



**Field General Manager's Office  
Delhi**

**PREQUALIFICATION DOCUMENT  
FOR SELECTION OF  
PROJECT MANAGEMENT CONSULTANT**

**FOR**

**The Proposed Redevelopment of Indian Bank Officer's  
Quarters located at plot No. 12 & 15, Block C, Inderpuri,  
New Delhi -110012**

**Ref. No: IB/FGM/TENDER/03/2024-25**

**Date : 03.08.2024**

This document contains 66 pages.

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**NOTICE INVITING tender**

**INDIAN BANK** invites tenders under two bid system from reputed and experienced Firms satisfying the eligibility criteria for pre-qualification and selection of Project Management Consultant (PMC) for execution of the Proposed Redevelopment of Indian Bank Officer's Quarters located at plot No. 12 & 15, Block C, Inderpuri, New Delhi

The PMC shall be selected on the basis of Quality-cum-cost based selection system (QCBS) as defined in the tender documents:

1.	Employer/ Owner	: <b>INDIAN BANK, Field General Manager's Office 17, Parliament Street, Delhi-110001</b>
2.	Name of the Work	: Redevelopment of Indian Bank Officer's Quarters located at plot No. 12 & 15, Block C, Inderpuri, New Delhi -110012
3.	Estimated cost of project	: <b>Rs.7.30 Crore (approx.)</b>
4.	Completion Time	: <b>18 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,</b> if required, time extension shall be considered without any cost escalation : <b>(Refer Page 24 Clause 6.1)</b>
5.	Tender Cost	: Rs.2,000/- BY NEFT. Bank/Branch: Indian Bank,Parliament Street Branch IFSC : IDIB000P582 A/c Name : FGM OFFICE (NORTH) NEW DELHI A/c Number : 50209980864 : UTR details to be submitted along with TechnicalBid.
6.	Earnest Money Deposit	: Rs.50,000/-  (BY NEFT/ Bank Guarantee) Bank/Branch: Indian Bank,Parliament Street Branch IFSC : IDIB000P582 A/c Name : FGM OFFICE (NORTH) NEW DELHI A/c Number : 50209980864 : UTR details to be submitted along with TechnicalBid. (1% of the Estimated cost of work)  If the bidder is having a valid <b>MSME and NSIC Certificates</b> , then they have to submit <b>Bid Security Declaration</b> as per format given in Page no.58
7.	Performance Guarantee	: <b>3% of the Consultant's work order value of the estimate cost</b>

		(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)
8.	Last date and time for submission tender	On or before <b>19.08.2024</b> . (03:00 PM)
9.	Pre - bid meeting	On <b>09.08.2024</b> at 12.00 hrs at FGM Office, 1 <sup>st</sup> floor, FGMO Delhi –17, Parliament Street, New Delhi-110001  (OR) Through Video Conference (e link details would be uploaded in the Indian Bank web site). In such case the tenderers to send a request letter on their letter pad requesting provision of password for the link.  All interested tenderers can send their queries through email <a href="mailto:fgmo.newdelhi@indianbank.co.in">fgmo.newdelhi@indianbank.co.in</a> before 24 hrs of the prebid date and get their queries clarified during the pre-bid meeting.
10.	Date of opening of Technical Bid	<b>19.08.2024 (03:30 PM)</b>
11.	Date of opening of Financial Bid	Will be intimated to the Pre-Qualified agencies through e-mail at a later date.
12.	Validity of Tender	One Hundred Eighty (180) days from the date of Opening of Technical Bid. If required validity will be extended by intimation up to 90 days.
13.	Site Inspection	The Interested parties can inspect the building from <b>03.08.2024 to 19.08.2024</b> during working days/hours only with prior permission from Indian Bank.

1. The tender documents can be downloaded from the Bank's website <http://www.indianbank.in/tender> and "Corrigendum, if any, would be uploaded only on the above website.
2. Tenderers are required to submit the bid in 2 parts namely Technical bid and financial bid. The Technical bid is to be submitted in sealed cover along with, Necessary documents prescribed in the Bids, Forms and EMD. The Financial bid shall be submitted in a separate sealed cover. The Technical and Financial bids are to be put in a master envelope (3rd Cover) and sealed and super-scribed 'selection of Project Management Consultant (PMC) for execution of the Proposed Redevelopment of Indian Bank Officer's Quarters located at plot No. 12 & 15, Block C, Inderpuri, New Delhi' and addressed to the Deputy General Manager, Indian Bank, FGM office Delhi, 1st floor, 17, Parliament street, Delhi- 110001

3. Bank reserve their rights to accept or reject any or all the applications, either in whole or in part at any stage of the tendering process without assigning any reason(s) therefor and no correspondence shall be entertained in this regard.
4. 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.
5. 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.
6. The companies who are registered with Micro, Small & Medium Enterprises (**MSME**) and also have the **NSIC** Certificate clearly indicating nature of work and the amount of "Quantitative Capacity Per Annum" are **exempted from the submission of Tender Cost & EMD** on submission of Bid Security Declaration.

**In case the Bid Security Declaration (as applicable) is not deposited in given format, then that bidder proposal will not be considered further.**

7. The EMD can also be submitted in the form of Bank Guarantee of prescribed amount as per format given in this document.
8. If the bidder has not provided details of the e-transfer of the tender cost and EMD in the Annexure-VII or if the Bank guarantee for the EMD is not in order, then the said bid shall be liable to be summarily rejected. EMD of the unsuccessful bidders shall be refunded after the award of work. However, the EMD of the successful bidder shall be released/ returned after submission of Performance Bank Guarantee. No interest on the earnest money shall be payable.
9. In the event of the bidder receiving the Consultancy Contract, they will have to pay 3% of the Contract value (fees) of consultancy as Performance Guarantee (PG). PG can be paid in the form of Demand Draft / Bank Guarantee of the scheduled bank by the Consultant. Amount kept under PG shall not bear any interest and same shall be returned to the Consultant after satisfactory completion of the defect Liability period of the Construction Contract.
10. If the successful bidder fails to submit the requisite Performance Guarantee within prescribed period, then bidder will be debarred from bidding as specified in Bid Security Declaration in all units of Bank and the EMD amount will be forfeited.
11. 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.

12. 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  
Field General Manager's Office  
17, Parliament Street,  
Delhi-110001**

## 1.0 Information to Bidders (ITB)

**1.1 Indian Bank, FGMO, Delhi** is willing to engage the services of Project Management Consultant (PMC) for performing management, supervising & monitoring activity on **Construction of Residential Building for Bank's Officer Quarters having Stilt + 4 floors RCC Structure** at plot No. 12 & 15, Block C, Inderpuri, New Delhi, **after demolition of the existing residential building blocks**. Further details of the services to be rendered by the PMC is given in "Scope of Work".

Indian Bank will select the PMC on the basis of Quality-cum-cost based selection system (QCBS).

**1.2 Site and its location:** Indian Bank Officer's Quarters is located at plot number plot No. 12 & 15, Block C, Inderpuri, New Delhi

The said Indian Bank Officer's Quarter (existing) has the following inside the premises:

- 1) 2 Building Blocks [each Basement +G + 4 floors]
- 2) Total 20 flats
- 3) Underground sumps

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

Plot area of 2 blocks at Inderpuri Quarters	:	830 sq.m. (approx.)
Proposed Building (expected)	:	Stilt + 4 floors
Proposed construction area (including services)	:	2350 sq.m. (approx.)

### 1.2 Site Inspection:

The Bidders (PMC) are advised visit the site & to obtain all necessary information to participate in the tender process at their own responsibility and cost before entering into a contract for the project. The tenderer will be fully responsible for considering the financial effect of any or all the factors before and while submitting their tender.

No traveling allowance (T.A), daily allowance (D.A) or any other allowance shall be paid to the Consultant for visit to the FGM Office, offices of the Bank in Delhi agglomeration area, office of the local authorities, Site visits / inspection etc.

The bidders can visit the site on **03.08.2024 & 19.08.2024**.

## 2.0 Definitions

Unless context or consistency demands otherwise the following terms shall have the meaning assigned to them as under:

2.1 '**Owner**' shall mean the **INDIAN BANK** and shall include their legal representative, successor and permitted assigns.

2.2 '**PMC/ Consultant**' shall mean the Project Management Consultant engaged by the Owner.

2.3 'Authorized Representative' shall mean the representative of Project Management Consultant.

2.4 'Project' shall mean "**Demolition of old building and Construction of new building as per Plans/ Designs for the Proposed Redevelopment of Indian Bank Officer's Quarters located in plot No. 12 & 15, Block C, Inderpuri, New Delhi-1100012**

2.5 'Services' shall mean the Project Management Consultancy for Comprehensive 'Management, supervising & monitoring of Demolition and Construction as per Plans / Designs'.

