



ZONAL OFFICE: KOLKATA CENTRAL, ESTATE DEPARTMENT

CONTACT: (033) 4025 9725/ 9663453014

INVITES E-TENDER FOR PREQUALIFICATION AND SELECTION OF ARCHITECTURAL CONSULTANT

FOR

REPAIR & RENOVATION OF BANK'S OWN RESIDENTIAL QUARTER INCLUDING STRUCTURAL REPAIRING & RETROFITTING

SHIAVM RESIDENTIAL COMPELX

AT

1- Fakirpara Road, Behala, KOLKATA-700 034

Part A: Technical Bid

Ref.No: ZO:EST:TNDR:QTR:002:2024-25 Date: 06.04.24

This document Contains 24 pages.





INDEX

DESCRIPTION

I.

II.

III.

PAGENOS.

Notice Inviting E-Tender	-	3
Part-A:TechnicalBid	-	4-23
A. Profile	-	4-6
B. Prequalification Criteria	-	7-8
C. Project Brief	-	9-11
D. Instruction to Applicant	-	12-13
E. Bio-Data Of The Partners/Associates	-	14
F. Works Completed During the Last7Years (Annexure-B)	-	15
G. List Of Major Building Construction Works On Hand (Annexure-C)	-	16
H. List Of Other Works On Hand (Annexure-D)	-	17
I. Standard method of payment (Annexure-E)	-	18- 19
J. Form of agreement (Annexure–F)	-	20-23
Check List (Annexure-A)	-	24





Zonal Office: Kolkata Central Estate Department, Salt Lake, Sector III, Kolkata – 700 106

I. <u>NOTICE INVITINGE-TENDER FOR PREQUALIFICATION OF ARCHITECTURAL</u> <u>CONSULTANT</u>

Indian Bank Zonal Office: Kolkata Central office invites e-tender in Two Bid System (Technical and Price bid) for the prequalification of Architectural Consultant with supervision responsibility (shortly referred as Consultant) for rendering comprehensive **Architectural Consultant Services** for the proposed repair & renovation of bank's own residential quarter, related civil works along with necessary structural repairing/ retrofitting, external painting, Electrical work, interior work at Shivam Residential Complex, 1- Fakirpara, Kolkata – 700 034

The detail of above residential building is as below:

Address	
Address	Indian Bank Officer's Quarter
	Shivam Residential Complex
	1- Fakirpara Road,Behala
	Kolkata – 700 034
Building	Land area = 13000 sqft approx.
Storied	G+4 & G+5
	Total Plinth/ built up area of habitable floors = 30640 sqft
Nos of flats	29 units

The prequalification criteria, scope of the services to be offered, terms and conditions of appointment and the detailed pro-forma etc. for submission of the application form and price bid for the purpose can be downloaded from our Bank's website <u>http://www.indianbank.in/tender</u> or e-tender website to <u>http://www.tenderwizard.com/indianbank</u> from 08.04.24 to 28.04.24 .

A pre-bid meeting will be held on **18.04.24 at 11.00 am** to give clarifications and decisions in connection with any issues or doubts raised by the bidders. The intending bidders can send their queries through e-mail also before one day. e-mail id: <u>zokolkatacentral@indianbank.co.in</u>

The last date for submission of completed application form in the prescribed format at e-tender website will be up to 03.00 pm on 28.04.2024.

-sd/-

ZONAL MANAGER ZO: Kolkata Central





II. PART-A: TECHNICAL BID

INDIAN BANK ZONAL OFFICE KOLKATA CENTRAL

PREQUALIFICATIONOFARCHITECTURALCONSULTAN REPAIR & RENOVATION OF BANK'S OWN RESIDENTIAL QUARTER INCLUDING STRUCTURAL REPAIRING & RETROFITTING

- A. <u>PROFILE</u>
- 1) Name of the Consultant : Address 2) : 3) Name, Telephone Nos.including : Mobile of contact person E-mail ID and Fax No 4) : Constitution 5) : (Individual/Proprietorship/ Partnership) Year of Establishment 6) : Name of Partners/Associates 7) : 8) Bio-data of Partners / Associates, : Details may be given in the Enclosed format (Annexure 'A') 9) (a) Registration Number with : Council of Architects (COA) / Indian Institute of Architect (IIA). (copy of valid registration to be enclosed) (b) Details of GST registration : (Copy of valid registration to be enclosed)

