



**OPEN TENDER**

**FOR**

**PROVIDING ARCHITECTURAL CONSULTANCY SERVICES (WITH SUPERVISION)**

**FOR**

**PLANNING, DESIGNING AND FURNISHING OF WEST BENGAL GRAMIN BANK'S  
HEAD OFFICE AT BANK'S BUILDING**

**AT**

**4 NO N.C. DUTTA SARANI, KOLKATA 700001**

**GENERAL MANAGER  
WEST BENGAL GRAMIN BANK  
GSAD, 3<sup>RD</sup> FLOOR  
BMC HOUSE, NH34 CHUANPUR, BERHAMPORE  
MURSHIDABAD, PIN- 742101**



**INDEX**

Subject	Page No
<b>PART A- TECHNICAL BID</b>	<b>3-44</b>
<b>PART B COMMERCIAL BID</b>	<b>45</b>
<b>PART C- ANNEXURES</b>	<b>46-60</b>
<b>PART D: INTEGRITY PACT</b>	<b>61-66</b>
<b>PART E: DISCLAIMER</b>	<b>67</b>

<b>PART A- TECHNICAL BID</b>		
Serial No	Details	Page No
1	Notice Inviting Tender	3-4
2	Eligibility Criteria	5-10
3	Checklist of Documents to be Submitted	11
4	General Conditions for Bidding	12-15
5	Data Sheet	16
6	Draft Articles of Agreement	17-18
7	Section-I Conditions of Agreement	19-33
8	Section-II Roles and Responsibilities of Site Engineer	34-43
9	Section-III Scale of Charges	44
<b>PART C- ANNEXURES</b>		
Serial No	Details	Page No
i.	Letter Submitting Tender	46-47
ii.	Form 'A' to 'G-1'	48-56
iii.	Undertaking for No-relation	57
iv.	Declaration under Officials Secret Act	58
v.	Public Notice by Council of Architecture	59-60

Certified that this NIT contains Page 1 to 67 (One to Sixty-Seven) only.



## 1. NOTICE INVITING TENDER

The Bid details are as follows:

1.	Tender Reference	<b>WBGB/HO/GSAD/4706 /2025-26 dated 26.09.2025</b>
2.	GeM AR & PTS Report No	
3.	Date of commencement of Tender Submission	26/09/2025 from 10:00AM
4.	Last date and time of Acceptance of queries	04/10/2025 till 10:30 AM
5.	Date of Pre-bid Meeting	04/10/2025 at 11:00 AM
6.	Last date and time of tender submission	10/10/2025 till 5:00 PM
10.	Tender Fee	Rs. 1,500.00 (non-refundable) in the form of Demand Draft in favour of "West Bengal Gramin Bank" payable at Berhampore, Murshidabad
11.	Technical Bid opening	13/10/2025 from 11:00 AM
12.	Earnest Money Deposit Amount	Rs.15,000/- (Rupees Fifteen Thousand only) by Demand Draft/ Pay Order from any scheduled commercial bank, payable at Berhampore, Murshidabad
13.	Performance Guarantee	Performance Guarantee of 3% (Three Percent) of the quoted fee (which is % of estimated project cost as quoted in Commercial Bid) within fifteen (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 West Bengal Gramin Bank.
14.	Security Deposit	EMD + Performance Guarantee (Both will be refunded upon recording completion of the project by the Bank)
15.	Estimated Cost of Project	Rs.1,50,00,000.00 (Tentative) i/c of all taxes (Rupees One Crore and Fifty Lakh Rupees Only)
16.	Place of opening of Bids	West Bengal Gramin Bank 2 <sup>nd</sup> Floor, Conference Room BMC House, NH34 Chuanpur, Berhampore Murshidabad, Pin- 742407
17.	Contact Details	General Manager West Bengal Gramin Bank GSAD, 3rd Floor, BMC House, NH34 Chuanpur, Berhampore, Murshidabad, Pin- 742407



**Envelope-I (Technical Bid):** To contain Complete Tender document with all the relevant information for Providing Architectural Consultancy Services (With Supervision) For Planning, Designing and Furnishing of West Bengal Gramin Bank's Head Office at Bank's Building, EXCEPT PRICE-BID - duly signed on each page along-with EMD in the form of Demand Draft payable at West Bengal Gramin Bank, Berhampore, Murshidabad. The envelope should be super scribed with **"Architectural Consultancy Services (With Supervision) For Planning, Designing and Furnishing of West Bengal Gramin Bank's Head Office at Bank's Building"**. Tenders without Demand Draft shall be summarily rejected.

**Envelope-II (Price Bid):** Should contain Price Bid. Price Bid should be submitted as per given format only (*Part- B*) and should be duly signed by the authorized signatory. Separately sealed Price bids envelope should be super scribed with **"Price Bid for Providing Architectural Consultancy Services (With Supervision) for Planning, Designing and Furnishing of West Bengal Gramin Bank's Head Office at Bank's Building"**. Overwriting/corrections are not acceptable in Price bid, however if it is unavoidable, Corrections should be clearly marked and should be verified by cross signing by the Authorized signatory. **Envelope-II will be opened only if Technical Bid criteria fulfilled by the respective Bidders.**

The above two envelopes to be put in one large **Envelope-III (Main envelope)**, sealed and submitted. Main envelope should be super scribed with name, contact number, email and other contact details of the vendor/firm and should be super scribed with **"Quotation for Providing Architectural Consultancy Services (With Supervision) Planning, Designing and Furnishing of West Bengal Gramin Bank's Head Office at Bank's Building"**.

The quotation needs to be addressed to the General Manager, GSAD Department, West Bengal Gramin Bank, Head Office, BMC House, NH-34, Chuanpur, PO- Chaltia, Berhampur, Dist.- Murshidabad, West Bengal 742101 so as to reach him not later than 05.00 p.m. 10/10/2025. Quotation received after 05:00 P.M. on 10/10/2025 will not be accepted. Quotations will be opened on 13/10/2025 at 11:00 A.M. in the West Bengal Gramin Bank 2<sup>nd</sup> Floor, Conference Room BMC House, Nh34 Chuanpur, Berhampore Murshidabad, Pin- 742101. The bidders are advised to be present in person or send an authorized representative duly authorized by issuance of an '*Authority Letter*' for the purpose. \*For more details, kindly refer the general instructions and terms & conditions for the contract (tentative) attached herewith.

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 (<https://wbgb.co.in>).

Clarifications of Bank on RFP may be sought at Pre-Bid Meeting scheduled at 11:00 a.m. on 04/10/2025. After clarification on queries no deviation on the above shall be entertained by the Bank thereafter.

Based on the clarification of conditions by the Bank, an intending bidder shall submit its unconditional acceptance on the prescribed format along with tender document.



