

PUNJAB NATIONAL BANK

BID DOCUMENT

Consultancy Services for the Re-development of Bank's residential property at Renuka Bhavan, Agra

**General Services Administration Division
Head Office, 1st Floor, East Wing
Plot No.4, Sector 10, Dwarka, New Delhi**

**Consultancy Services for the Re-development of Bank's residential property at
Renuka Bhavan, Agra**

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Certified that this NIT contains Page 1 to 57 (One to Fifty Seven) only.

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BID DETAILS

The Asstt. General Manager, GSAD, Head Office, Punjab National Bank, New Delhi, Ph: 011-28044440 Email Id: renovation@pnb.co.in invites online bids on percentage basis in two bid system from bonafide, intending & eligible Consultants/Architectural firms for rendering their consultancy services for the **Re-development of Bank's residential property at Renuka Bhavan Agra**. The Bid details are as follows:

| | | |
|-----|--|---|
| 1. | Tender Reference | PNB/GSAD/B&C/Agra/2021-22/2 |
| 2. | GeM AR&PTS Report No | GEM/GARPTS/06092021/GGTAEB10FCGS |
| 3. | Date of commencement of Tender download | 18 th December 2021 (Saturday) from 07:00PM |
| 4. | Last date and time of acceptance of queries | 24 th December 2021 (Friday) till 3:00PM |
| 5. | Date of Pre-bid Meeting | 27 th December 2021 (Monday) at 3:00PM |
| 6. | Last date and time downloading tender | 1 st January 2022 (Saturday) till 7:00 PM |
| 7. | Bid preparation and Hash Submission | 1 st January 2022 (Saturday) till 7:00 PM |
| 8. | Close for Technical and Commercial Bid | 1 st January 2022 (Saturday) from 7:01PM to 8:00PM |
| 9. | Last Date for Bid Submission and re-encryption | 3 rd January 2022 (Monday) till 2:00PM |
| 10. | EMD & Technical Bid opening | 3 rd January 2022 (Monday) from 3:00PM |
| 11. | Earnest Money Deposit Amount | NIL. Bid Securing Declaration Form as per Page 44 in Annexures (to be uploaded) |
| 12. | Tender fees | Rs. 1180/- To be submitted by Demand Draft in favour of "Punjab National Bank" payable at "New Delhi" |
| 13. | Estimated Cost of Project | Rs. 250.00 Lakhs (Rupees Two Hundred Fifty Lakhs Only) |
| 14. | Place of opening of Bids | Punjab National Bank, 1st Floor, GSAD, Plot No 4, Sector 10, Dwarka, New Delhi 110075. |
| 15. | Contact Details | Asstt. General Manager Punjab National Bank, 1st Floor, GSAD, Plot No 4, Sector 10, Dwarka, New Delhi 110075. Ph: 011- 28044440 |

Bank shall follow the e-procurement process. Complete details of requirements for participation in e-procurement process are available on the Website of Punjab National Bank <https://etender.pnbnet.in>. **It is mandatory for the bidders to get themselves registered on Bank's Website for submission of online bids.**

Note: - Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes / corrigendum / addendum will be published on Bank's website (www.pnbindia.in & <https://etender.pnbnet.in>). Further, please note that commercial bid opening date and time will be intimated to the technically qualified bidders at a later date.

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INFORMATION AND INSTRUCTIONS TO BIDDERS FOR 'E-BIDDING'

- 1. Initial Criteria for Eligibility:** Consultants/Architectural firms who fulfil the following requirements shall be eligible to apply.
- a) The Consultants/Architectural firms should have completed providing Consultancy services for projects in India in the following manner during the last seven years, ending last day of previous month of submission of bid:
- (i) Three Consultancy services of similar nature each for project having cost not less than Rs.100.00 Lac.
 - Or
 - (ii) Two Consultancy services of similar nature each for project having cost not less than Rs.150.00Lac.
 - Or
 - (iii) One consultancy service of similar nature for project having cost not less than Rs. 200.00 Lac.

Similar nature means Consultancy services of comprehensive planning, designing, supervision and obtaining requisite approvals from local bodies, etc till its completion in all respect for construction of new multi-storey Building having RCC framed structure. The value of Project shall be brought to current cost by enhancing the actual at a simple rate of 7% per annum, calculated from the date of completion to last date of submission of bids to calculate indexed amount.

- b) The aforementioned experience taken into consideration for arriving at the eligibility of the bidder firm; should be specifically in the name of the firm that is participating in the bidding process. Experience earned by individuals of the firm in other companies/ firms/ in individual capacities; will not be taken into consideration. The completion certificate for works submitted as "similar work(s)" must be obtained from principal employer/ client. In case the similar work(s) is of private organizations, i.e. other than the Central/State Government/ Central Autonomous Body/ Central Public Sector Undertaking/ City Development authority/ Municipal Corporation of city, the bidders shall be required to submit T.D.S. certificate for such works issued by the respective clients.
- c) Joint ventures shall not be eligible and bid submitted by Joint Ventures shall be summarily rejected.
- d) The Consultants/Architectural firms should have an average annual Financial Turnover of minimum Rs. 3.75 lacs for consultancy fee during immediate last three consecutive financial years. For this purpose, average annual financial turnover shall be worked out for all the three years.
- e) The Consultants/Architectural firms should be an Indian consultancy firm and it should have valid registration with the Council of Architecture. The bidders will have to submit an affidavit under oath that they are eligible for undertaking architectural consultancy works as per The Architects Act 1972 as amended from time to time. A copy of Public notice issued by council of Architecture is attached in this bid document for reference.

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- f) The Architects/ Architectural Firms should have Architects/ Designers/ Consultants with Graduate/ Post Graduate degree/ diploma in architecture/ respective branch of engineering and who are practicing as an Architect/ Consultant/ Designers, as the case may be.
- g) The said Architects/ Architectural Firms should have Architects/ Designers/ Engineers/ consultants who are member of any of the respective professional institution/ societies; like Council of Architecture, Institution of Engineers and have valid registration to practice in their respective professions, in the subject area, as applicable. For example, the Architect/ all partners should be registered with Council of Architecture & having a valid COA number.
- i. If the application is made by a proprietor firm, the proprietor of the firm should be an Architect registered with Council of Architecture having valid COA number.
 - ii. If the application is made by a partnership firm, all partners of the said firm should be an Architect, registered with Council of architecture having valid COA number.
- h) The Consultants/Architectural firms should have in-house architectural capabilities with minimum experience of 3 years in the field of Architectural Consultancy. In case of non-availability of In-house capabilities in consultancy for any other component of civil, electrical and mechanical services etc. (except Architectural component), the Consultants/Architectural firms will submit an affidavit under oath at the time of submission of bid stating intention to engage & associate sub consultant/firms having domain specific specialization and submit the MOU/agreement with such specialized firms within 15 days after award of work.
- i) The Consultants/Architectural firms should submit and upload the following documents as detailed in Bid documents while submitting the bid:

| | |
|-----------|---|
| Form 'A' | Document of financial turn over. |
| Form 'B' | Details of all Consultancy services provided for similar nature of works completed during the last seven years. |
| Form 'C' | Consultancy services under progress or awarded. |
| Form 'D' | List of consultancy works project delayed or abandoned during last seven years. |
| Form 'E' | Performance report of consultancy services. |
| Form 'F' | Structure and Organization. |
| Form 'G' | Details of technical and administrative personnel |
| Form 'G1' | Curriculum Vitae – Proposed Key Personnel |

- j) The Consultants/Architectural firms should have his/her own office/ Branch office in Delhi/NCR/State of Uttar Pradesh for proper functioning and coordination of work.
- k) **Bid securing declaration:** - A bid securing declaration form as per Page No. 44 in Annexure shall be scanned and uploaded to the e-bidding website within the period of bid submission and original should be deposited in office of Asstt. General Manager,

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GSAD, Punjab National Bank, New Delhi before opening of Technical bid up to 2:00PM on 3rd January 2022 (Monday).

2. The intending Bidder must meticulously go through the terms and conditions & Guidelines for 'E'-Bidding carefully. He/She should only submit his/her bid if he/she considers himself/herself eligible and he/she is in possession of all the documents required.
3. The Bid documents and terms and conditions of the contract to be complied with and other documents can be seen and downloaded from website <https://etender.pnbnet.in> free of cost.
4. But the bid can only be submitted after uploading the mandatory scanned documents as specified.
5. Those Bidders not registered on the website mentioned above, are required to get registered beforehand. The intending bidder must have valid **class-II** digital signature with powers of both signing and encryption to submit the bid.
6. Commercial bid of only those bidders shall be opened who bring their tender in line with requirements of tender documents and are acceptable to the Bank; and if the bidders do not submit the Bid Securing Declaration, their tenders will be summarily rejected.
7. Bidder can upload documents in the form of JPG format and PDF format.
8. At the onset, Bid Securing Declaration will be scrutinized if the physical copy of the same is uploaded online up to 7:00PM on 1st January 2022 (Saturday); and only then, the technical bid will be opened online. Hard copy of Bid Securing Declaration is to be submitted physically by the bidder in the office of the Asstt. General Manager, GSAD, Head Office, 1st Floor, East Wing, Plot No.4, Sector 10, Dwarka, New Delhi 110075.
9. The price quoted by the bidder shall be on percentage basis and as per format in Page no. 42 Commercial Bid (to be uploaded online only)
10. In the next stage, the 'Technical Bid' of the bidders who successfully submit the 'Bid Securing Declaration' will be evaluated. Commercial bids of only those bidders; who qualify the Technical Bid stage, will be opened. Date for opening of commercial bids will be intimated later.
11. A pre-bid conference shall be held at Head Office, Punjab National Bank, 1st Floor, East Wing, Plot No.4, Sector 10, Dwarka, New Delhi 110075, on 27th December 2021 (Monday) at 3:00PM for clarifications in the Bid documents, if any.
12. Standardized documents may be downloaded from the "Supporting Documents / Corrigendum / Addendums" section of the above mentioned portal up to 7:00PM on 1st January 2022 (Saturday); till after clarification on queries. No deviation on the above will be entertained by the Bank there after.

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13. The Bank reserves the right to reject any prospective application at any time of tendering process without assigning any reason; and to restrict the list of qualifying bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.

14. Modification and withdrawal of bid by the tenderer

- a. Modification of the submitted bid shall be allowed on-line and the bidder may modify and resubmit the bid on-line only before the deadline of Bid Hash Preparation. For modification of e-bid, bidder has to rework and upload/resubmit digitally signed modified bid on bank's e-tendering portal i.e. <https://etender.pnbnet.in>.
- b. Bids once submitted will be treated as final and no bid may be modified subsequent to the deadline for Bid Hash Preparation.
- c. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified in tender documents. For withdrawal of bid after the end date of online bid submission, the bidder will have to make a request in writing to Tender Inviting Authority of Bank. Withdrawal of bid may be allowed till issue of work order with the following provisions for penal action: -
 - i. If the request of withdrawal is received before informing the date of opening of price bid, the bidder will be debarred for 6 months from participating in tenders of PNB. The price bid of remaining technically qualified bidders will be opened and the tender process shall go on.
 - ii. If the request of withdrawal is received after informing the date of opening of price bid, the bidder will be debarred for 1 year from participating in tenders of PNB. The price bid of all technically qualified bidders including this bidder (if found technically eligible) will be opened and action will follow as under:
 - If the bidder withdrawing his/her bid is other than L-1, the tender process shall go on.
 - If the bidder withdrawing his/her bid is L-1, re-tender will be done.

