

Project:

'Pre-qualification and selection of Project Management Consultant (PMC) for execution of the Proposed Redevelopment of Indian Bank Executive's Quarters located in No.2, Ramachandra Road, Luz Avenue, Mylapore, Chennai – 600004'

Tender Date	14.12.2022	Last Date Of Tender Submission	10.01.2023
Pre-bid Meeting Date & Time	22.12.2022 @ 11.00 AM	Pre-Bid Clarification Date	27.12.2022

Pre-bid meeting Through online mode

Attended by:

(A) From Employer – M/s.Indian Bank:

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|------------------------------|------------------------|
| 1) Sri Deepak Gupta | : GM (Estate) |
| 2) Sri Sunil Kumar Jha | : DGM (Estate) |
| 3) Sri A Udayakumar | : AGM (Estate) |
| 4) Sri R.Venkateswaran | : CM (Estate) |
| 5) Sri P.Bharathiraja | : CM (Premises) |
| 6) Sri M.Bubesh Gupta | : SM (Architect) |
| 7) Sri S Mahendiran | : SM (Electrical Eng.) |
| 8) Sri Ravindra Pratap Singh | : AM (Civil Eng.) |

(B) From Bidders (M/s.) :

- 1) Tern Engineering & Construction services PVT LTD
- 2) CBRE
- 3) IRCLASS Systems and Solutions Pvt Ltd.
- 4) Knight Frank (India) Pvt. Ltd.
- 5) Cushman & Wakefield
- 6) Infrabees Project Management Consultants Pvt Ltd
- 7) EPMCR Pvt. Ltd.
- 8) JLL

Clarifications for the queries raised in the pre-bid meeting held via Video Conferencing at Indian Bank Corporate Office:

Sl. No.	Query	Reply/ Clarification by Bank
1	Request Bank to wave off the Tender Fee & EMD Fee.	Please adhere to the RFP terms and conditions. EMD & Tender Fee cannot be waved off.
2	If not, can the bidder submit the Tender Fee & EMD fee in form of Demand Draft	Yes, the Bidder can submit the Tender Fee & EMD fee in form of Demand Draft. Bidder should ensure that the same should reach us on or before the tender opening date & time. Also, the bidder has to upload the scanned image of DD in the online submission.
3	Defect Liability Period usually under contractor scope and shall be part of vendor agreement, hence requesting to delete the clauses pre-training to Defect Liability Period	Please adhere to the RFP terms and conditions
4	We request an extension for tender submission till 12th January 2023	The last date for submission of tender is extended upto 10.01.2023
5	In Clause No.: 4.0 Scope of Services in page no.10/68, in serial no. 4.5 it is informed that "The PMC shall make adequate and correct documentation of the project for dealing with legal and contractual aspects of the civil works." The PMC cannot be responsible for documentation with legal aspects. This beyond PMC's scope, hence language need to be modified.	Please adhere to the RFP terms and conditions
6	In Clause No.5.0 Brief Scope of Work in page no.15/68, in serial no. 5.17 it is informed that "PMC shall be fully responsible for dealing with the Arbitration cases, if any raised during limitation period, for contracts entered between Owner and various agencies. PMC will prepare claims/ counter claims, attend hearings and provide all necessary assistance to Owner till final settlement of disputes which shall be governed by following Arbitration & Conciliation Act 1996." PMC cannot take responsibility for handling arbitration and litigation matters on behalf of client.	In PQ it is stated that on behalf of the Bank, the PMC should provide necessary assistance till final settlement of disputes if any.

7	<p>In Clause No.5.0 Brief Scope of Work in page no.21/68, in serial no. 5.25 - Replacement.</p> <p>Immediate replacement of staff may not be always possible. Hence, suggest the time period for any replacement may be mutually agreed on case to case basis.</p>	<p>If the staff of the PMC, deployed is involved in any unlawful activity, he/she should be replaced immediately. In other case, a replacement period of 7 days is permitted, provided some other official takes care of his/ her works assigned.</p>
8	<p>In Clause No.8.0 Terms & Conditions of Engagement in page no.32/68, in serial No.a) Responsibilities Of The PMC, point (h). PMC shall be fully responsible for the timely completion, the quality and structural safety of the construction.</p> <p>PMC shall provide its services on timely basis. However, PMC shall not be liable for any delay in the project due to the other consultants / contractors engaged by client. In the event the project is delayed beyond the term the parties shall mutually agree upon an extension on terms and conditions and payment terms mutually acceptable to the parties. This point (h) needs to be suitably revised.</p>	<p>Please adhere to the RFP terms and conditions</p>
9	<p>In Clause No.8.0 Terms & Conditions of Engagement in page no.32/68, in serial No.a) Responsibilities Of The PMC, point (i). Any defects discovered and brought to the notice of the PMC during the period aforesaid shall be rectified by the contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor.</p> <p>Any defects on site shall be rectified by the general contractor engaged by client, and not by contractor of PMC. This clause (i) needs to be suitably revised</p>	<p>Agreed. The clause be read as</p> <p>"(i) Any defects discovered and brought to the notice of the PMC during the period aforesaid shall be rectified by the contractor appointed by the Bank. PMC shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor."</p>

