



# **INDIAN BANK**

## **PREQUALIFICATION DOCUMENT FOR SELECTION OF ARCHITECTURAL CONSULTANT**

**FOR**

**THE PROPOSED CONSTRUCTION OF  
RESIDENTIAL BUILDING (Min. Stilt + 5 floors)**

**AT**

**MUSIRI SUBRAMANIAM SALAI, MYLAPORE,  
CHENNAI**

**Ref. No: CO:EST:TNR:MBG:001:2023-24**

**Date : 29/11/2023**

This document contains 98 pages.

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**INDIAN BANK**  
**Corporate Office,**  
**Premises, Estate & Expenditure Dept,**  
**No. 254-260, Avvai Shanmugam Salai,**  
**Royapettah, Chennai – 600 014.**

**Over view of the Project**

Indian Bank Executive Quarters is located in No.75, Musiri Subramaniam Salai (Formerly Oliver Road), Mylapore, Chennai - 600004.

The said Indian Bank Executive Quarters has the following amenities:

- 1) One Building consist of G+2 floors
- 2) Overhead water tank
- 3) Underground sumps
- 4) Rainwater harvesting pit
- 5) Car Garage

Now Bank has proposed to appoint an Architectural Consultant for rendering the consultancy services for Construction of New Residential Building having 'minimum Stilt + 5 floors' of R.C.C. structure for Bank's Top executives after demolition of the existing Building in the premises and safeguarding the nearby neighbouring buildings. The objective of the project is to design the building and assist the bank to construct the same.

In view of above, Bank invites **e-tender in Two Bid System (Technical and Price bid)** from reputed registered Architect/ Consultancy Firms for design of structure as per bank's requirements, for obtaining approvals & NOCs from local authorities, preparing Architectural plans and drawings, structural designs, preparing estimates, preparing necessary tender documents, assisting bank in floating tender, evaluation of bids, comparison of bids & recommendation of L1 bidder, assisting bank in getting approvals from its competent authority (if required) and periodic supervision of design implementation during the course of construction of proposed building on the percentage of fees quoted by the consultant.

The proposed structure should be iconic, reflecting the stature of the Bank by providing accommodation facility to the Bank's Executives. It should have the state of the art facilities for the residential building.

The proposed building shall be a RCC framed structure as given below

|  |                              |
|--|------------------------------|
| Plot area of Quarters                              | : 5,944 sq.ft. (approx.)     |
| Proposed Building (expected)                       | : Minimum - Stilt + 5 floors |
| Proposed construction area<br>(including services) | : 17,000 sq.ft. (approx.)    |
| Expected carpet area of each Units                 | : 2500 sq.ft. (approx.)      |

**The Consultant will be selected on the basis of QCBS (Quality and Cost Based Selection).**



**PRE-QUALIFICATION CUM-NOTICE INVITING E-TENDER**

|       |   |   |   |
|-------|---|---|---|
| (i)   | Name of Work  | : | <b>Providing Comprehensive Architectural Consultancy Services for Construction of Residential Building for Bank's Top executives having Min. Stilt + 5 floors RCC Structure in Musiri Subramaniam Salai, Mylapore, Chennai - 600004</b>   |
| (ii)  | <b>Projected cost</b> of construction Work for which consultancy is required.           | : | <b>Rs.7.50 Crore.</b>   |
| (iii) | Earnest Money Deposit (Refundable)  | : | Rs.18,750/-<br>(To be remitted online)  |
| (iv)  | <b>Period</b> (Approximate duration of Consultancy Services required) <b>of Project</b> | : | <b>24 months from the date of issue of work order or till successful Defect Liability Period of Construction in all respect as required by the Bank, if required time extension shall be considered without any cost escalation.</b><br><b><i>(Initial 6 - 12 months for completion of Design, Drawing, obtaining all local body &amp; statutory approvals, preparation and approval of bid documents for inviting execution of work)</i></b> |
| (v)   | Performance Guarantee   | : | <b>5%</b> of the Consultant's work order value of the estimate cost<br>(The successful bidder is to submit the Performance guarantee within prescribed timeline and will be returned without interest on successful completion of DLP of one year by the contractor)  |
| (vi)  | Validity of Tender  | : | One Hundred Eighty (180) days from the date of Opening of Technical Bid.<br>If required validity will be extended by intimation up to 90 days.  |
| (vii) | Documents can be Downloaded and submitted in  | : | From <b>29/11/2023 to 20/12/2023</b> on e-tender website<br><a href="http://www.tenderwizard.com/indianbank">http://www.tenderwizard.com/indianbank</a><br>Detailed NIT is also available on website<br><a href="http://www.indianbank.in/tender">http://www.indianbank.in/tender</a> for view only.  |



|        |   |   |  |
|--------|---|---|--|
| (viii) | Date of Pre-bid meeting   | : | <p><b>A. Pre-Bid query: Till 06/12/2023</b> on <a href="mailto:ibcoproject@indianbank.co.in">ibcoproject@indianbank.co.in</a></p> <p><b>B. Pre Bid Meeting</b> will be held on <b>07/12/2023 (11: 30 Hrs. to 13:00 Hrs.)</b>.<br/>Pre-Bid meeting will be held Through Video Conference<br/>(e-link details would be uploaded in the Indian Bank web site on <b>06/12/2023</b>).</p> <p><b>C. Post pre-bid query: Till 07/12/2023</b><br/><a href="mailto:ibcoproject@indianbank.co.in">ibcoproject@indianbank.co.in</a></p> |
| (ix)   | Site Inspection   | : | <b>04/12/2023 &amp; 05/12/2023</b> (From 10.30 AM to 05.00 PM)   |
| (x)    | Last date of online submission of documents on e-Tender Portal. | : | On or before <b>20/12/2023</b> . (03:00 PM)<br>(No other means of submission other than online will be accepted)   |
| (xi)   | Date of Online opening of Technical Bid                         | : | On <b>20/12/2023 (03:30PM)</b>   |
| (xii)  | Presentation to the Bank  | : | Bank will intimate the date for presentation to the <b>Technically qualified consultants</b> well in time.   |
| (xiii) | Opening of Financial Bid  | : | Will be intimated to the Qualified agencies after presentation, at a Later date.   |
|        | <b>Note:</b>  |   | <p><b>Bank reserves the right to reject either any or all proposals without assigning any reason/s thereof. Proposals which are incomplete or not fulfilling the requirements specified in this tender document are liable to be rejected. Tenders with any condition including conditional rebate shall be rejected forth with.</b></p> <p><b>EMD is to be submitted by all bidders irrespective of their status/ registration as MSME.</b></p>   |



## **SECTION 1**

**1a: Requirement for Architectural consultancy services.**

**1b: Guidelines for E-tendering.**



## 1 a) Requirement for Architectural Consultancy Services

### 1) Organization:

This invitation is open to Indian firm (which include companies, partnerships, proprietary concerns, LLP) having interest in bidding for the Project.

The bidder should be an Architectural Consultant or should have Architect on their permanent role of their firm or should have a partner who should be an architect and he/she shall be the member of **Council of Architecture/ Respective registering authority in their respective field**. The firm should have a valid working license/ valid registration or certificate showing that the company is legally established under the law of Government of India/ Respective State where it is applicable.

The bidder should have sufficient and relevant experience in the field including similar projects and details should be provided. Details like constitution of the Organization & year of incorporation etc. name and details of various in house services or associates, to whom the job is proposed to be assigned, should be provided.

The bidder should ensure that they qualify for all items of the Assignment on their own or through his affiliate Associate. Offers that seek to be qualified for only part of the items of the Assignment will be summarily rejected. Organizational set up shall be provided.

- 1) The bidder shall be evaluated according to the terms and conditions of NIT.
- 2) **THE JOINT VENTURE/ CONSORTIUM IS NOT ALLOWED.**
- 3) **The procedure to be followed in respect to assessing the financial competency of the architectural firm will be based on the certificate issued by the Chartered Accountant and IT returns.**
- 4) The tender can be downloaded from the bank's website or the bank's e-tender website.
- 5) The **form 3F Arch** at page 44 is the format for the performance report/ certificate issued by the Client/ authority under which the consultant has completed similar works.
- 6) The Individual/ firm shall submit copy of PAN Card, GST No, Copy of TIN /CIN incase of company etc.
- 7) List of name of Partners/ Directors, together with their DIN, address etc. needs to be submitted.
- 8) **Name of key personnel, their qualifications and experience shall be furnished. The architectural firm should submit a list of these employees stating clearly how they would be involved in the PROPOSED project.**
- 9) **The Architect should be registered with Council of Architecture to enable to Participate in NIT process.**
- 10) The bidder can appoint suitable technically qualified & experienced



Licensed Consultant/s including accredited / certified auditor for green building rating at their cost. However, the consultant will be overall responsible for detail engineering, execution, designing, accuracy, stability, delivery of the commitment & liability, co-ordination, Liaison with local authorities, GCC, CMDA, PMC, PCB, Metro Rail Authority, TNFS, MoEF etc.

- 11)** All the design & drawings (for Architectural, Civil, Structural, MEP, HVAC, etc. all) shall be through AutoCAD, STADD Pro, E tab or any other approved software. All Structural Designs shall be proof checked by the Architect and get it approved by a reputed organization such as IIT/ Anna University.
- 12)** Authorized representatives of Architect should attend all site meetings and other meetings in Chennai whenever required. Cost for travel expenses, accommodation, food, etc. shall be the responsibility of the bidder.

**2) Scope of work & Services to be rendered by the successful bidder (Consultant Architect) inclusive of but not limited to the following.**

**2.1** On instructions from Bank, developing at least 1 or 2 alternate schemes, sketch designs sufficient to indicate the Consulting Architect's interpretation of the instructions and making estimate of the cost by cubic/ square measurements or otherwise.

The selected Architect has to submit the alternative schemes/ proposal based on the proposal submitted by them in the presentation by detailing the space planning, arrangement of rooms, height of building etc. approved by Bank considering the existing trees & obstruction at site. The Architect has to submit space planning (area allocation to each facility, floor plate, relative positioning of the services & its connectivity, etc.) along with the concept design. The Architect is to get the space planning / stacking plans approved from Bank, before proceeding for detailed concept design. Also master plan for entire project shall also be prepared for the alternatives.

The Architects have to prepare 3D walkthrough & Detail Physical Model from all the directions with precise detailing for the approved plan. The fee for generating 3D walkthrough & Model shall be included in the quoted fee for providing Comprehensive Architectural Consultancy.

**2.2** Before preparing the site plan(s), the Consulting Architect shall acquaint himself with all the ground realities such as existing building, soil conditions, existing overhead water storage tanks, sumps, well, water bodies, underground cables, nearest CMRL corridor, service lines/ pipes, location of trees, land boundaries, green building norms, etc. in the design and construction of building(s) and development(s) of the land around it including diversion of existing services, cables etc. if required. The existing services / infrastructure shall be incorporated/ integrated in the drawings/ design, Complete plan (drawing) is to be submitted to the Bank which shall contain all details of storm water drains, water supply lines, sewage lines including gully traps and man holes, HT/ LT electrical distribution arrangement including meter room, panel board position of sleeves/ conduits required, Transformer & RMG Location, if any, for passing of





electrical/ internet telephone cables/lines in the walls/beams/columns etc. including STP/ ETP.

**2.3** The consultant has to liaison & obtain approval from GCC for demolition of old building and approval for construction of new building from CMDA & GCC.

Submission of drawings in line with department requirements & obtaining sanction from CMDA/ GCC/ Authorities Concerned/ Local authorities for Building plan and layout approval. The approval of construction of new building from CMDA & GCC to be obtained at the shortest possible time.

Coordination & Obtaining letter of commencement from CMDA/ GCC/ Authorities Concerned/ Local authorities.

Coordination & Organizing CMDA/ GCC/ Authorities Concerned/ Local authorities for site visit checking & approvals e.g. Plinth checking, part completion/ completion etc.

**2.4** Preparing detailed working drawings-good for construction, structural drawings, design base reports, shop floor drawings, specifications and finishes and preparing detailed estimates for works (which will conform to Schedule of Rates of either CPWD or any other method as approved by the Bank) for the approval of the Bank and revising the design, drawings and specifications if instructed by the Bank to keep the cost within the approved block estimate and preparing tender documents, attend the Bank's meetings for pre-qualification of the contractors and shall prepare NIT, Tender documents, attend pre-bid meeting(s) & reply the queries, scrutinize & analyze the bids, attend negotiation meetings, assisting bank to get required approval(s) from its competent authority (if required), certify reasonability of the rates of the successful bidder & recommend the contractor for award of the work(s). The Consultant shall bear the cost of site visits, if any required for inspection of the works of the prospective bidders.

Prepare Tenders for civil, plumbing, electrical, mechanical, HVAC, hot water supply system, waste management, communication systems, online data/ voice/ networking I.T. Systems, Audio visual systems, access control systems, Building management systems (BMS), signage, central security, lifts, firefighting as per NFPA Norms, external services, street lighting, site development, landscaping works, aesthetics-interiors, furniture planning and layout, facades, green zones & horticulture development. etc., the price bids of tenders for various trades shall be prepared as may be decided by the Bank which shall be uploaded on the e-Tender Portal. No additional fee shall be paid to the consulting Architect for the preparation of the tender document.

In case of re-inviting / modifying the tender (for part or whole of the work) no additional fee shall be paid to the consulting Architect for the rework involved.

Note: The Architect shall work out detailed schedule of quantities & complete scope of work covering all aspect of the project considering inviting the tender.



Scope of work also includes coordination with Project Management agency at no extra cost.

**2.5** Soil Investigation shall be done by Bank by inviting tender. Preparation of tender, coordinating with the agency, supervision and evaluation of Report shall be done by Architect. Soil Investigation report will be submitted to Architect by Bank. Soil investigation report has to be approved by the Architect and their structural Engineer.

**2.6** If needed for survey of land, where necessary and prepare a survey plan to suitable scale, which shall give all relevant dimensions and show the boundary lines, contours at suitable intervals, existing buildings, trees and other landmarks. Architects shall be paid separate fee for the work to be mutually agreed.

**2.7** It shall be the responsibility of Consultant Architect to have an in house structural Engineer/ Associate consultant and the Consulting Architect shall give a declaration to the Bank that such structural Engineer/ Associate consultant is fully technically qualified and capable, and that the Consulting Architect is fully satisfied with the technical capability of such Engineer/ consultant. Structural Associate consultant shall be appointed by the Consultant Architect, at his own cost. It is however expressly understood that the Consulting Architect shall overall be responsible for structural details and assurance, and the Bank shall in no way be responsible for any structural defaults if any which may surface at a later date, and that Bank will be fully indemnified for the same by the consulting Architect. The latest standards and specifications of Bureau of Indian Standards and practices are to be followed strictly.

**The structural Engineer/ Associate consultant should have the experience in design of residential seismic resistant Building (min. of G+3) and should liaise with the proof consultant for its clearance to the construction.**

This is also applicable to all the other consultants (MEP, HVAC, Green Building etc.) as may be required for the work to be appointed by the Architect.

**2.8** Preparation of design and drawings to the required scale & detailing for internal and external services sufficient for the purpose of execution and submission to municipal or any other Statutory bodies/ Government, authority etc.

**2.9** Preparation of structural designs and stability report as per the needs and requirements of the CMDA or sanctioning authority for obtention of approval.

**2.10** Building shall be designed as per Green Buildings norms from the beginning of the planning stage of the project for obtaining GRIHA 4 star rating.

**2.11** Preparation of complete tender documents for selection of contractor in consultation with PMC/ Bank including general conditions of contract, technical specifications, tender drawings, schedule of items, etc. for all the works in totality or in parts, to ensure contract obligation as per latest



version of CPWD/ BIS. Architect has to get the tender document approved from the PMC.

**2.12** The following Services are to be provided by the Consultant Architect:

- a) To supply one number or more copies of hard & soft copy of all drawings and documents as desired by Bank and to supply break up calculations for structural designs, electrical designs, Interior Design, MEP design, bill of quantities, cost estimates, rate analyses, etc. in proper formats, with the relevant and desired form of deliverables during the various stages of design development.
- b) To prepare and submit scaled working/ GFC drawings on suitable scale as specified by the Project Authority for all interior, Architectural, landscape, civil, structural, mechanical electrical, engineering services and all services and utilities and issue them for construction at least one month before the requirement of such drawings and details for construction at site.
- c) Within 10 days of award of work to the Contractor, the contractor and PMC has to be provided with each one set of complete drawings to enable them to submit the program schedule.
- d) Within 15 days of award of work to the Contractor, the Consultant has to issue the structural GFC drawings upto first floor slab, vetted by IIT/ Anna University.

**2.13** All designs, drawings and other documents prepared by the architects shall conform prevailing relevant Indian Standards (for ex: NBCC for building design etc.) and statutory requirements. However, all designs should be safe, efficient and cost effective.

**2.14** Periodic site visits by the Architect and Design Engineers (Structural, MEP, HVAC, Landscaping work etc.) for attending the weekly meetings (frequency of such meetings/ site visits commensurate with the nature and magnitude of works) and/or as per the site requirement & whenever requested by BANK, for monitoring to keep the check on execution and bring to the notice the deviation(s), if any, signing the pour cards (if applicable), advising BANK on technical matters related to the construction, installation of fittings & fixtures approval of samples, mock-ups, materials, etc. as required and co-ordinate with the Project Management Team for smooth completion of the project.

The Consultant Architect is to approve the samples/ mock-up and certify the works (scope as per the design) covered in each RA bill, extra/substitute items, variation statement, submit virtual / final completion certificate, defect reports, etc.