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**LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID
SUBMISSION:**

1. Bid Securing Declaration Form.
2. Initial Eligibility criteria documents, Form A, B, C, D, E, F, G, G-I and any other documents as per requirement of this bid document and as per Annexures.
3. Scanned copy of PAN card issued by Income Tax Department.
4. Certificate of financial turnover from CA.
5. Chartered Accountant's Certified copy of P & L statement of last five years ending 31st March 2021.
6. Certificate of Registration for GST and acknowledgement of up to date filed return, if required.
7. Certificate of Registration with Council of Architecture.
8. Undertaking regarding no near relative(s) of the consultant working in PNB as per Page No. 54 in Annexures
9. Declaration under Official Secrets Acts as per Page No. 55 in Annexures
10. Affidavit as per provision of Clause 1. c) of Guidelines For 'E'-Bidding, Page 9 (if applicable)
11. Affidavit to engage associate sub-consultants having domain specialization as per 1. h) of information and instructions to bidders for 'e-bidding' Page 4-5 (if applicable).
12. Affidavit under oath that the bidder is eligible as per The Architects Act.1972 & subsequent modifications.

Asstt. General Manager
GSAD, HO, Punjab National Bank
New Delhi

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GUIDELINES FOR 'E'-BIDDING

1. The Asstt. General Manager, GSAD, Punjab National Bank, New Delhi. Ph.: 011-28044440 Email Id renovation@pnb.co.in invites "Bids" in two bid system from eligible Consultants/Architectural firms for the consultancy services for **Consultancy Services for the Re-development of Bank's residential property at Renuka Bhavan Agra**.
 - a. **Project Brief:** It is proposed to demolish the existing residential building (G+1) and construct a residential building (Stilt+3 storey) in accordance with the permissible FAR; with parking on stilt floor and flats on each floor with provision of lift and some mandatory services for Punjab National Bank, on a plot of land measuring about 5408 sq.ft.(502.47 Sq.m.) at **Renuka Bhavan, Garhi Bhadauriya, Agra**.
 - b. Intending bidder is eligible to submit the bid provided he/she has definite proof from the appropriate authority (of principal employer/ client), which shall be to the satisfaction of the competent authority of Bank, of having satisfactorily completed similar Consultancy works of magnitude specified above. In case of Consultancy works of private nature other than Central/State Government/Central Autonomous Body/Central Public Sector undertaking/City Development Authority/ Municipal Corporation of city, they shall be required to submit T.D.S. certificates for Consultancy works issued by respective organization.
 - c. A scanned copy of the affidavit reading "I/We undertake and confirm that eligible similar Consultancy works (s) has/have not been got executed through another Bidder on back to back basis. Further that, if such a violation comes to the notice of Bank, then I/we shall be debarred from bidding in PNB in future forever. Also, if such a violation comes to the notice of Bank before date of start of work, the Bank shall be free to forfeit the entire amount of Performance Guarantee and/or enforce the penalty clause as per Bid Securing Declaration", is to be uploaded at the time of submission of bid.
2. Agreement shall be drawn with the successful Bidder on prescribed Format. Bidders shall quote rates as per various terms and conditions of the said format as given on Page no. 42 Commercial Bid; which will form part of the agreement.
3. The bid document consisting of terms and conditions of the contract to be complied with and other necessary documents can be seen on website <https://etender.pnbnet.in> free of cost.
4. Please note that bid preparation and hash submission and bid re-encryption are compulsory activities, failing which bidder will not be able to submit the bids online.
5. Bid Securing Declaration Form shall be scanned and uploaded to the e-bidding website within the period of bid submission & shall be submitted with the documents pertaining to below mentioned point no. 6.
6. Copy of work experience and other documents as specified in this bid document shall be scanned and uploaded to the e-bidding website within the period of bid submission and self-certified copy of each shall be deposited in a sealed envelope marked as "Technical Bid" with due mention of Name of work, date & time of opening of bids and to be submitted in the office of Asstt. General Manager GSAD HO, PNB before last

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date & time of opening of bids and upto **02:00 PM on 3rd January 2022 (Monday)**. The documents submitted shall be opened at 3:00 PM on the same day.

7. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose "Technical Bid" envelope is found in order.
8. if any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidders in the office of bid opening authority, the document uploaded at website will be deemed as correct document. Bank reserves the right to seek clarification on the documents submitted by the bidders providing a time of 7 days for resubmissions on the questions raised.
9. The bid submitted shall be opened at **03:00 PM on 3rd January 2022 (Monday)**. Evaluation of the bids shall be done as per following procedure:
 - a. After opening of the technical bids, all the documents and annexures (except commercial documents/offer) will be evaluated by the Bank. First, received bids will be evaluated based on the eligibility criteria. Technical bids of only those bidders satisfying the initial eligibility criteria will be evaluated.
 - b. Only those bidders satisfying the technical requirements and accepting the terms and conditions of this document shall be short-listed for opening of their financial bids.
 - c. The bidder quoting the lowest bid (L1) will be awarded the job.
10. The Bidder whose bid is accepted will be required to furnish Performance Guarantee of 3% (Three Percent) of the bid value within 15 days from the issue of letter of award of work. This guarantee shall be in the form of Demand Draft of any scheduled bank. The guarantee shall be drawn in favour of Punjab National Bank.
11. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids to the nature of the work involved, ground conditions, subsoil (so far as is practicable), the form and nature of the site etc. and in general; shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence and / or affect their bid. A Bidder shall be deemed to have full knowledge of the site (whether he/she inspects it or not), nature and scope of the work; and no future consequences of any misunderstanding or otherwise shall be taken in to consideration. Submission of a bid by a Bidder implies that he/she has read this notice and all other contract documents and has made himself/ herself aware of the scope and specifications of the work to be done, and of local conditions and other factors having a bearing on the execution of the consultancy work.
12. The competent authority does not bind itself to accept the lowest bid (L1) and reserves to itself the authority to reject any or all the bids received without the assignment of any reason thereof at any stage of tendering process. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Bidder, shall be summarily rejected.

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- 13.** Canvassing, whether directly or indirectly, in connection with bid is strictly prohibited and the bids submitted by the Bidders who resort to canvassing will be liable to rejection.
- 14.** The competent authority reserves to himself/herself the right of accepting the whole or any part of the bid and the Bidder shall be bound to perform the same at the accepted rate.
- 15.** The Bidder shall not be permitted to Bid for Consultancy works in the PNB Division responsible for award and execution of contracts i.e. GSAD, in which his/her near relative is posted as an officer in any capacity. He/She shall also intimate the names of persons who are working with him/her in any capacity or are subsequently employed by him/her and who are near relatives to any officer in Punjab National Bank. Any breach of this condition by the Bidder would render his/her bid for summary to be removed and liable to rejection. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 16.** No Architect/ Engineer of Gazette rank or other Gazette Officer employed in Engineering/Architecture or Administrative duties in an Engineering Department of the Government of India is allowed to work as a Bidder for a period of one year after his/her retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the Bidder or any of his/her employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the Bid or engagement in the Bidder's service.
- 17.** The Bids (Technical Bid as well as Financial Bid) for the Consultancy works shall remain open for acceptance for a period of 90 Days from the date of opening of Financial Bids. If any Bidder withdraws his/her Bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the Bid which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to enforce the penal clauses as per the Bid Securing Declaration. Further the Bidder shall not be allowed to participate in the re bidding process of this work.
- 18.** This notice inviting Bid shall form a part of the contract document. The successful Bidder, on acceptance of his/her Bid by the Accepting Authority of the Bank shall sign the contract within 15 days from the stipulated date of start of the work.
- 19.** If any information furnished by the applicant is found incorrect/false at any time, his/her bid is liable to be rejected and also he/she shall be liable to be debarred from the Bidding/taking up consultancy works in PNB in future.
- 20.** The particulars of the work given in the bid document are provisional. They are liable to change and must be considered only as information.

Asstt. General Manager
GSAD, HO, Punjab National Bank, New Delhi

GENERAL CONDITIONS FOR BIDDING

1. All works proposed for execution by contract will be notified in a form of invitation to Bid by publication in Newspapers & uploading on Bank's website. This form will state the work to be carried out, as well as the date for submitting and opening Bids and the time allowed for carrying out the work, also the amount of the performance guarantee to be deposited by the successful Bidder and the percentage for security deposit, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting Bid shall also be open for inspection by the Bidder at the office of officer inviting Bid during office hours.
2. a) Any person who submits a Bid shall fill up the usual printed form, stating at what rate he/she is willing to undertake the work. Bidder, who proposes any alteration in the work specified in the said form of invitation to Bid, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected.

b) In case the bid quoted by two or more Bidder are same, such Bidders will be asked to submit sealed revised financial offer in the form of letter mentioning amount of Bid including all sub sections/sub heads as the case may be, but the revised bid should not be higher than the amount quoted at the time of submission of original Bid. The revised evaluation will be worked out on the basis of revised financial offers quoted by the bidders.

c) In case any of such Bidders refuses to submit revised financial offer, then it shall be treated as withdrawal of his/her Bid before acceptance and action will be initiated in terms of clauses of Bid Securing Declaration Form. If the revised evaluation of two more Bidders received after revised financial offer again works out to be equal, the successful bidder, among such Bidders, shall be decided by draw of lots in the presence of Bank Officials. In case of tie if all the Bidders refuse to submit revised offers, then Bids are to be recalled and such Bidder(s), who refuse to submit revised offer, shall not be allowed to participate in the re-Bidding process of this work.
3. The officer inviting Bid or his/her duly authorized representative will open Bids in the presence of any intending Bidder who may be present at the time, and will enter the amounts of the opened Bids in a comparative statement in a suitable form.
4. The Bidders shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the Bid documents drawings or other records connected with the work given to them. The unsuccessful Bidders shall return all the drawings given to them.
5. Use of correcting fluid, anywhere in Bid document is not permitted. Such Bid is liable for rejection.
6. All rates shall be quoted on the Bid form. The amount for each item should be worked out and requisite totals be given. Special care should be taken to write the rates in figures as well as in words in such a way that interpolation is not possible.

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7. The Bidder whose Bid is accepted, will be required to furnish **performance guarantee** of **3%** (Three Percent) of the Bid amount in form of Demand Draft within 15 days of issue of award letter.
8. On acceptance of the Bid, the name of the accredited representative(s) of the Bidder who would be responsible for taking instructions from the Bank shall be communicated in writing to the Bank.
9. Turnover tax or any other tax applicable in respect of this contract shall be payable by the Bidder and Bank will not entertain any claim whatsoever in respect of the same. However, in respect of GST, same shall be paid extra as per actual. However TDS portion will be deducted from consultant's running/ final bills as per prevailing guidelines
10. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and in the full and entire execution and completion of the Consultancy works.
11. No payment for the work done will be made unless contract is signed by the Bidder.
12. Under normal circumstances, consultant will not be allowed to change the associate specialized firms/sub consultants once approved by the bank.
13. In case of exceptional circumstances brought on record by the main consultant, the associate specialized firms/sub consultants can be changed with equivalent or more experienced ones than the one mentioned in above table with the prior approval of the Bank. The cost of subcomponent as assessed by Bank shall be final. The Bank reserves the right to reject any sub consultant /firm proposed to be engaged by the consultant without assigning any reason.
14. The estimated cost for components of the project is only a rough estimation exclusively for the purpose of defining eligibility conditions for the Bidder and the same shall have no bearing and /or effect on any other matter under this tender document.

