं अनुमति प्राप्त की आवश्यकता होती है।

I/We have agreed to obtain all permission from concerned Competent Authorities under the ACT, Heritage ACT/Authorities Municipal Corporations of Ahmedabad/Authorities, etc. related to building repairs at my/our own cost.

मैं/हम अपनी लागत पर बिल्डिंग मरम्मत कार्यों से संबंधित अधिनियम के तहत सक्षम प्राधिकारी, हेरिटेज प्राधिकरण/ अधिनियम, अहमदाबाद नगर निगम/ प्राधिकरण, , इत्यादि से सभी अनुमति प्राप्त करने के लिए सहमत है।

I/We know all the rules related to building repairs of Municipal Corporations/Authorities /Heritage Authorities etc. of Ahmedabad and we will ensure the compliances of the same. If any violation is being done during execution of the work then all the penalties if imposed by any civil authorities, same will bear by us.

मैं/हम अहमदाबाद नगर निगम/ प्राधिकरण/ हेरिटेज प्राधिकरण इत्यादि के सभी नियमों को जानते हैं और हम उसी का अनुपालन सुनिश्चित करेंगे। यदि कार्य के निष्पादन के दौरान कोई उल्लंघन किया जाता है तो किसी भी प्राधिकरण द्वारा लगाया गया जुर्माना हमारे द्वारा वहन किया जाएगा।

I/we do hereby agree that the stage wise consultant fee shall be forfeited by the bank in event our tender is accepted & I/We fail to execute the contract when required to do so.

मैं/हम एतद्वारा सहमत हूँ/हैं कि यदि हमारी निविदा स्वीकार कर ली जाती है और यदि मैं/हम अनुबंध को निष्पादित करने में विफल रहते हैं, ऐसी स्थिति में बैंक द्वारा स्टेजवाइज दी जानेवाली कंसल्टेंट फीस जब्त कर ली जाएगी।

I/we understand that you are not bound to accept the lowest or any other tender that you received.

मैं/हम जानते हैं कि आप प्राप्त न्यूनतम या किसी अन्य निविदा को स्वीकार करने के लिए बाध्य नहीं हैं।

Yours faithfully/ भवदीय

Signature of Consultant / कंसल्टेंट के हस्ताक्षर

BROAD SCOPE OF CONSULTANCY WORK AND PAYMENTS

1) Pre-repair/Planning Stage

- Assessment of damages of RCC members. Bank has already conducted Structural Audit of Building. Consultant has also to refer Structure Audit finding while assessment of building.
- Taking Bank's instructions, studying the specific requirements related to the civil repairing of building.
- Finding the probable causes of damages, seepage / leakages in the building and their remedial measures.
- Examine existing drainage, rainwater, clear water pipelines, toilets and overhead tank etc. plumbing system of building and suggest modifications to avoid further leakage seepages.
- Beatification work of building front and sides through LED lights.
- Preparation of as Built Drawings including Site Plan, Floor Plans, Sections, Elevations to a suitable scale and submitting four Sets of Hard Copies and corresponding Soft Copies, (Auto Cad and PDF versions).
- Prepare drawings, necessary for submission to statutory bodies related to the heritage building refurbishment, for sanction and assist and advise the Bank on formalities necessary for the approval of such drawings.
- Submitting a proper program chart/Bar Charts incorporating all the activities required for the completion of the proposed work well in time. The program should also include various stages of services to be done by the Consultants in co-ordination with the Bank.
- Submitting required drawings to the Municipality and other local authorities and assist contractor to obtaining their approval wherever required.
- Preparation of detailed report based on examination of building, visual inspection and suggesting/ phasing out priority wise repair/ remedial and retrofitting measures supported by photographs wherever necessary.
- Preparation of specification, detailed estimate for proposed structural repairs/ restoration, rectification work, civil works, plumbing works, exterior painting, interior painting, civil works, aluminium windows works, external decorative lighting or any building related work assigned to the consultant with rate analysis.
- Discussing with the Bank for finalization of estimates and preparing report on the scheme to enable the Bank to take a final decision on the sketch designs (if required) and estimates.
- Preparing detailed tender documents for the work complete with articles of agreement, special conditions, conditions of contract, specifications, bill of quantities including detailed analysis of rates based on market rates, time and progress charts, etc.

2) DURING CONTRACTOR TENDERING AND REPAIR WORK.

- Assist Bank to Inviting tenders assessment reports thereon, together with recommendations specifying abnormally high and low rated items. Preparing contract documents for all trades and getting them executed by the concerned contractors. (All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not. When conditions are not susceptible to evaluation, the alternative procedure of calling all the tenderers for negotiation and asking

them to submit a final bid based on the terms and conditions acceptable to the Bank may be adopted.)

- Preparing for the use of the Bank and the contractor 2 copies of contract documents including all drawings, specifications and their particulars.
- Preparing such further details and drawings as are necessary for proper execution of the work.
- **STATUTORY NOC, PERMITS, LAWS AND REGULATIONS AT CONSULTANT'S OWN COST: Our building is located within 100 mtr radius of Sidi Saiyed Mosque which is a Centrally Protected Monument notified by Archaeological Survey of India.** It shall be sole responsibility of the Consultant to obtain all necessary permissions, clearance or No Objection Certificate (NOC), Permits from the Archaeological Survey of India (ASI), Competent Authority under the ACT/Heritage ACT, other related Competent Authority under the ACT, local municipal or heritage conservation authorities and any other statutory body as may be required in connection with the proposed repair renovation, or restoration works. All such permission and approvals shall be obtained at the **Consultant's own cost**, and no separate payment shall be made by the Bank on this account.

The consultant shall give necessary notices and comply with the local regulations, Archaeological Survey of India (ASI), Heritage regulation, laws, and ordinances rules, or any other relevant approval/NOC applicable for execution of work. If the consultant performs any act, which is against the local law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Bank against any legal actions arising there from. The rates quoted by the consultant are inclusive of obtaining such approval(s) department including obtaining permission/NOC from ASI, Heritage department or any other relevant approval/NOC applicable for execution of work and nothing extra beyond quoted fees shall be paid to the consultant on this account.

PENALTY OR FINE BY AUTHORITIES: In the event of any penalty, fine, or monetary liability being imposed upon the Bank by any statutory (Including ASI Municipal Corporation or heritage department) arising out of non-compliance with applicable laws, rules, or failure to obtain requisite permissions or NOCs, the same shall be recovered in full from the consultant's fees.

RESPONSIBILITY FOR DELAYS OR STOPPAGE: In the event that the concerned civil, municipal, heritage ,or archaeological authorities halts suspends or delays the execution of work due to non-availability or delay in obtaining such statutory approvals, the consultant shall be held fully responsible for the same.

LIABILITY FOR IDLE CHARGES: Any idle charges, claims or financial loss raised by the contractor on account of such stoppage, delay, or suspension attributable to non-compliance or failure on the part of the Consultant to secure necessary permissions shall be borne entirely by the consultant. The Bank shall have the rights to recover such amount from the Consultant's fees or any other dues payable under this Contract.

- **DEPLOYMENT OF SITE SUPERVISIOR:** The consultant shall deploy **2 full time site supervisors** at the project site for the entire duration of work. The site supervisor shall be responsible for daily supervision, quality control, coordination with the contractor and ensuring that the work is executed as per instructions and of the consultant and client. (Details to be mentioned in Annexure D)

Qualifications and experience of site supervisor are as under –

- 1) Minimum Qualification -Diploma Civil Engineer from a recognized institution/College.
- 2) Nos. of Engineer - **2 nos. (Minimum)**
- 3) Experience - **Minimum Five (5) years'** Site Experience in **building repair or building construction work.**

Attendance requirement- The site supervisor shall be present at the site for a minimum of 21 calendar days of a month from start of work execution. The Consultant shall maintain and submit attendance

record of the site supervisor duly verified by the Bank.

