

TENDER DOCUMENT FOR LAN AND ELECTRICAL WORK PURI BRANCH

Name of the Tenderer:

Tender Name: LAN AND ELECTRICAL WORK FOR PURI BRANCH, ODISHA

Address of the site:

Last Date of Submission of Tender: 22.09.2012

Time of Submission of Tender: 2 PM

**Place of Submission of the Tender: : Indian Bank, Zonal Office, B2 (East),
1st Floor, Saheednagar, Bhubaneswar
– 751 007.**

**Implementing Agency: Indian Bank, Zonal Office, B2 (East),
Saheednagar, Bhubaneswar – 751 007.**

NOTICE INVITING TENDER

1. Sealed item rate tenders in duplicate are invited on behalf of the Deputy General Manager, Indian Bank, Zonal Office, Bhubaneswar for the following works:
 - a) Name of the Work: LAN AND ELECTRICAL WORK FOR PURI BRANCH
 - b) Time of completion: 21 days from work order date
 - c) Estimated cost of the work: **Rs 142000.00**
 - d) Earnest Money: Rs.1000.00 (Rupees one thousand only) Refundable
 - e) Cost of Tender Documents: Rs.200.00 only in cash & non-refundable
2. Tender documents can be obtained from the office on payment in cash during all working hours and days on or before **21st Sept 2012, 2 PM**
3. Drawing can be seen and clarifications if any required can be obtained from the office during the office time i.e 10 AM to 5 PM on all working days.
4. Time, date & place of submission of Tender: Before 2PM on **22nd Sept.2012**. at Indian Bank. Zonal Office, B2 East, Saheed Nagar, 1st Floor, Bhubaneswar 751007
5. Time, date & place of opening of Tender: **22nd Sept.2012** At 3 PM on at Indian Bank, Zonal Office 2 East 1st Floor Saheed Nagar, Bhubaneswar 751007.
(Tender will be opened in presence of such tenderer who desire to attend)
6. The earnest money shall be deposited in the form of Bank Draft/ Banker's cheque from any schedule Bank drawn in favour of "Indian Bank" Payable at Bhubaneswar. Tender without earnest money in proper form will be rejected.
7. Latest income tax & sales tax clearance certificate shall have to be enclosed with the tender.
8. A tender submitted shall remain valid for a period of 6 months from the date of opening. The validity of the tenders may be extended beyond the stipulated period without assigning any reasons. All the prices shall be firm during this period and also the delivery period of contract. No escalation shall be entertained.
9. Tenders are to be submitted on the printed forms issued by us. The contractors should quote the rates in figures as well in words. The amount of each item shall be worked out and the requisite total shall be given. The initials of the tenderer shall attest all corrections. In case of any discrepancy/difference the rate quoted in words in the original copy of tender and the amount derived there from shall prevail and shall be binding.
10. Tender in duplicate will have to be submitted in two parts PART A and PART B separately superscribed sealed and both contained in another sealed envelope, super scribed with the name of the work.

PART A: Shall contain all technical, financial and general stipulations proposed by the Contractor as well drawing if required and the earnest money in required shape.

PART B: Shall contain the offered price with the tender documents duly filled, in duplicate.

11. Will be opened on the date and time as stipulated above. Discussion of the stipulation, if any, will be held subsequently on the same day in the office at B2, East, Saheednagar, Bhubaneswar. The accredited representative of the tenderer should attend the discussions. Clarifications arising out of such discussion shall be submitted by the tenderer in a sealed cover marked as PART C and will be opened simultaneously. In case the tenderer or accredited representative fails to attend the discussion at the stipulated date and time, even if the offer is condition less than the PART B i.e. the price bid of the tenderer will not be opened, thus rendering invalid under the discretion of the Bank. No claim whatsoever in this regard will be entertained. Clarifications given by the representative will be deemed to have given by the accredited representative of the tenderer.
12. Indian Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and to reject any or all the tenders without assigning any reason thereof.
13. Please note that the Cost of preparing the proposal including visit / visits to the Bank is not reimbursable. The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any proposal without assigning any reason thereof.

**Deputy General Manager &
Zonal Head**

FORM OF TENDER

To
The Deputy General Manager,
Indian Bank,
B2(East), Saheed Nagar,
Zonal Office
Bhubaneswar.

