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यूको बैंक UCO BANK

(A Govt of India undertaking)

Zonal Office, Kolkata: 15/1 A Gariahat Road, Kolkata – 700019

Tender Notice No.- NIL **Date: 06/02/2017**

NOTICE INVITING OFFERS FROM CONSULTANTS

UCO Bank desires to undertake Renovation & Refurbishing of Bank's Building of **Flagship Corporate India Exchange Place branch at 2, India Exchange Place, Kolkata- 700001** of estimated value of Rs.100 lakh and for the purpose, it invites sealed offers from reputed consultants (empanelled with UCO Bank) for rendering professional service as Consultant.

Sealed Tenders duly signed and super scribed with **"Offer of professional fees towards Consultancy for Renovation of Bank's Building at 2, India Exchange Place, Kolkata -700001** in **TWO PART SYSTEM,**
PART – I (Pre-Qualification Documents) & PART-II (Bid Documents) to be submitted to **ZONAL HEAD , UCO BANK , ZONAL OFFICE, KOLKATA** in two separate envelopes.

We give below other terms & conditions:

Availability of Tender Document:

The Tender Document both **Part- I** (Pre- Qualification Documents) & **Part-II** (Bid Documents) should be downloaded from the Bank's Website **www.ucobank.com from 06/02/2017 to 15/02/2017.**

Date & Place of Submission of Tender:

up to 3:00 PM on 23/02/2017 at the Office of the Zonal Head at UCO Bank, Kolkata Zonal Office, **15/1A, Gariahat Road, Kolkata – 700019.**

Tender will be addressed to:

Zonal Head, Zonal Office, Kolkata

Pre-Bid Meeting:
At **3:00PM on 17/02/2017** at the Office of the Zonal Head, Zonal Office, Kolkata at 15/1A, Gariahat Road, Kolkata-700019.

Date & Place of opening of Tender:

At **4:00 PM on 28/02/2017** at the Office of the Zonal Head, Zonal Office, Kolkata at 15/1A, Gariahat Road, Kolkata-700019. (However, price bids will be opened at a later date upon vetting of Technical bids and date of opening will be informed to all eligible bidders well in advance.)

Miscellaneous terms:

Service tax	To be paid extra by the Bank as per applicable rat
Other taxes, if any	Rate should be inclusive of all taxes
Sale Proceeds of tender Documents	Tender documents will be sold to the contractors Bank and the sale proceeds of the same will be r by the Bank.
Scope of works	Duties/responsibilities enumerated in the **Annex** Please return the same with your signature as a t acceptance thereof.
Type of works	Building Construction work including Electrical wo conditioning work, Installation of Lifts, Fire Pro System, Rain Harvesting etc.
Cancellation of offer	The Tender should be based on the Conditions stipulated in t documents and that the tenderer should not stipulate conditions in deviation thereof, as apart from the likel vitiating the tender, such deviations will lead to non-unif tender. In case, any information as sought for is no the offer/tender will be treated as non-bonafide/in and hence will not be considered/may be rejected.
Agreement	Upon acceptance of offer, Consultant is requ execute an agreement as per **Annexure- II** on a paper of appropriate value.
Tender documents	The consultant is required to prepare three sets of documents of requisite numbers separately fo category of works besides bought out items, if requ

Mode of Submission of Tender:

1. In **First Sealed Cover** super scribed with **PART- I (Pre-Qualification Documents:** It will comprise of documents mentioned in page 3. Any condition stipulated in Part-I will not be accepted.

2. In **Second Sealed Cover** super scribed with **PART- II (Bid Documents):** It will comprise of price bid. Any condition stipulated in Part-II will not be accepted.

3. In **Third Sealed Cover** super scribed with Name of work, NIT No, Date & time of Submission & Opening, Name & Address of the Bidder will comprise of both First Sealed cover **(PART- I)** and Second Sealed Cover **(PART- II) and a Sealed Cover** with the **Earnest Money.**

Bank is not bound to accept the lowest offer and reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever and any cost or compensation thereof. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the offerers. The notification of opening award of contract will be made in writing to the successful tenderer by the UCO Bank.

Zonal Head & Deputy General Manager

Eligibility Criteria:

1. Applications should be submitted only in Bank's prescribed format **(Annexure – III).** Additional sheet of papers may be used for submitting the applications, wherever space in the format is found inadequate.
2. Firms applying for appointment of Consultant should have the persons with Graduate/post Graduate Degree in Architecture/Construction/Civil Engineering from India or abroad and /or possessing the membership of the Institution of Engineers/Indian Institute of Architects/Council of Architecture or any other professional institute.
3. Firms should have the adequate infrastructure / manpower for supervision of civil & sanitary / interior furnishing/Electrical/Air-conditioning/Fire alarm & detection system/LAN work.
4. Consultants should have at least three years experience in execution of similar work in Banks/Public Sectors/Reputed Private Sector Organization.
5. Consultants should have successfully executed at least two similar works up to 75% value of the project during last three years.
6. The applicants should have their office / establishment with adequate infrastructure at Kolkata
7. The Bank reserves the right to visit the establishment of applicants before finalization of empanelment.
8. The Bank reserves the right to accept or reject in part or full any or all applications/offers without assigning any reason and without any cost or compensation therefore.
9. Bank reserves the right to call for report from the existing clients of the applicant if required.
10. The applicants shall have to deposit a sum of **Rs 2000 (Rupees Two thousand only)** as Earnest Money in the form of **Bankers' Cheque/Demand Draft/Pay Order drawn** in favour of **"UCO Bank"** on any Scheduled Bank payable at Kolkata **without which no offer will be considered.** The Bankers' Cheque/Demand Draft/Pay Order should be submitted together with the offer in a separate envelope superscribed **"Earnest Money".** Only those offers submitted along with the Earnest Money shall be opened.
11. The amount of Earnest Money will be refunded or released to the unsuccessful offerer without **interest,** after the selection of the successful consultants and in the case of the successful consultants this amount will be refunded after 12 months of completion of the **Project,** without **interest.**

List of documents to be submitted in PART - I

a) The list of similar works executed in last three years in Banks/Public Sectors/Reputed Private Sector Organization along with completion certificate mentioning therein the details of work with value & date of completion (as per **annexure – IV**).

b) Copies of PAN card, Trade License, VAT registration certificate (if applicable), Service Tax registration certificate and any other registration certificates, as may be necessary, as per Rules of local Statutory Authorities.

c) Copies of certificates on Graduate/Post Graduate Degree in Architecture/Construction/Civil Engineering from India or abroad and /or the membership of the Council of Architecture/Institution of Engineers for consultancy/Indian Institute of Architects or any other professional institute.

d) Audited account and Balance Sheet for last three years should be submitted

e) Key personnel permanently employed (as per **annexure – V).**

f) Application form in **annexure – III**

g) Annexure – **I** & **II** duly signed as a token of acceptance

h) EMD of Rs 2000/- (Rs Two Thousand only) in form of DD/Pay Order favouring UCO Bank, payable at Kolkata.

i) Integrity pact in annexure – VI duly signed as a token of acceptance.

List of documents to be submitted in PART - II

- Basic Fee on tendered items is to be quoted in terms of percentage of accepted value of work
- Fee on bought out items to be quoted in percentage of cost of items (not exceeding 50% of basic fee).

Please note that for the escalated value over and above accepted value, 50% of the basic fee shall be payable, subject to a ceiling of 110% of the basic fee worked out on accepted tender value.

PART - I

Annexure - I

Details of Duties & Responsibilities of Consultant are furnished herein below:

For Consultants with supervision:

1. Taking the employer's instructions, visiting the sites, preparation of sketch designs which shall be in accordance with local governing codes / standards, regulations etc. (including carrying out necessary revisions till the sketch designs are finally approved by the employer), making approximate estimate of cost by cubic measurements, square meter or otherwise and preparing reports on the scheme so as to enable the employer to take a decision on the sketch designs.

2. Submitting a proper PERT chart / Bar chart incorporating all the activities required for the completion of the project well in time i.e. preparation of working drawings, calling tenders etc. The programme should also include various stages of services to be done by the consultants in co-ordination with the Consultant.

3. Submitting required drawings to the Municipality and other local authorities and obtaining their approval.

4. Preparation of Constructional working drawings, structural calculations and structural drawings, layout drawings for water supply and drainage, electrical installations, Elevators, HVAC, Fire Fighting, telephone installations etc., detailed estimates and all such other particulars as may be necessary for preparation of bill of quantities.

5. Preparing Pre-Qualification documents, if required, for each trade / work and finalization of pre-qualification panel trade wise.

6. Preparing detailed tender documents for various trades viz. general builders work and specialist services such as water supply and sanitary installations, electrical installations etc. complete with articles of agreement, special conditions of contract, specification, bill of quantities, including detailed analysis of rates based on market rates, time and progress charts etc.