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DATA SHEET

| S.No. | Description | Details |
|--------------|--|--|
| 1 | Name of work: | Consultancy Services for the Re-development of Bank's residential property at Renuka Bhavan, Agra |
| 2 | Correspondence Address: | Asstt. General Manager, General Services Administration Division Head Office, 1 st Floor, East Wing Plot No.4, Sector 10, Dwarka, New Delhi Ph: 011- 28044440 Email Id renovation@pnb.co.in |
| 3 | Owner/ Bank | Punjab National Bank |
| 4 | Plot Area | 502.47 Sqm Approximately |
| 5 | Earnest money | Bid Securing Declaration Form |
| 6 | Performance Guarantee | 3% of Bid Value |
| 7 | Schedule of fee payment | Conditions of Contract S. No. 6 Page 23-24 |
| 8 | Time Allowed | Till Completion of the Project (Tentative 14 months) |
| 9 | Contract Clause | Page No. 17 to 30 |
| 10 | Performance Guarantee (Time allowed for submission of Performance Guarantee from the date of issue of award letter) | 15 days |
| 11 | Number of days from the date of issue of letter of Award for reckoning date of start. | 10 days |
| 12 | Tax liability | Consultant has to assess all applicable taxes and should include them in the financial bid only. GST shall be paid extra as per Actual. However TDS will be deducted from consultant's running/ final bills as per prevailing guidelines. |
| 13 | Bid Validity period | 90 days from the date of opening of Financial Bid |
| 14 | Bid evaluation criterion | The technically eligible bidder quoting the lowest bid (L1) will be awarded the job. |

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TO BE STAMPED AS AGREEMENT

DRAFT ARTICLES OF AGREEMENT

This agreement made at _____ on ____ Day of _____ between **Punjab National Bank**, a body corporate (constituted under Banking Companies Acquisition and Transfer of undertakings Act, 1970) having its Head Office at _____ (here in after called the EMPLOYER which expression shall include its successor, administrators and assigns) of the first part

and

M/s _____ (hereinafter called the CONSULTANT ARCHITECT which expression shall include his heirs, successor, administrators and assigns) of the other part.

Whereas the Employer is desirous of getting executed certain works viz. construction of new Residential Building at Renuka Bhavan, Agra after dismantling of existing building for which the Consultant Architect have submitted their offer for the professional services to be rendered by the Consultant Architect described in the conditions set forth (herein after referred to "as the said conditions")

Now it is hereby agreed as under: -

1. In Consideration of payments being made by employer, the Consultant Architect subject to the said condition has agreed to render professional services.
2. The Architect will have to take total responsibility of the project, design the layout plan and get it approved by local authorities (including design of civil, structural, plumbing, sanitary, electrical, fire fighting & all related works); and supervise the works till its completion in all respect.
3. Time is the essence of this work. The architects shall be willing to adhere to the timeline/schedule strictly.
4. The Employer shall pay to the Consultant Architect the sums as shall become payable hereunder at the times and manner specified in the said conditions forming part of this agreement.
5. Following documents shall constitute and be read as part of this agreement: -
 - a) Original Tender Document & documents submitted along with bid; signed and stamped by the authorised signatory of the bidder
 - b) Any corrigendum / addendum (if published)
 - c) Letter of Award / Letter of acceptance of award of work
 - d) Acceptance letter of negotiations/ correspondence between employers and Consultant Architect

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6. All disputes arising out of or in connection with this agreement shall deem to have arisen in Delhi and only the courts of Delhi shall have the jurisdiction to determine the same.
7. The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in the case of ambiguity or discrepancies, (The documents shall take precedence in the order set out above in point no. 5).
8. The several parts of this agreement have been read and fully understood by us. In witness thereof, parties have put their signature on the day, month and year mentioned above.

For Punjab National Bank

For Consultant Architect

Authorized signatory

SECTION I
CONDITIONS OF AGREEMENT

1. INTERPRETATIONS

In construing these conditions and agreement, the following words shall have the meaning as assigned to them hereunder except where the subject or context otherwise requires.

1.1 Employer

The term employer shall denote Punjab National Bank with their HO at New Delhi and represented by its designated employees or authorized representative.

1.2 Consultant Architect

The term Consultant Architect shall mean M/s. _____

1.3 Site & Work

The Site shall mean the project at 47/269A, Renuka Bhavan, Garhi Bhadauriya, Agra, Uttar Pradesh where the Civil, Electrical, Plumbing, Fire Fighting & Allied works are to be executed within the boundary including any area of building and erection thereon allotted by the employer and the work shall mean the work or works to be executed or done at the site as per scope of work.

2. SCOPE OF WORK

The Consultant Architect shall provide the services in respect of the following works:

- 2.1 Comprehensive planning, design, site evaluation and analysis for Civil Construction Work & demolition work.
- 2.2 Civil, Sanitary, plumbing, drainage and water supply work.
- 2.3 Electrical work.
- 2.4 Fire-fighting installation work.
- 2.5 Installation and commissioning of lifts.
- 2.6 Laying telephone connections.
- 2.7 Supervision and obtaining requisite approvals from local bodies till completion of above works in all aspects
- 2.8 Any other work specially entrusted to the Consultant Architect by employer.

3. CONSULTANT ARCHITECT'S SERVICES:

The Consultant Architect shall render the following services in connection with the work (which shall be included in his/her quoted fees).

- 3.1 Taking the Bank's instructions, visiting the sites, follow the developmental byelaws and other requirements laid down by local authorities; be responsible for liaison and conforming to the urban byelaws and standards with a view to enabling an approval of local development authority.
- 3.2 Preparing conceptual sketch designs which shall be in accordance with Bank's requirement, local governing codes/standards, regulations etc. (including carrying out necessary revisions till the sketch designs are finally approved by the Bank). The Preliminary Design, which shall inter alia include, but not be limited to, the following:

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- 3.2.1 The project plan including design drawings, layout plans, sectional elevations, 2D and 3D perspective drawings of the Building, project scope, time schedule, risk and risk mitigation strategies, and project deliverables.
 - 3.2.2 Site plans.
 - 3.2.3 Plans at each floor level.
 - 3.2.4 Sections and elevations.
 - 3.2.5 Perspective sketches.
 - 3.2.6 Preliminary landscape designs.
 - 3.2.7 Felling of trees if required.
 - 3.2.8 Preliminary cost estimates.
 - 3.2.9 Phasing and broad construction planning.
 - 3.2.10 Conclusions and recommendations.
- 3.3 Consultant shall perform, for various components, cost effective preliminary designs, service plans and getting the same approved from Punjab National Bank, preparation of specifications, bill of quantities, detailed cost estimates, inter alia for the following aspects:
- 3.3.1 Architectural, Civil, Electrical, Plumbing, Fire-fighting, Interior & Allied Services:
 - 3.3.1.1 Civil designs shall inter-alia include General Arrangement drawings of various structures proposed to be constructed, modified, or redeveloped, detailed and typical sections, earthwork cross sections, etc. so as to provide full and complete details structural designs, tendering and construction.
 - 3.3.1.2 Lay out plans, floor plans and vertical cross sections for the building and ancillary facilities, such as aprons, gates, roads and pathways.
 - 3.3.1.3 Plans and elevations should cover but not be limited to:
 - a) Site plans, ancillary facility, including surrounding land usage, roads, landscaping etc.
 - b) Floor plans for all levels. Indicate vertical and horizontal circulation elements; access and parking.
 - c) Sections and Elevations, keyed to the plans, including all major structural elements; vertical circulation elements: drainage; mechanical and electrical equipment; walls and ceilings; doors, windows and other significant openings; and general materials and finishes.
 - d) Plans and sections of sufficient size and scale to indicate proposed construction interfaces; methods of construction; and relationships between structures, finishes and services
 - e) Plans, section, elevations, detailing etc. as relevant for other services performed under preliminary/detailed design.
 - f) Service drawings.
 - g) Schedules of Finishes for the Building, indicating materials and finishes, type and extent for each room or space.
 - h) 3-D computer models and perspective views of the final design.
- 3.4 Submitting a programme schedule in the form of Bar Chart incorporating all the activities required for the award of work to the contractor well in time i.e. preparation of

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working drawings, structural drawings, detailed drawings, calling tender, award of job etc. The programme should also include various stages of services to be done by the Consultant Architect.

- 3.5 The duties shall include day to day supervision, measurement, quality control, variation measurement and complete project management.
- 3.6 The Architect shall engage qualified Sanitary, Plumbing, Structural, Electrical / Fire Consultants as required to assist them in the preparation of designs and details for the services if they do not have required arrangement internally as per the satisfaction of the employer. The consultant shall be appointed with the approval of the employer. ***The fees payable to these Sanitary, Plumbing, Structural, Electrical / Fire consultants shall be borne by the Consultant out of the fees received by them from the employer.*** The Architect shall be fully responsible for the works of such consultants and shall also coordinate the activities of various consultants.
- 3.7 The responsibility of getting sanctions from statutory authorities shall be that of the Architect. However the bank shall make payments directly to the statutory authorities, on demand or on production of receipts, towards application fee, deposits and service charges. Further, Architect shall facilitate the Bank and / or Contractor in getting Commencement Certificate, Occupancy certificate, Service Connections, from statutory/ local bodies by providing required number of as built plans/drawings, meeting the concerned statutory authority's officials etc. Fee quoted should include all these services and Bank shall pay only statutory payments to be made to the statutory / local authorities against receipts of such authorities.
- 3.8 Submitting Budget estimate of all works for approval of the Bank based on prevalent market rates supported with necessary documents for justification viz. preliminary plans, elevations, sections, outline specifications and preliminary estimate; and preparing reports on the scheme so as to enable the Bank to take a decision. (Including carrying out necessary corrections/revisions till it is finally approved by The Bank).
- 3.9 Designing and preparing detailed drawings for all works including Services along with design calculations as and wherever required; and detailed estimates, specifications and other particulars along with Bill of Quantities. (Including carrying out necessary corrections/revisions till these are finally approved by The Bank).
- 3.10 Preparing pre-qualification documents.
- 3.11 Preparing detailed tender documents for various trades viz. civil, furnishing, Sanitary, Plumbing, Electrical, Fire Alarm & detection system, Fire Fighting and other specialist services as required complete with articles of agreement, special conditions of contract, specifications, bill of quantities; Including detailed analysis of rates based on market rates, time and progress charts, etc.
- 3.12 Preparing tender notices for issue by Bank for all services and submitting technical and commercial assessment reports thereon, together with recommendations specifying abnormally high and low rated items. Preparing Contract Document for all trades and getting them executed by the concerned contractors.

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- 3.13 The assessment report shall be based on proper analysis of rates with constants from an approved Standard Hand Book/ latest DAR/ as per standard engineering practice on prevailing market rates of materials and labour for major items of works i.e. work costing about 90% of the estimated cost of the work. All commercial conditions shall be evaluated in financial terms giving clarification for acceptance or rejection.
- 3.14 To appoint a contractual/temporary site engineer for day to day supervision and measurement of works, and render technical guidance to the site engineer as required. ***The fees payable to the Site Engineer shall be borne by the Consultant out of the fees received by them from the employer.***
- 3.15 Preparing for the use of The Bank, the contractor and site staff; 4 copies of all good for construction drawings, coordinated drawings and other particulars. Preparing such further details and drawings as necessary for proper execution of the works.
- 3.16 Assuming full responsibility for supervision and overall surveillance over the quality and progress of all works by General and Specialist Contractors who are engaged by the Executing agency / Contractor from time to time, including control over quantities during the execution to restrict variation, if any, to the minimum.
- 3.17 No deviations, substitutions or extra items should be authorized by the Consultant Architect without working out the financial and any other effect / implication (if any), to the contractors and without obtaining prior approval of the Bank. However, where time doesn't permit and where it is expedient, the consultant may take decisions on behalf of the bank, the total cost of the item/ deviation of which should not exceed Rs.10,000/-. This deviation shall be got subsequently ratified from the Bank duly justifying the action at the earliest.
- 3.18 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 to full extent of each item of work claimed, in each running bill.