## 2. ELIGIBILITY CRITERIA

1. Minimum prequalification criteria to be fulfilled by Consultants/Architectural firms:

- a) The Consultant/ Architectural firms should mandatorily have office/Branch Office in Kolkata or its surrounding areas.
- b) The Consultants/Architectural firms should be an Indian consultancy firm/ individual proprietor, and it/they 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 and as interpreted by the Council of Architecture. A copy of the Public Notice issued by the Council of Architecture is attached to this bid document for reference.
- c) The Applicant should have never been black-listed/ barred by any Central/ State Government Department/ Central Autonomous Body/ Central Public Sector Undertaking/ City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/ State Gazette/ Public Sector Banks etc. Further, similar eligible works should not have been carried out on **Back to Back basis** and the Applicant shall have to furnish undertaking as under. An undertaking in this regard is to be submitted to Bank by Bidder (on stamp paper of Rs.100/-)
  1. "I/We have never been black-listed/ barred by Department of Financial Services, Govt. of India and my company does not feature in the debarment list on Central Public Procurement Portal (CPPP) maintained by Department of Expenditure, Ministry of Finance, Govt. of India.
  2. "I/ We undertake and confirm that eligible similar work(s) has/have not been got executed through another agency on back to back basis. Further that, if such a violation comes to the notice of the Bank, then I/we shall be debarred for bidding in WBGB in future forever. Also, if such violation comes to the notice of the Bank before date of start of work, the Bank shall be at liberty to forfeit the entire amount of Earnest Money Deposit."
- d) **Joint ventures shall not be eligible, and the bid submitted by Joint Ventures shall be summarily rejected.**

2. The scoring of Technical Bids by the Bank's Technical Evaluation Committee is as under:

Sl. No	Evaluation Criteria	Sub-Criteria	Max Marks	Marking Guidelines
1	Relevant Experience	Number of years in architectural consultancy with supervision	20	- 10+ years: 20 marks - 7-9 years: 15 marks - 4-6 years: 10 marks - <4 years: 5 marks
2	Past Experience of Similar Projects	Number and scale of similar completed projects (Banks, FI, PSU etc.)	25	- 5+ major projects: 25 marks - 3-4 projects: 18 marks



				- 1–2 projects: 10 marks - No similar project: 0 marks
3	Team Profile	Qualification, experience, and number of key staff (architects, engineers, etc.) in the pay roll	20	- Highly qualified team with 5+ key staff: 20 marks - Moderate team with 3–4 staff: 15 marks - Basic team with 1–2 staff: 10 marks
4	Financial Strength	Turnover, profitability, and liquidity (last 3 financial years)	20	- Turnover > ₹1 crore/year + positive cash flow: 20 marks - ₹50L–₹1 crore/year + positive cash flow: 15 marks - <₹50L/year + positive cash flow: 10 marks
5	Presentation & Methodology	Approach to project execution, supervision strategy, innovation, etc.	15	- Excellent methodology with clear supervision plan: 15 marks - Average presentation: 10 marks - Poor or unclear methodology: 5 marks

### 3. The Eligibility Criteria for selection are as under:

S.N.	Eligibility Criteria
1	<p>The Consultants/Architectural firms should have completed providing Consultancy Services for projects in India in the following manner during the last 07 years, ending last day of the month of April 2025.</p> <p>i. Three Consultancy services of a nature similar each for project having cost not less than Rs.60,00,000 (Sixty Lac Rupees Only) Or ii. Two Consultancy services of similar nature each for project having cost not less than Rs.75,00,000 (Seventy-Five Lakh Rupees Only) Or One consultancy service of similar nature for a project having cost not less than Rs. 1,20,00,000 (One Crore and Twenty Lakh Rupees Only)</p> <p><b>Similar works:</b> means Consultancy services of Comprehensive planning, designing, supervision and obtaining requisite approvals from local bodies, etc. till its completion in all respect for renovation/furnishing works (including civil, electrical, plumbing, Interior, HVAC,</p>



	<p>DATA &amp; LAN works etc.) of multistoried office building or premises with area approx. 10000 sqft. or more.</p> <p>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. Traces / certificate for such works issued by the respective clients.</p> <p>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 and should be issued by the principal employer / client. Experience earned by individuals of the firm in other companies/ firms/ in individual capacities will not be taken into consideration.</p>
2	<p>The Consultants/Architectural firms should have an average annual Financial Turnover of a minimum of <b>Rs 2,25,000.00</b> during immediate last three consecutive financial years 2021-2022 , 2022-2023 and 2023-2024.</p>
3	<p>The Architects/ Architectural Firms should have Architects/ Designers/ Consultants with Graduate/ Post Graduate degree/ diploma in architecture/ respective branches of engineering and who are practicing as an Architect/ Consultant/ Designers, as the case may be.</p> <p>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 &amp; having a valid COA number.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>As per the Council of Architecture, limited companies, private/ public companies, societies and other juridical persons are not entitled to use the title and style of architect nor are they entitled to practice the profession of architecture.</li> </ol>
4	<p>The Consultants/Architectural firms should have in-house architectural capabilities with a minimum of 3 years of experience in the field of Architectural Consultancy. In case of non-availability of In-house capabilities in consultancy for any other component of civil, plumbing, Firefighting, 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 &amp; associate sub consultant/firms having domain specific specialization and submit copy of the MOU/agreement with such specialized firms with bid.</p>



**Information and Instructions to bidders:**

1. The bidder should be Class-I local supplier. “Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum “local content” as prescribed for Class-I local supplier as per DPIIT vide OM P-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision. The “local content” requirement to categorize a supplier as “Class-I local supplier” is minimum 50%. “Local content” means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

- a) **Verification of “local content”:** The “Class-I local supplier” with the bid document shall be required to submit self-certification the bidder meets the local content requirement for “Class-I local supplier”.
- b) The Consultants/**Architectural** firms should submit 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 three years ending last day of the month of April 2025
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

- c) **Earnest Money Deposit:** - Rs. 15,000 by Demand Draft/ Pay Order from any scheduled commercial bank, payable at Berhampore, Murshidabad and drawn in favour of West Bengal Gramin Bank along with the tender, failing which the bid will summarily be rejected. No Cheque / Cash shall be accepted as EMD. EMD of unsuccessful bidder will be refunded within 30 days after the bid opening day without any interest thereof.

2. The intending Bidder must meticulously go through the terms and conditions & Guidelines for Tender documents carefully. He/She/It should only submit his/her/its bid if he/she/it considers himself/herself eligible and he/she is in possession of all the documents required.

3. 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 Tender Fee & EMD, their tenders will be summarily rejected. Conditional Tender will also be summarily rejected.



4. WBGB will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of WBGB will be final in this regard.
5. The determination will take into account bidder's financial, technical and support capabilities, based on an examination of documentary evidence submitted by bidders in support of eligibility criteria. Further, to determine the Bidder's eligibility / past performance as part of evaluation of technical bid, Bank may, at its discretion:
  - Carry out site visits at works previously executed by the bidder.
  - Visit the office of the bidder.
  - Seek Confidential Reports from previous clients of Bidder to ascertain their past performance.