7. Preparing tender notices for issue by Bank or inviting tenders from pre-qualified / short listed parties on behalf of Bank, as the case may be for all trades and submitting assessment reports thereon, together with recommendations specifying abnormally high and low rated items. Preparing contract documents for all trades and getting them executed by the concerned contractors.

   (Note: The assessment report shall be based on proper analysis of rates with constants from an approved Standard Hand Book and market rates of materials and labour for major items of work costing about 90% of the estimated cost of the work.
   All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not.
   When conditions are not susceptible of evaluation, the alternative procedure of calling all the tenderers negotiation and asking them to submit a final bid based on the terms and conditions acceptable to the Bank may be adopted.

8. Preparing for the use of the employer, the contractor and site staff, 4 copies of contract documents for all trades including all drawings, specifications and other particulars. Preparing such further details and drawings as are necessary for proper execution of the works.

9. Assuming full responsibility for supervision and proper execution of all works by general and specialist contractors who are engaged from time to time, including control over quantities during the execution to restrict variation, if any, to the minimum.

10. No deviations or substitutions should be authorized by the Consultant without working out the financial implication, if any, to the contractor and obtaining approval of the Bank. However, where time does not permit and where it is expedient, the Consultant may take decision on behalf of the Bank, the total cost of the item / deviation of which should not exceed Rs.10,000/-. This deviation shall be got subsequently ratified from the Bank duly justifying his action at the earliest.

11. Working out the theoretical requirement and actual consumption of cement and steel and any other material specified for each bill.

12. Assist the employer in appointing a full time / temporary Site Engineer for supervision of construction of a particular project and guiding the Site Engineer as required.

13. Checking measurements of works at site. Checking contractor's bills, issuing periodical certificates for payment, and passing and certifying accounts, so as to enable the employer to make payments to the contractors and adjustments of all accounts between the contractors and the employer. Consultants shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Consultant to check the measurements of various items to the extent of 100% of each item of work claimed, in each running bill. Certificate for payment to be furnished in the following pattern.

    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 the extent of 100 Per cent of each item claimed in this bill. Hence the bill is recommended for payment of Rs. ……. (Rs……..).

    ……
    (Signature of the Consultant)

    Date …….

    The Consultants shall endorse the above certification in the relevant Measurement Books also.

14. Submitting a detailed account of steel, cement and any other material that the employer may specify and certifying the quantities utilized in the works.

15. Obtaining final building completion certificate and securing permission of Municipality and such other authority for occupation of the building and assisting in obtaining refund of deposit, if any, made by the employer to the Municipality or any such other authority.

16. Appearing on behalf of the employer before the Municipal Assessor or such other authorities in connection with the settlement of the rateable value of the building and tendering advice in the matter to the employer.

17. On completion of the project, prepare "as made" completion drawings of Constructional, structural, water supply and drainage works, and electrical and other services along with a brief report on the project and relevant structural design calculations and submitting 4 copies of the same for the records of the employer. Further, the Consultant shall verify and confirm that identification marks are made on all service installations / cables / wiring etc. for easy identifications to carry out maintenance jobs.

18. The Consultants shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over for occupation to the employer.

19. The Consultant shall assist the Bank in all arbitration proceedings between the contractors and the Bank and also defend the Bank in such proceedings.

20. The Consultant shall furnish one complete set of structural designs, calculations and structural drawings for the Bank's record.

21. Any other services connected with the works shall usually and normally rendered by the Consultants, but, not referred to hereinabove.

22. The Consultant shall assist the Bank in matters relating to examination of different works by external agencies.

23. The Consultants shall be liable to render the assistance and services to the Bank pending dispute(s)/difference(s) between the Bank and the Consultants. The Consultants shall also be liable to render necessary assistance and services to the Bank upto a period of …… month even after termination of the Articles of Agreement.

24. Any information/particulars received by the Consultants in the matter from the Bank should be held in trust and treated as strictly confidential. Any disclosure of such information/particulars without written permission from the Bank will attract penal action against the Consultants. The Consultants are to undertake to maintain confidentiality of information/particulars received from the Bank.

25. The Consultants should execute an Indemnity Bond on the following proforma to indemnify the Bank if delay is caused in rendering their services for which Bank has to pay extra cost, damages or bear extra burden and also for their acts of omission and commission or misdeeds.

26. The Consultants should give a Performance Guarantee in the form of Bank Guarantee to the tune of Rs. …… issued by a Nationalized Bank (but not by UCO Bank) for due compliance of the terms and conditions of the Articles of Agreement.

27. Consultant should execute "Integrity Pact" on stamp paper of appropriate value as per annexure – VI

28. Consultant should post one Engineer at the site for day to day supervision and Site Engineer should be available at the site all the time. Expenditure on this account should be included in the fees to be quoted by the Consultant.

Annexure - II

Format of Articles of Agreement to be entered into with the Consultant

This Agreement made at …….. the …….. Day of ……. Two thousand … .. Between UCO Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970 as amended from time to time, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata – 700001, and one of its Zonal Offices amongst other places at ……(*Address of concerned Zonal Office*)…… (hereinafter referred to as **"the Employer"** which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors in office) of the **"ONE PART"** and …….. (Name and address of the Consultant) (hereinafter referred to as "the Consultants" which expression shall unless excluded by or repugnant to the context be deemed to mean and includes its heirs, administrators, executors, representatives and assignees of successors in office) of the **"OTHER PART".**

WHEREAS the Employer intends to construct a building at …… (hereinafter called "the Project") and WHEREAS the employer is desirous of appointing the Consultants for the purpose of designing & supervision the proposed building (give nature of works e.g. offices / flats etc.)

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

1. The employer agrees to pay the Consultants as remuneration for the professional services to be rendered by the Consultants in relation to the said project particularly for the services hereinafter mentioned, a fee calculated at …… % of the actual cost of work / accepted tender cost whichever is less. The said fee being hereinafter called "Basic Fee". In case there is an escalation in the actual project cost over the accepted tender cost, the payment to the Consultant 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 and above the accepted tender cost.

    Subject to a ceiling of 110% of the Basic Fee worked out on the accepted tender cost and stipulation given in para 1.1. below.

1.1 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 cost and not the accepted tender cost (without taking into account any escalation), will be considered as the cost on the basis of which basic fees will be worked out and the ceiling will also pertain to basic fees thus worked out.

2. The Consultants shall take the employer's instruction, prepare sketch designs, make approximate cost by cubic measurements or otherwise, prepare drawings sufficient for making applications for work licenses to Town Planning / Local authorities or for other approvals, prepare working drawings, prepare structural drawings if and as required, prepare specifications, prepare bills of quantities and detailed estimate with rate analysis, prepare tender documents, advise on preparation of a panel of contractors to be invited for tendering, assist in obtaining tenders, advise on tenders received, prepare contract documents, nominate and instruct Service Consultants (if any), co-ordinate activities of consultants, prepare such further details and particulars as are necessary for proper carrying out the works, advise employer on technical and financial implication on the deviation / amendments (if any) from the approved scheme and give general supervision, subject to stipulation of para below.

    a) Consultant will be engaged for supervision and his duties will include total supervision, measurement, quality control, variation management and complete project management as already defined in the "Duties, responsibilities and Functions of Consultants" as per annexure -I.
    b) When work is executed wholly or in part with old materials or where materials, labour or carriage is provided by the employer, the percentage shall be calculated as if the work had been executed wholly by the contractor supplying all labour and materials.
    c) No deduction will be made from the Consultant's fee on account of Liquidated Damages or such other sums withheld from the payments due to the contractor.

3. For travel outside the Headquarters, the Consultants shall be paid as follows:

a) For Partners, Associates, Senior Consultants and Consultants within the entitlement of Senior Management of the Bank.
b) For other staff, within the entitlement of Middle Management of the Bank.

4. Apart from such copies of drawings as are required for submission to the local authorities as provided in clause 2, the Consultants will supply additional copies of drawings free of cost, as follows;
    a) Two sets of all drawings for contractors.
    b) Two sets of all drawings for clerk of works / Site Engineer.
    c) One set of all drawings for consultants, if any.
    d) Two sets of all drawings and one set of completion drawings with all amendments incorporated, to the employer.
    e) The Consultant shall furnish a complete set of design calculation and drawings for the structural work and other items in the trade for record by the Bank, wherever the work involves structural addition and alternation as well.
    f) The Consultant shall furnish a completion plan of the building / Structures including all services on completion of the project as the case may be, along with a complete set of design calculations and structural drawings to form a permanent record for the Bank to be consulted in case of any future additions / alterations at a later stage.
    g) The cost of supplying copies of drawings over and above the sets mentioned above shall be reimbursed by the employer to the Consultants.