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

.....(Signature of the Architect)

Date:....."

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

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- 3.19 Submitting a detailed account of steel, cement and any other material that the employer may specify and certify the quantities utilized in the works.
- 3.20 Obtaining final building completion certificate and secure permission of Municipality and such other authority for occupation of the building and assisting in obtaining refund of deposit, if any, made by the employer to the Municipality or any such other authority.
- 3.21 Appearing on behalf of the employer before the Municipal Assessor or other such authorities in connection with the settlement of the rateable value of the building and tendering advice in the matter to the employer.
- 3.22 On completion of the project, prepare "as built" completion drawings of architectural, structural, water supply and drainage works, and electrical and other services along with 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 shall verify and confirm that identification marks are made on all service installations/ cables/wiring etc. for easy identification to carry out Maintenance jobs.

- 3.23 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 employer.
- 3.24 The Architects shall assist the Bank in all arbitration proceedings between the contractors and the Bank and also defend the Bank in such proceedings.
- 3.25 The Architect shall furnish one complete set of structural designs, calculations and structural drawings for the Bank record. The Consultant Architect shall remain responsible for the structural safety and stability of the complete structure including all alterations in design worked upon by them during construction and the subsequent life.
- 3.26 Any other services connected with the works usually and normally rendered by the Architects, but not referred to herein above

4 GENERAL CONDITIONS

- 1.1 The Consultant Architect shall exercise his/her responsible skill, care and due diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure the work is being executed in accordance with the working drawing and specifications aforesaid and the work is free from defects and deficiencies. The Consultant Architect's responsibility shall continue during the defect liability period for getting defects, if any rectified by the contractor and he/she shall give a No Objection Certificate at the end of defect liability period after the removal of defects for refund of balance retention money to contractors.
- 1.2 Whenever the work is examined by Chief Technical Examiner of Central Vigilance Commission or any other vigilance authorities and if he/she brings to the notice any

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defective or substandard work or any irregular /overpayments, the Consultant Architect shall take necessary action to get the defects rectified and/ or recover the irregular payments and also shall assist the employer for giving reply to the Chief Technical Examiner's queries. In case of disputes with the Contractor(s) or disputes arising out of the said project execution as well as in matter of arbitration pertaining to project, the Consultant Architect shall assist the employer from time to time by drafting replies in consultation with legal advisers and protect interest of the employer.

- 1.3 During the progress of work, whenever excess over sanctioned cost is anticipated, the Consultant Architect shall immediately report the same to employer with adequate justification for the same and obtain employer's prior approval.
- 1.4 In case it is established that due to fault of Consultant Architect, the bank has to pay any extra amount due to overrun of the project, over measurements, faulty description of the tender items or any other lapses on the part of the Consultant Architect; necessary recovery for the loss caused with interest may be effected from the fees of the Consultant Architect or any other amount payable to the Consultant Architect, of such amount of damage or loss as are considered reasonable without prejudice to the rights of the bank to take such action as may be necessary under section 30 of Architect's Act 1972 or any other law. Further, Consultant Architect may be debarred from employment for specified period and /or black list depending on gravity of the lapses on the part of Consultant Architect.
- 1.5 Consultant Architect shall not assign, sublet or transfer their interests in this agreement to any other party without prior written consent of the employer.
- 1.6 The Drawings, specifications and any other documents as provided by the Consultant Architect as part of services rendered shall be the property of bank. They are not to be used by Consultant Architect for any other project except with the written consent of the bank.
- 1.7 The Architect shall give total supervision with complete execution responsibility, as mentioned in this agreement. The Architect shall employ an Engineer at site, who shall assist the Architect in the manner mentioned at **Section II** of the agreement.

5 TERMINATION OF AGREEMENT

- 5.1 The agreement herein may be terminated at any time by either party by giving a written notice of three months notice normally to the other party without assigning any reason and in exigent conditions with one month notice to the other party.
- 5.2 If the Consultant Architect fails to adhere to the time schedule stipulated elsewhere in the agreement or extended time which may be granted by employer in its sole discretion or default in performing duties assigned under this agreement, the employer may also terminate this agreement after one months notice.
- 5.3 Without prejudice to the generality of power of termination as aforesaid and without prejudice to any other right open to the employer; the employer shall be entitled to

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terminate this agreement without notice period in any of the following circumstances: -

- a) If the Consultant Architect close his / their business or one or more of them die, become insolvent from acting as such Consultant Architect.
- b) In case there is change in the constitution of the firm of the Consultant Architect for any reason whatsoever.

5.4 Even after the termination of the agreement (in cases other than covered under 5.3, the Consultant Architect shall remain liable and shall be responsible for due certification / approval of any bills submitted by the contractors at any time of work executed before the termination of Consultant Architect appointment.

5.5 It is further expressly agreed that after termination as aforesaid for whatever reason it may be, the employer can entrust the work to some other Consultant Architect and Consultant Architect cannot raise any objection to it. However, any damages suffered by the Bank as consequence will be recovered from him.

5.6 In case the agreement is terminated the employer can make use of all or any drawings estimates or other documents prepared by the Consultant Architect.

5.7 The Consultant Architect shall not be entitled to fees or compensation except the fee payable to them for the work actually done till the stage of termination or agreement and in such cases the decision of the employer as to what is the amount of fees due to the Consultant Architect shall be final and binding on the Consultant Architect.

6 SCHEDULE OF PAYMENT

6.1 The employer shall pay to Consultant Architect as remuneration for the services to be rendered by the Consultant Architect in relation to the said works and services mentioned in this agreement, professional fees calculated at the rates quoted by the Consultant Architect and subsequent to negotiation as will be finally agreed to between Employer & Consultant Architect.

6.2 Consultant Architect charges shall be paid in the following stages consistent with the work done. Payments made to the Consultant Architect shall be on account and shall be adjusted against the final amount payable:

| | | |
|-------|---|-----------|
| (i) | On the approval of sketch design and preliminary estimates. | 10% |
| (ii) | On completion of sufficient drawings and particulars for structural works, services, modification or augmentation, etc. for applications to be made to Bank and Local Authorities/ Town Planning for approval; and processing the same. | up to 15% |
| (iii) | On approval of detailed architectural working drawings, structural drawings, service drawings and other working drawings & specifications as required (sufficient for preparing detailed estimates of cost). | up to 35% |
| (iv) | On approval of detailed estimates, preparation of tender documents, advising on tender received and tender process & award of job. | up to 60% |
| (v) | For making periodic visits for inspection and quality surveillance, preparing other details and drawings as may be required during execution along with variation control (to be paid progressively with execution of the work). | up to 95% |

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| (vi) | Issue of completion certificate and as-built drawings & at the end of Defect Liability of period of contracts. | 100% |
|------|--|------|

7. PAYMENT STIPULATION

7.1 The fees as stated hereinabove will also be applicable to services.

7.2 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.

- a) Up to stage (iii) the payment of Consultant Architect fee shall be calculated on the basis of preliminary estimate approved by employer. However, it shall be adjusted on the basis of total fee payable stated thereafter.
- b) Up to stage (iv) the payment shall be made on the basis of detailed estimates on individual works. However, it shall be adjusted on the basis of total fee payable stated thereafter.
- c) From stage (v) onwards the payment shall be made on the basis of tender amount of individual works after adjusting the previous payments made.
- d) For stage (v) progressive payment will be made on the basis of cost of works done.
- e) The final instalment of fees shall be adjusted on the basis of actual cost of works, subject to the stipulation and ceiling given in Section III i.e. Scale of Charges Page 41 herein.

7.3 In computing the cost of work, liquidated damages and deductions from Contractor's bill on account of defective work or other reasons will not be accounted for calculating Consultant Architect's fee.

7.4 For incomplete stage, payment will be made on quantum merit basis in which case assessment of fee will be made with due regard to all relevant factors at the discretion of the employer. The decision of employer shall be final and binding without assigning any reason.

7.5 No professional fee shall be payable on the materials which shall be purchased / supplied by the bank such as light fittings, fans, fixture etc.

8 TIME SCHEDULE

The Consultant Architect shall submit to the employer the sketch plans, detailed plans, preliminary estimates, detailed estimates, tender documents etc. within the period stipulated in Schedule herein annexed.

| | |
|--|--|
| (i) Visiting the site / Office of the employer, and discuss the detailed utilization of the area to be furnished with the employer and submit the sketch plan or alternatives if required. | Within 1 week from the date of receipt of instructions from the employer. |
| (ii) Submission of preliminary drawings / preliminary estimates based on plinth area rate including brief Specifications and design concept etc. (proper report in booklet form) for approval of the bank. | Within 2 weeks from the date of receipt of approval on sketch plan by the employer (as per S.No.1) |
| (iii) Submission of detailed working drawings, specifications | Within 2 weeks from the date of |

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| | |
|--|---|
| rate analysis and other details as required including detailed estimates for all disciplines for approval from employer. | approval of building plans / instructions received from the employer |
| (iv) Preparation of tender documents. | Within 1 week from the approval of the Preliminary estimate by Bank |
| (v) Scrutiny of tenders received and forwarding their recommendation for awarding the jobs for all disciplines. | Within 1 week from the date of receipt of the individual tender from the employer (discipline wise) |
| (vi) Scrutiny, checking and verification of contractor running bills with specific recommendation for payment | Within 1 week from the date of receipt by the contractor / site engineer. |
| (vii) Submission of analysis of rates including justifications and specific recommendation for the various items. i.e. Extra items , Deviated items, Substituted items, Deduction items etc & PVA. | Within 1 weeks from the date of receipt by the contractor / site engineer. |
| (viii) Scrutiny checking/ Verification of final bill with specific recommendation for the payment to the contractor | Within 2 weeks from date of receipt by contractor / Site Engineer |

9 REIMBURSABLE EXPENSES

- 9.1 No TA/DA shall be paid to the Consultant Architect for his regular visits to site for routine inspection and works
- 9.2 But in addition to the fee payable under preceding clauses, the employer shall reimburse the TA/DA to the Consultant Architect towards actual expenses for visit to places other than site (i.e. Municipal limits of Agra) or the location (city) having office of Consultant/ Architect; for any work related to the project which may include selection of materials, verification of past experiences by employer, etc. specifically as and when instructed by the Bank. Moreover, prior approval from the employer for the above referred visit is essential for claiming TA/DA.
- 9.3 The Consultant shall be paid as follows:
- For Partners/ Directors/ Proprietor, Associates, Senior Architects and Consultants within the entitlement of Senior Management of the Bank.
 - For other staff, within the entitlement of Middle Management of the Bank.

While quoting fee, the Consultant Architect will give the list of partners, associates, senior Consultant Architect and Consultant along with their designation who will be associated with the work.

10 DELINQUENCIES OF CONSULTANT ARCHITECT

10.1 The under noted delinquencies / defaults/ misconduct on the part of the Consultant Architect shall attract disciplinary action / monetary deductions along with reporting the matter to the Council of Architecture and Indian Banks Association.

- a) Incorrect information about credentials, about his/her performance, resources and technical staff.
- b) Violating any of the important conditions of the agreement.
- c) Tendency towards recommending false and untenable claims outside terms of contract with contractors.
- d) Consultant Architect becoming bankrupt or insolvent.
- e) Consultant Architect's conviction by court of law.

10.2 The award of under noted action shall be considered by the employer.

- a) Placing embargo on issue of further works and removal from employer's approved list.
- b) Permanent removal from employer's list.
- c) Circulation of their name to other public undertaking or Govt. department for non-entertainment of their appointment.
- d) Circulation to council of Consultant Architect for removing from membership.
- e) Termination of agreement.
- f) Financial recoveries as stated elsewhere in the agreement.