The bidder shall have no objection to the above and shall extend their full cooperation, including coordinating the visits to their office or sites of their previous clients.

6. Original Tender fee, EMD, Letter Submitting tender is to be submitted physically with the duly signed and stamped copy of Tender Document on each page, corrigendum / addendum, annexures, supporting documents forming part of Technical Bid, before 11:00 am 09.07.2025 in the office of the CHIEF MANAGER, GSAD, 3RD FLOOR, BMC HOUSE, NH34 CHUANPUR, BERHAMPORE, MURSHIDABAD, PIN- 742407.
7. The price quoted by the bidder shall be on percentage basis and as per format in Page no 46 i.e. Commercial Bid.
8. Subsequently, the 'Technical Bid' of the bidders who have successfully submitted the Tender Fee and EMD in the correct format will be evaluated. Commercial bids of only those bidders; who qualify the Technical Bid stage, will be opened. The date for opening of commercial bids will be intimated later.
9. The Bank reserves the right to reject any prospective application at any time of the 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.
10. Firms registered under MSEs as well as firms recognized as Start Up by DPIIT would be exempted from submission of tender Cost/Fee and from payment of EMD. Documentary evidence for the said exemption/ recognition to be submitted along with the Bid. Additionally, Purchase Preference to MSE Bidders shall be as under: -
  - a. If MSE bidders quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, then the lowest among the MSE bidders will be eligible to be awarded the work if they agree to match the L-1 price.
  - b. If the lowest among MSE bidders do not agree to match the non MSE L-1 price, the process will continue with 2nd lowest MSE bidder and so on.
11. Firms as per OM No F.20/2/2014-PPD (Pt.) dated 25.07.2016 and 20.09.2016, Firms recognized as Start-ups by Department of Industrial Policy & Promotion (DIPP) are exempted from



submitting Earnest Money Deposit (EMD) and Tender Fee / Cost. Further, full relaxation to be given to registered Start Ups in procurement of goods & services on prior experience, i.e., No of years & financial turnover however, no relaxation to be given on the past experience criteria of execution of similar Goods/Services/Works.

**These relaxations shall only be given to the Start-ups recognized by Department of Industrial Policy & Promotion (DIPP) having valid Udhyam registration Certificate. The decision of the Bank in this regard shall be final.**

12. The Bidder should have at least one (1) registered offices/branches/service center in Kolkata or Districts covered by WBGB.
13. All the intended bidders must submit Integrity Pact as per Annexure.

**14. Modification and withdrawal of bid by the bidder**

- a. Bids once submitted will be treated as final and no bid may be modified subsequent.
- b. No bid may be withdrawn in the interval between the deadline for submission of bids. For withdrawal of bid after the end date of 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 WBGB. 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 WBGB. The price bid of all technically qualified bidders including this bidder (if found technically eligible) will be opened and action will follow as follows 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-tendering will be done and the earnest money deposit will be forfeited.

  
General Manager



**3. CHECKLIST OF DOCUMENTS TO BE SUBMITTED:**

S.N.	Document & Annexure as per eligibility criteria	Submitted Y/N	Page No.	Remarks, if any
1.	Tender Fee & EMD			
2.	Duly signed and stamped all tender pages			
3.	Eligibility criteria documents A, B, C, D, E, F, G, G-I and any other documents as per requirement of this bid document and as per Annexures as under:			
3	Scanned copy of PAN card issued by Income Tax Department.			
4	Certificate of financial turnover from CA for last three financial years 2022-23, 2023-24 and 2024-25.			
5	Chartered Accountant's Certified copy of P & L statement of last three years 2022-23, 2023- 24 and 2024-25 ending 31st March 2025.			
6	Certificate of Registration for GST and acknowledgement of up to date filed return, if required			
7	Certificate of Registration with the Council of Architecture of partners/ proprietor and of staff presently on payroll who will be dealing the project.			
8	Undertaking regarding no near relative(s) of the consultant working in WBGB as per Page No. 58 in Annexures			
9	Declaration under Official Secrets Acts as per Page No. 59 in Annexures			
10	Affidavit for not executing works on "back-to-back" basis.			
11	Affidavit to engage associate sub-consultants having domain specialization as per eligibility			
12	Affidavit under oath that the bidder is eligible as per The Architects Act.1972 & subsequent modifications.			

**General Manager**



#### 4. GENERAL CONDITIONS FOR BIDDING

1. Evaluation of the bids shall be done as per the 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 by the Technical Committee of the Bank.**
  - b. Only those bidders satisfying the technical requirements and accepting the terms and conditions of this document shall be short-listed for the opening of their financial bids.
  - c. The bidder quoting the lowest bid (L1) will be awarded the job.
2. 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, 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 into 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.
3. 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 the 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.
4. Canvassing, whether directly or indirectly, in connection with bid is strictly prohibited and the bids submitted by the Bidders who resort to canvassing shall be liable to rejection.
5. The competent authority reserves to himself/herself the right to accept the whole or any part of the bid and the Bidder shall be bound to perform the same at the accepted rate.
6. Bidders shall be disqualified from participating in consultancy assignments within WBGB—specifically under the General Services Administration Division, which oversees contract awards and execution—if they have a near relative serving as an officer in any role within that division. 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 West Bengal Gramin 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.
7. 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.

8. 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 forfeit the Earnest Money Deposit. Further the Bidder shall not be allowed to participate in the rebidding process of this work.
9. This notice inviting Bid shall form a part of the contract document. The successful Bidder, on acceptance of his/her Bid by the Competent Authority of the Bank shall sign the contract within fifteen (15) days from the stipulated date of start of the work.
10. If any information furnished by the applicant is found incorrect/false at any time, his/her/its bid is liable to be rejected and also, he/she/it shall be liable to be debarred from the Bidding/taking up consultancy works in WBGB in future.
11. The particulars of the work given in the bid document are provisional. They are liable to be changed at any time by the Bank and must be considered only as information.
12. All works proposed for execution by contract shall be notified in a form of invitation to Bid by publication in Newspapers & uploading on Bank's website. This form shall state the work to be carried out, date for submission and opening of Bids, time allowed for carrying out the work, 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 to be assigned shall also be open for inspection by the Bidders at the office of officer inviting Bid for the purpose of identification by the officer inviting Bid, during office hours only.
13. Any person/bidder who submits a Bid shall fill up the usual printed form, stating the rate at which he/she/it is willing to undertake the work. Bidder, who proposes any alteration/deviation 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.
  - In case the bids quoted by two or more Bidders are same, such Bidders shall 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 shall be worked out on the basis of revised financial offers quoted by such bidders.
  - 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, action will be initiated and EMD will be forfeited. 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.

