

Notice Inviting Tender for Selection of Architectural Consultant

For

The Proposed Construction Of

Branch premises and Residential Quarters

At

Trichy Market , Near Gandhi market Trichy

TECHNICAL BID

(To be submitted in sealed envelope)

Last date for submission of Application: 03.00 pm on 24.01.2024

Ref.No: ZO: TRY: PRE: 2023-2024

Date : 30.12.2023



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TECHNICAL BID (ENVELOPE-I)

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NOTICE INVITING TENDER

Indian Bank, Zonal Office, Trichy invites sealed tenders (Two bid system) for Selection of Architect for Construction of Branch Premises and Residential Quarters at Trichy Market.

1.	Name of Project	Construction of Branch Premises and Residential Quarters at Trichy Market, Trichy
2.	Approx. cost of construction	Rs.4.00 Crore
3.	Approx. area of construction	10,000 sqft.
4.	Period of completion	24 months reckoned from 15 th day from the date of issue of the Work Order
5.	Tender Documents	Tender documents can be downloaded from banks website www.indianbank.co.in/tenders from 30.12.2023 to 24.01.2024
6.	Cost of Tender Documents	Nil.
7.	Earnest Money Deposit (EMD) - Refundable	Rs.70,000/- (DD favouring Indian bank, payable at Trichy) (EMD will be returned without any interest to the unsuccessful bidders, after award of work to the successful bidder)
8.	Performance Guarantee	5% of the Consultant's work order value of the estimate cost (The successful bidder is to submit the Performance Bank guarantee within prescribed timeline and will be returned without interest on successful completion of DLP of one year by the contractor. After submission of Performance Bank guarantee, the EMD will be returned to the successful bidder)
9.	Site Inspection	04.01.2024 & 05.01.2024 (From 10.30 AM to 05.00 PM)
10.	Pre-bid meeting	09.01.2024 at 11.00 AM through Video Conference (webEx) (e link details would be uploaded in the Indian Bank web site on 08.01.2024)
11.	Pre-bid Query	All interested tenderers can send their queries through email zotrichy@indianbank.co.in before 24hrs of the pre-bid date and get their queries clarified during the pre-bid meeting.
12.	Last date for submission of tender	24.01.2024 up to 3.00 PM at Indian Bank, Zonal Office, Trichy.
13.	Date of opening the Technical bid	24.01.2024 at 3.30 pm. at Indian Bank, Zonal Office, Trichy.
14.	Date of opening Financial bid	Will be intimated later to the Technically Qualified Tenderers only.
15.	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.

Note:

1. Indian Bank reserves the right to reject any tender/ bid without assigning any reason.
2. Indian Bank is not liable to make any payment to tenderers for preparation to submit the bid.
3. 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.

ZONAL MANAGER

Indian Bank, Zonal Office, Trichy

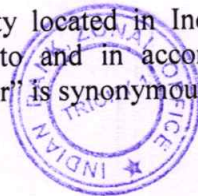


NOTICE INVITING TENDER FOR SELECTION OF ARCHITECTURAL CONSULTANT FOR THE PROPOSED CONSTRUCTION OF BRANCH PREMISES AND RESIDENTIAL QUARTERS AT TRICHY MARKET, TRICHY.

TECHNICAL BID

GENERAL INSTRUCTIONS

- a) Sealed tender in prescribed form are invited from reputed architects for selection of architectural consultant for construction of Branch Premises and Residential Quarters at Trichy Market, Trichy.
- b) The eligible architects interested in rendering professional services are requested to submit their tender in the specified proforma in two envelope system i.e **Technical Bid** (Envelope-1) and **Price Bid** (Envelope -2).
- c) The **Technical Bid** shall contain eligibility criteria and general instructions, general terms and conditions, services to be rendered by the architect and form of agreement. The envelope containing technical bid shall be superscribed as **"Technical Bid for selection of Architect for construction of Branch Premises and Residential Quarters at Trichy Market, Trichy"**
- d) The **Price Bid** shall contain the basic fee as per the specified proforma and the envelope containing the entire price bids shall be superscribed as **"Price Bid for selection of Architect for construction of Branch Premises and Residential Quarters at Trichy Market, Trichy"**
- e) The two envelopes containing Technical bid and Price bids should be placed in a single sealed envelope and superscribed as **"Tender for selection of Architect for construction of Branch Premises and Residential Quarters at Trichy Market, Trichy"**
- f) The applicant should ensure that every page of the down-loaded Technical bid and Price bids **is signed by applicant with stamp (seal).**
- g) "Client/ Employer/ Bank" shall mean INDIAN BANK having Zonal Office Trichy, II Floor, Jenne Plaza, Bharathiar Salai, Cantonment, Trichy-620001, Tamil Nadu, India.
- h) "Bidder" shall mean the party located in India who is participating in the Tendering process pursuant to and in accordance with the terms of this document. The word "Tenderer" is synonymous with "Bidder".

