

Sr. No..... (For office use only)



**APPLICATION FOR PREQUALIFICATION/SELECTION OF  
PROJECT ARCHITECT / ARCHITECTURAL FIRMS/PROJECT  
CONSULTANTS- WITH CONSTRUCTION SUPERVISION**

Name of the Applicant: M/s .....

Name of the work: **Project Consultancy Work for the Construction of Regional Office, Lead Bank Office, Currency Chest, Branch Office etc. in Indraprastha Industrial Area, Kota**

Last date of submission: 22-08-2022, 3.30pm

Date of opening of Technical Bid: **4:30 PM of 22.08.2022 or subsequent date under advice to the tenderers.**

Date of opening of Price bid: **Technically qualified bidder will be notified in advance.**

Tender to be submitted in TWO Envelopes separately:

**Envelope 1** = Technical Bid comprising Tender document + Documents conforming to Eligibility Criteria + Tender Fees of Rs. 1000/- (DD)

**Envelope 2** = Price Bid

**Both the above sealed envelopes are to be kept in one large sealed envelope.**

For any enquiry / grievances – email id: [gadkotaro@centralbank.co.in](mailto:gadkotaro@centralbank.co.in)

Contact Details of Independent External Monitor (IEM) –  
Shri Trivikram Nath Tiwari, mail ID: [trivikramnt@yahoo.co.in](mailto:trivikramnt@yahoo.co.in)  
Shri Jagdip Narayan Singh, mail ID: [jagadipsingh@yahoo.com](mailto:jagadipsingh@yahoo.com)

Central Bank of India-Regional Office  
Civil lines, Nayapur, Kota, Rajasthan  
T. No: 0744-2320906 Fax: 0744-2450135, [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)

## Notice Inviting Tender

Central Bank of India, a body corporate constituted in India under the Banking Companies (Requisition and Transfer of Undertaking) Act 1970 having its Head Office at Chandra Mukhi, Nariman Point, Mumbai - 400021 hereinafter called "Bank" invites sealed tenders from eligible bidders for work as briefly outlined below. For complete description of the requirement, please refer to the tender document.

S. No	Description	Estimated Project Cost	Deadline for Tender Submission	Schedule for Tender Opening (only Technical Bid)
1	Project Consultancy Work for the Construction of Regional Office, Lead Bank Office, Currency Chest & Branch Office etc. in Indraprastha Industrial Area, Kota	Rs. 3 Crores (approx.)	22-08-2022, 3.30 pm	22-08-2022, 4.30 or subsequent date under advice to the tenderers

Tendering shall be conducted in accordance with Open Tender procedures of the Bank. Prospective bidders must take note of the qualification requirements as specified in the tender documents. Bids must be accompanied by tender fees as specified in the tender document.

A complete set of tender documents may be purchased by interested prospective bidders from address specified in the tender **document upon payment of a non-refundable fee of Rs.1000 (Rupees One Thousand only) by demand draft/ banker's cheque in favour of "Central Bank of India" and payable at Kota.** (Exemption: Submission of valid Micro and Small Enterprises (MSEs) certificate as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department). Tender document can also be downloaded from the website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in). Any tender not accompanied with the specified tender fee shall be rejected.

Tender offers will be opened as per the schedule mentioned above at the address mentioned below in the presence of the bidders' representatives who choose to attend the opening of tender on the above-specified date, time and place. Technical specifications, Terms and conditions, and various formats for submitting the tender offer are described in the tender document.

Type of Bid : Two Bid System

**a) Envelope-A:** Marked with "Technical Bid" should contain tender fees in the form of Demand Draft drawn in favour of Central Bank of India" Payable at Kota. The technical information has to be prepared very carefully as indicated in the tender document since it will be the basis for the pre-qualification of bidders. Only relevant and to the point information/document should be furnished. Failure to provide any required information / document, may lead to rejection of the offer. The Bidders must read the tender document very carefully before signing on it. Technical formats and all other Annexures and relevant

supporting documents including tender document duly signed and stamped on each page as token of acceptance of the terms & conditions should be enclosed.

**b) Envelope-B:** Marked with “Financial / Price Bid” and should contain only Financial Bid/quotation formats duly signed and stamped with date by the authorized representative as token of acceptance of the terms & conditions. The consultancy fee as given in the schedule have to be quoted in figures inclusive of all but excluding GST in the financial bid.

c) All pages of bid including terms and conditions of tender document should be signed with stamp serially numbered by authorized person only.

d) The sealed Tender in the prescribed tender form in one envelope comprising PART -1 (Technical Bid= This Tender document + Documents conforming to Eligibility criteria + Tender Fees) & PART-2 (PRICE BID) should be submitted to CM-GAD, Central Bank of India, Regional Office-Kota, Hotel Airlines Building, 3/B, *CIVIL LINES, NAYAPUR*, Kota-324001, Rajasthan super scribed “PROJECT CONSULTANCY WORK FOR THE CONSTRUCTION OF REGIONAL OFFICE, LEAD BANK OFFICE, CURRENCY CHEST & BRANCH OFFICE ETC. IN IIA- KOTA”.

(e) The Tender documents are to be submitted in a single sealed envelope comprising of two small envelopes having Technical bid and price bid. Firms conforming to eligibility criteria mentioned in this tender document shall apply for the tender. Any question/doubts related to tender document may be clarified with Bank over phone on 0744-2320950 (10am to 5pm). The bids shall not include any conditions whatsoever. Only unconditional tenders will be accepted. Any conditional tender will be liable for rejection. Any bidder desirous of imposing any condition having financial implication should read the tender appropriately and should not put any condition in the tender.

(f) The envelope should be submitted to the above office on and before 3.30 PM of 22.08.2022. The Technical Bid of tender will be opened at 4.30 PM on 22.08.2022 or subsequent date under advice to the tenderers at above mentioned address in presence of tenderers or their authorized representatives who choose to be present. Date of Opening of Price Bids will be informed in advance to technically qualified bidders.

(g) Tenders received late on account of any reason whatsoever shall not be entertained

(h) The Defect Liability Period of the said work shall be for 1 year from the date of work completion and handing over of site by contractor duly accepted by Bank.

(i) Validity of the Tender shall be 120 days after the deadline for submission of bids prescribed by Bank.

(j) The Employer does not bind himself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason for doing so.

(k) Any addendum/corrigendum thus issued shall be part of the Tender Document, information related to Pre-bid conference and any such other matter shall also be posted only on the Bank’s website. Therefore applicants are requested to frequently visit the Bank’s website regarding modifications / corrigendum issued.