5. Consultant will do survey of land, where necessary and prepare a survey plan to a suitable scale, which shall give all relevant dimensions and show the boundary lines, contours at suitable intervals, existing buildings, trees, and other landmarks and Bank will not pay any additional fees for the same.
6. The employer shall pay to the Consultants their basic fee in the following manner :

    Total fee calculated ….. % of the cost of work, subject to the ceiling given in clause 1, Stages of payment will be as under.

    For Consultants with supervision responsibilities.
    a) On the approval of sketch design and preliminary estimate – **10% of Total Fee**
    b) On preparation of required drawings and particulars for structural work, services etc. and for applications to be made to Bank and Town Planning / Local Authorities for approval and processing the same and getting the same approved by the local Competent Authority within a reasonable period– **5% of Total Fee**
    c) On approval of detailed Constructional working drawings and structural/service drawings (sufficient for preparing detailed estimates of cost) – **20% of Total Fee**
    d) On approval of detailed estimates, preparation of tender documents, tender process and advising on tenders received – **15% of Total Fee**
    e) On award of job – **10% of Total Fee**
    f) 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 – **30% of Total Fee**
    g) Issuance of completion certificate and as built drawings – **5% of Total Fee**
    h) At the end of Defect Liability of period of contract – **5% of Total Fee**

Note :

i) The fees as stated hereinabove will also be applicable to engineering services work that may be assigned to the Consultant.
j) The fees as stated hereinabove will be adjusted on the basis of the latest available estimated cost or if tenders have been received then on the lowest bonafide tendered cost. For stage (e) progressive payment will be made on the basis of cost of works done.

k) The final installment of fees shall be adjusted on the basis of actual cost of works, subject to the stipulation and ceiling given in clause 1 herein above.

7. The Consultants shall give total supervision with complete execution responsibility, as mentioned in para 2(a) above. In all other cases he shall give such periodical supervision and inspection as may be necessary to ensure that the works are being executed, generally in accordance with the contract.
8. The consultant shall not make any material deviation, alternation, addition to or omission from the approved design without the knowledge and consent of the employer.
9. The employer may employ a local Consultant or Consulting Engineer if required who shall assist the principal Consultants in the following manner.

    a) Study drawings submitted by the Consultants at different stages and point out any discrepancy therein and suggest any amendments to suit site or local conditions or local building bye-laws.
    b) Submit drawings to Municipal authorities and obtain approval thereon.
    c) Co-ordinate all construction activities including supervision and measurement at site and keep the Consultants informed regarding progress of the work by submitting regular progress reports.

10. The Consultants shall have qualified and competent Structural Engineer, Electrical Engineer and shall engage Water Supply & Plumbing, and air-conditioning consultants to assist them in preparation of design and details for these services. The consultants will be appointed with the approval of the employer. The fees payable to these Consultants shall be borne by the Consultants out of the fees received by them. The Consultants shall be fully responsible for the design and soundness of the works of such consultants and shall also coordinate the activities of various consultants and local Consultant.

11. Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 90 days to the consultant without assigning any reason and without cost or compensation therefor.

12. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Consultant shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Consultant to take over the obligations of the erstwhile Consultant in relation to the execution/continued execution of the scope of the Contract.

13. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO BANK, the consultant herein shall be obliged to provide all such assistance to the next successor Consultant or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately continue with the construction work hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

14. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

15. Bank on its sole discretion, shall invoke the performance guarantee furnished for performance of contract in the event of breach of terms and conditions of the RFP by the Consultant, without prejudice to its rights and conditions available under the Law for the time being in force.

16. In case where the Consultants perform partial services for any reason, including abandonment, deferment, substitution or omission of any project and/or works, or part thereof, and if the services of the Consultants are terminated, the charges in respect of the services performed shall be as follows

    Payment will be made in accordance with clause 6 hereinabove written upto the stages that have been completed. For the incomplete stage, payment will be made on quantum – merit basis in which case assessment of fees will be made with due regard to all relevant factors.

17. In case of any dispute between the Consultant and other agency, the matter shall be referred to the employer whose decision shall be final and binding on all parties.

18. In case it is established that due to fault of Project Consultants the Bank has to pay any extra amount due to over-run of the project, over measurements – faulty description of tender item or other lapse on the part of Project Consultant, necessary recovery shall be effected from the Project Consultant's fees as per provision of section 73 of Indian Contract Act 1872 under section 30 of Consultant Act 1972 (central Act No. 20 of 1972), besides Bank's taking recourse to proceed against the consultant for recovery of the extra amount incurred by the bank. The consultant's liability may be however limited to 10% of the fees paid to him.

19. In case the project gets delayed owing to delay in services of the Project Consultant the quantum of liquidated damage shall be 1% (one percent) of the estimated amount of fee per week subject to maximum 10% (ten percent) of total fees.

20. In the event of any dispute, difference or question arising out of or touching or concerning this agreement or the execution of the project, the same shall be resolved through informal discussions between the Employer and the Consultant, failing which the matter shall be referred to arbitration for resolution of the dispute. In that event, the Employer shall appoint one Arbitrator of its choice and the Consultant shall appoint one Arbitrator of his/its choice and both the said Arbitrators shall appoint one Presiding Arbitrator (Umpire). The Arbitrator or Arbitrators or Umpire, as the case may be, will be Fellows of the Indian Institute of Consultants or Fellow of the Institute of Engineers (India). The said arbitration proceeding shall be under the provision of the Indian Arbitration Act, 1996 together with any statutory modifications thereof. The venue of the arbitration shall be …….. (The place where it would be held) or as may be fixed by the Umpire in his sole discretion. The award of the arbitrator(s) or umpire, as the case may be, shall be final and binding upon the parties.

21. No dispute or difference on any matter whatsoever, pertaining to this Agreement, can be raised by the Consultant after the completion of the project.

22. This agreement can be terminated by the Employer on giving 3 month's notice normally. However, in exigent circumstances, the services of the Consultant can be terminated by giving notice of lesser period.

23. The Consultants shall be liable to render the assistance and services to the Employer pending dispute(s)/difference(s) between the Employer and the Consultants. The Consultants shall also be liable to render necessary assistance and services to the Employer up to a period of …… months even after termination of the Articles of Agreement.

24. Any information/particulars received by the Consultants in the matter from the Employer should be held in trust and treated as strictly confidential. Any disclosure of such information/particulars without written permission from the Employer will attract penal action against the Consultants. The Consultants are to undertake to maintain confidentiality of information/particulars received from the Employer.

25. The Consultants should execute an Indemnity Bond on the as per annexure - VII to indemnify the Employer if delay is caused in rendering their services for which the Employer has to pay extra cost, damages or bear extra burden and also for their acts of omission and commission or misdeeds.

26. The Consultants should give a Performance Guarantee in the form of Bank Guarantee (as per specimen given in Annexure – 'X' below) to the tune of Rs. …… issued by a Nationalised Bank (but not by UCO Bank) for due compliance of the terms and conditions of the Articles of Agreement.

27. In case this agreement is terminated, as per item No.17 above, the Employer shall be entitled to invoke the Performance Guarantee without prejudice to its other rights and contentions.

28. The Consultants are to undertake to maintain confidentiality of information/particulars received from the Employer and not to disclose the same without written permission of the Employer.

29. The Consultants shall not be entitled to assign or otherwise transfer the works whether in whole or in part without the written permission of the Employer.

30. High Court, …… only shall have the jurisdiction to adjudicate the dispute, if any, in the matter interpretation of the clauses of this Articles of Agreement.

31. Consultant should post one Engineer at the site for day to day supervision and Site Engineer should be available at the site all the time. Expenditure on this account should be included in the fees to be quoted by the Consultant. Duties of Site Engineer is furnished below:

i) 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.
ii) To render a certificate to the Competent Authority to the effect that he has studied the contract documents, drawings and specifications.
iii) To approve the centre-line layout of building pegged out on site by the contractor and the benches for ground floor and other levels.
iv)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 ad to hand them over to the Competent Authority of the Bank for further action.
v) To approve the foundation strata when the appropriate depth of excavation is reached in consultation with the architects.
vi)To ensure that the quality of materials and workmanship laid down in the contract is maintained and the accuracy of dimensions shown on drawings is attained in the construction.
vii) 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.
viii) To arrange periodical reconciliation of cement and steel account and ensure that proper recoveries are effected from contractor's running account bills.
ix) To maintain the undernoted records at the site of work, in addition to normal routine requirements of an office:

a) Daily Progress Record
b) Work site order Book
c) Instruction by Bank's Officers.
d) Cement Statement (Receipt/consumption/Balance).
e) Steel Register / any other costly Material Register.
f) Concrete Pour Reports including Slump Test Record.
g) Concrete Cube Test Register.
h) Test Registers of other materials /fittings, fixtures, equipments as stipulated in the tender.
i) Register of Drawings and Working Details.
j) Log Book of Defects.
k) The Site Engineer should maintain a Hindrance Register giving details of commencement and removal of each hindrance.
l) Dismantled Materials Account Register.

