



(A Government of India Undertaking)

OFFER DOCUMENT FOR

ARCHITECTURAL SERVICES FOR INTERIOR FURNISHING WORKS INCLUDING RELATED
CARPENTRY, ELECTRICAL, AIR CONDITIONING (HVAC), SMOKE DETECTION, FIRE ALARM
SYSTEM AND CCTV SURVEILLANCE SYSTEM
OF FGM Office, Zonal
Office, RAPC & MAPC of
Indian Bank
at
BSNL Building, BSNL Bhawan, Panbazar,
Guwahati-781001, ASSAM

This document can be downloaded from Bank's website www.indianbank.co.in and enclosed
along with Technical bid of this offer document.

ISSUED BY

P&E SECTION, INDIAN BANK
ZONAL OFFICE GUWAHATI
2nd FLOOR, R.G BARUAH ROAD,
CHANDMARI, GUWAHATI-781003

Email: zoguwahati@indianbank.co.in Website: www.indianbank.co.in, Ph: 0361-2467936

INDIAN BANK, PREMISES & EXPENDITURE SECTION, ZONAL OFFICE, GUWAHATI
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INDIAN BANK, PREMISES & EXPENDITURE SECTION, ZONAL OFFICE, GUWAHATI

(I) NOTICE INVITING OFFERS (NIO)

**Subject: ARCHITECTURAL SERVICES FOR INTERIOR FURNISHING WORKS INCLUDING
 RELATED CARPENTRY, ELECTRICAL, AIR CONDITIONING (HVAC), SMOKE DETECTION, FIRE
 ALARM SYSTEM AND CCTV SURVEILLANCE SYSTEM
 OF FGM Office, Zonal
 Office, RAPC & MAPC of
 Indian Bank
 at
 BSNL Building, BSNL Bhawan, Panbazar,**

Indian Bank, a reputed Public Sector organization, proposes to undertake interior furnishing, carpentry, electrical, AC, Smoke Detection, Fire Alarm System, CCTV & allied works at the new FGM Office, Zonal Office, RAPC & MAPC building having 6000 sft Carpet Area (approximately) located in **BSNL Building, BSNL Bhawan, Panbazar Guwahati-781001, ASSAM**

(Approx value of works approximately Rs.1.05 crores) for their above mentioned offices and invites offers from eligible & competent architects/architectural firms for availing their services.

| | | |
|----|--|---|
| 1. | Nature of the document | : TWO BID CONCEPT |
| 2. | Contents of the offer document | : A. TECHNICAL BID (First envelope)- a) Eligibility criteria b) Brief details and objectives of the work c) General Rules & Instructions to the Architect d) Method of selection of Architect e) Conditions of contract f) Application Format g) Proforma-A, B, D, E & F B. FINANCIAL BID (Second envelope)- Financial bid for the proposed consultancy services in Proforma-C and to be submitted in separate envelope |
| 3. | Application Fee | : Rs. 1,000/- (payable in DD favoring Indian Bank, payable at Guwahati) |
| 4. | Date of Issue of offer document | : From 26/07/2022 to 01/08/2022 during office hours (BOTH DAYS INCLUSIVE). Documents can also be downloaded from Bank's website www.indianbank.co.in |
| 5. | Last Date of Submission | : Sealed Envelopes to be submitted on or before 01/08/2022 upto 04.00pm. <u>The offer should reach to the office of</u> The Deputy Zonal Manager, P&E section, Indian Bank, 2nd Floor, R.G Baruah Road, Chandmari, Guwahati-781003, Assam |
| 6. | Date of Opening of Technical Bid | : Will be opened on 01/08/2022 at 04.30pm |
| 7. | Financial bids of only the short listed applicants will be opened on a pre-notified time & date, under intimation to such shortlisted applicants | |

Date: 26/07/2022
Place: Guwahati

Deputy Zonal Manager

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(II) ELIGIBILITY CRITERIA

| S.No | Criteria | Documents Required |
|------|--|--|
| 1 | The Architect should be a registered member with Council of Architecture(COA) | A valid registration certificate from COA |
| 2 | The Architect should have minimum of 05 years experience in architectural services as on 31/03/2022 | At least one Order copy & Completion certificates from the customer issued within 5 years to be enclosed. |
| 3 | <p>Please note that only those Architects having work experience in Assam, preferably in Guwahati City as under should apply:</p> <p>Three(3)similar works each costing 40% of project cost OR Two (2) similar works each costing Rs 50% of cost OR One(1)similar work costing Rs 80% of cost</p> <p>During the last 5(Five)years ending with 31.03.2022.</p> <p>'Similarwork' means Interior (furnishing), electrical & HVAC works, smoke detection systems, security system such as CCTV.</p> <p>'Consultancy services' include architectural, civil, Furnishing, electrical, Air-conditioning (HVAC), security system such as CCTV for office buildings ,utilities and other allied activities.</p> | Order copies and satisfactory completion certificates clearly indicating the cost & nature of work handled and month & year of commencement & completion |
| 4 | The architect should be familiar with Government guidelines in the matters of executing public works & in this regard should have given architectural consultancy/Project management consultancy for one completed work costing more than Rs.1.05 crores to Central/state Govt.organizations, PSUs/PSBs, RBI, local bodies, Govt.autonomous bodies during the last 5(Five)years ending with 31/03/2022 | Order copies and satisfactory completion certificates clearly indicating the cost & nature of work handled. |
| 5 | The Architect must have GST registration number and PAN number | Copies of the registration certificate and PAN card copy Shall be enclosed. |
| 6 | The Architects must have their office in Guwahati for operational convenience | Details of local address. Acceptance of the address subjected to verification by the Bank to its satisfaction. |