(l) For any further information on the tender, Central Bank of India, General Administration Department, Regional Office-Kota may be contacted

**Regional Head,  
Central Bank of India, Regional Office-Kota**

## Prequalification & Selection of Architect / consultants

### **1. Introduction**

Central Bank of India was established as the first fully Swadeshi bank by Sir Sorabhji Pochkhanawala in 1911 and was nationalized in the year 1969 by an act of Parliament. The bank is a leading public sector undertaking listed in BSE / NSE. More information is available on our website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in).

### **2. Objective**

The Bank is in the process of Construction of Regional Office, Lead Bank Office, Currency Chest, Branch Office, etc. on a plot of approximately 760 sqmt area at Indraprastha Industrial Area, Kota. The Bank intends to pre-qualify/select architects/architectural firms who can undertake Consultancy Work for the design and supervision work of construction of building along with parking, land development, air-conditioning, electrification, data cabling and allied works, DG set, security equipment, lifts, data cabling, overall interior and exterior furnishing including furniture work, Solar panel, water supply, etc. and all other services which may be required in Office Building.

### **3. General Guidelines**

- 3.1 Architect/architectural firms / consultant shall apply for prequalification in prescribed format, which can be down loaded from the web site.
- 3.2 Architect/ architectural firms / consultants shall also authorise the Bank to approach his Employers, Clients, Corporations, Organization, etc. to verify architect / consultant's general reputation / competence.
- 3.3 Application form shall be submitted in sealed envelope super scribing 'Application for Project Consultancy Work for Construction of Regional Office, Lead Bank Office, Currency Chest, Branch Offices etc. at IIA Kota, Rajasthan.
- 3.4 The application shall be submitted strictly in the format as mentioned along with the supporting documents.
- 3.5 The application shall be signed by the person/s on behalf of the organization having necessary Authority/ Power of Attorney to do so. Each page of the application shall be signed and copy of Power of Attorney / Memorandum of association (Wherever applicable) shall be furnished along with application.
- 3.6 If the space in Performa is insufficient for furnishing full details, such information may be supplemented on separate sheet stating therein the part of Performa and serial number. Separate sheets may be used for each part of application. While filling up the application with regard to list of important projects completed or in hand the applicant shall only include major works handled by the firm.
- 3.7 Central Bank of India will not be held responsible for the tender documents sent through post / courier but not received in our office by the scheduled date and time.

Their offers will not be considered on any account even if the tender documents were dispatched by the tenderers before the due date. The cost of post /courier will be borne by the intending tenderers.

- 3.8 Application containing false and / or incomplete information is liable for rejection.
- 3.9 The applicant should enclose draft (non refundable) for Rs. 1,000/- in favour of Central Bank of India, payable at Kota.
- 3.10 The bank reserves right to accept or reject any or all the application.
- 3.11 Completed document shall be submitted up to 22-08-2022, 3.30 pm to the office address as mentioned below:

**Regional Head,  
Central Bank of India, Regional Office,  
Civil Lines, Nayapur, Kota, Rajasthan.**

**4.0 The eligibility criteria for pre-qualification shall be as under :-**

- 4.1 The applicant should have minimum 5 years' as an architect registered with Council of Architecture and experience in the field of institutional buildings.
- 4.2 The Firm should be registered having minimum 5 years of existence and experience.
- 4.3 The architects/ architectural firms / consultants must have successfully completed project consultancy for works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following:  
(I) For Three similar completed works costing not less than the amount equal to 40% of the estimated cost OR (II) For Two similar completed works costing not less than the amount equal to 50% of the estimated cost OR (III) For One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- It is mandatory to attach work order / agreement copy / completion certificates / or any other relevant document duly signed/attested by competent authority of employer as a proof of execution of above work to be accepted at sole discretion of Bank.
- 4.4 The architect / consultant should be member of Council of Architecture. If the firm is a partnership firm or limited company then it should be as per Council of Architecture Public Notice dated 20.05.2013.
- 4.5 The architects/ architectural firms / consultants should have PAN & GST nos.
- 4.6 The firm should have preferably a functional office at Kota.
- 4.7 Report regarding satisfactory performance from minimum 2 clients shall be submitted.
- 4.8 Consultancy Firm should have an average annual turnover of Rs.10 Lacs during the last 5 years, ending 31 March 2021. (Only the professional fee towards consultancy shall be accounted for). This should be duly audited and certified by Chartered Accountant, if required as per norms. These should be supported by audit statements or tax returns.
- 4.9 The firm should have adequate organizational structure comprising of qualified architects, engineers, specialist, other technical officers and staff along with associated if any, to execute work of such nature and magnitude.

**Similar Work definition:** work of design and supervision of Institutional & Multi storeyed Office over a minimum plot area of 760sqmt or large Government/Semi-Government / Private Sector organization along with site development, water supply, sewage, electrical, fire detection & fighting, wired internet & security etc. The Building Parameter is as under:

- (A) Set-Back - (i) Front (West side) = 9m & (ii) Other Fronts = 4.5m.
- (B) Ground Coverage – Area Remaining after Set-Back.
- (C) FAR - (i) Standard = 1.33 & Maximum = 2.25 (on betterment levy)
- (D) Maximum Height = 12m
- (E) Parking = 1 ECS per 50sqm of FAR area.

**The above parameters should be updated / modified as per latest available local Building Bye laws, NBCC codes and such statutory standard codes in consultation with Bank.**

## **5.0 Conflict of interest –**

- 5.1 The applicant/s should not have controlling shares / should not be owner of 2 firms submitting the applications.
- 5.2 The applicant (including their staff and sub contractors) should not have a business or family relations with such members of bank staff who are directly or indirectly involved in the project.
- 5.3 The applications having conflict of interest shall be rejected.
- 5.4 The consultant shall avoid any conflict of interest while discharging contractual obligations and bring before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering any advice or service.

The consultant must act, at all times, in the interest of the Bank and render any advice / service with professional integrity. A consultant is expected to undertake an assignment / project, only in areas of its expertise and where it has capability to deliver efficient and effective advice / services to the Bank.

## **6.0 Process of pre-qualification and selection of architect/architectural firms.**

- 6.1 The pre-qualification will be strictly based on fulfilling the eligibility criteria. The decision of the Bank in this regard shall be final.
- 6.2 The Tender Committee shall scrutinize the documents furnished in Envelope-A to determine suitably qualifying bidders. At the time of evaluation of technical bids, Central Bank of India may ask the bidder (s) to arrange site visit where the bidder has already executed such type of works as mentioned in the bid.
- 6.3 Architects/Architectural firms/company who will be pre-qualified in stage one shall participate in financial bid opening process.
- 6.4 The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 bidders will be accepted subjected to the confirmation of authenticity of the Pre-Qualification documents from the concerned department. The Committee may negotiate with the architect on his fees and other terms and conditions as per Bank's policy.