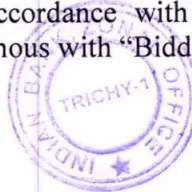


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ZONAL MANAGER

Indian Bank, Zonal Office, Trichy



Signature of the Consultant with seal

TECHNICAL BID

**SELECTION OF ARCHITECT FOR CONSTRUCTION BRANCH PREMISES
AND RESIDENTIAL QUARTERS AT TRICHY MARKET, TRICHY**

PROFILE

1)	Name of the Firm	:	
2)	Address	:	
3)	Name, Telephone Nos. including Mobile of contact person	:	
4)	E-mail ID and Fax No	:	
5)	Constitution of the Firm	:	Individual/ Proprietorship / Pvt. Ltd. / Public Ltd.
6)	Year of Establishment	:	
7)	a) Name of Partners / Associates	:	
	b) Bio-data of Consultant/ Partners / Associates, Details may be given in the Enclosed format (Annexure 'A')	:	
	c) Registration Number with Council of Architects (COA). (copy of valid registration to be enclosed)	:	
8)	(a) Details of Goods & service tax registration (Copy of GST registration to be enclosed)	:	



	(b) Amount of GST paid year-wise during last 3 financial years ending on 31.03.2023 – Please attach relevant documents	: • 2020 – 21 : • 2021 – 22: • 2022 - 23:
9)	Average Annual turnover of last three years (ending 31.03.2023) (Annexure 'B')	:
10)	Name and value of major Building Construction works completed during the Last 7 years. Details may be given in the enclosed format (Annexure 'C')	:
11)	Name & value of the major Building Construction work on hand. Details may be given in the enclosed format (Annexure 'D')	:
12)	Name & value of other major works (interiors etc) on hand. Details may be given in the enclosed format (Annexure 'E')	:
13)	Details of Green Building completed (If any)	:
14)	List of Technical Personnel employed (Annexure 'F')	:
15)	List of consultants engaged by the Firm	:
16)	Details of Litigation (If any)	: 
17)	List of office equipments owned by the	:

Notice inviting tender for selection of Architect

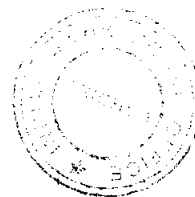
	firm	
18)	Banker's Name & Branch	:
19)	a) Last three years audited balance sheet to be enclosed	:
20)	a) List of registration with other Organizations	:
	b) List of completion certificate etc. from the clients or completed / ongoing projects	:
	c) Certified copies of the letter of intent for award of the work from reputed private/ multinational organizations/ PSUS etc.	:
21)	Particulars of participation in competitions and awards if any received	:

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

Signature of the Consultant with seal

Date:

Place:



TECHNICAL BID

**SELECTION OF ARCHITECT FOR CONSTRUCTION OF BRANCH
PREMISES AND RESIDENTIAL QUARTERS AT TRICHY MARKET,
TRICHY**

BIO-DATA OF THE CONSULTANT / PARTNERS / ASSOCIATES

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

Signature of the Consultant with seal

Date:

Place:



FINANCIAL INFORMATION

Details to be furnished below duly supported by figures in Balance Sheet/ Profit and Loss account for the last 3 years ended 31.03.2023 duly certified by the **Chartered Accountant**, as submitted by the bidder to the Income-Tax department (copies to be attached)

Financial Years	Profit or Loss (in figures)	Average Annual turnover (in figures)
2020-21 =		
2021-22 =		
2022-23 =		

Signature of the Chartered Accountant with seal

Date:

Place:



Notice inviting tender for selection of Architect

Annexure 'C'

TECHNICAL BID

SELECTION OF ARCHITECT FOR CONSTRUCTION OF BRANCH PREMISES AND RESIDENTIAL QUARTERS AT TRICHY MARKET, TRICHY

LIST OF MAJOR BUILDING CONSTRUCTION WORKS COMPLETED DURING THE LAST 7 YEARS ENDING AS ON 30.09.2023

Sr. No.	Name of the Client	Nature of work	Features of green building and modern amenities provided	Location of the building / municipal limits	Estimated value	Area in Sq.ft.	Height of the building	Date of start	Period of completion	Actual date of completion	Final value of the project	Reasons for the variation / delay if any
1	2	3	4	5	6	7	8	9	10	11	12	13

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

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



Signature of the Consultant with seal

Date:

Place:

Notice inviting tender for selection of Architect

Annexure 'D'

TECHNICAL BID

SELECTION OF ARCHITECT FOR CONSTRUCTION OF BRANCH PREMISES AND RESIDENTIAL QUARTERS AT TRICHY MARKET, TRICHY

LIST OF MAJOR BUILDING CONSTRUCTION WORKS ON HAND AS ON 30.09.2023

Sr. No.	Name of the client	Nature of work	Features of green building and modern amenities provided	Location of the building / municipal limits	Estimated Value	Area in Sq.ft.	Height of the building	Present position	Scheduled date of completion	Remarks
1	2	3	4	5	6	7	8	9	10	11