m) Supply and consumption registers of scarce/costly materials like bitumen, lead, laminates, special paints etc.

n) Record of cement used/received: Day to day record of cement used/received shall be entered in the register and signed by the Site Engineer of the Bank as well as contractors' representative at site.

o) Record of reinforcement bars received at site : Necessary entry for reinforcement bars of each category shall be made in the register for steel and signed by the site engineer and the contractor daily.

x) To study the quality of approved coarse and fine aggregate and get the design of 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.

xi) To record measurements of completed work jointly with the contractor and to process them in running account bills.

xii) To receive running account bills from the contractor and to forward them after checking, to the Competent Authority with his comments and recommendations and accompanied by all supporting documents.

xiii) To submit to the Competent Authority the Progress Report fortnightly.

xiv) To watch that the concerned contract does not lapse for want of extension of time.

xv) To ensure that progress on every contract is in accordance with the appropriate stage of its Time and Progress Chart.

xvi) To prevent contractor from proceeding with any work on which the contractor has got intentions of raising claims of extra / deviated items, until the Competent Authority approves the work to continue.

xviii) To submit the final summary of costs for the project to the Competent Authority.

xix) To submit to the Competent Authority authentic information on and the undernoted records pertaining to the completed work in order to enable the Competent Authority to finalize them in the due course :

a) Record i.e. as completed drawings.

b) Record of Standard Measurements for periodical services.

c) Inventory of fittings and fixtures.

xx) To hand over to the Competent Authority a "first draft" of "A Note of Comprehensive Information to the User" , containing detailed instructions on how to use and maintain the completed building to the best advantage of the Bank.

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

Signed and delivered by UCO Bank by the hands of Shri ..... Its .....
And constituted attorney in the presence of .

1. 2.

Signed and delivered by the hands of Shri ..... Partner of .....
..... (Name of the Consultant) in the presence of

1. 2.

Annexure – III

Particulars of the form to be furnished by the Consultants

Trade.....

Financial Category.....

1. Name of Company / Firm:

2. Registered Address of the Company with Telephone No., FAX & E-mail ID:

3. Local Address of the company at -------- with Telephone No., FAX & E-mail ID:

4. Year of Establishment:

5. Status of the Company (whether Proprietory / private Ltd. / Public Limited/ Co-operative Society / Public Sector / Autonomous body / Govt. Department):

6. Name of the Proprietor / Directors / Partners / Controlling body:

   i)

   ii)

   iii)

7. Whether registered with the Registrar of Companies / Registrar of Firms / Registrar of Co-operative societies. If so, please mention the number of such registration and date:

8. a) Name and Address of Bankers:

   i)

   ii)

   iii)

9. Whether registered for VAT. If so, please mention the VAT registration number and furnish a copy of such registration certificate:

10. Whether registered for Service Tax. If so, please mention the Service Tax registration number and furnish a copy of such registration certificate:

11. Whether an assessee of Income Tax. If so, please mention the Permanent Account Number:

12. Furnish copies of audited Balance Sheet for last three years with Profit & Loss a/c

13. Whether empanelled with other PSU Banks / Govt. Deptts. / PSUs / Autonomous bodies. If so, please furnish the following particulars:

Name of the Organisation /Trade/Services/Date of Empanelment/Validity/Financial Institution

14. Furnish the names with contact no/address of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization

i)
ii)
iii)

The particulars furnished in the application are true to the best of my/our knowledge & belief. I/we understand that if any of the particulars is found incorrect, even at a later stage, my/our empanelment will be cancelled.

Date:

Signature of Applicant
(Seal)

Annexure – IV

Particulars in respect of work executed

Sr. No.	Name of work/Project with	Short description of work executed	Name & address of	Value of work	Stipulated time of completion	Actual time and date of

	address		owner	executed		completion

Annexure – V

Key personnel permanently employed

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

Annexure- VI

(Format of Indemnity Bond)

On Non-judicial Stamp Paper of Rs.50/-

INDEMNITY BOND

By THIS BOND, I, Shri/Smt…….., son/daughter/wife of Shri…….., residing at …….., by occupation ……, the Proprietor/Partner/Director of …….., having office at …….., am a Consultant and have submitted an offer in response to Tender Notice No. …… dated …… .

1. WHEREAS, UCO Bank had stipulated that every tenderer has to furnish an Indemnity Bond in favour of UCO Bank to indemnify the Bank against all losses, damages, incurring extra burden for completion of the Project, mentioned in the Articles of Agreement, for delay in rendering services and/or my/our acts of omission and commission or misdeeds with regard to the implementation of the Project.

2. NOW THIS BOND OF INDEMNITY WITNESSTH THAT the Tenderer/Consultant named hereinabove shall indemnify UCO Bank against all losses, damages, incurring extra burden in completion of the Project, etc. for delay in rendering services and/or my/our acts of omission and commission or misdeeds with regard to completion of the Project, as demanded by UCO Bank and which shall be legal and/or claimed by UCO Bank during the execution of the Project and after completion of the Project.

3. AND the Consultant hereunder agree to indemnify and at all times keep indemnified UCO Bank and its administrators and representatives against all possible claim or demand for all losses, damages and incurring extra burden for completion of the Project, etc. for delay in rendering services and/or acts of omission and commission or misdeeds on my/our part.

IN WITNESS WHEREOF, I, ……., the Proprietor/Partner/Director of …… hereto set and seal this the ……. Day of …….in the year 2015 at ……. .

……
(Signature of the Indemnifier)

Witnesses :

1. Signature :
   Name :
   Address :

2. Signature :
   Name :
   Address :

Annexure – 'VII'
[Format of Bank Guarantee (Performance Guarantee)]

On Non-judicial Stamp Paper of Rs.100/-

To

UCO Bank,
…….
…….
…….

BANK GUARANTEE NO. …… DATE ……
Name of Issuing Bank ……
Branch ……
Address ……..

In consideration of UCO Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, as amended from time to time, having its Head Office at No.10, BTM Sarani, Kolkata – 70000, having appointed Shri/Messrs ……..…… , a Proprietory/Partnership/Limited Company, having its Registered Office at ……... (hereinafter referred to as "the Consultant") for rendering professional services as Consultant for the purpose of designing and supervision of the proposed building …… (give nature of works viz. offices/flats, etc.) hereinafter referred to as the Project, for due fulfillment by the Consultant of all the terms and conditions contained in the Articles of Agreement dated ……. entered into between UCO Bank and the Consultant, on submission of a Bank Guarantee for Rs. ……. (Rupees …….only) , We, …….Bank …….. Branch , do on the advice of the Consultant, hereby undertake to indemnify and keep indemnified UCO Bank to the extent of the said sum of Rs. ……. (Rupees …….. only).

1. We, …… Bank, …… Branch, agree that if a written demand is made by UCO Bank through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ……. Bank, ……. Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to UCO Bank within a week from the date of such demand by an Account Payee Banker's Cheque drawn in favour of "UCO Bank", without any demur. Even if there be any dispute between the Consultant and UCO Bank, this would be no ground for us, …… Bank, …….. Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that if We, …… Bank, …….. Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for UCO Bank to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Consultant.

2. We, ……. Bank, …… Branch, further agree that a mere demand by UCO Bank at any time and in the manner aforesaid, is sufficient for us, …….Bank, ….…... Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the Consultant and no protest by the Consultant, made either directly or indirectly or through Court, can be valid ground for us, …… Bank, ……. Branch, to decline or fail or neglect to make payment to the Trustees in, the manner and within the time aforesaid.

3. We, ……. Bank, …….. Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said Articles of Agreement by the Consultant and that it shall continue to be enforceable till all the terms and conditions of the said Articles of Agreement have been fully complied with and/or satisfied/fulfilled and/or till UCO Bank certify that the terms and conditions of the said Articles of Agreement have been fully and properly observed/fulfilled by the Consultant and accordingly, UCO Bank have discharged the Bank Guarantee, subject, however, that this Bank Guarantee shall remain valid up to and inclusive of …….. day of …… 20…. and subject to the provision that UCO Bank shall have no right to

demand payment against the Bank Guarantee after the expiry of ……. calendar months from the expiry of the aforesaid validity period up to …… or any extension thereof made by us, …….. Bank, …… Branch, in further extending the said validity period of this Bank Guarantee on Non-judicial Stamp Paper of 100/-, only on a written request by UCO Bank to the Consultant for such extension of validity of this Bank Guarantee.