## **7.0 GENERAL CONDITIONS FOR DESIGN COMPETITION**

- 7.1 The right to suspend the pre-qualification process or part of the process, to accept or reject any or all applications at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason is reserved by CBI without any obligation or liability whatsoever.
- 7.2 The architect shall execute agreement with the Bank as per Bank's format.
- 7.3 The consultant shall visit the plot to get acquainted with location and surrounding area. Regional Manager at Regional Office, Kota may be contacted in this regard.
- 7.4 The project architect shall make applications to statutory / government / semi government bodies / organizations and obtain the necessary permission from them. The cost of liaison with the all the above bodies shall be borne by project architect from the fee to be paid. The commencement certificate / approval from local municipal authorities must be obtained within 6 months from the date of appointment letter or approval of the design whichever is later.

- 7.5 The entire document shall be duly signed on all pages and returned to the Bank. The offer letter shall be submitted in separate sealed cover.
- 7.6 The Bank reserves itself the right to accept or reject any or all the offers.
- 7.7 The applicant should not have been disqualified / debarred / terminated on account of poor or unsatisfactory performance / blacklisted from any of the public sector banks / public sector organizations / government / semi-government organizations including any of the offices / branch of Central Bank of India during last 5 years as on the date of publication of this tender notice.
- 7.8 Details of civil suits or any other litigation, if any that arouse during execution of the contract / work in last 5 years. Based on the details submitted herein, it will be sole discretion of Bank to consider or not consider the tenderer. – Proforma 2.
- 7.9 No compensation whatsoever of any type at any stage shall be done to Consultant for any avoidable / unavoidable conditions in start / during execution / completion of work.

## **8.0 THE SCOPE OF DUTIES OF PROJECT ARCHITECT**

The applicant will sign an agreement with bank, mentioning in detailed scope of the work and duties. However the gist of the major role of the applicant is given in brief as under:

- 8.1 The consultant shall take the Bank's instruction, prepare Detailed Project Report (DPR), sketch designs, make approximate estimate cost by cubic measurements or otherwise, prepare drawings, maps, layouts sufficient for making applications for work licenses to local authorities or for other approvals, prepare working drawings, prepare structural drawings and other drawings and designs as required, prepare specifications, prepare bills of quantities, and detailed estimate with rate analysis, prepare tender documents, advice on preparation of a panel of contractors to be invited for tendering, assist in obtaining tenders, advise on tenders received, prepare contract documents, nominate and instruct Service Consultants (if any), coordinate activities of all Consultants, prepare such further details and particulars as are necessary for the proper carrying out of the works, advise Bank on technical and financial implications of the deviation / amendments (if any), from the approved scheme, the consultant shall carry out day to day supervision as per 2.4.1 of IBA manual, measurement, quality control, variation management and complete project management of works.
- 8.2 Submitting a proper PERT Chart/Bar chart incorporating all the activities required for the completion of the project well in time i.e. preparation of working drawings, structural drawings, detailed drawings, calling tender, etc. The program should also include various stages of services to be done by the consultant in co-ordination with the Architect.
- 8.3 Submitting required drawings to the Municipal and/or any other appropriate local authorities and to maintain liaison with local municipal corporation, government authorities and obtaining their approval, commencement certificate, plinth checking certificate, intermediate approvals during the construction, completion certificate, occupation certificate etc. Completion of requisite formalities and obtaining

permission water supply, drainage, electrical supply, lift licenses and other services to be used for the premises.

- 8.4 Preparing architectural working drawings, structural calculations and structural drawings, layout drawings for water supply and drainage, electrical installations, telephone installation, etc., detailed estimates and all such other particulars as maybe necessary for preparation of bill of quantities.
- 8.5 Prepare tender documents and issue sufficient number of copies as may be required for calling the tenders.
- 8.6 Preparing pre-qualification documents.
- 8.7 Preparing detailed tender documents for various trades viz. general building work and specialist services such as water supply and sanitary installations, electrical installations, etc. complete with articles of agreement, special conditions, conditions of contract, specifications, bill of quantities, including detailed analysis of rates based on market rates, time and progress charts, etc.
- 8.8 Preparing tender notices for issue by Bank or inviting tenders from prequalified / shortlisted parties on behalf of Bank as per Bank's / CVC guidelines, as the case maybe for all trades and submitting assessment reports thereon, together with recommendations specifying abnormally high and low rated items. Preparing contract documents for all trades and getting them executed by the concerned contractors. 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 labors for major items of works costing about 90% of the estimated cost of the work.
- 8.9 Preparing for the use of the Bank, the contractor and site staff, 4 copies of contract documents for all trades including all drawings specifications, and other particulars. Preparing such further details and drawings as are necessary for proper execution of the works.
- 8.10 Prepare such further details and particulars as are necessary for proper carrying out of the works,
- 8.11 Carry out Pre-bid meeting as per Bank' approval.
- 8.12 Carry out regular and day-to-day supervision of site works, arranging site meeting on regular interval, measurement, quality control on material and workmanship, variation management and ensuring smooth completion of works, coordinate various construction activities being carried out by various agencies at site, to ensure that the work proceeds as per schedule and to keep the Bank informed regarding progress of the work by submitting regular and periodical progress reports with photographs.
- 8.13 Assuming full responsibility for 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.
- 8.14 To issue sufficient copies of drawings / instructions to the Bank and contractors as may be necessary to carry out the project.
- 8.15 No deviation or substitutions should be authorized by the Consultant / Architect without working out the financial implications, if any, to the contractor and obtaining approval of the Bank.

- 8.16 Working out the theoretical requirement and actual consumption of cement and steel any other material specified for each bill.
- 8.17 Checking measurements of works at site. Checking and verifying contractor's bills, issuing periodical certificates for payments, and passing so as to enable the Officer-In-Charge of Bank to make payments to the contractors after cross-verification as per Bank's satisfaction and adjustments of all accounts between the contractors and the Bank. Consultant / Architect shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Architect / Consultant to check all the measurements of various items in each running and final bill and submit the recommendations as below:

Certified that the various items of work claimed in this ...running / final bill by the contractor M/s.....have been completed to the extent claimed and at appropriate rates and 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 to the extent of 100% of each item claimed in this bill. Hence the bill is recommended for payment of Rs.....

Date....

(Signature of Architect/Consultant)

The Architects shall endorse the above certification in the relevant Measurement books also.