Signature of the Consultant with seal

Date:
Place:

Signature of the Consultant with seal



Notice inviting tender for selection of Architect

ANNEXURE 'E'

TECHNICAL BID

SELECTION OF ARCHITECT FOR CONSTRUCTION OF BRANCH PREMISES AND RESIDENTIAL QUARTERS AT TRICHY MARKET, TRICHY

LIST OF OTHER WORKS (such as interior, renovation etc.) ON HAND AS ON 30.09.2023

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



Signature of the Consultant with seal

Date:
Place:

Signature of the Consultant with seal

Notice inviting tender for selection of Architect

ANNEXURE 'F'

TECHNICAL BID

DETAILS OF KEY PERSONNEL (PERMANENT EMPLOYEE), GIVING DETAILS ABOUT THEIR TECHNICAL QUALIFICATION & EXPERIENCE INCLUDING THEIR IN-HOUSE ESTABLISHMENT

S. No.	Name	Qualification	Total Experience	Employed in Your Firm Since	Any Other Information

(Add separate sheet if the space provided above is insufficient)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.
3. The details of the consultants (In-house) shall be furnished in separate sheets.
4. The key personnel details to be updated & submitted to Bank, once in 2 years.



Notice inviting tender for selection of Architect

ANNEXURE 'G'

TECHNICAL BID

**DETAILS OF LITIGATION/ ARBITRATION CASES RESULTING FROM THE CONSULTANCY WORKS/ THROUGH CONTRACTORS
EXECUTED THEIR WORKS IN THE LAST SEVEN YEARS OR CURRENTLY UNDER EXECUTION**

Year	Awarded for or against Bidder	Name of Client	Cause of Litigation and Matter of Dispute	Disputed Amount	Actual Awarded Amount

(Add separate sheet if the space provided above is insufficient)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.



TECHNICAL BID

SELECTION OF ARCHITECT FOR CONSTRUCTION OF BRANCH PREMISES AND RESIDENTIAL QUARTERS AT TRICHY MARKET, TRICHY

1. QUALIFICATION (PQ) CRITERIA

- (i) Minimum 07 years experience as an Architectural Consultant as on 30.09.2023. The experience should include all consultancy services for buildings such as architectural, structural, engineering and all internal and external services including electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, fire fighting / horticulture, parking, rainwater harvesting, interior etc.
- (ii) The consultant should have planned, designed & supervised viz. offered all types of consulting services as in (i) above in a single and/or more building projects, from inception to completion, in the last 7 years, as on 30.09.2023:
- (a) At least 2 apartment building/ Office Building with minimum of G + 2 floors.
- (b) The firm should have successfully completed similar works during last 5 years ending on 30.09.2023 should be either of the following:
- a. Three similar works of not less than 40% (4000 sq.ft.) of the total area of the proposed Project.
- Or**
- b. Two similar works of not less than 50% (5000 sq.ft.) of the total area of the proposed Project.
- Or**
- c. One similar works of not less than 80% (8000 sq.ft.) of the total area of the proposed Project.
- (C) At least one building for public sector organization/ Bank or reputed national / multinational companies (whose turnover is above Rs.25 crore per annum) within last 5 years ending on 30.09.2023.
- (iii) The partner/ associates/ permanent employees of the consultant should have a valid registration from Council of Architects.
- (iv) Bidder's should have Average Annual turnover of last three years (ending 31.03.2023) should not be less than Rs.4.20 Lakhs (Form B). This should be duly certified by a Chartered Accountant.
- (v) The Tenderer should be a profit (net) making firm as on year ending 31/03/2023. The agency should not have incurred any loss (profit after tax should be positive) in more than 3 years during the last five years ending 31st March 2023 duly certified by Chartered Accountant. Certificate(s) from Chartered Accountant / Statutory auditors specifying the net worth of the Applicants, as at the close of the preceding financial year.
- (vi) The consultant should have office either in Trichy or within Tamil Nadu/ Pondicherry.
- (vii) Should have adequate number of qualified architects/ Engineers – Total of min. 4 nos. and other personnel on the payroll / establishment in the company and should also have tie up arrangements with reputed registered and licensed services consultant, structural consultancy firms etc.



2. Other terms & conditions:

- a) The consultant should have adequate number of qualified architects, engineers and other personnel on the payroll / establishment of the company and should also have tie up arrangements with reputed registered and licensed services consultant, structural consultancy firms etc.
- b) The fees should be inclusive of all applicable taxes/ charges and also charges for one visit in a week by the Senior Architects at site including travelling, lodging and boarding charges of the firm and nothing will be payable extra on this account to the Architects. However, the Goods & Service Tax is payable extra by the Bank on the fee payable to the Architects. The Bank will reject the conditional offers.
- c) The application forms have to be submitted in a prescribed format in a two cover system viz. technical and price bid in a **sealed cover** along with other details etc. as laid down in the tender. Both the above sealed covers one named as technical and the other price bid should be placed in a third sealed cover superscribed with "**Selection Of Architect For Construction Of Branch Premises and Residential Quarters at TRICHY MARKET Trichy**".