The Architect and Structural Engineer shall inspect the site before casting of the structures to satisfy themselves about execution of the works as per their design and Bar bending schedule (Architectural, Structural, etc.).

The Architect and Structural Engineers shall submit the completion certificate to BANK and to the statutory authorities for obtaining Occupancy Certificate & other related approvals.



The Consultant shall submit all necessary documents drawings, certificate etc. for obtaining occupancy certificate, building completion certificate and other related approvals to Statutory Bodies, Regulatory Bodies, and Government Bodies etc.

**2.15** Consulting Architect shall obtain all the related NOC's from the competent/ statutory authorities (Including Heritage and Archaeological, if any) for obtaining Commencement Certificate,

Occupation Certificate & Building completion Certificate including all related required Permissions/ NOCs from Statutory authorities for completion of project in all respect and ensure completion of work as per the design and issue virtual completion certificate to the Contractor. Prepare "As Built" drawings & submission four sets to BANK.

**2.16** Assisting the PMC in Preparation of Operation Manual and Instruction Literature for operation of various services / facilities installed. Listing the defects, if any in the work during defect liability period of the contractors.

**2.17** The Consulting Architect shall provide all assistance / data required for obtaining approvals/ NOCs from statutory agencies whichever is found to be necessary.

**2.18** The Consulting Architect should follow the Handbook of Professional Documents Publish by Indian Banks' Association (IBA), Council of Architecture (India) & CPWD Manual, Schedule of rates for BOQ in addition to the scope mention in above Paras.

**2.19** Total station survey can be included by Consultant Architect in the tender of construction Contractor but overall coordination and support shall be in the scope of Consulting Architect in liaison with PMC.

Within 15 days from award of work to the contractor, the consultant has to issue the GFC drawings of setting out plan of building & foundations with necessary site references.

**2.20** The preparation of as built drawings can be included in the scope of construction Contractor but coordination and vetting of drawings shall be in the scope of Consulting Architect.

**2.21** Maintaining 4 Star GRIHA Green building guidelines during planning & construction activity of buildings. The Green building consultant has to visit the site periodically, attend meetings, conduct orientation programs and ensure that proper documentation are being done by the contractor, to enable the Architect to obtain 4 star GRIHA rating.

**2.22 The selected Architectural Consultant shall not be eligible to participate in the tender for selection of PMC for this project. Further, neither the Architect or their sub consultant can have any role with Construction Contractor of this project.**

**2.23** It will be sole responsibility of Consulting Architect to check and certify the layout of building right from excavation to completion of entire work.



**2.24** The Consulting Architect should follow the Handbook of Professional Documents Published by the Council of Architecture (India) in addition to the scope mention in above paras.

### 3) Consulting Architect's obligations

The Consulting Architect shall appoint Service, Liaison, etc. consultants at his own cost, for the services of residential design & space planning, Geological investigation, Structural design, Public health works, Sanitary and Plumbing works, Electrical works, Lift, HVAC, firefighting equipments, waste management, space & equipment planning for the residential building communication systems, online data, voice, networking, I.T. systems, Audio Visual systems, access control systems, Building Management Systems, signage, Site Development, Landscaping, Kitchen works, Garbage waste disposal theme etc. as may be required to plan & design of Bldg. Giving necessary guidance for completion of project in satisfactory manner within the cost & time frame stipulated.

### 4) Eligibility Criteria - for Architect

#### PREQUALIFICATION (PQ) CRITERIA

- (i) Minimum 10 years experience as Architectural Consultant as on 30.09.2023. The experience should include all consultancy services for multi-story buildings such as architectural, structural, engineering and all internal and external services including electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, firefighting, horticulture, EPABX / Networking, gymnasium, parking, rainwater harvesting, water treatment plant, recycling of waste water, solar etc.
- (ii) The consultant should have planned, designed & supervised viz. offered all types of consulting services as in (i) above to the below mentioned projects, from inception to completion in the last 7 years, as on 30.09.2023:
  - (a) At least one residential buildings of minimum Stilt / Ground + 3 floors. Preference marks will be given to those who have designed & constructed residential buildings in and around Chennai/ Chennai agglomeration.
  - (b) The firm should have successfully completed similar works during last 7 years ending on 30.09.2023, either of the following:
    1. Three similar completed projects not less than 40% (6,800 sq.ft.) of the total construction area of the Proposed Project.
    - Or**
    2. Two similar completed works not less than 50% (8,500 sq.ft.) of the total construction area of the proposed Project.
    - Or**
    3. One similar completed work not less than 80% (13,600 sq.ft.) of the total construction area of the proposed Project.



- (c) Should have completed at least one work of similar nature for Govt. / Public Sector Organization/ PSB/ reputed national or multinational companies (whose turnover is above Rs.50 crore per annum) in last 7 years ending on 30.09.2023.
- (iii) Should have average annual turnover of at least **Rs.0.08 Crore** from Architectural consultancy services contracts in last **Three Financial** years ending 31<sup>st</sup> March 2023. This should be duly certified by a Chartered Accountant.
- (iv) The Tenderer should be a profit (net) making firm as on year ending 31/03/2023. The agency should not have incurred any loss (profit after tax should be positive) in more than 3 years during the last five years ending 31st March 2023 duly certified by Chartered Accountant. Certificate(s) from Chartered Accountant / Statutory auditors specifying the net worth of the Applicants, as at the close of the preceding financial year.
- (v) The agency should not be under liquidation, court receivership or similar proceedings.
- (vi) The partner/ associates/ permanent employees of the consultant should have a valid registration and license as an Architect from statutory authorities viz. Council of Architects.
- (vii) The consultant should also have a full-fledged office or should be ready to establish an office in Chennai agglomeration area within 1 month from the date of approval from CMDA. Preference marks will be given to those who have office in Chennai (Ref. Form 3B ARCH).
- (viii) Should have adequate number of qualified architects/ Engineers – Total of min. 4 nos. and other personnel on the payroll / establishment in the company and should also have tie up arrangements with reputed registered and licensed services consultant, structural consultancy firms etc.





## 2 a) GUIDELINES FOR E-TENDERING: -

### Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using **valid Digital Signature Certificates**. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.

More information useful for submitting online bids on the e-tender Portal may be obtained at: <http://www.tenderwizard.com/indianbank>

- 1) Bidders are required to enroll on the e-tender module of the Bank.
- 2) The bidders will be required to register their valid Digital Signature Certificate.
- 3) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that he/ she do not lend their DSC's to others which may lead to misuse.
- 4) Bidder should check and take into account any corrigendum published on the tender document before submitting their bids.
- 5) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.
- 6) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 7) Bids shall be submitted online only at: <http://www.tenderwizard.com/indianbank>
- 8) Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 9) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. Hence, it will take some time.
- 10) Upon completion, the tender documents (all pages) along with the copy of the proof of e-transfer of EMD have to be scanned in .pdf format. Only the scanned copy of the proof of e-transfer of EMD fee and tender document to be uploaded in the portal.
- 11) The applicant has to transfer the EMD to the following account number through NEFT/ RTGS/ IMPS/ UPI :
 

|                 |                              |
|-----------------|------------------------------|
| Account Name    | : HO Expenditure             |
| Bank A/c Number | : 432438421, Current Account |
| Bank Name       | : Indian Bank                |
| IFSC Code       | : IDIB000H003                |
| Branch Name     | : Harbour Branch, Chennai    |

The transaction reference number and date has to be mentioned in the application.



- 12) The application submitted without the EMD / tender document (signed & sealed) will be summarily rejected without further communication in this regard.
- 13) EMD of the unsuccessful bidders will be returned within 30 days of award of work. Successful Consultant's EMD shall be returned after receipt of performance Guarantee from them. EMDs returned shall not carry any interest.
- 14) The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed by Authorized signatory. The revised documents (if any) shall be uploaded in e-tender portal only.
- 15) Bidders are requested to note that they should necessarily submit their financial bids in the format provided in the e-tender portal and no other format will be acceptable.
- 16) Bidders are advised to upload their documents well in advance, to avoid last minute 'rush on the server or complications in uploading. Bank, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
- 17) The uploaded tender documents become readable only after the tender is opened by the authorized bid opener.
- 18) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.
- 19) Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/modification in the tender will be intimated through this website only by corrigendum/addendum/amendment.

## 5. ASSISTANCE TO BIDDERS

- (i) Contact details of e-tender service provider for any assistance:

Name: Mr. Gunaseelan M.  
M/s.Antares Systems Limited  
#24, Sudha Complex, 3<sup>rd</sup> Floor, 4<sup>th</sup> Block  
Basavesgwaranagare, Bangalore – 560 079  
Support Contact No. 9943277499/ 080-40482100  
Support Email: gunaseelan.m@antaressystems.com

- (ii) From Bank:

|   |   |
|---|---|
| <p>1) Mr.Bubesh Gupta M<br/>Senior Manager (Architect)<br/>Indian Bank<br/>Corporate Office,<br/>Estate Department,<br/>254-260, Avvai Shanmugam salai,<br/>Royapettah, Chennai – 600014<br/>Tel.: 044 – 2813 4618/ 4305/ 4401/ 4306/ 4498<br/>044 – 2813 4300 (Extn.: 4618/ 4305)<br/>e-mail: <a href="mailto:ibcoproject@indianbank.co.in">ibcoproject@indianbank.co.in</a></p> | <p>2) Mr. Ravindra Pratap Singh<br/>Assistant Manager (Civil Eng.)<br/>Indian Bank<br/>Corporate Office,<br/>Estate Department,</p> |
|---|---|





## LETTER INVITING OFFER

NIT. No.: **CO:EST:TNDR:MBG:001:2023-24**

29.11.2023

Dear Sir(s),

**Sub: Providing Comprehensive Architectural Consultancy Services for Construction of Residential Building for Bank's Top executives having Min. Stilt + 5 floors RCC Structure in Musiri Subramaniam Salai, Mylapore, Chennai - 600004**

Bank hereby invites bids in the prescribed form for the following Assignment:

|   |   |
|---|---|
| Name of the Assignment:   | <b>Providing Comprehensive Architectural Consultancy Services for Construction of Residential Building for Bank's Top executives having Min. Stilt + 5 floors RCC Structure in Musiri Subramaniam Salai, Mylapore, Chennai - 600004</b> |
| Projected cost of construction For which consultancy is required. | <b>Rs.7.50 Crore</b>  |
| Earnest Money Deposit:  | Rs.18,750/- .   |
| Tender Processing fee to be paid                                  | Nil   |

- Desirous Consultants may view & download Pre-Qualification Cum Notice Inviting Tender from the web site <http://www.indianbank.in/tender> or e-tender website <http://www.tenderwizard.com/indianbank> however they can submit the tender only in e-tender website <http://www.tenderwizard.com/indianbank>
- The Proposals and all technical documents and financial bid should be submitted separately. In case, the financial bid is submitted in the technical bid folder, then that particular bid will be summarily rejected.
- Bid Submitted without the detail of EMD fee, will be summarily rejected.
- In the event of the bidder receiving the Consultancy Contract, you will have to **pay 5% of the Contract value (fees) of consultancy as Performance Guarantee (PG)**. PG can be paid in the form of an Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt from a Commercial bank/ Bank Guarantee from a Commercial bank (except Indian Bank) or online payment by the Consultant valid up to 60 days beyond completion of Defect liability period of Construction Contract. Amount kept under PG shall not bear any interest and same shall be returned to the Consultant after satisfactory completion of the defect Liability period of the Construction Contract.



5. If the successful bidder fails to submit the requisite Performance Guarantee within prescribed period, then bidder will be debarred from bidding as specified in all units of Bank.
6. In the event of contract being determined or rescinded under provisions of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Bank.
7. Bank reserves right to reject any or all Proposals received without assigning any reason. The Proposals, which are incomplete and have not addressed or fulfilled the requirements specified in Tender Document, are liable for rejection.
8. Bank also reserves the right to halt/ stop the project at any stage of the project without assigning any reason.

Thanking you,

**Deputy General Manager  
(Premises, Estate & Expenditure Dept.)  
Corporate Office  
Indian Bank**



## **SECTION – 2**

### **2a: Information to Consultants**

### **2b: Preparation of proposal**



## 2a INFORMATION TO CONSULTANTS

### INTRODUCTION

- 2.1 Bank shall select a firm in accordance with the method of selection indicated in the tender document.
- 2.2 Consultants are invited to submit a Technical Proposal & Financial Proposal for consulting services required for the Assignment named in the NIT on e-Tender Portal with scanned images of all supporting document uploaded on the said portal. The proposal shall form the basis for future discussions and ultimately, a contract between the Bank and the selected firm.
- 2.3 Consultants must familiarize themselves with the local conditions and take these into account in preparing the proposals. To obtain first-hand information on the Assignment and on the local conditions, Consultants are encouraged to visit to the proposed site before submitting a Proposal and attend a Pre-bid meeting as specified in this tender. Consultants should contact the officials of Bank through e-mail to arrange for their visit or to obtain additional information on pre-bid Meeting. Consultants should ensure that the Bank's officials are informed of the intended visit in adequate time to allow them for making appropriate arrangements.
- 2.4 It shall be obligatory on bidder's part to sign the Proposals for all components/ parts and upload scanned images on the e-Tender Portal. Bidder shall enclose the power of attorney in favor of the person signing the bid (upload scanned images) & submit authorized copy of power of attorney along with hard copies of credentials.
- 2.5 Consultants may note that the costs incurred in the preparation of the Proposal and subsequent discussions including a visit to the Bank's office or proposed location (s) connected with the assignment, are not reimbursable, and for which the Bank is not bound to accept any claim.
- 2.6 Financial statements must show the latest available Five years data including Profit & Loss account certified by Chartered Accountant.
- 2.7 Information or the replies to the questions should be complete in all respects. In case the information or the reply is 'Not Applicable' etc. the same should be invariably mentioned as such.
- 2.8 Consultants are informed that in order to avoid conflict of interest situations, any firm providing goods, works or services with which they are affiliated or associated is not eligible to participate in bidding for any goods, works or services resulting from or associated with the project of which this Assignment forms part. Bidder should clarify their situation in that respect with the Bank before preparing the Proposal.
- 2.9 The submitted bid shall provide a definitive answer to the following questions (Ref. Form 3B ARCH):



- i) Has the firm during the last five years:
    - a) Default on a contract?
    - b) Been declared bankrupt?
    - c) Assigned a contract for the benefit of creditors?
    - d) Been a party to litigation involving the non-payment on account of wages, materials, equipment or supplies?
    - e) Black listed
  - ii) If the answer to any of the above questions is 'yes', an explanation of the circumstances and disposition shall be given. Any incorrect or false information shall be lead to disqualification or cancellation of contract forthwith.
- 2.10 Bidders are required to indicate whether within the preceding five years they (the firm) have ever been debarred, suspended, or otherwise prohibited from contracting with any Central/State, or other governmental agency or entity. Bidder shall also inform whether within the last ten years they (including any associates) have been charged with, or convicted if any serious crime or felony.

#### CLARIFICATION & AMENDMENT OF TENDER DOCUMENT

- 2.1 Consultants may request a clarification on any of the Documents furnished to them with the tender up to the date & time indicated in through e-mail as pre-bid clarifications. The Bank shall respond by uploading the clarifications on the e-Tender portal/ Bank's website to such requests and the same can be viewed by all Consultants who intend to submit the Proposal (without identifying the source of enquiry). The bidding consultants/ consulting firms are required to download the clarifications and submit a signed copy along with their bid (in the form of soft copy).
- 2.2 At any time before the submission of Proposals, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by consulting firm, modify the Documents, furnished with the tender, by amendment. The amendment shall be notified by uploading the clarifications on the E-Tender portal to consulting firms and shall be binding on them. The Bank may at its discretion extend the deadline for the submission of Proposals. The bidding consultants/ consulting firms are required to download the clarifications and submit a signed copy along with their bid (in the form of soft copy).



## 2b PREPARATION OF PROPOSAL

Consultant shall submit a Technical Proposal, a financial proposal and concept design on the e-Tender Portal, written in the language specified in this Tender.