(III) BRIEF DETAILS & OBJECTIVES OF WORK

- a) P&E Section, Indian Bank, Zonal Office Guwahati (hereinafter known as Employer or Bank) proposes to undertake interior furnishing, carpentry, electrical, AC, Smoke Detection, Fire Alarm System, CCTV & allied works at the new FGM Office, Zonal Office, RAPC & MAPC building having 6000 sft Carpet Area (approximately) located in BSNL Building, BSNL Bhawan Panbazar Guwahati-781001, ASSAM
- b) The proposed work shall comprise of the following:
1. Interior furnishing (Conference halls, record rooms, executive cabins, workstations etc.,)
 2. Carpentry works
 3. Electrical and Planning & Designing of Air-conditioning works (HVAC) & Installations
 4. Electrical power distribution
 5. Smoke detection, fire alarm system and CCTV Surveillance System.
 6. Brought out furniture
 7. Any other services/systems as may be found necessary for functional requirement of the building.
 8. Planning, Designing and regular supervision of the work during execution.
 9. Verification of quality for workmanship and verification of quality of bills and certifying them for payment.
 10. Issue certificate towards final completion of work as per plan, estimate & specification, issue of certificate towards final cost of the work and recommending & certifying final bills of contract.
- c) The architect shall take complete responsibility of planning, designing & supervision of the work including getting necessary approvals, if any from local authorities for completion of works as detailed elsewhere in the document.

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(IV) GENERAL RULES & INSTRUCTIONS TO ARCHITECTS

1. The architect, on his own expense, shall inspect the site to ascertain the site conditions, constraints and any other information required.
2. The tender/ offer is "TWO ENVELOPE CONCEPT" and shall be submitted in two separate sealed envelopes as detailed below:-

2.1 The first envelope (Envelope 1) to be super scribed as "Technical Bid FOR ARCHITECTURAL SERVICES FOR CIVIL & INTERIOR FURNISHING WORKS INCLUDING RELATED ELECTRICAL, MODULAR, AIR CONDITIONING (HVAC), SMOKE DETECTION, FIRE ALARM SYSTEM AND CCTV SURVEILLANCE SYSTEM OF FGM OFFICE, ZONAL OFFICE, RAPC & MAPC BUILDING at BSNL Building, BSNL Bhawan, Panbazar, Guwahati-781001, ASSAM" should contain Offer document duly signed in all pages consisting of:

- a. Application Fee as specified in NIO
- b. Eligibility criteria
- c. Brief details and objectives of the work
- d. General Rules & Instructions to the Architect
- e. Method of selection of Architect
- f. Conditions of contract
- g. Application Format
- h. Proforma-A,B,D,E&F

Note: Financial aspects of the offer should not be disclosed in any way, in the technical bid and such technical bids consisting financial aspects are liable for rejection. Any offer not containing. Application Fee as specified shall be summarily rejected. No consideration in such respect shall be entertained.

Offerors shall make a note that as per guidelines issued by the Govt of India, all units registered under MSME are exempted from paying Application Fee Deposit for Government/PSU tenders. All such offerors who are registered as MSME units, are hence exempted from paying application fee & Earnest Money. In case any offerer claims exemption from paying such fees, he/she shall mandatorily submit certificate issued by competent authority for such exemption along with application in ENVELOPE 1. Any application submitted without prescribed fees as well as exemption certificate, shall be summarily rejected. No consideration for same shall be entertained at the time of opening the bids.

- 2.2 The second envelope (Envelope 2) to be super scribed as "Financial Bid ARCHITECTURAL SERVICES FOR INTERIOR FURNISHING WORKS INCLUDING RELATED CARPENTRY, ELECTRICAL, AIR CONDITIONING (HVAC), SMOKE DETECTION, FIRE ALARM SYSTEM AND CCTVSURVEILLANCE SYSTEM OF FGM OFFICE, ZONAL OFFICE, RAPC & MAPC at BSNL Bhawan, Panbazar, Guwahati-781001, ASSAM" should only contain price offer quoting fee for complete services in Proforma-C.

No other terms and conditions or information shall be furnished in the financial bid other than the fee. The offerer is requested to refer to the terms and conditions in the draft agreement enclosed while quoting the fees.

These above two envelopes put in an outer envelope (Envelope 3) to be super scribed as "Offer ARCHITECTURAL SERVICES FOR INTERIOR FURNISHING WORKS INCLUDING RELATED CARPENTRY, ELECTRICAL, MODULAR, AIR CONDITIONING (HVAC), SMOKE DETECTION, FIRE ALARM SYSTEM AND CCTV SURVEILLANCE SYSTEM OF FGM OFFICE, ZONAL OFFICE, RAPC & MAPC at BSNL Bhawan, Panbazar, Guwahati-781001, ASSAM" should be submitted to the address as detailed in Notice Inviting Offers (NIO). All 3 envelopes are to be duly sealed. Submission of open

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envelopes shall make the offer liable for rejection.

- 2.3. Only original offer documents issued/downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proforma which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details **shall** be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract. Necessary details to ascertain the eligibility criteria for short listing shall be furnished in the required format only. The details furnished elsewhere or in the format in deviation from the format required will not be considered.
3. The sealed offers should be submitted to the office of the Deputy Zonal Manager, Indian Bank, P&E section, Zonal Office Guwahati **on or before the time and date stipulated in NIO**. If last day of submission of bids is declared a holiday by the Government next working day will be deemed to be the last day for submission of the offer. **No offer will be accepted by email or FAX.**
4. The First envelope (Technical bid) will be opened in the said office on as specified in NIO.
5. The date for opening the Second envelope (Financial bid) will be intimated subsequently only to such firms whose Eligibility, Technical bids are found qualified & suitable. The applicants are requested to participate during the opening of the tender.
6. The tender documents are not transferable.
7. All corrections such as cuttings, interpolations, omissions and over-writings shall be number as 'c', 'i', 'o' and 'ow' and initialed.
8. All fees shall be quoted on the proper form. Quoting of fees different from prescribed in this document will be liable for rejection. **The fees quoted** shall be inclusive of all fees / charges payable to the associate consultants , Income tax(TDS) but exclusive of GST.
9. **The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of an offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.**
10. Offers which are incomplete in any respect are liable to be rejected.
11. At any stage of the tender if any information submitted by any of the bidders is found incorrect, the offer of the concerned bidder shall be summarily rejected.
12. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the Architects who resort to canvassing will be liable for rejection.
13. The applicant shall furnish the list of his relatives working in Indian Bank with their present place of posting in the **Proforma E**.
14. The offer shall remain open for acceptance for a **period of 90 days from the date of opening**.
 No offer can be modified or withdrawn by the Architect after submission of the Bid