The **last date** for submission of completed application form in the prescribed format at this office will be up to **3.00 pm on 24.01.2024**.

- d) The Bank reserves the right to assign the work to the consultants based on their infrastructure availability and business parameters.
- e) The fees quoted will be for rendering **complete Architectural service**. Fees payable for Architectural service will be made from the stage of preparation of plan to completion of work as per our Standard method of payment.
- f) The Bank reserves the right to reject any or all the applications without assigning any reason thereof.

Signed as token of acceptance

Signature of consultant with seal

Date:

Place:



GENERAL TERMS & CONDITIONS

- a. The terms and conditions shall form part of the tender to be submitted by the architect to Indian Bank (hereinafter referred to as the Bank/ Employer).
- b. **All the pages of the tender are to be signed by the architect/ authorised signatory.** Any over-writing to be duly initialed by the architect.
- c. The architects are requested to submit their tender duly filled in latest by **3.00 P.M** on **24.01.2024** at the following address:
Zonal Manager
Indian Bank
Zonal Office
II Floor, Jenne Plaza, Bharathiar Salai,
Cantonment, Trichy-620001
- d. Tenders received by the Bank after due date and time as stated above shall be rejected.
- e. There should not be any deviation in terms and conditions as have been stipulated by the Bank. Tenders not confirming to any of the above shall be rejected.
- f. **The architects should fill the relevant details in the specified proforma of the Price Bid properly. Price bid in any other form or incomplete proforma will not be considered and shall be rejected.**
- g. The technical bids of the eligible architects will be opened by **3.30 P.M** on **24.01.2024** by the Tender Opening Committee constituted for the purpose in the presence of those who choose to be present at the above said office of the Zonal Manager, Zonal Office Trichy. The architects are advised in their own interest to be present at the time of opening of the tenders on the said date, time and venue.
- h. After scrutiny of the technical bids, the price bids of the architects fulfilling the eligibility criteria and confirming alone to be opened by the Tender Opening Committee constituted for the purpose. The price bids will be opened on the same day or on another date with prior intimation to the architects whose technical bids are acceptable to the Bank.
- i. The Bank reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- j. The Bank may deploy a Civil Engineer from their panel or any individual to oversee the quality of construction at a different stages or as an option, the same may be requested from the Consultant concerned.
- k. Upon appointment, if the consultant is not having their branch/ representative office in Trichy, then the consultant has to establish a functional office in Trichy within 15 days of obtaining plan approval for all the three or any one of the project.
- l. The functional office to be headed by an Architect having at least 3 years of experience after graduation (B.Arch).
- m. The proposed building will be constructed after demolition of existing old building. Bank will undertake to demolish the old building. The consultant has to prepare necessary plans for the same and facilitate getting approval from statutory authorities, if required, as per prevailing rules & guidelines.



SERVICES TO BE RENDERED BY THE ARCHITECTS

The architect shall render the following services in connection with and in regard to the said works including **periodical site supervision of the project for its smooth execution.**

- a) Take Employer's instructions, visit to the site, prepare and submit sketch plans as per Employers requirements, including preparation of alternatives and carrying out necessary revisions till the schematic plans are finally approved by the Employer in accordance with the local governing codes/standards, regulations etc. making approximate cost based on unit cost and submit along with a detailed project report on the scheme so as to enable the Employer to take a decision on the finalized designs/ plan.
- b). Submit a proper PERT/BAR CHART incorporating all the activities such as preparation of working drawings, structural drawings, detailed drawings, tender documents, execution of work, etc. required for the completion of the project.
- c). Prepare required detailed drawings on receipt of approval of the schematic plans by the Employer. submit drawings to municipal or any other appropriate authorities, maintain liaison with local municipal corporation, government authorities for obtaining approval of the plans, commencement certificate, plinth checking certificate, completion certificate, occupation certificate etc. as per the regulation of local authorities and obtain their approval/sanction for construction, completion and occupation.
- d). Testing of soil, determination of bearing capacity and other properties of soil, design and prepare architectural detailed drawings, structural calculations and drawings, layout drawings for water supply and drainage, electrical installations including UPS, generators and security equipments as applicable, detailed estimates of cost, rate analysis for all items, take off sheets and all such other particulars as may be necessary for preparation of bill of quantities. The cost of conducting soil tests will be reimbursed by Indian Bank.
- e). Prepare prequalification document for selection of contractor of the work, scrutinize the applications for short listing of the contractors for various trades, forward recommendations to the Employer for selection of the contractors.
- f). Prepare detailed tender documents for various trades viz., general builders work, interior work, air-conditioning, fire fighting installation and specialist services such as water supply and sanitary installation, electrical installation & landscaping etc., complete with articles of agreement, special conditions, conditions of contract, specification, bill of quantities, including detailed analysis of rates based on CPWD/ market rates, time and progress charts, etc.
- g). Prepare tender notices for issue by the Employer from pre-qualified/shortlisted parties/contractors as the case may be for all trades and submit assessment reports thereon, together with recommendations specifying abnormally high (AHR) and low rated (ALR) items.