10	<p>In Clause No.8.0 Terms & Conditions of Engagement in page no.32/68, in serial no. c) Completion of the Project, point 5). "The date of acceptance by the Owner as aforesaid along with No Objection Certificate (NOC) for occupation or Completion Certificate from statutory authorities shall be deemed to be the date of completion of the Project (hereinafter called COMPLETION) for the purpose of this CONTRACT. However, this does not exclude the responsibility of the PMC to obtain the completion certificates through Architect and submit to the Employer and also their responsibility for the defect liability period."</p> <p>The contract should be considered completed, upon completion of PMC services by the PMC Consultant. Obtaining occupation/ completion certificate from statutory authorities is client responsibility and not that of PMC. This clause needs to be revised.</p>	<p>PMC services is deemed to have been completed only upon completion of certification of final bill of the contractors and submission of construction related documents and the materials used etc. The scope of PMC service includes assisting the Architect in submission of necessary drawing & details for obtaining the completion certificate from Govt. authorities.</p>
11	<p>In Clause No.8.0 Terms & Conditions of Engagement in page no.34/68, d) Liquidated Damages.</p> <p>Instead of Liquidated Charges, it is requested to consider 5% on Retention & 5% on Penalty.</p>	<p>Please adhere to the RFP terms and conditions</p>
12	<p>In Clause No.8.0 Clause 8.0 Terms & Conditions of Engagement in page no.34/68, f) Termination.</p> <p>The termination clause needs to be mutual, so that either party should have the right to terminate the contract for default in obligations / breach of contract by the other party, which the other party fails to rectify within 30 days upon being informed in writing by the non-defaulting / non-breaching party.</p> <p>PMCs obligation as to the costs as stated under this clause (f) shall be applicable in case of client's termination of contract due to unremedied breach of the contract as stated above.</p> <p>This clause (f) needs to be suitably revised</p>	<p>Please adhere to the RFP terms and conditions</p>

13	<p>In Clause 16.0 Special Conditions Of Contract (SCC) in page no.36/68, point (6) The risks and the coverage.</p> <p>PMC Consultant maintains standard insurances pertaining to workers compensation, comprehensive general liability insurance and professional indemnity insurances that are applicable to all clients in India. The same insurances will apply to this contract as well.</p> <p>This clause needs to be revised accordingly</p>	<p>If the staffs are already covered under the Standard Insurance policy of their organization, then the selected PMC has to provide endorsement that the staffs posted in the project are already covered under their Standard insurance policy.</p>
14	<p>The "Stages / Milestones for Payment of Consultancy Charges" in page no.45/68 to be revised.</p>	<p>Please adhere to the RFP terms and conditions. The "Stages / Milestones for Payment Of Consultancy Charges" in the PQ document holds Good.</p>
15	<p>Clause 16.0 Special Conditions of Contract (SCC) point (10) Performance Guarantee.</p> <p>Rectification of defects is the responsibility of general contract and not of PMC.</p>	<p>The PMC is responsible for the defects if any noticed in the works done by the contractor and they are responsible for rectification of the same through the contractor.</p> <p>Please adhere to the RFP terms and conditions.</p>
16	<p>Clause 16.0 Special Conditions of Contract (SCC) point (11) Rectification of Errors, Omission etc.</p> <p>This should be part of the design consultant & Contractor scope and Rectification of defects is the responsibility of general contract and not of PMC. Hence request for a deletion.</p>	<p>Please adhere to the RFP terms and conditions.</p>

17	<p>Clause 16.0 Special Conditions of Contract (SCC) point (15) Responsibility for Data & Designs.</p> <p>A new clause needs to be inserted containing the following words: "PMC shall not be responsible for the acts or omissions of the Bank, consultants, their agents or employees, or other persons performing any of the work. The Bank agrees and acknowledges that PMC shall not be liable for any and all liability including but not limited to mishaps, accidents on the site arising out of any breach, misrepresentation, act of omissions or commission, negligence, gross negligence or wilful misconduct of Bank or Bank's failure to comply with applicable law.</p> <p>The Bank acknowledges that the services and work product provided by the consultants are the responsibility of such consultants and PMC shall not be liable for the design techniques or procedures employed by such consultants or construction means, methods, techniques, sequences or procedures, particularly as they apply to the structural integrity of the constructed building components in the Project."</p>	<p>PMC is responsible for the design techniques involved in the construction of building, construction means etc.</p> <p>Hence, Please adhere to the RFP terms and conditions</p>
18	<p>Clause 16.0 Special Conditions of Contract (SCC) point (15) Responsibility for Data & Designs, "The final responsibility for the correctness, adequacy and accuracy of the technical specifications, tender documents, measurements, quantity, quality, purchase specifications, Installation instructions and commissioning steps etc. furnished by the Consultant, shall lie with the PMC."</p> <p>The language of this clause needs to be revised.</p>	<p>Please adhere to the RFP terms and conditions</p>
19	<p>Clause 16.0 Special Conditions of Contract (SCC) point (16) "Liability of the PMC or Consultant: Except in case of gross negligence or will full misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the liability of the Consultant for all guarantees & warranties shall be limited to 100 percent of the total fee payable."</p> <p>The highlighted words needs to be replaced</p>	<p>Please adhere to the RFP terms and conditions</p>



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20	<p>Clause 16.0 Special Conditions Of Contract (SCC) point (17) Working hours, Overtime, Leave, etc.: the following words needs to be incorporated:</p> <p>“The PMC / Consultant shall not be liable to the Bank, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for loss of profits, sales, business, agreements, contracts, anticipated savings, goodwill, use or corruption of software, data or information, or any incidental, punitive, indirect or consequential loss.</p> <p>The PMC / Consultant shall have no liability with respect to any claim incurred by or asserted against the Bank based upon or resulting from any erroneous or incomplete data provided by Bank or any third party or otherwise contained in Bank’s databases. No representation or recommendation is or will be made by Bank as to the legal sufficiency, legal effect, tax or accounting consequences of any transaction or documentation.”</p>	Please adhere to the RFP terms and conditions
21	<p>Clause 16.0 Special Conditions Of Contract (SCC) point (25) Indemnity: This term needs to be revised.</p>	Please adhere to the RFP terms and conditions
22	<p>Clause 16.0 Special Conditions of Contract (SCC) point (27) Changes and Additions: Any changes or additions to the specified scope of services can be carried out by the Consultant on mutually agreed terms and conditions including payment of additional costs by client. This clause needs to be suitably revised.</p>	Please adhere to the RFP terms and conditions
23	<p>Clause 16.0 Special Conditions of Contract (SCC) point (27) Changes and Additions: Any changes or additions to the specified scope of services can be carried out by the Consultant on mutually agreed terms and conditions including payment of additional costs by client. This clause needs to be suitably revised.</p>	Please adhere to the RFP terms and conditions