## 1) Technical Proposal

- 1.1 Consultant is expected to examine all terms and instructions included in the Documents furnished with Tender. Failure to provide requisite information may result in rejection of Proposal.
- 1.2 While preparing the Technical Proposal, bidder must give particular attention to the following:
  - i. Consultant should have requisite expertise while making the offer. In case, as permitted in Tender the firm considers that it does not have all the expertise for the Assignment, it may obtain such expertise by associating with individual consultant (s) and other associates, as appropriate. These associations shall be subject to the approval of the Bank. Consultant may or may not associate with other Consultants invited on this Assignment as indicated in Tender.
  - ii. The professional staff, listed in the offer, shall be available for the entire duration of the execution of the Assignment. These shall preferably be the permanent employees of the firm or have an extended and stable working relation with it. In the case of change of Staff involved in this project, prior permission shall be taken from Bank for the change of staff.
  - iii. Proposed staff must have relevant educational qualification and experience, preferably under conditions similar to those prevailing at the locations of the Assignment.
  - iv. No alternative to professional staff may be proposed and only one curriculum vita (CV) may be submitted for each position. The firm's personnel shall have a good working knowledge of English.
- 1.3 Technical Proposal should provide the following information, but not limited to, using the attached Standard Formats (Section -3):

|    |           |  |
|----|-----------|--|
| 1  | 3A-1 ARCH | Letter of Transmittal*                 |
| 2  | 3A-2 ARCH | Technical proposal submission form *   |
| 3  | 3B ARCH   | Organization structure**               |
| 4  | 3C-1 Arch | Available in house staff**             |
| 5  | 3C-2 Arch | Format of CV*                          |
| 6  | 3D - Arch | Associates related to the Assignment** |
| 7  | 3E - Arch | Similar nature work**                  |
| 8  | 3F - Arch | Performance of works***                |
| 9  | 3G - Arch | Financial information***               |
| 10 | 3H - Arch | Litigation history*                    |
| 11 | 3I - Arch | Details of tech. & admin. Personnel**  |
| 12 | 3K        | Certificate Of Ethical Practice*       |



|    |   |  |
|----|---|--|
| 13 | 3L  | Certificate *  |
|    |   | Copy of PAN Card ***   |
|    |   | Copy of TIN / Goods & Service Tax No. ***                                |
|    |   | Annual Turnover certificate, profit and loss shall be certified by CA*** |
| 14 |   | Annexure I to II (To be printed on Bidder's letterhead)                  |
| 15 |   | Compliance form 1 & 2*   |
| 16 | 4A  | Stages / Mile Stone for Payment of Consultancy Charges                   |
| 17 | 4B  | Financial Bid**  |
|    | <b>Note –</b><br>* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal<br>** Form to be filled in the excel sheet provided on e-portal<br>*** Scanned images of documentary evidence to be uploaded on e-portal. |  |

## 2) Financial Proposal

- 2.1 In preparing the Financial Proposal, Consultant is expected to take into account, besides technical requirements, commercial conditions specified in the Tender Document. The Financial proposal should follow standard format as uploaded on e-portal.
- 2.2 The Financial Proposal/ Commercial bid is provided along with this tender document at <http://www.indianbank.in/tender>. Bidders are advised to submit the Commercial bid in the format in e-tender portal <http://www.tenderwizard.com/indianbank>. Bidder shall not tamper/ modify downloaded price bid template in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business.
- 2.3 Bidder must quote percentage fees on projected cost of construction for which consultancy is required i.e. Rs. 7.50 Crore. (approx.).
- 2.4 However final payment will be calculated as per the financial bid condition in Form 4B Note. Payment shall be released on prorata basis in case cost of construction happens to be less than the initially projected cost of construction Rs.7.50 Crore.
- 2.5 The Bidder have to quote amount excluding GST (GST will be paid as applicable).
- 2.6 The Financial Proposal should consider the mode of payment as specified in the mile stone given under Table 4A shall be all inclusive; and should cover, but not be limited to, remuneration for staff. The Financial Proposal shall also include the tax Liability and cost of insurance of Consultants' firm and his personnel.
- 2.7 No hard copy to be submitted for financial bid. Disclosure of financial bid in any form before opening financial bid officially will lead to disqualification of the bidder.



### 3) SUBMISSION, RECEIPT & OPENING OF PROPOSALS

- a) The completed Technical Proposal and Financial Proposal must be submitted on e-portal or before the time and date stated in the NIT. No proposal can be submitted after closing time for submission & shall not be considered. The bidders are requested to upload their bids well before the time & date specified for submission to avoid last minute rush & congestion on website. The Bank or the website shall not be held responsible if the bids are not uploaded in time on the e- portal.
- b) The Proposal must be valid for the number of days stated in the Tender. The Bank shall make its best effort to conclude the Proposal evaluation process within this period. If the Bank wishes to extend the validity period of the Proposals, Consultant should extend the validity of their Proposals.

### 4) PROPOSAL EVALUATION

A two-stage procedure shall be adopted in evaluating the proposals: i) technical evaluation, which shall be carried out prior to opening any financial proposal; and ii) financial evaluation. Each pre-qualified firm shall be ranked using a combined technical and financial score.

#### 4.1 TECHNICAL PROPOSAL EVALUATION

The evaluation committee or team appointed by the Bank shall evaluate the proposals on the basis of their responsiveness to the requirements specified in Tender Document, applying the evaluation criteria, sub-criteria and point system specified in the tender document. Each responsive proposal shall be assigned a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the tender requirements or if it fails to achieve the minimum technical score set out at the end of Attribute **E – ARCH**.

70 % weightage will be considered for Technical Score (TS) obtained in the Technical bid (stage -I).

Technical Score of the proposals will be determined using the following formula:

$$TS = 100 \times (T/TH) \text{ Where,}$$

'TS' is the technical score of an applicant,

'TH' is the highest Technical score among all and

'T' is the Technical score of the particular applicant.

#### 4.2 FINANCIAL PROPOSAL EVALUATION

4.2.1 After the evaluation of Technical Proposals (Part I), the Bank shall notify the date & time for presenting their design to the Bank's committee.

4.2.2. The Financial Proposals of those bidders who secure minimum 80 points in the Presentation (Part II) will be opened by the Bank.

30 % weightage will be considered for the price quoted by the bidder in the financial bid, this will be termed as Financial Score (FS).

4.2.3 Financial score of the proposals will be determined using the following formula:





$FS = 100 \times (FL/F)$  Where,

'FS' is the financial score of an applicant,

'FL' is the lowest Financial Proposal among all and

'F' is the financial proposal of the particular applicant.

4.2.4 The Proposals shall finally be ranked based on Quality and Cost Based Selection (QCBS) according to their combined technical score (TS) and financial score (FS) using the weights indicated in the tender. The Composite Score shall be calculated using the following formula:

$$S = TS \times 0.70 + FS \times 0.30.$$

4.2.5 Tenderers will be ranked accordingly to their Composite Scores and will be listed in the order of merit as H 1, H 2 and H 3 and so on. The proposal with the highest (H1) weighted combined score (quality and cost) shall be selected for issuing work order.

## 5) DISCUSSIONS PRIOR TO AWARD OF CONTRACT

5.1 Prior to the expiration period of proposal validity, the Bank shall notify the successful Consultant whose proposal scored the highest combined score (technical bid evaluation including presentation + financial) and invite him to discuss the Contract. Discussions shall be held at Bank's Corporate Office and the aim is to reach an agreement terms on all the points.

5.2 The discussions may include the proposed methodology (work plan), staffing, quality system and must then be reached on the final requirements on terms of reference, negotiation if any on the percentage of fee offered, the staffing and bar charts, which shall indicate activities, staff periods in the field and in the home office, communication, logistics, reporting etc. Special attention shall be paid to define clearly the inputs required from the Bank to ensure satisfactory implementation of the Assignment. The agreed work plan and other terms of reference shall then be incorporated in the 'Description of Services' and shall form part of the Contract.

5.3 The financial discussions may include a clarification, if any, on taxes, levies and other such charges considered in the proposal. Some of the special conditions of contract may be discussed. Unless there are exceptional reasons, the discussions on financial terms shall involve the fee percentage.

5.4 The discussions shall conclude with a review of the draft form of Contract so as to arrive at an agreement.

## 6) AWARD OF CONTRACT

6.1 The Contract shall be awarded, after obtaining requisite approvals from the Competent Authority, based on completion of successful discussions.

6.2 On award of the Contract, the Consultant shall commence the Assignment on the date and at the location specified in the General Conditions of Contract



(GCC). A co-ordination procedure shall also be established and name of the accredited representative of the Consultant who would be responsible for taking instructions from the Bank shall be communicated.

## 7) Information to consultants

- ❖ The name of the Assignment is: Providing Comprehensive Architectural Consultancy Services for Construction of Residential Building for Bank's Top executives having Min. Stilt + 5 floors RCC Structure in Musiri Subramaniam Salai, Mylapore, Chennai – 600004.
- ❖ The objective of the Assignment is: To provide Detailed Architectural & Design services pertaining to Civil, PH, Electrical, Mechanical, HVAC, Interior Landscape etc. Structural design for buildings as per relevant IS standards and statutory clearance etc. The consultant shall provide complete schedule of Quantities, drawing & details required for inviting execution bid as per the detailed scope of work mentioned in tender.
- ❖ Banks New Residential Building is being designed for an eventual construction area (approx.) 17,000 square feet (Min. Stilt + 5 storied with minimum of 2500 sq.ft. carpet area/ each flat) earth quake resistant structure.
- ❖ Pre-bid meeting: As per schedule given in the document.
- ❖ The Bank shall provide the following inputs:
  - a) User Mandate
  - b) Site plan (to those pre-qualified bidders during presentation stage)
- ❖ Clarifications/ queries may be requested till **06/12/2023** on [ibcoproject@indianbank.co.in](mailto:ibcoproject@indianbank.co.in)
- ❖ The language is: English.
- ❖ Limitations on associating other consultants for this assignment:

The consultant may avail services of other associates (Consultant) but prime responsibility lies with the main consultant. Bank shall not have any financial transaction with the associate (Consultant) appointed by the main consultant.

The projected cost of construction is approx. Rs.7.50 Crore for which Consultancy Services are required. Time Limit shall be 24 months from the date of issue of work order or till successful Defect Liability Period of Construction tender in all respect as required by Bank, if required time extension shall be considered without any cost escalation.

(The Pre-construction stage includes 6 - 12 months for completion of Design, Drawing, obtaining all local body & statutory approvals, preparation and approvals of bid documents for inviting execution bid)

- Pre-construction stage till appointment of contractor: 6 - 12 Months



- Construction stage i.e. Construction of Project (scope of contractor): 12 Months
- Post Construction stage i.e. defect liability period : 12 months from the date of virtual completion certificate.
- ❖ Financial proposal i.e. professional fees shall be in percentage of the estimated cost put to tender or actual project cost whichever is lower plus (GST at actuals) and as applicable.
- ❖ Tax liability, insurance, description or reference to Documents:
 

The Consultant shall be responsible to pay the taxes and other impositions levied under existing, amended or enacted laws during life of the Assignment.
- ❖ The payment is proposed to be made on the basis of milestones achieved. During the course of working on the Assignment. The proposed milestones for this purpose are included herewith.
- ❖ Financial Proposal must remain valid 180 (days) from the date of opening of technical bid.



## 8) Pre-qualification

The Architectural Consultants will be selected based on "Quality and Cost Based Solution - QCBS" i.e. on the basis of the technical bid evaluation including concept & presentation and financial bid.

The points given to evaluation criteria are given below

### **PART I Arch - Total Points – 100**

| Sr.No. | Description         |                      | Points     | Total Points |
|--------|---------------------|----------------------|------------|--------------|
| 1      | Attribute A         | Arch. Organization   | 30         | 100          |
| 2      | Attribute B         | Arch. Experience     | 30         |              |
| 3      | Attribute C         | Arch. Performance    | 20         |              |
| 4      | Attribute D         | Financial capability | 20         |              |
|        | <b>Total Points</b> |                      | <b>100</b> | <b>100</b>   |

**Note :-** The consultants who secure minimum 70 points in Part –I ARCH and minimum 50% in individual attribute (A, B, C and D) would be called for presentation.

| Sr.No. | Description         |                            | Points     | Total Points |
|--------|---------------------|----------------------------|------------|--------------|
| 1      | Attribute E         | Architectural Presentation | 100        | 100          |
|        | <b>Total Points</b> |                            | <b>100</b> | <b>100</b>   |

### **PART II Arch - Total Points – 100**

**Note :-** The Financial bid of only those consultants who secure minimum 80% marks in Part- II Arch (Presentation) shall be opened.

**The points given to evaluation criteria are:**

### **8.1 Pre – Qualification PART-I (ARCHITECTURAL)... 100 points**

#### **ATTRIBUTE-A – ARCH ORGANISATION (30 Points)**

|          |  |                  |                        |          |          |                            |          |  |
|----------|--|------------------|------------------------|----------|----------|----------------------------|----------|--|
| 1        | Organization structure <b>Form "3B Arch"</b>   | 5 Points         |                        |          |          |                            |          |  |
| 2        | In-House Services for Assignment <b>Form"3C-1 Arch"</b>  | 10 Points        |                        |          |          |                            |          |  |
| 3        | Qualifications and Competence of the Technical Personnel:<br>Bidder shall meet the requirement as per the table (Attribute-A-3C-2) minimum required experience of the proposed staff and number of staff to be deployed for the project. The CVs shall be submitted as per the <b>Form "3C-2 Arch"</b> | 10 Points        |                        |          |          |                            |          |  |
|          | <table> <tr> <td>(a)</td><td>Architects &amp; Liaisoner</td><td>5 points</td></tr> <tr> <td>(b to D)</td><td>Structural &amp; MEP Engineers</td><td>5 Points</td></tr> </table>  | (a)              | Architects & Liaisoner | 5 points | (b to D) | Structural & MEP Engineers | 5 Points |  |
| (a)      | Architects & Liaisoner   | 5 points         |                        |          |          |                            |          |  |
| (b to D) | Structural & MEP Engineers   | 5 Points         |                        |          |          |                            |          |  |
| 4        | Associates related to the Assignment and their Experience <b>Form "3D Arch"</b>  | 5 Points         |                        |          |          |                            |          |  |
|          | <b>TOTAL :</b>   | <b>30 Points</b> |                        |          |          |                            |          |  |



### **Sub-Section of Attribute –A – 3C-2**

The minimum required-experience of the staff of Architectural consultant (Pertaining to attribute A- ARCH- 3C2)

| Sr. No    | Position                                      | Minimum Qualification                                     | Min Expr. in years | Min. Nos. | Min. Points (50% Marks for minimum eligibility) | Max. Points (100% Marks fortwice the min. eligibility criteria or more) |
|-----------|---|---|--------------------|-----------|---|---|
| <b>A.</b> | <b>Architectural</b>                          |   |                    |           |   |   |
| 1         | Team Leader                                   | B. Arch   | 10 or more         | 1         | 1.0   | 2.0   |
| 2         | Sr. Architect                                 | B. Arch   | 5 or more          | 1         | 1.0   | 2.0   |
| 3         | Liaison architect/ Engineer                   | B. Arch/ B.E./ Diploma with 5 or more years of experience |                    | 1         | 0.5   | 1.0   |
|           | <b>Total</b>                                  |   |                    | <b>3</b>  | <b>2.5</b>                                      | <b>5.0</b>  |
| <b>B.</b> | <b>Structural/ Civil Engineering</b>          |   |                    |           |   |   |
| 1         | Team Leader                                   | B.E./ B Tech/M.E. in Civil/ Structure Engg.               | 10 or more         | 2         | 0.5   | 1.0   |
| 2         | Sr. Design Engineer                           |   | 5 or more          | 1         | 0.5   | 1.0   |
|           | <b>Total</b>                                  |   |                    | <b>3</b>  | <b>1.0</b>                                      | <b>2.0</b>  |
| <b>C.</b> | <b>Electrical Engineering</b>                 |   |                    |           |   |   |
| 1         | Team Leader                                   | B.E. / B.Tech in Electrical Eng.                          | 10 or more         | 1         | 0.5   | 1.0   |
| 2         | Sr. Design Engineer                           |   | 5 or more          | 1         | 0.5   | 1.0   |
|           | <b>Total</b>                                  |   |                    | <b>2</b>  | <b>1.0</b>                                      | <b>2.0</b>  |
| <b>D.</b> | <b>Mechanical/ HVAC/ Plumbing Engineering</b> |   |                    |           |   |   |
| 1         | Team Leader                                   | B.E. Fire Engg. or Mechanical or Electrical               | 10 or more         | 1         | 0.25  | 0.5   |
| 2         | Sr. Design Engineer                           |   | 5 or more          | 1         | 0.25  | 0.5   |
|           | <b>Total</b>                                  |   |                    | <b>2</b>  | <b>0.5</b>                                      | <b>1.0</b>  |
|           | <b>Gross Total</b>                            |   |                    | <b>10</b> | <b>5</b>  | <b>10</b>   |

**Note :-** 1. The CV's of the above staff duly signed with proof of their education shall be submitted (scanned images shall be submitted on e-portal).



### ATTRIBUTE-B –ARCH. EXPERIENCE 30 Points

(Must have minimum eligibility)

|     |   |                  |
|-----|---|------------------|
| B.1 | Satisfactorily completed projects in similar nature as mentioned below for which consultancy is to be carried out during last 7 years Form 3 E – ARCH<br>(a) One similar completed work not less than 80% (13,600 sq.ft.) of the total construction area of the proposed Project. <b>(15 points) OR</b><br>(b) Two similar completed works not less than 50% (8,500 sq.ft.) of the total construction area of the proposed Project. <b>(7 points) OR</b><br>(c) Three similar completed projects not less than 40% (6,800 sq.ft.) of the total construction area of the Proposed Project. <b>(3 points)</b> | <b>15 Points</b> |
| B.2 | At least one residential buildings of minimum Stilt / Ground + 3 floors.<br>In Chennai <b>( 15 Points) OR</b><br>Tamil Nadu <b>( 12 Points) OR</b><br>Other areas <b>( 10 Points) OR</b>  | <b>15 Points</b> |
| B.3 | Should have completed at least one work of similar nature (for Govt. / Public Sector Organization / PSB/ Institutions/ reputed national or multinational companies having turnover of Rs.100 crores per annum   | <b>5 Points</b>  |
|     | <b>Total :</b>  | <b>35 Points</b> |

### ATTRIBUTE C - Performance of Works – 20 Points

|  |  |  |
|--|--|--|
|  | Performance of Works form "3F – Arch": Performance of work is evaluated w.r.t. :-<br><b>Attribute -1- Quality of work : Total Points = 5</b><br>1 Very Good 5 Points<br>2 Good 4 Points<br>3 Satisfactory 2 Points<br>4 Fair 1 Point<br><b>Attribute -2- Technical Proficiency : Total Points = 5</b><br>1 Very Good 5 Points<br>2 Good 4 Points<br>3 Satisfactory 2 Points<br>4 Fair 1 Point<br><b>Attribute -3- Resourcefulness : Total Points = 5</b><br>1 Very Good 5 Points<br>2 Good 4 Points<br>3 Satisfactory 2 Points<br>4 Fair 1 Point<br><b>Attribute -4- General Behavior : Total Points = 5</b><br>1 Very Good 5 Points<br>2 Good 4 Points<br>3 Satisfactory 2 Points<br>4 Fair 1 Point | <b>5 Points</b><br><br><br><br><br><b>5 Points</b><br><br><br><br><br><b>5 Points</b><br><br><br><br><br><b>5 Points</b> |
|  | <b>Total :</b>   | <b>20 Points</b>   |

**Note :-** Performance Certificate issued by the Organization for whom the consultancy work was done is required in the above format. However, in the



performance certificate grading is not given then it shall be considered as satisfactory, provided there are no adverse remarks.