2.6 '**Architect**' shall mean the architectural Consultant appointed by the Owner for this project. The broad scope of services of Architect shall be preparation of concept, preliminary, detailed design and construction drawings for all disciplines including interior, exterior and landscaping designs etc. required for the project & approval of drawings from all statutory authorities, bill of quantities & specifications. The PMC shall co-ordinate and oversee the work of architect on behalf of the Owner.

2.7 '**Contractor**' means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the work or any connected work, including the Executing Agency itself in case any work is done directly by the Executing Agency.

2.8 "**Completion**" means when the Building(s) Structures(s) are complete in all respects along with associated services i.e ready to occupy and are actually handed over to the Employer.

2.9 "**CTE**" means Chief Technical Examiner.

2.10 "**CVC**" means Central Vigilance Commission, Government of India.

2.11 "**CAG**" means Controller Auditor General, Government of India.



### 3.0 Eligibility Criteria

#### 3.1 Minimum Eligibility Criteria:

A. The applicant should be a well established and reputed firm/ company having office in India & with a minimum period of **10 years** experience ending as on 31.03.2024 in supervising and managing civil, interior, electrical, plumbing and landscaping works as **Project Management Consultant**.

B. Should have provided Project Management Consultancy to at least one residential buildings of minimum Stilt / Ground + 3 floors.

C. Should have satisfactorily completed the works as mentioned below during the last **7 years** ending as on 31.07.2024.

(i) Three similar completed projects, each costing not less than Rs.2.84 crores

OR

(ii) Two similar completed projects, each costing not less than Rs. 3.55 crores

OR

(iii) One similar completed projects, each costing not less than Rs.5.68 crores

Similar works means experience in **Project Management Consultancy for Planning, Management and construction supervision for development of only residential buildings for various Govt./ Public Sector Organization/ PSBs/** reputed national or multinational companies (whose turnover is above Rs.100 crore per annum).

D. Average annual financial turnover shall be at least Rs.0.30 crores which should have been received as contractual payment for providing Project Management Consultancy services for the works executed for the Govt./ Public Sector Organization/ PSBs/ reputed national (whose turnover is above Rs.100 crore per annum) in any **Three Financial** years ending 31<sup>st</sup> March 2024, out of last 5 years.

The tenderer shall enclose with its tender, detail of contractual payment received (as per the format specified in Annexure- VI) duly signed by the tenderer and statutory auditors duly notarized/ Chartered Accountants, stating the Project Management Consultancy fee received in last 3 (three) financial years.

The tenderer shall submit TDS certificates/ Form-26AS/ Form-16A and Audited balance sheets/P&L Account clearly indicating the Consultancy Fee

received for Project Management Consultancy services declared in Annexure-VI.

In case, the tenderer/s is a partnership firm, the turnover etc. shall be in the name of partnership firm only.

- E. The Tenderer should be a profit (net) making firm year ending 31/03/2024. The agency should not have incurred any loss (profit after tax should be positive) in at least 3 years during last five years ending 31st March 2024 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.

Bidders please note the following:-

- a) The Architect Consultant as referred in Clause 2.6 (page 7), or any or its associate company/ subsidiary company, are not eligible to apply for this RFP.
- b) Any Public Sector Undertaking set up by the Central or State Govt. to carry out Civil or Electrical works as per GFR 133(3) can participate in the bid. Other Central / State Govt. Organisation / PSU notified the Ministry of Urban Development for such purpose can participate in the bid. Memorandum of Agreement to be submitted along with the tender as documentary evidence for this purpose.
- c) The agency should not be under liquidation, court receivership or similar proceedings.
- d) The consultant should also have a full-fledged office or should be ready to establish an office in Delhi agglomeration area within 1 month from the date of award of work. Preference marks will be given to those who have office in Delhi.

## 4.0 Scope of Services

4.0 The broad scope of the works / Terms of reference shall be:

4.1 The scope of services of PMC shall include all project management tasks that need to be performed during demolition of existing building, construction of new building and for their commissioning. It shall include but not be limited to the services as listed hereunder para 5.0 including all its sub paras.

4.2 In the process, the PMC shall monitor and control the progress to keep the works completed on Schedule and within Budget.

4.3 The PMC shall be fully responsible for monitoring quality and standards for the project and shall ensure for necessary statutory compliances/ Banks/ CVC guidelines.

4.4 The PMC shall ensure that all the components of the work are carried out in full compliance with the engineering design, technical specifications and contract conditions.

4.5 The PMC shall make adequate and correct documentation of the project for dealing with legal and contractual aspects of the civil works.

4.6 Consultants are required to provide particular emphasis on safety during construction.

4.8 Certain development works at site may envisage to be executed by the Bank. For the works that are assigned directly by Bank, PMC shall not need to manage, inspect and ensure works execution, unless and until it is instructed to do so.

4.8 It shall however still be required to ensure routine coordination with each such agency to conduct overall site security.

## 5.0 Brief Scope of Work

- 5.1 The Project Management Consultant (PMC), acting as project manager for and on behalf of the Owner, will monitor, coordinate, manage, evaluate and administer all project processes including activities of various participant's in the Project in accordance with approved project requirements, DPRs, Specifications, Schedules, Budgets, Quality and Health, Safety & Environment (HSE) parameters. PMC shall ensure that all necessary documentation is collected, checked, suitably communicated, filed and submitted to the owner for record as per their convenience/ satisfaction.
- 5.2 PMC shall act as Engineer – In – Charge of all project works and supervise all the works, check and certify all measurements and bills and recommend for their payment. PMC shall keep the owner informed through a well-designed Management Information System (MIS) on the physical & financial progress of the Project at regular intervals or as directed by the Bank. PMC shall use competent software for PMC functions.
- 5.3 PMC shall ensure that all project activities, measurements etc. are in accordance with the latest IS codes and other relevant statutes.
- 5.4 To ensure implementation of all project processes, PMC shall liaise with and provide all requisite information, support and assistance to the Owner, all appointed consultants including their sub- consultants, and all other individuals, agencies and organizations as may be deemed fit by the owner during the entire period of contract.
- 5.5 PMC shall be duty-bound to act on the directions of the owner in all project matters and shall perform, or cause to be performed all the identified initiatives and milestones strictly in accordance with such directions. Also, the owner will in no manner whatsoever be bound to act on the advice of PMC in any matter related to the project.
- 5.6 PMC will plan, coordinate and execute the activities leading to the construction of buildings and infrastructure developments on site. All the activities till the completion of buildings & their handing over will be taken care of by PMC. All functions, other than those assigned to the Architect as per scope of work, required for developing the total infrastructure till handing over of the completed buildings and other infrastructure of the campus, will have to be performed by the PMC.
- 5.7 PMC will review, study and analyse the briefs, designs, concepts, preliminary & detailed designs, estimates, etc. and get the work executed as per specifications & requirements approved, by following applicable Bank's Guidelines/ CPWD / Govt. procedures.

- 5.8 PMC will coordinate with the contractors for timely execution/ completion of the project based on functional requirement of the Owner. In addition to this PMC shall also ensure that the contract clauses whether related to quality or quantities of work are respected and the works are executed in accordance with its provisions.
- 5.9 The PMC will supervise the construction work to ensure adherence to the drawings, prescribed high standards of quality and timely completion of the project and verify and certify the Building Contractor's bills to Owner for payment.
- 5.10 PMC will make all engineering decisions (on behalf of Owner) including necessary correspondence with architects, contractors etc. required for the successful and timely implementation of the Project after consulting with Owner.
- 5.11 PMC will ensure adherence to relevant CPWD specifications, BIS codes, IS codes, CVC guidelines, environment and other regulatory requirements and will also ensure observance of all formalities/ documents/ day to day activities as defined in CPWD Works Manual for execution of 'Works Contract' and as directed by Owner from time to time.
- 5.12 Owner may at its discretion, hire the services of an independent agency for quality audit for checking and ensuring the quality of construction or an independent agency for checking the measurements to which the PMC will render due assistance in discharge of their duties.
- 5.13 The construction work is open to technical/ quality audit/ financial audit by any authorized Government agency to which the PMC will render assistance in discharge of their duties.
- 5.14 PMC shall be fully responsible for quality control and shall put in place such measures as are essential for ensuring regular on site quality checks. The PMC shall ensure third party test of materials and any equipment (preferably from a Government Institute like IIT/ NIT/ NABL Accredited Lab etc.), if required as per the provisions given in Works Contracts.
- 5.15 The project shall be headed by sufficient competent persons having relevant experience and of impeccable integrity. The PMC shall submit the tentative organization chart for managing the project so that appropriate decisions are taken quickly. However, the actual number of technical personnel to be deployed and the deployment schedule shall be prepared by the PMC and mutually agreed upon after award of work. This schedule shall be prepared in a manner that all the functions required to be performed by the PMC as per the scope of their work are performed completely and efficiently. The deployment schedule shall be reviewed from time to time and necessary revisions / adjustments shall be made in the schedule as may be found necessary on the basis of joint assessment of the site requirements by the Owner and the PMC. The Project Head and other

officials assisting Project shall not be changed during the implementation of the project except with concurrence of Owner.