- 8.18 Submitting a detailed account of steel, cement and any other material that the employer may specify and certifying the quantities utilized in the works.
- 8.19 Obtaining final building completion certificate and securing permission of Municipality and such other authority for occupation of the building and assisting in obtaining refund, if any made by the employer to the Municipality or any other local / statutory authorities.
- 8.20 Appearing on behalf of Bank before the Municipal Assessor or such other authorities in connection with the settlement of the rateable value of the building and tendering advice in the matter to the Bank.
- 8.21 On completion of the project, prepare "as built" completion drawings of architectural, structural, water supply and drainage works, and electrical and other services alongwith a brief report on the project and relevant structural design calculations and submitting 4 copies of the same for the records of the employer.
- Further, the Architect/ Consultant shall verify and confirm that identification marks are made on all service installations / cables/ wirings etc. for easy identifications to carry out maintenance jobs.
- 8.22 The Architects/Consultant shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception upto the handing over for occupation to the employer and for the period thereafter as per this tender.
- 8.23 The Architect / Consultant shall assist the Bank in all arbitration proceedings between contractors and the Bank and also defend the Bank in such proceedings.
- 8.24 The Architect / Consultant shall furnish as per Bank's direction complete set of structural designs, calculation and structural drawings for the Bank's record.

- 8.25 Any other services connected with the works usually and normally rendered by the Architects / Consultant, but not referred to herein above.
- 8.26 To advise the Bank well in advance regarding steps to be taken by the department to discharge Bank's responsibilities in execution of contract agreements and for smooth and speedy progress of work.
- 8.27 To hold periodical review meetings and regular site meetings (minimum 1 in week) and circulate the minutes of meeting duly signed by each to all concern immediately.
- 8.28 The Project Architect / Consultant shall submit monthly report to Bank on progress of work, deviations, extra and additional works, cost overrun, delay in work, hindrance in work, if any with reasons thereof etc. along with the revised BAR chart and suggestions / observations.
- 8.29 The Project Consultant shall depute full time "Engineer", other technical staff & administrative staff during the execution of the project for smooth management of site. The consultant shall maintain all relevant documents required by Bank as per CVC/CTE circulars and guidelines.

#### **9.0 THE STRUCTURE AND SCHEDULE OF PAYMENT OF FEE:**

(A) - The Bank agrees to pay the Project Architect / Consultant as remuneration for the professional services to be rendered by the Project Architect / Consultant in relation to the said Project particularly for the services hereinafter mentioned, a fee calculated at .....% (to be quoted in separate envelope as price bid) of the actual cost of work / accepted tender cost whichever is less + GST. The said fees being hereinafter called as "Basic fee". The said fee is inclusive of extension of time permitted for the works or delay in completion of the works by the contractors but excluding of GST. Nothing extra will be paid for increase in project cost due to escalation in prices of material and labor. In case there is an increase in the actual project cost over the accepted tender cost, the payment to the Project Architect / Consultant shall be worked out on the actual cost of work arising as a result of authorized changes in the specifications and / or quantities of the scheduled items or the operation of duly approved additional, substitute or extra 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 subject to the ceiling worked out as given below in Notes (C-5):

(B) - Stages of Payment will be as given below:

S.No.	Stages (description)	Percentage of Total fee payable as per conditions / milestone described in stages (description)
1	On the approval by Bank of sketch design and preliminary estimates including reports of site survey & soil investigation etc.	10%
2	On preparation of required drawings, sketches, maps,	5%

	layouts and particulars for structural work, services, etc. for applications to be made to Local Authorities for approval and obtaining all the permissions, clearances from the local statutory/ civic authorities/ municipal corporations to start the construction work of building	
3	On approval by Bank of detailed architectural working drawings and structural/ service drawings sufficient for preparing detailed estimates of cost	10%
4	On approval by Bank of detailed estimates, preparation of tender documents, carrying out tender process and advising on tenders received, carrying out technical and financial evaluation of bids as per Bank's and CVC guidelines and submitting the reports with recommendations	10 %
5	On award of job to the successful tenderer	5%
6	Construction Stage- For making periodic visits for inspection and quality surveillance preparing other details and drawings as may be required during execution along with variation control <b>to be paid progressively with execution of the work and on value / in proportion as per the running bill certified, approved and paid to contractor by Bank.</b>	50%
7	Obtaining final building completion / occupancy certificate and other approvals for Electricity, water, sewage, lifts, etc. from the concerned statutory authorities and Issue of completion certificate of Project to the contractors after occupancy / shifting into the building by Bank and submission to Bank all the "as-built" drawings	5%
8	At the end of Defect Liability period of contracts including contractor's work.	5%

**(C) Notes:**

1. The fees as stated hereinabove will also be applicable to engineering services work that may be assigned to the Project Architect/ Consultant for overall completion of the Project.
2. The fees as stated herein above will be first adjusted on the basis of latest available approved estimated cost of Project and after tenders have been received then on the lowest bonafied tendered cost of Project. For stage 6 and onwards, progressive payment will be made on the basis of cost of works i.e. value of works done by contractors.
3. The final installment of fees shall be adjusted on the basis of actual cost of works i.e. actual project cost and amount paid as per above stages of payment subject to the stipulations and ceiling given in clause 9 (A) and C-5 above.
- 4. For calculation of fees bought items shall be excluded.** Decision of Bank in this regard will be final and binding. Bought out items will be office accessories which are standardized supply only items like electrical fixtures such as fans, Air-conditioners, lights, planters, pictures, water purifiers, chairs, sofa, CPU trolley, Foot rest, standalone table etc. However, if the services of consultant are availed for finalization

/ design of these items, fee@25% of basic / quoted fees shall be payable on the cost of item.

5. The above fee is subject to overall ceiling of 110% of the "Basic fee" worked out on the accepted tender cost.

## 10.0 Design Brief

**Description of Project:** The project involves the construction of Regional Office, Lead Bank Office, Currency Chest, Branch Office etc. on approximately 760 sqmt land at Indraprastha Industrial Area, Kota. The project shall be developed as a Corporate Centre of the Bank reflecting the image of the Banking Organization as a pioneer in innovative and unique banking activities of the Industry.