#### ATTRIBUTE D- ARCH FINANCIAL CAPABILITY - 20 Points

|   |   |                  |
|---|---|------------------|
| 1 | Average annual turnover (gross) <b>Form "3G Arch"</b> (Must have minimum eligibility )    | 7 Points         |
| 2 | Net profit <b>Form "3 G - ARCH"</b>   | 5 Points         |
| 3 | Not under litigation, court receivership or similar proceedings, etc. <b>Form 3H Arch</b> | 3 Points         |
|   | <b>TOTAL :</b>  | <b>15 Points</b> |

#### Note-

1. Average annual turnover should be from last three financial years.
2. Agency must fulfill all criteria mentioned in Attribute D otherwise disqualified.
3. The Bank, however, reserves the right to restrict the short listing of firms to any number deemed suitable by it.
4. **The applicant must secure min. 70% in aggregate and minimum 50 % in individual attribute i.e. attribute A, B, C and D.**
5. The consultants who secure minimum 70 points in Part -I ARCH would be called for presentation on description mentioned in the Attribute-E-ARCH. Time duration for preparing presentation shall be 20 working days after the date of intimation vide E-Mail/Letter.

#### 8.2 Part – II Presentation 100 Points

##### ATTRIBUTE - E - ARCH PRESENTATION

| A | General layout & master plan   | Points           |
|---|--|------------------|
|   | Site layout and land utilization, Urban Context, Landscaping and Parking |                  |
|   | • Site Layout & land utilization   | 5                |
|   | • Landscaping & Services   | 5                |
|   | • Parking and Vehicles movement  | 10               |
|   | <b>Sub-Total</b>   | <b>20 Points</b> |
| B | Design Concept Planning  |                  |
|   | Concept & Design of residential building and Utilization                 |                  |
|   | • Concept Design, no. of units & floor                                   | 10               |
|   | • Floor plan   | 5                |
|   | • Interior design  | 5                |
|   | • Green Building Concept & Features                                      | 5                |
|   | <b>Sub-Total</b>   | <b>25 Points</b> |



|          |   |                   |
|----------|---|-------------------|
| <b>C</b> | <b>Services &amp; Finishes</b>  |                   |
|          | Building efficiency, services in building, conservation of water, renewable solar energy and waste management   |                   |
|          | • Building efficiency, services in building   | 5                 |
|          | • Conservation of water and Waste management system   | 5                 |
|          | • Innovative Modern and / or Contemporary, State of the Art Architectural features.   | 5                 |
|          | • Solar Energy  | 5                 |
|          | • New Technologies (other than conventional Technologies) and New / Materials & Finishes (other than conventional Materials) proposed to be used in the Project. The proposed new technologies should demonstrate the time and / or cost effectiveness. | 5                 |
|          | <b>Sub-Total</b>  | <b>25 Points</b>  |
| <b>D</b> | <b>Aesthetics, Interior &amp; Costing</b>   |                   |
|          | Building Aesthetics & modern design interiors   |                   |
|          | • Elevational Treatment   | 10                |
|          | • 3D views of building, Lobby & interior.   | 10                |
|          | • Costing/ BOQ/ Execution planning and timeline for project etc.  | 5                 |
|          | • Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members.  | 5                 |
|          | <b>Sub-Total</b>  | <b>30 Points</b>  |
|          | <b>Total Points</b>   | <b>100 Points</b> |

Note:

- 1) The Financial bid of only those consultants who secure minimum 80% marks in Part- II Arch (Presentation) shall be opened.
- 2) The Bidders are required to give presentation to the Bank's committee members of their proposed solution in details.
- 3) The bidders are requested to refer User mandate for preparation of Presentation.
- 4) The technical team of the Bidder shall be present during the presentation to answer the queries regarding their quoted solution.
- 5) Drawings and Documents to be submitted:





1. The drawings & images should not be in less than A3 size and not exceeding 10 pages. Detailed report giving area statement, Ground Coverage, FAR, Number of Floors etc. can be submitted in A4 size.
2. Master Plan, unit plan, Schematic Services and supporting conceptual Diagrams. All Drawings shall be scaled to be in readable manner.
3. Sectional Profiles, Elevations and 3D Views to explain the Design Concept.
4. Total No. of Sheets shall not be more than 15 nos. and it should meet the requirements.

It should also available in softcopy format which can be displayed in the LED wall for presentation.

#### 6) Scope of submission

1. Appraisal of existing Site Conditions and supporting infrastructure.
2. Zoning, Ground Coverage and FAR Calculations for all Buildings, Facilities, Campus Services.
3. Landscape & Horticulture Palate.
4. Development Controls and Guidelines.
5. Sustainable Design Strategies.
6. Segregation of neighboring buildings & its protection during demolition of existing building & construction of new building.

The Selection Committee will evaluate the presentation on the above aspects.

The Selection Committee may choose to visit the works of the applicants to make their assessment, if so required.

### Objective of Presentation

The objective of the presentation is to know the capability of the architectural consultant in development of a concept of innovative design of individual building befitting to contemporary era of globalization endowed with modern concepts which would be well planned, matching with the environment and ecology and incorporating green building concept planning for GRIHA 4 star or equivalent rating.

### Honorarium:

As token of appreciation, an honorarium of Rs.25,000/- (exclusive of applicable taxes) will be paid to the top 5 qualified bidders except the selected Architect after successful completion of the presentation. The amount will be paid within a month time from award of work to the selected Architect.



### SECTION-3 ARCH

#### STANDARD FORMATS FOR PREPARATION OF TECHNICAL PROPOSAL

|    |   |   |
|----|---|---|
| 1  | 3A-1 ARCH   | Letter of Transmittal*  |
| 2  | 3A-2 ARCH   | Technical proposal submission form *  |
| 3  | 3B- ARCH.   | Organizational Structure **   |
| 4  | 3C-1 ARCH   | Details Of Available In-House Staff **  |
| 5  | 3C-2 ARCH   | Format of Curriculum Vitae of proposed professional staff *                               |
| 6  | 3D- ARCH  | Details Of Available Associate Service **   |
| 7  | 3E- ARCH  | Details of works of similar nature of Assignment completed during the last Seven Years ** |
| 8  | 3F- ARCH  | Performance report of works referred to in Form 3 E ***                                   |
| 9  | 3G- ARCH  | Financial Information ***   |
| 10 | 3H- ARCH  | Particulars of litigation history *   |
| 11 | 3I- ARCH  | Particulars of Technical & Administrative Personnel **                                    |
| 12 | 3K  | Certificate Of Ethical Practice *   |
| 13 | 3L  | Certificate *   |
| 14 |   | Annexure I (To be printed on Bidder's letterhead)   |
| 15 |   | Annexure II (To be printed on Bidder's letterhead)  |
| 16 |   | Compliance form 1 & 2 *   |
| 17 | 4A  | Stages/ Milestones For Payment Of Consultancy Charges                                     |
| 18 | 4B  | Financial Bid ** <b>(to be submitted in Financial Bid only)</b>                           |
| 19 |   | Copy of PAN Card ***  |
| 20 |   | Copy of TIN / GST No. ***   |
| 22 |   | Annual Turnover certificate, profit and loss shall be certified by CA ***                 |
|    | <p>Note –</p> <p>* Form to be downloaded, duly filled, seal &amp; signed to be uploaded on e-portal</p> <p>** Form to be filled in the excel sheet provided on e-portal</p> <p>*** Scanned images of documentary evidence to be uploaded on e-portal.</p> |   |



**Form 3A-1 ARCH  
LETTER OF TRANSMITTAL**

From:  
< Bidder Name & Address >

To  
Deputy General Manager,  
Estate Dept.,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai – 600 014

**Subject: Providing Comprehensive Architectural Consultancy Services for Construction of Residential Building for Bank's Top executives having Min. Stilt + 5 floors RCC Structure in Musiri Subramaniam Salai, Mylapore, Chennai - 600004**

Sir,

Having examined the details given in the Tender documents for the above work, I/We hereby submit the tender document and other relevant information.

- I. This is to certify that I have gone through all the pages of the document. The applicant/ applicant company undertakes to abide by all the terms & conditions mentioned in the tender document.
- II. I/We here by certify that all the statements made and information supplied in the enclosed all forms (as upload on the portal) and accompanying statement are true and correct.
- III.1/We have furnished all information and details necessary or technical bid and have no further pertinent information to supply.
- IV. I/We submit the requisite certified turnover/ Net worth certificate and authorize the Bank to approach the CA issuing the turnover/ Net worth certificate/ or verify the credentials (CIBIL/ CRILC) to confirm the correctness thereof individual, employers, firms and corporation to verify our competence and general reputation.
- V. I/We Submit the following certificates in support for suitability, technical knowhow capability for having successfully completed the following works:

| S. N. | Name of work | Value of work (Rs.) | Certified by / from |
|-------|--------------|---------------------|---------------------|
|       |              |                     |                     |

- VI. We undertake that, in completing for if the award is made to us in executing the above contract we shall strictly observe the "Integrity pact" in this tender documents.



VII. In the Event of any of above information found to be false, we understand that our tender proposal can be rejected and not considered including the forfeiture of the said earnest money deposit absolutely / forfeiture of Performance Guarantee etc.

VIII. We understand the Bank is not bound to accept any proposal they receive. We remain,

Enclosures.

Seal of Applicant

Date of Submission

Signature(s) of Applicant(s)

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**



**Form 3A-2 ARCH**  
**TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, date]

FROM: (Name of Firm)

TO: (Name & Address of Bank)

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Sir:

Subject: Consultancy Service for \_\_\_\_\_

We, the undersigned, offer to provide the consulting services for the above in accordance with the Bank's NIT (Reference & date) and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal on e-tender portal.

We understand Bank is not bound to accept the lowest or any proposal they received. We remain,

Yours faithfully,

Signature\_\_\_\_\_

(Authorized Representative)

Full Name

Designation\_\_\_\_\_

Address\_\_\_\_\_

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**



**Form 3B ARCH**  
**ORGANISATIONAL STRUCTURE**

| Sr. No.    | Description   | Points Attributed   |  |
|------------|---|---|--|
| <b>1</b>   | Name of the applicant:  |   |  |
| <b>2</b>   | Mobile No./ Telephone No./ Fax No./ Email/ Website  |   |  |
| <b>2.1</b> | Address of the Firm (Head Office):  |   |  |
| <b>2.2</b> | Branch Office (If any) :<br>(Branch office should consist of 1 Architect & 1 draughtsman for last 3 years on permanent roll)  | Office in<br><b>a. Chennai – 5 points</b><br><b>b. Tamil Nadu – 4 points</b><br><b>c. In India – 3 points</b> |  |
| <b>3</b>   | Year of Establishment of firm   |   |  |
| <b>4</b>   | Valid registration no. of council of Architecture and its date of expiry  |   |  |
| <b>5</b>   | Legal status of the applicant (attach copies of original document defining the legal status)<br><br>i. An individual<br><br>ii. A proprietary firm<br><br>iii. A firm in partnership<br><br>iv. A Private limited / limited company |   |  |
| <b>6</b>   | Particulars of registration with various Government bodies (attach attested photocopy of registration/ empanelment)   |   |  |
| <b>7</b>   | Names and Titles of Directors & Top Executives with their designation, Mobile No. and Mail ID, to be concerned with this work:  |   |  |
| <b>8</b>   | Name, designation & years of experience of the Architect authorized to act for the consultant, after award of work (Min. 2 nos.)  | 1)<br><br>2)  |  |



|    |   |  |  |
|----|---|--|--|
| 9  | Was the applicant ever required to suspend assignment for a period of more than (6 months) 180 days continuously after you commenced the assignment? If so, give the name of the project and reasons of suspension of work.   |  |  |
| 10 | Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.   |  |  |
| 11 | Has the applicant, or any constituent partner in case of partnership firm or Director in case of Pvt./ Ltd. company has ever been debarred / black listed for tendering in any organisation at any time? If so, give details.   |  |  |
| 12 | Has the applicant or any consultant partner in case of partnership firm or Director in case of Pvt./ Ltd. company has ever been convicted by a court of law? If so, give details  |  |  |
| 13 | In which fields of Consultancy assignment the applicant has specialization and interest?  |  |  |
| 14 | Any other information considered necessary but not included above.  |  |  |
| 15 | Has your firm during last five years<br>a) Default on a contract?<br>b) Been declared bankrupt?<br>c) Assigned a contract for the benefit of creditors?<br>d) Convicted by a court of law?<br>e) Been a party to litigation involving the non-payment on account of wages, materials, equipment or supplies?<br>(If answer is Yes, then details may be attached/scan copy to be uploaded) |  |  |

**\*\* Form to be filled in the excel sheet provided on e-portal**



**Form 3C-1 ARCH**  
**DETAILS OF AVAILABLE IN-HOUSE STAFF**

| Sr. No. | IN HOUSE SERVICE<br>( Numbers as specified in<br>Attribute A ) | AVAILABILITY<br>OF SERVICE | Points<br>attributed<br>Total 10<br>Points |
|---------|--|----------------------------|--|
| 1       | ARCHITECT  | YES / NO                   | 2 Point                                    |
| 2       | INTERIORS  | YES / NO                   | 1 Point                                    |
| 3       | GREEN BUILDING CONSULTANT                                      | YES / NO                   | 1 Point                                    |
| 4       | STRUCTURAL ENGINEER  | YES / NO                   | 1 Point                                    |
| 5       | LANDSCAPE Architect  | YES / NO                   | 1 Point                                    |
| 6       | ELECTRICAL ENGINEER  | YES / NO                   | 1 Point                                    |
| 7       | PH/ MECHANICAL/ HVAC   | YES / NO                   | 1 Point                                    |
| 8       | LIAISONER (For Statutory<br>Approvals)                         | YES / NO                   | 1 Point                                    |
| 9       | OTHER ASSOCIATE<br>CONSULTANT (FIRE FIGHTING<br>ENGINEER)      | YES / NO                   | 1 Point                                    |

**Note- If the bidder has in-house staff for above then they shall get full marks otherwise Zero points will be given**

**\*\* Form to be filled in the excel sheet provided on e-portal**





## Form 3C-2ARCH

### Format of Curriculum Vitae (CV) for proposed staff/ Associates

Proposed Position: \_\_\_\_\_  
 Name of firm: \_\_\_\_\_  
 Name of staff: \_\_\_\_\_  
 Contact No.: \_\_\_\_\_  
 Profession: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 Years with Firm: \_\_\_\_\_  
 Membership of professional societies: \_\_\_\_\_  
 Associated with G + 3 and above floor building (if any): \_\_\_\_\_  
 Detailed Role assigned: \_\_\_\_\_

#### **Key Qualifications:**

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half a page).

#### **Education:**

(Summarize college/ university and other specialized education of staff member, giving names of the institutes, dates attended and degrees obtained. Use up to a quarter page).

#### **Employment Record:**

(Starting with present position, list in reverse order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments.

#### **Present assignment:**

Expected date of completion of present assignment, if applicable.

#### **Languages:**

(Indicate proficiency in speaking, reading and writing of each language by "excellent" "good", "fair" or "poor")

#### **Certification:**

I, undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.-

----- Date \_\_\_\_\_ (Day/Month/Year)

(Signature of the staff member & authorized representative of the firm)

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**



### Form 3D ARCH

#### DETAILS OF PROPOSED ASSOCIATE SERVICE/ IN-HOUSE

| Sr . No. | Proposed associate for                       | Availability of services by associates/ In-house | Name & address of associate proposed | Contact No. | Years of experience | Years of association with the bidder | Point attributed Total 5 Points. |
|----------|--|--|--------------------------------------|-------------|---------------------|--------------------------------------|----------------------------------|
| 1        | Structural Consultant                        | Associates/ In-house                             |                                      |             |                     |                                      | 1.0 Point                        |
| 2        | Liaisonier (For Statutory Approvals)         | Associates/ In-house                             |                                      |             |                     |                                      | 1.00 Point                       |
| 3        | Interior Designer                            | Associates/ In-house                             |                                      |             |                     |                                      | 1.00 Point                       |
| 4        | PH/ Mechanical/ HVAC/ Fire Fighting Engineer | Associates/ In-house                             |                                      |             |                     |                                      | 0.50 Point                       |
| 5        | Electrical Engineer                          | Associates/ In-house                             |                                      |             |                     |                                      | 0.50 Point                       |
| 6        | Landscape Architect                          | Associates/ In-house                             |                                      |             |                     |                                      | 0.50 Point                       |
| 7        | Green Building                               | Associates/ In-house                             |                                      |             |                     |                                      | 0.50 Point                       |

Note:

1. If the bidder has in-house staff for above, then they shall get full marks otherwise 50% points will be given.
2. Manpower related to Architectural services cannot be outsourced & should be available in-house only.
3. Prior approval to be obtained from Bank if there is a change in sub-consultant firm.