Dear sir,

Sub: Tender for _____,

1. I/We refer to the tender notice issued by Indian Bank, Zonal Office, B2 (East), Saheednagar, and Bhubaneswar in connection with the above.
2. I/We do offer to perform, provide, execute. Complete or maintain the works in conformity with drawing, conditions of contract. Specifications bill of quantities for the sum _____ of _____ Rs.
_____ (Rupees _____) only at the respective rate quoted in the bill of quantities.
3. I/We has satisfied my self/ourselves to the site conditions, examined the drawings and all aspects of the tender conditions, subject to above. I/We do here by agree, should this tender to accept in whole or in part to:
 - A. Abide by and fulfill all the terms and provisions for the said conditions annexed here to:
 - B. Complete the works within 15 days, as stipulated, in one or two shifts if considered necessary at no extra cost to the owner.
4. I/We have deposited the earnest MONEY OF Rs. _____ (Rupees _____) only which, I/We note will bear any interest and is liable for forfeiture.
 - (a) If the office is withdrawn within the validity period of acceptance or
 - (b) If the contract is not executed within 7 days from the date of award of contract, or
 - (c) If the work is not commenced within 7 days after issue of the work order.
5. The acceptance of this tender shall constitute a binding of contract and any failure as mentioned in No 4 above constitute a breach of contract by us, and the tender acceptation authority shall be entitled to have the work executed at our risk and cost and obtain and extra cost expenditure incurred by them from us.
6. I/We understand that you are not bound to accept the lowest or any tender you receive.
7. Our bankers are:
 - (a) _____
 - (b) _____
8. Name of the Partners/Directors of our firm

- i) _____
- ii) _____
- iii) _____

Name of Partners/Directors of our Firm

Authorized Signatory _____

Name of the person having the power of attorney to sign the contract (Certified true copy of the power of attorney should be attached)

Signature and address of witness

- i) _____
- ii) _____

Yours faithfully,

Signature of the Tenderer

INSTRUCTIONS FOR TENDERERS

1. If considered appropriate, the Bank reserves the right to issue addendum (s) or amendment (s) to any Condition/specification/schedule to all tenderers before the date of submission. Tender submitted by the tenderers shall be deemed to cover the effect of such addendum (s) / amendment(s). The tender should contain the prescribed information and the same should be signed as laid down hereunder:

1.1 If the tender is submitted by an individual, it shall be signed by him with his full name and current business address.

1.2. If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.

1.3. If the tender is submitted by the firm in partnership, it shall be signed by all the partners of the firm above their full name and current business address or by partner holding the power of attorney for the firm for signing the tender. In case of partnership firm a certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.

1.4. If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of Memorandum & Articles of Association and the current business address of all the Directors of the firm shall also accompany the tender.

1.5. If the tender is submitted by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility on tendering and for completion of the contract and furnish evidence admissible in law in respect of authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract. The full information and satisfactory evidence pertaining to the participation of each members of the group of firm in the tender shall be furnished along with the tender.

1.6. While a tenderer signs a tender in an Indian language the tendered amount and the total amount tendered should also be written in the same language. In case of illiterate tenderer, a witness should attest the rates and the amount tendered.

2. The earnest money deposited will be returned without interest to the unsuccessful tenderers soon after the decision to award the work is taken or after the expiry of the validity period of the Bid retaining the EMD of L-1, L-2 & L-3.

3. The bidder is to submit relevant documents / papers in support of their declarations / confirmations.

4. The bidder should have in the same line of activity for minimum three years & have done the same work in other public sector organization (Banks).

5. The company should not have incurred continuous Loss during the last three years.

6. LOWEST TENDER NOT NECESSARILY TO BE ACCEPTED:

7. The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance.

8. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may decide to modify / withdraw the tender.

9.. The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the tenderer.

SECTION-III

1. **ACCEPTANCE OF ORDER:** Bank has a right to cancel the order if the same is not accepted within a period of 7 days from the date of the order and the earnest money deposited will be forfeited.

TAXES: The prices quoted will be inclusive of all taxes, cartage, statutory levies etc.

2. VALIDITY PERIOD OF BID / APPROVED PURCHASE PRICE:

2.1 Bids shall remain valid for the period of 6 MONTHS after the last date for submission of bids prescribed by the Bank. A bid valid for shorter period shall be rejected by the Bank as 'Non Responsive'.

2.2 The offer along with approved rate will be valid for one year from the date of awarding the Contract. The bank however reserves the right to call for fresh quotes at any time during the above period if considered necessary.

3. **PLACING OF ORDERS:** Zonal Office of the Bank will place the orders.

4. **PAYMENT:** Payment will be made after successful completion of the work. Joint measurement will be done in the presence of the approved panel Engineer & bank's representative. Retention amount from the total bill amount will be kept **for** one year as per CVC norms (i.e 10% upto 1.0 lakh, 7.5% for another 1.0 lakh and 5% for the balance amount) & TDS will be deducted as per the IT rules prevalent at the time of the payment.

5. **WARRANTY:** All the works done will be of warranty period of one year from the date of the final payment of the Bill.

6. **SIGNING OF CONTRACT:** The successful bidder shall be required to enter into contract with the bank within 7 days of the award of the tender or within such extended period as may be specified by Indian Bank, Head Office, on the basis of the tender document, the tender of the successful bidder, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the form of contract.

7. **GOVERNING LAW AND DISPUTES:** All disputes or differences whatsoever arising

between the parties out of or in relation to the construction, meaning and operation or effect of these tender documents or breach thereof shall be settled amicably. If however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The arbitrator/arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Bhubaneswar. The vendor shall continue work under the contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Chennai.