### Administrative Office comprising of following (Tentative - subject to vary):

- a) **Regional Manager Office with attached**
    - Conference (30 Persons)
    - Provision for - Waiting area & PA
    - Washroom
  - b) **Deputy Regional Manager / 2nd in Command office**
  - c) **Chief Managers (at respective Departments) - 4 Nos.**
  - d) **Working hall for departments**
    - Planning & Development Deptt. - 3 Persons
    - Operations Deptt. - 3 Persons
    - General Administration Deptt. - 2 Persons
    - Law Deptt. - 1 Persons
    - Rural Development Deptt. - 2 Persons
    - Recovery Deptt. - 3 Persons
    - Credit Deptt. - 3 Persons
    - H.R. Deptt. - 4 Persons
    - Marketing Deptt. - 2 Persons
    - Miscellaneous - 10 Persons
  - e) **Regional Computer Centre**
    - Server room
    - UPS Room
    - Staff - 4 Persons
    - Storage & Repairing Area
  - f) **Canteen / Cafeteria - (30Persons)**
  - g) **Branch Office comprising of an area of 1500-1800 Sqft – preferably in front area at Ground Floor**
  - h) **Lead Bank Office - 1 Person**
  - i) **Other Offices - 5 Person**
  - j) **Currency Chest - 6-8 persons**
  - k) **Washrooms etc. other facilities as per requirement.**
- **Stilt & Basement – Parking & Building Services as per Building Bye laws and site conditions and Flood levels.**

**SCOPE OF WORK:** Regional Office, Kota intends to avail comprehensive preparation of Survey Plan of the Site/testing of the bearing Capacity of soil, Contour plan showing the NSL of Site /layout Plan/ Architectural Drawings as per requirement of the Development Authority, Kota in accordance with guidelines and space standards for barrier free built Environment for Disabled and Elderly persons and guidelines for setting up of Public Areas, Technical areas, Auditorium and Foyer including internal Electrical Services/ Internal Public Health Services (Plumbing), Toilet details, stair case details, joinery details, drawings for shutters etc. / layout plan including Designing & Planning of Net work of roads, sewerage system (including disposal work), drainage, water supply system, Internal and External Electrification & Street Lighting Landscaping, Horticulture, signage, designing of entry & welcome gates, interior design/decoration, structural design including foundation design duly vetted from any Government Engineering College or NITs, Preparation of detailed estimates on the basis of Schedule of Rates (Rajasthan) plus latest sanctioned ceiling premium, preparation of model of the project and preparation of DNIT of works / communication system/ power supply system /Fire Fighting/ flooring/false ceiling/ internal lighting / Cladding / Rain water Harvesting system / Air-conditioning/solar panel/ UPS system / DG sets or any other activity /services required for completion of work of office building to the entire satisfaction of Officer-in-Charge. Also preparing all the details, drawings, BoQ for Currency Chest as per RBI's circulars/ specifications for the desired / category / class of Currency Chest. The Consulting Firm shall be responsible for the following scope of work:-

- a) **Preliminary Planning Stage:** Preparation of the concept drawings & detail drawings to be evolved as per provisions / rules applicable to the area of all buildings, guidelines and space standards for barrier free built Environment for Disabled and Elderly persons and guidelines for setting up of Public Areas, Technical areas, Auditorium and Foyer, services both internal and external including electrical, communication, fire fighting, anti-termite, earth quake resistant, landscaping etc. indicating complete scope of work, specification and cost estimates for each sub head / package. Obtain approval of all local and other authorities at all stages of work till completion of project as per requirement and also prepare completion drawings for the same and obtain completion/occupancy certificate from Competent Authorities and handover the same to Bank.
- b) **Drawings For Estimates:** Prepare drawings, including structural designing of all works mentioned above in consultation with the Officer-in-Charge of Bank and also obtain approval for all subsequent changes / deviations and to make available all documents pertaining to the same to the Officer-in-charge. The structural drawings should be got proof checked and approved from any Government /Autonomous Engineering Institute / Research Institute.
- c) **Detailed Estimate And Tendering:** Prepare and supply DNIT along with detailed calculations for all items of work together with detailed specification and detailed architectural drawings, foundation drawings. Detailed estimate on standard schedules justified cost based on Schedule of Rates (Rajasthan) applicable in Rajasthan State or norms approved by Rajasthan PWD B&R Branch and tender documents sufficient to enable the Officer-in-charge to invite tenders for each sub-head/ packages.

- d) Directing and coordinating all Architectural, structural Engineering and surveying work and prepare (with help of Officers, surveyor and other Consulting Firms, as necessary) complete working details, schedules, specifications and bill of quantities to describe the whole project adequately for the purposes of taking approval from the authorities of maps, layouts and for placing the main and other subsidiary contracts
- e) Working Drawing Stage: Preparation of detailed drawings of Architectural, Structural, Electrical, Landscaping Services etc. and all the services mentioned under the Head INTENT including drawings showing details of all utility services internal & external details of specification of all special items of work that may be involved and preparation of model of the project.
- f) Construction Stage: Supply of all Architectural, Structural and Services working drawings, specification and details which may be required for proper execution of the work. Prepare and obtaining approval from the Officer-in-charge for any material deviation in design of cost of the working drawings schedule and specifications for the approval scheme of approved cost of the work. Carry out regular and day-to-day supervision of site works, arranging site meeting on regular interval, measurement, quality control, variation management and ensuring smooth completion of works.
- g) On Completion: Prepare completion drawings and all other documents and submitting to local statutory authorities on Bank's behalf and obtaining approval including elevations and section and structural details indicating details of building and all services of built and supply four (4) sets of completion drawings and as built drawings to Officer-in-charge including soft copy. These are in addition to drawings details mentioned in above clauses. Also, apply and obtain approval of electrical, water, sewage, environmental, lifts etc. clearances from the concerned local / statutory authorities.

**NUMBER OF DRAWING SETS AND DOCUMENTS TO BE SUPPLIED**

Consulting Firm shall submit to the Officer-in-charge the following:

1	Supplying of Design/ Drawings for Architectural/ Civil/ structural design / electrical / plumbing / interior design/ landscaping / lighting /Air-conditioning/ Network of Roads, sewerage, drainage, water supply/ graphic signage/ communication system/elevator /power supply system/ fire fighting/ data cables/ flooring/false ceiling/ internal lighting/paneling/ furniture/ cladding/ storage units/acoustics / anti-termite/ earth quake resistant and rain water harvesting system, Lift works, etc	Two sets for each services for the project for Contractor Two sets of all drawings for Bank
2	Supply of detailed estimate of each service as mentioned at 1 above.	Three (3) sets of each work of the project

3	Supply of DNIT/ Tender Documents of each service as mentioned at 1 above.	Three (3) sets of each work of the projects.
4	Completion drawings of all services with a complete set of design calculations and structural drawings to form a permanent record of the Bank to be consulted in case of any future additions / alterations at a later stage and as built drawings.	Four (4) sets
5	Back up of all the documents mention from (1) to (3) above	CD/Pen drives-2 nos

### **ACTIVITY TIME FRAME**

	<b>Activity</b>	<b>Time Frame</b>	<b>Remarks</b>
1	Pre construction activities		
a	Preliminary design	15 days	
b	Final design	10 days	Final design to be Submitted after approval of Preliminary design by the Officer-in-charge of Bank.
c	Preparation of drawings for detailed estimate	15 days	
d	Tender document with “DNIT” and detailed estimate and draft tender document for calling of tenders.	20 days	
2	During construction		
a	Preparation of working drawings as and when required	1 week in advance	
b	Supply of working drawing good for each activity for construction during progress of work	1 week in advance	
c	Supervision	Regular	

### **GENERAL CONDITIONS**

1. The design concept shall be modern and innovative.
2. Each page of the documents should be signed by the bidder or his authorized representative. Offer shall be submitted in sealed cover super-scribing the name of the work on the cover.
3. The project should be designed confirming to the prevailing building bye-laws, NBC, guidelines and space standards for barrier free built environment for disabled and elderly persons, guidelines for setting up Public Areas, technical areas, auditorium & foyers as applicable. The Consultant will have to make modifications in the Architectural Drawings and Structural Drawings as per the requirement of the Bank Authorities at any stage during the currency of the work for which no extra payment will be made.