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15. The Architect or their authorized representatives with an authorization letter as per **Proforma** Fare requested to be present during the opening of the bids. If any of the Architect or all the Architects who submitted are not present during the specified date and time of opening it will be deemed that such Architect is not interested to participate in the opening of the Bid/s and the Bank will proceed further with opening of the technical bids/financial bids in their absence.
16. It will be obligatory on the part of the Architect to tender and sign the offer documents for all the component parts and that, after the assignment is awarded, he / they will have to enter into an agreement for each component with the competent authority of the Bank.
17. The successful Architect shall execute the agreement on a stamp paper of appropriate value and until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the Architect and the Bank/Employer.
18. On acceptance of the offer, the name of the accredited representative(s) of the Architect who would be responsible for taking instructions from the Bank / Employer shall be communicated to the Employer.
19. Conditional offers shall be summarily rejected.
20. The architect shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer.
21. In case of other un-qualified Architect, the sealed price bid shall be returned.
22. All the contents of this document and financial bid with quoted fees shall form a part of the contract document. The successful Architect on acceptance of his tender by the Accepting Authority, shall sign an agreement on stamp paper contract consisting of the following within 14days from the date of acceptance of the tender:-
 - (a) Standard form of Agreement on stamp paper.
 - (b) All the contents of this offer document and financial bid with quoted fees, any correspondence leading to acceptance of offer by the Bank, etc.
23. The Bank reserves the right to modify any or all of the Eligibility criteria.
24. The Bank reserves right to cancel the tender at any stage without assigning any reasons thereof.

(V) METHOD OF EVALUATION

1. In the first stage, offers will be evaluated against the stipulated eligibility criteria of the Bank. Offers not complying with the Bank's eligibility criteria will be rejected. The architects/consultants, who comply with the eligibility criteria and evaluation criteria, will be short-listed in technical evaluation. The evaluation of Consultants for short listing may include getting opinion from the previous clients, visiting their projects, if necessary.
2. The Financial/Price bids of the Architects who satisfy the eligibility criteria only will be opened. The date of opening of the Financial/Price bids will be intimated separately to the architects who qualify the eligibility criteria.
3. For the purpose of evaluation of bids, the total cost of works shall be considered as Rs.1.05 crores.

(VI) CONDITIONS OF AGREEMENT

ARCHITECTURAL SERVICES FOR INTERIOR FURNISHING WORKS INCLUDING RELATED CARPENTRY, ELECTRICAL, MODULAR, AIRCONDITIONING (HVAC), SMOKE DETECTION, FIRE ALARM SYSTEM AND CCTV SURVEILLANCE SYSTEM OF FGM OFFICE, ZONAL OFFICE, RAPC & MAPC at BSNL Building, BSNL Bhawan, Panbazar, Guwahati-781001, ASSAM

1. DEFINITIONS:

For the purpose of the agreement, the following words and expression shall have the meaning hereby assigned to them except where the context otherwise requires:-

- (i) 'Approved' means approved by Bank's representative in writing including subsequent confirmation of previous approval and 'Approval' means approval by Bank's representative in writing as above said.
- (ii) 'Bank' means the INDIAN BANK which expression shall unless excluded by or repugnant to the context include its representative.
- (iii) 'Bank's representative' means the Deputy Zonal Manager, Indian Bank, Zonal Office Guwahati or any person authorized by him as in charge of the work and would sign the agreement on behalf of INDIAN BANK.
- (iv) "Architect/Project Management Consultant" means M/s.____ or their assigns or successors in office and authorized representative.
- (v) "Contractor" means the person, firm and/____ or Company whose tender/tenders for _____ is/ are accepted by the Bank and includes the contractor's personal representative, successors and assigns.
- (vi) "Work/Project" shall mean Proposed Interior, modular, electrical, air-conditioning works at BSNL Building, BSNL Bhawan, Panbazar, Guwahati-781001, ASSAM.
- (vii) "Site" means BSNL Building, BSNL Bhawan, Panbazar, Guwahati-781001, ASSAM
- (viii) "Site engineer" shall mean the engineer appointed by the architect.

2. SCOPE OF SERVICES:

The scope of consultancy work shall include the planning, layout plan, sections and perspective n the scale of 1:100 designing, Architectural drawings, preparing preliminary as well as detailed working drawings & completion Plans/Drawings and specifications, bill of quantities, Preliminary & detailed Estimates for the following works

1. Interior furnishing (Conference halls, record rooms, executive cabins, workstations etc.,)
2. Carpentry works
3. Electrical and Planning & Designing of Air-conditioning works (HVAC) & Installations
4. Electrical power distribution
5. Smoke detection, fire alarm system and CCTV Surveillance System.
6. Any other services / systems as may be found necessary for functional requirement of the building.
7. Planning, Designing and regular supervision of the work during execution.
8. Verification of quality for workmanship and verification of quality of bills and certifying them for payment.
9. Issue certificate towards final completion of work as per plan, estimate & specification, issue of certificate towards final cost of the work and recommending & certifying final bills of contract.

The scope of work of any of the above items may be deleted or added by the Bank at its sole discretion and the decision of the Bank will be final in this regard.

3. SCOPE OF WORK, ROLES & RESPONSIBILITIES

4.1 PRELIMINARY STAGE:

a. Obtain the input data from the Bank Officials regarding the facilities, amenities to be created in the proposed building, Prepare floor plans for required number of toilets in each floor, Conference hall, VC room, seating arrangement showing the location of cabins, workstations, file storage compactors etc. Preliminary planning of all internal utility services like electrical, HVAC (Heating, Ventilation and air/conditioning) fire-fighting, acoustics, indicating scope, specifications and costs separately of such sub-heads shall include. All services designs which shall be in accordance with the latest IS Codes of practice and/or the codes of practice applicable in the area, Town, City where the Work is located. Such detailed work outs and computations of all designs shall be made available to the Bank along with drawings. Architect shall indicate the names of his consultants for various services, their organization, qualifications and experience and get the approval of the Bank to their employment by Architect. Architect shall be fully responsible for the correctness and accuracy of services designs and the safety of the same shall be entirely that of Architect notwithstanding the approval by the Bank of these designs. Architect and his consultants shall certify in writing that the designs are in accordance with the up-to-date and relevant codes of practice.

b. Assist bank in pre-qualification of Contractors for various category of works by preparing the comparative charts along with their recommendations for pre-qualifications and as well as for rejection of the applications of contractors, if any.

