

**मंडलीय कार्यालय:मुंबई**

मनीष कमर्शियल सेंटर

216 ए, डॉ.एनी बेसेंट रोड,

वरली, मुंबई -400030

दूरभाष / Telephone: 24921986 / 24923246

फैक्स /Fax: 24964644

e-mail: [zomumbaiwest@indianbank.co.in](mailto:zomumbaiwest@indianbank.co.in)

ZONAL OFFICE:MUMBAI(WEST)

Manish Commercial Centre,

216 A, Dr. Annie Besant Road,

Worli, Mumbai- 400 030

**BID DOCUMENT**

**FOR**

**Selection of Consultant for**

**Structural Consultancy Services for Carrying out Repair and Rehabilitation of Indian Bank Officers Quarters, Gautam Apartment, Raheja Township, Rani Sati Marg, Malad, Mumbai 400 097.**

**Ref No :**

**Date : 12/05/2021**

**Issued to :**

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This Tender document contains 27 pages

## INDEX

Part	Description	Page Nos
Part 1	Letter Of Transmittal	3
Part 2	Schedule & Notice Inviting Tender	4-5
Part 3	Pre-Qualification Criteria & Documents	6-13
Part 4	Scope Of Works & Payment Terms	14-15
Part 5	Terms and Conditions	16-19
Part 6	General Terms & Conditions	20
Part 7	Other Terms & Conditions	21-23
Part 8	Price Bid	24
Annexure A	Sample Agreement With The Consultant	25-27

## LETTER OF TRANSMITTAL

Deputy Zonal Manager  
Indian Bank,  
Zonal Office Mumbai West,  
Premises Dept,  
216/A, Manish Commercial Centre  
Dr. Annie Besant Road,  
Worli, Mumbai - 400 030.

Dear Sir,

**SUB: Providing Comprehensive Structural Consultancy Services for carrying out Repair and Rehabilitation of Indian Bank Officer Quarters, Gautam Apartment, Raheja Township, Rani Sati Marg, Malad, Mumbai 400 030.**

Having examined the details given in pre-qualification document for the above work, I/we hereby submit the PQ documents and other relevant information.

I/We hereby certify that all the statements made and information supplied in Documents and the enclosed in Forms -A to E and accompanying statements are true and correct.

I/We also authorize Officials of Indian Bank to approach individuals, employers, firms and corporation to verify our competence and general reputation.

I / We, the undersigned, am / are willing to participate in the tender process to submit our price offer for the Consultancy work in full.

I / We, agree that this Tender will remain valid for a period of 90 (Ninety) Days from the date of Opening of Tenders.

NAME OF CONSULTANT:

SIGNATURE OF CONSULTANT:

ADDRESS:

DATE:

TELEPHONE /MOBILE No:

EMAIL ADDRESS:

## **PART 2- SCHEDULE**

Indian Bank, Zonal Office Mumbai West invites sealed tender in 2 Bid System (Technical and Price Bid) from the reputed and experienced structural consultants for appointment as consultant for Repair and Rehabilitation of Gautam Apartment, Malad, Mumbai.

Name of Work	Comprehensive Structural Consultancy Services for Repair and Rehabilitation of Indian Bank Officers Quarters at Gautam Apt., Malad , Mumbai
Issue of Bid Documents	Free of Cost
Start date of issue	12/05/2021
Last date of Issue	26/05/2021 **
Pre-Bid Meeting/Venue	18/05/2021 at 11:00 AM Indian Bank, Zonal Office Mumbai West 216/A, Manish Commercial Centre, Dr. AB Road, Worli, Mumbai 400 030
Earnest Money Deposit	NIL
Estimated Structural Consulting fees	To be quoted by the bidder in terms of Percentage. 5% (upper Limit) GST Will be Extra
Time & Last Date of submission	26/05/2021, upto 03:00 PM
Time & Date of opening of Technical Bid	26/05/2021, at 03:30 PM
Time & Date of Opening of Price Bid	To be intimated

### **Note:**

- \*\* If the date of opening of tender falls under any holiday/closure due to Govt. regulations under pandemic or other unavoidable circumstances, the bid shall be opened on next working day.
- Submission of a Bid Documents (Technical and Price Bid) by a bidder implies that he has read this notice and other contract / tender documents and has made himself aware of the scope, specifications, conditions, liabilities and duties bearing on the execution of the contract.
- Conditional Bid, Late Bid will be summarily rejected.
- Bank is not responsible for late receipt of tenders by post/ Courier.
- The tender shall remain valid for acceptance for a period of 90 days from the date of its opening.

## **NOTICE INVITING TENDER**

### **Notice Inviting Sealed Tender in 2 Bid system for Appointment of Structural Consultant for rendering consultancy services for Repair and Rehabilitation of Gautam Apartment, Malad, Mumbai**

Indian Bank, invites applications from reputed and experienced Structural Consultant for Appointment as consultant for the proposed repair and rehabilitation works at Bank's Quarters at Gautam Apartment, Raheja Township, Rani Sati Marg, Malad, Mumbai 400 097.