4. We, …… Bank, …….. Branch, further agree that without our consent and without affecting in any manner our obligations hereunder, UCO Bank shall have the fullest liberty to vary from time to time any of the terms and conditions of the said Articles of Agreement or to extend the time for full performance of the said Articles of Agreement including fulfilling all obligations under the said Articles of Agreement by the Consultant or to postpone for any time or from time to time any of the powers exercisable by UCO Bank against the Consultant and to forebear or enforce any of the terms and conditions relating to the said Articles of Agreement and We, ……. Bank, …….. Branch, shall not be relieved from our liability by reason of any such variation or extension being granted to the Consultant or for any forebearance, act or commission on the part of UCO Bank or any indulgence by UCO Bank to the Consultant or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, …….. Bank, …….. Branch.

5. We, …… Bank, …… Branch, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of UCO Bank in writing.

Signature	Signature
Name :	Name :
Designation :	Designation :
…… Bank	……. Bank
……. Branch	……. Branch

(OFFICIAL SEAL OF THE BANK)

Annexure - VIII

Integrity Pact

UCO Bank hereinafter referred to as “The Principal”.

And

……. Hereinafter referred to as "The Bidder/Contractor".

Preamble

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

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal.

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

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

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

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

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

Sections 2 – Commitments of the Bidder (s)/Contractor(s)

1.The bidder(s) /contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of 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 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) / contractors will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

Section 3: Disqualification from tender process and exclusion from future contracts

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

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contrct according to Section 3, or if the Principal is entitled to terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value o the amount equivalent to Performance Bank Gurantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 : Equal treatment of all Bidders/Contractors/subcontractors.

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

Section 7 : Criminal charges against violation Bidder(s)/Contractor(s)/Sub contractor(s).

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

Section 8 : Independent External Monitor/Monitors

1. The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, UCO Bank.
3. The Bidder(s)/Contractor (S) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The

same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit 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.
6. The Monitor will submit a written report to the Chairman & Managing Director, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should be occasion arise, submit proposals for correction problematic situations.
7. Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the UCO Bank.
8. If the Monitor has reported to the Chairman & Managing Director, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, UCO Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word “Monitor” would include both singular and plural.

Section 9 – Pact Duration.

This pact begins when both parties have legally signed it, if expires for the contractor 10 months after the last payment under the contract, and for all other Bidders & Months ---- the contrct has been awarded.

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

Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 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 intensions.

_____

(For & on behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal)
Place_____
Date_____
Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

(Office Seal)

_____
_____

_____
_____

PART – II

Price bid:

Fees on project cost in %	
Fees on	

bought out items in %	

- **Rate should be quoted in both words & figures**
- **Service Tax will be paid extra, as applicable, by the Bank**

Signature with seal of the Consultant

Date:

Eligibility Criteria:

1. Applications should be submitted only in Bank's prescribed format **(Annexure – III).** Additional sheet of papers may be used for submitting the applications, wherever space in the format is found inadequate.
2. Firms applying for appointment of Consultant should have the persons with Graduate/post Graduate Degree in Architecture/Construction/Civil Engineering from India or abroad and /or possessing the membership of the Institution of Engineers/Indian Institute of Architects/Council of Architecture or any other professional institute.
3. Firms should have the adequate infrastructure / manpower for supervision of civil & sanitary / interior furnishing/Electrical/Air-conditioning/Fire alarm & detection system/LAN work.
4. Consultants should have at least three years experience in execution of similar work in Banks/Public Sectors/Reputed Private Sector Organization.
5. Consultants should have successfully executed at least two similar works up to 75% value of the project during last three years.
6. The applicants should have their office / establishment with adequate infrastructure at Kolkata
7. The Bank reserves the right to visit the establishment of applicants before finalization of empanelment.
8. The Bank reserves the right to accept or reject in part or full any or all applications/offers without assigning any reason and without any cost or compensation therefore.
9. Bank reserves the right to call for report from the existing clients of the applicant if required.
10. The applicants shall have to deposit a sum of **Rs 2000 (Rupees Two thousand only)** as Earnest Money in the form of **Bankers' Cheque/Demand Draft/Pay Order drawn** in favour of **"UCO Bank"** on any Scheduled Bank payable at Kolkata **without which no offer will be considered.** The Bankers' Cheque/Demand Draft/Pay Order should be submitted together with the offer in a separate envelope superscribed **"Earnest Money".** Only those offers submitted along with the Earnest Money shall be opened.
11. The amount of Earnest Money will be refunded or released to the unsuccessful offerer without **interest,** after the selection of the successful consultants and in the case of the successful consultants this amount will be refunded after 12 months of completion of the **Project,** without **interest.**

List of documents to be submitted in PART - I

a) The list of similar works executed in last three years in Banks/Public Sectors/Reputed Private Sector Organization along with completion certificate mentioning therein the details of work with value & date of completion (as per **annexure – IV**).

b) Copies of PAN card, Trade License, VAT registration certificate (if applicable), Service Tax registration certificate and any other registration certificates, as may be necessary, as per Rules of local Statutory Authorities.

c) Copies of certificates on Graduate/Post Graduate Degree in Architecture/Construction/Civil Engineering from India or abroad and /or the membership of the Council of Architecture/Institution of Engineers for consultancy/Indian Institute of Architects or any other professional institute.

d) Audited account and Balance Sheet for last three years should be submitted

e) Key personnel permanently employed (as per **annexure – V).**

f) Application form in **annexure – III**

g) Annexure – **I** & **II** duly signed as a token of acceptance

h) EMD of Rs 2000/- (Rs Two Thousand only) in form of DD/Pay Order favouring UCO Bank, payable at Kolkata.

i) Integrity pact in annexure – VI duly signed as a token of acceptance.

List of documents to be submitted in PART - II

- Basic Fee on tendered items is to be quoted in terms of percentage of accepted value of work
- Fee on bought out items to be quoted in percentage of cost of items (not exceeding 50% of basic fee).

Please note that for the escalated value over and above accepted value, 50% of the basic fee shall be payable, subject to a ceiling of 110% of the basic fee worked out on accepted tender value.

PART - I

Annexure - I

Details of Duties & Responsibilities of Consultant are furnished herein below:

For Consultants with supervision:

1. Taking the employer's instructions, visiting the sites, preparation of sketch designs which shall be in accordance with local governing codes / standards, regulations etc. (including carrying out necessary revisions till the sketch designs are finally approved by the employer), making approximate estimate of cost by cubic measurements, square meter or otherwise and preparing reports on the scheme so as to enable the employer to take a decision on the sketch designs.

2. Submitting a proper PERT chart / Bar chart incorporating all the activities required for the completion of the project well in time i.e. preparation of working drawings, calling tenders etc. The programme should also include various stages of services to be done by the consultants in co-ordination with the Consultant.

3. Submitting required drawings to the Municipality and other local authorities and obtaining their approval.

4. Preparation of Constructional working drawings, structural calculations and structural drawings, layout drawings for water supply and drainage, electrical installations, Elevators, HVAC, Fire Fighting, telephone installations etc., detailed estimates and all such other particulars as may be necessary for preparation of bill of quantities.

5. Preparing Pre-Qualification documents, if required, for each trade / work and finalization of pre-qualification panel trade wise.

6. Preparing detailed tender documents for various trades viz. general builders work and specialist services such as water supply and sanitary installations, electrical installations etc. complete with articles of agreement, special conditions of contract, specification, bill of quantities, including detailed analysis of rates based on market rates, time and progress charts etc.

7. Preparing tender notices for issue by Bank or inviting tenders from pre-qualified / short listed parties on behalf of Bank, as the case may be for all trades and submitting assessment reports thereon, together with recommendations specifying abnormally high and low rated items. Preparing contract documents for all trades and getting them executed by the concerned contractors.

   (Note: The assessment report shall be based on proper analysis of rates with constants from an approved Standard Hand Book and market rates of materials and labour for major items of work costing about 90% of the estimated cost of the work.
   All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not.

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

8. Preparing for the use of the employer, the contractor and site staff, 4 copies of contract documents for all trades including all drawings, specifications and other particulars. Preparing such further details and drawings as are necessary for proper execution of the works.

9. Assuming full responsibility for supervision and proper execution of all works by general and specialist contractors who are engaged from time to time, including control over quantities during the execution to restrict variation, if any, to the minimum.

10. No deviations or substitutions should be authorized by the Consultant without working out the financial implication, if any, to the contractor and obtaining approval of the Bank. However, where time does not permit and where it is expedient, the Consultant may take decision on behalf of the Bank, the total cost of the item / deviation of which should not exceed Rs.10,000/-. This deviation shall be got subsequently ratified from the Bank duly justifying his action at the earliest.

11. Working out the theoretical requirement and actual consumption of cement and steel and any other material specified for each bill.

12. Assist the employer in appointing a full time / temporary Site Engineer for supervision of construction of a particular project and guiding the Site Engineer as required.

13. Checking measurements of works at site. Checking contractor's bills, issuing periodical certificates for payment, and passing and certifying accounts, so as to enable the employer to make payments to the contractors and adjustments of all accounts between the contractors and the employer. Consultants shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Consultant to check the measurements of various items to the extent of 100% of each item of work claimed, in each running bill. Certificate for payment to be furnished in the following pattern.