**\*\* Form to be filled in the excel sheet provided on e-portal**



**Form 3E ARCH**
**DETAILS OF WORKS OF SIMILAR NATURE OF ASSIGNMENT COMPLETED DURING THE LAST SEVEN YEARS.**

**Note: Bidders shall provide details of only those works which fulfils qualifying criteria under Attribute B.1, B.2 & B.3 as in page no.30**

| ❖ <b>SIMILAR NATURE OF ASSIGNMENT COMPLETED</b> |  |          |          |          |
|---|--|----------|----------|----------|
| <b>Sr. No.</b>                                  | <b>Description</b>   | <b>1</b> | <b>2</b> | <b>3</b> |
| 1   | Name of work /project and location   |          |          |          |
| 2   | Name & Address of Employer/organization                                      |          |          |          |
| 3   | Cost of construction in Rs. Cr   |          |          |          |
| 4   | Consultancy fees in Rs. Cr.  |          |          |          |
| 5   | Construction area Sq.ft.   |          |          |          |
| 6   | No. of floors  |          |          |          |
| 7   | Date of commencement as per contract   |          |          |          |
| 8   | Stipulated date of completion  |          |          |          |
| 9   | Actual date of completion  |          |          |          |
| 10  | Name and address/ telephone number of officer to whom reference may be made. |          |          |          |
| 11  | Remarks / Scope of consultancy contract.                                     |          |          |          |

- ❖ Agency can provide list of work done other than above in last 7 years on separate pages as an additional information.

**\*\* Form to be filled in the excel sheet provided on e-portal**



### Form 3F ARCH

#### PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "3 E"

| Sr. No. | DETAIL   | INFORMATION                              |
|---------|--|--|
| 1       | Name of work / Project & Location.   |  |
| 2       | Name of the Consultant   |  |
| 3       | Work order No  |  |
| 4       | Cost of construction in Rs. Cr   |  |
| 6       | Construction Area Sq.ft.   |  |
| 7       | No of floors   |  |
| 8       | Scope of services provided.  |  |
| 9       | Date of start  |  |
| 10      | Date of Completion (i)Stipulated date of completion<br>(ii)Actual date of completion | (i)<br>(ii)                              |
|         | Amount of compensation levied for delayed completion, if any.                        |  |
|         | Overall performance of the consultants   |  |
|         | (a) Quality of work  | Very Good / Good / Satisfactory/<br>Fair |
|         | (b) Technical Proficiency  | Very Good / Good / Satisfactory/<br>Fair |
|         | (c) Resource fullness  | Very Good / Good / Satisfactory/<br>Fair |
|         | (d) General behavior   | Very Good / Good / Satisfactory/<br>Fair |

Dated:

Signature & Stamp of Issuing Authority

**Note – Performance Certificate issued by the Organization for whom the consultancy works was done is required in the above format. However, in the performance certificate grading is not given then it shall be considered as "Satisfactory" provided there are no adverse remarks.**

**\*\*\* Scanned images of documentary evidence to be uploaded on e-portal.**



**Form 3G ARCH**
**FINAICIAL INFORMATION**

- I. Financial Analysis** - Details to be furnished duly supported by figures in balance sheet/ profit and loss account for the last five years duly certified by the Registered Chartered Accountant, as submitted by the applicant to the Income Tax Department (Submission of IT Return is Must).

| Particulars  | Financial Years |         |         |         |         |
|--|-----------------|---------|---------|---------|---------|
|  | 2018-19         | 2019-20 | 2020-21 | 2021-22 | 2022-23 |
| <b>i) Gross Annual turnover on consultancy work (In Lakhs)</b> |                 |         |         |         |         |
| <b>ii) Net profit (In Lakhs)</b>                               |                 |         |         |         |         |
| <b>iii) Certified by CA</b><br><b>Name:</b>                    |                 |         |         |         |         |

- II. Financial arrangements for carrying out the proposed work.
- III. Copy of the PAN card
- IV. Copy of GST :
- V. Income Tax Return and Profit & Loss account (Last five years ending 31 Mar 2023 )
- VI. Bidders have to submit the TDS certificate issued by their previous employer projects for which Pre-Qualification is sought.

Note: The scanned image of certificate issued by chartered accountant for gross annual turnover & profit/ loss and Documentary evidence with respect to PAN card, GST, etc. shall be uploaded on e-portal.

**\*Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

**\*\*\* Scanned images of documentary evidence to be uploaded on e-portal**



**Form 3H ARCH.**

## PARTICULARS OF LITIGATION HISTORY

Name of the Consultant : \_\_\_\_\_

Consultant, including Associate should provide information on any history of litigation or arbitration resulting from contracts executed in the last seven years or currently under execution, as required in this tender document.

Please tick: Yes / No [If Yes, furnish the detail below]

| Year | Name of Client | Cause of litigation | Matter under dispute | Award for or Against the Applicant | Disputed Amount. |
|------|----------------|---------------------|----------------------|------------------------------------|------------------|
|      |                |                     |                      |                                    |                  |
|      |                |                     |                      |                                    |                  |
|      |                |                     |                      |                                    |                  |
|      |                |                     |                      |                                    |                  |

**\*Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**



**Form 3I Arch**  
**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE DEPLOYED FOR THE WORK**

| Sr. No. | Designation | Name | Qualification | Year of Graduation. | Contact No. | Professional experience and details of work carried out | How they would be involved in this work | Remarks |
|---------|-------------|------|---------------|---------------------|-------------|---|---|---------|
| 1       | 2           | 3    | 4             | 5                   | 6           | 7   | 8                                       | 9       |
|         |             |      |               |                     |             |   |   |         |
|         |             |      |               |                     |             |   |   |         |
|         |             |      |               |                     |             |   |   |         |
|         |             |      |               |                     |             |   |   |         |
|         |             |      |               |                     |             |   |   |         |
|         |             |      |               |                     |             |   |   |         |

Signature of Bidder(s)

(To be printed on Bidder's letterhead)

**\*\* Form to be filled in the excel sheet provided on e-portal**



### FORM 3K

#### CERTIFICATE OF ETHICAL PRACTICE

- 1 I/We assure the Bank that neither I/We nor any of my/our staff shall do any act/s, which are improper /illegal during the currency of the contract awarded to us.
- 2 Neither I/WE nor anybody on my/our behalf shall indulge in any corrupt activities/practices in my / our dealing with the Bank. I/WE shall have no conflict of Interest in any of our jobs/contracts at the Bank.
- 3 I/We have no conflict of interest in any of our jobs/contracts at the Bank

SIGNATURE

**\*Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**





## Form 3L

### CERTIFICATE

I \_\_\_\_\_, working as \_\_\_\_\_ in this organization and authorized to issue this certificate and certify that:

1. We have gone through the contents of advertisement and related documents for this and fulfill all the eligibility criteria.
2. All relevant documents are uploaded on e-tender portal.
3. The details and contents are authenticated and based on actual work carried out by our agency, as per record.
4. We have understood that in case it is found that our agency is not fulfilling any of the laid down criteria, or relevant details/supporting documents are not found to be uploaded, we shall not be given any opportunity for any clarifications and shall be evaluated based on available documents.
5. Transferred the EMD amount of Rs.18,750/- to the given account in the tender. The e-transfer details are as follows:
  - (i) Amount (Rs.) :
  - (ii) Transaction reference number :
  - (iii) Name of the Bank :
  - (iv) Date of Transaction :

Signature of Authorized Signatory.

Name: ..... Dated: .....

Designation: .....

[Please Affix Rubber Stamp]

Note: Scanned image of the above certificate shall be uploaded by the bidders in the E- tender portal.

**\*Form to be downloaded, duly filled, seal & signed to be uploaded on e- portal.**



## Annexure I

### Non- Black Listing Self Certificate

This is to certify that Mr./ M/s.\_\_\_\_\_ has not been blacklisted by any Central / State Government Department / organization in last 5 years. We understand that we are liable for disqualification in case firm is blacklisted/ debarred or suppression pertaining to the same.

Authorized Signatory

Name:\_\_\_\_\_

Designation:\_\_\_\_\_

Note: Authorized person shall attach a copy of Authorization for signing on behalf of bidding company.

Full Name and Designation

**\*Form to be downloaded, duly filled, seal & signed to be uploaded on e- portal  
(To be printed on Bidder's letterhead)**



## Annexure II

### Undertaking

I/We undertake and confirm that

- Eligible similar work(s) has/have not been got executed through another consultant on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in Indian Bank in future/ forever. Also, if such a violation comes to the notice of Department before date of start of work, the Bank shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee.
- I / We have read and examined the e-Tender Notice for Inviting Pre-Qualification (PQ) of Architectural Consultants, Section 1, 2, 3, 4, 5 & other documents and rules referred to and all other contents in the tender documents for the work and Accordingly I / We, hereby submit credentials and other documents as are provided for, by, and in respects in accordance with, such conditions so far as applicable.
- I/We have downloaded and gone through the pre-bid clarifications issued by the Department after close of sale of tenders and submitting tender accordingly.

Date:

Place:

**Seal**

Signatures:

Name:

Designation:

Note: Authorized person shall attach a copy of Authorization for signing on behalf of bidding company.

Full Name and Designation

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e- portal  
(To be printed on Bidder's letterhead)**



## Compliance form 1

| Name of the vendor:- |  | Kindly choose YES or NO             |                                  |
|----------------------|--|-------------------------------------|----------------------------------|
| Sr. No.              | Particulars  | We have read all item specification | we have quoted against each item |
| 1                    | <p>Providing Comprehensive Architectural Consultancy Services for Design, Preparation of working &amp; structural, services drawings, and Liaison with local / statutory authorities to get the Development Permission and Occupancy Certificate for Construction of Residential Building for Bank's Top executives having Stilt + 5 floors RCC Structure in Musiri Subramaniam Salai, Mylapore, Chennai – 600004, having an approximate construction area @ 17,000 Sq.ft. after demolition of the existing residential building and safeguarding of neighboring buildings.</p> <p>The consultant should recommend for appointing a specialized agency for demolition of old building in line with the local body norms without much disturbing the another block/ neighbors.</p> <p>Time Limit shall be 24 months from the date of issue of work order or till expiry of Defect Liability Period from the virtual completion certificate in all respect as required by Bank, if required time extension shall be considered without any cost escalation.</p> <p>This is inclusive of 6 - 12 months for completion of Design, Drawing, obtaining all local body &amp; statutory approvals, preparation and approvals of bid documents for inviting execution tenders.</p> <p>Complete Scope of work is as mentioned in the Tender and as directed by Bank.</p> | YES or NO                           | YES or NO                        |

\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal



### Compliance form 2

|         | Name of the Bidder:   | Kindly choose YES or NO |
|---------|---|-------------------------|
| Sr. No. | Description   | Compliance from agency  |
| 1       | We have read technical specifications/ tender carefully and understood the same in right perspective.   |                         |
| 2       | We have quoted for all the items in Financial Bid in the prescribed format of the tender documents.   |                         |
| 3       | We have read the requirements of financial bid thoroughly before filling it and understood the same in right perspective  |                         |
| 4       | We understood that partial/incomplete/vague offers are liable for rejection.  |                         |
| 5       | We have understood the eligibility criteria as well as criteria for identifying lowest bidder.  |                         |
| 6       | We have understood and accepted that accepting the tender & issuing order in full or in part will be decided by the Bank's competent authority as per policy of the Bank. |                         |

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**



## SECTION 4

### STANDARD FORMATS FOR PREPARATION OF FINANCIAL PROPOSAL

**4A: Stages / Mile Stone for Payment of Consultancy Charges.**

**4B: Specimen Form of Financial Bid**



**Form 4A**

**STAGES / MILESTONES FOR PAYMENT OF CONSULTANCY CHARGES**  
**(Based on the Scope of Services provided in the contract)**

| Stage of payment | Total cumulative fee payable in after completion of each stage | Architectural Consultancy Services   |
|------------------|--|--|
|                  |  | Stages / Milestones  |
| Stage-I          | 5.00 %   | a) Prepare and submit the basic design and Requirements analysis sheet and<br>b) Submission of various alternative schemes based on the proposal submitted by them during the presentation stage for Bank to finalise the same.  |
| Stage-II         | 10.00 %  | On obtaining statutory approvals for demolition of existing building from required regulatory/ statutory bodies, preparation of tenders and selection of bidder for demolition of branch building (or this demolition tender may incorporated along with the construction tender). |
| Stage - III      | 15.00%   | Submit Final Design Concept drawings and 3D Renderings based on the selected option by Bank incorporating the comments provided by the Bank.   |
| Stage-IV         | 20.00%   | Prepare and submit all level floor plans drawings for (Architecture, MEP, Structure, Interior and Landscape).  |
| Stage-V          | 25.00%   | On Obtaining all statutory clearances, commencement certificates and CMDA and Corporation of Chennai approval.   |
| Stage-VI         | 35.00 %  | Prepare detailed design drawings including Structure, MEP, Interior, Landscape drawings etc. for approval from Bank along with list of materials, Make of Fixtures, recommended vendors, etc. (3 options for selection) for approval from Bank.                                    |
| Stage-VII        | 40.00 %  | On submission of complete tender documents for floating by Bank for Appointing of contractor.  |
| Stage-VIII       | 50.00%   | Complete scrutiny of tenders for contractors of all trades. Recommendation for award of work with justification.   |
| Stage- IX        | 55.00%   | Issue of construction drawings (GFC drawings) etc. and approving shop drawings submitted by the contractor.  |
| Stage- X         | 60.00%   | On Completion of construction of Stilt Floor.  |
| Stage- XI        | 65.00%   | On Completion of construction of first 2 floors.   |



|             |         |   |
|-------------|---------|---|
| Stage- XII  | 70.00%  | On Completion of construction of Balance floors.  |
| Stage- XIII | 80.00%  | On Completion of MEP, Interior & elevation works.   |
| Stage- XIV  | 85.00%  | On Completion of Site development works such as landscape, hardscape etc.   |
| Stage-XV    | 90.00%  | On obtaining occupation / completion certificate from statutory bodies.   |
| Stage-XVI   | 95.00%  | On completion of work, obtaining all necessary 'As-built' drawings from the contractor and after payment of final bills of all the ancillary works and certification for payment to the contractor by the Bank. |
| Stage-XVII  | 100.00% | On completion of Defect Liability Period.   |

**Note:**

1. Payment shall be released upon completion of the 'activity/ sub-activity'. An activity/sub activity shall be considered 'complete' when the same is checked, reviewed, and accepted and approved by the Bank.
2. Consultant may list out the deliverables and numbers thereof, in case progressive payment is desired under any activity/sub-activity, so as to quantify the progress vis-a-vis the milestone.
3. Stage wise payments are from the % of the fee based on agreed estimated cost of the Project, less payment made earlier.
4. All stage-wise payments shall be treated as advance payment except Stage-XV payments which shall be adjusted against all the previous payments.
5. From Stage-XVI, payments will be from the % of the fee, based on estimated cost put to tender or accepted cost or actual project cost whichever is lowest.





## Form 4B (Specimen Form of Financial Bid)

**IT IS MANDATORY THAT BIDDER NEEDS TO SUBMIT THEIR FINANCIAL BID IN ONLINE ONLY.**

| Name of the Bidder: |   |         |                          |
|---------------------|---|---------|--------------------------|
| Sr. No.             | Description   | Unit    | Consultancy Fees (% fee) |
| 1                   | <p>Providing Comprehensive Architectural Consultancy Services for Design, Preparation of working &amp; structural, services drawings, and Liaison with local / statutory authorities to get the Development Permission and Occupancy Certificate for <b>Construction of Residential Building for Bank's Top executives having Min. Stilt + 5 floors RCC Structure in Musiri Subramaniam Salai, Mylapore, Chennai - 600004</b> having an approximately construction area @ 17,000 Sq.ft. after demolition of the existing building (G + 2) and structural safeguarding of neighboring buildings.</p> <p>The consultant could recommend for appointing a specialized agency for demolition of old building in line with the local body norms without much disturbing the another block/ neighbors.</p> <p>Time Limit shall be 24 months from the date of issue of work order or till expiry of Defect Liability Period from the virtual completion certificate in all respect as required by Bank, if required time extension shall be considered without any cost escalation.</p> <p>This is inclusive of 6 - 12 months for completion of Design, Drawing, obtaining all local body &amp; statutory approvals, preparation and approvals of bid documents for inviting execution tenders.</p> <p>Complete Scope of work is as mentioned in the Tender and as directed by Bank.</p> | One Job | Specimen Form            |

**NOTE:**

1. GST as applicable shall be reimbursed on submission of documentary evidence.
2. The fees shall be worked out on the lowest of the following:
  - a) Estimated cost of Construction Or
  - b) Accepted tender cost Or
  - C) Actual cost of construction



3. The cost put to tender is excluding GST and shall be applicable as per actual.
4. Stage wise payment shall be made to the Consultant based on Mile Stone Set out in Section 4A of the Tender document.
5. TDS deduction shall be as per applicable laws.

**\*\* Form to be filled in the excel sheet provided on e-portal and to be submitted ONLINE Only**



## SECTION 5

## STANDARD FORM OF CONTRACT

## 5A. Agreement to Contract

## 5B. General Conditions of Contract

## 5C. Special Conditions of Contract

#### 5D. Form of Guarantee for Performance Security



## Form 5A

### AGREEMENT TO CONTRACT

THIS AGREEMENT made at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand twenty-two between Indian Bank having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014 (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 is desirous that certain works should be executed, viz, **"Providing Comprehensive Architectural Consultancy Services for Construction of Residential Building for Bank's Top executives having Min. Stilt + 5 floors RCC Structure in Musiri Subramaniam Salai, Mylapore, Chennai - 600004"** (hereinafter called "the Project") and whereas the Employer is desirous of appointing the Architects/ Consultant for the purpose of designing, site supervision and completion of the proposed residential building.