24	<p>Clause 16.0 Special Conditions Of Contract (SCC) point (27) Changes and Additions: Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing by registered notice within 72 (seventy two) hours of the alleged beginning and ending thereof. The Notice shall be followed by a Certificate from local Chamber of Commerce or the Statutory Authority as satisfactory evidence in support of the claim within 15 days of occurrence and cessation of such Force Majeure conditions.</p> <p>These highlighted words are requested for a deletion:</p>	<p>The clause be read as: "(27) Changes and Additions: Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing by registered notice within 72 (seventy two) hours of the alleged beginning and ending thereof. The Notice shall be followed by a Certificate from the Statutory Authority as satisfactory evidence in support of the claim within 15 days of occurrence and cessation of such Force Majeure conditions."</p>
25	<p>Clause 16.0 Special Conditions of Contract (SCC) point (36) Guarantee and Liabilities: The PMC shall be liable to the Owner for the performance of services in accordance with the provision of this agreement and for the loss suffered by the Owner as a result of default of the PMC in such performance.</p> <p>Indemnity is already covered under clause 25. Hence, request for a deletion of this clause.</p>	<p>The clause "25) Indemnity" in Page no.41/68 stands cancelled.</p>
26	<p>Clause 16.0 Special Conditions of Contract (SCC) point (37) Defect Liability Period.</p> <p>Rectification of defects during the DLP period is the responsibility of general contractor and not that of PMC. If required, PMC can co-ordinate with the general contractor at additional cost. This clause needs to be revised.</p>	<p>If any defects noticed in DLP on the work executed by the general contractor, the PMC have to get it rectified either by themselves or through the contractor who has executed it.</p> <p>Hence, Please adhere to the RFP terms and conditions</p>
27	<p>Clause 16.0 Special Conditions of Contract (SCC) point (38) Insurance point (ii) Insurance against fire, theft, damages and loss of all property owned by PMC at the construction site.</p> <p>This provision needs to be revised with comprehensive general liability insurance as per the standards maintained by PMC.</p>	<p>The PMC has to make own arrangements for insuring their items in the site either through centralised policy or separate policy for the site related items.</p> <p>Hence, Please adhere to the RFP terms and conditions</p>



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<p>28</p>	<p>Request to add new clause pertaining to Environmental Matters and Pre-Existing Site Conditions needs to be inserted containing the following words:</p> <p>“The Bank acknowledges that the PMC is not an environmental expert or consultant in the field of the Hazardous Materials. The Bank agrees that the PMC is not and shall not be deemed an “operator” the Site or a “generator” or “transporter” (or comparable legal status) for purposes of any law pertaining to the Hazardous Materials. Notwithstanding any provision hereof to the contrary, the PMC shall not be responsible for detecting, handling, removing, remediating, or disposing of such Hazardous Materials, except to the extent of any Hazardous Materials brought onto the Site by the PMC. “Hazardous Materials” shall mean any hazardous material or substance which is or becomes defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” pollutant, or contaminant under any applicable law, regulation or rule.</p> <p>PMC shall not be responsible for detecting or dealing with any pre-existing conditions of the Site and shall not be responsible for detecting or dealing with structural or latent defects or other defects whether pre-existing or arising during the term of the Agreement. Notwithstanding anything to the contrary contained herein, the Bank shall indemnify, defend and hold the PMC harmless from and against all claims asserted against or incurred by the PMC to the extent such claims result from or arise out of any condition or circumstance arising initially prior to the date of this Contract (regardless of whether such condition or circumstance continues).”</p>	<p>No need for such clause.</p>
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29	<p>A new clause pertaining to Bank's Acknowledgments needs to be inserted containing the following words:</p> <p>“(i) The Bank acknowledges and agrees that the PMC shall not be responsible for any forecasts of financial viability; the designs of other consultants; or the advice or recommendations that may be provided by any of the consultants or advisers appointed by the Bank.</p> <p>(ii) To the extent the Services include review of the safety program provided by the main contractor engaged by the Bank and its subcontractors and providing appropriate recommendations and information to the contractor and Bank regarding the safety programs, the Bank acknowledges and agrees that the role of PMC shall be limited to scope set out in Scope of Services Schedule, however, notwithstanding such review and recommendations, the contractor and its subcontractors shall remain primarily responsible for the overall project safety program.”</p>	No need for such clause.
30	Our understanding is Contract duration is 22 months + Defect liability Coordination 12 months (on call basis)	Please refer clause 6.1 in page 24 of 68. During defect liability period, whenever the requirement arises, the PMC has to attend the defects by giving advice to the contractor and ensure its completion as per the scope of the tender.
31	Request to waive off Performance Guarantee - 3% of the Consultant's work order value of the estimate cost	Please adhere to the RFP terms and conditions. Performance Guarantee cannot be waved off.
32	Whether, Balance sheet can be shared for For Clause 3.1.D & E.	Please adhere to the RFP terms and conditions
33	Clause 5.14 PMC shall be fully responsible for quality control and shall put in place such measures as are essential for ensuring regular on site quality checks. The PMC shall ensure third party test of materials and any equipment (preferably from a Government Institute like IIT/ NIT/ NABL Accredited Lab etc.), if required as per the provisions given in Works Contracts.	Yes.