    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 the extent of 100 Per cent of each item claimed in this bill. Hence the bill is recommended for payment of Rs. ……. (Rs……..).

    …….
    (Signature of the Consultant)

    Date …….

    The Consultants shall endorse the above certification in the relevant Measurement Books also.

14. Submitting a detailed account of steel, cement and any other material that the employer may specify and certifying the quantities utilized in the works.

15. Obtaining final building completion certificate and securing permission of Municipality and such other authority for occupation of the building and assisting in obtaining refund of deposit, if any, made by the employer to the Municipality or any such other authority.

16. Appearing on behalf of the employer before the Municipal Assessor or such other authorities in connection with the settlement of the rateable value of the building and tendering advice in the matter to the employer.

17. On completion of the project, prepare "as made" completion drawings of Constructional, structural, water supply and drainage works, and electrical and other services along with a brief report on the project and relevant structural design calculations and submitting 4 copies of the same for the records of the employer. Further, the Consultant shall verify and confirm that identification marks are made on all service installations / cables / wiring etc. for easy identifications to carry out maintenance jobs.

18. The Consultants shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over for occupation to the employer.

19. The Consultant shall assist the Bank in all arbitration proceedings between the contractors and the Bank and also defend the Bank in such proceedings.

20. The Consultant shall furnish one complete set of structural designs, calculations and structural drawings for the Bank's record.

21. Any other services connected with the works shall usually and normally rendered by the Consultants, but, not referred to hereinabove.

22. The Consultant shall assist the Bank in matters relating to examination of different works by external agencies.

23. The Consultants shall be liable to render the assistance and services to the Bank pending dispute(s)/difference(s) between the Bank and the Consultants. The Consultants shall also be liable to render necessary assistance and services to the Bank upto a period of …… month even after termination of the Articles of Agreement.

24. Any information/particulars received by the Consultants in the matter from the Bank should be held in trust and treated as strictly confidential. Any disclosure of such information/particulars without written permission from the Bank will attract penal action against the Consultants. The Consultants are to undertake to maintain confidentiality of information/particulars received from the Bank.

25. The Consultants should execute an Indemnity Bond on the following proforma to indemnify the Bank if delay is caused in rendering their services for which Bank has to pay extra cost, damages or bear extra burden and also for their acts of omission and commission or misdeeds.

26. The Consultants should give a Performance Guarantee in the form of Bank Guarantee to the tune of Rs. …… issued by a Nationalized Bank (but not by UCO Bank) for due compliance of the terms and conditions of the Articles of Agreement.

27. Consultant should execute "Integrity Pact" on stamp paper of appropriate value as per annexure – VI

28. Consultant should post one Engineer at the site for day to day supervision and Site Engineer should be available at the site all the time. Expenditure on this account should be included in the fees to be quoted by the Consultant.

Annexure - II

Format of Articles of Agreement to be entered into with the Consultant

This Agreement made at …….. the …….. Day of ……. Two thousand … .. Between UCO Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970 as amended from time to time, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata – 700001, and one of its Zonal Offices amongst other places at ……(*Address of concerned Zonal Office*)…… (hereinafter referred to as **"the Employer"** which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors in office) of the **"ONE PART"** and …….. (Name and address of the Consultant) (hereinafter referred to as "the Consultants" which expression shall unless excluded by or repugnant to the context be deemed to mean and includes its heirs, administrators, executors, representatives and assignees of successors in office) of the **"OTHER PART".**

WHEREAS the Employer intends to construct a building at …… (hereinafter called "the Project") and WHEREAS the employer is desirous of appointing the Consultants for the purpose of designing & supervision the proposed building (give nature of works e.g. offices / flats etc.)

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

1. The employer agrees to pay the Consultants as remuneration for the professional services to be rendered by the Consultants in relation to the said project particularly for the services hereinafter mentioned, a fee calculated at …… % of the actual cost of work / accepted tender cost whichever is less. The said fee being hereinafter called "Basic Fee". In case there is an escalation in the actual project cost over the accepted tender cost, the payment to the Consultant 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 and above the accepted tender cost.

    Subject to a ceiling of 110% of the Basic Fee worked out on the accepted tender cost and stipulation given in para 1.1. below.

1.1 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 cost and not the accepted tender cost (without taking into account any escalation), will be considered as the cost on the basis of which basic fees will be worked out and the ceiling will also pertain to basic fees thus worked out.

2. The Consultants shall take the employer's instruction, prepare sketch designs, make approximate cost by cubic measurements or otherwise, prepare drawings sufficient for making applications for work licenses to Town Planning / Local authorities or for other approvals, prepare working drawings, prepare structural drawings if and as required, prepare specifications, prepare bills of quantities and detailed estimate with rate analysis, prepare tender documents, advise on preparation of a panel of contractors to be invited for tendering, assist in obtaining tenders, advise on tenders received, prepare contract documents, nominate and instruct Service Consultants (if any), co-ordinate activities of consultants, prepare such further details and particulars as are necessary for proper carrying out the works, advise employer on technical and financial implication on the deviation / amendments (if any) from the approved scheme and give general supervision, subject to stipulation of para below.

    a) Consultant will be engaged for supervision and his duties will include total supervision, measurement, quality control, variation management and complete project management as already defined in the "Duties, responsibilities and Functions of Consultants" as per annexure -I.
    b) When work is executed wholly or in part with old materials or where materials, labour or carriage is provided by the employer, the percentage shall be calculated as if the work had been executed wholly by the contractor supplying all labour and materials.
    c) No deduction will be made from the Consultant's fee on account of Liquidated Damages or such other sums withheld from the payments due to the contractor.

3. For travel outside the Headquarters, the Consultants shall be paid as follows:

a) For Partners, Associates, Senior Consultants and Consultants within the entitlement of Senior Management of the Bank.
b) For other staff, within the entitlement of Middle Management of the Bank.

4. Apart from such copies of drawings as are required for submission to the local authorities as provided in clause 2, the Consultants will supply additional copies of drawings free of cost, as follows;
    a) Two sets of all drawings for contractors.
    b) Two sets of all drawings for clerk of works / Site Engineer.
    c) One set of all drawings for consultants, if any.
    d) Two sets of all drawings and one set of completion drawings with all amendments incorporated, to the employer.
    e) The Consultant shall furnish a complete set of design calculation and drawings for the structural work and other items in the trade for record by the Bank, wherever the work involves structural addition and alternation as well.
    f) The Consultant shall furnish a completion plan of the building / Structures including all services on completion of the project as the case may be, along with a complete set of design calculations and structural drawings to form a permanent record for the Bank to be consulted in case of any future additions / alterations at a later stage.
    g) The cost of supplying copies of drawings over and above the sets mentioned above shall be reimbursed by the employer to the Consultants.

5. Consultant will do survey of land, where necessary and prepare a survey plan to a suitable scale, which shall give all relevant dimensions and show the boundary lines, contours at suitable intervals, existing buildings, trees, and other landmarks and Bank will not pay any additional fees for the same.
6. The employer shall pay to the Consultants their basic fee in the following manner :

    Total fee calculated ….. % of the cost of work, subject to the ceiling given in clause 1, Stages of payment will be as under.

    For Consultants with supervision responsibilities.
    a) On the approval of sketch design and preliminary estimate – **10% of Total Fee**
    b) On preparation of required drawings and particulars for structural work, services etc. and for applications to be made to Bank and Town Planning / Local Authorities for approval and processing the same and getting the same approved by the local Competent Authority within a reasonable period– **5% of Total Fee**
    c) On approval of detailed Constructional working drawings and structural/service drawings (sufficient for preparing detailed estimates of cost) – **20% of Total Fee**
    d) On approval of detailed estimates, preparation of tender documents, tender process and advising on tenders received – **15% of Total Fee**
    e) On award of job – **10% of Total Fee**
    f) 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 – **30% of Total Fee**
    g) Issuance of completion certificate and as built drawings – **5% of Total Fee**
    h) At the end of Defect Liability of period of contract – **5% of Total Fee**

Note :

i) The fees as stated hereinabove will also be applicable to engineering services work that may be assigned to the Consultant.
j) The fees as stated hereinabove will be adjusted on the basis of the latest available estimated cost or if tenders have been received then on the lowest bonafide tendered cost. For stage (e) progressive payment will be made on the basis of cost of works done.
k) The final installment of fees shall be adjusted on the basis of actual cost of works, subject to the stipulation and ceiling given in clause 1 herein above.

