



Zonal Office, Bengaluru, 4th Floor, East Wing, Raheja Towers,
No.26,27, M G Road, Bengaluru – 560 001

Date:16.11.2024

NOTICE INVITING QUOTATION

**SELECTION OF ARCHITECTURAL CONSULTANT FOR REPAIRS/RENOVATION OF 11
FLATS IN YAMUNA BLOCK, NATIONAL GAMES VILLAGE, KORAMANGALA,
BENGALURU-560047**

Indian Bank Zonal Office, Bengaluru invites quotation from Bank's panel Architects for selection of Architectural Consultant for rendering **Consultant Services** for Repairs/renovation of Bank's 11 flats in Yamuna Block, National Games Village, Koramangala, Bengaluru-560047

The details of our flats in Yamuna Block, National Games Village, Koramangala, Bengaluru-560047 is as follows:

Address	Yamuna Block, National Games Village, Koramangala, Bengaluru - 560047
No of Flats	11
Nature of occupation	11 Flats - Officers of the Bank. Other Flats - occupied/owned by other tenants/owners
Location of Flats	Block B2 & B4 located at Various Floors
Details of work	Bank intends to undertake civil, Interior & electrical repair/renovation works in 11 flats which includes flooring, plastering, painting, plumbing, dismantling, repairs, electrical wiring, toilet repairs, kitchen cabinets work etc.
Estimated cost of Works	Rs.91.98 Lakhs + GST as applicable
Period of Completion	6 months – including Tender Period.
last date for submission of completed Price Bid in the prescribed format	The last date for submission of completed Price Bid in the prescribed format at this office will be up to 3.00 pm on 25.11.2024 at the Indian Bank Zonal Office Bengaluru address.
Opening of Price Bids	3.30 pm on 25.11.2024

ZONAL MANAGER

Indian Bank, Zonal Office, Bengaluru
4th Floor, East Wing, Raheja Towers,
No.26,27, M G Road, Bengaluru – 560 001

PROJECT BRIEF

Scope of services to be offered:

Indian Bank proposes to undertake civil, Interior & electrical repair/renovation works which includes flooring, plastering, painting, plumbing, dismantling, repairs, electrical wiring, toilet repairs, kitchen cabinets work etc. at Bank's 11 flats in Yamuna Block, National Games Village, Koramangala, Bengaluru - 560047 at an estimated cost of Rs.91.98 Lakhs + GST.

As the project involves dismantling certain existing amenities in the existing building, Architectural consultant has to oversee the demolition activities for its disposal etc. Further the proposed work need to be completed with minimum disturbance to the occupants of the Building.

The time is the essence of the contract. While the duties of the Architectural consultant will be governed by the standard agreement to be executed with Indian Bank by the successful consultant, the **role and responsibilities of the Architectural consultant** will broadly include following:

(a) Preparation of tenders (Technical Bid & Price Bid) subhead-wise including detailed bills of quantity (BOQ) based on approved estimates by Indian Bank and full set of tender documents including Pre-qualification Criteria, all terms, conditions, special conditions and standard clauses.

(b) Assisting the bank in calling of competitive tenders each trade-wise at appropriate time from the contractors as per Pre-qualification Criteria. Required sets of tender documents will have to be prepared by the Architectural consultant themselves at no extra cost to Indian Bank.

(c) Detailed scrutiny of the tender received including preparation of the comparative statement etc. and submission of recommendations for, opening of Price Bids of contractors satisfying Pre-Qualification Criteria, acceptance or otherwise, of the tender of successful bidder / vendor, placing of work order etc.

(d) 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. 1 set of such drawings will have to be issued to Indian Bank for its records.

(e) The Architectural consultant is responsible for smooth and timely completion of all works in liaison with Bank within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the Architectural consultant.

(f) The effective communication between various agencies/ vendors contractors will have to be ensured by the Architectural 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.

(g) 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.

(h) 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 Architectural consultant. The list of duties mentioned above is only indicative and the Architectural 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 Architectural Consultant with the approval of Indian Bank.

Signed as token of acceptance

Signature of Architectural consultant with seal

Date:

Place:

FORM OF AGREEMENT

(Draft Format)

THIS AGREEMENT made at _____ on the ____ day of _____ Two Thousand Twenty Four between Indian Bank having its Zonal Office at 4th Floor, East Wing, Raheja Towers, No.26,27, M G Road, Bengaluru – 560 001 and Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai-14, (hereinafter called "the Employer") of the ONE PART and _____ hereinafter called "the Architectural consultant" of the OTHER PART. Whereas the Employer intends to undertake repairs/renovation of Bank's 11 flats in Yamuna Block, National Games Village, Koramangala, Bengaluru - 560047 (hereinafter called "the Project") and whereas the Employer is desirous of appointing the Architectural Consultant 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 Architectural consultant as remuneration for the professional services to be rendered by the Architectural consultant 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) + GST as applicable 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 Architectural 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 stipulation given below:-

In case, the actual cost of work is more than the tendered cost as a result of authorised 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 Architectural consultant 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 Architectural Consultant's 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 Architectural Consultant till the completion of milestone levels as envisaged in the original programme charts.

- 3) No traveling allowance (T.A), daily allowance (D.A) or any other allowance shall be paid to the Architectural consultant for visit to the 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 Architectural consultant will supply additional copies of drawings free of cost, as follows:
 - i. One set of all drawings for contractors.
 - ii. One set of all drawings for clerk of works/site engineer.
 - iii. One set of all drawings for Service Consultants, if any.
 - iv. One set of all drawings to the Employer.
 - v. The Architectural consultant 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 Architectural consultant 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 in case 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 Architectural consultant.

- 5). The Employer shall pay to the Architectural consultant their basic fee in the following manner:

Total fee calculated at specified percentage of the cost of work as quoted in price bid and stages of payment will be as given below for Architectural Consultant.

- i. On preparation of tender documents and its approval, tender process, detailed report and recommendations on tenders received –50 % of total fees (inclusive of fees paid in previous stages).
- ii. For making visits (minimum 1 visit in a week and maximum as required at the site) to the site/employers office for inspection and quality surveillance, certification of contractors bills, preparing other details and drawings as may be required during execution along with variation control - to be paid progressively with execution of the work - 90 % of total fees (inclusive of fees paid in previous stages).
- iii. Verification, certification and settlement of final bill of the contractors, issue of completion certificate to the contractors and as built drawings to the employer – 95% of total fees (inclusive of fees paid in previous stages).
- iv. At the end of Defect Liability of period of contracts - 100 % of total fees (inclusive of fees paid in previous stages).

Note:

- a) The fees as stated hereinabove 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 (ii) 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.

- 6). The Architectural consultant 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 Architectural consultant shall engage qualified and competent/ reputed Structural, Electrical and Water Supply & Plumbing 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 Architectural consultant 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 Architectural consultant 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 Architectural consultant 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 Architectural consultant 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 Architectural consultant and 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 Architectural 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 Architectural consultant necessary recovery may be effected from the Architectural consultant 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 proceed recovery of the extra amount incurred by the Bank. The Architectural 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 Architectural consultant), to the arbitration of a sole Arbitrator nominated by Competent Authority of the Bank. he award of the arbitrator shall be final and binding upon the parties.

Submitting to arbitration may be 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 3 months' written notice normally to be delivered at the registered address of the parties. However, in exigent circumstances, the services of the Architectural Consultant 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 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 of (Name of the Architects) in the presence of

1. _____ (Name and Signature)

2. _____ (Name and Signature)

Place:

Date :

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