4. Central Bank of India, Regional Office, Kota **shall recover the security deposit from the work done of the Consulting Firms @ 5% from each running account bill subject to a maximum of Rs.1.00 lacs.** The security shall be released within one month from the date of successful completion and handing over of project with all the approvals / sanctions from the local / statutory authorities to the entire satisfaction of the Officer-in-Charge of Bank.
5. The interim payment of consultancy bill in respect of complete items of work shall be paid progressively with execution of the work and on value / in proportion as per the running bill certified, approved and paid to contractor by Bank.
6. Consulting Firm shall submit the time frame for completion of various stage of the job of works assigned to them.
7. Consulting Firm shall also submit all originals in form of soft copy (CD) of tracing of the drawings and other documents like estimates, analysis of rates of various items & tender documents.
8. The Project Architect / Consultant shall engage qualified and competent reputed Structural, Electrical, Water supply & Plumbing, Air-conditioning etc. consultants to assist them in the preparation of design and details for these services. The Consultants will be appointed with the approval of the Bank. The fees payable to these Consultants shall be borne by the Project Architect/ Project Consultant out of the fees received by them. The Project Architects / Project Consultant shall be fully responsible for the design and soundness of the works of such Consultants and shall also coordinate the activities of various other consultants.
9. Statutory taxes or any kind of tax and its increase or decrease (except GST) after submission/ opening of offers shall deemed to be included in the fee quoted herein. No claim shall be entertained.
10. Termination: In case Consulting Firm fails to fulfill its duties diligently as per the completion time schedule, its services shall be terminated with 15 days notice and security amount will be forfeited.
11. In the event of any dispute during this project work between the parties hereto arising out of or in any way relating to or concerning this consultancy work the same shall be referred to the Sole Arbitrator appointed by both parties, who may be ret'd. judge of Hon'ble High court as per the Arbitration and Conciliation (amendment ) Act 2019, within 30 days from date of dispute and after that claim may be filed to an sole arbitrator, after duly receipt of completion certificate of sole project work from the project architect / consultant, who may be eligible to file " if any" before sole arbitrator, within time as stated above. The Arbitrator shall give written reasons for his award.
12. Consulting Firm, whose tender is accepted will be required to furnish an Indemnity Bond to be obtained as stamp applicable at Rajasthan approved by the Officer-in-charge of requisite amount that in case of failure of structure due to inadequacy/deficiency in structural design/drawings within ten years from the date of completion of buildings, the charges of rehabilitation of the buildings and any loss on that account will be borne by the Consulting Firm.
13. All design and drawings should be based on original concept (Should not be copy of the any of the project situated anywhere) and copy right of all drawings and design made by the Consulting Firm will remain the property of the Central Bank of India.
14. A continuous liaison shall be maintained by the Consulting Firm with the Officer-in-charge of Bank during preparation and presentation of Design and Drawings. Any advice tendered by the Officer-in-Charge in respect of the Design and Drawings shall be binding on the Consulting Firm.

15. The Consultant will have to prepare presentation drawings, perspective view, model and power point presentation of the project, the copies of which will be retained by Central bank of India. The Consultant shall also supply presentation drawings, perspective views, accommodation & area details for the brochure and the advertisement of the scheme.
16. Consulting Firm will be responsible for the correctness of Design and Drawings of all the components of the building.
17. Consulting Firm has to make his own arrangements for laboratory, machinery, equipments and any other items required directly or indirectly for preparation and presentation of Design and Drawings.
18. No claim shall be entertained on account of increase in the wages of the staff, material etc. required directly or indirectly for preparation and presentation of Design and Drawings.
19. Officer-in-charge reserves the option and right to cancel the Contract if it is found during the currency of the Contract that the speed and quality of the work done does not commensurate with the time elapsed and re-allot the same to any other Consulting Firm with due notice without liability of any kind of payment or any compensation.
20. Rates quoted by the Consulting Firm shall be for complete work in all respects and include supply/carriage of laboratory equipments, machinery, material royalty, octroi charges and all other taxes excluding GST and no claim on account of fluctuation of price due to any cause shall be entertained.
21. All Taxes on fees paid to consultant excluding GST, if any, shall be paid by the Consulting Firm themselves direct to the respective tax departments in accordance with their rules and regulations in force from time to time without intervention of Central Bank of India, Regional Office, Kota. However Income Tax shall be deducted at source from the payments due to the Consulting Firm as per provisions of Income Tax Act.
22. Nothing extra shall be paid for material/labor required for the work directly or indirectly and the rates to be quoted by the Consulting Firm shall include all the charges thereof.
23. Consulting Firm shall strictly follow the methodology and sequences of operation etc. as given by it in its technical data and accepted by the officer-in-Charge. Any modification can be allowed only with the prior approval of the officer-in-Charge.
24. Central Bank of India shall be entitled to copy right of all the documents, drawings and other materials produced for the purpose of this project by the Consulting Firm who shall not use any of such documents or material for any other purpose other than project except with the permission of the Officer-In-Charge. The Central Bank of India shall have the full right to utilize fully or partly any part of the Design/Drawings on any other building of Central Bank.
25. Any other detail which is considered necessary and relevant to the work and not covered in the scope of work above and directed by Officer-in-Charge shall also be deemed to have been covered in the scope of work and shall be carried out by the Consulting Firm without any extra cost to Central Bank of India.
26. All disputes regarding this work shall be restricted to Civil Courts located at Civil Courts / Tribunal / Forum located at Kota.
27. Officer-in-charge or his representative shall have the right to watch and supervise the work.
28. Consulting Firm should be available at site of project for discussion or assistance, if required by the Officer-in-charge without any extra charges.
29. Officer-in-charge of Bank reserves the option to take away any item of work or any part thereof at any time during the currency of the Contract and re-allot it to any other Consulting Firm with due notice to the Consulting Firm without liability of any kind or payment of any compensation.