7. The Consultants shall give total supervision with complete execution responsibility, as mentioned in para 2(a) above. In all other cases he shall give such periodical supervision and inspection as may be necessary to ensure that the works are being executed, generally in accordance with the contract.
8. The consultant shall not make any material deviation, alternation, addition to or omission from the approved design without the knowledge and consent of the employer.
9. The employer may employ a local Consultant or Consulting Engineer if required who shall assist the principal Consultants in the following manner.

    a) Study drawings submitted by the Consultants at different stages and point out any discrepancy therein and suggest any amendments to suit site or local conditions or local building bye-laws.
    b) Submit drawings to Municipal authorities and obtain approval thereon.
    c) Co-ordinate all construction activities including supervision and measurement at site and keep the Consultants informed regarding progress of the work by submitting regular progress reports.

10. The Consultants shall have qualified and competent Structural Engineer, Electrical Engineer and shall engage Water Supply & Plumbing, and air-conditioning consultants to assist them in preparation of design and details for these services. The consultants will be appointed with the approval of the employer. The fees payable to these Consultants shall be borne by the Consultants out of the fees received by them. The Consultants shall be fully responsible for the design and soundness of the works of such consultants and shall also coordinate the activities of various consultants and local Consultant.

11. Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 90 days to the consultant without assigning any reason and without cost or compensation therefor.

12. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Consultant shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Consultant to take over the obligations of the erstwhile Consultant in relation to the execution/continued execution of the scope of the Contract.

13. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO BANK, the consultant herein shall be obliged to provide all such assistance to the next successor Consultant or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately continue with the construction work hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

14. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

15. Bank on its sole discretion, shall invoke the performance guarantee furnished for performance of contract in the event of breach of terms and conditions of the RFP by the Consultant, without prejudice to its rights and conditions available under the Law for the time being in force.

16. In case where the Consultants perform partial services for any reason, including abandonment, deferment, substitution or omission of any project and/or works, or part thereof, and if the services of the Consultants are terminated, the charges in respect of the services performed shall be as follows

Payment will be made in accordance with clause 6 hereinabove written upto the stages that have been completed. For the incomplete stage, payment will be made on quantum – merit basis in which case assessment of fees will be made with due regard to all relevant factors.

17. In case of any dispute between the Consultant and other agency, the matter shall be referred to the employer whose decision shall be final and binding on all parties.

18. In case it is established that due to fault of Project Consultants the Bank has to pay any extra amount due to over-run of the project, over measurements – faulty description of tender item or other lapse on the part of Project Consultant, necessary recovery shall be effected from the Project Consultant's fees as per provision of section 73 of Indian Contract Act 1872 under section 30 of Consultant Act 1972 (central Act No. 20 of 1972), besides Bank's taking recourse to proceed against the consultant for recovery of the extra amount incurred by the bank. The consultant's liability may be however limited to 10% of the fees paid to him.

19. In case the project gets delayed owing to delay in services of the Project Consultant the quantum of liquidated damage shall be 1% (one percent) of the estimated amount of fee per week subject to maximum 10% (ten percent) of total fees.

20. In the event of any dispute, difference or question arising out of or touching or concerning this agreement or the execution of the project, the same shall be resolved through informal discussions between the Employer and the Consultant, failing which the matter shall be referred to arbitration for resolution of the dispute. In that event, the Employer shall appoint one Arbitrator of its choice and the Consultant shall appoint one Arbitrator of his/its choice and both the said Arbitrators shall appoint one Presiding Arbitrator (Umpire). The Arbitrator or Arbitrators or Umpire, as the case may be, will be Fellows of the Indian Institute of Consultants or Fellow of the Institute of Engineers (India). The said arbitration proceeding shall be under the provision of the Indian Arbitration Act, 1996 together with any statutory modifications thereof. The venue of the arbitration shall be …….. (The place where it would be held) or as may be fixed by the Umpire in his sole discretion. The award of the arbitrator(s) or umpire, as the case may be, shall be final and binding upon the parties.

21. No dispute or difference on any matter whatsoever, pertaining to this Agreement, can be raised by the Consultant after the completion of the project.

22. This agreement can be terminated by the Employer on giving 3 month's notice normally. However, in exigent circumstances, the services of the Consultant can be terminated by giving notice of lesser period.

23. The Consultants shall be liable to render the assistance and services to the Employer pending dispute(s)/difference(s) between the Employer and the Consultants. The Consultants shall also be liable to render necessary assistance and services to the Employer up to a period of …… months even after termination of the Articles of Agreement.

24. Any information/particulars received by the Consultants in the matter from the Employer should be held in trust and treated as strictly confidential. Any disclosure of such information/particulars without written permission from the Employer will attract penal action against the Consultants. The Consultants are to undertake to maintain confidentiality of information/particulars received from the Employer.

25. The Consultants should execute an Indemnity Bond on the as per annexure - VII to indemnify the Employer if delay is caused in rendering their services for which the Employer has to pay extra cost, damages or bear extra burden and also for their acts of omission and commission or misdeeds.

26. The Consultants should give a Performance Guarantee in the form of Bank Guarantee (as per specimen given in Annexure – 'X' below) to the tune of Rs. …… issued by a Nationalised Bank (but not by UCO Bank) for due compliance of the terms and conditions of the Articles of Agreement.

27. In case this agreement is terminated, as per item No.17 above, the Employer shall be entitled to invoke the Performance Guarantee without prejudice to its other rights and contentions.

28. The Consultants are to undertake to maintain confidentiality of information/particulars received from the Employer and not to disclose the same without written permission of the Employer.

29. The Consultants shall not be entitled to assign or otherwise transfer the works whether in whole or in part without the written permission of the Employer.

30. High Court, …… only shall have the jurisdiction to adjudicate the dispute, if any, in the matter interpretation of the clauses of this Articles of Agreement.

31. Consultant should post one Engineer at the site for day to day supervision and Site Engineer should be available at the site all the time. Expenditure on this account should be included in the fees to be quoted by the Consultant. Duties of Site Engineer is furnished below:

i) 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.
ii) To render a certificate to the Competent Authority to the effect that he has studied the contract documents, drawings and specifications.
iii) To approve the centre-line layout of building pegged out on site by the contractor and the benches for ground floor and other levels.
iv)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 ad to hand them over to the Competent Authority of the Bank for further action.
v) To approve the foundation strata when the appropriate depth of excavation is reached in consultation with the architects.
vi)To ensure that the quality of materials and workmanship laid down in the contract is maintained and the accuracy of dimensions shown on drawings is attained in the construction.
vii) 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.
viii) To arrange periodical reconciliation of cement and steel account and ensure that proper recoveries are effected from contractor's running account bills.
ix) To maintain the undernoted records at the site of work, in addition to normal routine requirements of an office:

a) Daily Progress Record
b) Work site order Book
c) Instruction by Bank's Officers.
d) Cement Statement (Receipt/consumption/Balance).
e) Steel Register / any other costly Material Register.
f) Concrete Pour Reports including Slump Test Record.
g) Concrete Cube Test Register.
h) Test Registers of other materials /fittings, fixtures, equipments as stipulated in the tender.
i) Register of Drawings and Working Details.
j) Log Book of Defects.
k) The Site Engineer should maintain a Hindrance Register giving details of commencement and removal of each hindrance.
l) Dismantled Materials Account Register.
m) Supply and consumption registers of scarce/costly materials like bitumen, lead, laminates, special paints etc.
n) Record of cement used/received: Day to day record of cement used/received shall be entered in the register and signed by the Site Engineer of the Bank as well as contractors' representative at site.

o) Record of reinforcement bars received at site : Necessary entry for reinforcement bars of each category shall be made in the register for steel and signed by the site engineer and the contractor daily.

x) To study the quality of approved coarse and fine aggregate and get the design of 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.

xi) To record measurements of completed work jointly with the contractor and to process them in running account bills.

xii) To receive running account bills from the contractor and to forward them after checking, to the Competent Authority with his comments and recommendations and accompanied by all supporting documents.

xiii) To submit to the Competent Authority the Progress Report fortnightly.

xiv) To watch that the concerned contract does not lapse for want of extension of time.

xv) To ensure that progress on every contract is in accordance with the appropriate stage of its Time and Progress Chart.

xvi) To prevent contractor from proceeding with any work on which the contractor has got intentions of raising claims of extra / deviated items, until the Competent Authority approves the work to continue.

xviii) To submit the final summary of costs for the project to the Competent Authority.

xix) To submit to the Competent Authority authentic information on and the undernoted records pertaining to the completed work in order to enable the Competent Authority to finalize them in the due course :

a) Record i.e. as completed drawings.

b) Record of Standard Measurements for periodical services.

c) Inventory of fittings and fixtures.

xx) To hand over to the Competent Authority a "first draft" of "A Note of Comprehensive Information to the User" , containing detailed instructions on how to use and maintain the completed building to the best advantage of the Bank.

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

Signed and delivered by UCO Bank by the hands of Shri …… Its ……
And constituted attorney in the presence of .

1. 2.

Signed and delivered by the hands of Shri …… Partner of ……
…… (Name of the Consultant) in the presence of

1. 2.