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c. Obtain approval of the floor plans and scheme of works, materials specifications to be adopted in the works from bank authorities. Prepare detailed Estimates, Bill of Quantities and Specifications for all categories of works.

d. After getting the approval from bank prepare tender documents for various categories of works, assist bank in inviting the tenders and prepare the rate tenders comparative statements and recommending the award of works in various categories. Submission of rates of materials and labour for major items costing about 90% of the cost, evaluation of commercial and other conditions stipulated by tenderer, to assist the Bank in the negotiations, if any with contractors and the final selection of the contractor, prepare and complete execution of four copies of contract documents for all trades including drawings, specification etc. complete.

e. Overall supervision of all works during execution of works, coordinating with Bank authorities and various contractor agencies, arranging and attending site meetings to ensure smooth progress of works as per designs. It is also necessary to suggest planning the type of electrical fixtures, Air-conditioner units like Centralized, Split AC etc for various areas indicated above and drawings shall show the location of such fixtures, routing of the ducts, cables, power & UPS wiring to match / suit the proposed interiors. Programming of works by PERT/CPM/Bar charts, incorporating all activities from planning till completion of the Works. Supply the contractors such further drawings, specifications and details which may be required for proper execution of the Work.

f. Certification of bills of contractors, recording of detailed measurements of works jointly with the representative of the Bank, recommendation for payment of bills to bank for various works. Advising Bank and contractor sufficiently in advance to enable him to get permits, quota certificates, licenses, if required.

4.2 SUPERVISION BY ARCHITECT

Supervision services to be provided by the Architect will include:

- (a) Check and approve drawings submitted by the contractor (if any).
- (b) Give necessary onsite supervision and inspection regularly.
- (c) Have effective control over quantities and cost of various trades, advise BANK sufficiently in advance with justification if the total of sanctioned expenditure on various item of work is likely to be exceeded.
- (d) Advise BANK if the contract time is likely to be varied and reasons thereof.
- (e) Advise BANK on changes, if necessary, for technical reasons.
- (f) Check contractor's application for payment, evaluation of work completed for interim and final payments and issuing certificates for authorizing payment. Such certificates shall show details of quantities of various items of work which shall be checked and measured by the Architect in each running bill and certified, abstract of quantities, rates and costs and shall indicate separately advances of materials, if any, or any other advances, recoveries of advances, recoveries of materials used and issued with theoretical consumption, gross and net amounts payable and shall be specifically certified by the Architect about its correctness and that the work included for payment is as per approved drawings and specifications and measurements have been checked of each item. The Architect shall grant such certificates on the understanding that he shall be held personally responsible for any over-payment, temporary or otherwise, which may occur in consequence thereof or any defective work.
- (g) Certify accounts of work, materials etc.,
- (h) Certify the final completion of work
- (i) Assist the BANK in arbitration, litigation case that may arise out of the contract entered into in respect of the above work.

4. PAYMENT OF REMUNERATION:

(a) The consultancy fees:

The BANK agrees to pay to the Architect for the professional services to be rendered by him as herein above described at 3 & 4 the following fees:-

A fee calculated at the rate of a **fixed percentage** of the cost of sanctioned work or actual cost of work whichever is lower for complete Architectural and other consultancy services as narrated in clause 5, below.

- (b) The above fees at 4(a) are inclusive of fees payable by the Architect to any other consultants and the associates and nothing extra shall be payable by the BANK. **It shall include all miscellaneous and incidental expenses to be incurred for sanction of service connections, occupation certificate ,etc but will exclude statutory charges payable for service connections, statutory levies and non refundable deposits, which will be paid by BANK directly on demand/against receipt.**

Any amount paid to the Architect as adhoc payment for the preparation of project report and conceptual drawings shall be adjusted in the first bill against above mentioned fees at (a) above.

The consultancy fee in 4(a) will be paid in installments as specified below, subject to recovery of security deposit as per clause 7 below::

- (i) On finalization of drawings:20%.
- (ii) On floating of tenders:10%
- (iii) On receipt of tenders, advising on tenders, finalization and award of all contracts, including specifications and handing over constructional drawings to contractor:20%
- (iv) Balance on completion of all work and certification of final bills.

5. COST OF WORK:

The cost of work for the purpose of working out of consultants fees shall be the accepted tendered cost or actual completion cost, whichever is less, and shall exclude the following:-

- (a) Cost of any services, fittings and fixtures which are not designed, planned and supervised by the architect, but not the cost of erection, civil works, electrical works, ducting etc.
 - (b) Any in fructuous expenditure as a result of demolition etc. ordered by the Architect and cost of any rejected work.
 - (c) Cost of supervisory and other establishment employed on work by the Architect or the BANK.
 - (f) Contingent expenditure like press advertisement, publicity, cost of foundation stone, Inauguration ceremonies of buildings etc.,
 - (g) Escalation in the cost of work due to increase in rates of materials and labour after award of work.
 - (h) Any deviation in the items of work not authorized by the BANK prior to its execution.
- In computing the cost of the work for computing the Architects fees, liquidated damages or deduction from the contractor due on account of defective work or other reasons will not be accounted for as deduction in cost.

6. ADDITIONS AND ALTERATIONS:

- (i) The BANK shall have the right to request in writing changes, additions, modifications or Deletions in the design and drawing of any part of the work and to request in writing

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additional work in connection there with and the Architect shall comply with such request.