14. The officer inviting Bid or his/her duly authorized representative shall open Bids in the presence of any intending Bidders who may be present at the time and shall enter the amounts of the opened Bids in a comparative statement in a suitable form.
15. The Bidders shall sign a declaration under the Officials Secrets Act, 1923, for maintaining secrecy of the Bid documents drawings or other records connected with the work given to them.
16. Use of correction fluid, anywhere in Bid document is not permitted. Such Bid is liable for rejection.
17. 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 there is no scope of interpolation.
18. **Performance Security:** The successful Bidder will be required to furnish a Performance Guarantee of 3% (Three Percent) of the quoted fee (which is % of estimated project cost as quoted in Commercial Bid) within fifteen (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 West Bengal Gramin Bank. The Performance Guarantee will be refunded upon recording completion of the project by the Bank.
19. 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.
20. Turnover tax or any other tax(es) as may be made applicable in respect of this contract shall be payable by the Bidder and Bank shall not entertain any claim whatsoever in respect of the same. However, in respect of GST, the same shall be paid extra as per actual. However, TDS portion will be deducted from consultant's running/ final bills as per prevailing guidelines.
21. 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.
22. No payment for the work done will be made unless the contract is signed by the Bidder.
23. Under normal circumstances, consultant will not be allowed to change the associate specialized firms /sub consultants once approved by the bank.
24. 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 sub component as assessed by the 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.

25. 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.

  
General Manager



5. DATA SHEET

S.N.	Description	Details
1.	Name of work:	Consultancy Services for the PLANNING, DESIGNING AND FURNISHING OF WEST BENGAL GRAMIN BANK'S HEAD OFFICE AT BANK'S BUILDING AT 4 NO N.C. DUTTA SARANI, KOLKATA 700001
2.	Correspondence Address:	GENERAL MANAGER WEST BENGAL GRAMIN BANK GSAD, 3RD FLOOR BMC HOUSE, NH34 CHUANPUR, BERHAMPORE MURSHIDABAD, PIN- 742101
3.	Area for Furnishing	15000 sq. ft. Approximately
4.	Earnest money	Rs 15,000/- by Demand Draft/ Pay Order from any scheduled commercial bank, payable at Berhampore, Murshidabad and drawn in favour of West Bengal Gramin Bank.
5.	Performance Guarantee	3% of Bid Value quoted as percentage of project cost in Commercial Bid
6.	Security Deposit	EMD + Performance Guarantee (Both will be refunded upon recording completion of the project by the Bank)
7.	Schedule of fee payment	Conditions of Contract S. No. 6 Page 26-27
8.	Time Allowed	Till Completion of the Project (6 months)
9.	Performance Guarantee (Time allowed for submission of Performance Guarantee from the date of issue of award letter)	15 days
10.	Number of days from the date of issue of letter of Award for reckoning date of start.	10 days
11.	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.
12.	Bid Validity period	90 days from the date of opening of Financial Bid
13.	Bid evaluation criterion	The technically eligible bidder quoting the lowest bid (L1) will be awarded the job.

## 6. DRAFT ARTICLES OF AGREEMENT

This agreement made at \_\_\_ on \_\_\_ Day of \_\_\_\_\_ between **West Bengal Gramin Bank**, a body corporate (constituted under Banking Companies Acquisition and Transfer of undertakings Act, 1970) having its Office at BMC House, NH34 Chuanpur, Berhampore, Murshidabad (hereinafter called as the "BANK" which expression shall be deemed to mean and include its successor, administrators and assigns) of the first part

And

M/s \_\_\_\_\_ (hereinafter called the CONSULTANT ARCHITECT which expression shall be deemed to mean and include his heirs, successor, administrators and assigns) of the other part.

Whereas the Bank is desirous of getting executed certain works viz. construction of new Residential Building at \_\_\_\_\_, \_\_\_\_\_ 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").

"Consultant Architect" and "Bank" shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

Now it is hereby agreed by and between the Parties as under:

1. In Consideration of payments being made/to be made by Bank, the Consultant Architect subject to the said conditions has agreed to render professional services.
2. The Architect shall be solely responsible for the project, design the layout plan and shall get the same approved from the concerned local/administrative authorities (including but not limited to design of civil, structural, plumbing, sanitary, electrical, centralized Air Conditioner, firefighting & all related works); and shall supervise the works till its completion in all respect.
3. Time is the essence of this work. The Consultant Architect shall be willing to adhere to the timeline/schedule strictly.
4. The Bank shall pay to the Consultant Architect the sums as shall become payable hereunder at the times and manners specified in the said conditions forming part of this agreement.
5. The following documents shall constitute and be read as part of this agreement:
  - a) Original Tender Document No..... & documents submitted along with bid; signed and stamped by the authorized signatory of the bidder
  - b) Any corrigendum / addendum (if published);
  - c) Letter of Award / Letter of acceptance of award of work; and
  - d) Acceptance letter of negotiations/ correspondence between Banks and Consultant Architect.
6. 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 endeavored 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 West Bengal Gramin Bank and the provisions of the Arbitration & Conciliation Act, 1996, and the Rules and Regulations framed thereunder, as may be amended from time to time, shall be applicable. The award made in pursuance thereof shall be binding on the parties. The place of such arbitration shall be at Kolkata and the language shall be English. The Parties to the arbitration shall bear their own costs. The Arbitrator shall give a reasoned award.

7. All disputes arising out of or in connection with this agreement shall be deemed to have arisen in Kolkata and only the courts of Kolkata shall have the jurisdiction to determine the same.
8. 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 ascending order set out above in point no. 5).
9. 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 & on behalf of the Consultant Architect	For & on behalf of WBGB
Signature	Signature
Name	Name
Designation:	Designation:
Witness 1	Witness 2
Signature:	Signature:
Name	Name
Designation:	Designation:
Date:	Date:
Place:	Place:

## 7. 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 **Bank:** The term Bank shall denote West Bengal Gramin Bank (hereinafter referred to as "Bank") with its Office at **BMC HOUSE, NH34 CHUANPUR, BERHAMPORE MURSHIDABAD, PIN- 742101** and represented by its designated employees or authorized representative.
  - 1.2 **Consultant Architect:** The term Consultant Architect shall mean M/s.\_\_\_\_
    - a. **Site & Work:** The Site shall mean the project at part 2<sup>nd</sup> floor and 3<sup>rd</sup> floor of WBGB HEAD OFFICE where the dismantling, civil works, interior furnishing, electrical works, plumbing works, HVAC works (Existing Central Air Conditioning System for high rise building), DATA & LAN works, Fire Fighting and Public Addressing System works etc. are to be executed within the boundary including any area of building and erection thereon allotted by the Bank 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 HVAC works (Central Air Conditioning System)
  - 2.5 Fire-fighting installation work.
  - 2.6 DATA & LAN Cabling works.
  - 2.7 Laying telephone connections.
  - 2.8 Supervision and obtaining requisite approvals from local bodies till completion of the above works in all aspects.
  - 2.9 Any other work specially entrusted to the Consultant Architect by Bank.
3. **CONSULTANT ARCHITECT'S SERVICES AND OBLIGATIONS:** 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 authorities.
  - 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:
    - 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 Working Drawings.
- 3.2.6 HVAC Drawings
- 3.2.7 Perspective sketches.
- 3.2.8 3Ds and Walk through.
- 3.2.9 Preliminary landscape designs.
- 3.2.10 Preliminary cost estimates.
- 3.2.11 Phasing and broad construction planning.
- 3.2.12 Conclusions and recommendations.