(c)Amount of GST paid year-wise : during last 3 financial years ending on 31.03.2024



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- Name and value of major similar : works completed during the Last 7 years. Details may be given in the enclosed format (Annexure 'B')
- 11) Name & value of the major similar : work on hand. Details may be given in the enclosed format (Annexure 'C')
- 12) Name & value of other major : works (interiors etc) on hand. Details may be given in the enclosed format (Annexure 'D')
- 13) Details of modern amenities : provided in the building
- 14) List of Technical Personnel : employed
- 15) List of other Personnel employed
- 16) List of consultants engaged
- 17) List of office equipments owned
- 18) Banker's Name/Branch
- 19) Latest Income Tax Clearance : Certificate to be enclosed
- 20) a) List of registration with other Organizations

b) List of completion certificate etc. : from the clients or completed /ongoing projects

c) Certified copies of the letter of : intent for award of the work from reputed private/ multinational organizations/ PSUs etc.

21) Particulars of participation in : competitions and awards if any received





22) If the Consultant is not having its : office in Kolkata please indicate the time by which it is likely to open an office at Kolkata with documentary evidence on address and telephone number of Responsible contact person

Note: Please enclose separate sheets for additional information, photographs, and documents.

Signature of the Consultant with seal

Date:

Place:





B. PREQUALIFICATION (PQ) CRITERIA:

- Minimum 07 years experience as an Architectural Consultant as on 31.03.24. The experience should include all consultancy services for buildings such as architectural, civil, structural, engineering and all internal and external services including electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, fire fighting, EPABX / Networking, rainwater harvesting, terrace waterproofing, etc.
- The consultant should have rendered Consultancy work for repair, retrofitting, refurbishment & renovation work which includes planning, designing & supervising viz. offered all types of consulting services as in (1) above in single and or more building project, as below:

(a) Should have completed at least 3 multi storied (minimum G+4 storied) Office/ residential, high rise buildings in the last 7 years, as on 31.03.2024

(b) The Consultant should have successfully completed similar works during last 7 years ending on 31.03.24 should be either of the following:

i. Three similar completed works not less than 40% (12256 sqft) of the total builtup area of the Proposed Project.

Or

ii. Two similar completed works not less than 50% (15320 sqft) of the total built up area of the proposed Project.

Or

iii. One similar completed work not less than 80% (24512 sqft) of the total built up area of the proposed Project.

(c) Should have completed at least 2 works of similar nature (repair / renovation / retrofitting/ interior / services) for Govt. / public sector organization / PSB/ reputed national / multinational companies (whose turnover is above Rs.100 crore per annum) in last 5 years ending on 31.03.24.

3. The Consultant/ partner/ associates/ permanent employees of the consultant should have a valid registration and license as an Architect from statutory authorities viz. Council of Architects as required for buildings. The consultant should also have a office or ready to establish an office in Kolkata agglomeration area and should have adequate number of qualified architects, engineers and other personnel on the payroll / establishment of the company and should also have tie up arrangements with reputed registered and licensed services consultant, structural consultancy firms etc.





General Guidelines

- 1) Interested parties meeting the above PQ criteria can download the tender document from bank's website <u>www.indianbank.co.in/tenders</u>or<u>https://www.tenderwizard.com/indianbank</u> and submit experience profile, proof of meeting the above criteria, attested copies of completion/workinprogresscertificatesfromtheclients,auditedcertified balanced sheet for the last 3(three) years, EPF /GST, Registration as consultant with various PSUs, State PWDs, CPWD, MES, Railways and Autonomous Bodies, details of Technical and Administrative employees, etc., through online mode <u>https://www.tenderwizard.com/indianbank.</u> Application not accompanied by any of the above documents will be rejected at the discretion of Indian Bank.
- 2) No Joint Venture or consortium of firms shall be allowed.
- 3) Indian Bank reserves the right to verify the authenticity of the documents submitted by the consultant. Indian Bank also reserves the right to reject any or all applications, split the works or cancel the process without assigning any reason what so ever maybe.
- 4) Indian Bank reserves the right to curtail or extend scope of work at its sole discretion. Bank may engage structural consultant to ensure structural strengthening/ retrofitting work. Architect consultant to extend co-operation/ co-ordination for better execution of structural repair / retrofitting work.
- 5) a) Please note that there will be maximum cap/ limit of 2.5% (Architectural consultant with supervision responsibility) of the estimated cost or the actual project cost whichever is lower, plus GST as applicable for the payment of the professional fees payable to the consultant. The scope of the work may vary, and in case the Bank decides to renovate a part of the whole work, then the fees payable will be estimated cost or actual project cost whichever is lower of the whole project.