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	PMC will coordinate and necessary charges will be borne by Contractor	
34	<p>Clause 5.16 (m) Provide detailed justification for necessity of changes in terms of design, quantities, and specifications etc. & obtain approval thereof from Owner with cost implication. In case there is likelihood of excess expenditure over the approved preliminary estimates at any stage of work, PMC shall submit revised detailed estimates along with justification for effected items of work for approval from Owner.</p> <p>Architect or Consultant will provide the revised estimate, PMC will review the same.</p>	PMC to give justification for such revisions as they are responsible for monitoring the site execution and co-ordination.
35	<p>Clause 5.18 ix) Ensure that applications for statutory approvals and consents etc are submitted in accordance with programs and bringing it to the notice of the Employer for any potential delays.</p> <p>PMC will coordinate for only documents for statutory purpose and update the status. Any application or dealing with Govt agencies is to be excluded.</p>	Any queries raised by Govt agencies on any application filed related to building completion, it is the responsibility of PMC to prepare reply to enable Bank to submit the same with justification.
36	<p>Clause 5.26 PMC, within one month of issue of Letter of Intent to the selected contractor by Owner, shall open, a fully functional, IT-enabled and equipped office with a team of fulltime personnel at the project site. All staff appointed and/or stationed at the said office shall need to be to the acceptance of and with the approval of the Owner. The required office furniture, fixtures & IT essential shall be brought by the PMC.</p> <p>Request to provide fully furnished office space, only IT laptop and printer is under PMC scope.</p>	Please adhere to the RFP terms and conditions
37	<p>Clause 2) Evaluation of Technical bid - B,ii- Experience of handling similar works costing not less than Rs.5 crores to the Govt./ PSUs/ PSBs during last 7 years ending 30.09.2022.</p> <p>Please consider experience with Private developers also.</p>	Please adhere to the RFP terms and conditions



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38	<p>Clause d) Liquidated Damages - d) In addition to clause 12 (a) above, PMC shall be liable to pay damages to the tune of 2% (two percent) of the consultancy charges payable in case GRIHA- 4 star rating is not achieved. The amount shall be deducted from each RA bill on prorata basis/ final bill and shall be released on submission of GRIHA-4star certification.</p> <p>PMC will coordinate, client need to appoint Green Building Consultant for achieving GRIHA certification. Request to wave off.</p>	<p>Bank envisages to obtain 4 star GRIHA certification for the proposed building. The PMC has to ensure that green building norms specified by the Architect for this project are being implemented during execution. Failure to do so and if it results in not achieving the 4-star rating, then the PMC is liable to pay damages to the Bank.</p> <p>Since, many bidders have requested for modification of the clause, the percentage liable to pay as damages is reduced from 2% to 1%.</p>
39	<p>Clause d) Liquidated Damages - e) When any penalty damages or sum is withheld from payment to the contractor/s on account of defective work, the PMC's fees in respect of the total value of such defective work shall not be taken into consideration while calculating the fees of PMC.</p> <p>Any deduction to the PMC is not acceptable.</p>	Please adhere to the RFP terms and conditions
40	<p>Clause - 16) Liability of the Consultant - In case of gross negligence or will full misconduct on the part of the consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the liability of the Consultant shall be 100% of the total fee payable for defects in the deliverables/ deficiencies in the Services.</p> <p>This clause needs to be suitably revised.</p>	Please adhere to the RFP terms and conditions
41	<p>Clause - 23) Idle Claim - No claims from the Consultant shall be entertained on account of idle work force, non-use of facilities due to stoppage of work, unprecedented rain, storm, pandemic, epidemic or any other Unforeseen circumstances.</p> <p>This clause needs to be suitably revised for idle work force for a term of 15 days or more.</p>	Please adhere to the RFP terms and conditions
42	Request you to specify the Invoicing and payment terms and interest for any delayed payments to avoid and delayed payments	The payment to the Consultant shall be made periodically as per the Table 1 - Stages / Milestones for Payment Of Consultancy Charges. The Bank shall cause the payment to the Consultant to the extent of the amount indicated in the running bills, received in triplicate along with duly approved supporting documents, within thirty working days of receipt of the running bill.



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43	Request you to specify that for any change in the scope the fees will be increased accordingly as otherwise any additional costs needs to be borne by?	Refer clause no. 27 on page no.41 of the tender document.
44	Request you to specify that PMC shall have the right to terminate the agreement by way of 15 days' notice. Upon termination, PMC shall be relieved and discharged from all liabilities, obligations or Claims, if any whatsoever, however, PMC shall be entitled to receive from the Client all outstanding dues including all out-of-pocket costs, charges and expenses in terms of the agreement forthwith. If the same is not specified Client may enforce specific performance of the contract and PMC payments will not be secured.	In case the PMC wants to terminate the contract, in such case the PMC has to give 45 days prior notice to the bank to identify other options and in the meantime the additional expenses incurred by the Bank shall have to be reimbursed in addition to the claims made by the contractor if any, for not getting any direction in proceeding with the work in terms of the quantum claimed by the contractor.
45	Request you to add that, Fees shall be subject to change due to any increase in the cost of labour, duties, Taxes, Statutory dues and any other services which are essential for rendering the services as per the agreement, also need to specify that, all out of pocket expenses incurred by the employees of PMC with prior approval in relation to the services rendered shall be borne by the Client.	The fees shall be calculated as per the contents given in Annexure – V, page no 53 (e-financial bid). No out of pocket expense shall be entertained.
46	Request you to specify that if the Project is delayed due to the reasons attributable to the Client, due to delay in obtaining statutory approvals/ permissions and / or delay in respect of the compliances for the Project/ property/ Premises or for any reasons beyond the scope of PMC then PMC is not responsible for the same.	Agreed, subject to the condition that the delay was due to not carrying out the work as per the schedule / scope defined in the RFP.
47	Request you to specify that the Client shall supply free of charge, construction drawings, specifications and all pertinent data and other information as requested by PMC, and give such assistance as shall be required for the carrying out the services. The Client shall ensure that all the information provided by it to PMC is accurate, reliable, genuine and correct. PMC shall not be responsible for any inaccuracy or discrepancy in any information provided by the Client in any manner whatsoever.	Drawings will be provided by the Architect for this project. Refer clause no.5.18 on page no.15 of the tender document.