Penalty for non-Compliance- In case of absence of the site supervisor from the site for any day beyond the permissible limit or found negligent in supervision, a penalty of **Rs.5000.00 (Rs. Five thousand)** per day/per engineer shall be imposed. The amount shall be deducted from the Consultant's fees.

Expenditure- Consultant Fee is including engineer's salary, accommodation charges, out of pocket expenses including conveyance charges towards site etc. No any charges shall be paid by the Bank.

- **CONSULTANT SITE VISIT AND REVIEW MEETING –**

Mandatory Visit – The consultant shall conduct a joint site visit and reviews meeting at **thrice a month (minimum 10 days interval)** during the entire execution period of the work. The visit shall include detailed inspection of on-going works, review of workmanship, quality of material, verification of measurement and assessment of progress against the approved work schedule. Site meeting also include work program and resource planning for the succeeding **10 days.**

However in in case of unavoidable circumstances, the consultant may depute a competent and duly authorized representative with Minimum Graduate **Civil Engineer or Architect** with at least 5 years of experience related to building repairing or construction works with prior written approval from Bank. Such deputation shall not be permitted for **more than 25%** during entire repairing project.

Penalty for non-Compliance – In the event Consultant fails to attend the site within stipulated 10 days interval without intimation and approval of the Bank, a penalty of **Rs. 20,000.00** per default (**Rs. Twenty thousand per default**) shall be levied and deducted from the consultant's fees.

Exception Clause – In case the scheduled meeting falls during a declared holiday or when the Bank office is engaged in essential or urgent official's duties, the Bank shall inform the Consultant in advance and the visit may be rescheduled within the subsequent 7 days without attracting penalty.

No traveling allowance (T.A), daily allowance (D.A) or any other allowance shall be paid to the Consultant for visit to the Site/Regional office Ahmedabad of the Bank.

- **MONTHLY SITE VISIT OF STRUCTURE ENGINEER LICENSE REGISTERED WITH GOVERNMENT CIVIL BODIES – (Tie up arrangement with Structure Engineer licensed registered with government civil bodies is allowed.)**

Mandatory Visit – The consultant at own his cost engage the services of a Structural Engineer licensed registered with government civil bodies and arrange for site visits as specified below for review, guidance and recommendations related to on-going and proposed repairing works at the interval of **once in a month (30 days interval).** The services requirement is as under –

During Estimation/BOQ stage – The Structure engineer shall carry out at least one site visit during the estimate preparation stage. The visit shall include examination of the existing condition of the building/structure. The structure engineer shall recommend suitable repairing techniques, materials and methodologies which shall be duly incorporated in the detailed estimate and specifications.

During execution period of work – The Structure engineer shall carry out at least one site visit during the execution period. During the visit structure engineer verify proper application of repair materials, quality of materials, workmanship. Providing technical guidance and recommendations on issues raised during execution of repair works.

Completion of repairing works: - Issuing certificate of satisfactory work completion with enhancement of probable service life of the building.

Penalty for non-Compliance – In the event Consultant fails to arrange the site of Structure Engineer within stipulated monthly interval without intimation and approval of the Bank, a penalty of **Rs.**

20,000.00 per default (**Rs. Twenty thousand per default**) shall be levied and deducted from the consultant's fees.

Exception Clause – In case the scheduled meeting falls during a declared holiday or when the Bank office is engaged in essential or urgent official's duties, the Bank shall inform the Consultant in advance and the visit may be rescheduled within the subsequent 7 days without attracting penalty.

No additional payment for Structural Engineer visits – No separate payment of any kind shall be made by the Bank towards fees, traveling allowance, lodging, boarding, conveyance or any other expenses incurred for site visits of Structure Engineer.

- **QUALITY CONTROL:** The Consultant has to assuming full responsibility for supply of materials and proper execution of all work by contractors.
- **PROJECT SUPERVISION** – Day to day supervision of all on-going civil repair and retrofitting work as well for buildings in order to ensure that the work at site proceeds in accordance with the quality, workmanship, contract documents/ drawings and to exercise time and quality controls.
- The Consultant has to carry out periodic supervision of works executed by the contractor and submit weekly/fortnightly work execution report to the Bank.
- The Consultant has ensured the quality of material and workmanship of work under execution as per tender specifications.
- Architect/ Consultant shall not authorize any deviations or substitutions in the work without working out the financial implication, if any, to the Contractor and without obtaining prior approval of the Bank.
- **MEASUREMENT AND BILL CERTIFICATION-**
- Consultant take joint measurements along with contractor
- Checking Contractor's bills, issuing periodical certificates for payments, and passing and certifying accounts, so as to enable the Bank to make payments to the Contractors and adjustments of all accounts between the Contractors and the Bank. Consultant shall assume full responsibility for all measurements certified by them in a recommended certification proforma decided by the Bank.
- **COORDINATION WORK** – Consultant maintain regular and proper co-ordination between the Bank and the contractor.
- Fortnightly reporting of the progress of work with respect to the plan to the client, identifying problems and issues and corrective action taken.
- Conducting progress review meetings at site, fortnightly along with the Bank and the contractor.
- The Consultant has to attend weekly/fortnightly or urgent meeting called by the Bank officials for discussion of progress report of work, suggestion, project coasting etc.
- The Consultant has submitted the progress report of the works being executed on fortnightly basis for review of the Bank
- Assist / instruct contractor to follow-up of laid down guidelines of local civil/heritage authorities for repairing works, disposable of debris, safety norms etc.
- The Consultant shall be wholly and solely responsible for the successful completion of the work in all

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respects consistent with safety and structural stability from the inception up to the handing over for occupation to the Bank.

- The Consultant shall assist the Bank in all arbitration proceedings between the contractors and the Bank and also defend the Bank in such proceedings.
- Any other services connected with the work usually and normally rendered by the Consultant, but not referred to herein above.
- Issue of work completion certificate.

D. Post Repair.

- i. Preparation of Checklist and checking before handover of site.
- ii. Checking of building support system restoration.

Notes-

The Bank's project may come under Technical Audit by the Chief Technical Examiner's (CTE) Organisation of Central Vigilance Commission as well as Reserve Bank of India. The Consultant / Architectural Firm will assist the Bank in submission of reply to CTE's , if any and compliance of their observations.

The list of duties mentioned above is only indicative and the Consultant Firm will have to assume full responsibility for completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workmanlike manner in all respects till its occupation within the agreed time schedule and cost by following laid norms/procedure/guidelines of Bank and CVC in an open and transparent manner to the satisfaction of the Bank and towards achieving this goal whatever is required to be done will have to be arranged by the Architect cum Consultant / Architectural Firm with the approval of Bank

TIME SCHEDULE FOR ASSIGNMENTS

Following time schedule shall be generally followed by the Consultant for his important stages of consultancy assignment unless otherwise specified separately according to nature of the work:

Sr.	Stages of Assignment	Time Schedule
1	First Meeting with Bank for instructions, requirements and priority of Bank related to repair work of building.	Within one week of issue of Work Order
2	Submission of preliminary report after first meeting.	Within 7 working days
4	Submission of final report detailed estimation, draft tender document with BOQ and drawings	Within 7 days working days
5	Scrutiny of Tender Documents. Technical and Price Bid.	Within 7 days of opening of Tender
6	Submission of progress report of the project	Every 15 days
7	Review meeting of the project with contractor, consultant and Bank's Engineer	Every 15 days
8	Certification of RA Bill of the contractor	Within 7 days of submission of RA Bill by the contractor.
9	Certification of Final Bill of the contractor and submission of work completion certificate.	Within 21 days of submission of Final Bill by the contractor

STAGES OF PAYMENTS-

S/N	Stage of Work	Payment percentage	Cumulative
1.	Stage upto submission of Tender for repair works.	20% of fees	
2.	Obtaining approval from Archaeological Survey of India, Heritage Authorities, Competent Authority under the ACT Municipal Corporation Ahmedabad and all other related Authority.	30% of fees	
3.	Certification of 1 st Running Bill	40% of fees	
4.	Certification of 2 nd Running Bill	65% of fees	
5.	Certification of Final Bill along with issue of work completion/ building safety certificate.	95 % of fees	
6.	On completion of Defect Liability Period	100% of fees	