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 \_\_\_\_\_ % (as quoted in the price bid) of the estimated cost put to tender or accepted tender cost or actual cost of project whichever is lowest. The said fee being hereinafter called as "Basic Fee". In case there is an escalation in the actual project cost over the accepted tender cost, the payment to the 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: -

1.1. In case, the actual cost of work is more than the tendered cost as a result of authorized changes in the specifications and / or quantities of the scheduled items or the operation of duly approved additional or substitute items, if any, such actual cost and not the accepted tender cost (without taking into account any escalation), will be considered as the cost on the basis of which basic fees will be worked out and the ceiling will also pertain to basic fees thus worked out

1.2. The cost of bought out items like readymade sofa, tables, almirah, racks, carpet, fans, electrical fittings, window/ split air-conditioners etc. will be excluded from the cost on which fee will be payable. If however, bought out items need selection, specification, recommendation, estimation and inspection by Architect, 50% of basic fee on cost of items will be considered for the concerned item.



- 2) The Architects shall take the Employer's instruction, prepare sketch designs, make approximate estimate cost by measurements, prepare drawings sufficient for making applications for building or other license to town planning /local authorities or for other approvals, prepare working drawings, prepare structural drawings, prepare specifications, prepare interior drawings 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), coordinate activities of consultants with the local Architects/ PMC if and 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 general supervision, subject to stipulation of paragraph below.

Note:

- i. No deduction will be made from the Architect's fee on account of liquidated damaged or such other sums withheld from the payments due to the contractor.
- 3) No traveling allowance (T.A), daily allowance (D.A) or any other allowance shall be paid to the Architects for visit to the Corporate Office, offices of the Bank in Chennai agglomeration area, office of the local authorities, Site visits etc.

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

- (a) For Partners, Associates, Senior Architects and Consultants within the entitlement of Senior Management of the Bank.
- (b) For other staff, within the entitlement of middle Management of the Bank.
- 4) Apart from such copies of drawings including demolition plan as are required for submission to the local authorities & other statutory agencies, the Architects will supply additional copies of GFC 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. One set of all drawings to the Employer.
  - v. The Architect shall furnish complete design calculation and drawings 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 in case of any future



additions/alterations at a later stage.

If necessitated at site, during course of construction, additional copies of drawings over and above the sets mentioned above shall be supplied by the Architects, without any cost. The GFC drawings should not be of less than A1 size.

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

- (a) Notice Inviting Tender
- (b) The Special Conditions of Contract (hereinafter called "SCC");
- (c) The General Conditions of Contract (hereinafter called "GCC");
- (d) Financial Bid
- (e) The Letter of Intent and Work Order
- (f) Any such correspondence leading to award of the work.

6) The Employer shall pay to the Architects their basic fee in the following manner:

Total fee calculated at \_\_\_\_\_% (as quoted in the price bid) of the estimated cost put to tender or accepted tender cost or actual cost of project whichever is lowest plus GST as applicable, subject to the ceiling given in clause 1, 1.1 & 1.2 of this agreement, stage of payment shall be as given as per the "Table 4A", Stages / Milestones for payment of consultancy charges.

7) i) The Architect shall give cause periodical supervision and inspection as may be necessary to ensure that the works are being executed, generally in accordance with the contract.

ii) The Architects 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 Architects shall be in accordance with the Scale of Charge (Clause 6 above).

8) The Architects shall engage qualified and competent/ reputed 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 apart from other design criteria and shall be taken care in the design itself.

9) 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.

- 10) 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.
- 11) 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's say be however limited to 10 percent of the fees paid to him.
- 12) In case dispute arises between the Employer and the contractors/ Agencies/ individual on the provision of execution of contracts, the architects should assist the Employer in furnishing the details /data till the completion of limitation period as per the relevant laws of the country.
- 13) In the event of any dispute or difference relating to interpretation and application of provisions of the contract and all disputes/ claims whatsoever which shall either during the continuance of the contract or afterwards either between the parties to the contract or the respective representatives touching the consultation/ construction/ application of any provision/ clause mentioned in the contract or any account or liability between the parties to the contract or as to any act or deed or omission of any party to the contract, in any way relating to these presents, shall be first at the discretion of the Bank attempted to be resolved in good faith by mutual discussion within 30 days of the dispute or question being raised failing which the same shall be settled by arbitration in accordance with the relevant provisions of the Indian Arbitration and Conciliation Act, 1996.

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

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



- 14) This agreement can be terminated by either party at any stage of the project 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 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 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 Architect with seal  
 (in token of acceptance of all terms  
 and conditions of the tender)**





## Form 5B

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. GENERAL PROVISION

##### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Bank/ Employer" means Indian Bank having its Corporate Office at Chennai-600014.
- (b) "Contract"- means. The Contract signed by the Parties, to which these Conditions of Contract are attached together with all the documents listed in Appendices of such signed Contract.
- (c) "Applicable Law" means the laws and any other instruments having the force of law in the place of project, as they may be issued and in force from time to time.
- (d) "Engineer-in-charge" means an engineer so appointed by the Bank responsible to direct, supervise and be in charge of the Services to be performed by the Consultancy Firms under the Contract.
- (e) "GCC" means these General Conditions of Contract.
- (f) "SCC" means Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented. SCC supersedes to GCC.
- (g) "Consultant/ Architect" means the successful bidder or Architectural Consultant(s), as the case may be, and Parties means both of them.
- (h) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in the scope of services.
- (i) "Contract Price" means the charges to be paid for the performance of Services under this Contract.
- (j) "Currency" means Indian Rupees.
- (k) "Personnel" means persons hired by the Consultant(s) or by any Sub-consultant(s) as employees and assigned to the performance of the Services or any part thereof. "Local Personal" means such persons who at the time of being so hired had their domicile inside the country.
- (l) "Associate" means any other Consultant Appointing by the Main Consultant for specialized part of work like structural, electrical, HVAC, MEP, Liaison etc.
- (m) "Third Party" means any person or entity other than the Bank, the Consultant or an Associate.
- (n) "Site" means the designated plot for construction belonging to the Bank on which the Services shall need to be performed.
- (o) "Client" means previous employer with whom the bidder has done the consultancy services.



## 1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Bank and the Consultant. The Consultant, subject to this Contract, has complete charge or- Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 1.3 Law Governing the Contract

This Contract, its meaning and interpretation and the relation between the Parties be governed by the Applicable Law in India

Bank shall in no way be concerned or responsible for the welfare of the employees employed by the contractor/consultant and the contractor/consultant shall be solely responsible for the welfare of his employees as per the various Statutory Act/Regulations, whether Central or State, that shall be applicable to him from time to time.

## 1.4 Language

This Contract has been executed in the English specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 1.5 Location of Work:

The Services will be performed at Musiri Subramaniam Salai, Mylapore, Chennai, India, PIN- 600 004. All coordination, meetings, correspondence & will be conducted by the Bank in the location of work or at the Bank's Corporate Office in Chennai.

## 1.6 Notices

- (a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing and shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, e-mails to such Party at the address specified in the SCC.
- (b) Notice shall deem to be effective as specified in the SCC.
- (c) Opening of technical bid shall take place on date and time stated in the NIT. However, if the day is declared a holiday or if it does not take place on the same day due to unforeseen reason, the bids shall be opened on the next working day.



## 1.7 Authority of Member in Charge

In case of Consultants consist of an Associate of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultants' right and obligations towards the Bank under this Contract, including without limitation the receiving of instructions from the Bank.

## 1.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Bank or the Consultant may be taken or executed by the officials specified.

## 1.9 Taxes and Duties

Unless otherwise specified in the SCC, the Consultant, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the percentage fee quoted by the consultant. GST at applicable rate will be paid extra.

## 2.0 COMMENCEMENT COMPLETION MODIFICATION & TERMINATION OF CONTRACT

### 2.1 Effectiveness of Contract

This Contract shall come into effect on the date of issuance of LOI/ WO or such other date-as may be stated in the tender document.

### 2.2 Termination of the Contract for Failure to become Effective

If this contract has not become effective within (6 months) 180 days after the date of the Contract signed by the Parties, either Party may, but not less than 3 (three) months written notice to other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### 2.3 Commencement of Services

The Consultant shall begin carrying out the Services as soon as from the date of issue of work order.

### 2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2 GCC hereof, this Contract shall expire when the Services have been completed in all respect at the end successful completion of defect liability of the contractors.



## 2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## 2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or Contract Price, may only be made by written agreement between the Parties.

## 2.7 Force Majeure

**2.7.1** Force Majeure' means and includes any cause which is beyond the control of either of the parties in the agreement which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the Contract such as:

- a) Natural phenomena such as floods, droughts, earthquakes, epidemics, Pandemic etc.;
- b) Acts of war - declared or undeclared, priorities and embargoes, quarantine etc.;
- c) Other phenomena such as riots, civil commotion, state wise/ nation wise (but not local) band etc.

**2.7.2** Parties shall not be liable for the delays in performing their part of obligation(s) Resulting from any 'Force Majeure' causes as referred to above. The time for completion of the contract shall, however, be extended by a reasonable time to cover the period of delay completely attributable to the Force Majeure events.

**2.7.3** During outbreak of any Pandemic, medical and natural exigencies, it is consultants responsibility to take care of their material, manpower working and staying in site along with their family including women and kid if any, additional expenditure incurred to abide by the guidelines drawn by Local or Central authorities shall be strictly followed at no extra cost to Bank. Also guidelines set by Bank related to quarantine, face mask, social distancing etc., to be strictly followed at no extra cost to Bank.

## 2.8 Termination

### 2.8.1 By the Bank

The bank may terminate the Contract, by not less than 3 months' written notice of termination to the Consultant. To be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause GCC 2.8.1, in such events there shall be no claim by consultant against Bank for business loss or



whatsoever. The Banks' liability will be restricted to payment for services rendered by the consultant till the date of termination.

- a) if the Consultant fail to remedy a failure in the performance of their obligations under the Contract within thirty (30) days of receipt after being notified or within such further period as the Bank may have subsequently approved in writing;
- b) if the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take- advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultant submit to the Bank a statement which has a material effect on the rights, obligation or interests of the Bank and which the Consultants know to be false;
- d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days and the force majeure condition continues to exist and it cannot reasonably be foreseen as to when normalcy would be restored.
- e) If the Bank, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### 2.8.2 By the Consultant

The Consultant may, by not less than 3 months' written notice to the Bank, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause GCC 2.8.2, terminate this Contract:

- a) If the Bank fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 6 hereof within one eighty (180) days after receiving written notice from the Consultant that such payment is considered as overdue.
- b) If, as a result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### 2.8.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.8.1 or 2.8.2 hereof, the Bank shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the consultant to the Bank)

- a) Remuneration pursuant to Clause GCC 6.1 hereof for Services satisfactorily performed prior to the effective date of termination; and

**2.8.4** The Bank shall not be liable to pay any bonus, damage or other claims of



the Consultant for the loss of expected profit or interest.

**2.8.5** In the event, the contract is terminated due to reasons of unsatisfactory performance, negligence or inordinate delays in achieving the targets, the Bank shall be free to encash the Performance Bank Guarantee or forfeit the Security Deposit fully or partially as may be decided by the Bank upon termination.

**2.8.6** In the event of termination of Contract, the Consultant shall furnish to the Bank all the design, drawings, data, documents and details as are existing with him on that date.

### **3.0 OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### **a) Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment machinery, materials and methods.: The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Bank, and shall at all times support and safeguard the Bank legitimate interests in any dealings with sub-Consultant or Third Parties.

#### **3.2 Conflict of interests**

##### **3.2.1 Consultant not to benefit from Commissions, Discounts. etc.**

- a) The remuneration of the Consultant pursuant to Clause GCC 6.1 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub- consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- b) If the Consultant, as part of the Services, have the responsibility of advising the Bank on the procurement of goods or Appointing of construction contractors, the Consultant shall comply with any applicable procurement guidelines, work contract procedures, any confidential information etc. of the Bank and shall at all times exercise such responsibility in the best interest of the Bank. Any discounts or commissions obtained by the



Consultant in the exercise of such responsibility shall be for the account of the Bank.

- c) The Consultant shall not have the benefit either directly or indirectly of any royalty or gratuity or commission in respect of any patented or protected article or process used unless it is mutually agreed.

### **3.2.2 Consultant & Affiliates not to be otherwise interested in Project**

The Consultant agree that during the term of this Contract and after its termination, the Consultant and his affiliates, as well as Sub-consultants shall be disqualified from providing goods, works or services (other than the Services and continuation thereof) for any project resulting from the Services.

### **3.2.3 Prohibition of Conflicting Activities**

Neither the Consultant nor their sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- or
- b) After the termination of this Contract, such other activities as may be specified in the section 2.8

### **3.3 Confidential:**

- a) The. Consultant, his Sub-consultants and the Personnel of either of them shall not disclose any Information and data furnished to them by Bank to any third party nor shall disclose any drawings, reports, specification, manuals and other information developed and prepared for Bank by the Consultant and his Sub- consultants and the Personnel of either of them, without prior written approval of Bank.
- b) The Consultant and his Sub-Consultant and the Personnel of either of them shall be subject to the provisions of the Official Secret Act 1923 and such other applicable laws with amendments as of date, pertaining to such information at all times.

### **3.4 Insurance to be taken out by the Consultant**

The Consultants should necessarily take accident insurance cover for their staffs during their site visits. A proof of the same to be produced.

### **3.5 Consultant's Actions requiring Bank's prior Approval**

The Consultant shall obtain the Bank's prior approval in writing before taking any of the following actions:

- a) Appointing such members of the Personnel merely by title but not by name





without any prejudice to Banks' interest.

- b) Consultant may avail the services of an associate but the prime responsibility remains with the Consultant.
- c) Any other action that may be specified in the SCC.

### 3.6 Reporting Obligations

The Consultant shall submit to the Bank the reports, documents and other deliverables specified in the tender document.

### 3.7 Documents prepared by the Consultant to be the Property of the Bank

- a) All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Bank, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Bank, together with a detailed inventory, etc. thereof. Bank reserves the right of repetitive use of these designs, drawings, specifications etc. without any financial obligation to the Consultant.
- b) The Consultant shall also return, along with the detailed inventory thereof, all plans, drawings, specification, reports both in hard copy & soft copy format etc. made available by the Bank for performing the Services, upon termination or expiration of the Contract.
- c) Intellectual rights, copyrights and all proprietary rights of all design, drawings, specifications, worksheets, program, reports, formats, manuals documents etc. developed and prepared by the Consultant for this assignment shall vest with the Bank and shall not use these for any other purpose/ assignment without the written permission of the Bank. Any deviation to this effect shall be dealt with in accordance with law.

### 3.8 Defect Liability

- a) Should any defect or inadequacy occur in the work carried out or the service performed by the Consultant prior to the date of final acceptance of the work by the Bank, the Consultant shall be under a legal obligation to perform, at his own initiatives and free of cost without any additional liability to the Bank, all such services as shall be deemed necessary to remedy such defects or inadequacy. The decision of the Bank regarding 'defect or inadequacy' in the work so carried out and service rendered shall be final and binding.
- b) In case, despite the specific request by the Bank to the Consultant to rectify or remedy the defect or inadequacy so pointed out and brought to the notice of the Consultant, the Consultant fails and neglects to rectify the same, within the time frame given by the Bank for such rectification then the Bank shall be within its right to correct such defects of the inadequacy(s) rectified from a third agency at the costs and risks of the Consultant. It shall be within the right of the Bank to adjust / recover such additional costs, so incurred by the Bank from the payments due and payable to the Consultant.
- c) Liability of the Consultant shall expire on twelve months after successfully completion of actual work order period.





## 4. CONSULTANT'S PERSONNEL

### 4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as are required, and agreed by the Bank, to carry out the Services. The Consultant shall also bond his Personnel to the confidentiality of the Services performed by them under this Contract.

### 4.2 Description of Personnel

The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultant's Personnel. If any of the Personnel has already been approved by the Bank his/her name is listed as well.

### 4.3 Selection of Personnel

- (i) On acceptance of tender, the name of the accredited Architect of the consultant who would be responsible for taking instructions from Bank or its authorized representative shall be intimated within 07 days of issue date of Letter of Award(LOA)/ Letter of Intent(LOI) by Bank. The above Architect should have minimum 10 years of experience and well versed in English. He/ she should have thorough knowledge about the Design and execution.
- (ii) In the event that any of the personnel is found by the Bank to be incompetent, or guilty of misbehavior or incapable in discharging the assigned responsibilities satisfactorily, the Bank may instruct by giving a notice of 7 (Seven) days to the consultant, at the expense of the consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the Bank.
- (iii) The decision of Bank in such event shall be final and binding on the consultant.

### 4.4 Removal and/or Replacement of Personnel

- a) Except as the Bank may otherwise agree no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Bank (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Bank 's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Bank. Failure to do so shall be construed to be a default for which the Bank could terminate the Contract without any liability on the part of Bank.
- c) The Consultant shall have no
- d) claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.