- (ii) That if the BANK deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the Architect for making changes and additions to the drawings, specifications and other documents due to rendering major part of whole of his work in fructuous, the Architect may then be compensated for such extra services and expenses on quantum merit basis at percentages applicable under this agreement and to be determined mutually unless such changes, alteration are due to consultants own commission and / or discrepancies including changes under clause (4 I (a) and (d)) due to changes required by Architect of all internal, external services. The decision of the BANK shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Architect. However for the minor modification or alteration which does not affect the entire design, planning etc no such amount will be payable.
- (iii) If it is found after call of tenders that the tender is not within the sanctioned amount, the Architect shall if so desired by the BANK take steps to carry out the necessary modifications in the design and specifications to see that the tendered cost does not exceed the amount of corresponding sanction by more than 10%. The Architect shall not be paid anything extra for such modification. If the BANK is convinced that the trend of market rates is such that the work cannot be done within the amount of sanctioned estimate, the Architect shall submit a revised estimate expeditiously for obtaining sanction of the competent authority.
- (iv) The Architect shall also prepare the necessary draft letters for any major changes for BANK's approval and execution in accordance with the contract documents and shall have authority to order minor changes in the work not involving any adjustment of the contract sum or any adjustment in contract time and which is not inconsistent with the terms of contract documents.
- (v) The Architect shall not make any material deviation, alteration, additions to or omission from the work shown and described in the contract documents except for structural safety and emergencies, without first obtaining the written consent of the BANK.
- (vi) All extra items, omissions deviations and substituted items and their proposed rates shall be brought by the Architect to the notice of the BANK and supported by analysis of rates, statement of financial benefit, if any, to the contractor and BANK's approval shall be obtained before authorizing the contractor to execute them, except upto the total cost of Rs.10,000/- where it is expedient to take such decisions and get them ratified by the BANK.
- (vii) The cost of individual works shall not exceed the sanctioned estimate as approved by the BANK. BANK's approval in advance shall be taken for any such increase anticipated giving full justification.

9. TIME SCHEDULE::

Commencement of work: The commencement of work will be considered from 2nd day after the date of issue of award letter to the Architect:

| SL. NO. | ACTIVITY | TIME DURATION |
|---------|--|--|
| 1 | Site inspection & submission of preliminary drawings & project report | 05 days from the date of receiving the work order |
| 2 | Preparation of detailed working drawings for Interior, electrical, acoustical & AC and Submission of detailed estimate of works. | 07 days from the date of approval of the initial project report by bank. |
| 3 | Preparation of tender documents along with | 07 days from the date of clearance |

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| | | |
|---|--|--|
| | Detailed drawings and floating the tender | from bank to proceed with the tender process. |
| 4 | Actual execution of all the works in the scope by the agency(ies). | 2 months from the date of award of works or handover of site, whichever is earlier |
| 5 | Certification of contractor's interim / final bills | 7days for interim bills 25 days for final bill with verification of all measurements. |

Assistance in assessment arbitration as mentioned in 14 -whenever required.

10. PENALTY: The time allowed for carrying out the work as specified in clause 9, shall be deemed to be the essence of the contract on the part of the Architect. The work shall throughout the stipulated period of the contract be processed with all diligence and in the event of failure of the Architect to complete the work within time schedule as specified above or subsequently notified to him, the Architect shall pay as compensation amount equal to 0.5 (half) per cent or such smaller amount as the BANK may decide on the total fee payable for every week that the work remains unfinished after the specified date subject to a maximum of 10%.

11. RESTRICTION/SUSPENSION: The BANK reserves the right of restricting the Architect's services to the preparation of architectural and structural detailed drawings specifications and estimates and make other arrangements for inviting tenders and supervision of work after withdrawing such work from him or suspend the work due to administrative reasons. The Architect shall, in that case, will be entitled to payment of fees on prorata basis as per Clause 5 (a) only for the services entrusted to him.

12. ABANDONMENT OF WORK:

That if the Architect abandons the work for any reasons whatsoever or becomes incapacitated from acting as aforesaid, the BANK may make full use of all or any of the drawings prepared by the Architect and that the Architect shall be liable to refund all the fees paid to him up to that date plus such damages as may be assessed by the BANK subject to a maximum of 10% of the total fees payable to the Architect under this agreement.

Provided, however that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the Architect shall be liable only to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the services performed by him till the date of termination of agreement.

13. TERMINATION:

That this agreement may be terminated at any time by either party upon giving one month notice and in the event of such termination the Architect shall be liable to refund the excess payment if any made to him over and above what is due in terms of this agreement on the date of termination. The BANK shall make payment of fees for the services already rendered by the Architect and the BANK may make full use of all or any of the drawings and details prepared by the Architect.

14. ARBITRATION

That if any dispute, difference or question shall at any time arise between the parties in respect of the meaning or construction of this agreement, or covering anything therein contained or arising out of this agreement, or the validity of the enforcement thereof which cannot be settled mutually, shall within 30 days (or such longer period as may be mutually, agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to sole arbitration by a person selected by the Architect out of the panel of three names supplied by the BANK from such selection by the Architect.

INDIAN BANK, PREMISES & EXPENDITURE SECTION, ZONAL OFFICE, GUWAHATI

The arbitration proceedings will be conducted in accordance with and be subject to the Indian Arbitration Act 1996 as amended from time to time and the decision of the arbitrator shall be final and binding on the parties.

The Arbitrator will have his seat at Guwahati or at such places in India as decided by the appointing authority. The Arbitrator may, with the written consent of the parties, extend time for making and publishing the award.

The Architect shall continue to perform his duties with diligence notwithstanding the fact that the dispute has been referred to Arbitration or any dispute or difference has arisen.

It is also the term of the agreement that if the Architect does not make any demand for arbitration in respect of any item in writing within 90 days of receiving intimation from the BANK that the final bill is ready for payment, the claim of the Architect will be deemed to have been waived and absolutely barred and the BANK shall be discharged and released of all liabilities under the agreement in respect of these claims.