3.3 Consultant Architect shall perform, for various components, cost effective preliminary designs, service plans and getting the same approved from West Bengal Gramin 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 interior work, 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 Submission of the programme schedule in the form of PERT Chart/ Bar Chart incorporating all the activities required for the award of work to the contractor well in time i.e. preparation of 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 of Consultant Architect shall include day-to-day supervision, measurement, quality control, variation measurement and complete project management.
- 3.6 **The Consultant Architect shall engage qualified Sanitary, Plumbing, Structural, Electrical / Fire sub-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 Bank. Such sub-consultant shall be appointed with the approval of the Bank. *The fees payable to these Sanitary, Plumbing, Structural, Electrical / Fire sub-consultants shall be borne by the Consultant Architect out of the fees received by them from the Bank.*** The Consultant Architect shall be fully responsible for the works of such sub-consultants and shall also coordinate the activities of various sub-consultants.
- 3.7 The responsibility of getting sanctions from statutory authorities shall be that of the Consultant 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, Consultant 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 Submission of 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 preparation 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 preparation of 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 Preparation of pre-qualification documents for appointment of furnishing contractor and carrying out scrutiny of the same.
- 3.11 Preparation of 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. which shall be subject to the approval of the Bank.
- 3.12 Preparation of tender notices, documents for issue by the Bank for all services and submission of technical and commercial assessment reports thereon including code of practice covering aspects like measurement, method of payments, quality control, procedures on materials, work and other conditions of work, together with recommendations specifying abnormally high

and low rated items. Preparation of Contract Document for all trades and getting them executed by the concerned contractors.

- 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 Architect out of the fees received by them from the Bank.***
- 3.15 Preparation of various documents for the Bank such as the list of contractors and site staff; four (4) copies of all good for construction drawings, coordinated drawings and other particulars. Preparation of such further details and drawings as necessary for proper execution of the works, as may be required by the bank from time to time.
- 3.16 Assumption of 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 / Consultant Architect 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 rupees ten thousand only (Rs. 10,000/-). This deviation shall be got subsequently ratified from the Bank duly justifying the action at the earliest.
- 3.18 Check measurements of works at site; Check contractor's bills, issue periodical certificates for payments, and pass and certify accounts, so as to enable the Bank to make payments to the contractors and adjustments of all accounts between the contractors and the Bank. Consultant Architect shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Architect 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 contractor 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 Consultant Architect)*

*Date .....*”

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

- 3.19 Submission of a detailed account of steel, cement and any other material that the Bank may specify and certify the quantities utilized in the works.
- 3.20 Obtain final completion certificate and secure permission of Municipality and such other concerned competent authority for occupation of the building and assist in obtaining refund of deposit, if any, made by the Bank to the Municipality or any such other concerned authority.
- 3.21 Appearance on behalf of the Bank 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 Bank.
- 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 submit four (4) copies of the same for the records of the Bank.

Further, the Consultant 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 Consultant Architect shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over for occupation to the Bank.
- 3.24 The Consultant Architect shall assist the Bank in all arbitration proceedings between the contractors and the Bank and also defend the Bank in such proceedings. The Architect shall assist Bank Authorities in preparing reply to the observations of CTE/ CVC.
- 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 The Architect shall ensure that necessary fee, levies, security deposits and expenses in respect of statutory sanctions are complied with. The Architect shall exercise all reasonable skill, care diligence in discharge of duties and to inspect and evaluate the work on going and where necessary clarify any decisions, offer interpretations of drawings/ specifications, attend conference/ meeting to ensure that the project proceeds generally in accordance with conditions of the contract and keep Bank informed and render advice an actions if required and the Architect is responsible for the directions and integrations of the entire projects.
- 3.27 Any other services connected with the works usually and normally rendered by the Architects, but not referred to herein above according to the applicable industry standards.

#### **4. GENERAL CONDITIONS**

- 4.1 The Consultant Architect shall exercise his/her/its skill, care and due diligence in the discharge of duties hereby covenanted to be performed by it and shall exercise such general superintendence and inspection with regard to the said works as may be necessary to ensure that 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.
- 4.1 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 defective or substandard work by contractors or any irregular /overpayments to the contractor, the Consultant Architect shall take necessary action to get the defects rectified and/ or recover the irregular payments and also shall assist the Bank 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 Bank from time to time by drafting replies in consultation with legal advisers and protect interest of the Bank.
- 4.2 During the progress of work, whenever excess over sanctioned cost is anticipated, the Consultant Architect shall immediately report the same to Bank with adequate justification for the same and obtain Bank's prior written approval.
- 4.3 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 by the Bank for specified period and /or blacklist depending on gravity of the lapses on the part of Consultant Architect.
- 4.4 Consultant Architect shall not assign, sublet or transfer their interests in this agreement to any other party without prior written consent of the Bank.
- 4.5 The Drawings, specifications and any other documents provided by the Consultant Architect as part of the 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.
- 4.6 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 may be terminated at any time by bank by giving a written notice of one month.

- 5.2 If the Consultant Architect fails to adhere to the time schedule stipulated elsewhere in the agreement or extended time as may be granted by the Bank in its sole discretion or default in performing duties assigned under this agreement, the Bank 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 Bank; the Bank shall be entitled to terminate this agreement without a notice period in any of the following circumstances: -
- 5.3.1 If the Consultant Architect close his / their business or one or more of them dies, becomes insolvent from acting as Consultant Architect.
- 5.3.2 In case there is a 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 at all times 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 Bank can entrust the work to some other Consultant Architect and the Consultant Architect cannot raise any objection to it. However, any damages suffered by the Bank as a consequence will be recovered from him/it from but not limited to pending bills, if any, earnest money deposit and performance guarantee.
- 5.6 In case the agreement is terminated, the Bank 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 of agreement and in such cases the decision of the Bank 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 Bank 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 Bank & Consultant Architect.
- 6.2 Consultant Architect's fee shall be paid in the following stages consistent with the work done. Payments made to the Consultant Architect shall be on account of 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 if any.	up to 15%
(iii)	On approval of detailed architectural 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%
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 Bank. 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.
- 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 Bank. The decision of Bank shall be final and binding without assigning any reason whatsoever.
- 7.5 No professional fee shall be payable on the materials which shall be purchased / supplied by the bank such as light fittings, fans, fixtures etc.
8. **TIME SCHEDULE:** The Consultant Architect shall submit to the Bank the sketch plans, detailed plans, preliminary estimates, detailed estimates, tender documents etc. within the period stipulated in the Schedule herein annexed.