## 5.0 OBLIGATIONS OF THE BANK

### 5.1 Assistance and Exemptions

The Bank shall use its best efforts to:

- Provide the Consultant. Sub-consultant and Personnel with pertinent data and such other documents as shall be necessary to enable the Consultant, Sub-consultant or Personnel to perform the Services;
- issue to officials, agents and representatives of the Bank all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; give decisions on all matters laid before the Bank by the Consultant in such a reasonable time as not to delay the work of the Consultant.

### 5.2 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract price specified in this tender.

### 5.3 Payment

In consideration of the Services performed by the Consultant under this Contract, the Bank shall make to the Consultant such payments and in such manner as is provided by Clause GCC 6.

## 6. PAYMENTS TO THE CONSULTANT

The payment to the consultant shall be made as Mile Stone Specified in Table 4A.

### 6.1 Currency of Payment

Payment shall be made in the Indian Rupees only.

### 6.2 Mode of Billing & Payment

Billing and payments in respect of the Services shall be made as follows:

- The payment to the Consultant shall be made periodically as per the schedule of payment agreed upon Form 4A. The Bank shall cause the payment to the Consultant to the extent of the amount indicated in the running bills, received in triplicate along with duly approved supporting documents, within thirty working days of receipt of the running bill.
- The final payment under this Contract shall be made only after the final report and a final statement identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Bank. The Services shall be deemed completed and finally accepted by the Bank. Bank and the final report and final statement shall be deemed approved by the Bank as satisfactory one hundred eighty (180) days after receipt of the final report and final statement by the Bank unless the Bank, within such one hundred



eighty days period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Bank has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Bank within one eighty (180) days after receipt by the Consultant of notice thereof. Any such claim by the Bank for reimbursement must be made within twelve (12) months (365 days) after receipt by the Bank of a final report and a final statement approved by the Bank in accordance with the above.

- c) Income tax and other applicable taxes as per Statutory Guidelines of the Government/ Ministry of finance or any other statutory bodies shall be deducted from the consultancy fees and surcharge thereon as prescribed from time to time. This deduction will be made from all the bills in respect of work and the amount so recovered will be credited to the Income tax or any other statutory authority and a certificate for the amount so deducted will be issued by the account officer Bank.

### 6.3 Terms & Conditions of Payment

Payments shall be made to the account of the Consultant and according to the payment schedule stated in the as per Mile stone in Table-4A.

## 7 SETTLEMENT OF DISPUTES

### a) Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### a) Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

## 8 Tax liability, insurance, description or reference to Documents:

The Consultant and his personnel shall pay the taxes and other impositions levied under existing, amended or enacted laws during life of the Assignment. The Consultant shall cover employer's liability compensation insurance for his or his Sub-Consultants "personnel in accordance with the provisions of relevant applicable laws.



## Form 5C SPECIAL CONDITIONS OF CONTRACT (SCC)

**1)** The language is: English

**2)** The Address are:

For the Bank: Deputy General Manager (Estate), Premises, Estate and Expenditure Dept., 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014.

E-mail: [ibcoproject@indianbank.co.in](mailto:ibcoproject@indianbank.co.in)

For the Consultant(s): \_ \_ \_ \_ \_

E-mail:

**3)** Notice shall be deemed to be effective as follows

- a) In the case of personal delivery or registered mail, on delivery;
- b) In the case of E mail 24 hours following confirmed transmission.

**4)** The Consultant and his personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during Life of this Contract and the Bank shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

**5)** The time period shall be up to completion of the work in Months inclusive of all the Services mentioned in the Tender.

**6)** The risks and the coverage shall be as follows

- a) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Associate, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel. any such life, health, accident, travel or other insurance as may be appropriate; and
- b) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services

**7)** The defect liability period shall expire on expiry of defect liability of the contractor & settlement of all claims of the contractor.

**8) The payment schedule envisaged:**

It is to be understood that the amount/ rates quoted are all inclusive and payment shall be made on the basis of the milestones given in Milestone Table 4A, hereto.

On the basis of milestone achieved during the execution of this Contract, as listed in Mile Stone Table 4A, hereto.



Statutory payments, if any, will be reimbursed upon production of invoice or payment receipts.

## 9) Statutory Approvals:

For obtaining statutory approvals (from CMDA, GCC etc.) to demolish the old building & for constructing the new building, the consultant will prepare specific drawings and documents and other application materials and submit the same to the relevant authorities for the purpose of securing the approvals. The consultant shall ensure that all designs and drawings comply with the statutory provisions. The consultant shall coordinate and provide in soft copy editable format like .dwg, .docx, .xls or any other format as required of all the drawings, calculations other documents sufficient enough to obtain the requisite sanctions. The consultant if so required shall attend meetings with the relevant authorities at their office as and when required.

## 10) GRIHA certification:

The consultant shall prepare and submit all drawings and documents as may be required to register the project for certification under GRIHA and undertake all associated liaison with the certification authorities. The onus of obtaining the final certification shall lie with the consultant and as such the consultant shall be duty bound to ensure proper and complete documentation as required to be done during the construction by the project management agencies.

## 11) Delays, Responsibility & Recoveries from Fees

If the construction work after appointment of the contractors get delayed and the appointed contractors disagree to bear liquidated damages levied for the same as per provisions in the agreements between the Bank and the contractors on the ground that they did not receive detailed Architectural / Structural drawings and of any other further clarifications from the consultant, the consultant shall be liable to make good the losses to the Bank to the extent of the amount of the liquidated damages disagreed by the Contractors. Similarly, if the works done as per the consultants' earlier given Architectural / Structural drawings, are required to be altered / demolished because of mistakes at the consultant/ their sub consultants, the consultant shall be liable to bear the cost of the work required to be so altered/ removed (including removal/ alteration cost) unless the contractors agree to forgo the cost of the work. In the event the consultants fail to discharge their duties diligently and delays are caused due to their negligence or if they do not co-operate and the work is not completed within the time frame, if they shall be liable to make good the damages suffered by the Bank without prejudiced to the Bank's right to terminate the agreement and pay such fees, which is at the discretion of the Bank, required to be paid at the time of termination.

## 12) Arbitration:



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

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

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

**Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.**

### 13) Performance Guarantee

The Consultant shall carry out the work and services in conformity with generally accepted norms and sound engineering practices. Consultant shall be responsible for the technical soundness of the Services rendered by him. In the event of any deficiency noticed at any time up to successful completion of defect liability of the contractor, the Consultant shall inter alia promptly redo such design, engineering, analysis, inspection, site supervisory-services etc. at no extra cost to the Bank.

### 14) Rectification of Errors, Omissions etc.

All errors and omissions in design, drawings, specifications, tenders, manuals etc. furnished by the Consultant shall be rectified by the





Consultant and should the error or omission be the result of fault and negligence on the part of the Consultant or his personnel, the Consultant shall rectify the same at his own cost. Should such rectification be not carried out to its reasonable satisfaction, Bank may at its discretion have such rectification done by any other consultant, and reasonable fee and disbursement of such other consultant shall be borne by the Consultant.

### 15) Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with Indian Rules accepted accounting principles and in such form and detail as shall clearly identify all relevant time charges and cost, and the bases thereof and (ii) shall permit the Bank or its designated representative periodically, and up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Bank.

### 16) Equipment and Materials if furnished by the Bank.

If Equipment and materials made available to the Consultant by Bank, or purchased by the Consultant with funds provided by the Bank, shall be the property of the Bank and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Bank an inventory of such equipment and materials and shall dispose of such writing, shall insure them at his own expense for an amount equal to their full replacement value. Equipment and materials in accordance with the Bank's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Bank official in writing, shall insure them at his own expense for an amount equal to their full replacement value.

### 17) Indemnification

- a) The Consultant shall indemnify and keep indemnified the Bank for and against any and all claims, actions, demands, costs, charges and expenses arising from or for infringement of patent rights, copy rights or other protected rights, if any, in design, plans, diagrams, drawings in respect of any of the equipment, processes or construction methods furnished by the Consultant for the performance of the Service, and found to have infringed any such rights.
- b) In the event of any claim being made or action being brought against the Bank in respect of any of the matters referred to the above, Consultant shall promptly be notified and it shall at its own expenses conduct all negotiations for the settlement of the same and any litigation that may arise.
- c) In the event of any designs, plans, diagrams, drawings in respect of any



of the equipment, processes or construction methods furnished by the Consultant for the performance of the Service constitute infringement of patent or any of the protected rights and use thereof is restrained, the Consultant shall at no extra cost to the Bank procure the right to continue using the same or replace the same at their own costs with non-infringing work approved by the Bank or modify them so that these become non-infringing, but such modifications shall otherwise be to the entire satisfaction of the Bank.

- d) The provisions of (a) to (c) above shall survive the completion, expiration or terminator of the Contract.

## 18) Responsibility for Data & Designs

The final responsibility for the correctness, adequacy and accuracy of the designs, drawings, technical specifications, tenders documents, purchase specifications, Installation instructions and commissioning steps etc. furnished by the Consultant, shall lie with the Consultant.

The Consultant shall ensure that all designs and services rendered by him, under this Agreement, are in compliance with the existing statutory regulations of bodies such as MoEF, Local Authorities, Electrical Inspector, Lift Inspector, Chief Fire Office, Directorate of Explosive, Metro Rail Authorities, Heritage, Archeological etc. Inter- institutional coordination in the design & development of codes/ software etc. shall also be the responsibility of the Consultant.

## 19) Liability of the Consultant

Except in case of gross negligence or will full misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the liability of the Consultant for all guarantees & warranties shall be limited to 100 percent of the total fee payable.

This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

In case of gross negligence or will full misconduct on the part of the consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the liability of the Consultant shall be 100% of the total fee payable for defects in the deliverables/ deficiencies in the Services.

## 20) Working hours, Overtime, Leave, etc.

- (a) The Consultant to take care of the absence/ resignation of his key staffs and any person/ Associate to ensure that it does not affect the progress of the work.





- (b) The Consultant's personnel working at the Site shall observe the site construction working hours and holidays.

## 21) Project Organization

The Consultant shall ensure that during the Consultant's performance of the Services a well- defined project set-up exists at his/ her end. This set-up only shall interact with the Bank's personnel in providing the Services.

## 22) Access to Site

The Bank warrants that the Consultant shall have, free of charge, unimpeded access to the Site in respect of which access is required for the performance of the Services.

- 23) Further, bidder fail to commence work as specified, then Bank shall without prejudice to any other right or remedy available in law, liable to forfeit the performance guarantee.

## 24) Security Rules

The Consultant shall follow the rules and regulation for the security framed by the Bank from time to time regarding movement of personnel, materials and equipment to and from office/ site. The Consultant shall also follow all rules and regulations applicable to the area being declared/ pronounced from time to time by the authorities or authority of existing Bank facilities in the vicinity of any other statutory orders. Nothing extra shall be payable on account of stoppage/hindrance of the work due to the enforcement of security measures/ emergency conditions.

## 25) Rights of Other Agencies

Other agencies may also be simultaneously working within and around the locations/areas designated to carry out the Assignment. No extra claim during the tenure of the work shall be entertained by the Bank for hindrances on account of such interfaces with other/allied agencies.

## 26) Idle Claim

No claims from the Consultant shall be entertained on account of idle work force, non-use of facilities due to stoppage of work, unprecedented rain, storm, pandemic, epidemic or any other Unforeseen circumstances.

## 27) Fairness & Good Faith

### (a) Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### (b) Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for



every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in

## 28) Indemnity:

The Consultant shall indemnify, defend, protect and hold harmless the Bank, its representative, its affiliated companies and their respective directors, officers and employees, from any and all Claims to the extent that such Claims are caused by or arise out of the negligent acts, conduct, errors or omissions of the Consultant or the breach of any of its contractual obligations hereunder.

## 29) Amendments:

No addition, amendment or variation to this contract and no waiver of any right under this contract shall be binding unless it is in writing and signed by a duly authorized representative of each party to these presents. Amendments made prior to the opening of Tender shall be part of the contract.

## 30) Force Majeure:

If performance, in whole or in part, or any portion of this Agreement by any party hereto is prevented by causes that may come into operation after the signing of this Agreement, which are beyond the reasonable control of such party, or cause against which party could not make reasonable provision including but not limited to acts of God, Labour Disputes, riots, insurrections, tidal waves, floods, explosions, fire or earthquakes, industrial disturbances, inevitable accidents, pandemics, epidemics, war (undeclared or declared), embargoes, blockages, legal restrictions or Government restrictions and the like, the party which is prevented from performing shall be excused from performing its obligations under this Agreement for the period of the excusable delay, provided the reason for the delay is communicated to the other party within thirty (30) days of its discovery.

## 31) Jurisdiction

This Agreement and all right, obligations and liabilities arising under it shall be construed in accordance with the Laws of India. The parties further agree, if still unable to come to stand, which affects the services, then it must go to an authority (Bank) for decision and submit themselves that the courts in Chennai shall have the exclusive jurisdiction to try all or any of the disputes arising out of this Agreement.



### 32) Compliance with Laws: -

The consultant shall comply with all relevant acts and amendments thereof and other laws relating thereto and rules made there under from time to time wherever applicable.

### 33) Security Regulations: -

The personnel are required to be in possession of individual identity card or passes and shall follow the security regulation of Bank.

### 34) Removal and / or Replacement of Personnel:

Except for the Bank may otherwise agree, no changes shall be made in the personnel. If for any reasons beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultant shall forthwith provide as a replacement a person of equivalent qualification and experience acceptable to the Bank.

The Bank may require the consultant to dismiss or remove any person or persons, who may be incompetent or misconduct himself or has been charged with having committed moral turpitude criminal, civil action or negligent in the proper performance of his duties and all such persons shall not again be employed upon.

### 35) Integrity Pact

This Contract will fall under the ambit of "Integrity Pact", as per Bank's/ CVC norms. Integrity pact envisages an agreement between the prospective vendors/tenderers and the buyer, committing the persons/officials of both the sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/tenderers who commit themselves to such a pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification.

The essential ingredients of the Pact include:

- Promise on the part of the Principal (Indian Bank) not to seek or accept any benefit, which is not legally available.
- Principal to treat all tenderers with equity and reason.
- Promise on the part of the tenderers not to offer any benefit to the employees of the Principal not available legally.
- Tenderers not to enter into any undisclosed agreement or understanding with other tenderers with respect to prices, specifications, certification, subsidiary contracts etc.
- Tenderers not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under Prevention of Corruption/ Indian Penal Code Act.
- Foreign tenderers to disclose the name and address of agents and



representatives in India and Indian Tenderers to disclose their foreign principals.

- g) Tenderers to disclose the payments to be made by them to agents / brokers or any other intermediary.
- h) Tenderers to disclose any transgressions with any other company that may impinge on the anti corruption principle.
- i) Integrity Pact, in respect of a particular contract, shall be operative from the date of Integrity Pact is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the tenderers and exclusion from the future business dealings.

The Details of the Independent External Monitor (IEM) appointed by the Bank, is as follows:

|   |  |
|---|--|
| <b>Shri Giriraj Prasad Gupta</b><br><b>C- 2/29, Tilak Lane,</b><br><b>New Delhi – 110001</b><br><b><u>gpgupta1804@gmail.com</u></b> | <b>Shri Arun Kumar Sharma</b><br><b>F-501, Indian Oil Apartments,</b><br><b>Plot No- C-58/23, Sector-62,</b><br><b>Noida (U.P)-201301</b><br><b><u>sharmaak6@gmail.com</u></b> |
|---|--|



## Form 5D

### **Form of Guarantee for Performance of Services** **FORM OF PERFORMANCE SECURITY – BANK GUARANTEE (BG)**

**(To be submitted on Non-judicial stamp paper worth Rs 100/-only)**

**Bank Guarantee No.**

**Date:**

#### **PERFORMANCE BANK GUARANTEE**

Indian Bank, a body Corporate constituted under the Banking Companies Acquisition and transfer of undertaking Act, having its Corporate Office at No.254-260, Avvai Shanmugham Salai, Royapettah, Chennai 600 014 (hereinafter referred to as Indian Bank) have entered into Agreement/Contract/Order No.----- dt ----- (hereinafter called "the said Contract/ the said Order") with M/s ----- [hereinafter called "the said Architect"] for the work of **"Providing Comprehensive Architectural Consultancy Services for Construction of Residential Building for Bank's Top executives having Min. Stilt + 5 floors RCC Structure in Musiri Subramaniam Salai, Mylapore, Chennai - 600004"**.

2. Whereas under the terms of the said Agreement/Contract/Order, the Contractor/Supplier is required to furnish a Performance Bank Guarantee for 5% of fees value of the estimated cost put to tender i.e Rs. -----/- (Rs. Amount in words) towards the due fulfillment of the terms and conditions during the agreed time period or extension thereof, and also satisfactory performance of the said contract to Indian Bank during the contract period as per the tender terms stipulated in the Agreement/ contract/ Order.

3. Accordingly, we -----(name & Address of the issuing Bank) (hereinafter referred to as "The Surety:", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted Assignees.) at the request of ----- (name & Address of the contractor) do hereby undertake to pay to Indian Bank an amount not exceeding **Rs.** -----/- (Rs. Amount in words) on the failure of Architect/ Supplier in performance of their obligations as per the terms and conditions of the Contract/ Order including the satisfactory performance of the said Architect during contract period as per the tender terms stipulated in the Agreement / Contract/Order.

4. The Surety do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from Indian Bank within 10 days of such demand stating that the amount claimed is due by way of breach of terms and conditions of the Agreement/ Contract/ Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However,



our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----/- (Rs. Amount in words) **and** We undertake to pay to Indian Bank a amount not exceeding Rs. -----/- (Rs. Amount in words) so demanded not withstanding any dispute or disputes raised by the said Architect /supplier of the equipment in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this guarantee being absolute and unequivocal.