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48	Request you to specify that Client shall make all necessary application and shall liaise with the statutory authorities and/or utility companies to provide both temporary and permanent electricity, water supply, sewer connections and other essential services to the Premises to enable PMC to commence, carry out and complete its duties under the agreement.	Please adhere to the RFP terms and conditions
49	Request you to specify that any services information, surveys and reports required to be furnished by other consultants employed by the Client, shall be furnished with reasonable promptness at the Client's expense Such information shall be deemed to be reliable, accurate and professionally complete, and shall be entitled to rely upon the accuracy and completeness thereof.	Information required by the other consultant shall be arranged and supplied by the Bank but the same should be envisaged by the PMC well in advance (Minimum 15 days) and informed forthwith as where the requirement is arises.
50	Request you to specify that Client guarantees timely decision and timely bill payment/payment of fees to PMC. Any delay in the completion of the work of the Premises attributable to the Client shall be the responsibility of the Client.	Please adhere to the RFP terms and conditions
51	Request you to specify that Client shall provide its Contractor's / its employees with adequate safety utilities and shall ensure that the Services are not carried out under any dangerous or unhealthy conditions and shall take all necessary measures to protect the employees from exposure to any safety or health hazard and PMC shall not be liable for the same	It is not in the scope of the client. As per their 'Brief scope of work', it is PMC's responsibility to arrange such things and is well under the ambient of the work. The PMC has to monitor and inform the contractors about the safety/ health aspects to be followed in the site.
52	Please specify the Agreement format to be entered.	Please refer for the enclosed "Format of Agreement".
53	Placement of Diploma Engineers at the site may be permitted.	Please refer clause 5.27 in page 22 of 68.

This Pre-Bid clarification shall be downloaded, signed, sealed and enclosed along with the Technical-Bid document.



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Format of Agreement

Articles of Agreement made at on this day of between (Name of the PMC) having its office at hereinafter referred to as the Project Management Consultants (also referred as PMC or Firm) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being and from time to time of the PMC, the survivor or survivors of them, their respective heirs, executors and administrators of the last survivor and their, his or her assigns of the one part, and Indian Bank having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014 (hereinafter called "the Employer") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the other part.

Whereas Employer is desirous for "Redevelopment of Indian Bank Executive's Quarters located in No.2, Ramachandra Road, Luz Avenue, Mylapore, Chennai – 600004" hereinafter referred to as the "the project" or "the work" have appointed Architect or proposes to appoint an Architect (hereinafter referred to as "the Architect"). And whereas for the purpose of comprehensive service of complete supervision and management of the said project, Employer is desirous of engaging the PMC.

And whereas the PMC is agreeable to undertake the said work on the terms and conditions hereinafter appearing.

Now therefore this Agreement witnesseth the following:

- 1) The employer agrees to pay the PMC as remuneration for the professional services to be rendered by the PMC in relation to the said project particularly for the services mentioned in the tender documents and this agreement, a fee calculated at % (as quoted in the price bid) of the estimated cost put to tender or accepted tender cost or actual cost of project whichever is lowest. The said fee being hereinafter called as "Basic Fee". In case there is an escalation in the actual project cost over the accepted tender cost, the payment to the PMC shall be worked out as below:
 - a) 100 % of the Basic Fee on the accepted tender cost plus
 - b) 50 % of the Basic Fee on the escalated cost over & above the accepted tender cost.

Subject to a ceiling of 110% of the Basic Fee worked out on the accepted tender cost and stipulation given below: -

- 1.1. In case, the actual cost of work is more than the tendered cost as a result of authorized changes in the specifications and / or quantities of the scheduled items or the operation of duly approved additional or substitute items, if any, such actual cost and not the accepted tender cost (without taking into account any escalation), will be considered as the cost on the basis of which basic fees will be worked out and the ceiling will also pertain to basic fees thus worked out
- 1.2. The cost of bought out items like readymade sofa, tables, almirah, racks, carpet, fans, electrical fittings, window/ split air-conditioners etc. will be excluded from the cost on which fee will be payable. If however, boughtout items need selection, specification, recommendation, estimation and inspection by PMC, 50% of basic fee on cost of items will be considered for the concerned item.



1.3. No traveling allowance (T.A), daily allowance (D.A) or any other allowances shall be paid to the Architects for visit to the Corporate Office, offices of the Employer in Chennai agglomeration area, office of the local authorities, Site visits etc.

For travel outside the Headquarters, the Architects shall be paid as follows:

- (a) For Partners, Associates, Senior Architects and Consultants within the entitlement of Senior Management of the Employer.
- (b) For other staff, within the entitlement of middle Management of the Employer

2) The Employer shall pay to the PMC their basic fee in the following manner:

Total fee calculated at _____% (as quoted in the price bid) of the estimated cost put to tender or accepted tender cost or actual cost of project whichever is lowest plus GST as applicable, subject to the ceiling given in clause 1, 1.1 & 1.2 of this agreement, stage of payment shall be as given as per the "Table-1", Stages / Milestones for payment of consultancy charges.