The scope of work would involve devising the repair scheme/methodology, finalizing materials and machinery / techniques to be used, checking and assisting Bank in design if required for structural members based on the structural audit report provided by Bank, preparation of detailed Bill of quantities (BOQ), assisting bank in to Calling tender, Preparation of tender documents, assisting Bank in finalizing the contractor through 2 bid system, supervision of works, ensuring the quality of work, certification of works executed and bills submitted by contractors. After Completion of the work Structural Stability Certificate (for ensuring 10-15 years) to be submitted by the Structural Consultant. Structure testing cost to be borne by the bank.

Structural Consultant satisfying the pre-qualification criteria will be empanelled for the said work. The bidders are requested to furnish details regarding their Company profile, Organization Chart, Date of Incorporation, Experience etc as indicated in the application format Annexed herewith.

The application formats duly completed in all respects giving the aforesaid information is required to be addressed to the **"Deputy Zonal Manager, INDIAN BANK, ZONAL OFFICE MUMBAI WEST, 216/A, Manish Commercial Centre, Dr. AB Road, Worli, Mumbai 400 030."** and should be enclosed in a sealed cover super scribing in the top left hand corner of the cover as "Application for Appointment of Structural Consultant for Repair and Rehabilitation works of Indian Bank Officer Quarters, Gautam Apartment, Raheja Township, Rani Sati Marg, Malad East, Mumbai " and dropped in tender box kept for the purpose at **INDIAN BANK, ZONAL OFFICE MUMBAI WEST, 216/A, Manish Commercial Centre, Dr. AB Road, Worli, Mumbai 400 030** on or before **26/05/2021 by 3:00 pm**. If the covers are sent by post, the vendor should ensure that the bid application is received at the above mentioned address before the prescribed time to avoid rejection. The technical bids of all applications, received before the cutoff date and time will be opened on the same day i.e. **26/05/2021 at 03:30 pm** or such other extended date and time as may be decided by the Bank with prior notification to the applicants.

The Bank reserves the right to reject any application without assigning any reason and to restrict the list to any number deemed suitable by it, if too many applications are received satisfying the basic pre-qualification criteria. Bank also has the right to reject any or all the applications and go in for re-advertisement without assigning any reason.

**Deputy Zonal Manager**  
INDIAN BANK, ZONAL OFFICE MUMBAI WEST,  
216/A, Manish Commercial Centre,  
Dr. AB Road, Worli, Mumbai 400 030

### **PART 3- PRE QUALIFICATION CRITERIA**

Pre Qualification Criteria:

- The Consultant/Consultancy firm should have minimum prior experience of 10 years in structural design of building, seismic analysis, condition assessment of building, evaluation, repair, rehabilitation and retrofitting of structure and allied works as on 31/03/2021
- Consultant/firm should have at least 2 structural engineers (Masters Degree) with 10 years' experience (out of which minimum 5 years should be in rehabilitation/ retrofitting work).
- In addition, the consulting firm should have minimum 2 personnel with Degree/ diploma in civil engineering and minimum 5 years of experience in rehabilitation work. They should also have the experience in devising the repair scheme, estimating costs, drafting specifications, preparation of necessary documents and drawings, supervising the work being executed including certification.
- The structural consultant should have adequate knowledge with relevant IS code of practice on all pre and post testing of construction works and structural members.
- Experience of having successfully completed similar works / job i.e. rehabilitation/ retrofitting work in residential building mentioned hereinabove for Public Sector Undertaking/ Bank, State/Central Govt. Project or Corporate Sector during last – 7 years (as on 31.03.2021) should be either of the following.
  - a) Three similar completed works each costing not less than Rs. 120 Lakhs  
OR
  - b) Two similar completed works each costing not less than Rs. 150 Lakhs.  
OR
  - c) One similar completed work costing not less than Rs. 240 Lakhs.
- Bidder's Average Annual turnover of last three years (ending 31.03.2021) should not be less than Rs. 15 Lakhs (Form B).
- The Consultant/Consultancy firm should have authorized/ certified License obtained from the BMC/ competent authority for the respective profession, as applicable in Mumbai.

Note:

- i. Tenders by those bidders who do not submit Performance Certificates from their previous employers /clients with relevant details i.e. Project cost, date of completion of project, scope of work of Architect etc. shall be liable to be summarily rejected.
- ii. The proposed work shall be executed by bidder and not as Joint Venture, tie-ups etc.