- Payment shall be considered only after completion of all the required services/works for achieving the stages mentioned in the broad scope of work. The Payment of the consultant's bill is subject to the Bank's satisfaction.
- Penalty related to absence of Consultant's engineer and Consultant fortnightly visit shall be deducted during payment of consultant fees.
- Total amount of fees/charges will be on the basis of final bills paid to various contractors only & No other charges will be paid over & above the accepted fees
- No deduction shall be made from the fees of the consultant on account of liquidated damages, penalty, arising out of delay to the project, part rates or other sums withheld from payment, provided the delay is not on account of, or attributable to, consultant.
- Income tax shall be deducted at source from the bills of the consultant at the prevailing rate.
- GST shall be paid extra by the Bank, as applicable.
- When the work is executed wholly or in part with old materials or the bank provide labour or carriage, the percentage of fees shall be calculated as if the contractor supplying all labour and new materials and the contractor had executed the work wholly.
- The cost of the project shall be the final contract value of the building work as calculated on amount paid to the contractor on the accepted tender of the contractor, including the cost of structural, sanitary, plumbing and electrical work, sanitary fittings, on all items on consultant had rendered professional services.

In case only a part of the project is continued beyond any stage, the deductions for payment made against earlier stages shall only be in respect of proportionate cost of the said part of the project.

- **REIMBURSEMENT OF EXPENSES** - Bank will not reimburse the consultant and their staff for any expenses towards conveyance, lodging and boarding expenses for visit to the site or such any other place as may be necessary in connection with the execution of work and in connection with performance of duties referred to in this agreement.
- **LIQUIDATED DAMAGES** - In the opinion of Bank, if any delay in execution is attributable to the fault or any act of commission/omission of the Consultant, Bank shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees per week (7 days) of delay. Total recoveries on account of delays and / or any other loss or damage caused to the Bank due to defective / faulty supervision on part of Consultant shall be limited to maximum of 10% of total fees payable on entire actual work, for which the Consultant's services are availed by Bank. The decision of Bank in this matter, shall be final and binding on the Consultant. The Bank shall, however give to the consultant an opportunity of being heard.

- **DISPUTE RESOLUTION-** In the event of any dispute , difference or question arising out of the agreement with the bidder the same shall be referred to the arbitration of a sole arbitrator appointed by Bank. The Arbitration and Conciliation Act,1996 or any statutory modification thereof shall be applicable to the arbitration. The arbitration proceedings shall be held at Ahmedabad. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding upon the parties. The award of the arbitrator shall be final and binding upon the parties and under no circumstances the work should not be stalled.
- **INDEMNITY:** The bidder shall keep the Bank indemnified; saved and held harmless, from the costs and consequences of an intentional breach of any provisions of this contract, including any legal costs and expenses that Bank may incur in protecting and / or defending itself and also claims of third party.
- **RECOVERY OF LOSSES:** In case it is established that due to any lapse on the part of the bidder the bank had to incur additional cost or loss due to incorrect measurements or any other reason, suitable recovery may be effected from the bidder's fee as per the section 73 of Indian Contract Act, 1872.
- **NO POWER TO SUB-DELEGATE:** The Consultant shall not have any right to sub-delegate or appoint any sub-agent to do or carry out any work assigned or given by the Bank or any obligation or duty imposed upon the consultant under the terms of this agreement, except and to the extent specifically authorized in writing by the Bank.
- **PROTECTION OF WORKS AND PROPERTY:** The consultant shall continuously maintain adequate protection of all his work from damage and shall protect the Employer's properties from injury or loss arising in connection with contract. He shall compensate any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. He shall take adequate care and steps for protection of the other floors and adjacent properties. The consultant shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work

GENERAL INSTRUCTION TO CONSULTANT

1. No tender will be received after 14.00 Hrs. on Date: 10.02.2026 under any circumstances whatsoever.
2. The contractors are not expected to include any conditions contrary to tender provisions.

MODE OF SUBMISSION OF TENDER: The tender shall be submitted in accordance with the procedure detailed herein.

A. Submission OF Tenders:

Technical and Commercial bid shall be accepted on **On-line mode** as per procedure given in **Instructions to Bidders – e tendering.**

B. OPENING OF TENDERS:

Technical bid containing the tender fees / EMD /MSME registration details, documents shall be opened in the office of General Administration Department, Regional Office Ahmedabad, 4th floor, Central Bank of India Building, Business Support Department, Ahmedabad.at 16:00 Hrs. on Dt: 10.02.2026 in presence of Tender Opening Committee and authorized representatives of tenderers.

If the tender fees and other information / documents called for are not found as prescribed form/format, the tender shall be rejected. For MSME Contractors, uploading of MSME Registration Certificate is compulsory.

The tender which is found suitable technically as well as financially whose past performance is found satisfactory to carry out works of similar nature and magnitude as per the details submitted by them and who have fulfilled all other requirements as mentioned in the tender will be considered for opening of Financial Bid.

The Financial bid of rejected tenderers keeping in view the technical bids will not be opened and E.M.D. without interest will be returned to them as soon as the bank takes any decision to this effect.

The selected contractors will be intimated by the bank regarding **online opening** of the Financial bid. The tenderer or his authorized representative who is competent to take on the spot decision in the matter should be online present.

After the opening of technical, priced tender, no correspondence / revised offer whatsoever may be in nature, will be entertained.

The tender shall remain open for acceptance by the bank for a period of 3 (three) months from the date of opening of the commercial bid which may be extended further by mutual agreement and the tenderer during validity period failing which EMD will be forfeited.

The tenderer must use only the tender forms/documents issued by the Bank. If given space falls short for furnishing the information / separate sheet may be added duly signed by the contractors.

The bank reserves the right to reject or select the tender for opening the priced tender and also the bank will not be bound to accept the lowest tender and reserve the right to accept or reject any or all the tenders without assigning any reason whatsoever.

The time allowed for the completion of work will be as per mentioned in scope of works.

The acceptance of the tenderer will rest with the bank which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assignment of a reason. All

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tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

Canvassing in any form with tenders is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be liable to rejection.

An item rate tender containing percentage below / above will be summarily rejected.

On acceptance of the tender, the name of the accredited representative(s) of the contractor who would responsible for taking instructions from the Employer / Architect shall be communicated to the Employer.

The bank does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tender shall be bound to perform the same at the rate quoted.

No employee of the bank is allowed to work as a contractor for a period of two years of his retirement from bank. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of the bank, as aforesaid before submission of the tender or engagement in the contractor's service.

The tender shall not be witnessed by a contractor or contractor who himself / themselves has / have tendered for the same work. Figure to observe this condition would render tender of the contractor tendering as well as witnessing the tender the tender liable to summary rejection.

It will be obligatory on the part of the tenderer to sign the tender documents for all the component parts and that, after the work is award, he will have to enter in to an agreement for each component with the competent authority in the bank.

Prices quoted by the tenderer should include all taxes, local taxes, octroi, sales tax, excise duty, sales tax on work contract etc. materials, labour, delivery, installation charges etc. but **excluding GST**. No extra will be paid on any account.

Prices quoted by the tenderer shall remain firm during execution of the work and no escalation on quoted rates shall be entertained on account of variation in the prices of raw materials, labour, taxes and any Government levies etc.

Sales tax or any other tax on material or on finished work like work's contract tax, turn over tax etc. in respect of this contract shall be payable by the contractor and the bank will not entertain any claim what so ever in this respect.

The Contractor has to supply and adhere to the specific makes and specifications of all the items, which are mentioned in the tender.

All quantities indicated in tender are approximate & are likely to change. Contractor must take actual measurement at site, before starting the work.

Billing to be done as per mentioned in Scope of Works.

The consultant is instructed of get approval of all the material, fixtures, color and shade before starting the work. If required, he should provide different sample of materials for approval, before execution of work. Consultant is strictly instructed to get it approved the Samples of each and every item before putting the finishing material on it.