(i) Visiting the site / Office of the Bank, and discuss the detailed utilization of the area to be furnished with the Bank and submit the sketch plan or alternatives if required.	Within 1 week from the date of receipt of instructions from the Bank.
(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 1 weeks from the date of receipt of approval on sketch plan by the Bank (as per S.No.1)
(iii) Submission of detailed working drawings, specifications rate analysis and other details as required including detailed estimates for all disciplines for approval from Bank.	Within 1 weeks from the date of approval of building plans / instructions received from the Bank
(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 1week from the date of receipt of the individual tender from the Bank (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 recommendations 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 assigned under this contract.
- 9.2 But in addition to the fee payable under preceding clauses, the Bank shall reimburse the TA/DA to the Consultant Architect towards actual expenses for visit to places other than site or the location having office of Consultant Architect; for any work related to the project which may include selection of materials, verification of past experiences by Bank, etc. specifically as and when instructed by the Bank. Moreover, prior approval from the Bank for the above referred visit is essential for claiming TA/DA.
- 9.3 The Consultant Architect shall be paid as follows:
- a) For Partners/ Proprietor, Associates, Senior Architects and Consultants within the entitlement of Senior Management of the Bank.
  - b) For other staff, within the entitlement of Middle Management of the Bank.

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 by the Bank 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) Violation of 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 any court of law.

10.2 The following action may also be taken by the Bank:

- a) Placing an embargo on issue of further works and removal from Bank's approved list.
- b) Permanent removal from Bank's list.
- c) Circulation of Consultant Architect's name to other public undertaking or Govt. department for non-entertainment of their/its appointment.
- d) Circulation to Council of Consultant Architects for removing it/them from its membership.
- e) Termination of the 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 the contract amount shown in the tender) 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 by the Bank.

In case of any delay beyond this, West Bengal Gramin 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 competent authority of the Bank, 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 the following requirements:

- a) The bidder shall provide professional, objective, and impartial advice and at all times hold the West Bengal Gramin 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 Banks, or that may place them in a position of being unable to carry out this assignment in the best interest of West Bengal Gramin 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 West Bengal Gramin 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 West Bengal Gramin 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 Bank'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 West Bengal Gramin 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 stemming from this relationship has been resolved in a manner acceptable to West Bengal Gramin 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, West Bengal Gramin 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. The bidder's liability to West Bengal Gramin Bank will be governed by the applicable law. The client (purchaser) may, however, may prescribe other liabilities depending on the requirement in each case without any restriction on the Consultant Architect's liability as per the applicable laws.
14. **GUARANTEE:** The Consultant Architect shall agree to redesign at his cost any portion of his / her/its engineering and design work, which due to his / her/its 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 Consultant 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 Consultant Architect in case of failure to comply with the above clause.
16. The Bank may have the work inspected any time during the day 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 Consultant Architect of his/its responsibility of supervision. The Consultant 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 Consultant Architect shall be fully responsible for the technical soundness of the work and furnish a certificate to that effect including the work of sub-consultants and specialist engaged, if any, by him / her/it and also ensure and give a certificate at every bill stage that the work is carried out strictly in accordance with drawings and specification.
19. The Consultant 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 the contract shall be issued by the Consultant 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 Consultant 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 Consultant Architect hereby agrees that the fees to be paid as provided herein (Clause 6 of Conditions of Agreement i.e. Schedule of Payment & Section-III - Scale of Charges) 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 Consultant Architect shall indemnify and keep indemnified the Bank against any 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 Consultant 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 Consultant 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 Consultant Architect.
26. If work carried out by the Consultant Architect or sub-consultants appointed by the Consultant Architect are found to be sub-standard or un-duly delayed on his/its/their account, the bank may report the same to IBA, misbehavior of the Consultant Architect and IBA in turn should inform all the member banks, after examining veracity of the Bank's version, not to deal with such Consultant 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 Architect's fees: -
  - a) Land but excluding the cost of path way, landscaping and compound lighting.
  - 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 Consultant Architect such as light fittings, fans, AC unit, 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 Consultant Architect and cost of any rejected work.
  - e) Cost of supervisory and other establishment employed on work by the Consultant 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 Consultant Architect's 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 West Bengal Gramin Bank and the provisions of the Arbitration & Conciliation Act, 1996, and the Rules and Regulations framed thereunder, as may be amended from time to time, shall be applicable. The place of such arbitration shall be at Kolkata and the language shall be English. The Parties to the arbitration shall bear their own costs. The Arbitrator shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Kolkata.

- 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 Bank 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.

## 8. 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 \_\_), 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.

- 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 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.
- f. 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.
- g. 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.
  - 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 contractor's 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.
- 
- h. 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.
  - i. To record measurements of completed work jointly with the contractor and to process them in running account bills.
  - j. 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.
  - k. To submit to the Competent Authority of the Bank the Progress Report fortnightly.
  - l. 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".
  - m. To ensure that progress on every contract is in accordance with the appropriate stage of its Time and Progress Chart.
  - n. 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.
  - o. To receive the Final Bill from the contractor, to check it and forward it with his/her comments and recommendations to the Competent Authority of the Bank with all the supporting documents duly attached.
  - p. To submit the final summary of costs for the project to the Competent Authority of the Bank.
  - q. To submit to the Competent Authority of the Bank authentic information on and the undernoted records pertaining to the completed work in order to enable the Competent Authority of the Bank 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.
- r. To hand over to the Competent Authority of the Bank a "first draft" of "A Note of Comprehensive Information to the User" containing detailed instructions on how to use and maintain the completed interior work 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 if needed.
- b) 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. 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.
- c) To issue warning to the contractor for work carried out in the absence of supervisors.
- d) To issue notice to the contractor to suspend work during inclement weather and in circumstances where working would be dangerous to life and property.
- e) To submit samples of cement and any other materials for testing, when necessary, to an approved laboratory.
- f) To take concrete Test Cubes from concrete for RCC work and forward them for testing to an approved laboratory.
- g) To prevent overloading of floors of building and to take appropriate steps for support.
- h) To intimate the contractor that he/she intends to measure up the work
- i) 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.
- j) 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:** The Site engineer shall ensure that:

- a) Proper arrangements are made at all times to keep all the relevant records under lock and key by him.