11 LIQUIDATED DAMAGES

In case Architect fails to complete the stages within the time lines prescribed in Clause 8 (Time schedule) owing to reasons attributed to Architect, liquidated damages @ 0.5% (of professional fee payable) for every week or part thereof for the delay of activity beyond timelines prescribed in Clause 8 (Time schedule) subject to a maximum of 7.5% of the total fee payable shall be levied on the Architect.

In case of any delay beyond this, Punjab National Bank shall be free to terminate the contract and get the work done from an alternate source at the risk and cost of the consultant. The decision of the Bank as to the period of delay on the part of the consultant and the quantum of compensation for such delay shall be final and binding on the consultant. If the consultant is unavoidably hindered in carrying out the work on account of delayed decisions or the approvals by the Bank, which are necessary to carry out further work, he/ she shall be allowed suitable extension of time by concerned authority of the Project, whose decision shall be final and binding on the consultant. No claim of the consultant shall be entertained against the Bank for such delayed approvals / decisions by the Corporation, excepting suitable extension of time.

12. CONFLICT OF INTEREST

The bidder shall not receive any remuneration in connection with the assignment except as provided in the contract. The bidder and its affiliates shall not engage in consulting or other activities that conflict with the interest of the Bank under the contract.

The tender limits future engagement of the bidder for other services resulting from or directly related to the bidder's consulting services in accordance with following requirements: -

- a) The bidder shall provide professional, objective, and impartial advice and at all times hold the Punjab National Bank's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their interests. Bidder shall not bid for this assignment if it will be in conflict with their prior or current obligations to other employers, or that may place them in a position of being unable to carry out this assignment in the best interest of Punjab National Bank. Without limitation on the generality of the foregoing, bidders will not be hired under the circumstances set forth below:
 - (i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e., services other than consulting services covered by these Guidelines)** - A firm that has been engaged by Punjab National Bank to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall be disqualified from subsequently providing goods, works, or services (other than consulting services covered by these Guidelines) resulting from or directly related to the consulting services for such preparation or implementation. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Contractor's obligations under a turnkey or design and build contract.
 - (ii) **Conflict among consulting assignments** – Neither consultants (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants assisting Punjab National Bank in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
 - (iii) **Relationship with employer's staff** – Bidders (including their experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff of Punjab National Bank (or of the project implementing agency) who are directly or indirectly involved in any part of (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract, or (iii) the supervision of such contract; will not be awarded the contract, unless the conflict

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stemming from this relationship has been resolved in a manner acceptable to Punjab National Bank throughout the selection process and the execution of the contract.

- (iv) **A consultant shall submit only one proposal**, either individually or as a joint venture partner in another proposal. If a bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude the bidder to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.
- b) **Unfair Competitive Advantage** – Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, Punjab National Bank will make available to all the short listed consultants, together with the request for proposals, all information that would in that respect give a consultant a competitive advantage.

13. PROFESSIONAL LIABILITY

The bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the bidder's liability to Punjab National Bank will be governed by the applicable law, the contract need not deal with this matter. The client (purchaser) may, however, prescribe other liabilities depending on the requirement in each case without any restriction on the Consultant's liability as per the applicable law.

14. GUARANTEE

The architect shall agree to redesign at his cost any portion of his / her engineering and design work, which due to his / her failure to use a reasonable degree of design skill shall be found to be defective within one year from the date of completion of the work. The Bank shall grant right of access to the Architect to these portions of the work claimed to be defective, for inspection.

15. The Bank may make good the loss by recovery from the dues / security deposits of the Architect in case of failure to comply with the above clause.
16. The Bank may have the work inspected any time by any officer nominated by the Bank who shall be at liberty to examine the records check estimates, structural designs and verify measurements and the quality of work.
17. The Engagement of Bank's own supervisory staff if any, does not absolve the Architect of his responsibility of supervision. The Architect shall remain solely responsible for the quality of material, workmanship, structural soundness designs and construction and for all provisions of the contract so as to satisfy the particular requirement of the specifications.
18. The Architect shall be fully responsible for the technical soundness of the work and furnish a certificate to that effect including the work of consultants and specialist engaged, if any, by him / her and also ensure and give a certificate at every bill stage that the work is carried out strictly in accordance with drawings and specification.

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19. The Architect shall supply to the supervising staff, if so engaged by the Bank, copies of all documents, instructions issued to contractors relating to the work drawings, specifications, bills of quantities and also other documents as may be required for proper supervision, free of cost.
20. All instruction to the contractor affecting the rules and provisions of contract shall be issued by the Architect in writing after obtaining proper approval in writing from the Bank and copies of such instructions shall simultaneously be supplied to the Bank.
21. The Architect shall be required to maintain his own accounts for certifying the contractor's bill and progress of work etc. These shall be properly handed over to the Bank before final payment under this contract.
22. The Architect hereby agrees that the fees to be paid as provided herein (Clause 6 Conditions of Agreement, Page 23-24 & Scale of Charges Page 41) will be in full discharge of function to be performed by him/ her and no claim whatsoever shall be against the Bank in respect of any proprietary rights or copy rights on the part of any other party relating to the plans, models and drawings.
23. The Architect shall indemnify and keep indemnified the Bank against any such claims and against all cost and expenses paid by the Bank in defending itself against such claims.
24. Notwithstanding the completion of the work as per Agreement entered hereto, the Architect agrees and undertakes the responsibility to suitably reply to the Bank's queries that may be raised by any authorized inspection agency of the Bank or the Government.
25. In case it is established that due to fault of Project Architect or external agencies / consultant appointed by the Architect, if 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 may be effected from the Project Architect / Consultant's fees as per provision of Section 73 of Indian Contract Act 1872 under section 30 of Architects Act 1972 (Central Act No.20 of 1972) and / or project Architect / Consultant may be debarred from employment for specified period and/or black listed depending on gravity of the lapses on the Project Architect.\
26. If work carried out by the Project Architect or consultants appointed by Architect is found to be sub-standard or un-duly delayed on his account, the concerned bank should report to IBA, misbehaviour of the Project Architect and IBA in turn should inform all the member banks, after examining veracity of the Bank's version, not to deal with such Project Architect by way of punishment to him."
27. **COST OF CONSTRUCTION**
The cost of the following items shall not be included in the cost of construction for purpose of working out of consultant fees: -

- a) Land but excluding the cost of path way, landscaping and compound lighting.

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- b) Plan approval and service connection deposits and fees payable to local and/or statutory body by the Bank.
- c) Cost of any other services, fittings and fixtures which are not designed, planned and supervised by the architect such as light fittings, fans, AC Plant, Generator, transformer, Lift etc., but not the cost of erection, civil works, electrical works, ducting etc.,
- d) Any infructuous expenditure as a result of demolition etc., ordered by the Architect and cost of any rejected work.
- e) Cost of supervisory and other establishment employed on work by the Architect or by the Bank.
- f) Other contingent expenditure like press advertisement, publicity, cost of foundation stone, Inauguration ceremonies of buildings etc.
- g) Escalation in the cost of work due to increase in rates of materials and labour after award of work.
- h) Any deviation in the items of work not authorized by the Bank prior to its execution.

In computing the cost of the work for computing the Architect fees, liquidated damages or deduction from the contractor due on account of defective work or other reasons will not be accounted for as deduction in cost.

28. ARBITRATION

Any dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall first be endeavoured to be amicably resolved at the top management level of the parties. However, in the event of such dispute, difference or question, etc. remaining unsolved, the same shall be referred to the arbitration by a sole Arbitrator to be nominated by the competent authority of Punjab National Bank and the provisions of the Arbitration & Conciliation Act, 1996 shall be applicable. The place of such arbitration shall be at Delhi.

- a) Despite existence of any dispute or differences or pending proceeding relating to arbitration, the Consultant Architect shall render his/her services and ensure completion of the project / works.
- b) The pendency of proceedings relating to arbitration shall not bar the employer from exercising its right / power:
 - (i) To terminate the contract as provided in the clauses 5.1, 5.2 & 5.3 above and
 - (ii) To engage on such termination any other Consultant Architect provided in clause 5.5 above.

**SECTION II
ROLES AND RESPONSIBILITIES OF SITE ENGINEER**

1. RESPONSIBILITIES OF SITE ENGINEER

The Site Engineer appointed by the Consultant Architect shall be responsible for the following:

- a. Obtaining working drawings of the project stage by stage from the Architect and implementing the same after getting them approved by the Competent Authority
- b. Ensuring that architectural/structural and other details are made available at site before the need for them arises.
- c. Ensuring that samples of building materials used in construction, of workmanship and finishes and of fittings are approved by the Competent Authority and that their display and safe custody at site are arranged.
- d. Ensuring that the contractor observes laws pertaining to labour and wages paid are not less than the minimum stipulated.
- e. Ensuring that the contractor has taken the requisite insurance policies to cover workmen under the Workmen Compensation Act, loss/damage caused by accident collapse/fire/earthquake (as applicable to Agra), constructed work, materials and plant at site and against claims (third parties) for injury/damage.
- f. Ensuring that the work progresses smoothly; bottlenecks anticipated and effectively removed with the aim of successfully completing the project within the time schedule
- g. Assisting the general building contractor or an appropriate work agency in establishing contact with the Local Authority viz, Municipal, Electric supply, etc., to facilitate early availability of water supply, sewerage/electricity connection (as the case may be) at the time of their actual need
- h. Ensuring that decisions on various aspects in connection with site works are obtained from the Competent Authority well in advance of the actual commencement of the items of work by the contractor including any addition to or alteration of, substitution to or deletion of or any item or part thereof with or without the incidence of extra items.
- i. Ensuring that instructions received verbally or in writing from the Competent Authority are properly complied with. It shall also be seen that verbal instructions given by visiting officers are confirmed in writing by the concerned officers.
- j. Ensuring that floors under construction are not overloaded with stacks of material or plant.
- k. Ensuring that holes for anchors/conduits/pipes are left in masonry or concrete at appropriate time and anchors conduits/pipes are embedded or built in as required.
- l. Ensuring that partially constructed work is cased in or protected from damage.

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- m. Keeping the Bank informed of the site events at least once a fortnight.
- n. Maintaining good and healthy relations with and between the various contractors/agencies working at site
- o. Ensuring that the contractors do not feel that the site staff of the Bank is unjust and unreasonable.
- p. Ensuring that all operations are carried out with complete safety to life and property
- q. Maintaining safe custody of site records and office equipment

2. DUTIES OF SITE ENGINEER

The duties of Site Engineer are as follows:

- a. To make a thorough study of contract documents, architectural/structural drawings and other details so as to bring out ambiguities/discrepancies between them and to obtain clarification from the Competent Authority well in time to avoid delays.
- b. To render a certificate to the Competent Authority to the effect that he/she has studied the contract documents, drawings and specifications.
- c. To approve the centre-line layout of building pegged out on site by the contractor and the benchmarks for ground floor and other levels
- d. To take charge of objects of value and antiquity found on site or in excavations, immediately, after their discovery, to hold them in safe custody and to hand them over to the Competent Authority of the Bank for further action.
- e. To take note of the foundation strata when the appropriate depth of excavation is reached and suitability of construction proposed on the said strata in consultation with the architects.
- f. To ensure that the quality of materials and workmanship as laid down in the contract is maintained and the accuracy of dimensions shown on drawings is attained in the construction
- g. To watch the validity of the building permission issued by the Local Authority and to ensure that the revalidation, if necessary, is obtained well in time
- h. To arrange periodical reconciliation of cement and steel account and ensure that proper recoveries are effected from contractor's running account bills
- i. To maintain the undernoted records at the site of work, in addition to normal routine requirements of an office:
 - i) Daily Progress Record.
 - ii) Work Site Order Book.