3) The following documents shall be deemed to form, bind and be read and construed as part of this Agreement, viz :-

- (a) Notice Inviting e-Tender
- (b) Prequalification Document/ RFP
- (c) Financial Bid
- (d) The Letter of Intent and Work Order
- (e) Any such correspondence leading to award of the work.

Extent of Agreement

1. The PMC accepts the relationship of trust and confidence established between them and Employer by this agreement. The PMC covenants with Employer to show its professional skills and judgement in furthering the interests of Employer and agrees to do efficient business administration and superintendence and use it in the most expeditious and economical manner consistent with the interest of Employer.
2. This agreement represents the entire agreement between Employer and the PMC and shall be read with all prior negotiations, representations or correspondence or agreements, if any. This agreement may be amended only by written instruments signed by both Employer and the PMC.
3. The PMC is assigned with construction management responsibility and will perform the following services:
 - 3.1 Develop project schedules for both management and working level use, co-ordinate and integrate the works of the Construction agencies including that of the Architects' so as to achieve Employer's plan, programmes and construction schedules; update the project schedules from time to time and generate detailed working schedules for all activities of project, including realistic activity sequences with respective durations, scheduling and monitoring the issue and implementation of the drawings issued by the Architects, identifying bottlenecks and incorporating remedial measures to make up lost time, if any, review audit and ensure systematic and timely supply of working drawings, detailed



estimates/fabrication of drawings and work orders etc. as per conditions of contract entered into with the contractor/s and approval of the same, with prior concurrence of Employer wherever necessary, maintain requisite records and present such documents/ reports to Employer as required by them from time to time for necessary action/approval.

3.2 PMC shall depute to this office, for the entire period of contract, the following competent, qualified and experienced technical staff with relevant field experience on similar projects: (1) One graduate Civil Engineer preferably with a postgraduate degree or equivalent in civil engineering / management; minimum fifteen years of experience; maximum age limit 55 years (2) One graduate Electrical Engineer; minimum ten years of experience; maximum age limit 50 years. The Employer, at its sole discretion, may relax the minimum age by an additional five (5) years in the case of highly competent or highly qualified or highly suitable candidates, upon specific request to this effect from the PMC. In addition to above minimum technical staff, PMC shall appoint as many personnel (minimum 1 technical supervisor having degree in civil engineering and minimum 1 technical supervisor having degree in electrical engineering with 3-year experience and diploma in civil engineering with 5-year experience) at the project office, as may be required for necessary due diligence on its part.

4. Scope of the Project Management Consultant

4.1 The scope under Project Management Consultant services shall include, inter alia the following:

4.1.1 The scope of work shall include supervision of construction of works in the fields of civil, electrical, air-conditioning, lifts, sanitary, water supply, fire protection, roads, site developments, etc., constituting the project, unless otherwise specified.

4.1.2 To ensure the correctness of building marking on the said plot as per Architect layout to enable the contractor to start the work.

4.1.3 Complete day-to-day supervision of contractual buildings and engineering services in and for the same along with land development works, ensuring quality control in accordance with tender specifications, drawings and site conditions. Quality control will be exercised at all stages of construction viz. approval of materials, usage thereof in proper proportions as per specifications and workmanship at all stages of execution of individual items of work.

4.1.4 Prepare a master CPM/ PERT network chart for monitoring and controlling the work progress based on charts of various Contractors for their respective works. PMC shall keep constant check on the progress of various activities and co-ordinate with various agencies to get the project completed on time and within the approved/budgeted costs. In the event of any deviation, these charts to be updated in consultation with the Architects, respective Contractor and the revised details should be submitted to the Employer for approval. PMC will also suggest suitable remedial actions to be taken to clear bottlenecks/delays/loss of progress etc. progressively and promptly, in consultation with the Architect.

4.1.5 Ensure proper establishment of field laboratories onsite and off-site by contractors to conduct laboratory tests on materials for construction such as cement, steel, bricks, concrete etc. and other tests mentioned in the tender for construction work approved by Employer. Ensure that essential gauges, instruments, and calibration of measuring devices are in order whether for testing or for measurement during work. The PMC shall maintain necessary site records and obtain data in support of the



- same. PMC shall ensure field and laboratory tests through the contractor/s on materials of construction as well as on partially or completed erected structures etc. if and as necessary or otherwise required by Employer and maintain adequate records thereof.
- 4.1.6 Ensure compliance by Contractor of all Labour Laws and relevant Statutory Acts including labour license, minimum wages act, etc.
- 4.1.7 Arrange periodical/ weekly/ monthly site meetings as required with contractors, Architects, other concerned consultants/ agencies involved in the work, with due intimation to the Employer for preparing co-ordinated work programmes, review and monitor the progress, attesting the quality of materials and workmanship and removing deficiencies in physical progress of the works; and to plan for activities in forthcoming week/month and record minutes of such meetings. The PMC shall also submit a daily/ weekly/ fortnightly progress report to the Employer regarding overall progress of the work as per the approved format (as per mutually agreed format).
- 4.1.8 Ensure close co-ordination with the Architect, contractor/s, structural consultants, service consultants and all other agencies connected with the project including local bodies and statutory authorities. To also ensure various approvals are obtained by the contractor and Architect from municipal corporations, fire departments, electricity board/ electrical inspectorate, etc. so as to complete the works with all service connection.
- 4.1.9 Record measurements of work jointly with the contractor and verify contractors' periodic or stagewise bills for the work done and materials etc. The certification of all the bills after such verification shall be done by the authorized Engineer of the PMC. Certification for measured bills may be scrutinized by the Architect/ Employer.
- 4.1.10 Suggest modifications, if any, in any item of the tender due to site conditions and advise reasoned justification of cost variations on account of extra items and excesses, supported by proper analysis to the Employer through the Architect.
- 4.1.11 Attend to the inspection, carried out by the Statutory Authorities, Electrical Inspectorate in case of electrical, Lift, DG set etc. Government Authorities, Bank and Agencies like Chief Technical Examiner (CTE) of Central Vigilance Commission (CVC), New Delhi and any other Authorities connected with any of the works involved in the project and ensure removal of deficiencies pointed out by the inspecting agency during inspection and assist the Employer in replying to their observations/ remarks from time to time till the matter are finally cleared and settled. Architects/ Service Consultants as the case may be should be also consulted in such cases while forming such reply.
- 4.1.12 Effect verification of work on virtual completion as well as actual completion of the project and recommend issue of completion certificates therefor. For the sake of clarity it is expressly agreed that verification for this purpose means and includes taking and recording of measurements jointly with the Contractor subject to check/ test check by Architect/ Employer, verification of the final bill to be submitted by the contractors, as per the terms and conditions of contract/agreements and certification of the same.
- 4.1.13 Advise Employer with regard to extra claims or disputes/ arbitration cases between Employer and the Contractor/s, if any, and assist Employer in case of any dispute till