15. NUMBER OF DRAWINGS SETS ETC. AND COPYRIGHT:

All the estimates, details of quantities, detailed design, reports and any other details envisaged under this agreement including drawings-architectural, structural, electrical, A/c or other services (Internal and External) should be supplied by the Architect without any extra cost. *Apart from submitting the hard copies, soft copies of all the drawings, details, designs shall also be submitted to the BANK for BANK's record & future reference at no extra cost.*

- i) One set of drawings and copies as are required to be submitted to the local authorities for approval of drawings and construction and for sanctioning all service connections, (if applicable) including all drawings required for resubmissions incorporating any changes or amendments required by such authorities.
- ii) Two sets of all drawings for contractors of various trades
- iii) Two sets of all drawings for Site Engineer
- iv) One set of drawings for all consultants, whether employed by the Architect or the BANK.
- v) Two sets of all drawings to the BANK
- vi) Two sets of original drawings approved by the local authorities with their seal and two sets of final completion drawings including structural and services drawings with all amendments, services identification marks and layouts of all services to the BANK, along with one complete set of final structural and services design with calculation. One complete set out of this shall be reproducible copy on A 1 size. Cost of supplying copies of drawings over and above the above sets shall be reimbursed by the BANK. All these drawings will become the property of the BANK and the BANK will have the right to use the same anywhere else. In that event, the BANK will pay a royalty to the Architect on mutually acceptable basis. The drawings cannot be issued to any other persons, firm or authority or used by the Architect for any other project. No copies of any drawings or documents shall be issued to anyone except the BANK and its authorized representative.
- (vii) If any changes are made in the drawings already issued, whether by the Architect or as required by the BANK, additional copies of drawings as mentioned in (ii) to (v) above, shall be issued.

16. GUARANTEE

The architect shall agree to redesign at his cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of design skill shall be found to be defective within one year from the date of completion of the work. The BANK shall grant right of access to the Architect to these portions of the work claimed to be defective, for inspection.

The BANK may make good the loss by recovery from the dues/security deposits of the Architect in case of failure to comply with the above clause.

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17. DETERMINATION OR RECESSION OF AGREEMENT:

The BANK without any prejudices to its right against the consultants in respect of any delay by notice in writing absolutely determines the contract in any of the following cases;

- i. If the Architect being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a (Manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or Manager or which entitles the court to make up a winding order.
- ii. If the Architect is not pursuing the project with due diligence within the timelines committed or commits breach of any of the terms of the agreement and when the Architect has made himself liable for action under any of the cases aforesaid the BANK shall have powers:
 - a. To determine or rescind the agreement
 - b. To engage another Architect to carry out the balance work debiting the Architect the excess amount if any so spent.

18. i) The BANK may have the work inspected at any time by any officer nominated by the BANK who shall be at liberty to examine the records check estimates, structural designs and verify measurements and the quality of work.

ii) The appointment of BANK's own supervisory staff if any, does not absolve the Architect of his responsibility of supervision. The Architect shall remain solely responsible for the quality of material, workmanship, structural soundness designs and construction and for all provisions of the contract so as to satisfy the particular requirement of the specifications.

19. (a) The Architect shall be fully responsible for the technical soundness of the work and furnish a certificate to that effect including the work of consultants and specialist engaged, if any, by him and also ensure and give a certificate at every bill stage that the work is carried out strictly in accordance with drawings and specification.

(b) The Architect shall supply to the supervising staff, if so engaged by the BANK, copies of all documents, instructions issued to contractors relating to the work drawings, specifications, bills of quantities and also other documents as may be required for proper supervision, free of cost.

20. All instructions to the contractor affecting the rules and provisions of contract shall be issued by the Architect in writing after obtaining proper approval in writing of the BANK and copies of such instructions shall simultaneously be supplied to the BANK.

21. The Architect shall be required to maintain his own accounts for certifying the contractor's bill and progress of work etc. These shall be properly handed over to the BANK before final payment under this contract.

22. The Architect hereby agrees that the fees to be paid as provided herein (clause 5) will be in full discharge of function to be performed by him and no claim whatsoever shall be against the BANK in respect of any proprietary rights or copy rights on the part of any other party relating to the plans, models and drawings.

The Architect shall indemnify and keep indemnified the BANK against any such claims and against all cost and expenses paid by the BANK in defending itself against such claims.

23. Notwithstanding the completion of the work as per Agreement entered hereto, the Architect agrees and undertakes the responsibility to suitably reply to the BANK's queries that may be raised by any authorized inspection agency of the BANK or the Government.

24. (a) In case it is established that due to fault of Project Architect or external agencies /consultant appointed by the Architect, if the BANK has to pay any extra amount due to over-run of the Project, over measurements - faulty description of tender item or any other lapse on the part of project architect necessary recovery may be effected from the Project

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Architect/Consultant's fees as per provision of Section 73 of Indian Contract Act 1872 under section 30 of Architects Act 1972 (Central Act No. 20 of 1972) and/or project Architect/Consultant may be debarred from employment for specified period and/or blacklisted depending on gravity of the lapses on the Project Architect.

(b) If work carried out by the Project Architect or consultants appointed by Architect is found to be sub-standard or un-duly delayed on his account, the concerned BANK should report to IBA, misbehavior of the Project Architect and IBA in turn should inform all the member BANKs, after examining veracity of the BANK's version, not to deal with such Project Architect by way of punishment to him."

25. APPLICATION FEE: Application fee (non refundable) of Rs. 1,000/- is payable in form of DD/PO favoring Indian Bank, payable at Guwahati. As per Govt. guidelines, application fee is exempted for units registered as MSME with competent registering authority. Relevant certificate has to be mandatory enclosed along with technical bid. Offers received without application fee and not accompanying exemption certificate shall be rejected.

For and on behalf of
M/s. _____

For and on behalf of
INDIAN BANK

IN THE PRESENCE OF::

1.

2.