5.16 PMC shall execute the project in a time bound manner and hand over the building / other works complete in all respect certified by Owner within the time limit stipulated in the contract agreement of "Building Contractor(s)". PMC shall ensure that no time and cost overrun occurs. PMC shall provide Construction Management Services from the start of construction and handing over of the project to the Owner for use. It shall also be the responsibility of the PMC to liaise and coordinate with various agencies for smooth execution of the project. Responsibilities of Project Management Consultant for construction stage shall, inter-alia, be as under:

- (a) Prepare detailed coordinated construction schedule.
- (b) To ensure that the construction drawings are finalized after coordination with other consultants and all agencies to have clear demarcated responsibility.
- (c) Check and finalize firm's detailed program of activities commensurate with the RFP provisions.
- (d) Check and approve all firms, sub-firms and agencies through Owner for carrying out the works.
- (e) Day-to-day supervision of work to ensure proper quality, workmanship and timely completion of the work by employing adequate number & level of engineers & supervisory staffs as per engineering practice.
- (f) Checking fabrication drawings, bar-bending schedules and all other architectural/Structural details during construction.
- (g) Conduct site meetings & coordination meetings with all agencies prepare MOMs, Correction/ rectification reports etc. for timely completion of the project to the owner.
- (h) Carry out quality assurance checks & adhere to maintain quality reports.
- (i) Provide effective coordination between various agencies working at the site and the firm to ensure timely availability of the inputs required for un-interrupted construction at site all in accordance with agreed program of the activities.
- (j) Fully responsible for getting the project work executed as per drawings & specifications and should also ensure completion of job, quality expectations, within sanctioned cost outlay of the project. In case of any deviation from the preliminary approved drawings during execution of the works, the same shall be referred to OWNER for approval.

- (k) Rendering timely advice for implementing special measures for effecting cost/ quality/ time benefit for the project.
- (l) Interact & Liaise with OWNER to understand, integrate and link the services to the building services.
- (m) Provide detailed justification for necessity of changes in terms of design, quantities, and specifications etc. & obtain approval thereof from Owner with cost implication. In case there is likelihood of excess expenditure over the approved preliminary estimates at any stage of work, PMC shall submit revised detailed estimates along with justification for effected items of work for approval from Owner.
- (n) Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the Contractors/ Vendors/ Firms.
- (o) Check and inspect testing of materials and work as required. If so required, testing and checking of manufactured items have to be carried out at the manufacturer's factory as per provision in the Contract.
- (p) Drawing up and putting in place a Quality Assurance Plan as well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site.
- (q) Checking and Certification of contractor's/ supplier's running and final bills of the works executed for the purpose of payment to be released to the construction agencies.
- (r) To reply and settle the observations/ objections/ paras (if any) of the Chief Technical Examiner, Audit or any other checking / investigating agency of the Government/ Bank.
- (s) Final inspection, snag reports, supervision of testing & commissioning of various systems and assisting the Owner in taking over of various parts of works and of various systems.
- (t) Generate and submit to the Owner time-to-time progress reports in the agreed formats and at the agreed frequency. For this all the necessary data relevant to the execution of work including materials brought and consumed at the site, hindrances if any, records of daily labor deployed etc. shall be maintained.
- (u) PMC shall also apprise the Owner of the progress and/ or activities of the project on Daily/ weekly/ fortnightly/ monthly basis as deemed fit by the Owner by preparing and submitting monitoring reports. The report shall inter-alia include the following:

- Name of Project, Owner, Project Management Consultant, Architect and contractors.
- Scope of Works of contractors
- Date of Commencement/ Date of Completion: Scheduled & Actual
- Major Issues and Decisions Pending including Drawings Constraints (if any), Site constraints (if any), Equipment Constraints (if any)
- Status of Progress of Work: Flow Chart & Bar Chart.
- Areas of Concern
- List of Registers Maintained by PMC
- Labor Deployment Chart.
- List of Equipment Mobilized at Site
- Materials/Personnel at Site
- Status of Payment to contractors
- Quality of Material / Tests
- Cost Split Up of the Package
- Photographs of the Site
- Site Order Book
- Visitor's Site Inspection
- Ensure all statutory inspections and checks.
- Any other important items as deemed fit.

5.17 PMC shall be fully responsible for dealing with the Arbitration cases, if any raised during limitation period, for contracts entered between Owner and various agencies. PMC will prepare claims/ counter claims, attend hearings and provide all necessary assistance to Owner till final settlement of disputes which shall be governed by following Arbitration & Conciliation Act 1996.

#### **5.18 Architectural & other details:**

The Project Management Consultant (PMC) will ensure that all design, drawings, details, specifications including those of Architect / Building Contractor are sufficient for execution of the Project. In case any drawings, details etc. are lacking in the opinion of the Consultant, the same shall be intimated to the Employer in writing. The Consultant may also liaise with the Architect/ Building Contractor for providing / making good the deficiencies to avoid any delay of the project, keeping the client informed of such liaison with the Architect/ Building Contractor, for which, PMC will act as below:

#### **(i) Project Management:**

- ii) Conduct 'Kick-off' project meetings to facilitate total project review;
- iii) Prepare Work – Break down Schedule for the project based on financial model and time.



- iv) Prepare systems for Cost Controlling & Time Management.
- v) Prepare master project schedule & project execution plan and present the same for approval to Owner. Identify Critical Path Activities and establish sign off dates for key activities.
- vi) Establish key project risks, bottlenecks and set plans to mitigate them.
- vii) Co-ordination with the Architect for Architectural drawings in terms of clarification, modification if required due to site conditions. Also, co-ordination with respect to utilities & services, interior and landscape works for smooth and efficient functioning of the project.
- viii) Work should be executed based on Employer's conceptual guidelines and approved architectural designs.
- ix) Ensure that applications for statutory approvals and consents etc are submitted in accordance with programs and bringing it to the notice of the Employer for any potential delays.
- x) Provide Value Engineering service that will result in economical and quality product.

**5.19 Activity to be ensured at Pre-Construction Stage:**

- i) Discussions with Owner and finalization of project brief including illustrating the Owner's requirements.
- ii) Checking of the Architectural, technical specifications, services and all other drawings submitted by Architect/ Master Planner to ensure their completeness/ correctness.
- iii) PMC will be responsible for review the structural drawing prepared by Architect and can suggest any remedial measures as per site condition, if required.
- iv) Ensure timely collection, checking and submission of shop drawings/ technical submittals viz. material specification sheets, technical literatures and ensure that GFC (Good for Construction) drawings are followed for execution.
- v) Hold vendor interaction meetings, pre bid meetings and ensure clarity on queries generated.
- vi) Preparing detailed PERT/CGM charts.
- vii) Cash flow chart.

- viii) Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the PMC and the decision of Owner shall be final in this regard.

## 5.20 Activity to be ensured at Construction Stage:

### (i) Construction:

- (a) Analysis for the various project related activities with reference to time frame, resource allocation & scheduling using latest techniques and software as approved by the Owner.
- (b) Attend periodic meetings to review the progress of the project works in terms of various buildings and services. Such meetings shall be held with the Architects, Firms, Employer and Sub-Consultants (if any).
- (c) Review and monitor the Firm's quality control and quality assurance procedure in co-ordination with the Architects.
- (d) Manage and inspect on site activities / day-to-day supervision of works under execution to achieve high quality construction and installation in accordance with drawings and specifications; construction and installations are as per design intent and as per approved method statement; right sequence of construction is followed.
- (e) Construction is as per time lines; material delivery schedules are as per project time lines;
- (f) Monitor project development at project site against agreed scheduling and co-ordinate for finalizing the mitigation plan in case of delay.
- (g) Update/ revise project scheduling, developmental goals and achievements of Contractors in co- ordination with all stakeholders.
- (h) Record measurement of works under execution in proper Measurement Books (MB) and keep proper custody of the MBs to be produced for inspection, of measurement records whenever needed;
- (i) Provide the Employer and the Architect with necessary data required for expeditious decision making.
- (j) Furnish Financial & Physical progress reports as required by OWNER based on predetermined formats & time schedules.

- (k) Checking of bill of the quantities prepared & submitted by the firm including cost estimates.
- (l) Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the PMC and the decision of OWNER shall be final in this regard.