30. In case where the Project Architect / Consultant perform partial services for any reason, including the abandonment, deferment, substitution or omission of any project and/or works, or part thereof, and if the services of Architect/Consultant are terminated, the charges in respect of the services performed shall be as follows:  
Payment will be made in accordance with 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 as per the discretion of Bank whose decision will be final and binding.
31. Structural design should cater for the telephone lines, public health services, electric lines, electric conduits etc. The structural design should also cater for firefighting/air conditioning if required.
32. Consulting Firm shall submit the Price Bid to cover all the professional charges for the service rendered for the jobs mentioned above.
33. Time schedule and payment schedule for supplying the Design, Drawings, various documents, construction supervision & project completion are explained under the head "STAGE OF PAYMENT OF FEES" & "ACTIVITY TIME FRAME".
34. In case where the Project Architect / Consultant perform partial services for any reason, including the abandonment, deferment, substitution or omission of any project and/or works, or part thereof, and if the services of Architect/Consultant are terminated, the charges in respect of the services performed shall be as follows:  
Central Bank will make the payment of the Consultancy Charges payable for the services so provided up to that stage stipulated in the agreement after making 10% (Ten Percent) deduction of the Total Fees payable to the Consulting Firm under this agreement. In case, the 10% deduction of Total Fee payable to Consulting Firm is more than the amount payable to the Consulting Firm then the Firm has to deposit the balance amount.
35. In case the Central Bank of India decides to scrap the project due to any reason at any stage, the fee as payable as per agreement up to that stage will be paid to the Consulting Firm.
36. In case the Central Bank of India decides to change the scope of the work during the currency of the scope of the work and the Central Bank of India decide to avail Consultancy Services according to the changed scope of work from the Consulting Firm then the Consulting Firm will have to provide the services as per the new concept at the Fee already decided and agreed at no extra cost to Bank.
37. Consulting Firm shall agree to redesign at their cost any portion of their Engineering and design work which due to their failure to use a reasonable degree of design skill is found defective within ten years from the date of start of regular use of the portion of the work affected. Central Bank shall grant right of access to the Consulting Firm for inspection of those portions of the work as are claimed to be defective. Central Bank may make good its loss by recovery from the Consulting Firm in case of failure to comply with the above clause.
38. Consulting Firm shall be bound to repeat the above said work, if scope of work is increased due to change of the policy/building related Bye-laws by State or Central Government in the same cost. No claim shall be entertained on this account.
39. Consultant firm shall consider all necessary provisions of the I.S Codes in respect of the Loads & Earth Quakes.
40. In case of any dispute between the Project Architect / Consultant and other agency, the matter shall be referred to the Bank whose decision shall be final and binding on all the parties.
41. 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, necessary recovery maybe effected from the Project Architect / Consultant's fees as per provision of section 73 of Indian Contracts Act 1872 under section 30 of Architects Act 1972 (Central Act No. 20 of 1972), besides Bank's right to proceed against the Consultant for recovery of the extra amount incurred by the Bank.

42. A Consultant shall submit only one proposal, either individually or as a joint venture partner in another proposal. If a consultant including a joint venture partner submits or participates in more than one proposal, all such proposals shall be disqualified.
43. This agreement / contract can be terminated by either party on giving 3 months notice normally. However, in exigent circumstances as per Bank's discretion, the services of the Project Architect / Consultant can be terminated by giving notice of lesser period.
44. The Integrity Pact in this document shall also form part of contract.

\*(The term Central Bank / Bank / Central Bank of India used in above conditions represents the Regional Office, Kota, Central bank of India)

Regional Head,  
Central Bank Of India, Regional Office,  
Kota

Date .....

To  
Regional Head,  
Central Bank of India,  
Regional Office, Kota

Ref: **Application for pre-qualification/selection as architect / consultant.**

Dear Sir,

I / we have read and understood the instructions and the Terms & Conditions mentioned in the application form. I / we do hereby declare that the information furnished in the application and the supplementary sheets are correct to the best of my knowledge and belief.

I / we authorize Bank to approach our employers, clients, corporation organization etc. to verify the facts submitted by us.

Signature of applicant with seal

Name:

Designation:

Address:

Place

Date:

### Information to be furnished by the applicants

1	Name of the organisation		
2	Address	Postal address	
		Telephone / Mo.	
		E-mail address	
3	Year of establishment		
4	Status of the firm (Enclose copy)		Proprietorship / partnership / limited / trust / any other (please specify)
5	Name of Directors/ Partners? Proprietor		i) ii) iii)
6	Whether registered as a member of the Indian Institute of Architect / Engineers / Council of Architect. If so, mention number and date. (Enclose copy)		
7	Name and address of Bankers		i) ii) iii) iv)
8	Name of projects to be considered for fulfilling eligibility criteria executed during last three years by the firm. (Details to be furnished in proforma 1)		i) ii)
	Important major projects on which the firm is engaged at present and their estimated cost, stage of work viz. planning and construction, the full address of clients shall be indicated against each project. (Details to be furnished in proforma 4)		i) ii) iii)
	If you are registered in panel of other organisation / Statutory bodies such CPWD, PWD, MES, Banks, etc, furnish their name, Category and date of registration.		i) ii) iii) iv)

List of Documents to be enclosed with application form.

1. Status of the Firm / Registration certificate/ Memorandum of association
2. GST certificate
3. PAN
4. Income tax registration certificate
5. Proforma – 1
6. Proforma – 2
7. Proforma – 3
8. Proforma – 4
9. Photograph of major work executed.
10. Completion certificates from clients for the work fulfilling eligibility criteria.
11. Turn over certificate from Chartered Accountant.
12. Demand draft / pay order of Rs. 1,000.00 in favor of Central Bank of India payable at Kota.
13. Authority letter to sign the application where ever required(whenever applicable)
14. Performance report from minimum two clients in sealed cover.
15. Audited balance sheet for 2016-17, 2017-18, 2018-19, 2019-20 & 2020-2021.

### DETAILS OF REGISTRATION

Sr. no	Name of organisation / department	Registration no.	Date / year of registration	Enclosed proof	
				Yes	No
1.	Registrar of firms and societies/ Registrar of Companies				
2.	Income tax department (mention PAN no. with copy of latest income tax clearance certificate)				
3.	GST (Enclose copy)				
4.	Details of EPF account and registration				

### FINANCIAL STATUS

Sr. no	Financial year	Fee Income of the firm (in Rs. Lacs)	Profit / loss	Enclosed certified copies of audited balance sheets / chartered accountant's certificate.	
				Yes	No
2	2016 – 2017				
3	2017 – 2018				
4	2018- 2019				
5	2019 - 2020				
6	2020 - 2021				

Furnish copies of audited Balance Sheet, Profit & loss account (audited), ITRs for the last five years.