b) Since the Architect's work involves considerable technical skill, too low a fee quoted by the Architects shall be viewed with circumspection.

- 6) The above fees will be for rendering complete Architectural service with supervision responsibility. The selected Architect has to deploy a/an site qualified Engineer(s) within the fees quoted by them for round the clock supervision of work to ensure quality of work envisaged in the tender. Fees payable for Architectural service will be made from the stage of preparation of plan to completion of work as per our Standard method of payment.
- 7) The Bank reserves the right to reject any or all the applications without assigning any reason thereof.

Signed as token of acceptance

Signature of consultant with seal





C. PROJECT BRIEF

Scope of services to be offered

Indian Bank is proposing to repair/ retrofit/ renovation/refurbish (civil, electrical, plumbing & carpentry) including structural repairing and retrofitting of all 29 flats including common areas/ boundary wall etc. related civil works along with necessary infrastructure, interior works, plumbing and sanitary work, Painting (inner and outer), carpentry work, Electrical works etc. at Shivam residential complex in Kolkata at an approximate cost of ₹ 1.65 Crore (including contingency)

All necessary statutory approvals if any, from Kolkata Municipal Corporation/ KMDA/ West Bengal Fire services/ West Bengal public Health Engineering/ CEA/ ASI and other statutory bodies such as approval of plans/ set of drawings, commencement, occupation, completion certificate, NOC from fire brigade and other authorities, water, electrical and drainage connection, certificate from Govt., lift inspectorate, NOC from Environment Dept./ and other related Depts. in this regard will be the responsibility of the Consultant . All the required liaisoning if any, work required to be done within the fees payable and no extra claim will be entertained. However, Indian Bank will remit the necessary fee payment to the Govt. authorities as per their demand.

As the project may involve **dismantling certain existing amenities/structure in the existing building**, consultant has to oversee the demolition activities with its disposal etc. including obtention of statutory permission from the local authorities if any, as required in the matter as per the local laws. Further the proposed work need to be completed with minimum disturbance to the other occupants.

The consultant will assume total responsibility for completion of the project in all respects till obtention of all necessary completion/ commencement certificate in case of Lift works (especially pit) etc from the State / Central Government / Statutory authorities within the specified time frame of 03 months. The time is the essence of the contract. While the duties of the consultant will be governed by the standard agreement to be executed with Indian Bank by the successful consultant, the **role and responsibilities of the consultant** will broadly include following:

a) Preparation of detailed/structural/Architectural design portion(s) to be renovated.

b) Preparation of detailed design of all internal and external services such as electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, fire fighting, terrace waterproofing, EPABX / Networking, rainwater harvesting, water treatment plant, recycling of waste water, interior works etc.

- c) Preparation of all detailed architectural, engineering, structural drawings including those for all services as stated above.
- d) Preparation of subhead-wise item-wise/ detailed estimates based on current market rate/ CPWD rate analysis, which will include preparation of rate analysis for all major items, take of / quantity sheets for submission to the Indian Bank for approval of the cost.