No changes in the design should be done without any discussion with the Bank and for any clarification, the architects may be contacted.

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Rates quoted in tender should be inclusive of all taxes, transportation, loading/unloading, stacking, safe keeping etc. but **EXCLUDING GST**.

Work has to be got executed at site in co-ordination with various other agencies.

If the tenderer has a relative employed in any capacity with the Bank, he shall inform the authority calling the tenders of the fact when submitting his tender.

No agreement is valid unless signed by the Consultant or his duly authorized agent and by a competent person on behalf of the employer.

Tender, invitation to tender, form of tender, Board Scope of Works, instruction to tenderers, General condition of contract, agreement, and financial bid together with the letter of Intent awarding the work shall from the contract. If there is any conflict between any of provisions in the special conditions and any of other documents refund, the provision in the Scope of Works of tender shall prevail.

Signature of Consultant & Seal.

GENERAL CONDITION OF CONTRACT

Definitions:

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

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

1.1 Central Bank of India / Employer/Bank – Regional Head Ahmedabad – 4th floor Central Bank Building Opposite Sidi Saiyyed Mosque, Ahmedabad 380001 and includes its representatives, successors and assigns.

1.2 ‘Sanctioning Authority’ means authority nominated to exercise power of approval, sanction and Acceptance concerning administrative, financial and technical aspects of transactions done on behalf of Central Bank Of India..

1.3 ‘Site Engineer’ or ‘Engineer’ means an Engineer appointed by the Bank side /Consutant side as their representative to give instructions and supervise the work of the consultant/consultant at site.

1.4 ‘The Consultant or Consultants’ means the firm or agency or individual engaged by the Employer to execute the work. It shall also include their legal representative(s), successors or assigns.

1.5 ‘Contract value’ means the value of the entire work as stipulated in the work order
Conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.7 ‘Tendered value’ means the value of the entire work as stipulated in the work order.

1.8 ‘Works’ or ‘work’ means the permanent or temporary work(s) or testing or consultancy work described in the ‘Scope of Work’ and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the consultant hereunder and work to be done by the consultant under the contract.

1.9 ‘The Site’ means the premises, into or through which work is to be executed under the contract or any adjacent premises, which may be allotted or used for the purpose of carrying out the contract.

1.10 ‘**Specifications**’ means the specifications referred to in the tender and any modifications thereof as may be furnished or approved by the Employer from time to time.

1.11 ‘**Market Rate**’ means the rate as decided by the Employer on the recommendations of their engineer based on the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere to cover, all overheads and profits.

1.12 ‘**Schedule(s)**’ referred to in these conditions mean the relevant schedule(s) annexed to the tender papers.

1.13 ‘**Local Controlling Authority**’ means the Local Municipal Authority or any other appropriate statutory authority viz. Town Planning Department, Town Development Authority, Town/City Improvement Trust, Electricity Board, Water and Sewerage Department, Civil Aviation Authority, High-rise Building Committee, Lift Inspectorate, Telephone Department, Pollution Control Board, Fire Board and any other authorities as the case may be according to whose rules and regulations a building within its jurisdiction is to be, designed and approval of the drawings to be obtained.

1.14 ‘**Month**’ means calendar month.

1.15 ‘**Week**’ means seven consecutive days beginning Monday.

1.16 ‘**Day**’ means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

2.0 Scope and performance

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

3.0 Work to be carried out

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all

Labor, Materials, Tools, Plants, Tackles, Equipment and Transport which may be required in preparation of and for and in the full and entire execution and completion of the work. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labors necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

4.0 Sufficiency of Tender

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

4.1 Scope of Work – As per Broad Scope of Work.

The consultant shall carry out complete work and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Employer. The Employer at the directions of the engineer from time to time shall issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as Engineer's instructions in regard to the variation or modification of the design, quality or quantity of work or addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications should be brought to the notice of Engineer before taking up the work.

1. LOCATION / ADDRESS OF SITE

Central Bank Building, Opposite Sidi Saiyyed Mosque, Lal Darwaza Area, Ahmedabad 380001.

2. RATES FOR PAYMENT

The rates given in the BOQ tendered by the consultant/agency and as accepted by, Central Bank of India will form the basis of payment for such items under this contract.

1. No material price variation or wages escalation on any account whatsoever, the compensation for force majeure etc. shall be payable under the contract.

2. The rates for any item of work not included in the Schedule of items, and which the consultant may be called upon to do by BANK shall be fixed by the supplementary written agreement between the consultant and BANK before the particular item or items of work is /are executed in the event of such agreement not being entered into and executed BANK may also execute these works by making alternative arrangements. BANK will not be responsible for any loss or damages on this account.

3. It should be specifically noted by the tenderer that no separate loading, unloading and lead Charges for materials and site visits shall not be paid for by BANK and the rates quoted by the tenderer/s shall be inclusive of all these charges.

4. Should there arise any items which may be necessary for the smooth completion of work but which does not appear in the Schedule of items, rates and Quantities attached with Tender, items rate will be fixed by analysis of actual inputs of all types including labor and material or derived from the labor and material rates given in the latest CPWD Standard Schedule of Rates. The rates for such non-scheduled items occurring during the course of construction shall be payable subject to the approval of the competent authority.

No items of work requiring non-scheduled rates will be carried out unless ordered to do so by BANK in writing.

5. Payment for the work done will be made to the consultant only when the formal agreement has been executed between the parties and as per the Payment schedule.

6. The Consultant may engage specialised Engineer/consultant, if required, with the consent of the Bank to assist them in their work. The remuneration / fees of any Engineer/consultant appointed under this clause shall be paid by the Architect cum Consultant only. No separate fees for consultants will be paid by Bank. The

Architect cum Consultant shall also be responsible for all the work, actions, and omissions etc. of any such Engineer/consultant. Any approval for the said work, if required, to be taken from local authority shall be under scope of Architect cum consultant. In this case, only statutory payment will be made by bank. The charges for liaisoning and follow –up with local bodies has to be borne by Architect cum Consultant. Assisting Bank for prequalification of various contractors by following Bank’s /CVC guidelines.

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

S/N	Stage of Work	Payment Cumulative percentage
1.	Stage upto submission of Tender for repair works.	20% of fees
2.	Obtaining approval from Archaeological Survey of India, Heritage Authorities, Competent Authority under the ACT Municipal Corporation Ahmedabad and all other related Authority.	30% of fees
3.	Certification of 1 st Running Bill	40% of fees
4.	Certification of 2 nd Running Bill	65% of fees
5.	Certification of Final Bill along with issue of work completion/ building safety certificate.	95 % of fees
6.	On completion of Defect Liability Period	100% of fees

- Payment shall be considered only after completion of all the required services/works for achieving the stages mentioned in the broad scope of work. The Payment of the consultant’s bill is subject to the Bank’s satisfaction.
- Total amount of fees/charges will be on the basis of final bills paid to various contractors only & No other charges will be paid over & above the accepted fees
- No deduction shall be made from the fees of the consultant on account of liquidated damages, penalty, arising out of delay to the project, part rates or other sums withheld from payment, provided the delay is not on account of, or attributable to, consultant.
- Income tax shall be deducted at source from the bills of the consultant at the prevailing rate.
- **GST shall be paid extra by the Bank, as applicable.**

7. Discrepancies and Adjustment of Errors

- The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale.
- Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Consultant from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- Unless otherwise specified, CPWD Specifications 2012 volume I - VI with up-to-date corrections slips and Revised CPWD Specifications 2014 for cement mortar, cement concrete and RCC works shall be followed in general. Any additional item of work, if taken up subsequently, shall also conform to the relevant CPWD specifications mentioned above. Should there be any difference or

discrepancy between the description of items as given in the schedule of quantities, general and special conditions of contract, particular specifications for individual items of work and I.S. Codes etc., the following order of preference shall be observed :

Description of items as given in Schedule of quantities.