**(ii) Cost Management:**

- (a) Prepare and maintain project master cash flow.
- (b) Establish a design control system to identify changes, so that timely action may be taken in order to remain within budget.
- (c) Obtain authorization of Employer for variations in design when agreed limit of authority is exceeded.
- (d) Scrutinize and check applicability of extra items, substituted items, deductions, reductions etc. which have cost implications and take prior approval of the Employer in authorizing such changes in works.
- (e) Scrutinize construction bill, prepare regular valuations and payment certificates of Firms' / Vendors bills for payment in accordance with the contract, after ensuring deductions of statutory taxes.
- (f) Submit to Employer periodical statement of costs incurred at various stages of works and provide to Employer deviation statement of costs compared to budgeted costs for various stages against cash flow.

**(iii) Safety Programs:**

- (a) Have adequate safety supervision in place to ensure that safety programs set up by the firms/agencies are in compliance with prevalent laws and regulations.
- (b) Review safety programs developed by each of the trade firms, prepare and submit a comprehensive safety program.
- (c) Monitor day to day implementation of safety procedures.

**(iv) Labor Regulations Compliance:**

- (a) Co-ordinate Firms' compliance with requirement of Labor Laws, Welfare measures as per the law of land.
- (b) Co-ordinate with Firms' execution of works including off-site movement of materials to ensure that there is minimal disruption in the neighborhood.

### 5.21 Activity to be ensured Post Construction Stage:

During this phase, the activities are likely to be as under:

- (i) Settlement of all accounts of the firms.
- (ii) Witness testing & commissioning of all utilities and certify the same.
- (iii) Provide project completion report which shall contain all technical, functional and financial information of the project.
- (iv) Co-ordinate with vendors/ firms and arrange for user operation & maintenance manuals and training to client's representatives. All warranties and guarantees on equipment/fixtures etc. procured by the firms shall be in the name of Owner. For specialized works like lifts, air conditioning, DG sets, power substations, fire-fighting etc. a suitable operation and maintenance provision be made by PMC with the stipulation that after handing over of these works, Owner shall enter into a supplementary agreement for operation and maintenance with the firms on same terms and conditions.
- (v) Provide adequate engineering and supervisory staff for day to day inspection / monitoring of works and during Defect Liability Period and issue of timely notice to vendors/ agencies for rectification of defects, if observed.
- (vi) Provide all DOCUMENT / reports / statements of facts / counter statement of facts for settling Audit / CTE's observations and arbitration cases etc. including attending the hearings as and when required by the Owner and providing necessary support as may be required by the Owner from time to time.
- (vii) Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the PMC and the decision of Owner shall be final in this regard.

### 5.22 Other Responsibilities of PMC:

- (i) Settlement of all accounts of the firms including reconciliation of materials supplied to the firms if any.
- (ii) Ensuring of defect liability activities by the firms during the respective liability period.
- (iii) Preparation of Final Report, which shall contain technical & financial information of the project.

- (iv) Records related to the PROJECT & maintained by PMC during PROJECT execution shall be handed over to the OWNER on completion of the PROJECT.
- (v) PMC will ensure all possible mandatory tests at site.
- (vi) Checking & finalization of final estimates, assisting in the audit/ technical observation, etc. (if any).
- (vii) PMC shall prepare draft replies and get it vetted from Owner in replying to the observations made by CTEs branch/ CAG Audit/ Vigilance etc., if required.
- (viii) PMC shall handover the campus complete in all respect, free from all encumbrances including the vacation of temporary workers' hutments etc. at site, if any to the Owner.
- (ix) PMC shall maintain all registers/ records during execution of works as stipulated in extant CPWD Works Manual (amended time to time).

#### **5.23 Obligation of OWNER:**

- (i) The OWNER shall designate in writing a representative or representatives, authorized to act on its behalf with respect to the project. This designated representative shall interact with PMC on all matters.
- (ii) To provide assistance to the extent possible to firm for obtaining electrical and water connections.
- (iii) OWNER shall hand over the site to PMC for execution of the work.
- (iv) To pay bills of PMC.

#### **5.24 Deployment of PMC Personnel:**

Owner shall instruct the consultant to empanel personnel in advance, for the PMCs as it may deem necessary as per the implementation plans of projects. The Consultant shall submit CVs of personnel proposed to be deployed within 15 (Fifteen) days of written intimation issued by Owner. The qualifications and experience of personnel shall conform to the qualifications and experience set out in this tender. The age of Team Leader shall not exceed 60 (Sixty) years and should not exceed 55 years for the other members of the team. However, the maximum age can be relaxed by Owner in case of exceptionally deserving candidate. Owner may conduct interview of each personnel at their Delhi office if found necessary. All the cost related to the interview shall be borne by the Consultant. If the personnel are found suitable, a written approval shall be issued by Owner. If any personnel is not found suitable, Owner shall

request the consultant to submit other CVs and the same procedure of approval shall follow.

The personnel approved by Owner shall be deployed by the Consultant within 15 (Fifteen) days of written intimation issued by Owner.

#### **5.25 Replacement:**

- (i) Should it become necessary due to unavoidable circumstance to replace personnel of the team specified by name the consultant would forthwith provide a replacement acceptable to the Owner with comparable or better qualifications and an interview shall be conducted by Owner at their desired office/ location with no extra cost with that replaced personal. The personal shall only be engaged after approval of Owner. In the event that the person replaced is, at the time of replacement, in the field, the consultant shall bear the travel and other related costs arising out of or incidental to the replacement. The rate of remuneration allowable for such replacement shall be the same as agreed between the OWNER and the consultant for the person being replaced.
- (ii) In the event that any of the personnel is found by the Owner to be incompetent, or guilty of misbehaviour or incapable in discharging the assigned responsibilities satisfactorily, the Owner 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 OWNER.
- (iii) The decision of OWNER in such event shall be final and binding on the consultant.

5.26 PMC, within one month of issue of Letter of Intent to the selected contractor by Owner, shall open, a fully functional, IT-enabled and equipped office with a team of fulltime personnel at the project site. All staff appointed and/or stationed at the said office shall need to be to the acceptance of and with the approval of the Owner. The required office furniture, fixtures & IT essential shall be brought by the PMC.

5.27 PMC shall depute at project site, for the entire period of contract, the following competent, qualified and experienced technical staff with relevant field experience on similar projects: (1) One graduate Civil Engineer preferably with a postgraduate degree or equivalent in civil engineering / management; minimum fifteen years of experience; maximum age limit 55 years (2) One graduate Electrical Engineer; minimum ten years of experience; maximum age limit 55 years. The Bank, at its sole discretion, may relax the minimum age by an additional five (5) years in the case of highly competent or highly qualified or highly suitable candidates, upon specific request to this effect from the PMC. In addition to above minimum technical staff, PMC shall appoint (diploma in civil

- engineering with 5-year experience) at the project office, as may be required for necessary due diligence on its part.
- 5.28 Besides regular site supervision by professionals posted at site, PMC shall depute, with prior approval of the owner, highly qualified and well experienced experts/ professionals from different disciplines for periodic monitoring, supervision and evaluation, on routine basis during the entire period of contract. The owner, at its sole discretion, reserves the right to accept or reject any professional suggested for deputation, if in the opinion of the owner, such professional is not adequately qualified / competent / professionally disposed for the owner's works.
- 5.29 The status/ designation/ qualifications of the representative(s) of PMC who will be allowed to deal/ interact with the owner and/ or its representatives, the Architectural Consultant, other consultants and designated committees/ groups etc. shall be the matter of discretion of the owner and the decision of the owner in this regard shall be final and binding on PMC.
- 5.30 PMC shall respond to the queries raised of the owner within 7 days or lesser time as soon as possible considering the nature of query and its impact on the project.
- 5.31 PMC shall not assign or subcontract any portion of these services without the prior consent of the owner in writing. However, PMC, after the award of the contract, may engage, at its own cost but with prior approval of the owner, any number of sub- consultants considered suitable for the part of services which may require specific expertise subject to the condition that the overall responsibility of performance under the contract shall always lie with PMC only.
- 5.32 PMC shall be required to work in close coordination, provide requisite information, and be available for meetings with the Design Consultant and other persons/ organizations associated with the construction, in all such matters as directed by the owner.
- 5.33 The decision of the owner will remain final in all matters relating to the interpretation of architectural design and related architectural details; and PMC shall be bound to execute such decisions to the satisfaction of the owner.
- 5.34 The ownership of all the schemes, proposals, documents, drawings, reports, data and communications that shall be generated, processed and/or disseminated by PMC, including their formats of collection, analysis, processing, documentation, and reporting in fulfilment of the scope of services as PMC, shall rest with the owner and no claim whatsoever shall be admissible on the owner in respect of any proprietary rights or copyrights of the same on the part of PMC.

5.35 The owner, at its sole discretion and without assigning any reasons whatsoever, reserves the right to appoint any individual and/or organization as it may deem fit to render the whole or part of services covered in this RFP, for the present phase of work and any subsequent phases thereafter, in the interest of timely and qualitative completion of construction works.