The Surety further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/Order and that it shall continue to be enforceable till all the dues of Indian Bank under or by virtue of the said Contract/Order have been fully paid and its claims satisfied or discharged or till Indian Bank certifies that the terms and conditions of the said Agreement/ Contract/ Order have been fully and properly carried out by the said Architect /supplier(s) and accordingly discharges this guarantee.

5. The Surety further agree with Indian Bank that Indian Bank shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Architect/ Supplier of the equipment from time to time or to postpone for any time or from time to time any of the powers exercisable by Indian Bank against the said Architect /Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement/Contract/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Architect / Supplier or for any forbearance, act or omission on the part of Indian Bank or any indulgence by Indian Bank to the said Architect/ Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The Surety lastly undertake not to revoke this guarantee during its currency except with the previous consent of Indian Bank in writing and agree that any change in the constitution of the said Architect/ Supplier or the said Bank shall not discharge the Bank of its liability under this deed.

The validity of Bank Guarantee shall be up to DD/MM/YYYY (24 months) + 12 months of Defect liability period.

And such date shall cover the period of warranty of all the supplies and excludes the period of defect liability. The Bank Guarantee shall remain valid for the period up to which the contractor is obliged for due performance of the said Agreement/ Contract/Order including the warranty period.

7. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

All the claims under this guarantee must be presented to the bank in writing.



8. Notwithstanding anything contained hereinbefore.

Our liability under this guarantee is restricted to Rs. -----/- (Rs. Amount in words). The guarantee is valid up to DD/MM/YYYY (18 months) + 12 months of Defect liability period or extension thereof.

Unless a claim or demand made in writing is presented to us within 150 days of the date of expiry or the extended date of expiry of this guarantee, all your rights under this guarantee shall be lapsed and we shall be released and discharged from all liabilities thereunder.

In witness where of the Bank through its officials has set its hand and stamp on \_\_\_\_\_ day of \_\_\_\_\_ month and the year \_\_\_\_\_ at \_\_\_\_\_.

SIGNED AND SEALED

For and on behalf of above named Bank. (Banker's Name and Seal)

Branch Manager  
(Banker's seal)

SEAL OF THE BANK





## INTEGRITY PACT

### **INTEGRITY PACT Between Indian Bank hereinafter referred to as "The Bank"**

**And..... Hereinafter referred to as "The Tenderer/ Consultant"**

### **Preamble**

The Bank intends to award, under laid down organizational procedures, contract/s for .....

The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and off airness /transparency in its relations with its Tenderers(s) and / or Consultant(s).

In order to achieve these goals, the Bank will have an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1— Commitments of the Bank**

The Bank commits itself to take all measures necessary to prevent corruption and to Observe the following principles:

- a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Bank will, during the tender process treat all Tenderer(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential/ additional information through which the Tenderer(s) could obtain an advantage in relation to the tender processor the contract execution.
- c) The Bank will exclude from the process all known prejudiced persons.

If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or it there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2— Commitment of the Tenderer(s)/ Consultant (s)/ sub- consultant (agencies)**

The Tenderer(s)/ Consultant(s)/ Sub- consultant(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the





following principles during his participation in the tender process and during the contract execution.

Tenderer(s) / Consultant(s)/ Sub- consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

The Tenderer(s) / Consultant(s)/ Sub- consultant(s) will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Tenderer(s) / Consultant(s)/ Sub- consultant(s) will not commit any offence under the relevant IPC/ PC Act: further, the Tenderer (s)/ Consultant(s)/ Sub-consultant(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Tenderer(s) / Consultant(s)/ Sub- consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Tenderer(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Tenderer(s) / Consultant(s)/ Sub- consultant(s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/ Representative have to be in Indian Rupees only.

The Tenderer(s) / Consultant(s)/ Sub- consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The Tenderer(s) / Consultant(s)/ Sub- consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section3- Disqualification from tender process and exclusion from future contracts**

If the Tenderer(s) / Consultant(s)/ Sub- consultant(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or credibility in question, the Bank is entitled to disqualify the Tenderer(s)/ Consultant(s)/ Sub- consultant(s) from the tender process.



## Section 4— Compensation for Damages

If the Bank has disqualified the Tenderer(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the consultant liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

## Section 5– Previous Transgression

The Tenderers declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

The Tenderer agrees that if he makes incorrect statement on this subject, tenderer is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.

The imposition and duration of the execution of the tenderer will be determined by the tenderer based on the severity of transgression.

The Tenderer/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.

Apart from the above, the Bank may take action for banning of business dealings/ holiday listing of the Tenderer/ Consultant as deemed fit by the Bank.

If the Tenderer(s) / Consultant(s)/ Sub- consultant(s) can prove that he has resorted/ recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

## Section 6–Equal treatment of all Tenderers/ Consultant(s)/ Sub- consultant(s)

The Tenderer(s)/ Consultant(s) to demand from all sub-consultants a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Tenderer(s) / Consultant (s) shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its Sub-Consultants/ Sub-vendors.

The Bank will enter into agreement with identical conditions as this one with all Tenderers/ Consultant.



The Bank will disqualify from the tender process all tenderers who do not sign this Pact or violate its provisions.

## **Section 7 - Criminal charges against violating Tenderer(s) / Consultant (s) /Sub Consultant (s)**

If the Bank obtains knowledge of conduct of a Tenderer, Consultant or Sub-Consultant or of an employee or a representative or an associate of a Tenderer, Consultant or Sub Consultant which constitutes corruption, or of the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

## **Section8-Independent External Monitor/ Monitors**

The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Tenderers / Consultants as confidential. He reports to the Authority designated by the Bank.

The Tenderer(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Consultants. The Monitor is under contractual obligation to treat the information and documents of the Tenderers)/ Consultant(s)/Sub- Consultant(s) with confidentiality.

The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Consultant. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the Authority designated by the Bank, within 8 to10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.

If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Authority designated



by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word '**Monitor**' would include both singular and plural.

### **Section9—Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Consultant 12 months after the last payment under the contract, and for all other tenderers 6 months after the contract has been awarded on whomsoever it may be.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

### **Section10—Examination of Books of Accounts**

In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Tenderer and the Tenderer shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

### **Section11— Other provisions**

This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.

Changes and supplements as well as termination notices need to be made in writing Side agreements have not been made.

If the Consultant is a partnership or a Consortium, this agreement, must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

Should one or several provisions of this agreement turn out to be invalid, the remaining provisions of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Any dispute or difference arising between the parties with regard to the terms of this Agreement/ Pact, any action taken by the Bank in accordance with this Agreement/ Pact or interpretation thereof shall not be subject to arbitration.



The parties hereby sign this Integrity Pact at  
 .....on.....

.....  
 (For & On behalf of the Bank)

.....  
 (For & On behalf of Tenderer/Contractor)

(Office Seal)

Place-----

Date -----

--

(Office Seal)

Place-----

Date -----

Witness 1:

(Name &Address)

-----

---

-----

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Witness 1:

(Name &Address)

-----

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Witness 2:

(Name &Address)

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-----

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Witness 2:

(Name &Address)

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### **USER MANDATE FOR CONSULTANT TO FOLLOW**

- 1) Bank is coming up with a New Residential Building for Banks' Top executives in Musiri Subramaniam Salai, Mylapore, Chennai - 600004 of approximately 17,000 sq.ft. construction area in Min. Stilt + 5 storied earth quake resistant structure.
- 2) The Bank's Quarters, currently, is having a building with G + 2 storied. The building was constructed in 1980/1991. The existing building along with other structures at the site has to be demolished and new residential building (Min. Stilt + 5 floors) has to be constructed in its place. While demolishing it has to be supervised by the consultant for the safety of nearby neighboring buildings / private properties nearby by taking necessary permission from the local body authorities.
- 3) In this building, it is expected to have flats with all necessary services & modern facilities and each flats should have a carpet area of 2500 sq.ft (approx.).
- 4) The maximum permissible height of the residential building would be as per the regulations.
- 5) Clubhouse/ Gym for tenements has to be provided in the proposed building.
- 6) The building shall be in compliance with latest (NBC) National Building Code norms.
- 7) Fire system shall be designed as per latest norms of National Fire Protection Association (NFPA)/ Tamil Nadu Fire & Rescue Services Department.
- 8) The building has to designed to be an Earthquake resistant structure as per IS Code.
- 9) Item specification and rates shall be as per latest CPWD specifications shall be followed while preparing the estimation of the scheme. Rate analysis to be provided for market rates.
- 10) The building shall have amenities like 2 wheeler/ 4 wheeler designated Parking, Lifts, Firefighting including Smoke detectors and Fire alarm system, CCTV System, Service block, Telephone system with public address system, Security cabin, Facilities for indoor games, Gym and yoga room (equipments will be provided by Bank) in Clubhouse, Solar panel and Rain water harvesting, dedicated water purifier for each flats, etc.
- 11) Adequate sewage and storm water drainage system. Modern garbage collection system for dry and wet wastage. Sewage Treatment Plants to be provided.
- 12) Provision of service block for HT Panel, LT Panel, Transformer and DG set and other services if any in Electrical substation.



- 13) Detailed internal & external finishes, aesthetics-interiors, furniture planning and layout, facades, green zones & horticulture development.
- 14) Provision of Main Security cabin, admin office for maintenance agency & washroom etc.
- 15) Provision of Landscape and hardscape. Replanting of trees to be done wherever is necessary.
- 16) Facilities for differently abled persons, norms of Green Building concept (GRIHA 4 star) and environment impact assessment shall be considered by the agency while planning the project.
- 17) Adequate water supply storage underground tanks, overhead tanks. Additional bore well to be provided for this building, if necessary.
- 18) It is the prestigious project for the Bank and it is time bound project under the monitoring of highest authority. The building has to be constructed with modern technologies and within shortest period of time.
- 19) The consultant has to provide all necessary documents, drawings, structural stability reports as sought by the CMDA for obtaining their approval and must be responsible to obtain approvals Traffic, etc. by providing necessary data and liasioning works.





## Appendix – A

### Technical Evaluation Solved Examples:

Assume, 5 bidders submitted the tender and the technical score based on the documentary evidences submitted by them is as under:

| Sr No | Description                          | Minimum Eligibility          | 1st case                            | 2 <sup>nd</sup> case  | 3 <sup>rd</sup> case  | 4 <sup>th</sup> case                 | 5 <sup>th</sup> case  |
|-------|--------------------------------------|------------------------------|-------------------------------------|-----------------------|-----------------------|--------------------------------------|-----------------------|
| 1     | Attribute A<br>30 Points             | 15 Points                    | <b>9.5</b>                          | 19                    | 25                    | 20                                   | 24                    |
| 2     | Attribute B<br>35 Points             | 17.5 Points                  | 20                                  | 26                    | 23                    | <b>13</b>                            | 26                    |
| 3     | Attribute C<br>20 Points             | 10 Points                    | <b>8</b>                            | 20                    | 12                    | 20                                   | 20                    |
| 4     | Attribute D<br>15 Points             | 7.5 Points                   | 20                                  | 20                    | 20                    | 20                                   | 20                    |
| 5     | Part I Total<br>100 Points           | 70 Points                    | <b>57.5</b>                         | 85                    | 80                    | 73                                   | 90                    |
| 6     | Part II<br>Attribute E<br>100 Points | 80 Points                    | -                                   | 90                    | 85                    | -                                    | 80                    |
| 7     | Registered with COA                  | Yes                          | Yes                                 | Yes                   | Yes                   | Yes                                  | Yes                   |
| 8     | Blacklisted                          | No                           | No                                  | No                    | No                    | No                                   | No                    |
| 9     | Bankrupt                             | No                           | No                                  | No                    | No                    | No                                   | No                    |
| 10    | Litigation                           | No                           | No                                  | No                    | No                    | No                                   | No                    |
| 11    | Convicted by a court of law          | No                           | No                                  | No                    | No                    | No                                   | No                    |
| 12    | Default on a contract                | No                           | No                                  | No                    | No                    | No                                   | No                    |
| 13    | Outsourced Architect                 | No                           | No                                  | No                    | No                    | No                                   | No                    |
|       | Remarks                              | Technically <b>Qualified</b> | Technically <b>Disqualif<br/>ed</b> | Technically Qualified | Technically Qualified | Technically <b>Disqualif<br/>ied</b> | Technically Qualified |
|       |                                      |                              |                                     |                       |                       |                                      |                       |

Note: A) Sr. No 1 to 4 – Minimum Score 50% individually is must & aggregate 70% to be secured in Sr.No.5.

B) The invitation for presentation forwarded only for those bidder who qualified in Sr. No 1 to 5.

C) The Financial bid of only those consultants who secure minimum 80% marks in Part- II Arch (Presentation) shall be opened.

D)Sr. No 8 to 13 should be "NO" for qualifying technically.





## Appendix – B

### Example of Evaluation based on Quality and Cost Based Selection (QCBS)

| Bidder No. | Based on Documentary Evidence Submitted by the Bidders. Points Scored out of 100 (St1) |
|------------|--|
| 1          | 57.5 Points / 100 Points   |
| 2          | 85 Points / 100 Points   |
| 3          | 80 Points / 100 Points   |
| 4          | 73 Points / 100 Points   |
| 5          | 90 Points / 100 Points   |

As per the evaluation criteria the bidders who secures Minimum Score 50% individually & aggregate 70% gets qualified for presentation under part II ARCH.

Now as tabulated above, bidder no.01 gets disqualified because they secured points Less than 70. Even though the bidder no. 04 has secured 73 points but he has secured less than 50% score in Attribute-B, hence they both gets disqualified. Bidder No.02, 03 & 05 gets qualified, since they secured 70 points and above.

Bidder No.02, 03 & 05 shall be called for presentation and will be evaluated as described in Part – II ARCH. (Attribute –E-ARCH).

An evaluation committee constituted by the competent authority of Bank shall review the presentations given by bidder no.02, 03 & 05 and assign points out of 100.

The bidders who secure minimum 80 points in the presentation shall be qualified for opening of Financial Bid and these points shall be considered for further evaluation.

Now assume all the bidders (Bidder No. 02, 03 & 05) secures minimum required marks i.e. 80 and their score as under:

| Bidder No. | Points Secured in Presentation out of 100 points (St2) |
|------------|--|
| 2          | 90 / 100 Points  |
| 3          | 85 / 100 Points  |
| 5          | 80 / 100 Points  |

Technical Score (TH) points are calculated as follows:

| Bidder No. | Technical Score of the Technically Qualified Bidder<br>( $T = (St1 + St2)/ 2$ ) |
|------------|---|
| 2          | 87.5 points ( (85+ 90)/2)   |
| 3          | 82.5 Points ( (80+ 85)/2)   |
| 5          | 90.0 Points ( (90+ 90)/2)   |

Highest Technical score proposal (TS) shall be given Technical Score (TH) of 100 points. i.e. bidder no. 5 shall be given financial score (TS) =100.

The Technical scores of other bidders shall be computed as under:

$$TS = 100 \times (T/TH)$$

Where 'TS' is the Technical score of an applicant,  
'TH' is the highest Technical score among all and  
'T' is the Technical score of the particular applicant.



In the above case Technical score of bidder no. 02 (2nd Lowest) is as under:

$$T2 = 100 \times 87.5 / 90$$

$$T2 = 97.22$$

In the above case Technical score of bidder no. 03 (3rd Lowest) is as under:

$$T3 = 100 \times 82.5 / 90$$

$$T3 = 91.67$$

Assumed following % are quoted by bidder no. 02, 03 & 05

| BidderNo. | Amount of Consultancy Fees in % |
|-----------|---------------------------------|
| 2         | 1.75                            |
| 3         | 2.0                             |
| 5         | 1.25                            |

Lowest financial proposal (FL) shall be given Financial Score (FS) of 100 points.  
i.e. bidder no. 5 shall be given financial score (FS) =100.

The Financial scores of other bidders shall be computed as under:

$$FS = 100 \times FL / F$$

Where 'FS' is the financial score of an applicant,

'FL' is the lowest Financial Proposal among all and

'F' is the financial proposal of the particular applicant.

In the above case financial score of bidder no. 02 (2nd Lowest) is as under:

$$F2 = 100 \times 1.25 / 1.75$$

$$F2 = 71.43$$

In the above case financial score of bidder no. 03 (3rd Lowest) is as under:

$$F3 = 100 \times 1.25 / 2.00$$

$$F3 = 62.50$$

Weightage to technical score (TS) shall be given 70%.

Weightage to financial score (FS) shall be given to 30%.

Now, final score shall be computed as under:

$$S = TS \times 0.70 + FS \times 0.30$$

$$\begin{aligned} \text{Final score of Bidder No. 02} &= (97.22 \times 0.70) + (71.43 \times 0.30) \\ &= 68.05 + 21.43 \\ &= 89.48 \end{aligned}$$

$$\begin{aligned} \text{Final score of Bidder No. 03} &= (91.67 \times 0.70) + (62.50 \times 0.30) \\ &= 64.17 + 18.75 \\ &= 82.92 \end{aligned}$$

$$\begin{aligned} \text{Final score of Bidder No. 05} &= (100 \times 0.70) + (100 \times 0.30) \\ &= 70.00 + 30.00 \\ &= 100 \end{aligned}$$

**Bidder no. 05 has secured highest score hence; the work shall be awarded to bidder no. 05 at his quoted fee of 1.25 % of estimated cost put to tender or accepted tender cost or actual cost of project whichever is lowest as per financial bid.**