- e) Assisting Indian Bank for prequalification and empanelment of trade-wise contractors by following elaborate procedure/ norms laid-down by Bank/ CVC guidelines.
- f) Preparation of draft tenders subhead-wise including detailed bills of quantity (BOQ) based on approved estimates by Indian Bank and full set of tender documents including all terms, conditions, special conditions and standard clauses.
- g) Assisting the bank in calling of competitive tenders (e-tender) each trade-wise at appropriate time from the pre-qualified contractors. Required sets of tender documents will have to be prepared by the consultant themselves at no extra cost to Indian Bank.
- b) Detailed scrutiny of the tender received including preparation of the comparative statement etc. And submission of recommendations for acceptance or otherwise, of the tender of successful bidder / vendor, placing of work order etc.
- i) Preparation and issuance of detailed working drawings minimum 3 sets to the contractor well in advance so that work is not held up at any point of time for want of the drawings / details. 2 sets of such drawings will have to be issued to Indian Bank for itsrecords.3D views of the respective works to be issued to the client/site as and when required.
- j) The consultant is responsible for smooth and timely completion of all works of the project within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the consultant.
- k) Complete round the clock supervision of contractual building and Engineering services for the same along with land development works, ensuring quality control in accordance with tender specifications, drawings and site conditions.
- Record measurements of work jointly with the contractor and verify contractors periodic or stage wise bills for the work done and materials / plants / mobilization advance etc. Bill verification & certification of all the progress bills & final bills for release of payments to the contractor shall be done by the authorized qualified Engineer. Certification for measured bills may be scrutinized by Engineers of Bank.
- m) 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 Bank.
- n) Effect verification of work on virtual completion as well as actual completion of the project and recommend issue of completion certificates therefore. For the sake of clarity it is expressly agreed that verification for this purpose means and includes taking and recording of measurements jointly with Contractor subject to check/test checked by Architect / Bank, 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 after verification.
- o) For the purpose of supervision, the consultant have site office set up under the charge of the competent Civil Engineer (Resident Engineer) who will be incomplete charge of the field supervision, co-ordination, direction and control of the said works. Prior information / details of the resident engineer have to be submitted to Bank for perusal. The Consultant has to engage and retain at their cost adequate competent supervisory staff.





- p) The consultant will have to apply and obtain all required approvals/ NOC from Kolkata Municipal Corporation/ KMDA/ASI and other Govt./ Statutory authorities from time to time such as occupation/ completion/ drainage/ water supply and electrical connection, verification by lift and electrical authorities etc. well in time, if required, so that the progress of the work is not hampered.
- q) The effective communication between various agencies/ vendors contractors will have to be ensured by the consultant. The problems/ hindrances/ bottlenecks need to be sorted out / removed by arranging site meetings of all concerned including employer (Indian Bank) and record of such meetings, decisions taken etc. need to be maintained in a chronological manner kept in a separate register.
- r) During the defects liability period carrying out periodical inspection along with representatives of Indian Bank and contractor, preparation of the list of defects list and arrange for its rectification from contractor.
- s) Preparation of "**As Built**" drawings including those for all services and 2 sets of such drawings mounted on cloth papers and also in the form of a CD (soft copy) will have to be prepared and submitted to Indian Bank.
- t) Bank's projects may come under Technical Audit by Chief Technical Examiner's Organization of Central Vigilance Commission. Submission of Reply to their queries, compliance of their observations etc. are statutory requirement of the consultant. The list of duties mentioned above is only indicative and the consultant will have to assume full responsibility for completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workmanlike manner in all respects till its occupation within the agreed time schedule and cost by following laid down norms / procedure of Indian Bank and guidelines of CVC in an open and transparent manner to the satisfaction of the Bank and towards achieving this goal whatever is required to be done will have to be arranged by the Consultant with the approval of Indian Bank.

Signed as token of acceptance

Signature of consultant with seal

Date:

Place:



D.INSTRUCTION TO APPLICANT

- 1. Applicants are required to submit their applications in "e-mode" only with full bio-data giving details about their experience, technical personnel employed, competence and adequate evidence of their financial standing etc. as per enclosed Annexure, which will be kept confidential. Part A (Technical Bid) & Part B (Price Bid) are to be enclosed in separate folders.
- 2. The decision of Bank in regard to short listing and selection of Consultant will be final and binding on all participants. The BANK, however, reserve the right to restrict the list of pre-qualified consultants to any number as deemed suitable by it.
- 3. Indian Bank reserves the right to reject any or all applications without assigning any reason thereto.
- 4. Each page of the application shall be signed sealed and uploaded in the website portal. The application shall be signed by person/ persons on behalf of the organization having necessary authorization/ Power of Attorney to do so.
- 5. If the space in the Annexure is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part of the Annexure and serial number. Separate sheets shall be used for each part. However the format shall be as per Annexure.
- 6. Applications containing false and/or inadequate information will be liable for rejection.
- 7. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall include those works only to the relevant category.
- 8. Applicants are requested to take note of the document in Annexure giving a summary of the role and responsibilities of the consultant before submitting the application.
- 9. Canvassing in any form in connection with selection of consultant is strictly prohibited and the application of such persons/ organizations, who resort to canvassing, will be liable to rejection.
- 10. The applications will not be received after due date and time through any mode including "e-mode".
- 11. Part-A of "e-tender" (Technical Bid) will be opened on the 29.04.24 and at 3.30 pm, in the presence of bidders who may like to attend. (Subject to COVID guidelines).