## A.DOCUMNETS

### PROFILE: PREQUALIFICATION OF STRUCTURAL CONSULTANCY FIRM

- 1) Name of the Firm :
- 2) Address :
- 3) Name, Telephone Nos. including Mobile of contact person :
- 4) E-mail ID and Fax No :
- 5) Constitution of the Firm : Individual /Pvt Ltd /Partnership/Public Ltd
- 6) Year of Establishment :
- 7) Name of Partners / Associates :
- 8) Bio-data of Partners / Associates, Details may be given in the Enclosed format **(FORM- A)** :
- 9) (a) Registration Number with BMC License **(copy of valid registration to be enclosed)** :
- (b) Details of GST registration **(Copy of valid registration to be enclosed)** :
- 10) Name and value of major Building Construction works completed during the Last 10 years. Details may be given in the enclosed format **(FORM- C)** :
- 11) Name & value of the major Building Construction work on hand. Details may be given in the enclosed format **(FORM- D)** :

- 12) Name & value of other major :  
works (Building repair) on hand.  
Details may be given in the  
enclosed format **(FORM- E)**
- 13) List of Technical Personnel :  
employed
- 14) List of other Personnel employed :
- 15) List of consultants engaged by :  
the Firm :
- 16) List of office equipments owned :  
by the company
- 17) Banker's Name/ Branch :
- 18) 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.
- 19) Particulars of participation in :  
competitions and awards if any  
received
- 20) Last 3 Financial year information  
Details may be given in the enclosed  
format **(FORM- B)**

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

Signature of the Consultant with seal

Date:

Place:

**FORM -A**

**BIO-DATA OF THE PARTNERS/ ASSOCIATES**

1. Name :
2. Associates with the firm 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 :
9. Details of cost effective methods/ :  
designs adopted in the projects
10. Exposure to new materials/ :  
Techniques

Signature of the Consultant with seal

Date:

Place:

## FORM -B

### FINANCIAL INFORMATION

Financial Analysis – Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last 3 years ended 31.03.2021 duly certified by the Chartered Accountant, as submitted by the applicant to the Income -Tax Department (Copies to be attached).

	YEARS		
	2018-19	2019-20	2020-21
(i) Gross Annual turn-over in _____ Works:			
(ii) Profit (+) or Loss (-)			
(iii) Financial position :			
Cash :			
Current Assets :			
Current Liabilities :			

Please enclose:

- I. Income Tax Assessment orders/IT Returns submitted for the last 3 years.
- II. Audited Balance Sheet and P& L Account for the last 3 years

Signature(s) of Applicant(s)

**FORM -C**

**LIST OF MAJOR BUILDING STRUCTURAL RENOVATED STRUCTURAL WORKS COMPLETED DURING THE LAST 7 YEARS**

**ENDING AS ON 31.03.2021**

Sr. No.	Name of the Client	Nature of work	Key Features of the work	Location of the building / municipal limits	Estimated value	Area in Sq.ft.	Date of start	Period of completion	Actual date of completion	Final value of the project	Reasons for the variation / delay if any
1	2	3	4	5	6	7	8	9	10	11	12

**Note:** (a) The credentials issued by the Clients shall be enclosed including letter of award of the work/ completion certificate if any.

(b) The work should have been executed by the firm under the name in which they are submitting the applications.

Signature of the Consultant with seal

Date:



**FORM -D**

**LIST OF MAJOR BUILDING REPAIRS WORKS ON HAND AS ON 31.03.2021**

Si. No.	Name of the client	Nature of work	Key Features of the work	Location of the building / municipal limits	Estimated Value	Area in Sq.ft.	Present position	Scheduled date of completion	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of the Consultant with seal

Date:

**FORM -E**

**LIST OF OTHER WORKS ON HAND AS ON 31.03.2021**

Sr. No.	Name of the client	Nature of work	Estimated Value	Present position	Scheduled date of completion	Remarks
1						

Signature of the Consultant with seal

Date:

#### **PART 4- Scope of Works & Payment Terms**

S. No.	Description	Remarks
1.	Scope of Work	<p><b>Based on “Structural Consultant Reports &amp; Performa B” provided by the Bank the following works should be undertaken.</b></p> <p>a. <b>Preparation of drawings &amp; BOQ:</b> Preparation of lay-out drawings, designs and working drawing, if required, with details of schedule, preparation of BOQ (schedule of probable items of work) for Structural repairs, Water proofing, Civil works, detailed specifications, preparation of tenders etc. Lay out drawings and design should be prepared taking into account the specific requirements of the bank. To provide the required number of copies of drawings for the purpose of tendering and working drawings for execution of the project.</p> <p>b. <b>Project Management Consultancy:</b></p> <ul style="list-style-type: none"> <li>• Project Implementation, monitoring the progress, day-to-day supervision of the work by engaging an experienced &amp; qualified Graduate Structural/Civil Engineer at site. Controlling and checking the quality of work and materials used. Certify the measurement for RA bills and Final bill. Verification and certification of samples of materials used and confirming strictly on the adherence of specifications and make of materials used by the contractor.</li> <li>• The Consultant is required to visit the site at least twice in a week or as per site requirement for approving the layout markings, detailing the plans, makes and design, and monitor the progress and quality of the work apart from keeping one Full time BE civil Engineer having experience not less than 3 years/ Diploma in Civil engineer having minimum 7 years of experience in executing similar works to be deployed at site till the completion of work.</li> </ul>
2	Time Schedule	<ul style="list-style-type: none"> <li>• 6 Months which includes design period and execution.</li> </ul>
3.	As-Built Drawings, if required	Three Sets of As-Built Drawings to be submitted after the completion of the Project showing details of services
4.	Completion Certificate	Structural consultant has to submit the Structural Stability Certificate of the building stating the life of the building enhanced for 10-15 years after completion of structural repair work. Structure testing cost to be borne by the bank
5.	Professional Fees	<p><b>Break up of payment:</b></p> <ul style="list-style-type: none"> <li>• Preparation of detailed inspection report, drawing (if required) taking into account Bank’s requirement including BOQ and approx. cost estimate, Preparation of Tender documents and specification in consultation with Bank’s Engineer -5%</li> <li>• Assisting Bank for inviting the tenders, arranging Pre-bid Meeting in coordination with Bank, Replying / Preparation of Common Set of Conditions acceptable to the Bank, Attending tender opening procedure, prequalification of the tenderers, Finalization of agencies Scrutiny and recommendations to the Client till award of the work – 15%</li> </ul>

		<ul style="list-style-type: none"> <li>• Project Management services which includes day-to-day monitoring of works, approval of samples, inspection the quality of work including certification and recommendation of Running Bills – 60%</li> <li>• Submission of As-built drawings–5%</li> <li>• Approval of final bills – 10%</li> <li>• After the completion of defect liability period and certifying the contractors RM release (after site inspection) with bank for defects if any (One Year) : 5%</li> </ul> <p><b>Commercial:</b></p> <ul style="list-style-type: none"> <li>i. Site inspection, preparation of working drawings (if required), Submission of alternatives, BOQ with estimated cost detailed working drawings, as built drawings.</li> <li>ii. <b>Posting of Engineer at site for day-to-day supervision of work till the completion of project to be included in the fees.</b></li> <li>iii. Senior Structural consultant to visit as per site requirements to ensure timely completion of projects.</li> </ul>
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## **PART 5 -Terms and Conditions**

1. Applications are required to be submitted giving full details about the organization, experience, technical personnel in the organization, proven competence to handle major works, in-house computer aided design facilities, etc. in the enclosed proforma, which will be kept confidential. Applicants should ensure submission of all the documents/ certificates, supporting work experience, value of works executed/ on hand etc. duly signed by respective clients/ owners of the projects. In case of completed works, completion certificate from the clients shall be treated as valid proof.
2. The project is to be completed in a maximum period of **4 months from the date of award of work to the contractor** and only those Consultants who are capable and confident of getting the works completed within scheduled time, need to submit their application for Pre-Qualification. Price bid of only those applicants who have satisfied the eligibility criteria shall be opened with prior notification to the shortlisted bidders and others who do not meet the eligibility criteria shall be rejected.
3. The Application cum tender document shall be signed by the person/s on behalf of the organization having necessary Authorization/ Power of Attorney to do so. Each page of the application cum tender document shall be signed (Copy of Power of Attorney/ Memorandum of Association shall be furnished along with the application cum tender document).
4. If the space in the Proforma is insufficient for furnishing full details, such information may be supplemented on a separate sheet stating therein the part of the Proforma and serial number. Such separate sheets used for each part of the application cum tender format should be duly signed by the authorized signatory.
5. While filling up the application with regard to the list of important projects completed or in hand, the Applicant/ Tenderer shall only include those works which individually cost not less than the specified value as mentioned in the selection criteria.
6. The Applicant/Tenderer should have sufficient number of fulltime qualified Graduate Structural/Civil Engineer in its roll having adequate experience in planning/designing and execution of such Structural repairs and rehabilitation works of buildings. The Consultant should always be available for consultation and supervision in different stages to complete the work within the timeframe provided by Bank and for this work **one Full time BE civil**



**Engineer having experience not less than 3 years/ Diploma in Civil engineer having minimum 7 years of experience in executing similar works to be deployed at site till the completion of work.**