- Special conditions of Contract.
- General Conditions of Contract.
- Particular Specification's.
- CPWD Specifications.IS Codes.
- Decision of Employer/Site Engineer.

8. Work Order

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

9. Contract document

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within seven days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The consultant shall be furnished, one certified copy of the contract documents Together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

10. Language

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

11. Security Deposit

Retention Money/Security Deposit as given below shall be calculated as under:

5% of amount against the bill

The rate of recovery of security deposit shall be @ 5% of the bill amount till the full security deposit is recovered.

All compensations or the other sums of money payable by the consultant under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the consultant by the Employer on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the consultant shall within 10 days make good in Demand Draft endorsed in favour Central Bank of India, Mumbai, any sum or sums which may have been deducted from his security deposit.

The Security deposit shall be refunded on completion of defect liability Period of one year of completion of repairs / restoration work.

12. Liquidated Damages

If the consultant fails to maintain the required progress as per the stipulated time period or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below:

0.5% of the consultancy fees per week subject to a maximum of 10% of the consultancy fees. The amount of compensation may be adjusted or set off against any sum payable to the Consultant under this contract with the

Employer.

In case it is established that due to any lapse on the part of the bidder the bank had to incur additional cost or loss due to incorrect measurements or any other reason, suitable recovery may be effected from the bidder's fee as per the section 73 of Indian Contract Act, 1872.

13. Secured Advance

No secured advance will be paid for any of the materials brought to site for carrying out the works under this contract.

14. Mobilisation Advance

No mobilization advance will be paid for this contract.

15. Escalation

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

16. Detailed drawings and instructions

The Employer shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for proper execution of the work at site. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from. The work shall be executed in conformity therewith and the consultant shall on receipt of the work order prepare and submit a detailed programme schedule indicating therein the date of start and completion of various activities to the Employer. **In case structural drawings or any other drawings like plans, elevation are not readily available with the employer (Central Bank of India) the consultant/bidder are required to prepare all necessary drawings at the site on their own for completing the structural audit report etc.**

17. Ownership of drawings

All drawings, specifications and copies thereof furnished by the Employer if any are the properties of the Employer. They are not to be used on any other work.

18. Setting out Work

The consultant shall set out the work and shall be responsible for the true and perfect setting out of the same including correctness of the positions, levels, dimensions, and alignment of all parts thereof. The consultant shall get it approved from the Engineer before commencing and proceeding with the work. If at any time, any error in this respect appears during the progress of the works, irrespective of the fact that the layout had been approved by the Engineer; the consultant shall be responsible for the same. The consultant shall at his own expenses rectify such error, if so, required, to satisfaction of the Employer / Consultant.

19. Materials, Appliances and Employees

The consultant shall, at his own expense, provide all materials required for the works and no material required for carrying out the work shall be supplied by the Employer.

20. Quality of Materials, Workmanship & Test

All materials and workmanship shall be the best of the respective kinds described in the contract and in accordance with Employer's / Consultant's / Site Engineer's instructions and shall be from time to time subject to such tests as the Employer / Consultant / Site Engineer may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The consultant shall provide such assistance, instruments, machinery, labor and materials as are normally required for examining, measuring, sampling and testing any material or part of the work before incorporation in the work for testing as may be selected and required by the Employer / Consultant / Site Engineer. A list indicating names of various approved brands has been attached with the tender. The consultant shall, wherever applicable, use material as per the approved brand only.

21. Work to be executed in accordance with specifications, drawings, orders etc.

The consultant shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The consultant shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Employer and the consultant shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions. The Consultant shall take full responsibility for adequacy, suitability and safety of all the works and methods of execution.

22. Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Employer / Consultant, and the consultant shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the consultant, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Consultant's agent shall be considered to have the same force as if they had been given to the consultant himself. In such case, the Employer on the recommendations of Engineer may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Employer on the recommendations of Engineer may consider reasonable during the preparation of account bills or final bill if the item is so acceptable without detriment to the safety and utility of the items and the structure or he may reject the work outright without any payment and / or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the consultant. Decision of the Employer to be conveyed in writing in respect of the same will be final and binding on the consultant.

23. Consultant/Agency to supply tools & plants etc.

The consultant shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Employer / Consultant as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work.

24. Protection of works and property

The consultant shall continuously maintain adequate protection of all his work from damage and shall protect the Employer's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. He shall take adequate care and steps for protection of the other floors and adjacent properties. The consultant shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies on safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The consultant shall take insurance covers (i . e . Contractor's All Risk Policy) at his own cost. The policy shall be taken in joint names of the consultants and Employer.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Consultant shall make good, at his own cost, the damages caused, if any.

25. Assignment and subletting

The whole of work included in the contract shall be executed by the consultant and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Employer through the Engineer and no undertaking shall relieve the consultant from the responsibility of the consultant from active superintendence of the work during its progress. The contract shall not be assigned or sublet without the written approval of the Employer / Consultant. And if the consultant shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any

insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the consultant, or any of his servants or agent to any public officer or person in the employment of Employer / Consultant or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Employer shall have power to adopt any of the courses specified under clause of “when contract can be determined” hereof as the Employer may deem best suited to the interest of Employer and in the event of any of these courses being adopted the consequences specified in the said Clause of shall ensure.

26. Consultant’s superintendence

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

27. Quantities

The rates quoted for various items shall remain valid for variation of quantity against individual item to any extent. The payment to the consultant shall be made as per the actual work executed based on the joint measurement and quoted unit rates for individual items. The quantities in the BOQ are only indicative and may increase or decrease, however the rate quoted shall remain firm.

28. Works to be measured

The Bank shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done. All measurement of all items having financial value shall be entered in Measurement Book and / or field level book so that a complete record is obtained of all works performed under the contract.

If for any reason, the consultant or his authorized representative is not available and the work of recording measurements is suspended by the Engineer, the Employer shall not entertain any claim from consultant for any loss or damages on this account.

If the consultant or his authorized representative does not remain present at the time of such measurements after the consultant or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Site Engineer shall be deemed to be accepted by the Consultant. All authorized extra work, omissions and all variations made shall be included in such measurements.

The consultant shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

The Employer / Consultant may cause either themselves or through other representative of Employer / Consultant to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated hereinabove shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the consultant from liabilities from any over measurement or defects noticed till completion of the defects liability period.

29. Certificate of payment

The consultant shall submit bill on completion of work. Bank shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. The amount admissible shall be paid by 15th working day after the day of certification of the bill by the Engineer subject to the bill is found to be in order by the Employer with no discrepancies. The Employer shall recover the statutory recoveries, other dues including the retention amount from the certificate of payment.

The Engineer shall have power to withhold the certificate if the work or any part thereof is not carried out to Employer’s satisfaction.

Bank shall deduct the Service Tax/ IT/ sales tax/turn over tax or any other tax from the consultant’s bill at the rate as applicable as per rules framed by concerned Govt. /local bodies from time to time and remit it to

concerned department and shall issue a certificate regarding tax/duties/levies so deducted on demand by the consultant.

30. Variations/Extra Items of Work

No alteration, omission or variation ordered in writing by the Engineer shall vitiate the contract. In case the Employer /Consultant thinks proper at any employer time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Employer / Consultant shall give notice thereof in writing to the consultant or shall confirm in writing within seven days of giving such oral instructions to the consultant and the consultant shall alter to, add to, or omit from as the case may be in accordance with such notice(s) but the consultant shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Employer / Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer on the recommendation of the Engineer and the same shall be added to or deducted from the contract value, as the case may be.

31. Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Engineer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions:

- i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- ii) Rates for all items, wherever possible should be derived out of the rates given in the priced schedule of quantities.
- iii) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the consultant shall submit rates duly supported by rate analysis worked on the “market rate basis” for material, labor, hire/running charges of equipment and wastages etc plus 15%
Towards establishment charges, consultant’s overheads and profit. Such items shall not be eligible for escalation.