Hard copy of <u>only technical bid</u> as submitted through e-mode shall be submitted at Zonal Office: Kolkata Central.

Part-B (Price Bid) will be opened only for such offers, which have qualified for Part-A.

- 12. Date and time for presentation of proposal/ scheme and Part-B (Price Bid) opening shall be intimated to the successful bidders only.
- 13. Only one representative of the bidder will be permitted to be present for the tender opening and presentation of proposal/ scheme, if any.



- 14. No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the PQ application.
- 15. Applications incomplete in any respect and which are not legible are liable for rejection.
- 16. The suitable agreement will be entered with successful architect consultant, in a Bank Format.
- 17. Contact details of e-tender service provider:

Name: Mr. Kushal Bose M/s Antares Systems Limited #24, 3rd stage, 4th Block Basavesgwaranagare, Bangalore – 560 079 Support Contact No. 8040482000/ 7686913157 Support Email: <u>kushal.b@antaressystems.com</u>





ANNEXURE'A'

PREQUALIFICATION OF ARCHITECTURAL CONSULTANT FOR THE REPAIR/ RENOVATION/ RETROFITTING & RENOVATION OF SHIVAM QUARTER AND ALLIED STRUCTURALWORK

E. BIO-DATA OF THE PARTNERS/ASSOCIATES/CONSULATANT

1. Name	:
2. Associates with consultancy since	:
3. Year of opening/incorporation	:
4. Professional Qualifications	:
5. Professional Experience	:
6. Professional Affiliation	:
7. Membership in	:
8. Details of Published papers in Magazine	:
Details of cost effective methods/ designs adopted in the projects	:
10. Exposure to new materials/ Techniques	:
11. Details of modern amenities provided in the buildings	:

Signature of the Consultancy with seal



ANNEXURE'B'

TECHNICAL BID

PREQUALIFICATION OF ARCHITECTURAL CONSULTANT FOR THE REPAIR/ RENOVATION/ RETROFITTING & RENOVATION OF SHIVAM QUARTER AND ALLIED STRUCTURALWORK

F.LIST OF MAJOR BUILDING CONSTRUCTION WORKS COMPLETED DURING THE LAST 7YEARS ENDING AS ON 31.03.2024

Sr. No.	Name of the Client	Nature of work	Details of structural repairing work/ renovation work	Location of the building / municipal limits	Estimate d value	Area in Sq.ft.	Height of the building	Date of start	Period of completi on	Actual date of completi on	Final value of the project	Reasons for the variation/delay if any
1	2	3	4	5	6	7	8	9	10	11	12	13

Note : (a)The credentials issued by the Clients shall been closed including letter of award of the work/completion certificate if any. (b)The work should have been executed by the consultant under the name in which they are submitting the applications.

Signature of the Consultant with seal



ANNEXURE'C'

TECHNICALBID

PREQUALIFICATION OF ARCHITECTURAL CONSULTANT FOR THE REPAIR/ RENOVATION/ RETROFITTING & RENOVATION OF SHIVAM QUARTER AND ALLIED STRUCTURALWORK

G. LIST OF MAJOR BUILDING CONSTRUCTION/REPAIR WORKS ON HAND AS ON 31.03.2024

Sr. No.	Name of the client	Nature of work	Details of repairing and renovation work including structural work	Location of the building/ municipal limits	Estimated Value	Area in Sq.ft.	Height of the building	Present position	Scheduled date of completion	Remarks
1	2	3	4	5	6	7	8	9	10	11

Signature of the Consultant with seal



ANNEXURE'D'

TECHNICALBID

PREQUALIFICATION OF ARCHITECTURAL CONSULTANT FOR THE REPAIR/ RENOVATION/ RETROFITTING & RENOVATION OF SHIVAM QUARTER AND ALLIED STRUCTURALWORK