7. The Applicant / Tenderer must read the terms and conditions of the tender carefully and should submit the bid only if eligible and having possession of all the required documents.
8. The Applicant/ Tenderer must ensure to quote the fee in percentage. The fee shall be quoted upto 02 (two) decimals.
9. The Applicant/ Tenderer is required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
10. List of the documents to be submitted in hard copy along with Technical Bid:
  - a) Undertaking in Letter head for correctness of Documents / Information.
  - b) Letter of Acceptance of Tender Conditions.
  - c) Certificate of Chartered Accountant towards Turn Over for last three financial years.
  - d) Certificates from the Clients towards satisfactory completion of projects executed by the Applicant / Tenderer which are in line with prequalification criteria clearly mentioning the cost and total duration of the project executed.
11. The applicant/tenderer should have their main Regd. Office/full-fledged Branch office in the municipal limits of Mumbai/Navi Mumbai/Thane. The Applicant should have necessary infrastructure / equipments / software / supporting staff at senior and middle level.
12. The selected firm shall be required to execute an agreement with Indian Bank in the prescribed proforma before start of the work.
13. The application along with documents have to be submitted in a prescribed format in two cover system viz. technical and price bid in two separate covers super scribed as 'Technical Bid' and 'Price Bid' along with other details etc. as laid down in the enclosed Annexures. Both the above sealed covers one named as 'Technical bid' and the other 'Price bid' should be placed in a third sealed cover super scribed with the legend **"Application for Appointment of Structural Consultant for Repair and Rehabilitation works of Indian Bank Officer Quarters. Gautam Apartment. Malad. Mumbai "**
14. The External and internal Face of the building proposed to be repaired and rehabilitated is Ground + 7 storied building. The scope of renovation includes structural repairs (external and internal) , re-strengthen damaged RCC portion, external/internal repair of overhead

tank/parapet wall/ pump room, civil and water proofing works on the External Face, Terrace waterproofing, external Painting of building, oil bound distemper in staircase wall/ceiling, painting of M.S. grill, change of damaged Plumbing lines, change of GI pipes at terrace, repair of damaged chajja, refilling of separation gaps, injection grouting to column wall/beam wall/at terrace, etc at Indian bank Officers quarters at Gautam Apartment, Raheja Township, Rani Sati Marg, Malad, Mumbai 400 097. If required, the Consultant shall visit the site to ascertain the scope of work before quoting.

15. Last date for receiving application form in the prescribed format is **26/05/2021, up to 3.00 PM**, duly addressed to the office address as mentioned below:

**“Deputy Zonal Manager, Indian Bank, Zonal Office Mumbai West, 216/A, Manish Commercial Centre, Dr. AB Road, Worli, Mumbai 400 030.”**

16. Applications which do not fulfill any all or any of the INDIAN Bank's terms & conditions and/or incomplete in any respect are liable to be rejected. Any discrepancies, queries/clarifications w.r.t. tender may be brought to the notice of Bank's officials during Pre-Bid meeting to get necessary clarifications in the matter. Banks shall not be responsible if any discrepancies, omission, ambiguities in the tender format or any doubts are brought to the notice of Bank after pre-bid meeting. A Pre-Bid meeting has been scheduled on **May 18, 2021 at 11.00 AM** at Bank's ZONAL OFFICE MUMBAI WEST, 216/A, Manish Commercial Centre, Dr. AB Road, Worli, Mumbai 400 030 to enable the bidders to understand the scope of work and services to be provided. Queries received through email will only be discussed/answered at the time of Pre- Bid meeting. Queries may be sent on the e-mail id [mumwest.property@indianbank.co.in](mailto:mumwest.property@indianbank.co.in) on or before **3.00 pm on 17/05/2021**.

17. For any further clarifications, the applicant may contact officers on the numbers as given below during office hours Capt Rajeev Singh Chief Manager (Security): 022-24981341

18. The scope of works of appointed Structural Consultant would involve devising the repair scheme/methodology, drafting specifications, finalizing materials and machinery / techniques to be used, checking and providing necessary design if required for retrofitting works of structural members, preparation of detailed Bill of quantities (BOQ), and tender documents. Assisting Bank in floating Tender and finalizing L1 bidder, monitoring progress and supervision of works, ensuring the quality of construction, certification of works executed and bills submitted by contractors.



19. Following declarations has to be submitted by the Bidder(s) mandatorily:

- a. Declaration on letterhead of the Bidder(s) that its contract in the past was not terminated during the contract period due to unsatisfactory performance, nor did it refused to undertake any assignment for INDIAN Bank after the contract was awarded by INDIAN Bank in the past;
- b. Declaration on letterhead of the Bidder(s) that they have not been put in the negative list by any public sector bank/ Govt. organization, for breach of applicable Laws or violation of regulatory prescriptions or breach of agreement.
- c. Declaration on letterhead of the Bidder(s) that the Bidder has a clean track record and they didn't have any involvement in illegal activities or financial frauds. RFP document without declaration will not be considered and will be rejected forthwith.
- d. Declaration on letterhead of the Bidder(s) that the Bidder must not have been disqualified by RBI / IBA / RERA or any other Public Sector Bank including INDIAN BANK, during the last 3 (three) financial years ending with March 2021.
- e. Declaration on letterhead of the Bidder(s) that the Bidder confirm and undertake that no action has been initiated against it by any other Government, Statutory authority or Judicial authority with regard to any violation of law or other financial irregularities.

20. Decision of INDIAN Bank in regard to selection of Structural Consultant shall be final and is not bound to assign any reasons there for. The Bank reserves the right to reject any or all the applications/tenders without assigning any reason thereof.