32. Work by other agencies

The Employer/Consultant reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the consultant shall not only allow but also extend all reasonable facilities for the execution of such work(s). Such work(s) shall be carried out in such manners not to impede the progress of the works included in the contract.

33. Work in shifts and holidays

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

34 Dismantled material Employer property

The consultant shall treat all useful materials obtained during dismantling/ testing of the building/premises as Employer’s property and such materials shall be disposed off to the best advantage of Employer according to the instructions in writing issued by the Employer / Consultant.

35 Maintenance of Registers

The consultant shall maintain the following registers at site of work and should produce the same for inspection of the Employer / Consultant whenever desired by them. The consultant shall also maintain the records/registers as required by the local authorities/Government from time to time.

- i) Daily progress register/ Test Register
- ii) Site order book

36 Permits, Laws and Regulations

Permits and licenses required for execution of the work shall be obtained by the consultant at his own expenses. The consultant shall give necessary notices and comply with the local regulations, laws, and ordinances rules, applicable for execution of work. If the consultant performs any act, which is against the local law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising there from. The consultant shall arrange to obtain completion certificate from the relevant local authority after completion of work. The rates quoted by the consultant are inclusive of obtaining such approval(s) and nothing extra beyond quoted rates shall be paid to the consultant on this account.

37. Local Laws, Acts, Regulations

The consultant shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation And abolition act of 1970) and other safety regulations. The consultant shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, and any other regulations that are applicable to the execution of the project.

1. Minimum Wages Act, 1948 (Amended)
2. Payment of Wages Act 1936 (Amended)
3. Workmen's Compensation Act 1923 (Amended)
4. Contract Labour Regulation and Abolition Act 1970 and Central
5. Apprentice Act 1961 (Amended)
6. Industrial Employment (Standing Order) Act 1946 (Amended)
7. Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
8. Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
9. Shop and Establishment Act
10. Any other Act or enactment relating thereto and rules framed there under from time to time.

38. Commencement of Works

The date of commencement of the work will be reckoned as Tenth Day from the date of issue of work order by Employer or the first day when the consultant is handed over the site for taking up execution of the work whichever is earlier.

39 Time for completion

Time is the essence of the contract and shall be strictly observed by the consultant. The entire work shall be completed within mentioned time schedule in Scope of Works. If required in the contract or as directed by the Employer, the consultant shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

40 Rate of progress

Should the rate of progress of the work or any part thereof at any time in the opinion of the Employer / Consultant is slow, to ensure the completion of the whole of the work by the prescribed time or extended time for completion, the Employer / Consultant shall thereupon take such steps as considered necessary by the Employer / Consultant to expedite progress of work so as to complete the work by the prescribed time or

extended time. Such communications from the Employer / Consultant neither shall relieve the consultant from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

41 Extension of Time

41.1 If the work(s) are delayed by: Force Majeure or abnormally bad weather or serious loss or damage by fire or Civil Commotion. Location commotion of workmen, strike or lockout, affecting any of the trades employed on the work or

- Delay on the part of other consultants or tradesmen engaged by Employer in executing work not forming part of the contract or
- Any other causes which in the absolute discretion of the Employer is beyond the Consultant's Control.

Then upon the happening of any such event causing delay, the consultant shall immediately give notice thereof in writing to the Employer but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Employer / Consultant to proceed with the works.

41.2 Request for extension of time, to be eligible for consideration, shall be made by the consultant in writing within two days of the happening of the event causing delay. The Consultant may indicate in such a request the period for which extension is desired.

41.3 In any such cases the Employer on the basis of recommendations of Engineer will give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Consultant by the Employer in writing, within 3 days of the date of receipt of such request. Non application by the consultant for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the consultant.

42 Virtual Completion Certificate (VCC)

Soon after the completion of the work, the Consultant shall give notice of such completion to the Employer and within 3 days of the receipt of such notice, the Employer shall inspect the work and if there is no defect in the work, the Engineer on behalf of the Employer shall furnish the consultant with a virtual completion certificate, otherwise a provisional virtual completion certificate of physical completion indicating defects (a) to be rectified by the consultant and / or (b) for which payment will be made at reduced rates, shall be issued.

On successful completion of entire works covered by the contract to the full satisfaction of the Employer, the consultant shall ensure that the following works are also completed to the satisfaction of the Employer.

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, consultant's labour, equipment and machinery.
- b) Demolish, dismantle and remove the consultant's make shift site office if any temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the consultant by the Employer and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site as required by the Employer.
- d) Shall put the Employer in undisputed custody and possession of the site.
- e) Shall hand over the work in a peaceful manner to the Employer.

f) All defects/imperfections have been attended and rectified as pointed out by the Employer / Engineer to the full satisfaction of Employer. Upon the satisfactory fulfilment by the consultant as stated above, the consultant shall be entitled to apply to the Engineer for virtual completion of the work. The Engineer shall within seven (7) days of the receipt of the

application for virtual completion certificate (VCC), issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the Employer's rights and consultant's liabilities under the contract including the consultant's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the Employer against the consultant in respect of works or work at the site and in respect of which the VCC has been issued.

43 When Contract can be determined

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

44 Suspension of work

i) The consultant shall, on receipt of the order in writing of the Employer (whose decision shall be final and binding on the consultant) suspend the progress of works or any part thereof for such time and in such manner as the Employer / Consultant may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons:.

- a) On account any default on the part of the consultant, or
- b) For proper execution of the works or part thereof for reasons other than the default of the consultant, or
- c) For safety of the works or part thereof.

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Employer / Consultant.

If the suspension is ordered for reasons (b) and (c) in sub-para (i) above :

The consultant shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

If the works or part thereof is suspended on the orders of the Employer for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the consultant may after receipt of such order serve a written notice on the Employer requiring permission within fifteen days from receipt by the Employer of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the consultant, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the Employer or where it affects whole of the works, as an abandonment of the works by the Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Employer. In the event of the consultant treating the suspension as an abandonment of the contract by the Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not Derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Employer on the recommendations of the Engineer may consider reasonable, in respect of salaries and / or wages paid by him to his employees and labor at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the consultant provided, the consultant submits his claim supported by details to the Employer within 30 days of the expiry of the period of 3 months.

45 Foreclosure of contract due to abandonment or reduction in scope of work

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

46 Cancellation of contract in full or part

If consultant:

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

3. fails to complete the work, on or before the stipulated date of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the

Employer / Consultant; or

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

The Consultant / Site Engineer shall on such cancellation by the Employer have powers to:

take possession of the site and any materials, constructional plant, implements, stores, etc. thereon; and / or carry out the incomplete work by any means at the risk and cost of the consultant.

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

Any excess expenditure incurred or to be incurred by Employer in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law be recovered from any moneys due to the consultant on any account, and if such moneys are not sufficient the consultant shall be called upon in writing and shall be liable to pay the same within 30 days. If the consultant shall fail to pay the required sum within the aforesaid period of 30 days, the Employer shall have the right to sell any or all of the consultants' unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the consultant under the contract and if thereafter there be any balance outstanding from the consultant, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to Employer and unsold materials, constructional plant, etc., shall be returned to the consultant, provided always that if cost or anticipated cost of completion by Employer of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the consultant.