H.LIST OF OTHER WORKS ON HAND AS ON 31.03.2024

Sr. No.	Name of the client	Nature of work	Estimated Value	Present position	Scheduled date of completion	Remarks
1	2	3	4	5	6	7

Signature of the Consultant with seal



ANNEXURE'E'

PREQUALIFICATION OF ARCHITECTURAL CONSULTANT FOR THE REPAIR/ RENOVATION/ RETROFITTING & RENOVATION OF SHIVAM QUARTER AND ALLIED STRUCTURALWORK

I.STANDARDMETHODOFPAYMENT

Based on the satisfactory performance / achievable milestones against the activities as enumerated hereunder, the following part payment on percentage (%age) basis shall be computed from the total quoted amount shall be payable to the appointed Bank's empanelled consultant in stages, as detailed below:

S. No.	Stage	Cumulative percentage Of Fees
1)	On submitting final preliminary drawings / designs /along with the modified estimate of cost and on approval of the same by Bank , 2 sets coloured copies on A2 size white paper and on submission of budgetary cost on sq.ft. basis or otherwise with sufficient supporting document to invite Prequalification application.	5.0
2) A)	On submission of tender drawings, tender documents, Measurement sheets, estimated cost with all supporting documents, like Rate Analysis, samples of the material being proposed for the interior decoration/scheme, catalogues of various material to the Bank for their acceptance sufficient for inviting the tenders from the empanelled / specialized agencies by the Bank with 2Dand3Dperspectivesfloorwise, area wise. Hard copies2 setsonA1 /A3 size white paper and soft copy in CD/ Pen drive/ Hard drive. The soft copies of interior decoration layouts will be issued to the Project Architect for incorporating various services like HVAC, LT Electrical, IBMS, etc. Obtaining statutory approval from local authorities if required.	15.0
B)	suggested by the Client sufficient for inviting the Tender for all tread and submission of 3 sets of tender Documents, drawings in hard and soft copy for modification by the Bank, if any. Sufficient to invite the tender .Obtaining statutory approval from local authorities if required.	25.0
3)	Assisting Bank for prequalification of the tenderers, Finalization of agencies, Inviting the tenders, arranging Pre-bid Meeting in coordination with Bank, Replying / Preparation of Common Set of Conditions acceptable to theBank, Attending tender opening procedure, Scrutiny and recommendations to the Client till award of the work. The fees will be paid on pro-rata basis, trade wise .The Bank may invite combine tender or individual tenders for following. - Interior decoration floor wise comprising of flooring, false ceiling, partitions,	30.0
	 cabins, storages, etc. for individual or group of floors. Work stations and Chairs Civil and Plumbing Works for renovating toilets Lift, Electrical ,Fire Fighting and miscellaneous mechanical works Decorative fittings and fixtures. 	



4)	On issuance of Good for construction drawings complete.6 sets through the Bank for execution purpose. The drawings and details should be sufficient for the work to be executed at site by appointed contractor. The fees will be Paid on pro-rata basis tread wise.	40.0
5)	During course of construction work on site (in installments) as construction work proceeds and in proportion to the value of work executed. This fees will be paid based on certification of RA bill payment by Bank and further recommendations by the Interior Designer on prorate basis.	80.0
6)	On Completion of work (Balance if any) & Obtaining statutory approval from local authorities if required taking inventory for individual floors, trades, handing over of the same to Client, Advising and arranging rectification of the defective work from Contractors before handing over the same to the Bank. The necessary deductions, if any to be pointed out /brought to the notice of Bank. Assisting Bank in replying the queries raised by the Inspection Authority/ Central Vigilance Commission and other authorities.	90.0
7)	Remaining 10% amount shall be released on successful Completion of rectification of the work by the contractors i.e. On expiry of DLP of 12 months or satisfied compliance of queries,/observations by Authorities mentionedinSr.no.6hereinabove, which ever is later.	100.0

In case there is an escalation in the actual project cost over the accepted tender cost, the payment to the Consultant 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 shall be paid as indicated in sub-clause above of this clause.

Items supplied/ procured directly by Bank i.e. Chair, Modular furniture, light fixtures etc. will not be considered for calculation of Consultants fees.