**The Financial/ Price Bid (to be enclosed in a separate cover)**

Date:

Time:

**Seal & Signature of Applicant**

**PART 6- GENERAL CONDITIONS.**

- i. The applicants should read carefully the entire **complete Tender document** contains **27** pages duly filled and signed.
- ii. Structural Consultant may visit the site and examine the premises by prior appointment.
- iii. Structural Consultant shall have his own transportation, office, computer and telephone facilities. Bank shall not pay or reimburse for any such requirements.
- iv. Structural Consultant may appoint other sub consultants for specialized work at their own cost and convenience. No payments will be reimbursed.
- v. Structural Consultant shall coordinate with Bank and Contractor for completion of the work.
- vi. The quoted price is excluding GST and, should have valid GST Number
- vii. Income Tax, at applicable rates, shall be deducted from the Structural Consultant's Bills, as per Income Tax Act and TDS Certificate issued thereof.
- viii. The quote is valid till the period of completion of entire scope of works contract.
- ix. Structural Consultant shall not be permitted to participate in bidding for this work i.e., Consultant cannot become contractor / sub contractor for this work.
- x. Bank reserves the right to accept or reject any of all the bids without giving any explanation to bidders
- xi. After receipt of Budget Sanction, detailed Tender Document for the works to be prepared, which will include all necessary items of works required.
- xii. Assist Bank in forming a panel of eligible Contractors capable of executing the subject work. The Structural Consultant has to advise Bank regarding the capability of the applicant contractors their capacity and Suitability to execute the subject work.
- xiii. Attend the pre bid meetings, scrutiny of the Technical & Financial bids and submit recommendations for awarding of work to the selected contractor.
- xiv. Time is the essence of the contract and the Structural Consultant has to ensure that the work progresses smoothly without any hindrance. In case of any hindrance in the work, the Structural Consultant must bring it to the notice of Bank Authorities immediately in writing and assist in finding a solution for it.

## **PART 7- OTHERS TERMS AND CONDITIONS**

1. Take Employer's instructions, visit to the site, prepare and submit the BOQ as per the Structural report and calling of the Tender
2. Submit a proper PERT/BAR CHART incorporating all the activities such as preparation of working drawings, structural drawings, detailed drawings, tender documents, execution of work, etc. required for the completion of the project.
3. Prepare prequalification document for selection of contractor of the work, scrutinize the applications for short listing of the contractors for various trades, forward recommendations to the Employer for selection of the contractors.
4. Prepare detailed tender documents for various trades viz., Structural repair work, Flooring work, Window work, Modification of toilet, Terrace Water proofing, External and internal painting etc., complete with articles of agreement, special conditions, conditions of contract, specification, bill of quantities, including detailed analysis of rates based on CPWD/ market rates, time and progress charts, etc.
5. Prepare tender notices for issue by the Employer from pre-qualified/shortlisted parties/contractors as the case may be for all trades and submit assessment reports thereon, together with recommendations specifying abnormally high (AHR) and low rated (ALR) items.
  - a. The assessment report shall be based on proper analysis of rates with constants from an approved Standard Hand Book and market rates of materials and labour for major items of works costing about 90% of the estimated cost of the work.
  - b. All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not.
  - c. When conditions are not susceptible of evaluation, the alternative procedure of calling all the tenderers for negotiation by asking them to submit a final bid based on a set of common terms and conditions acceptable to the Bank may be adopted.
6. Prepare contract documents for all trades and getting them executed by the concerned contractors.
7. Prepare for the use of the Employer, the contractor and site staffs etc., 4 copies of contract documents for all trades including all drawings, specifications, and other particulars. Prepare such further details and drawings as are necessary for proper execution of the works.
8. Assume full responsibility with periodical supervision and proper execution of all works by General and Specialist Contractors who are engaged from time to time, including control over quantities during the execution to restrict variation, if any, to the minimum. The Structural Consultant shall ensure that the contractors comply with the Labour laws.
9. No deviations or substitutions should be authorized by the Structural Consultant without working out the financial implication, if any, to the contractor and obtaining approval of the Employer. However, where time does not permit and where it is expedient, the Structural Consultant may take decisions on behalf of the Employer, the total cost of the item/deviation of which should not exceed Rs.10,000/-. This deviation shall be got subsequently ratified from the Employer duly justifying his action at the earliest.

10. Checking measurements of works at site. Checking contractor's bills, issuing periodical certificates for payments and passing and certifying accounts, so as to enable the Employer to make payments to the contractors and adjustments of all accounts between the contractors and the Employer. Structural Consultant shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Structural Consultant to check the measurements of various items. The prescribed format for certification of bills is as under:-

“Certified that the various items of work claimed in this .....running bill/ final bill by the contractors .....have been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully conforming to the standard/prescribed specifications and drawings. We further certify that we have checked the measurements of various items as necessary claimed in this bill. Hence the bill is recommended for payment o Rs.....”