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- iii) Instruction by Bank's Officers
 - iv) Cement Statement (Receipt Consumption/ Balance).
 - v) Steel Register/any other costly Material Register
 - vi) Concrete Pour Reports including Slump Test Record.
 - vii) Concrete Cube Test Register.
 - viii) Test Registers of other materials/Fittings, fixtures, equipments as stipulated in the tender.
 - ix) Register of Drawings and Working Details.
 - x) Log Book of Defects
 - xi) The Site Engineer should maintain a Hindrance Register giving details of commencement and removal of each hindrance.
 - xii) Dismantled Materials Account Register
 - xiii) Supply and consumption registers of scarce/costly materials like bitumen, lead, laminates, special paints etc
 - xiv) Record of cement used/received: Day to day record of cement used/received shall be entered in the register (Performa approved by Bank) and signed by the Site Engineer of the Bank as well as contractors representative at site
 - xv) Record of reinforcement bars received at site: Necessary entry for reinforcement bars of each category shall be made in the register for steel (Performa approved by Bank) and signed by the site engineer of Bank and the contractor daily.
- j. To study the quality of approved coarse and fine aggregate and get the design of the concrete mix in accordance with modern practice. The Site Engineer shall ensure that the mix design for RCC work shall be carried out by the Architect Structural Consultant, if applicable.
- k. To record measurements of completed work jointly with the contractor and to process them in running account bills.
- l. To receive running account bills from the contractor and to forward them after checking, to the Competent Authority with his/her comments and recommendations and accompanied by all supporting documents.
- m. To submit to the Competent Authority the Progress Report fortnightly
- n. To watch that the concerned contract does not lapse for want of extension of time. Therefore, to keep it alive and in operation from point of consideration that "time is the essence of contract".
- o. To ensure that progress on every contract is in accordance with the appropriate stage of its Time and Progress Chart
- p. To prevent contractor from proceeding with any work of which the contractor has got intentions of raising claims of extra/deviated items, until the Competent Authority of Bank approves the work to continue
- q. To receive the Final Bill from the contractor, to check it and forward it with his/her comments and recommendations to the Competent Authority with all the supporting documents duly attached

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- r. To submit the final summary of costs for the project to the Competent Authority
- s. To submit to the Competent Authority authentic information on and the undernoted records pertaining to the completed work in order to enable the Competent Authority to finalise them in the due course:
 - i) Record of as completed drawings.
 - ii) Record of Standard Measurements for periodical services.
 - iii) Inventory of fittings and fixtures.
- t. To hand over to the Competent Authority a "first draft" of "A Note of Comprehensive Information to the User" containing detailed instructions on how to use and maintain the completed building to the best advantage of the Bank.

3. POWERS OF SITE ENGINEER:

Powers that Site Engineer can exercise without reference to higher authority (but of which he/she shall make contemporary note in Daily Progress Record and/or Work Site Order Book and keep Competent Authority informed) are as follows:

- a) To give directions to the contractor for the construction of a temporary office for the use of the Site Engineer at Site.
- b) To give directions to the contractor on construction of pillars for centre-lines of layout and benches for ground floor level.
- c) To give notice to the contractor about the use of sub-standard materials and workmanship and warn him that the work is liable to be suspended until such defects are rectified.
N.B. The notice should also state that all work done subsequent to the defective work pointed out shall be liable to be pulled down and rebuilt to the satisfaction of the Site Engineer.
- d) To issue warning to the contractor for work carried out in the absence of supervisors.
- e) To issue notice to the contractor to suspend work during inclement weather and in circumstances where working would be dangerous to life and property.
- f) To submit samples of cement and any other materials for testing, when necessary, to an approved laboratory.
- g) To take concrete Test Cubes from concrete for RCC work and forward them for testing to an approved laboratory
- h) To prevent overloading of floors of building under construction and to take appropriate steps for support.
- i) To intimate the contractor that he/she intends to measure up the work

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- j) To issue interim certificate (running account bills) for the value of work done and unfixed materials at site and to effect recoveries for the Bank's materials, jointly with the Architects.
- k) To certify expenses incurred by the Bank for rectification of contractor's defective work, when the latter defaults in doing so, and recovering the same from the contractor's bills

4. SECURITY ARRANGEMENTS

- a) Proper arrangements shall be made to keep all records under lock and key .
- b) It shall be ensured that the contractor provides for adequate fences, watch and ward and security of basic materials such as cement and steel etc.
- c) Movement of material, stores and plant, especially of those in which the Bank has got a financial interest or those which influence progress of work, shall be strictly controlled. Checks shall be exercised at gate (entrance and exit shall be preferably through one gate only).
- d) When the work is completed and handed over to the user the responsibility of proper security arrangements shall rest with the users

5. WORKING HOURS

- a) Site Office working hours shall normally be fixed as may be prevailing in the locality.
- b) Normally no construction work of important structural nature shall be carried out on Sundays. Holidays and during nights. In exceptional circumstances, however, the work may be carried out with prior approval of the Site Engineer who shall depute supervisor staff to be present on the occasion

6. COMPLETE COPIES OF CONTRACT AGREEMENTS

- a) The Site Engineer shall receive a certified complete copy of each of the contract agreements with which he/she is concerned agreements shall be properly maintained by the Site Engineer.
- b) Amendments/directives/instructions/clarifications pertaining to the contract(s) as and when received, shall also be included with the concerned papers and suitable (inter-linking) correction amendments carried out so as to ensure that complications due to oversight or corrections/modifications do not occur

7. CO-ORDINATION WITH ALL CONCERNED

- a) The Site Engineer shall establish proper liaison with the local authorities (Municipal Corporation, Electric Supply Companies/State Electricity Boards, Water Supply Departments Electrical and Lift Inspectors) and pursue with due diligence his/her business pending with them as and when required.
- b) The Site Engineer shall maintain close contact with various contractors, specialists agencies working at site in addition to the main building contractor and the Bank.

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- c) Hindrance Register shall be maintained and proper record of hindrances arisen and solved with the dates to be recorded in the register so that extension of time limit to be granted could be derived from the register, and recommended by the Project Architect and approved by the Bank's Competent Authority.
- d) In order to co-ordinate and synchronise the activities of the various offices/agencies, the Site Engineer shall hold site meetings of the representatives of the concerned agencies at regular intervals. Minutes of every site meeting shall be recorded and circulated to the parties concerned for their action.

8. LABOUR LAWS AND RULES

- a) The Site Engineer shall ensure that the contractor maintains relevant records and fulfils all conditions and requirements in accordance with
 - i) The Payment of Wages Act
 - ii) Employer's Liability Act
 - iii) Workmen's Compensation Act
 - iv) Contract Labour (Regulation & Abolition) Act 1970 and Central Rules 1971
 - v) Apprentices Act 1961
 - vi) Any other Act or enactment relating thereto and rules framed there under from time to time.
- b) The Site Engineer shall refrain from involving himself/herself and the supervisors under him/her by comments/advice/attempts mediation in any kind of labour dispute at site. His/ Her job is only to report to his/her superiors any happenings of this sort in an objective manner.

9. EMPLOYER'S RESPONSIBILITY CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970 AND RULES 1971

With a view to ensuring that the provisions of the Act are not contravened, the Site Engineer should give particular attention to the following points and see that all the provisions of the Act are enforced:

- a) Principal employer (Bank) is registered as per the Act.
- b) Contractor holds a licence under the Act from the Local Labour Commissioner for the appointment of Contract Labour.
- c) Required notice boards, registers and records as provided in Section 29 of the Act are maintained by the contractor
- d) Payments of proper wages as per the rule are effected within the prescribed time limit by the contractor.
- e) Prescribed facilities and amenities are provided by the contractor.
- f) Proper efforts are made by the contractor to set right contraventions of the law as soon as the notice pointing out the same is received from the Labour Enforcement Officer and reports on action taken are sent to the Labour Enforcement Officer at the earliest with copies to the Bank

10. SANCTION OF LOCAL AUTHORITY

The Site Engineer shall ensure that the sanction of the Local Authority to Building Plans is valid. In case revalidation is required, the Site Engineer shall contact the Architects and obtain revalidated sanction before the contractor reports to site.

11. APPROVAL OF MATERIALS

- a) The Site Engineer shall arrange to obtain approval of the Employer/Architect to samples of basic construction materials such as stone, bricks, aggregate sand, lime, fixtures, fittings, laminates tiles, grilles etc., that are to be supplied by the contractor, based on the tests of these items in an approved laboratory

Conducting necessary field tests or laboratory tests shall be made mandatory before approval of materials. Mere visual tests or going by BRAND names are not sufficient

However, products bearing ISI marking may be accepted pending mandatory tests being conducted.

- b) The Site Engineer shall make a record of the information regarding the source of materials, quality and grade etc., and that the materials conform to specifications. The contractor shall be warned that it is not enough that the material he/she brings is from approved source, but that every delivery of the material must be of approved quality.

12. EXTENSION OF TIME

- a) The Site Engineer should closely watch the progress of the contract and if the work is not likely to be completed in Time and as per Progress Chart, he/she would recommend for a Special Review meeting between the Architect the Employer and the contractor, to review the reasons for delay and whether it could be reduced eliminated by any other corrective action. However, if, for any reasons this is not possible, the contractor shall apply for extension of time, well in advance.
- b) Contractor's application shall be forwarded to the Competent Authority by the Site Engineer with his/her observations/ recommendations for consideration by the Competent Authority.
- c) The letter to contractor granting extension of time under the signature of the Competent Authority shall also direct the contractor to extend the validity of the following:
- i) Initial Security Deposit (kept in fixed deposit with the Bank).
 - ii) Bank Guarantee in lieu of security deposit if any
 - iii) Insurance Policies concerning the work.
 - iv) Registration of the employer (Bank) and the license of the contractor as per the Contract Labour (R&A) Act 1970 and Contract Labour (R&A) Central Rules, 1971
- d) The Site Engineer shall reschedule the Master Programme and the Time and Progress Charts to fall in line with the extended Contract Time.
- e) The contractor shall be warned in the letter' granting extension of time that the currently granted extension of time shall not be construed as amounting to a waiver on the part of the employer of his/her right to charge and recover liquidated damages from the contractor for his/her future defaults either in conforming to sectional programme as depicted in Time and Progress Chart or compliance with the date of completion of the contract and also that time continues to be the essence of the contract and future defaults shall entail liquidated damages and other consequences as provided in the contract

13. THEFTS, LOSSES AND UNUSUAL OCCURRENCES

The Site Engineer shall submit reports on theft, losses and unusual occurrences to the Competent Authority immediately on the occurrence of such events or when detected.

14. SAFETY AT WORK

The Site Engineer shall keep a sharp lookout for careless workers or operations that endanger life of other workers, supervisors or visitors. He/she should take action particularly for:

- a) Covering up trailing cables or hoses/pipes from machinery or equipment which cut across normal traffic.
- b) Fixing chutes for debris, scaffolding and centering material and sliding such things down from upper floors instead of dumping them over any available open space.
- c) Building up low kerbs of brick around edges of openings in floor slabs for internal shafts immediately after concreting to serve as temporary protection to workers. Timber railing or poles to shaft openings shall also be invariably provided as a safeguard.

15. REFERENCE BOOKS AT HAND

The following reference books (latest editions) shall be kept at site office:

- a) CPWD specifications for building and electrical works.
- b) NBO Specifications
- c) NBO Analysis of rates for building works
- d) Standard Method of Measurement IS 1200
- e) Code of Practice for Plain and Reinforced concrete Building IS 456
- f) Conversion slide ISI
- g) Conversion Tables IS 786
- h) Hand book on concrete-published by Concrete Association of India

16. WALL CHARTS

The undernoted exhibits shall be displayed on the walls of the Site Engineer's Office:

- a) Master Programme (in the form of Time and Progress Chart).
- b) Checklist and Job History.
- c) Architectural Site Plan.
- d) Plans of all floors.
- e) Expenditure Chart and Financial Progress Chart.
- f) Running Summary of Cost.