The assessment report shall be based on proper analysis of rates with constants from an approved Standard Hand Book and market rates of materials and labour for major items of works costing about 90% of the estimated cost of the work.

All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not.

When conditions are not susceptible of evaluation, the alternative procedure of calling all the tenderers for negotiation by asking them to submit a final bid based on a set of common terms and conditions acceptable to the Bank may be adopted.

- h). Prepare contract documents for all trades and getting them executed by the concerned contractors.
- i). Prepare for the use of the Employer, the contractor and site staffs etc., 4 copies of contract documents for all trades including all drawings, specifications, and other particulars. Prepare such further details and drawings as are necessary for proper execution of the works.
- j). Assume full responsibility with periodical supervision and proper execution of all works by General and Specialist Contractors who are engaged from time to time, including control over quantities during the execution to restrict variation, if any, to the minimum. The architects shall ensure that the contractors comply with the Labour laws.
- k). No deviations or substitutions should be authorized by the Architect/ Consultant without working out the financial implication, if any, to the contractor and obtaining approval of the Employer. However, where time does not permit and where it is expedient, the Architect/Consultant may take decisions on behalf of the Employer, the total cost of the item/deviation of which should not exceed Rs.10,000/-. This deviation shall be got subsequently ratified from the Employer duly justifying his action at the earliest.
- l). Checking measurements of works at site. Checking contractor's bills, issuing periodical certificates for payments and passing and certifying accounts, so as to enable the Employer to make payments to the contractors and adjustments of all accounts between the contractors and the Employer. Architects shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Architect to check the measurements of various items. The prescribed format for certification of bills is as under:-

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

Rs.....”

Date:

(Signature of the Architect)

The Architects shall endorse the above certification in the relevant Measurements Books also.



- m). Working out theoretical requirement and actual consumption of cement, steel and any other material, if and as specified in the tender, on a regular basis for each bill.
- n). Certify after test/commissioning/final inspection and check as the case may be, the completion of the work and/or satisfactory functioning of the system in services and utilities as the case may be.
- o). On completion of the work/satisfactory functioning of the service system and certification of completion/satisfactory commissioning prepare and supply four sets of "as-built" drawings with relevant calculations of the design/engineering for the records of the Bank. The Architects shall verify and confirm that identification marks are made on all service installations/ cables/wiring, etc. as the case may be, to carry out future additions/alterations/maintenance jobs.
- p). Wherever the work involves any structural additions/alterations, the Architect shall furnish one complete set of structural design, calculations and structural designs for the Employer's records. Obtain permission from local authorities for facilities and services as a result of addition, alteration and modification wherever required.
- q). Complete requisite formalities and obtain necessary service connections such as water supply, electrical, drainage, sewerage and other services from local authorities.
- r). Take timely action for revalidation of sanction for construction from local authorities as applicable.
- s). Obtain final building completion and /or occupation certificate and secure permission of municipality, fire department, defence authorities and any such other authorities as per the byelaws/laws/regulations/rules etc. for occupation of the building and refund of deposit if any, made by the Bank to the Municipality or any such other authority.
- t). Assist the Bank during inspection of work by a wing of Central Vigilance Commission, organization, prepare detailed reports to CTE's observations and help rectification of the observations of CTE if any.
- u). Assist the Employer in all arbitration proceedings between the contractors and the Employer. The Architect also defend the Employer in such proceedings and prepares report/replies to the claims of the contractor.
- v). Advise the Employer well in advance regarding steps to be taken by the department/Bank to discharge Employer's responsibilities in execution of contract agreements and for smooth and speedy progress of work.
- w). The Architect shall hold periodical review meetings (at least once in a fortnight) for smooth completion of work.
- y). During planning stage, the Architects/ representatives shall visit Bank's office Finalization of plan, quantity estimates, rate analysis and tender documents or for any other purpose in connection with the work as required by the Bank.
- z). During execution of the work, the Architect to have minimum 1 visit in a week and maximum as required for inspection and quality surveillance, certification of contractors bills, preparing other details and drawings as may be