Date:

(Signature of the Structural Consultant)

11. The Structural Consultant shall endorse the above certification in the relevant Measurements Books also.
12. Working out theoretical requirement and actual consumption of cement, steel and any other material, if and as specified in the tender, on a regular basis for each bill.
13. Certify after test/commissioning/final inspection and check as the case may be, the completion of the work and/or satisfactory functioning of the system in services and utilities as the case may be.
14. On completion of the work/satisfactory functioning of the service system and certification of completion/satisfactory commissioning prepare and supply four sets of "as-built" drawings with relevant calculations of the design/engineering for the records of the Bank. The Structural Consultant shall verify and confirm that identification marks are made on all service installations/ cables/wiring, etc. as the case may be, to carry out future additions/alterations/maintenance jobs.
15. Wherever the work involves any structural additions/alterations, the Structural Consultant shall furnish one complete set of structural design, calculations and structural designs for the Employer's records. Obtain permission from local authorities for facilities and services as a result of addition, alteration and modification wherever required.
16. Complete requisite formalities and assisting contractor/bank /agencies to obtain necessary service connections such as water supply, electrical, drainage, sewerage and other services from local authorities.
17. Take timely action for revalidation of sanction for construction from local authorities as applicable if required.
18. Submit the Structural Stability report after completion of the work.
19. Assist the Bank during inspection of work by a wing of Central Vigilance Commission, organization, prepare detailed reports to CTE's observations and help rectification of the observations of CTE if any.
20. Assist the Employer in all arbitration proceedings between the contractors and the

Employer. The Structural Consultant also defends the Employer in such proceedings and prepares report/replies to the claims of the contractor.

21. Advise the Employer well in advance regarding steps to be taken by the department/Bank to discharge Employer's responsibilities in execution of contract agreements and for smooth and speedy progress of work.
22. The Structural Consultant shall hold periodical review meetings (at least once in a fortnight) for smooth completion of work.
23. During planning stage, the Structural Consultant s/ representatives shall visit Bank's office finalization of plan, quantity estimates, rate analysis and tender documents or for any other purpose in connection with the work as required by the Bank.
24. During execution of the work, the Structural Consultant to have minimum 1 visit in a week and maximum as required for inspection apart from keeping 1 full time BE Civil Engineer having minimum 3 Years experience in the same field / Diploma in Civil Engineer with 7 years experience 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
25. The Structural Consultant shall enter into an agreement with the Employer in the prescribed form of agreement attached with this tender (Annexure B).
26. The Structural Consultant s shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over for occupation to the Bank.
27. All services as stated above and as stated in the form of agreement and any other services connected with the works usually and normally rendered by the Structural Consultant s but not referred to herein above.
28. On submission of Part Bills and Final Bill by the Contractor, Structural Consultant shall carryout check measurements at site and certify the bills for payment.
29. On Completion of all the works, Structural Consultant shall furnish "Completion Certificate " in Bank's standard format.
30. The Structural Consultant has to ensure that the contractor clears all their remaining materials out of site before furnishing Completion Certificate.
31. The Structural Consultant has to ensure that the contractor takes all necessary precautions to safe guard the lives and properties of all their workers, Bank & its Staff and the Public in General.
32. The Site Engineer shall be responsible to take instructions from Bank Authorities and coordinate with them as well as the Contractor for smooth Execution of work at the site.
33. The Site Engineer shall maintain the Daily Progress Report Register, show the same to Bank Authorities during their inspection and get their signature. The Engineer shall also record measurements in the Measurement Book.
34. The fees quoted by the Structural Consultant shall include all the above mentioned services required to be provided by the Structural Consultant in connection with this project.



## **PART 8- PRICE BID**

**(TO BE ENCLOSED IN A SEPARATE SEALED ENVELOPE)**

We have understood the prequalification/ selection criteria, scope of the services to be offered, the terms and conditions for the appointment to be rendered by the Structural Consultant specified by INDIAN Bank in the Technical Bid as well from the standard agreement for the captioned purpose and we will abide by the same in case our proposal is accepted.

<b>Sl. No.</b>	<b>Name of The Work</b>	<b>Consultancy Fees in Percentage (%) of estimated cost or final bill cost excluding GST** ( whichever is lower)</b>
1.	Comprehensive Structural Consultancy Services for carrying out Repair and Rehabilitation of Indian Bank Officers Quarters at Gautam Apartment, Malad, Mumbai 400 097	

**Note:** The fees include Posting of Site Engineer at site for day-to-day supervision of work till the completion of project and periodic consultants visit to the site.

We also agree that the above payment of the fee will be released to us by the method as mentioned in technical bid at pre-determined stages related to the progress of work based on the standard terms of INDIAN Bank in this regard.