- 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 under his supervision (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:** The Site engineer shall ensure that:

- a) Site Office working hours shall normally be fixed as may be prevailing in the locality and in accordance with the applicable laws.
- b) Normally no construction work of important structural nature if any 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. Such relevant agreements shall be properly maintained by the Site Engineer.
- b) Any 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, specialist's agencies working at site in addition to the main building contractor and the Bank.
- 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 Consultant Architect and approved by the Bank's Competent Authority.
- d) In order to co-ordinate and synchronize 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 the applicable labour laws and relevant rules and Regulations framed thereunder, including but not limited to the following:
  - i) The Payment of Wages Act;
  - ii) Bank's Liability Act;
  - iii) Workmen's Compensation Act;
  - iv) Contract Labour (Regulation & Abolition) Act 1970 and Central Rules 1971;
  - v) Apprentices Act 1961; and
  - 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. BANK'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) Contractor holds a license under the Act from the Local Labour Commissioner for the appointment of Contract Labour.
- b) Required notice boards, registers and records as provided in Section 29 of the above Act are maintained by the contractor
- c) Payments of proper wages as per the rule are effected within the prescribed time limit by the contractor.
- d) Prescribed facilities and amenities are provided by the contractor.
- e) Proper efforts are made by the contractor to set the 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 at all times. In case revalidation is required, the Site Engineer shall contact the Consultant Architect 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 Bank/Consultant 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.

Conduct of 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 an 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 Consultant Architect the Bank 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 of the Bank 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 Bank (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 Bank 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 of the bank immediately on the occurrence of such events or as and when they are 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 by the Site Engineer:
- 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) Handbook 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.

- 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 a 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 carry out more frequent inspections during the completion stage accompanied by the representatives of the contractors concerned 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 by the Site Engineer:
  - 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, tars, bells, air- conditioning, units, pumps, and the like).

- d. Surplus stores (like cement steel, electrical goods including fans, tube lights etc.) pending further instruction for disposal from higher authorities.
  - 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 Site Engineer on behalf of the Bank/ Consultant 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 of the Bank. 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 of the Bank to enable him to brief the Bank on the following points:
    - i. Fire Insurance for the furniture and fixtures to be arranged along with the amounts involved.
    - 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)

## 9. 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 Bank 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 a 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

**Part – B**

**10. COMMERCIAL BID ONLY**

<b>Sl. No</b>	<b>Description</b>	<b>%age of the actual cost or tendered cost whichever is less</b>
1	<p>Rendering professional services such as <b>comprehensive planning, designing, supervision, obtaining approval from local bodies</b>; 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.</p> <p>Further, the cost of items to be directly purchased by the Bank will not be included in the cost of the project for the purpose of calculating the professional fee.</p> <p>Rates to be inclusive of all taxes except GST which will be paid as applicable.</p>	

Letter Submitting Tender

To  
The Chief Manager  
West Bengal Gramin Bank  
GSAD, 3rd Floor  
BMC House, NH34 Chuanpur,  
Berhampore, Murshidabad  
Pin- 742101

**Sub: PROVIDING ARCHITECTURAL CONSULTANCY SERVICES (WITH SUPERVISION)  
FOR PLANNING, DESIGNING AND FURNISHING OF WEST BENGAL GRAMIN BANK'S  
HEAD OFFICE AT BANK'S BUILDING**

Sir,

1. I/We have visited the site 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 hereby express our interest and submit my/our bid for on prescribed formats for undertaking the work referred to in the aforesaid documents within the time stated. I/We agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
3. I/We have independently considered the amount of liquidated damages shown in the Appendix to form of tender hereto and agree that it represents a fair estimate of the loss likely to be suffered, by you in the event of the works not being completed in time.
4. I/We agree to abide by this tender for the period of 90 days from opening of Price Bid/Commercial Bid or extension there of as required by the Bank from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. I/We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.
6. I/We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the Contractor without assigning any reason or giving any explanation whatsoever.
7. We have submitted EMD and we accept that we shall be debarred from participating in tender process for a period of one year in the event our tender is accepted and we fail to execute the contract when called upon to do so and EMD will be forfeited.

8. 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.
9. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statement are true and correct.
10. I/We also authorize Bank to approach individuals, Banks, firms and corporation to verify our credentials, competence and general reputation.

Signature  
(In capacity of)  
(Name and Address of Consultant) The  
Bid on Behalf of

(authorized signatory of Consultant)  
Duly authorized to sign

-----

-----

Date:

**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).

<b>Amount in Lakh (Rs.)</b>	<b>2022-23</b>	<b>2023-2024</b>	<b>2024-2025</b>
<b>Gross Annual turnover on consultancy works.</b>			
<b>Profit/Loss.</b>			

2. Financial arrangements for carrying out the proposed work.

Signature of Bidders

Signature of Chartered Accountant with Seal

**FORM "B"**

**DETAILS OF ALL CONSULTANCY WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST THREE YEARS ENDING LAST DAY OF PREVIOUS MONTH OF SUBMISSION OF BID (As per Eligibility Criteria)**

<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>
1	Name of Work /project and location	
2	Owner or sponsoring organization	
3	Final Project Cost in Lacs of rupees	
4	Cost of consultancy work	
5	Date of commencement as per contract	
6	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.	
h	Scope of work as consultant	
i	Stipulated date of completion	
j	Actual date of completion	
k	Litigation/ arbitration cases pending/ in progress with details	
l	Name and address / telephone number of office to whom reference may be made for verification	
m	Remarks	

Signature of Bidder

Indicate gross amount claimed and amount awarded by the Arbitrator.

**Note:**

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

Signature of Bidder

**FORM "C"**

**PROJECTS UNDER EXECUTION OR AWARDED**

<b>S.N.</b>	<b>Description</b>	<b>Details</b>
1	Name of Work/project and location	
2	Owner or Sponsoring organization	
3	Final Project Cost	
4	Cost of consultancy work in Lacs of rupees	
5	Date of commencement as per contract	
6	Stipulated date of completion	
7	Up to Date percentage Progress of work	
8	Slow progress if any and reason thereof	
9	Name And address / telephone number of office to whom reference may be made	
10	Remarks	

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

**FORM 'D'**

**LIST OF PROJECTS DELAYED OR ABANDONED DURING LAST 5 YEARS**

Description	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	Reasons for delay/abounded Slow progress if any and reason thereof	Name And address / telephone number of office to whom reference may be	Remarks
S.N.	2	3	4	5	6	7	8	9

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)

**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. Final Project Cost
  
5. Cost of Consultancy Services
  
6. Scope of work of Consultant:
  
  
7. Date of start
  
  
8. Date of completion
  - (i) Stipulated date of completion
  - (ii) Actual date of completion
  
9. Amount of compensation levied for delayed completion, if any
  
10. Amount of reduced rate items, if any
  
  
11. Performance report
  - a. Quality of work Very Good/Good/Fair/Poor
  - b. Financial soundness Very Good/Good/Fair/Poor
  - c. Technical Proficiency Very Good/Good/Fair/Poor
  - d. Resourcefulness Very Good/Good/Fair/Poor
  - e. General Behavior Very Good/Good/Fair/Poor