PROFORMA-A

"CONFIRMATION FOR ACCEPTANCE OF THE OFFER"

Subject: ARCHITECTURAL SERVICES FOR CIVIL & INTERIOR FURNISHING WORKS INCLUDING
RELATED ELECTRICAL, MODULAR, AIR CONDITIONING (HVAC), SMOKE DETECTION, FIRE
ALARM SYSTEM AND CCTV SURVEILLANCE SYSTEM
OF FGM Office, Zonal
Office, RAPC & MAPC
at
BSNL Building, BSNL Bhawan, Panbazar,
Guwahati-781001, ASSAM

1. I/We have read and examined the Notice Inviting offer, the draft agreement to be entered with and understood all its contents and all other relevant particulars.
2. I/We are fully qualified to provide the professional consultancy services to the said work and have understood the scope of services, terms and conditions, BANK's time schedule.
3. I/We are enclosing along with this offer application fee of Rs. 1,000/- and Earnest Money Deposit of Rs. 10,000/- in form of DD favoring Indian Bank, payable at Guwahati
OR
I/We are registered as Micro/Small/Medium enterprise and are exempted from paying application fee & EMD. I/we are enclosing relevant certificates in support of exemption.
4. I/We are agreeable to extend our professional services for the subject project and the professional charges have been conveyed in "Proforma -C" furnished.
5. I/We fully understand that you are not bound to accept the lowest or any offer you may receive.
6. I/We agree that until a regular agreement is executed, this document with the BANK written acceptance thereof shall constitute a binding contract between us.

DATE:

Signature of the Architect.

(Please submit this acceptance letter in your letter head as a covering letter to the offer document.)

INDIAN BANK, PREMISES & EXPENDITURE SECTION, ZONAL OFFICE, GUWAHATI

PROFORMA-B
"APPLICATION FORMAT"

Subject: ARCHITECTURAL SERVICES FOR CIVIL & INTERIOR FURNISHING WORKS INCLUDING
RELATED ELECTRICAL, MODULAR, AIR CONDITIONING (HVAC), SMOKE DETECTION, FIRE
ALARM SYSTEM AND CCTV SURVEILLANCE SYSTEM

OF FGM Office, Zonal
Office, RAPC & MAPC
at
BSNL Building, BSNL Bhawan, Panbazar,
Guwahati-781001, ASSAM

1. (a) Name of the Applicant :

Local Address :

Telephone No. :

Office :

Residence :

Mobile :

Fax :

E-Mail :

Office Address :

2. a) Status of the Firm (Whether
company/Partnership/proprietary) :

b) Name of the Proprietor/ Partners/
Directors(with professional qualifications,
if any):

I)

II)

III)

c) Year of establishment :

3. Whether registered with Registrar of
Companies/firm. If so, No.& Date :

4. Registration with Tax Authorities :

a) Income-tax No. PAN/GIR
NO;(Furnish copies of Income-tax
returns)

b) GST Regn Number :
(Furnish the latest copies of the returns filed)

c) Registration Number with Council of Architects:

d) GST registration details :

INDIAN BANK, PREMISES & EXPENDITURE SECTION, ZONAL OFFICE, GUWAHATI

5. Names of the Bankers with address

:

I)

II)

6. Turnover of the Company/firm (only through architectural services. Turn over from any other businesses not to be included):
 (Please attach copy of documents in support of the details) Note: Indicate only Professional fees and not cost of works

| SNo. | Year | Turnover |
|------|---------|----------|
| 1 | 2019-20 | |
| 2 | 2020-21 | |
| 3 | 2021-22 | |

If turnover certificate for FY 2021-22 is not available, Bidders may submit the same for FY 2018-19.

7. Registration with Government/Public Sector/Banks /Corporate, if any

| NAME OF THE ORGANISATION | NATURE OF WORKS | VALUE OF WORKS | DATE OF REGISTRATION |
|--------------------------|-----------------|----------------|----------------------|
| | | | |
| | | | |
| | | | |
| | | | |

8. What are your fields of activities? Mention the fields on preference basis

1)

2)

3)

INDIAN BANK, PREMISES & EXPENDITURE SECTION, ZONAL OFFICE, GUWAHATI

9. Details of the works executed during last 5 years to 31/03/2022 (to meet eligibility condition No.3) for which consultancy services were provided

| SI | Name of Work | Work executed for (name of the organization with address, concerned office and telephone number) | Nature of work (in brief) | Location of the work | Actual Value of the works | Date of commencement & Completion. |
|----|--------------|--|---------------------------|----------------------|---------------------------|------------------------------------|
| | | | | | | |

10. Details of the works executed during 5 years prior to 31/03/2022 costing more than Rs.1.05Cr (to meet eligibility condition No.4) for which consultancy services were provided

| SI | Name of Work | Work executed for (name of the organization with address, concerned office and telephone number) | Nature of work (in brief) | Location of the work | Actual Value of the works | Date of commencement & Completion. |
|----|--------------|--|---------------------------|----------------------|---------------------------|------------------------------------|
| | | | | | | |

Note: The works which qualify for both the above categories then the same should be indicated in both 9 & 10. Copies of client's satisfactory completion certificates shall be enclosed. *Also, photo images, 3D walk-through's, Videos, power point presentations of works handled, in soft copy form (Compact Discs) may be submitted.
(*optional)

INDIAN BANK, PREMISES & EXPENDITURE SECTION, ZONAL OFFICE, GUWAHATI

11. Key personnel permanently employed in your organization (In case of firms registered in places outside Guwahati, details of personnel employed in local office at Guwahati also to be provided in addition to key personnel of the organization):

| SIN o. | Name | Qualifications | Experience | Particulars of work done | Employed in your Firm since | Any other |
|-----------|------|----------------|------------|--------------------------------|-----------------------------------|-----------|
| | | | | | | |

12. Furnish the names of three responsible clients/ persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.

| NAME OF THE OFFICIAL | ORGANISATION & ADDRESS | CONTACT NUMBERS |
|----------------------|------------------------|-----------------|
| | | |
| | | |
| | | |

13. Furnish the details of AWARDS, CITATIONS etc received in recognition of your services in projects designed/ associated

| YEAR | Name of the Award with details | Name of the organization from whom award was received | Name of the project for which such award was received |
|------|-----------------------------------|--|---|
| | | | |
| | | | |
| | | | |

DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I/we have no objection if enquiries are made about the work listed by me/us in the accompanying sheets /annexure.
3. I/We agree that the decision of Bank in selection will be final and binding to me /us.