47. Settlement of Disputes and Arbitration

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

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

If the Engineer fails to give his instructions or decision in writing within the aforesaid period or if the consultant is dissatisfied with the instructions or decision of the Engineer, the consultant may within 7 days of the receipt of Engineer's decision, appeal to the Employer who shall afford an opportunity to the consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Employer shall give his decision within 15 days of receipt of consultant's appeal. If the consultant is dissatisfied with this decision, the consultant shall within a period of 30 days from receipt of the decision, give notice to the Employer for appointment of a sole arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

47.3 For the purpose of appointing the sole arbitrator referred to above, the Employer will send within thirty days of receipt by him the written notice aforesaid to the consultant a panel of three names of persons who

- shall be presently unconnected with the organization for which the work is executed.
- 47.4 The consultant shall, on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his/her name to the Employer within thirty days of receipt by him of the names. The Employer shall thereupon without any delay appoint the said person as the sole arbitrator. If the consultant fails to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the selected person as the sole arbitrator. If the Employer fails to send to the consultant the panel of three names as aforesaid within the period specified, the Consultant shall send to Employer a panel of three names of three persons who shall be unconnected with either party. The Employer shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his / her name to the consultant within thirty days of receipt by him of the names.
- 47.5 If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed as aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 47.6 The work under the contract shall however continue during the arbitration proceedings and no payment payable to the consultant relating to the disputed items shall be withheld on account of such proceedings.
- 47.8 The arbitrator from time to time with the consent of the parties enlarges the time for making and publishing the award.
- 47.9 The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with terms of the contract and give a reasoned award.
- 47.10 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Employer of the appeal.
- 47.11 It is also a term of this contract that no person other than a person appointed by such Employer, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 47.12 It is also a term of this contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 60 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the consultant shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims. Further it is agreed that for the purpose of this clause such notice is deemed to have been received by the consultant within two days of posting of the letter by BANK or delivered by hand immediately after receipt thereof by the consultant whichever is earlier. Further a letter signed by the officials of BANK that the letter was posted to the consultant shall be conclusive.
- 47.13 The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- 47.14 It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.50,000/-, the arbitrator shall give reasons for the award.
- 47.15 It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
- 47.16 It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statements of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
- 47.17 The award of the arbitrator shall be final and binding on both parties.

48 Force Majeure

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- 48.1 Neither consultant nor BANK shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- 48.2 As soon as the cause of force majeure has been removed, the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 48.3 From the date of occurrence of a case of force majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 48.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more, the two parties shall mutually decide regarding the future execution of this contract.

49. Peaceful handing over of the premises

It shall be the responsibility of the consultant to see that the premises under furnishing is not occupied by anybody unauthorized during execution of work and is handed over to the Employer with vacant possession of complete furnishing.

50. Consultant liable for damages, defects during defects liability period

If the consultant or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, enclosure, water pipe, cables, drains, electric or telephone post or wires, contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 12 months of issue of virtual completion certificate issued by the Engineer on behalf of the Employer as aforesaid arising out of defect or improper materials or workmanship, the consultant shall, upon receipt of a notice in writing on that behalf through the Engineer, make the same good at his own expense or in default, the Employer cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the consultant, or from his security deposit. The 50% of the security deposit of the consultant shall not be refunded before the expiry of twelve months after the issue of the virtual completion certificate.

51 Accidents

The consultant shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Employer / Consultant. The consultant shall also report such accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

Signature of the Tenderer/s:

Address:

ADDITIONAL TERMS AND CONDITIONS

1. **Completion Period** – Consultant should have to adhere to the given timeframe mentioned in scope of works.
2. **Payment** – Stage-wise payment shall be made subjected to satisfaction of Bank.
3. All the reports will have to be provided in triplicate in hard as well as soft copy.
4. Since these are old buildings, BANK will not be able to provide any Data, Drawings & Documents related to the buildings. All the necessary work related for job completion shall be in the scope of the Consultants.
5. All the necessary tools, tackles, instruments, material required for consultancy services shall be part of the scope of work.
6. THE ENTIRE JOB SHALL BE CARRIED OUT AS PER THE TERMS AND CONDITIONS STIPULATED IN THE TENDER AND INSTRUCTIONS OF BANK.

SAFETY CODE

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in case where they injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the said 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 an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of 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 be provided with suitable means to prevent the fall of persons or materials by providing suitable 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 render 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 of paste or readymade paint.
(ii) Suitable face masks be supplied for use by the workers when paint is applied in the forms of spray or surface having lead paint is being dry rubbed and scraped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and Tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.

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.

ARTICLES OF AGREEMENT

(सफल बोलीकर्ता द्वारा रु. 300/- के गैर अदालती स्टॉप पेपर पर निष्पादित किया जाए)
(On Rs.300/- non-judicial stamp paper by the successful bidder)

Articles of agreement made thisday of..... between the Central Bank of India, hereinafter called the EMPLOYER, which expression shall include its successors and assigns and persons for the time being of the management of the Employer of the one part and.....hereinafter called the consultant which expression shall include his/their respective Heirs, successors, executors, administrators and assigns of the other part.

Whereas the Employer is desirous of getting.....and has caused drawings and specifications describing the work to be done to be prepared by.....

And whereas the tendered rates are submitted by the consultant were accepted by the Employer on terms and conditions hereinafter agreed at:

And whereas the Consultant has agreed to execute, upon and subject to the conditions set forth herein and to the conditions set forth in the invitation to tender, General Instructions and Conditions of the tender, and schedule of quantities and Conditions of Contract (all contained in bid document of which are collectively hereinafter referred to as the said conditions), the works shown upon the said drawings and / or described in the said schedule of quantities at the respective rates herein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as 'the said contract amount')

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO FOLLOWS

In consideration of the said Contract amount to be paid at the time and in the manner set forth in the said conditions, execute and complete the work shown upon the drawings and described in the said specifications and the schedule of quantities

The Employer shall pay the Consultant the said Contract amount or such other sum shall become payable at the times and in the manner hereinafter specified in the said conditions

The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained

The plans, agreement and documents mentioned herein shall form the basis of this and the decision of the said architects for the time being as mentioned in the said conditions, in reference to all matters of dispute as to materials and workmanship be final and binding on both parties

This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire buildings 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 said conditions

The consultant shall be responsible for the co-ordination of the work of other consultants/sub consultants etc. The respective consultants shall work harmoniously and afford reasonable facility to each other as circumstances required

In all matters of co-ordination the Employer's decision shall be final and binding on all parties.

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The Employer reserves to itself the right of altering drawings and nature of the work, adding to or omitting any item of work from the contract or having portion of the same carried out through other agencies without prejudice to this contract.

Time shall be considered as the essence of this agreement and the consultant hereby agrees to commence the work soon after the site is handed over to him or from the Tenth day of the date of issue of formal work order as provided for in the said conditions and to complete the entire work within 30 days, nevertheless to the provisions for extension of time.

All payments by the Employer under this contract shall be made only at Ahmedabad.

Further all disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Mumbai and only courts in Mumbai shall have jurisdiction to entertain and determine the same.

The several parts of this contract have been read by us and fully understood by us.

In witness where of the parties hereto have set their respective hands the day and the year in above written.

Signed by the said consultant

Signed by the Employer

In the presence of

in the presence of:

Address:

Address:

Occupation:

Occupation:

Instructions to Bidders – e tendering

1. The Bidders participating through e-Tendering for the first time, for Central Bank of India will have to complete the Online Registration Process on the portal. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token. If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission), please contact on the support numbers given in the support details.

1. Registration Process for Bidders

- a) Open the URL: <https://centralbank.abcprocure.com/EPROC/>
- b) On Right hand side, Click and save the Manual "**Bidder Manual for Bidders to participate on e-tender**"
- c) Register yourself with all the required details properly.
- d) TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders
- e) LOG IN NAME & PASSWORD: Each Vendor / Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section of the portal (of the agency concerned, using the Login IDs and passwords given to them.

Bid Submission Mode.	https://centralbank.abcprocure.com/EPROC Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries	e-Procurement Technologies Limited Technical Support Team Mr. Sujith Nair: 079 68136857 sujith@eptl.in Ms. Geeta : 079 90334460 geeta@auctiontiger.net Ms.Khushboo : 09510813528 khushboo.mehta@eptl.in Ms. Pooja : 09328931942 pooja.shah@eptl.in Ms. Komal : 07904407997 komal.d@eptl.in Mr Nandan Valera : 9081000427 nandan.v@eptl.in Ms Vrusha Soni : 9904407997 vrusha@eptl.in Mobile Numbers: 91-9904407997, 9081000427

Note: please note Support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

f) All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

g) BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid.

Preparation & Submission of Bids-

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ON LINE” shall be summarily rejected. No other form of submission shall be permitted.