Date:

Executive Engineer/ Chief Manager/  
Project In-charge or Equivalent

**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 (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 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 Officers with designation to be concerned with this work	
14	Designation of individuals authorized to act for the organization	

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)

**FORM 'G'**

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

S.N	Designation	Total Number	Number Available for this work	Name	Qualification	CoA Number(for Architects)/IEI etc. (For engineers)	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 /Structural Consultant								
3	Civil Engineers/Consultant								
4	Electrical Engineers/ Consultant & Mechanical Engineers/ Consultant								

Signature of Bidder(s)

**Form G-1**

**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 members 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 the 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 WEST BENGAL GRAMIN 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 West Bengal Gramin 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, WBGB 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.***

***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

**DECLARATION UNDER OFFICIAL SECRETS ACTS, 1923**

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 unauthorized 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 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](mailto:coa@ndf.vsnl.net.in)**

## **PUBLIC NOTICE**

In pursuance of an Order dated 21<sup>st</sup> 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 : 28<sup>th</sup> February, 2011**


**Registrar**

davp 21271/11/0001/1011

# Welcome to Council of Architecture

[Home](#) / Welcome to Council of Architecture

- > [About Us](#)
- > [E-Services](#)
- > [Forms Download](#)
- > [Grievance Redressal](#)

Last Updated On: 03/12/2015 

[Back](#)

The Council of Architecture (COA) has been constituted by the Government of India under the provisions of the Architects Act, 1972, enacted by the Parliament of India, which came into force on 1st September, 1972. The Act provides for registration of Architects, standards of education, recognized qualifications and standards of practice to be complied with by the practicing architects. The Council of Architecture is charged with the responsibility to regulate the education and practice of profession throughout India besides maintaining the register of architects. For this purpose, the Government of India has framed Rules and Council of Architecture has framed Regulations as provided for in the Architects Act, with the approval of Government of India.

Any person desirous of carrying on the profession of 'Architect' must have registered himself with Council of Architecture. For the purpose of registration, one must possess the requisite qualification as appended to the Architects Act, after having undergone the education in accordance with the Council of Architecture (Minimum Standards of Architectural Education) Regulations, 1983. The registration with Council of Architecture entitles a person to practice the profession of architecture, provided he holds a Certificate of Registration with up-to-date renewals. The registration also entitles a person to use the title and style of Architect. The title and style of architect can also be used by a firm of architects, of which all partners are registered with COA. Limited Companies, Private/Public Companies, societies and other juridical persons are not entitled to use the title and style of architect nor are they entitled to practice the profession of architecture. If any person falsely claims to be registered or misuses title and style of architect, such acts tantamount to committing of a criminal offence, which is punishable under section 38 or 37 (2) of the Architects Act, 1972.

The practice of profession of an architect is governed by the Architects (Professional Conduct) Regulations, 1989 (as amended in 2003), which deals with professional ethics and etiquette, conditions of engagement and scale of charges, architectural competition guidelines etc. Pursuant to these Regulations, the Council of Architecture has framed guidelines governing the various aspects of practice. An architect is required to observe professional conduct as stipulated in the Regulations of 1989 and any violation thereof shall constitute a professional misconduct, which will attract disciplinary action as stipulated under section 30 of the Architects Act, 1972.

There are about 423 institutions, which impart architectural education in India leading to recognized qualifications. The standards of education being imparted in these institutions (constituent colleges/departments of universities, deemed universities, affiliated colleges/schools, IITs, NITs and autonomous institutions) is governed by Council of Architecture (Minimum Standards of Architectural Education) Regulations, 1983, which set forth the requirement of eligibility for admission, course duration, standards of staff & accommodation, course content, examination etc. These standards as provided in the said Regulations are required to be maintained by the institutions. The COA oversees the maintenance of the standards periodically by way of conducting inspections through Committees of Experts. The COA is required to keep the Central Government informed of the standards being maintained by the institutions and is empowered to make recommendations to the Government of India with regard to recognition and de-recognition of a qualification.



## WEST BENGAL GRAMIN BANK

### INTEGRITY PACT

West Bengal Gramin Bank, constituted under the Regional Rural Banks Act, 1976 and having its Head Office at Berhampore, Murshidabad, PIN – 742101, West Bengal hereinafter referred to as “The Buyer”, which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereinafter referred to as “The Bidder/Contractor/Seller”, which expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

#### **Preamble:**

Whereas the buyer intends to procure (Name of the Stores/Equipment / item / Services), under laid down organizational procedures and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / item / Services and

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / LLP / registered export agency and is the original manufacturer / integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Regional Rural Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.: ) hereinafter referred to as “Tender / TENDER/RFQ” and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye-laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnessed as under:

The contract is to be entered into with a view to: -

Enabling the BUYER to procure the desired said stores/ equipment/ item/ Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

### **Section 1- Commitments of the Buyer**

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

a. No employee of the Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Buyer will, during the tender process treat all Bidder(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Buyer will exclude from the process all known prejudiced person.

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

### **Section 2- Commitments of the Bidder(s) / Contractor(s)**

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled

to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process

or during the execution of the contract.

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

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

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Buyers, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.

### **Section 4- Compensation for Damages**

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

(2). If the Buyer has terminated the contract according to Section 3, or the Buyer is entitled to

terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to

Performance Bank Guarantee.

### **Section 5- Previous transgression**

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

(2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in " Guidelines on Banning of business dealing".

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

(1) In case of sub-contracting, the Buyer contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

(2) The Buyer will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Buyer will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

### **Section 8- Independent External Monitor**

(1) The Buyer appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the

Bidders/Contractors as confidential. He/she reports to the Chairman, West Bengal Gramin Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction

to all project documentation of the Buyer including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, West Bengal Gramin Bank and recues himself/herself from that case.

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

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond

this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, West Bengal Gramin Bank within 8 to 10 weeks

from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, West Bengal Gramin Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

### **Section 09- Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.

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

**Section 10- Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is The “Place of award of work”.

(2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.

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

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

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

(6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.

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

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

<b>BUYER</b>	<b>BIDDER</b>
<b>Signature (with seal)</b>	<b>Signature (with seal)</b>
Name of the Officer:	Name of the Officer:
Designation:	Designation:
West Bengal Gramin Bank:	Bidder’s Company Name:
Witness	Witness
1.	1.
2.	2.

## **DISCLAIMER**

1. West Bengal Gramin Bank, GSAD Department, Head Office, has prepared this document to give background information on the project to the interested parties. While West Bengal Gramin Bank has taken due care in the preparation of the information contained herein and believe it to be accurate, neither West Bengal Gramin Bank, nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.
2. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by WBGB in submitting the quotation. The information is provided on the basis that it is non– binding on West Bengal Gramin Bank or any of its respective officers, employees, agents or advisors.
3. West Bengal Gramin Bank reserves the right not to proceed with the project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.