GST which has been imposed by Central/State Government on the services rendered by Consultant will be borne by Bank.

The decision of the Bank in respect of the above shall be final and binding on the appointed Consultant. All running payments made to the appointed Consultant are on account and shall be adjusted against final bill amount payable.



ANNEXURE'F'

J.<u>FORM OF AGREEMENT</u> (Draft Format)

THIS AGREEMENT made at ______ on the ______ day of _____ Two Thousand Eighteen between Indian Bank having its Corporate Office, Kolkata (hereinafter called "the Employer") of the ONE PART and ______ (Name and address of the Architects) hereinafter called "the Architects" of the OTHER PART. Whereas the Employer intends to carry out repair & renovation (civil, electrical, plumbing & carpentry) including structural retrofitting etc. of Shivam residential building, related civil works along with necessary infrastructure, External painting, lift area repairing, Electrical works, (hereinafter called "the Project") and whereas the Employer is desirous of appointing the Architects for the purpose of designing, site supervision and completion of the project.

NOW THIS DEED WITNESSETH and the parties hereto hereby agree as follows:

- 1) The employer agrees to pay the Architects as remuneration for the professional services to be rendered by the Architects in relation to the said project particularly for the services mentioned in the tender documents and this agreement, a fee calculated at <u>% (as quoted in the price bid)</u> of the estimated cost or accepted tender cost or actual cost of project whichever is less. 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 Architect 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:-

In case, the actual cost of work is more than the tendered cost as a result of authorized changes in the specification 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.

2) The Architects/Consultants shall take the Employer's instruction, prepare scheme designs, make approximate estimate cost by cubic measurements or otherwise, prepare working drawings, prepare structural, electrical services, drawings, prepare specifications, prepare bill of quantities and detailed estimate with rate analysis, prepare tender documents, assist in obtaining tenders, advise on tenders received, prepare contract documents, nominate and instruct consultants (if any), coordinate activities of all consultants with the local Architects/PMC if and as applicable, prepare such further details and particulars as are necessary for the proper carrying out of the works, advise Employer on technical and financial implication on the deviation/amendments (if any), from the approved scheme and give site supervision, measurement, quality control, variation management and complete project management.



When work is executed wholly or in part with old materials or where materials, labour or carriage is provided by the Employer, the percentage shall be calculated as if the work had been executed wholly by the contractor supplying all labour and materials.

No deduction will be made from the Architects'/Consultants fee on account of liquidated damages or such other sums withheld from the payments due to the contractor. However, the employer reserves the right to withheld /defer the payments due to the Architects till the completion of milestone levels as envisaged in the original programme charts.

- No traveling allowance (T.A), daily allowance (D.A) or any other allowance shall be paid to the Architects for visit to the site, Zonal office of the Bank, office of the local authorities etc.
- 4) Apart from such copies of drawings as required for submission to the local authorities and 4 sets of contract documents for all trades, the Architects will supply additional copies of drawings free of cost, as follows:
 - i. Two sets of all drawings for contractors.
 - ii. Two sets of all drawings for clerk of works/site engineer.
 - iii. One set of all drawings for Service Consultants, if any.
 - iv. Two sets of all drawings to the Employer.
 - v. The Architect shall furnish two sets of complete design calculation and drawing for the structural work and other items in the trade for record by the Employer, whenever the work involves structural work, addition and alteration as well.
 - vi. The Architect shall furnish two sets of completion plan of the Building/Structures including all services on completion of the project, along with a complete set of design calculations and structural drawings to form a permanent record for the Employer to be consulted incase of any future additions/alterations at a later stage.

The cost of supplying copies of drawings over and above the sets mentioned above shall be reimbursed by the Employer to the Architects.

5). The Employers hall pay to the Architects their basic fee in the following manner:

Total fee calculated at <u>% (as quoted in the price bid) and</u>, subject to ceiling given in clause 1a&1b of this agreement ,stage of payment shall be as given as per the annexure "E", Standard method of payment.

Note:

- a) The fees as stated herein above will also be applicable to engineering services work.
- b) The fees as stated hereinabove will be adjusted on the basis of the latest available estimated cost or if tenders have been received then on the lowest bonafide tendered cost. For stage (iv) onwards progressive payment will be made on the basis of cost of works done.