8. SETTLEMENT OF DISPUTES :

1. If any dispute or difference of any kind whatsoever shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

2. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

9. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration proceedings shall be conducted in accordance with the following rules of procedure. The dispute resolution mechanism to be applied shall be as follows:

(a) In case of dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Foreign Supplier as well as Indian Supplier, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Bhubaneswar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral

Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

10 Notwithstanding any reference to arbitration herein,

a) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and

b) the purchaser shall pay the supplier any monies due to the supplier.

11. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Bhubaneswar.

12. **USE OF CONTRACT DOCUMENTS AND INFORMATION** :- The vendor shall not without the Bank's prior written consent, make use of any document or information provided by vendor in bid document or other wise except for purposes of performing contract.

13 . **PENALTY:** Penalty @ 1% per week of the total bill amount will be charged for late delivery, subject to maximum of 10%. For this purpose the period will commence from the expiry date of order upto the date of item delivered. The Bank reserves the right to cancel the order in case delivery is not effected within the stipulated time.

14.**COST OF BIDDING:** The bidder shall bear all the costs associated with the preparation and submission of its bid and Indian Bank, hereinafter referred to as the bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

15.**BID CURRENCY:** Prices shall be expressed in Indian rupees only. Rate for single and multiple units per order quoted by the bidder will be inclusive of all taxes. The bidder should quote the rates in figure as well as in words. The price quoted will be valid for all the orders placed by the bank. If there is any downward revision, the vendor should intimate the bank and should supply at reduced rates to the satisfaction of the Bank.

16. **BIDDING PROCESS (TWO STAGE):** For the purpose of the present job, a two- stage bidding process will be followed. The response to the present tender will be submitted in two parts. Technical Bid containing the General Terms and Conditions include Compliance to Technical specifications and Commercial Bid containing the Commercial offer. The bidder will have to submit the Technical Bid and Commercial Bid Portion of the Bids separately in Red lac sealed envelopes (wax seal), duly super scribing. **"Technical Bid/ Financial Bid"**.

18.1 TECHNICAL BID will also contain the Bidder's information in the format (Annexure I) as given in bid document.

18.2 TECHNICAL BID will NOT contain any pricing or commercial information at all.

18.4 Under the Second stage, the COMMERCIAL BID of only those short listed bidders, whose technical bids are responsive, shall be opened.

18.5 The Bank reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.

18.6 The bid shall be typed or written in indelible ink and shall be signed by the bidder and the person signing the bid shall initial all pages of the bid.

19. BID SECURITY (EARNEST DEPOSIT MONEY) :

19.1. Bidder has to submit the bid earnest money of Rs. 4800/- (Rupees four thousand eight hundred only) in the form of Demand Draft / Bankers Payment Order favouring Indian Bank, drawn on Bhubaneswar. The bid earnest money has to be submitted along with the technical offer.

19.2. Unsuccessful bidders bid security shall be returned without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender retaining the EMD of L-1, L-2 & L-3.

19.3. The successful bidder's bid security shall be returned upon the bidder signing the contract and execution of the order.

19.4. The Bid Security may be forfeited if a bidder

- a) Withdraws his bid during the bid validity as mentioned in the bid document.
- b) In the case of successful bidder if the bidder fails to sign the contract within the stipulated period.

20. SUBMISSION OF BIDS:

The bidder shall seal the each envelope with Red lac Seal (Wax seal).The bid should be addressed to purchaser at the following address:-

Deputy General Manager
Indian Bank, Zonal Office, 1st Floor
B2 (East)
Saheed Nagar
Bhubaneswar-751007.

DEADLINE FOR SUBMISSION OF BIDS

DEAD LINE FOR SUBMISSION OF BIDS is **22.09.2012 up to 2.00 PM** Bid must be received by the Bank at the address specified in Bid document not later than the specified date and time as specified in Bid document. In event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received upto appointed time on next working day.

22. **LATE BIDS:** Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and/or returned unopened to the bidder, if bidder desires so.

23. CONTENTS OF DOCUMENTS TO BE SUBMITTED:

The bidder shall submit the following documents:-

23.1 Documents required in Technical Bid (Sealed Cover)

- i. Bidder's information as per format (Annexure I) with the undertaking that the information furnished about the company is true and to the best of knowledge and nothing has been concealed.
- i . Supporting documents in respect of Qualification criteria as mentioned in the tender notice / instructions for tenderers.
- i i. Acceptance of the terms and conditions and compliance of technical specifications (Annexure II)
- iv. Any other document indicating the feature of the product such as user manual, technical specifications sheets etc.

24. BID OPENING & EVALUATION

- i. The Bank will open the bids at the time already intimated, in the presence of Bidders' representative who choose to attend in the conference room at Zonal Office, B2 (East) Saheed Nagar, Bhubaneswar-751007
 - i i. The bidders' representatives who are present shall sign register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the appointed time and place on next working date.
 - i ii. The commercial bid shall be opened in the presence of Bidders' representative, whose bids are considered as responsive as per the technical and other qualification criteria as underlined in the bid document.