## 6.0 Bid Conditions

- 6.1 The projected cost of construction is approx. Rs. 7.30 Crore for which Consultancy Services are required. Time Limit shall be 18 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.
- Pre-construction stage till appointment of contractor: 2 Months
  - Construction stage i.e. Construction of Project (scope of contractor): 18 Months
  - Post Construction stage i.e. defect liability period: 12 months from the date of virtual completion certificate.
- 6.2 Owner reserves to itself the authority to reject any or all of the bids received and changes in the scope of the work without assigning any reason. The Owner also reserves the right to itself to terminate the bidding process at any stage of the project without assigning any reason.
- 6.3 The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.
- 6.4 Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable for rejection.
- 6.5 The offer shall remain open for acceptance for a period of 180 days from the date of opening of 'Technical Bids' or extension requested thereof by the owner.
- 6.6 Bidder must ensure before submitting the bid that each and every page of the bid documents is signed by the authorized officer of the organization. The bid document shall form a part of the contract agreement. The successful bidder on acceptance of their bid by the Accepting Authority, and issue of letter of intent/ award of work shall, within 10 days, sign the contract agreement.
- 6.7 To obtain first-hand information on the assignment and on the local conditions, bidders are advised to visit the site. Bidders are expected to be informed themselves of local conditions and take these into account while preparing their bids.
- 6.8 Financial Bid shall be opened later among the technically eligible bidders.
- 6.9 The administrative charges for PMC shall be all inclusive but excluding GST and shall be quoted in terms of percentage of project cost both in figure & in words duly signed by the Authorized Signatory to be indicated in the prescribed format provided. GST as applicable shall be paid extra.

## 8.0 Evaluation Criteria

Combined Quality cum Cost Based System (QCBS) as detailed elsewhere in the tender.

### 1) Technical Proposal

- a) 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.
- b) While preparing the Technical Proposal, bidder must give particular attention to the following:
  - i. Consultant should have requisite expertise while making the offer.
  - 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.

### 2) Evaluation of Technical bid

The owner shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, bid shall be evaluated as under:

#### Attribute-A

S.No.	Criterion	Evaluation Criteria
<b>A</b>	<b>Technical Manpower</b>	<b>25 marks</b>
(i)	Presence of in-house professionally qualified staff in the indicative categories (Details to be filled in Annexure-III)	
	Civil Engineers (B.Tech./B.E. & above)	<b>Max.10 marks</b> <ul style="list-style-type: none"> <li>• 3 Engineers and Above - 10 marks</li> <li>• Between 1 to 2 Engineers - 07 marks</li> </ul>
	Electrical Engineers (B. Tech./B.E. & above)	<b>Max. 5 marks</b> <ul style="list-style-type: none"> <li>• 01 Engineers and Above - 5 marks</li> </ul>
	Architect on roll (B. Arch. & above)	<b>Max. 10 marks</b> <ul style="list-style-type: none"> <li>• 02 Architects and Above - 10 marks</li> <li>• With upto 01 Architects - 5 marks</li> </ul>

<b>B</b>	<b>Past Experience</b>	<b>40 marks</b>
i	Experience in similar works handled during last 7 years ending 31.03.2024: (Projects successfully completed) (Details to be filled in Annexure-IV and Proof to be submitted)	Max.10 marks <ul style="list-style-type: none"> <li>• 1 or more projects, of each not less than Rs. 5.68 corers - 10 marks</li> <li>• 2 or more projects, of each not less than Rs.3.55 corers - 7 marks</li> <li>• 3 or more projects, of more than Rs.2.84 corers - 4 marks</li> </ul>
ii	Experience of handling similar works costing not less than Rs.5 crores to the Govt./ PSUs/ PSBs during last 7 years ending 31.03.2024: (Projects successfully completed) (Proof to be submitted)	Max.10 marks <ul style="list-style-type: none"> <li>• At least 3 projects - 10 marks</li> <li>• At least 2 projects - 7 marks</li> <li>• At least 1 project - 4 marks</li> </ul>
iii	No. of years of operation in the relevant field  (Proof to be submitted)	Max.10 marks <ul style="list-style-type: none"> <li>• More than 25 years - 10 marks</li> <li>• Experience between 15 to 25 years - 7 marks</li> <li>• Experience between 10 to 15 years - 4 marks</li> </ul>
iv	Performance of work from the previous works  (Proof to be submitted)	Max. 10 marks <ul style="list-style-type: none"> <li>• Excellent - 10 marks</li> <li>• Very Good - 5 marks</li> <li>• Good / Fair - 3 marks</li> </ul>
<b>C</b>	<b>Financial Capability</b>	<b>25 marks</b>
i)	Average Annual Financial turnover in last five financial years. (received as contractual payment for providing Project Management Consultancy services) (Details to be filled in Annexure-VI and Proof to be submitted)	Max. 10 marks <ul style="list-style-type: none"> <li>• More than 30 lakhs 10 marks</li> <li>• Between 10 lakhs to 30 lakhs 05 marks</li> </ul>
ii)	Average Annual Profit during last three financial years (Details to be filled in Annexure-VI and Proof to be submitted)	Max. 15 marks <ul style="list-style-type: none"> <li>• More than 06 lakhs 15 marks</li> <li>• Between 03 lakhs to 06 lakhs 10 marks</li> <li>• Between 01 lakhs to 03 lakhs 05 marks</li> </ul>
<b>D</b>	<b>Presence</b>	<b>10 marks</b>
	Location of Office (Either Head office/ Branch Office) (Proof to be submitted)	Max. 10 marks <ul style="list-style-type: none"> <li>• Delhi - 10 marks</li> <li>• NCR - 7 marks</li> <li>• In India - 4 marks</li> </ul>
	<b>Total</b>	<b>100 Marks</b>

- a) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid.
- b) The evaluated Bid will be given a **Technical Score (TS)**. The minimum technical score required to qualify technical evaluation (Stage – I) is 80% marks. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. Owner will notify bidders who fail to score the minimum technical score about the same and the Financial Bids of such failed bidders will not be opened.
- c) Owner will notify the bidders who secure the minimum qualifying technical score, indicating the date and time for opening of the Financial Bids. The notification may be sent by mail.

### 3) Financial Proposal

- a) 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 Bank's website.
- b) The Financial Proposal/ Commercial bid is provided along with this tender document at <http://www.indianbank.in/tender>. 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.
- c) Bidder must quote percentage fees on projected cost of construction for which consultancy is required i.e. Rs. 7.30 Crore. (approx.).
- d) 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.7.30 Crore.
- e) The Bidder have to quote amount excluding GST (GST will be paid as applicable).
- f) 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.

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

- a) The completed Technical Proposal and Financial Proposal must be submitted on 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 submit 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 received on time.

- 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.

## 5) Opening and Evaluation of Bid

### a) 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-A.

### b) FINANCIAL PROPOSAL EVALUATION

The Financial Bids will be opened only of those bidders who secure 80% marks and above in technical bid (Stage –I). The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services and should be stated in % only (Annexure V).

## 6) Award of contract:

Selection of Bidder for Award of Work: The final selection of the tenderer for the award of work will be based on the scores secured by it in the Technical bid (Stage- I) and the price quoted by it in the financial bid (Stage-II) as detailed below:

- i) 70 % weightage will be considered for **Technical Score (TS)** obtained in the Technical bid (stage -I).
- ii) 30 % weightage will be considered for the price quoted by the bidder in the financial bid, this will be termed as **Financial Score (FS)**.

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.

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

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

'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.

iii) For the purpose of calculation of **Composite Score (S)** for each bidder, the weightage shall be 70 % for the Technical Score (Stage - II) (TS) and 30% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

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

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 top scorer H 1 would be eligible for award of work.

## 8.0 Terms & Conditions of Engagement

### a) Responsibilities of The PMC

- a. Subsequent to signing of the agreement, the PMC shall take possession of all encumbrances free site from the Employer and shall nominate a responsible Engineer for execution of the project under intimation to the Employer.
- b. The planning for execution of the project shall be done by the PMC in consultation with the Architect/ owner. The PMC shall scrutinize the detailed estimates prepared by the Architect and tender document for selection of contractor, detailed architectural scheme and service drawings required for execution of the Project after getting the concept and specifications approved from Employer / Architect. While detailing the scheme, PMC shall provide only those requirements, which can be accommodated within approved estimated cost, as per priority decided mutually between the Employer / Architect & the PMC.
- c. PMC shall assist in preparing preliminary estimates of cost of the various items of work, in coordination with Architect, as required by Employer on CPWD plinth area rates (where ever applicable) enhanced by the cost index of the area and market rate analysis for items which are not included in CPWD, PAR, to be worked out as per standard methods.
- d. PMC shall execute the works at sanctioned cost inclusive of agency charges for project management and planning, PERT/ CPM, consultancy services. In case at execution stage, if there is an increase in this anticipated cost, the Execution Agency shall submit the details of the same with the supporting documents and technical/ administrative justification to the Owner.
- e. PMC shall assist in preparing the tender documents comprising the technical specification BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders and appointing contractors.
- f. The PMC shall assist owner in inviting the open tenders or tenders from the short listed pre-qualified contractors/agencies meeting prequalification criteria for different packages for completion of the project.
- g. PMC shall be wholly responsible for any observations/ comments/ defects pointed out by C.T.E/C.V.C/C.A.G in the planning & procedures of execution of this project.
- h. PMC shall be fully responsible for the timely completion, the quality and structural safety of the construction.
- i. Any defects discovered and brought to the notice of the PMC during the period aforesaid shall be rectified by the contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor.
- j. The PMC shall unless otherwise specified be fully responsible for procurement of all materials and services for the Construction activity.
- k. During the various stages of execution, PMC shall submit monthly progress reports with site photographs.