17. WORKS IN COMPLETION STAGES

- a) The Site Engineer shall keep a watch on rectification of defects when the work enters the completion stage i.e. when all the finishing trades such as floor polishing. Hanging, joinery, glazing and painting etc., are in full swing.
- b) The watch should normally commence a month or two before the tentative date fixed for virtual completion depending upon the size of the work.

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- c) During the completion stage, there would be other specialist contractors working simultaneously with the Main Building Contractor and hence the Building Contractor would be keen to obtain completion certificate at the earliest and leave the premises (site of work) leaving many defects either unrectified or only cursorily attended to.
- d) The Site Engineer should carryout more frequent inspection during the completion stage accompanied by the representatives of the concerned contractors and note down the defects and their precise location preferably room by room, in a tabulated statement form.
- e) The likely defects may be: rough or cracked patches In floor untidy making around pipes and fittings, improper cleaning and incomplete polishing, joinery needing easing, hardware deficient in screws and needing oiling, dirty/cracked/loose glass etc.
- f) The list of defects shall be prepared in triplicate and two copies handed over to the contractor (one extra copy to the contractor shall be for the foreman of the trade which has attracted the majority of comments) and the triplicate detained in the site office.
- g) On each subsequent inspection it may be found that apart from rectifying all the earlier defects, a few more are added. The supervisory staff shall pursue the rectification in a planned operation and it may be observed that there would be practically no late effect left which has to be carried over for rectification to the defects liability period, which usually makes provisions for latent defects only.
- h) In these inspections the Site Engineer should make his/her colleagues handling electrical, mechanical and air-conditioning installations etc. to associate with him to ensure that problems arising out of interdependence between the Building and Specialist contractors sorted out and settled promptly.

18. HANDING OVER BUILDING/ PROJECT WORK TO THE BANK IN THE PRESENCE OF CONCERNED CONTRACTOR

- a) The Site Engineer shall prepare a Handing and taking over Report and inventories/statements (in Quadruplicate) at the time of handing over. The reports and inventories shall be signed by the following:
 - a. The contractor (only the relevant papers)
 - b. The Site Engineer
 - c. Competent authority in the Bank
- b) The following inventories/statements shall be prepared:
 - a. Inventories of fixtures and fittings of civil work i.e. windows, joinery and builders hardware etc.) locks (Rim, Mortice and cylindrical) and Night latches all with duplicate keys
 - b. Inventory of fixtures and fittings of water supply and sanitary work (appliances).
 - c. Inventory of fixtures and fittings of installations (electrical light fittings, fans, bells, air-conditioning, units, pumps, and the like).
 - d. Surplus stores (like cement steel. electrical goods including fans tubelights etc.) pending further instruction for disposal from higher authorities.

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- e. Information folders and test reports for installations like water supply, sanitary, electrical, air-conditioning, kits, pumps, substation, water softening plants, cooling towers, lightning conductors.
 - f. Warranties issued by specialists like waterproofing companies, A/C plants etc
- c) The Engineer on behalf of the Bank/ Architect associated with this operation, shall be apprised of the importance to carry out periodic inspections (at two months interval) for defects not rectified or fresh ones that crop up and issuing notices for their rectification to the concerned contractor(s) and the final inspection just before the expiry of the defects liability period

19. FINAL SUMMARY OF COSTS

The Site Engineer shall submit the Final Summary of Costs (prepared on the lines of Running Summary of costs) to the Competent Authority. It shall be ensured that no financial liability is missed out from the statement.

20. REPORTS ON COMPLETION OF WORK

- a) The Site Engineer shall initiate "Confidential Report or Contractor's Completed Job". The report shall be submitted along with the Final Bill in a separate sealed cover
- b) The Site Engineer shall submit particulars to the Competent Authority to enable him to brief the Bank on the following points:
 - i. Fire and Earthquake Insurance for the building(s) to be arranged with amounts
 - ii. Defects Liability Period of the contractor and his/her responsibility to rectify all the defects observed during final inspection at the time of taking over and those that crop up during the Defects Liability Period and intimation of the defects to the contractor under proper notices and consequent action thereof in case of contractor's failure to act in time.
 - iii. Performance warranties from specialists for work like anti termite under warranty agreements (copies of warranty agreements to be handed over)

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SECTION III
SCALE OF CHARGES

1. The Bank shall pay the Consultant Architect remuneration for Rendering professional services such as **comprehensive planning, designing, supervision, obtaining approval from local bodies**; preparation of architectural drawings, preliminary estimates, detailed estimates, detailed working drawings, preparing draft tender, (in accordance with IBA guidelines and the Bank norms), scrutiny of tenders, supervision of the works. Scrutiny/checking and certification of contractor's all bills, etc. complete services as per scope of work and conditions mentioned in "conditions of agreement" forming part of this bid document and as per time schedule attached till the completion of the project to the satisfaction of the bank.
2. The charges shall be paid as Percentage of the actual cost or tendered cost whichever is less.

Note:- The employer agrees to pay the Consultant Architect as remuneration for the professional services to be rendered by the Consultant Architect in relation to the said project particularly for the services hereinafter mentioned, a fee calculated at the % as quoted above of the actual cost of work/accepted tender cost whichever is less. The said fee being hereinafter called as "Basic fee".

In case there is an deviation in the actual project cost over accepted tender cost, the payment to the Consultant 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 stipulated given in para given below.

"In case, the actual cost of work is more than the tendered cost as a result of authorized 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 fee will be worked out and the ceiling will also pertain to basic fee thus worked out."

Consultant Architect:

Name of the firm:

Seal

**Consultancy Services for the Re-development of Bank's residential property at
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**COMMERCIAL BID
ONLY TO BE FILLED ONLINE**

| SNo | Description | %age of the actual cost or tendered cost whichever is less |
|------------|--|---|
| 1 | Rendering professional services such as comprehensive planning, designing, supervision, obtaining approval from local bodies ; preparation of architectural drawings, preliminary estimates, detailed estimates, detailed working drawings, preparing draft tender, (in accordance with IBA guidelines and the Bank norms), scrutiny of tenders, supervision of the works. Scrutiny/checking and certification of contractor's all bills, etc. complete services as per scope of work and conditions mentioned in "conditions of agreement" forming part of this bid document and as per time schedule attached; till the completion of the project to the satisfaction of the bank. Rates to be inclusive of all taxes except GST which will be paid as applicable. | To be filled online |

**Consultancy Services for the Re-development of Bank's residential property at
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Letter of Transmittal

To,
Asstt. General Manager,
GSAD HO,
PNB, New Delhi.

**Sub: Consultancy Services for the Re-development of Bank's residential property at
Renuka Bhavan Agra**

Sir,

1. I/We have read and examined the complete document including the information, instruction, guidelines to Consultants, terms of reference and conditions of the agreement and services to be provided during pre/ post construction stage for above-mentioned work.
2. **I/We confirm that we are registered with the Council of Architecture of India.**
3. I/We hereby express our interest and submit my/our bid for 'Initial Eligibility Bid' on prescribed formats for undertaking the work referred to in the aforesaid documents. I/We agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
4. I/We confirm that to the best of my/our knowledge and belief the information contained in the specified formats and all supporting and explanatory information is truthful and exact.
5. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statement are true and correct.
6. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
7. I/We also authorize Bank to approach individuals, employers, firms and corporation to verify our credentials, competence and general reputation.

Signature

(authorized signatory of Consultant)

(In capacity of)

Duly authorized to sign

(Name and Address of Consultant)
The Bid on Behalf of

Date:

Address:

**Consultancy Services for the Re-development of Bank's residential property at
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Bid Securing Declaration Form

Asst. General Manager
GSAD, Punjab National Bank,
'E' Wing, 1st Floor,
Plot no 4, Sector 10,
Dwarka, New Delhi-75

Dear Sir,

**Reg: Consultancy Services for the Re-development of Bank's residential property at
Renuka Bhavan Agra.**

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impaired or derogated from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Guidelines for E-Bidding.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing) Corporate
Seal (where appropriate)

**Consultancy Services for the Re-development of Bank's residential property at
Renuka Bhavan, Agra**

FORM 'A'

FINANCIAL INFORMATION

1. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the **last three consecutive years** duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

| Amount in Lac (Rs.) | 2018-19 | 2019-20 | 2020-21 |
|--|----------------|----------------|----------------|
| Gross Annual turnover on consultancy works. | | | |
| Profit/Loss. | | | |

2. Financial arrangements for carrying out the proposed work.

Signature of Bidders

Signature of Chartered Accountant with Seal

**Consultancy Services for the Re-development of Bank's residential property at
Renuka Bhavan, Agra**

| FORM "B" | | | | | | | | | | | |
|---|------------------------------------|----------------------------------|--------------------|--|--------------------------------------|---|-------------------------------|---------------------------|---|--|---------|
| DETAILS OF ALL CONSULTANCY WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF PREVIOUS MONTH OF SUBMISSION OF BID (As per Eligibility Criteria) | | | | | | | | | | | |
| S. No | Name of Work /project and location | Owner or sponsoring organization | Final Project Cost | Cost of consultancy work in Lacs of rupees | Date of commencement as per contract | Details of consultancy services including: Similar Consultancy works. (a) Project description in brief. (b) Location of the project site. (c) Span and arrangement of the structures. (d) Special features if any. (e) Was any unique problem faced? If so please specify in brief including remedial action taken to resolve the problem. (f) Total built up area of the Project. (g) Services included in the Project. | Stipulated date of completion | Actual date of completion | Litigation/ arbitration cases pending/ in progress with details | Name and address / telephone number of office to whom reference may be made for verification | Remarks |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| | | | | | | | | | | | |

Signature of Bidders

Indicate gross amount claimed and amount awarded by the Arbitrator.

Note:

- Supporting documents like Certificate from Bank in support of each of the above projects to be furnished.
- The photographs and/or sketches/drawing etc. can be enclosed to supplement any salient features/components.

Signature of Bidder(s)

**Consultancy Services for the Re-development of Bank's residential property at
Renuka Bhavan, Agra**

FORM 'C'

PROJECTS UNDER EXECUTION OR AWARDED

| S. No. | Name of Work/project And location | Owner or Sponsoring organization | Cost of consultancy work in Lacs of rupees | Date of commencement as per contract | Stipulated date of completion | Up to Date percentage Progress of work | Slow progress if any and reason thereof | Name And address / telephone number of office to whom reference may be made | Remarks |
|-----------|--------------------------------------|-------------------------------------|---|--|----------------------------------|---|--|---|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |

Certified that the above list of Consultancy works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Bidder(s)

**Consultancy Services for the Re-development of Bank's residential property at
Renuka Bhavan, Agra**

FORM 'D'

LIST OF PROJECTS DELAYED OR ABANDONED DURING LAST 5 YEARS

| S. No. | Name of Work /project And location | Owner or Sponsoring organization | Cost of consultancy work in Lacs of rupees | Date of commencement as per contract | Reasons for delay/abounded Slow progress if any and reason thereof | Name And address / telephone number of office to whom reference may be made | Remarks |
|--------|------------------------------------|----------------------------------|--|--------------------------------------|--|---|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

Certified that the above list of Consultancy works is complete and that the information given is correct to my knowledge and belief.