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the cases are resolved either by mutual negotiation or through Arbitration or court, as the case may be.

- 4.1.14 Collect and deliver to Employer, any specific written warranty/s or guarantee/s given by specialist firms/others, including all required trade contractors, insurance policies, performance guarantees and warranties as mentioned in the respective contract agreements.
- 4.1.15 Effect complete administration and management of construction/ rectification/ supply and installation, pertaining to the project contract till expiry of the Defects Liability Period (DLP) as indicated in contract agreement and payment of final dues to the contractors.

5. General Conditions of Project Management Consultancy Contract

- 5.1 The PMC, within one month of issue of Letter of Intent to the selected contractor by Owner, shall open, a fully functional, IT-enabled and equipped office with a team of fulltime personnel at the project site. All staff appointed and/or stationed at the said office shall need to be to the acceptance of and with the approval of the Owner. The required office furniture, fixtures & IT essential shall be brought by the PMC.
- 5.2 For the purpose of supervision, the PMC agrees that the site office set up (as above) under the charge of the competent Civil Engineer (Resident Engineer) who will be in complete charge of the field supervision, co-ordination, direction and control of the said works as may be entrusted to the PMC. The PMC agrees to engage and retain at their cost adequate competent supervisory staff subject to the minimum as prescribed in Clause hereinabove.
- 5.3 The supervisory staff shall exclusively attend to the project works and be available on the site until entire project work as entrusted to the PMC is completed. Employer shall have the right to direct the PMC, without assigning any reasons, to remove any staff who is considered by Employer, as undesirable.
- 5.4 The PMC shall be responsible for any damage or loss on account of neglect of professional duty or conduct on the part of such staff or engineers or others. To this effect, the PMC shall indemnify Employer.
- 5.5 The PMC shall not have any objection to the Employer or its Architect maintaining any Engineering staff at its own cost at the site of works to carry out work and duties allotted to them by Employer, in respect of all works at site or other areas outside the scope of PMC's works and overall surveillance scrutiny and verification necessary at the Employer's end.
- 5.6 The PMC shall, in accordance with and as required by the terms of agreement or agreements entered or to be entered into between Employer on one part, and the contractor or contractors on the other part, certify after due verification that the work measured and recommended for payment of running bills of the contractor/s are fully consistent with the stipulation in the specifications, drawings and bills of Quantities prescribed in the contract agreement entered into with the contractor/s. In the matter of approving such bills, the PMC shall conform to the rules and instructions issued by Employer and intimated to the PMC subject to further scrutiny by Employer if felt necessary. The PMC shall be deemed to guarantee and correctness of all such certificates and shall hold themselves responsible for the correctness of all bills and certificates issued, scrutinized or checked by them, as to the quality of the work

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concerned as well as the quantities of various items of works. Before certifying any bill PMC shall ensure that the work being certified is, in general, in accordance with the designs.

- 5.7 The PMC shall not without the written sanction of Employer make/allow any deviations in the plans or estimates or order any variations, omissions, or extras. In consequence thereof, fix any new rate or rates for any items of work.
- 5.8 The PMC shall not during the subsistence of this contract act as consultants, or give any advice regarding the project to the intending contractors who would tender for undertaking the works, or any other agency gainfully concerned with this work.
- 5.9 No change in the constitution of the PMC shall be made without the prior approval of Employer during the currency of this agreement.
- 5.10 PMC shall ensure storage, utilisation and proper accounting of all materials issued by the Employer for the works. PMC shall duly maintain records and Statement of Accounts are periodically submitted as required by the Employer.
- 5.11 Final settlement of the bills for the jobs shall be completed within three months from the date of completion of the work.

6. Liquidated Damages

- 6.1 PMC liable to pay damages to Owner in case of delay in completion of the project beyond the time limit stipulated in clause 11 solely attributed to the PMC @ 0.50% (zero point five percent) on consultancy fee for each week of delay subject to maximum of 10% (ten percent) of the consultancy fee.
- 6.2 If the agreement is terminated pursuant to Clause 10.6 of Prequalification Document, the Owner may levy liquidated damages of limited to 10% of the total value of fee payable to the PMC.
- 6.3 In case completion of the project delayed due to reasons attributable to the contractors/ agencies/ suppliers engaged for the project, PMC shall impose liquidated damages @ 0.5% (zero point five percent) on awarded contract value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value which shall be retained by the Owner. However, owner may exempt the same from contractor with the recommendation of the PMC.
- 6.4 In addition to clause (6.1) above, PMC shall be liable to pay damages to the tune of 1% (two percent) of the consultancy charges payable in case GRIHA- 4 star rating is not achieved. The amount shall be deducted from each RA bill on prorata basis/ final bill and shall be released on submission of GRIHA-4star certification.
- 6.5 When any penalty damages or sum is withheld from payment to the contractor/s on account of defective work, the PMC's fees in respect of the total value of such defective work shall not be taken into consideration while calculating the fees of PMC.