## **b) Responsibilities of The Owner**

9.1 The owner shall demarcate and make available the site for the project.

9.2 The owner shall exercise its responsibility of the Project by signing the drawings required for Statutory Authorities and also by giving necessary authorization to PMC for the planning & construction as contemplated in this agreement from time to time.

9.3 Owner or any person authorized by them may inspect and check the 'Construction Work' from time to time to see that the project / various buildings are being constructed as per drawings & specifications as provided in the approved Estimate. If during the inspection, any defects or variation without the written request of the Employer/ Owner are found shall be rectified by the Execution agency at their own cost.

9.4 Owner shall release the funds/ payments promptly to ensure that the progress of work should not hamper due to non-availability of fund.

9.5 Owner shall make all the statutory payments to the local Government or any other statutory body or bodies relating to the project.

## **c) Completion of the Project**

- 1) The date of start of the work shall be informed in the award of work or letter of intent to be issued by the Owner.
- 2) The work has to be completed in a time bound manner. The work shall be completed in all respect within a period of 18 months decided upon from the date specified in Clause 6.1 above.
- 3) When the construction of all the buildings along with other site development works are completed in all respects i.e. all civil structural, electrical, mechanical, PHE fire, services works etc. are completed, equipment installed & aligned, and statutory approvals obtained etc., PMC shall notify the Employer in writing that the Project has been completed in all respect.
- 4) Upon notification of completion of buildings/ works in writing by PMC, Owner's team will inspect the same prior to the occupancy. Any defects observed shall be informed to the PMC at the earliest. The PMC shall ensure the rectification of such defects prior to the occupancy at no extra cost to the owner.
- 5) The date of acceptance by the Owner as aforesaid along with No Objection Certificate (NOC) for occupation or Completion Certificate from statutory authorities shall be deemed to be the date of completion of the Project (hereinafter called COMPLETION) for the purpose of this CONTRACT. However, this does not exclude the responsibility of the PMC to obtain the completion certificates through



Architect and submit to the Employer and also their responsibility for the defect liability period.

#### **d) Liquidated Damages**

- a) PMC liable to pay damages to Owner in case of delay in completion of the project beyond the time limit stipulated in clause 11 solely attributed to the PMC @ 0.50% (zero point five percent) on consultancy fee for each week of delay subject to maximum of 10% (ten percent) of the consultancy fee.
- b) If the agreement is terminated pursuant to Clause 10.6, the Owner may levy liquidated damages of limited to 10% of the total value of fee payable to the PMC.
- c) In case completion of the project delayed due to reasons attributable to the contractors/ agencies/ suppliers engaged for the project, PMC shall impose liquidated damages @ 0.5% (zero point five percent) on awarded contract value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value which shall be retained by the Owner. However, owner may exempt the same from contractor with the recommendation of the PMC.
- d) When any penalty damages or sum is withheld from payment to the contractor/s on account of defective work, the PMC's fees in respect of the total value of such defective work shall not be taken into consideration while calculating the fees of PMC.

#### **e) Bonus**

PMC shall be paid a bonus of 0.25% (zero point two five percent) per month fee payable to the PMC for completing the work ahead of the scheduled completion time. The bonus shall be released after releasing the final bill of contractor by the Bank.

For example, if the project is completed before 3 months of scheduled time, the bonus amount will be - PMC cost X 0.5% X 3 months.

#### **f) Termination**

Subject to other provisions contained in this clause, the owner may, without prejudice to its any other rights or remedy against the PMC in respect of any delay, abandonment, inferior quality or work, any claims for damages and/ or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the PMC, having been given by the Owner a notice in writing that the work is being performed inefficiently or quality checks are not being made or otherwise in improper or un-workmanlike manner, shall omit to comply with the requirement of such notice within a period of seven days thereafter.

- (ii) If the PMC being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a manager or which entitle the court to make it winding up order.
- (iii) If the PMC persistently neglects his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Owner.
- (iv) When the PMC has made himself liable for action under any of the cases aforesaid, the owner shall have powers:
  - (a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the PMC under the hand of the owner shall be conclusive evidence). Upon such determination or rescission the full security deposit and performance bank guarantee recoverable under the contract shall be liable to be absolutely at the disposal of the owner.
  - (b) To appoint another PMC to complete the project/ projects in which case any expenses which may be incurred in excess of the sum which would have been paid to the original PMC if the whole work had been executed by him (of the amount for which the certificate in writing of the owner shall be final and conclusive) shall be borne and paid by the original PMC and may be taken from any money due to him by the owner under the present contract or any other account whatsoever or from his security deposit or performance bank guarantee or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the department are less than the amount payable to the PMC at his agreement rates, the difference shall not be paid to the PMC.

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

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

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

## 16.0 Special Conditions Of Contract (SCC)

1) The language is: English

2) The Address are:

For the Bank: Field General Manager's Office, 17, Parliament Street, Delhi-110001

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

[ashok.kumar4@indianbank.co.in](mailto:ashok.kumar4@indianbank.co.in)

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) 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 1, hereto.

**8) The payment schedule envisaged is:**

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

## 9) 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 Fellows of Institution of Engineers or Institute of Architects of India or Council of Architects or retired Judges of High Court. The venue of the arbitration shall be exclusively at Delhi 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 Delhi and only courts/ tribunal in Delhi 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.**

## 10) Performance Guarantee

The PMC shall carry out the work and services in conformity with generally accepted norms and sound engineering practices. PMC 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 PMC shall inter alia promptly redo such engineering, analysis, inspection, site supervisory-services etc. at no extra cost to the Bank.

## 11) Rectification of Errors, Omissions etc.

All errors and omissions in design, drawings, specifications, tenders, manuals etc. furnished by the Architect/ Consultant shall be rectified by the PMC in cooperation with Architect/ Owner and should the error or omission be the result of fault and negligence

on the part of the PMC or his personnel, the PMC 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 PMC, and reasonable fee and disbursement of such other consultant shall be borne by the Consultant.

## **12) Accounting, Inspection and Auditing**

The PMC (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.

## **13) Equipment and Materials if furnished by the Bank.**

If Equipment and materials made available to the PMC by Bank, or purchased by the PMC 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 PMC 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 PMC, 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.

## **14) Indemnification**

- a) The PMC 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 PMC 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, PMC 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 PMC for the performance of the Service constitute infringement of patent or any of the protected rights and use thereof is restrained, the PMC 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.

### **15) Responsibility for Data & Designs**

The final responsibility for the correctness, adequacy and accuracy of the technical specifications, tender documents, measurements, quantity, quality, purchase specifications, Installation instructions and commissioning steps etc. furnished by the Consultant, shall lie with the PMC.

The PMC shall ensure that all 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, Director General Civil Aviation, Heritage, Archeological, labour Department etc. Inter- institutional coordination in the design & development of codes/ software etc. shall also be the responsibility of the Consultant.

### **16) Liability of the PMC or Consultant**

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

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.

### **17) 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.

### **18) 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.

## 19) 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.

20) 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.

## 21) 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.

## 22) 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.

## 23) Idle Claim

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

## 24) 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 accordance with Clause hereof.

**25) 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.

**26) Additional Services**

The PMC shall make available, on the Owner's written request, such additional services in addition to those described in this agreement and on such terms and conditions as may be mutually agreed upon between the Owner and the PMC.

**27) Changes and Additions**

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

**28) Assignment**

The assignment shall not be transferred or assigned in whole or part by the PMC without prior written approval of the Owner to any person / company.

**29) Fore-Closure of Contract Due to Abandonment**

At any time after acceptance of the bid, should the owner decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the works to be carried out under this contract, the owner shall give notice in writing to that effect to the PMC and the PMC shall act accordingly in the matter. The PMC shall have no claim to any payment of compensation or other-wise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

**30) Clearance of site after Completion of work:**

On completion of the work, PMC shall ensure that all constructional plants, surplus materials, rubbish and temporary work of every kind will be cleared away/ removed from the site and leave the entire site and works clean and in a workman like condition to the satisfaction of the Owner.