- required during execution along with variation control - to be paid progressively with execution of the work - 90 % of total fees (inclusive of fees paid in previous stages).
- aa). The architect shall visit the office of Municipality and any other such authorities for approval of building plan, obtention of commencement certificate, plinth level certificate, water supply connection, sewer connection, fire clearance, completion certificate, occupation certificate, or any other certificate required to be obtained as per Municipal authorities and or any other local authorities as per building byelaws/laws/rules/regulations etc. and obtain the same. Any fee paid for this purpose to the statutory bodies may be paid/ reimbursed by the Bank upon producing documentary evidence for the same.
- bb). The architect shall enter into an agreement with the Employer in the prescribed form of agreement attached with this tender.
- cc). The Architects shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over for occupation to the Bank.
- dd). All services as stated above and as stated in the form of agreement and any other services connected with the works usually and normally rendered by the Architects but not referred to herein above.
- ee). The fees quoted by the architects shall include all the above mentioned services required to be provided by the architects in connection with this project.
-



SPECIAL CONDITIONS OF CONTRACT (SCC)

1) The language is: English

2) The Address are:

For the Bank: Zonal Manager, Indian Bank, Zonal Office Trichy, II Floor, Jenne Plaza, Bharathiar Salai, Cantonment, Trichy-620001

E-mail: zotrichy@indianbank.co.in

For the Consultant(s): _____

E-mail:

3) Notice shall be deemed to be effective as follows

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

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

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

6) The risks and the coverage shall be as follows

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

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

8) **The payment schedule envisaged:**

It is to be understood that the amount/ rates quoted are all inclusive and payment shall be made on the basis of the milestones given in this tender.

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

9) **Statutory Approvals:**

For obtaining statutory approvals (from DTCP, Corporation etc.) for constructing the new building, the consultant will prepare specific drawings and documents and other application materials and submit the same to the relevant authorities for the purpose of securing the approvals. The consultant shall ensure that all designs and drawings

comply with the statutory provisions. The consultant shall coordinate and provide in soft copy editable format like .dwg, .docx, .xls or any other format as required of all the drawings, calculations other documents sufficient enough to obtain the requisite sanctions. The consultant if so required shall attend meetings with the relevant authorities at their office as and when required.

10) Delays, Responsibility & Recoveries from Fees

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

11) Arbitration:

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

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

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



jurisdiction to determine the same.

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

12) Performance Guarantee

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

13) Rectification of Errors, Omissions etc.

All errors and omissions in design, drawings, specifications, tenders, manuals etc. furnished by the Consultant shall be rectified by the Consultant and should the error or omission be the result of fault and negligence on the part of the Consultant or his personnel, the Consultant shall rectify the same at his own cost. Should such rectification be not carried out to its reasonable satisfaction, Bank may at its discretion have such rectification done by any other consultant, and reasonable fee and disbursement of such other consultant shall be borne by the Consultant.

14) Accounting, Inspection and Auditing

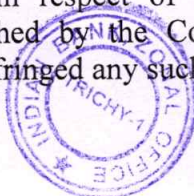
The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with Indian Rules accepted accounting principles and in such form and detail as shall clearly identify all relevant time charges and cost, and the bases thereof and (ii) shall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

15) Equipment and Materials if furnished by the Bank.

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

16) Indemnification

- a) The Consultant shall indemnify and keep indemnified the Bank for and against any and all claims, actions, demands, costs, charges and expenses arising from or for infringement of patent rights, copy rights or other protected rights, if any, in design, plans, diagrams, drawings in respect of any of the equipment, processes or construction methods furnished by the Consultant for the performance of the Service, and found to have infringed any such rights.



- b) In the event of any claim being made or action being brought against the Bank in respect of any of the matters referred to the above, Consultant shall promptly be notified and it shall at its own expenses conduct all negotiations for the settlement of the same and any litigation that may arise.
- c) In the event of any designs, plans, diagrams, drawings in respect of any of the equipment, processes or construction methods furnished by the Consultant for the performance of the Service constitute infringement of patent or any of the protected rights and use thereof is restrained, the Consultant shall at no extra cost to the Bank procure the right to continue using the same or replace the same at their own costs with non-infringing work approved by the Bank or modify them so that these become non-infringing, but such modifications shall otherwise be to the entire satisfaction of the Bank.
- d) The provisions of (a) to (c) above shall survive the completion, expiration or terminator of the Contract.

17) Responsibility for Data & Designs

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

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

18) Liability of the Consultant

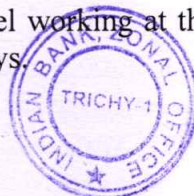
Except in case of gross negligence or will full misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the liability of the Consultant for all guarantees & warrantees shall be limited to 100 percent of the total fee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

19) 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.



20) 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.

21) 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.

- 22) 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.

23) 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.

24) 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.

25) 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.

26) 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

27) 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.

28) Amendments:

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

29) Force Majeure:

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

30) Jurisdiction

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

31) Compliance with Laws: -

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

32) Security Regulations: -

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

33) 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.