7. Security Deposit and Performance Bond

- 7.1 The PMC will pay 3% of the Contract value (fees) of consultancy as Performance Guarantee (PG) within 30 days of the date of agreement. PG can be paid in the form of Demand Draft / Bank Guarantee of the scheduled bank by the Consultant. Amount kept under PG shall not bear any interest and same shall be returned to the Consultant after satisfactory completion of the defect Liability period of the Construction Contract.



7.2 Performance Bond to be valid for 12 months from the date of virtual completion of last contract.

7.3 If during the period of contract, it is established to the satisfaction of Employer that certain risk of damage or loss has occurred due to defective supervision of work, the PMC shall not be entitled for fees for execution of such affected parts of the work, cost of which will be worked out by the Employer and the PMC.

8. Terms of Payment

On the basis of milestone achieved during the execution of this Contract, as listed in Mile Stone - Table 1, in the tender document.

9. Changes and Additions

The Owner shall have the right to request PMC in writing to make any changes, modification, and/ or additions within the design and broad scope to PMC's scope of services. The PMC shall on such written requests carry out the consequential work on account of such changes/ modifications or addendum etc. without any additional payment from the Owner.

10. Termination

Subject to other provisions contained in this clause, the owner may, without prejudice to its any other rights or remedy against the PMC in respect of any delay, abandonment, inferior quality or work, 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 following cases:

- (i) If the PMC, having been given by the Owner a notice in writing that the work is being performed inefficiently or quality checks are not being made or otherwise in improper or un-workmanlike manner, shall omit to comply with the requirement of such notice within a period of seven days thereafter.
- (ii) If the PMC 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 manager or which entitle the court to make it winding up order.
- (iii) If the PMC persistently neglects his obligations under the contract and/or commits default in 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 Owner.
- (iv) When the PMC has made himself liable for action under any of the cases aforesaid, the owner shall have powers:
 - (a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the PMC under the hand of the owner shall be conclusive evidence). Upon such determination or rescission the full security deposit and performance bank guarantee recoverable under the contract shall be liable to be absolutely at the disposal of the owner.
 - (b) To appoint another PMC to complete the project/ projects in which case any expenses which may be incurred in excess of the sum which would have been paid to the original PMC if the whole work had been executed by him (of the amount for

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which the certificate in writing of the owner shall be final and conclusive) shall be borne and paid by the original PMC and may be taken from any money due to him by the owner under the present contract or any other account whatsoever or from his security deposit or performance bank guarantee or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the department are less than the amount payable to the PMC at his agreement rates, the difference shall not be paid to the PMC.

In the event of anyone or more of the above courses being adopted by the owner the PMC shall have no claim to compensation or any loss sustained by him by reasons of his having spent money or entered into agreement or made any advances on account of or with a view to execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid the PMC shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the owner has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Upon termination of the assignment for any reason whatsoever the PMC shall deliver within 30 days to the owner all drawings, designs and documents received or prepared by the PMC under or pursuant to or as a result of this agreement from anyone connected with the projects.

In the event of termination of the agreement, the PMC shall be obliged to withdraw from the site(s) along with his personnel, equipment etc. within 15 days of such termination. Failing which losses or damages, which may be suffered by the owner on account of non-withdrawal from the site(s) shall be to the account of PMC.

11. Arbitration Clause

11.1 "In the event of any dispute or difference relating to interpretation and application of provisions of the contract and all disputes/claims whatsoever which shall either during the continuance of the contract or afterwards either between the parties to the contract or the respective representatives touching the construction/application of any provision/clause mentioned in the contract or any account or liability between the parties to the contract or as to any act or deed or omission of any party to the contract, in any way relating to these presents, shall be first at the discretion of the Employer attempted to be resolved in good faith by mutual discussion within 30 days of the dispute or question being raised failing which the same shall be settled by arbitration in accordance with provisions of Indian arbitration and Conciliation act 1996.

11.2 The Parties concerned shall designate an arbitrator on mutual consent/consensus. In the event of no consensus being arrived, an Arbitral Tribunal shall be constituted comprising three Arbitrators, each party appointing one arbitrator and a third arbitrator to be appointed by the two arbitrators so appointed by the parties. The arbitrator or arbitrators or umpire, as the case may be, will be from the Fellows of Institution of Engineers or Institute of Architects of India or Council of Architects or retired Judges of High Court. The venue of the arbitration shall be exclusively at Chennai and any award passed by arbitrator or the arbitral Tribunal shall be final, conclusive and binding upon the parties and shall be deemed to have been made between parties themselves. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator".

11.3 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Chennai and only courts/ tribunal in Chennai shall have exclusive jurisdiction to determine the same.



This agreement executed the day and year first written above.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

Signed, and delivered by INDIAN BANK the hands of -----
----- its and constituted attorney in the presence of

1. _____(Name and Signature)

2. _____(Name and Signature)

Signed and delivered by the hands of Shri _____
Partner/ Director of (Name of the PMC) in the presence of

1. _____(Name and Signature)

2. _____(Name and Signature)

Place:

Date :

**Signature of the PMC with seal
(in token of acceptance of all terms and
conditions of the tender)**

[Handwritten Signature]