**31) Force Majeure:**

- i) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the



relative obligation of the party affected by such force majeure shall be treated as suspended for the period during which such force majeure clause lasts.

- ii) For the purpose of this agreement, force majeure shall only include, wars, insurrections, riots, earthquakes, storms, floods (excluding due to monsoon), explosion or fires not caused by negligence, lightening, acts of God, industrial disturbances, inevitable accidents, pandemics, epidemics, embargoes, blockages, legal restrictions or Government restrictions or the public enemy which is of such nature as to delay, curtail or prevent timely action by either party.
- iii) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing by registered notice within 72 (seventy two) hours of the alleged beginning and ending thereof. The Notice shall be followed by a Certificate from local Chamber of Commerce or the Statutory Authority as satisfactory evidence in support of the claim within 15 days of occurrence and cessation of such Force Majeure conditions.
- iv) Time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such causes lasts.
- v) If works are suspended by the force majeure conditions lasting for more than two months, the Owner shall have the option of canceling this Contract in whole or part thereof, at its discretion.
- vi) During outbreak of any Pandemic, medical and natural exigencies, it is PMC responsibility to take care of their material, manpower working and staying in site 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.

### **32) Jurisdiction**

This Agreement and all the rights, 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 (Owner/ Bank) for decision and submit themselves that the courts in Delhi shall have the exclusive jurisdiction to try all or any of the disputes arising out of this Agreement.

### **33) Compliance with Laws: -**

The PMC 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.

### **34) Security Regulations: -**

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

### **35) 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.

### **36) Guarantee and Liabilities**

The PMC guarantees that the services as specified/ described under the scope of the PMC in this agreement, and technical documents to be developed by the PMC shall be in accordance with the sound and established engineering practices, using Indian Codes and Regulations and wherever applicable, International Standards, for the purpose(s) specified, free from defects and suitable for respective uses intended.

The PMC shall be liable to the Owner for the performance of services in accordance with the provision of this agreement and for the loss suffered by the Owner as a result of default of the PMC in such performance.

### **37) Defect Liability Period**

Any defects notices/ observed within a period of twelve months from the date of obtention of No Objection Certificate shall be got rectified by the PMC at its own risk and cost for which no compensation will be paid.

### **38) Insurance**

Insurance During the performance of services hereunder, PMC, at his own cost, shall take out, carry and maintain insurance as applicable from the list below:

- i. Workman's compensation insurance, covering all employees of PMC for statutory benefits as set out and required by local law in the area of operation or area in which PMC may become legally obliged to pay benefits for bodily injury or death.
- ii. Insurance against fire, theft, damages and loss of all property owned by PMC at the construction site.
- iii. Group Personnel Accident Insurance covering PMC's employees operating from the site as per PMC's established practices.
- iv. Any other insurance cover which may be required to be taken under the law or on any other account.

### 39) 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:

- a) Promise on the part of the Principal (Indian Bank) not to seek or accept any benefit, which is not legally available.
- b) Principal to treat all tenderers with equity and reason.
- c) Promise on the part of the tenderers not to offer any benefit to the employees of the Principal not available legally.
- d) Tenderers not to enter into any undisclosed agreement or understanding with other tenderers with respect to prices, specifications, certification, subsidiary contracts etc.
- e) 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.
- f) 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:

<p><b>Shri Giriraj Prasad Gupta</b>  <b>C- 2/29, Tilak Lane,</b>  <b>New Delhi – 110001</b>  <b><u>gpgupta1804@gmail.com</u></b></p>	<p><b>Shri Arun Kumar Sharma</b>  <b>F-501, Indian Oil Apartments,</b>  <b>Plot No- C-58/23, Sector-62,</b>  <b>Noida (U.P)-201301</b>  <b><u>sharmaak6@gmail.com</u></b></p>
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- 40) The PMC and its person or firm acting on behalf of PMC either during the term or after the expiration of agreement shall not disclose any proprietary or confidential information relating to the project, the services, or the business or operations without the prior written consent of the Bank.

Table 1

**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	Project Management Consultancy Services
		Stages / Milestones
Stage-I	3.00 %	After scrutiny of drawings, reports, estimate etc. submitted by the Architect. Finalizing the tender document for selection of contractor in discussion with the Architect. upon submission of complete tender documents for floating by Bank for selection of contractor. Conducting pre-bid meetings & submission of reply to the queries in consultation with the Architect/ Owner.
Stage-II	7.00%	Complete scrutiny of bids received (Technical & price bid), submission of comparison sheets along with the recommendation for pre-qualification & award of work with justification. Acceptance of award of work by the contractor.
Stage- III	10.00%	Vetting & Issue of construction drawings (GFC drawings) etc. prepared by the Architect and approving & issue of the shop drawings submitted by the contractor.
Stage- IV	70.00%	During execution of Project including Structural, MEP, Interior, Elevation works, Site development works such as landscape, hardscape etc in pro-rata basis on payment to contractor.
Stage- V	85.00%	On obtaining occupation / completion certificate from statutory bodies.
Stage- VI	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 of final bill payment to the contractor & certification for extra items if any arised during construction.
Stage- VII	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-VI payments which shall be adjusted against all the previous payments.
5. From Stage-III, 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.

**Annexure-I**

**Letter Of Transmittal**

From: (Name of Firm)

To,

**General Manager  
Field General Manager's Office  
17, Parliament Street,  
Delhi-110012**

**Sub: Submission of Bid for Providing Project Management Consultancy Services for Demolition and Construction as per Plans / Designs for the Proposed Redevelopment of Indian Bank Officer's Quarters located at plot No. 12 & 15, Block C, Inderpuri, New Delhi -110012**

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. I/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. I/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. I/We understand that the Bank/ Owner has the right to lower the qualification marks to say 75% if more than 2 bidders do not achieve the 80 marks out of total 100 marks in Technical Score (TS).
- VIII. I/We understand that the Bank/ Owner reserves right to limit the number of pre-qualified bidders for opening of financial bid.
- IX. 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 / action as per Bid Security Declaration / forfeiture of Performance Guarantee etc.
- X. I/ 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)

**ANNEXURE II**

**Details about Bidding Agency  
(To be Filled)**

S.No.	Particulars	
1.	Full name of the Bidder (In capital letters)	
2.	Full address of the Bidder	
3.	(A) Telephone No. (B) Mobile No. (E) e-mail ID :	
4.	Names and details of the Authorized Signatory of this NIT (Address, contact telephone Number, Mobile number, FAX No., Email ID)	
5	Names and Titles of Director & Officers with designation to be concerned with this work:	
6	Year of Establishment of firm (Proof to be submitted)	
7	Legal status of the applicant (attach copies of original document defining the legal status) i. An individual ii. A proprietary firm iii. A firm in partnership iv. A Private limited / limited company	
8	PAN : TAN : GST registration No.:	
9	Particulars of registration with various Government bodies (attach attested photocopy of registration/ empanelment)	
10	Has your firm during last five years (If answer is Yes, then details may be attached) 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?	
11	Similar Completed Projects:	i)



		ii) iii)			
12	Green Building Experience				
13	No. of full time employees for the organization (As per annexure-III) • Project Managers • Civil • Electrical • Mechanical • Architect • Supporting Staffs • Any other _____	Nos. of Graduate		Nos. of Diploma Engineers	
14	<b>Proof of Agencies that they are notified and set up to carry out civil or electrical works and notified by the Ministry of Urban Development and are eligible for bidding.</b>			Attached herewith Yes/ No/ NA	
15	<b>Details of similar work</b>			As per Annexure-IV	
16	Financial strength of the Organization for the last 5 years. Attach photo copies audited balance sheets.				
Turnover (in lakhs)	2018-19	2019-20	2020-21	2021-22	2022-23
Annual Profit (in lakhs)	2018-19	2019-20	2020-21	2021-22	2022-23

Attach attested copies of all the documents in support of above mentioned points including Balance Sheet with all supporting schedules.

17. It is hereby certified that ----- (The bidding herein) has never been black-listed by Central/ State governments/ PSUs / Leading IT companies.

18. It is hereby submitted that all the terms and conditions of this NIT are acceptable to the Bidder.

I hereby certify that the above-mentioned particulars are true and correct.