34) Integrity Pact

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

The essential ingredients of the Pact include:

- Promise on the part of the Principal (Indian Bank) not to seek or accept any benefit, which is not legally available.
- Principal to treat all tenderers with equity and reason.
- Promise on the part of the tenderers not to offer any benefit to the employees of the Principal not available legally.
- Tenderers not to enter into any undisclosed agreement or understanding with other tenderers with respect to prices, specifications, certification, subsidiary contracts etc.
- Tenderers not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under Prevention of Corruption/ Indian Penal Code Act.
- Foreign tenderers to disclose the name and address of agents and representatives in India and Indian Tenderers to disclose their foreign principals.
- Tenderers to disclose the payments to be made by them to agents / brokers or any other intermediary.
- Tenderers to disclose any transgressions with any other company that may impinge on the anti corruption principle.
- 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:

Shri Giriraj Prasad Gupta
C- 2/29, Tilak Lane,
New Delhi – 110001
gpgupta1804@gmail.com

Shri Arun Kumar Sharma
F-501, Indian Oil Apartments,
Plot No- C-58/23, Sector-62,
Noida (U.P)-201301
sharmaak6@gmail.com



FORM OF AGREEMENT
(Draft Format)

THIS AGREEMENT made at _____ on the _____ day of _____ Two Thousand twenty four between Indian Bank having its Zonal Office at Trichy (hereinafter called "the Employer") of the ONE PART and _____ (Name and address of the Architects) hereinafter called "the Architects" of the OTHER PART. Whereas the Employer intends to construct Branch Premises and Residential Quarters at TRICHY MARKET Trichy (hereinafter called "the Project") and whereas the Employer is desirous of appointing the Architects for the purpose of designing, site supervision and completion of the project.

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

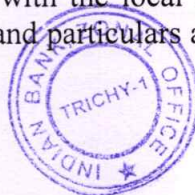
- 1) The employer agrees to pay the Architects as remuneration for the professional services to be rendered by the Architects in relation to the said project particularly for the services mentioned in the tender documents and this agreement, a fee calculated at specified percentage (as quoted in the price bid) of the estimated cost or accepted tender cost or actual cost of project whichever is less. The said fee being hereinafter called as "Basic Fee". In case there is an escalation in the actual project cost over the accepted tender cost, the payment to the Architect shall be worked out as below:

- a) 100 % of the Basic Fee on the accepted tender cost plus
- b) 50 % of the Basic Fee on the escalated cost over & above the accepted tender cost.

Subject to a ceiling of 110% of the Basic Fee worked out on the accepted tender cost and stipulation given below:-

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

- 2) The Architects/ Consultants shall take the Employer's instruction, prepare scheme designs, make approximate estimate cost by cubic measurements or otherwise, prepare working drawings, prepare structural, electrical services, drawings, prepare specifications, prepare bill of quantities and detailed estimate with rate analysis, prepare tender documents, assist in obtaining tenders, advise on tenders received, prepare contract documents, nominate and instruct consultants (if any), coordinate activities of all consultants with the local Architects/ PMC if and as applicable, prepare such further details and particulars as are necessary for the proper carrying



out of the works, advise Employer on technical and financial implication on the deviation/amendments (if any), from the approved scheme and give site supervision, measurement, quality control, variation management and complete project management.

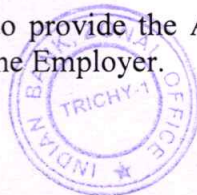
When work is executed wholly or in part with old materials or where materials, labour or carriage is provided by the Employer, the percentage shall be calculated as if the work had been executed wholly by the contractor supplying all labour and materials.

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

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

If there are any additional requirements for the drawing, the cost of supplying copies of drawings over and above the sets mentioned above shall be not reimbursed by the Employer to the Architects.

Also, the Architect has to provide the AutoCAD drawings to the client at every stages of approval from the Employer.



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

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

- i. On the preparation and approval of sketch design and preliminary estimates – 10 % of total fees.
- ii. On preparation and approval of detailed architectural working drawings, structural and service drawings as required for preparing detailed estimates of cost - 35 % of total fees (inclusive of fees paid in previous stages).
- iii. On preparation of detailed estimates, preparation of tender documents and its approval, tender process, detailed report and recommendations on tenders received – 50 % of total fees (inclusive of fees paid in previous stages).
- iv. For making visits (minimum 1 visit in a week and maximum as required at the site) to the site/employers office for inspection and quality surveillance, certification of contractors bills, preparing other details and drawings as may be required during execution along with variation control - to be paid progressively with execution of the work - 90 % of total fees (inclusive of fees paid in previous stages).
- v. Verification, certification and settlement of final bill of the contractors, issue of completion certificate to the contractors and as built drawings to the employer – 95% of total fees (inclusive of fees paid in previous stages).
- vi. At the end of Defect Liability of period of contracts - 100 % of total fees (inclusive of fees paid in previous stages).