Dos and Don'ts for Bidder

- Registration process for new Bidder's should be completed at the earliest
- The e-Procurement portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.
- Bidder has to prepare for submission of their bid documents online well in advance as the upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.
- To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
- Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- Part submission of bids by the Bidder's will not be processed and will be rejected.

Terms & Conditions of Online Submission

1. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcpurchase.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.

3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

3 Guidelines to Contractors on the operations of Electronic Tendering System of Central Bank of India

3.1 Pre-requisites to participate in the Tenders

Registration of Bidders on Electronic Tendering System on Portal of CBI: The Bidders Non Registered in Central Bank of India and interested in participating in the e-Tendering process of CBI shall be required to enroll on the Electronic Tendering System. To enroll Bidder has to generate User ID and password on the “<https://centralbank.abcpocure.com /EPROC>”

Registration of New bidders:

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

The Bidders may obtain the necessary information on the process of Enrollment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from Electronic Tendering System for CBI. i.e. <https://centralbank.abcpocure.com/EPROC>

3.2 Preparation of Bid & Guidelines of Digital Certificate

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption)

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendment.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central Bank of India as per Indian Information Technology Act, 2000 and subsequent amendment. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub

Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encryption.

3.3 Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the Bidder are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows 7 and above Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.

Toolbar / Add on / Pop up blocker

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

3.4 Online viewing of Detailed Notice Inviting Tenders

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by CBI on the home page of CBI e-Tendering Portal on <https://centralbank.abcpocure.com/EPROC>.

3.5 Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must purchase the bidding documents via Demand Draft mode by filling the cost of tender form fee.

3.6 Online Submission of Tender

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of CBI. The templates may be either form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Unloadable document type of templates, the Bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

- a) The Bidders upload a single documents unloadable option.
- b) The Bid hash values are digitally signed using valid class II or Class - III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.

[Type text]

- c) The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- d) This stage will be applicable during both. Pre-bid/ Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which available for download under Download section on [https://centralbank abcprocure.com/EPROC](https://centralbank.abcprocure.com/EPROC)

Steps to encrypt and upload a document:

- Select Action: Encryption-> Tender ID: (enter desired tender ID) -> Envelope: (Technical/Price Bid)-> Add File: (Select desired document to be encrypted)- > Save File(s) to: (select desired location for encrypted file to save).
- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e. Technical/ Commercial.

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush Bidder can fix a call with support team members in case guidance is required by calling on below mentioned numbers.

Bidders need to take extra care while mentioning tender ID, entering incorrect ID will not allow Bank to decrypt document.

3.7 Close for Bidding:

After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

3.8 Online Final Confirmation:

After submitting all the documents bidders need to click on "Final Submission" tab. System will give pop up "You have successfully completed your submission" that assures submission completion

3.9 Short listing of Bidders for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Financial Bidding Process. The short listed Bidders will be intimated by email.

3.11 Tender Schedule (Key Dates):

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender: All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

[Type text]

UNDERTAKING

TO

Regional Head

Ahmedabad

Regional Office Ahmedabad

I/We-----

Have read the various conditions to technical bid attached here to and hereby agree to abide by the said conditions. I/We offer to do this work of “**Structure Repair Consultancy of Bank’s Buildings at Central Bank Building, Opposite Sidi Saiyyed Mosque, Lal Darwaza Area, Ahmedabad**”. As detailed under scope of work in the event we are Pre-qualified for the purpose and hereby bind myself/ourselves to complete the work in all respects. We agree to the condition that our Financial Bid will be opened only if we qualify as per the stipulations in the Technical bid document.

I/We also hereby agree to obtain all permission for authorities Civil/Heritage as per norms required for building repair works at my own expenses.

I/We also hereby agree to abide by the all tender condition and to carry out the consultancy work according to it with satisfaction of Bank.

Signature of the bidder/s

Bidder/s Address with telephone Nos
(complete postal address to be given)

APPLICATION FORM

I / We am / are desirous of participating in the bid for the Structure Repair Consultancy of Central Bank Building, Opposite Sidi Saiyyed Mosque, Lal Darwaza Area, Ahmedabad as detailed in the Broad scope of work, obtaining approval from municipal authorities/civil bodies/heritage area authorities which is included in quoted fees and other conditions as mentioned in the technical bid, and hereby apply for the same.

NOTE:

The consultants/Firms may visit the site to understand the scope of work before quoting for the scheduled Pre Bid Meeting.

I/we give the following details for your consideration:

Sl.No.	Item	Information to be filled in by applicant
1	Name of the Consultancy firm	
2	Full Address	
3 (i)	Telephone Number: Office: Residence:	
3 (ii)	Mobile Number:	
3 (iii)	E-Mail address:	
3 (iv)	PAN Number:	
3 (v)	GST Number:	
4 (i)	Month and year in which the firm / company was formed / incorporated in present name	
4 (ii)	Number of years in the Business of Structural consultancy works (Enclose Registration certificate/ Proof) – Annexure B.	
5 (i)	What is the constitution of firm viz. Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd. etc.	
5 (ii)	Enclose copy of partnership deed, Articles of Association or Affidavit (in	

[Type text]

	case of sole proprietorship as per Annexure A)	
6	Has the applicant or any of his partners or Directors been blacklisted or banned in the past by any Central of State Government Deptt. / Organization/ PSUs?	

7. (i)	Annual Turn Over for last Three Years	Year	
	as per Annexure–C (enclose ITCC & Audited Balance Sheets to support figures)	Annual Turn-over (In Rs lakh)	
		(i) 2022-23	
		(ii) 2023-24	
		(iii) 2024-25	

(ii)	What evidence or proof is encloseded to support the amounts of yearly turnover	
(iii)	Enclose for the last three years income	Certificate enclosed for Assessment years

[Type text]

	tax clearance certificate (ITCC)
8.	Fill up the enclosed Annexure A giving full particulars about similar works completed (i.e. work-orders in the field based on Building Repair Consultant for Organisations / PSUs / Government Institutes / Public Sector Banks).	
9.	Whether all documents has been Submitted .	
10.	Any other information the applicant might like to give.	

Signature & Seal of applicant

Place

Date

DECLARATION

I/We know that your building/Site is located within 100 mtr. of **Sidi Saiyyed Mosque Ahmedabad**, which is a Centrally Protected Monument notified by **Archeological Survey of India**. Consequently any repair, renovation activity at your building requires prior permission from Competent Authorities under the ACT, ASI Authorities, and Local Authorities etc.

I/We have agreed to obtain all permission from concerned Competent Authorities under the ACT, Heritage ACT/Authorities Municipal Corporations of Ahmedabad/Authorities, etc. related to building repairs at my/our own cost.

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

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

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

PLACE

DATE:

Signature & Seal of Consultant

Annexure A

LIST OF ALL BUILDING STRUCTURE REPAIR CONSULTANCY WORKS COMPLETED DURING LAST FIVE YEARS

S/N	Details of work contract with name of client	Value of work as per final bills	Date of commencement of work	Date of completion of work	Delay or Penalty etc., if any	Completion certificate from the PSU/PSB/ Government Institution/ State Government /Central Govt. client.
1.						
2.						
3.						
4.						
5.						

NOTE: To enable us to process your application, please ensure that Completion certificate issued by Central / State Govt. / Autonomous Body / PSU / PSU Bank / PSU Financial Institutions / Govt. Educational institutes etc. each work listed above has been enclosed along with above details.

Signature & Seal of Consultant

[Type text]

Annexure B

Annual turnover for the last three years:

S/N	Financial year	Total contract amount	IT certificate enclosed	Audited Balance sheet copy	Remarks
1.					
2.					
3.					

Signature & Seal of Consultant

[Type text]

Annexure C

KEY PERSONNEL EMPLOYED IN THE OFFICE

S/N	Name	Designation	Qualifications	Experience	Years with the firm	Any other information
1.						
2.						
3.						
4.						
5.						

Signature & Seal of Consultant