**Annexure III**

Details of full time employees for the organization  
**(To be filled by the Applicant)**

Sl. No.	Name	Professional Qualification	Over all experience in years	No. of years with the Firm	No. of total Similar projects completed	No. of Similar projects completed in the present firm	Name of the similar Projects	Languages Knows	PAN No.
1									
2									
3									

**ANNEXURE IV**

**Details of Similar Works / Projects executed during last Seven years**  
**(To be filled by the Applicant)**

S. NO.	NAME OF OWNER DEPARTMENT	NAME OF PROJECT	EXACT LOCATION /SITE OF THE PROJECT	APPROVED COST OF PROJECT (in lakhs)	DATE OF COMMENCEMENT OF PROJECT	TIMELINE FIXED FOR COMPLETION	ACTUAL DATE OF COMPLETION	FINAL COST OF PROJECT (in lakhs)	IS THERE ANY DISPUTE / LEGAL CASE/ARBITRATION CASE PENDING IN RESPECT OF THE PROJECT	IF IT IS A GREEN BUILDING, PLEASE SPECIFY THE RATING ACHIEVED	REMARKS

\* Performance Report as per Annexure-VIII

**Annexure- V**

**Detail of Contractual Payment**

**Format for Consultancy Fee received for Project Management Consultancy services from Govt./ Public Sector Organization/ PSBs/ reputed national or multinational companies (whose turnover is above Rs.100 crore per annum), Authority/ Corporation in last 3 (three) financial years ending 31/03/2024, out of last 5 years.**

S. No.	Financial Year	Name of Agency (from which Consultancy Fee received)	Project Management Consultancy fee received (In Rs.)	Remarks
1	2018-19			
2	2019-20			
3	2020-21			
4	2021-22			
5	2022-23			

**Note:**

**In addition to the above, the Bidder has to submit the following DOCUMENT / information:**

Copy of TDS Certificate from the Employer / Form-26AS/ Form-16A and Audited Balance Sheet/ P&L Account, clearly indicating the Consultancy Fee received for Project Management Consultancy services.

Date:

Signature of Chartered Accountant with Seal

**Annexure- VI**

**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. The details and contents are authenticated and based on actual work carried out by our agency, as per record.
3. 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, we shall not be given any opportunity for any clarifications and shall be evaluated based on available documents.
4. Transferred the tender cost amount of Rs.2,000/- 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 :
5. Transferred the EMD amount of Rs.50,000/- to the given account in the tender. The e-transfer details are as follows:
  - (v) Amount (Rs.) :
  - (vi) Transaction reference number :
  - (vii) Name of the Bank :
  - (viii) Date of Transaction :

Or

The Bank Guarantee instrument for EMD with No.: \_\_\_\_\_ (copy attached) has been Physically submitted to your office.

Or

I/ We am/ are a Micro Small Medium Enterprise registered from \_\_\_\_\_ (body approved by Ministry of MSME) with registration No. \_\_\_\_\_ for similar consultancy services and **exempted from submission of Tender Cost & EMD cost** (Certificate of Registration enclosed).

6. We understand that Indian Bank will not be responsible for any transit/ postal delay or delay due to any other reasons in receipt of original form of BG for the EMD.

Signature of Authorized Signatory.

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

Designation: .....

[Please Affix Rubber Stamp]

**Annexure- VII**

**PERFORMANCE REPORT OF WORKS REFERRED TO IN ANNEXURE-II (SI. No.11)**

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.m	
7	No of floors	
8	Scope of services provided.	
9	Date of start	
10	Date of Completion (i) Stipulated date of completion (ii) Actual date of completion	(i) (ii)
	Amount of compensation levied for delayed completion, if any.	
	Overall performance of the consultants	
	(a) Quality of work	Very Good / Good / Satisfactory/ Fair
	(b) Technical Proficiency	Very Good / Good / Satisfactory/ Fair
	(c) Resource fullness	Very Good / Good / Satisfactory/ Fair
	(d) General behavior	Very Good / Good / Satisfactory/ 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.**

**Annexure- VIII**

**Proforma for Bid Security Declaration**

Whereas, I/we..... (Name of the Firm) ..... have submitted bids for ..... (Name of Work) ..... NIT No. ....

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit: -

(1) If after the opening of tender, I/we withdraw or modify my/ our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

OR

(2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the dead line defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for Bank tenders from date of issue of suspension order.

Signature of the Bidder(s)  
With Seal and Date



Annexure- IX

**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 and Field General Manager Office Delhi, 17, Parliament Street, Delhi 110001 (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 **PMC**”] for the work of “**Providing Project Management Consultancy Services for Construction of Residential Building for Bank’s Officers having Stilt + 4 floors RCC Structure in at plot No. 12 & 15, Block C, Inderpuri, New Delhi -110012**”

2. Whereas under the terms of the said Agreement/ Contract/ Order/ Assignment, the **PMC** is required to furnish a Performance Bank Guarantee for 3% 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 **PMC** during contract period as per the tender terms stipulated in the Agreement / Contract/Order.

3. 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 notwithstanding 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 **PMC** and accordingly discharges this guarantee.

4. 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 **PMC** 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 **PMC** 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 **PMC** or for any forbearance, act or omission on the part of Indian Bank or any indulgence by Indian Bank to the said **PMC** 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.

5. 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 **PMC** 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 (22 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.

6. 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.

7. 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 (22 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

**Annexure- X**

**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/ Consultant 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.

## **Section6–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 Consultant. The Consultant 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 to 10 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.

**Section 11 – Other provisions**

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

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)  
 -----  
 -----

Witness 1:  
 (Name &Address)  
 -----  
 -----

Witness 2:  
 (Name &Address)  
 -----  
 -----

Witness 2:  
 (Name &Address)  
 -----  
 -----



**Annexure- XI**

**EMD Bank Guarantee format**

(Bank Guarantee in lieu of earnest money on non-judicial stamp paper of appropriate value)

Ref:

Bank Guarantee No. ....

Dated: .....

To:

-----  
-----

Dear Sir,

1. WHEREAS Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai-14, has invited tender for “pre-qualification and selection of Project Management Consultant (PMC) for execution of the Proposed Redevelopment of Indian Bank Officer’s Quarters located at Plot No. 12 & 15 Block, Inderpuri, New Delhi-110012” (name of Service) as are set out in the tender with ref. NO. IB/FGM/ETENDER/03/2024-25 dated xx/xx/xxxx
2. It is one of the terms of said tender that the Bidder shall furnish a Bank Guarantee for a sum of Rs.50,000/- (Rupees Fifty Thousand only) as Earnest Money Deposit.
3. M/s. \_\_\_\_\_ (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs.50,000/- (Rupees Fifty Thousand only)
4. NOW THIS GUARANTEE WITNESSETH THAT

We (Name of Bank), a company incorporated under the Companies Act, 1956 and also a banking company within the meaning of Section 5(c) of the Banking Regulation Act 1949, having its registered office at \_\_\_\_\_ and one of the branches at \_\_\_\_\_ (hereinafter referred to as the “BANK”) do hereby agree with and undertake to the Indian Bank, that in the event of the Indian Bank coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the Indian Bank, pay without demur to the Indian Bank, a sum of Rs.50,000/- (Rupees Fifty Thousand only) that may be demanded by Indian Bank. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs.50,000/- (Rupees Fifty Thousand only) and claims if any should reach to us on or before 180 days from 01.08.2024.



5. We also agree to undertake to and confirm that the sum not exceeding Rs.50,000/- (Rupees Fifty Thousand only) as aforesaid shall be paid by us without any demur or protest, merely on demand received during the validity period of the Bank Guarantee from the Indian Bank on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Indian Bank shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Indian Bank, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and Indian Bank, pay Indian Bank forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the Indian Bank under this guarantee shall be independent of the agreement or agreements or other understandings between the Indian Bank and the Bidder. This guarantee shall not be revoked by us during its currency without prior consent in writing of the Indian Bank.
6. We hereby further agree that:
- a) Any forbearance or commission on the part of the Indian Bank in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the Indian Bank to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.50,000/- (Rupees Fifty Thousand only).
  - b) Our liability under these presents shall not exceed the sum of Rs.50,000/- (Rupees Fifty Thousand only).
  - c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
  - d) This guarantee shall remain in force upto 180 days from 01.08.2024 provided that if so desired by the Indian Bank, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein. If any further extension of this guarantee is required, the same may be extended at our sole discretion to such required period on receiving instruction from M/s. \_\_\_\_\_ whose behalf this guarantee is issued
  - e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days from 01.08.2024 or on the day when our said constituents comply with their obligations, as to which a certificate in

writing by the Indian Bank alone is the conclusive proof, whichever date is earlier.

- f) Unless a claim or suit or action is filed against us on or before 180 days from 01.08.2024, all the rights of the Indian Bank against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- g) This guarantee shall be governed by Indian Laws and the Courts in Delhi India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

7. Notwithstanding anything contained hereinabove:

- a) Our liability under this Bank Guarantee shall not exceed Rs.50,000/- (Rupees Fifty Thousand only).
- b) This Bank Guarantee shall be valid upto 180 days from 01.08.2024.
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 180 days from 01.08.2024 at \_\_\_\_\_. All your rights as well as our liability under this bank guarantee shall stand extinguished unless a written claim or demand is made under this guarantee not later than 180 days from 01.08.2024.

Yours faithfully,

Bankers (EXECUTANT)

Witness:-

1.

2.

.....