## Articles of Agreement (on Rs. 500 stamp paper)

This Agreement made at .....on the.....day of.....2022 between Central Bank of India, a body Corporate constitutes under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office/ Registered Office at Chander Mukhi, Nariman Point, Mumbai, and Regional Office – Kota, Hotel Airlines Building, 3/B, CIVIL LINES, NAYAPUR, Kota-324001, Rajasthan (hereinafter referred to as the "**Bank**") of the ONE PART  
and ..... herein called the Project Architect/ Project Consultant of the OTHER PART.

Whereas the Bank intends to construct office building of Bank at Indraprastha Industrial Area, Road No. 4, Jhalawar Road, Kota – 324005 (hereinafter called “the Project” and WHEREAS the Bank has approved the appointment of the Architect /Consultant as “Project Consultant” for the purpose of designing the proposed building for the purposes as indicated in Bank’s Work Order **Letter No. ....dated.....and Architect’s bid (Technical and Price bid dated .....in response to Banks Tender notice No.....Dated..... submitted to Bank’s office.**

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

1. The Bank agrees to pay the Project Architect / Consultant as remuneration for the professional services to be rendered by the Project Architect / Consultant in relation to the said Project particularly for the services hereinafter mentioned, a fee calculated at .....% (to be quoted in separate envelope as price bid) of the actual cost of work / accepted tender cost whichever is less + GST. The said fees being hereinafter called as "Basic fee". The said fee is inclusive of extension of time permitted for the works or delay in completion of the works by the contractors but excluding of GST. Nothing extra will be paid for increase in project cost due to escalation in prices of material and labor. In case there is an increase in the actual project cost over the accepted tender cost, the payment to the Project Architect / Consultant shall be worked out on the actual cost of work arising as a result of authorized changes in the specifications and / or quantities of the scheduled items or the operation of duly approved additional, substitute or extra 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 subject to the ceiling worked out as given below in Notes (v):

### **Notes:**

- (i). The fees as stated hereinabove will also be applicable to engineering services work that may be assigned to the Project Architect/ Consultant for overall completion of the Project.
- (ii). The fees as stated herein above will be first adjusted on the basis of latest available approved estimated cost of Project and after tenders have been received then on the lowest bonafied tendered cost of Project. For stage 9.6 onwards progressive payment will be made on the basis of cost of works i.e. value of works done by contractors.
- (iii). The final installment of fees shall be adjusted on the basis of actual cost of works i.e. actual project cost and amount paid as per above stages of payment subject to the stipulations and ceiling given in clause 9 (A) above.

(iv). **For calculation of fees bought items shall be excluded.** Decision of Bank in this regard will be final and binding. Bought out items will be office accessories which are standardized supply only items like electrical fixtures such as fans, Air-conditioners, lights, planters, pictures, water purifiers, chairs, sofa, CPU trolley, Foot rest, standalone table etc. **However, if the services of consultant are availed for finalization / design of these items, fee@25% of basic / quoted fees shall be payable on the cost of item.**

(v). **The above fee is subject to a ceiling of 110% of the "Basic fee" worked out on the accepted tender cost.**

2. The Stages of payment and other financial and payment terms shall be as per this tender document including Price Bid.
3. All the Terms and Conditions related to duties, scope of work and general and other conditions, shall be as per your tender bid dated ..... (enclosed) in response to Banks Tender notice No.....Dated..... , corrigenda issued if any, Work order letter no.....dated..... all accepted & submitted by you to Bank's office.
4. The Integrity Pact as per this document.

\_\_\_\_\_  
(For & On behalf of the Bank)  
(Office Seal)

\_\_\_\_\_  
For & On behalf of Bidder/ Architect)  
(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

## **INTEGRITY PACT**

Between  
**Central Bank of India** hereinafter referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Bidder/ Contractor**”

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint 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 Principal**

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, 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 Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

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

### **Section 2 – Commitments of the Bidder(s)/ contractor(s)**

1) The Bidder(s)/ Contractor(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.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal'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. Integrity Pact Page 1 of 17

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders 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 cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7)

e. The Bidder(s)/ Contractor(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.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3- Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 8-17).

### **Section 4 – Compensation for Damages**

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Integrity Pact Page 2 of 17 Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anticorruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 – Independent External Monitor / Monitors**

- (1) The Principal 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.
- (2) 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 Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal 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 Subcontractors. The Monitor is under contractual Integrity Pact Page 3 of 17 obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding 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.

(6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA 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.

(8) 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 Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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 Chairman & Managing Director of CENTRAL BANK OF INDIA.

### **Section 10 – Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.

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

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions. Integrity Pact Page 4 of 17

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

\_\_\_\_\_  
(For & On behalf of the Principal)  
(Office Seal)

\_\_\_\_\_  
For & On behalf of Bidder/ Contractor)  
(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

PROFORMA –1  
PARTICULARS IN RESPECT OF WORK EXECUTED

Sr. No	Name of the work/ project executed with address	Short description of work executed	Name and address of owner	Value of work executed	Stipulated time of completion	Date of commencement	Date of actual completion	Any other relevant information
1								
2								
3								
4								

Signature of the Applicant

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Note The contractor shall mention only those works executed during last 5 years which fulfills the eligibility criteria on this page. The list is to be substantiated with the **documentary evidence such as work order and completion certificates and/or other relevant documents to be accepted at sole discretion of Bank** in absence of which the application is liable to be rejected.

PROFORMA –2  
PARTICULARS OF CIVIL SUITS OR ANY OTHER LITIGATION, IF ANY IN LAST 5 YEARS

Sr. No	Name of the work/ project executed with address	Short description of work executed	Name and address of employer/owner	Date of Work order	Date of Completion of Work	Value of Work Executed	Relevant information regarding civil suits with its present stage.
1							
2							
3							

Signature of the Applicant

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Use separate sheet ,if required.

PROFORMA- 3  
LIST OF KEY PERSONAL PERMANANTLY EMPLOYED

Sr.No.	Name	Designation	Qualification	Experience	Years with the Firm	Any other information

Signature of the Applicant

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**PROFORMA –4**  
**PARTICULARS IN RESPECT OF WORK IN HAND**

Sr. No	Name of the work/ project executed with address	Short description of work executed	Name and address of owner	Value of work executed	Stipulated time of completion	Status Of Work	Any other relevant information
1							
2							
3							
4							
5							
6							
7							

Signature of the Applicant

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PROFORMA – 4B  
Reference

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S. NO.	Name	Address	Phone No	e-mail
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1.

2.

3.