Name and designation of the Authorised signatory

Signature

Stamp and Seal

Place:



## ANNEXURE 'A'

### SAMPLE: AGREEMENT WITH THE STRUCTURAL CONSULTANT

THIS AGREEMENT made at Mumbai the .....day of ..... BETWEEN Indian Bank, a body corporate carrying on Banking Business under Banking Companies (Acquisition and Transfer of undertakings) Act 1970 having its Corporate Office at Royapettah, Chennai, (hereinafter called "the Employer"), of the ONE PART and M/s..... , hereinafter called "the Consultant " of the OTHER PART.

WHEREAS the Employer intends carrying out Consultancy services for Repair and Rehabilitation of Banks own Building, Gautam Apartment, Malad East (hereinafter called "the Project") and WHEREAS the Employer is desirous of appointing as Consultant for the proposed Project.

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

1. The employer agrees to pay the Structural Consultant as remuneration for the professional services to be rendered by the Structural Consultant in relation to the said project particularly for the services hereinafter mentioned, a fee calculated at.....% of the actual cost of work / accepted tender cost whichever is less plus GST as applicable. The said fee being herein after 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 and above the accepted tender cost

Subject to a ceiling if 110% of the Basic fee worked out on the accepted tender cost and as stipulated given in Para 1.1. 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, carpet, fans, electrical fittings, window / split air-conditioners etc. will be excluded from the cost on which fee will be payable. If however, bought out items need selection, specification, recommendation, estimation and inspection by Structural , 50% of basic fee will be considered for the concerned item.

2. The Architects shall take the Employer's instruction, prepare sketch designs, make approximate estimate cost, prepare structural drawings, prepare specifications, prepare interior drawings (tiles and window) if and as required, prepare specifications, prepare bills of quantities, detailed estimate with rate with rate analysis, prepare tender documents, advise on preparation of a panel of contractors to be invited for tendering, assist in obtaining tenders, advise on tenders received, prepare contract documents, nominate and instruct consultants (if any).

Note:

i)When the Structural Consultant is engaged for supervision as well, his duties will include supervision, measurement, quality control, variation management and complete project management of works.

3. The Employer shall pay to be Structural Consultant their basic fee in the following manner:

Total fee calculated ....% of actual cost of work / accepted tender cost whichever is less plus GST as applicable , subject to the ceiling given as follows:

- Preparation of detailed inspection report, drawing (if required) taking into account Bank's requirement including BOQ and approx. cost estimate, Preparation of Tender documents and specification in consultation with Bank's Engineer -10%
- Project Management services which includes day-to-day monitoring of works, approval of samples, inspection the quality of work including certification and recommendation of Running Bills – 50%
- Submission of As-built drawings– 15%
- Approval of final bills and submission of Structural stability certificate– 15%
- After completion of defect liability period (One Year) – 10%

4. The Structural Consultant shall give total supervision with complete execution responsibility.

- ii) The Structural Consultant shall not make any material deviation, alteration, addition to or omission from the approved design without the knowledge and consent of the Employer.
- iii) The fees and charges payable to the Structural Consultant shall be in accordance with the Scale of Charge (Clause 3 above).

5. The Consultants shall engage qualified and competent / reputed electrical, water supply and plumbing and air-conditioning consultants as required for assisting them in the preparation of design and details for these services. The fees payable to these consultants shall be borne by the Structural 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.

6. In case of any dispute between the Structural Consultant and any other agency, the matter shall be referred to the employer whose decision shall be final and binding on all parties.

7. In case it is established that due to fault of project Structural Consultant the Bank has to pay any extra amount due to over-run of the project, over measurement – faulty description of tender item or any other lapse on the part of Project Structural Consultant necessary recovery may be effected from the project Consultants 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 taking recourse to proceed against the Structural Consultant for recovery of the extra amount incurred by the Bank. The Structural consultant liability may be however limited to 10% of the fees paid to him.

8. In case dispute arises between the Employer and the contractors /Agencies/individual on the provision of execution of contracts, the Structural Consultant should assist the Employer in furnishing the details /data till the completion of limitation period as per the relevant laws of the country.



9. 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 (Employer or the Structural Consultant), to the arbitration of a sole Arbitrator mutually agreed upon, and in default of such agreement to the arbitration of two arbitrators, one each appointed by the two parties; who in default of manual agreement may in turn appoint an umpire. The arbitrator or arbitrators or umpire, as the case may be, will be Fellows of the Indian Institute of Architects or Fellow of Institute of Engineers (India). Such submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications thereof. The award of the arbitrator(s) or umpire, as the case may be shall be final and binding upon the parties.
10. This agreement can be terminated by either party on giving 3 months' notice normally. However, in exigent circumstances, the services of the Structural Consultant can be terminated 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 by the hands of \_\_\_\_\_ its  
and constituted attorney in the presence of

- 1.
- 2.

Signed and delivered by the hands of Shri. \_\_\_\_\_ of in the presence of

- 1.
- 2.