**** In case the Bidder fails to report regarding Abandoning of already allotted work , but later on if it comes in the notice of the Bank regarding abandoned of such work, considering it as the concealment of facts and the bid will be liable to be rejected .***

Signature of Bidder(s)

**Consultancy Services for the Re-development of Bank's residential property at
Renuka Bhavan, Agra**

FORM "E"

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "B" & "C"

1. Name of work /project & location
2. Agreement no.
3. Estimated Cost
4. Bided Cost
5. Date of start
6. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
7. Amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any
9. Performance report

| | |
|-------------------------|--------------------------|
| 1 Quality of work | Very Good/Good/Fair/Poor |
| 2 Financial soundness | Very Good/Good/Fair/Poor |
| 3 Technical Proficiency | Very Good/Good/Fair/Poor |
| 4 Resourcefulness | Very Good/Good/Fair/Poor |
| 5 General Behavior | Very Good/Good/Fair/Poor |

Date

Executive Engineer or Equivalent

**Consultancy Services for the Re-development of Bank's residential property at
Renuka Bhavan, Agra**

FORM "F"

STRUCTURE & ORGANISATION

| | | |
|----|---|------|
| 1 | Name of the Firm | |
| 2 | Address of the firm | |
| 3 | Phone Nos. | |
| | Landline | |
| | Mobile | |
| 4 | Email ID (for correspondence purpose) | |
| 5 | Year of Establishment | |
| 6 | Status of the firm (Whether Proprietorship / Partnership) | |
| 7 | Name of the Proprietor / Partners/Directors etc. (with professional qualification) | i) |
| | | ii) |
| | | iii) |
| 8 | Whether registered with Registrar of Companies/ firm. If so, Registration No. and Date | |
| 9 | Registration with Authorities | |
| | a) Income-tax No. PAN/GIR NO | |
| | b) GST No. | |
| | (Please furnish copies of above documents) | |
| | c) Registration Number of Proprietor/ Partners/ Directors with Council of Architecture: | |
| 10 | Bank details with address: | |
| | i) | |
| | ii) | |
| 12 | Furnish the names & contact no of three responsible clients who will be in a position to certify about the quality as well as performance of your organization. | |
| | i) | |
| | ii) | |
| | iii) | |
| 13 | Names and titles of Directors & Officers with designation to be concerned with this work | |
| 14 | Designation of individuals authorized to act for the organization | |

**Consultancy Services for the Re-development of Bank's residential property at
Renuka Bhavan, Agra**

| | | |
|-------|--|--|
| 15 | Was the Bidder ever required to suspend contract for a period of more than six months continuously after he/she commenced the contract? If so, give the name of the project and reasons of suspension of work. | |
| 16 | Has the Bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment. | |
| 17 | Has the Bidder or any constituent partner in case of partnership firm, ever been debarred/ black listed for Bidding in any organization at any time? If so, give details. | |
| 18 | Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details. | |
| 19 | In which field of Civil Engineering construction/ Architecture the Bidder has specialization and interest? | |
| 20 | Any other information considered necessary but not included above. | |
| | | |
| Note: | All documents to be furnished along with this form should be self certified by proprietor/ partner/ authorized person | |

Signature of Bidder(s)

**Consultancy Services for the Re-development of Bank's residential property at
Renuka Bhavan, Agra**

FORM 'G'

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL OF THE FIRM TO BE
EMPLOYED FOR THIS WORK**

| Sr. no | Designation | Total Number | Number Available for this work | Name | Qualification | Professional experience and detail of work carried out | How these would be involved in this work | Remarks |
|-----------|--|-----------------|--------------------------------------|------|---------------|---|--|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 1 | Architects with experience in Office/ residential/ Hospital/ institutional/ Commercial Complex design | | | | | | | |
| 2 | Structural Engineers | | | | | | | |
| 3 | Civil utilities Engineers | | | | | | | |
| 4 | Electrical Engineers & Mechanical Engineers | | | | | | | |

Signature of Bidder(s)

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY TEAM PERSONNEL
Data To Be Given For Consultant's/Sub Consultant's Firm Also. (As Applicable)

1. Proposed Position: _____

2. Name of the person: _____

3. Date of Birth: _____

4. Nationality: _____

5. Educational Qualifications:

(Summarize college / university and other specialized education of staff member, giving names of college, dates attended and degrees obtained.) **(Please furnish proof of qualification.)**

6. Membership of Professional Societies: _____

7. Employment Record:

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

8. Permanent Employment with the firm (Yes / No)

If yes, how many years:

If no, what is the employment Arrangement with the firm?

9. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

1. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage himself in any other assignment during the currency of his/her assignment on the project.

2. I, the undersigned, certify that to the best of my knowledge and belief, this bio data correctly described myself, my qualifications and my experience.

Signature of the Candidate

Date & Place _____

Signature of the Authorized Representative of the firm

Date & Place _____

**UNDERTAKING FOR NO NEAR RELATIVE (S) OF THE CONSULTANT WORKING IN
PUNJAB NATIONAL BANK**

I _____ S/o _____
R/o _____,

hereby certify that neither my relatives(s) nor any of my firm's experts and other personnel and sub-consultants or their relative(s) as defined below is/are employees of Punjab National Bank and involved in:

- (i) preparation of Terms of Reference (TOR) for this assignment,
- (ii) the selection process for the contract, or
- (iii) the supervision of such contract;

In case at any stage, it is found that the information given by me is false/ incorrect, PNB shall have absolute right to take action as deemed fit, without any prior information to me.

Signature of the bidder with seal

The near relative(s) means:

- a) Member of a Hindu Undivided Family;
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter-in-law), daughter & daughter's husband (son-in-law), brother (s) & brother's wife (sister-in-law), sister (s) & sister's husband (brother-in law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company; by all the Directors of the Company or Company secretary on behalf of all directors.

In case of any breach of these conditions by the company or firm or any other person, the tender/ work will be cancelled and security deposit will be forfeited at any stage whenever it is so noticed. The Bank will not pay any damages to the company or firm or the concerned person. The company or firm will also be debarred for further participation in Bank's tenders.

Signature of the bidder with seal

**Consultancy Services for the Re-development of Bank's residential property at
Renuka Bhavan, Agra**

DECLARATION UNDER OFFICIAL SECRETS ACTS, 1911 AND 1920

My attention has been drawn to the provisions of the Official Secrets Acts, and I am fully aware of the serious consequences which may follow any breach of those provisions.

I understand the sections of the Official Secrets Acts. I am aware that I should not divulge any information gained by me as a result of my appointment as a Consultant Architect; to any unauthorised person, either orally or in writing, without the previous official sanction in writing of the Competent Authority of the Bank appointing me, to which written application shall be made and two copies of the proposed publication be forwarded. I understand that I am also liable to be prosecuted if I publish without official sanction any information I may require in the course of my tenure as Consultant Architect (unless it has already officially been made public) or retain without official sanction any sketch, plan, model, article, or official documents which are no longer needed for my official duties, and that these provisions apply not only during the period of my appointment but also after my appointment has ceased.

Signature of Bidder

Date:



COUNCIL OF ARCHITECTURE

(A Statutory Body of Government of India under the Architects Act, 1972)
India Habitat Centre, Core 6A, 1st Floor, Lodhi Road, New Delhi - 110003
Phone 011-24648415, 24654172, Fax: 24647746
E-mail: coa@ndf.vsnl.net.in Website: www.coa.gov.in

PUBLIC NOTICE

**Attention : Architects, Registrar of Companies/LLPs, Foreign Architects/
Consultants, Govt. Departments and all concerned.**

The Council of Architecture (COA), a statutory body set up under the Architects Act, 1972 (Act), has been receiving complaints regarding violations of the Act by LLPs and Companies by using the word "Architect" or its derivatives in their names and objects, for carrying on the profession of an Architect and also appointment of foreign architects without prior approval of Central Government under the Act for carrying out Architectural works in India. 'Architect' has been defined under the Act.

Pertinent to the matter, it is hereby brought to the notice of all concerned that as per Section 36 of the Act, if any person i.e. individual, Company, LLP, etc. (not registered as an Architect with COA) falsely represents that such person is an 'Architect' or uses in connection with his name or title any words or letters to suggest that such person is an architect, such person shall be punishable with fine which may extend to one thousand rupees.

Additionally, as per Section 37 (1) of the Act, no person (individual, company, LLP, etc.) other than an Architect or a Firm of Architects (having only Architect partners) shall use the title and style of 'Architect' for practicing the profession of an 'Architect'. Violation of this provision is punishable on first conviction with fine upto five hundred rupees and on subsequent conviction with imprisonment upto six months or with fine upto one thousand rupees or with both.

The Ministry of Corporate Affairs, Govt. of India (MCA) has also issued a Circular No.: 2 /2012 dated 1st March, 2012, directing that **"Where one of the objects is to carry on the business / profession of Architecture, then the concerned Registrar of Companies / Registrar of LLP shall incorporate the same only on production of in-principle approval / NOC from the concerned Regulator"**. Circular is also available on the COA's website. The Hon'ble High Court of Delhi, in **WP(C) No.: 934 of 2012 - Sudhir Vohra v. Registrar of Companies and Others** have also considered this legal position.

Therefore, Companies/ LLPs/ individuals committing above violations are directed to stop such violations by changing the name of the entity by removing the word "Architect" or any its derivatives as part of their name & style and also after the objects/Memorandum of Association of the concerned entity to remove the intent to practice architecture/represent as architect/architectural consultant OR wind up such juridical entities, at the earliest, failing which COA may initiate Criminal Prosecution.

Further, no foreign Architect / Consultant (not registered with COA) be appointed for Architectural works without following the procedure prescribed under the Act.

Dated : 20.05.2013
New Delhi

Registrar
davp 21271/11/0002/1314



COUNCIL OF ARCHITECTURE

(A Statutory Autonomous Body of Government of India under the Architects Act, 1972)

India Habitat Centre, Core 6-A, 1st Floor, Lodhi Road, New Delhi - 110003

Phone : 011-24648415, 24654172, Fax : 011-24647746, E-mail : coa@ndf.vsnl.net.in

PUBLIC NOTICE

In pursuance of an Order dated 21ST February, 2011 of Hon'ble Bombay High Court in W.P. (C) No. 2244 of 2010 and PIL No. 80 of 2010, it is brought to the notice of all Architects to prepare their drawings / plans strictly in accordance with the Rules / Bye-Laws of Local Authorities and also in compliance with the provisions of various other laws, as may be applicable. Architects should not supervise illegal constructions and / or sign any plan / drawings in deviation of bye-laws and / or issue completion certificate if the construction is not carried on in accordance with the approved drawings / plans. Further, the Council of Architecture (COA) has framed the Architects (Professional Conduct) Regulations, 1989, as amended in 2003, for Architects and prescribed Conditions of Engagement and Scale of Charges as well as guidelines for Architectural Design Competitions for engaging / appointing architects for various architectural services and also prescribed guidelines for Architect's Professional Liability.

If any architect, upon receipt of a complaint by COA, is found to have acted in violation of Professional Conduct Regulations action for professional misconduct may be initiated against such erring Architects as provided under the provisions of the Architects Act, 1972 and Rules & Regulations framed thereunder, which may include suspension from practice as an architect or even removal of name from the Register of Architects maintained by COA on all India basis.

It is also clarified that in terms of Sections 36 and 37 of the Act, no person other than an architect or a firm of architects (having all architect partners) shall represent itself as an architect and / or use the title and style of architect for practicing the profession of an Architect in India as doing so is a punishable offence under the Act. The general public and concerned authorities are advised to verify the validity of registration of an architect before awarding any architectural work and / or sanctioning drawings / building plans or appointing / engaging an architect in Govt. or Private Sector.

New Delhi

Dated : 28th February, 2011

Registrar

davp 21271/11/0001/1011