Note:

- a) The fees as stated hereinabove will also be applicable to engineering services work.
 - b) The fees as stated hereinabove will be adjusted on the basis of the latest available estimated cost or if tenders have been received then on the lowest bonafide tendered cost. For stage (iv) onwards progressive payment will be made on the basis of cost of works done.
 - c) The final installment of fees shall be adjusted on the basis of actual cost of works, subject to the stipulation and ceiling given in clause 1 herein before.
6. i). If requested by Bank, the Architect/ Consultant shall give total supervision with complete execution responsibility within the amount quoted for Project Management Charges. The architects shall employ one Civil Engineer (minimum qualification B.E/ B.Tech in Civil Engg.) having at least 3 years experience after graduation, at the site as their representative who shall be always available at the project site (from the date of start of work to completion of work assist the Bank in day to day supervision of work, measurement of work and liaison with the Bank for execution of work. The architects shall be considered as principal employer of the engineer for



all purposes.

ii) The Architects shall not make any material deviation, alteration, addition to or omission from the approved design without the knowledge and consent of the Bank.

- 7). The Architects shall engage qualified and competent/ reputed Soil, Structural, Electrical, Water Supply & Plumbing and Air conditioning Consultants (if in house facility is not available) as required to assist them in the preparation of design and details for these services. The fees payable to these Consultants shall be borne by the Architects out of the fees received by them. The latter shall be however fully responsible for the design and soundness of the works of such Consultants and shall also co ordinate the activities of various consultants. The architects shall be considered as employer for these consultants for all purposes. The structure designed shall be earthquake resistant and shall be taken care in the design itself.
- 8). In case where the Architects/ Consultants perform partial services for any reason, including the abandonment, deferment, substitution or omission of any project and/or works, or part thereof, and if the services of the Consultants/Architects are terminated, the charges payable in respect of the services performed shall be as follows:
- Payment will be made in accordance with Clause 5 hereinabove written for the stages that have been completed. For the incomplete stage, payment will be made on quantum-merit basis in which case assessment of fees will be made with due regard to all relevant factors.
- 9). In case of any dispute between the Architect and Consultant or any other agency, the matter shall be referred to the Bank whose decision shall be final and binding on all parties.
- 10). In case it is established that due to fault of Project Architect/ Consultant the Bank has to pay any extra amount due to over-run of the Project, over measurements - faulty description of tender item or any other lapse on the part of Project Architect/Consultant necessary recovery may be effected from the Project Architect/ Consultant's fee as per provision of section 73 of Indian Contract Act 1872 under section 30 of Architects Act 1972 (Central Act No. 20 of 1972), besides Bank's taking recourse to process recovery of the extra amount incurred by the Bank.
- 11). In the event of any dispute, difference or question arising out of or touching or concerning this agreement or the execution of the project, the same shall be referred, at the option of either party (Bank or the Architects), to the arbitration of a sole Arbitrator nominated by Competent Authority of the Bank. The award of the arbitrator shall be final and binding upon the parties.

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

- 12). This agreement can be terminated by either party on giving 3 months' written notice normally to be delivered at the registered address of the parties. However, in exigent circumstances, the services of the Architects can be terminated by the Bank by giving notice of lesser period.



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

Signed, and delivered by Shri/ Smt. _____
Zonal Manager,
Indian Bank,
Trichy

in the presence of

1. _____ (Name and Signature)
2. _____ (Name and Signature)

Signed and delivered by the hands of Shri/ Smt. _____
Partner of (Name of the
Architects) in the presence
of

1. _____ (Name and Signature)
2. _____ (Name and Signature)

Place:
Date :

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



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:

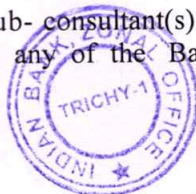
- No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- The Bank will, during 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.
- The Bank will exclude from the process all known prejudiced persons.

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

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

The Tenderer(s)/ Consultant(s)/ Sub- consultant(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

Tenderer(s) / Consultant(s)/ Sub- consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process



or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

Section3- Disqualification from tender process and exclusion from future contracts

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

Section 4— Compensation for Damages

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

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



Section 5– Previous Transgression

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

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

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

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

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

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

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.

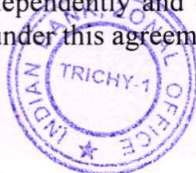
The Bank will disqualify from the tender process all tenderers who do not sign this Pact or violate its provisions.

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 Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Consultants. The Monitor is under contractual obligation to treat the information and documents of the Tenderers)/ Consultant(s)/Sub- Consultant(s) with confidentiality.

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

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

The Monitor will submit a written report to the Authority designated by the Bank, within 8 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.

Section 9—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.

Section 10—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





Notice inviting tender for selection of Architect

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. Chennai.

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

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

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

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

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

The parties hereby sign this Integrity Pact aton.....

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

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

(Office Seal)
Place-----
Date-----

(Office Seal)
Place-----
Date -----

Witness 1:

Witness 1:

(Name &Address)

(Name &Address)

Witness 2:

Witness 2:

(Name &Address)

(Name &Address)