- c) The final installment of fees shall be adjusted on the basis of actual cost of works, subject to the stipulation and ceiling given in clause 1 herein before.
- d) The Architects shall not make any material deviation, alteration, addition to or omission from the approved design without the knowledge and consent of the Bank.
- 7). The Architects shall engage qualified and competent/ reputed Soil, Structural, Electrical, Water Supply & Plumbing and Air conditioning Consultants (if in house facility is not available) as required to assist them in the preparation of design and details for these services. The fees payable to these Consultants shall be borne by the Architects out of the fees received by them. The latter shall be however fully responsible for the design and soundness of the works of such Consultants and shall also co ordinate the activities of various consultants. The architects shall be considered as employer for these consultants for all purposes. The structure designed shall be earthquake resistant and shall be taken care in the design itself.
- 8). In case where the Architects/ Consultants perform partial services for any reason, including the abandonment, deferment, substitution or omission of any project and/or works, or part thereof, and if the services of the Consultants/Architects are terminated, the charges payable in respect of the services performed shall be as follows:

Payment will be made in accordance with Clause 5 hereinabove written for the stages that have been completed. For the incomplete stage, payment will be made on quantum-merit basis in which case assessment of fees will be made with due regard to all relevant factors.

- 9). In case of any dispute between the Architect and Consultant or any other agency, the matter shall be referred to the Bank whose decision shall be final and binding on all parties.
- 10). In case it is established that due to fault of Project Architect/ Consultant 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/Consultant necessary recovery may be effected from the Project Architect/Consultant's fee as per provision of section 73 of Indian Contract Act 1872 under section 30 of Architects Act 1972 (Central Act No. 20 of 1972), besides Bank's taking recourse to process recovery of the extra amount incurred by the Bank. The Consultant' say be however limited to 10 percent of the fees paid to him.
- 11). In the event of any dispute, difference or question arising out of or touching or concerning this agreement or the execution of the project, the same shall be referred, at the option of either party (Bank or the Architects), to the arbitration of a sole Arbitrator nominated by Competent Authority of the Bank. The award of the arbitrator shall be final and binding upon the parties.

Submitting to arbitration maybe considered as an additional remedy and it does not preclude the Parties to seek redressal/ other legal recourses.



12). This agreement can be terminated by either party on giving 1 months' written notice normally to be delivered at the registered address of the parties. However, in exigent circumstances, the services of the Architects can be terminated by the Bank by giving notice of lesser period.

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

Signed, and delivered by INDIANBANK 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 of (Name of the Architects) in the presence of

1. _____(Name and Signature)

2. _____(Name and Signature)

Place: Date:

> Signature of the Architect with seal (In token of acceptance of all terms and conditions of the tender)



III. CHECK LIST: DETAILS OF ENCLOSURES

SI. No.	Description of item	Enclosed Page No
1	PQ Document including Annexure-A to F	
2	Power of Attorney as required in Para4 of Instruction to applicant	
3	Certificate of Registration as required in Part-A: Technical Bid	
4	Audited Balance Sheet and Profit and Loss statements for the past three years Duly certified by a Chartered Accountant	
5	Name and Address of the Bankers of the applicant	
6	Certificates/Reports for: a) Completion certificates b) Performance Reports	
7	Details of key Technical and Administrative personnel employed	
8	Details of infrastructure and office equipments(separate sheet to be attached)	
9	Any other important information	

[B] CHECK LIST: PREQUALIFICATION REQUIREMENTS- ELIGIBILITY CRITERIA

1	Do you satisfy requirement of Clause I (B.PREQUALIFICATION (PQ) CRITERIA)	Yes/No
2	Do you satisfy requirement of Clause2.a (B.PREQUALIFICATION (PQ) CRITERIA)	Yes/No
3 (i)	Do you satisfy requirement of Clause2.b.i. (B.PREQUALIFICATION (PQ) CRITERIA) OR	Yes/No
(ii)	Do you satisfy requirement of Clause2.b.ii. (B.PREQUALIFICATION (PQ) CRITERIA) OR	Yes/No
(iii)	Do you satisfy requirement of Clause2.b.iii. (B. PREQUALIFICATION (PQ) CRITERIA)	Yes/No