Place :
Date :

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANISATION

INDIAN BANK, PREMISES & EXPENDITURE SECTION, ZONAL OFFICE, GUWAHATI

PROFORMA-C
"FINANCIAL BID -FEESTRUCTURE"
 (To be submitted in separate sealed ENVELOPE)

To,

The Deputy Zonal Manager
 P&E section, Indian Bank
 Zonal Office Guwahati
 2nd Floor, Sarma & Sarma
 Market, R.G Baruah
 Road, Chandmari, Guwahati-
 781003

Subject: ARCHITECTURAL SERVICES FOR INTERIOR FURNISHING WORKS INCLUDING
 RELATED CARPENTRY, ELECTRICAL, AIR CONDITIONING (HVAC), SMOKE DETECTION, FIRE
 ALARM SYSTEM AND CCTV SURVEILLANCE SYSTEM
 OF FGM Office, Zonal
 Office, RAPC & MAPC of
 Indian Bank
 at
 BSNL Building, BSNL Bhawan, Panbazar,
 Guwahati-781001, ASSAM

This is with reference to your notice inviting offers for appointment of Architect for the above mentioned project.

I/We have read the notice inviting offer, general rules and instructions and the draft agreement to be entered by the successful offerer. I/We also understand that BANK reserves its right to accept or reject any or all the offers partially or wholly.

I/We are fully qualified to provide consultancy services for the said work and have understood the scope of services, terms and conditions. Accordingly, we are agreeable to extend our professional services for the subject work on the following charges:

1. **Consultancy fees** as per clause 5(a) of the "Conditions of Agreement", for complete Architectural/Structural and other consultancy services.

Fee in figures: (%)

& in words..... Percentage

The above fee is payable based on the estimated cost as indicated in clause 5 of the Conditions of Agreement or actual Project Cost whichever is lower Plus applicable GST.

I/We fully understand that you are not bound to accept the lowest or any offer you may receive.

Date:

Signature of the Architect

Place:

PROFORMA D

AGREEMENT WITH THE ARCHITECT

Memorandum of agreement, made at _____ this _____ day of the month of _____ In the year _____ between INDIAN BANK having its Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai-600014 amongst othersrepresented by its duly constituted attorney (hereinafter referred to as Bank) which expression shall unless excluded by or repugnant to the context be deemed to include their successors, and assigns in office) of the one part And M/s. _____ Architect, having its office at _____ (hereinafter referred to as the Architect) which expression shall unless excluded by or repugnant to the context, be deemed to include their successors and assigns) of the other part.

WHEREAS the Bank is desirous of undertaking civil, interior furnishing, electrical, AC, fire fighting, CCTV & allied works at the building having 6000 sft Carpet Area (approximately) located at **BSNL Building, BSNL Bhawan, Panbazar, Guwahati-781001, ASSAM** in accordance With the general requirements, and where as the Architect have agreed to perform the services as set out and subject to the terms and conditions set forth in the said "**Conditions of contract**" herein under.

NOW, these present witnesseth and it is hereby agreed and delivered by between the parties here to as follows:

The Bank appoints the Architect and the Architect accepts the work on a clear understanding that the Architect shall not be an employee of Bank for any reason whatsoever including for the reason of his appointment by virtue of this agreement and on the terms and conditions (i.e. Conditions of Agreement) set forth as stated in the foregoing, which shall form part and parcel of the agreement.

IN witness whereof, the parties hereunto have set their hands and seals the day and year first above written.

For and on behalf of

For and on behalf of the

M/s. _____

INDIAN BANK

In the presence of :

1.

2.

INDIAN BANK, PREMISES & EXPENDITURE SECTION, ZONAL OFFICE, GUWAHATI

PROFORMA- E

To,

The Deputy Zonal Manager
 P&E section, Indian Bank
 Zonal Office Guwahati
 2nd Floor, Sarma & Sarma
 Market, R.G Baruah
 Road, Chandmari, Guwahati-
 781003

Subject: ARCHITECTURAL SERVICES FOR INTERIOR FURNISHING WORKS INCLUDING RELATED
 CARPENTRY, ELECTRICAL, AIR CONDITIONING (HVAC), SMOKE DETECTION, FIRE ALARM
 SYSTEM AND CCTV SURVEILLANCE SYSTEM
 OF FGM Office, Zonal Office,
 RAPC & MAPC of Indian Bank
 at
 BSNL Building, BSNL Bhawan, Panbazar,
 Guwahati-781001, ASSAM

1. Details List of relatives working in Indian bank-

| NAME OF THE OFFICIAL | DESIGNATION | ADDRESS OF THE OFFICE /BRANCH |
|----------------------|-------------|-------------------------------|
| | | |
| | | |
| | | |

2. Details/List of retired Government /PSU/Bank employees ,employed by the applicant:

| NAME OF THE RETIRED OFFICIAL | DESIGNATION | NAME & ADDRESS OF THE PREVIOUS EMPLOYER |
|------------------------------|-------------|---|
| | | |
| | | |
| | | |

Name & Signature of Architect

PROFORMA- F

To,

The Deputy Zonal Manager
P&E section, Indian Bank
Zonal Office Guwahati
2nd Floor, Sarma & Sarma
Market, R.G Baruah
Road, Chandmari, Guwahati-
781003

Subject: ARCHITECTURAL SERVICES FOR INTERIOR FURNISHING WORKS INCLUDING RELATED
CARPENTRY, ELECTRICAL, MODULAR, AIR CONDITIONING (HVAC), SMOKE DETECTION, FIRE
ALARM SYSTEM AND CCTV SURVEILLANCE SYSTEM
OF FGM Office, Zonal Office,
RAPC & MAPC of Indian Bank
at
BSNL Building, BSNL Bhawan, Panbazar,

This has reference to your above subject.

Mr/Miss/Mrs. _____ Hereby authorized to attend the bid opening on
_____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority
Of the Architect

LIST OF DOCUMENTS ATTACHED

[illegible]