Annexure – III

Particulars of the form to be furnished by the Consultants

Trade.....

Financial Category.....

1. Name of Company / Firm:

2. Registered Address of the Company with

Telephone No., FAX & E-mail ID:

3. Local Address of the company at -------- with
   Telephone No., FAX & E-mail ID:

4. Year of Establishment:

5. Status of the Company (whether
   Proprietory / private Ltd. / Public Limited/
   Co-operative Society / Public Sector /
   Autonomous body / Govt. Department):

6. Name of the Proprietor / Directors /
   Partners / Controlling body:

   i)

   ii)

   iii)

7. Whether registered with the Registrar
   of Companies / Registrar of Firms / Registrar
   of Co-operative societies. If so, please mention
   the number of such registration and date:

8. a) Name and Address of Bankers:

   i)

   ii)

   iii)

9. Whether registered for VAT. If so,
   please mention the VAT registration
   number and furnish a copy of such
   registration certificate:

10. Whether registered for Service Tax.
    If so, please mention the Service Tax
    registration number and furnish a copy of such
    registration certificate:

11. Whether an assessee of Income Tax.
    If so, please mention the Permanent
    Account Number:

12. Furnish copies of audited Balance Sheet
    for last three years with Profit & Loss a/c

13. Whether empanelled with other PSU Banks /
    Govt. Deptts. / PSUs / Autonomous bodies. If so,
    please furnish the following particulars:

    Name of the Organisation /Trade/Services/Date of Empanelment/Validity/Financial Institution

14. Furnish the names with contact no/address of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization

i)
ii)
iii)

The particulars furnished in the application are true to the best of my/our knowledge & belief. I/we understand that if any of the particulars is found incorrect, even at a later stage, my/our empanelment will be cancelled.

Date:

Signature of Applicant
(Seal)

Annexure – IV

Particulars in respect of work executed

Sr. No.	Name of work/Project with address	Short description of work executed	Name & address of owner	Value of work executed	Stipulated time of completion	Actual time and date of completion

Annexure – V

Key personnel permanently employed

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

Annexure- VI

(Format of Indemnity Bond)

On Non-judicial Stamp Paper of Rs.50/-

INDEMNITY BOND

By THIS BOND, I, Shri/Smt……., son/daughter/wife of Shri……., residing at ……., by occupation ……, the Proprietor/Partner/Director of ……., having office at ……., am a Consultant and have submitted an offer in response to Tender Notice No. …… dated …… .

1. WHEREAS, UCO Bank had stipulated that every tenderer has to furnish an Indemnity Bond in favour of UCO Bank to indemnify the Bank against all losses, damages, incurring extra burden for completion of the Project, mentioned in the Articles of Agreement, for delay in rendering services and/or my/our acts of omission and commission or misdeeds with regard to the implementation of the Project.

2. NOW THIS BOND OF INDEMNITY WITNESSTH THAT the Tenderer/Consultant named hereinabove shall indemnify UCO Bank against all losses, damages, incurring extra burden in completion of the Project, etc. for delay in rendering services and/or my/our acts of omission and commission or

misdeeds with regard to completion of the Project, as demanded by UCO Bank and which shall be legal and/or claimed by UCO Bank during the execution of the Project and after completion of the Project.

3. AND the Consultant hereunder agree to indemnify and at all times keep indemnified UCO Bank and its administrators and representatives against all possible claim or demand for all losses, damages and incurring extra burden for completion of the Project, etc. for delay in rendering services and/or acts of omission and commission or misdeeds on my/our part.

IN WITNESS WHEREOF, I, ……., the Proprietor/Partner/Director of …… hereto set and seal this the ……. Day of …….in the year 2015 at ……. .

……
(Signature of the Indemnifier)

Witnesses :

1. Signature :
   Name :
   Address :

2. Signature :
   Name :
   Address :

Annexure – 'VII'
[Format of Bank Guarantee (Performance Guarantee)]

On Non-judicial Stamp Paper of Rs.100/-

To
UCO Bank,
…….
…….
…….

BANK GUARANTEE NO. …… DATE ……
Name of Issuing Bank ……
Branch ……
Address ……..

In consideration of UCO Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, as amended from time to time, having its Head Office at No.10, BTM Sarani, Kolkata – 70000, having appointed Shri/Messrs ……..…… ,
a Proprietory/Partnership/Limited Company, having its Registered Office at ……... (hereinafter referred to as "the Consultant") for rendering professional services as Consultant for the purpose of designing and supervision of the proposed building …… (give nature of works viz. offices/flats, etc.) hereinafter referred to as the Project, for due fulfillment by the Consultant

of all the terms and conditions contained in the Articles of Agreement dated ……. entered into between UCO Bank and the Consultant, on submission of a Bank Guarantee for Rs. ……. (Rupees ……only) , We, ……Bank …….. Branch , do on the advice of the Consultant, hereby undertake to indemnify and keep indemnified UCO Bank to the extent of the said sum of Rs. ……. (Rupees …….. only).

1. We, …… Bank, …… Branch, agree that if a written demand is made by UCO Bank through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ……. Bank, ……. Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to UCO Bank within a week from the date of such demand by an Account Payee Banker's Cheque drawn in favour of "UCO Bank", without any demur. Even if there be any dispute between the Consultant and UCO Bank, this would be no ground for us, …… Bank, …….. Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that if We, …… Bank, …….. Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for UCO Bank to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Consultant.

2. We, ……. Bank, …… Branch, further agree that a mere demand by UCO Bank at any time and in the manner aforesaid, is sufficient for us, …….Bank, ……... Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the Consultant and no protest by the Consultant, made either directly or indirectly or through Court, can be valid ground for us, …… Bank, ……. Branch, to decline or fail or neglect to make payment to the Trustees in, the manner and within the time aforesaid.

3. We, ……. Bank, …….. Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said Articles of Agreement by the Consultant and that it shall continue to be enforceable till all the terms and conditions of the said Articles of Agreement have been fully complied with and/or satisfied/fulfilled and/or till UCO Bank certify that the terms and conditions of the said Articles of Agreement have been fully and properly observed/fulfilled by the Consultant and accordingly, UCO Bank have discharged the Bank Guarantee, subject, however, that this Bank Guarantee shall remain valid up to and inclusive of …….. day of …… 20…. and subject to the provision that UCO Bank shall have no right to demand payment against the Bank Guarantee after the expiry of ……. calendar months from the expiry of the aforesaid validity period up to …… or any extension thereof made by us, …….. Bank, …… Branch, in further extending the said validity period of this Bank Guarantee on Non-judicial Stamp Paper of 100/-, only on a written request by UCO Bank to the Consultant for such extension of validity of this Bank Guarantee.

4. We, …… Bank, …….. Branch, further agree that without our consent and without affecting in any manner our obligations hereunder, UCO Bank shall have the fullest liberty to vary from time to time any of the terms and conditions of the said Articles of Agreement or to extend the time for full performance of the said Articles of Agreement including fulfilling all obligations under the said Articles of Agreement by the Consultant or to postpone for any time or from time to time any of the powers exercisable by UCO Bank against the Consultant and to forebear or enforce any of the terms and conditions relating to the said Articles of Agreement and We, ……. Bank, …….. Branch, shall not be relieved from our liability by reason of any such variation or extension being granted to the Consultant or for any forebearance, act or commission on the part of UCO Bank or any indulgence by UCO Bank to the Consultant or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, …….. Bank, …….. Branch.

5. We, …… Bank, …… Branch, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of UCO Bank in writing.

Signature	Signature
Name :	Name :
Designation :	Designation :
…… Bank	……. Bank
……. Branch	……. Branch

(OFFICIAL SEAL OF THE BANK)

Annexure - VIII

Integrity Pact

UCO Bank hereinafter referred to as "The Principal".

And

……. Hereinafter referred to as "The Bidder/Contractor".

Preamble

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

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal.

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

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

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

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

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

Sections 2 – Commitments of the Bidder (s)/Contractor(s)

1.The bidder(s) /contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of 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 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) / contractors will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

Section 3: Disqualification from tender process and exclusion from future contracts

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

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contrct according to Section 3, or if the Principal is entitled to terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value o the amount equivalent to Performance Bank Gurantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 : Equal treatment of all Bidders/Contractors/subcontractors.

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

Section 7 : Criminal charges against violation Bidder(s)/Contractor(s)/Sub contractor(s).

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

Section 8 : Independent External Monitor/Monitors

1. The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, UCO Bank.
3. The Bidder(s)/Contractor (S) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit 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.
6. The Monitor will submit a written report to the Chairman & Managing Director, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should be occasion arise, submit proposals for correction problematic situations.
7. Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the UCO Bank.
8. If the Monitor has reported to the Chairman & Managing Director, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director,

UCO Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration.

This pact begins when both parties have legally signed it, if expires for the contractor 10 months after the last payment under the contract, and for all other Bidders & Months ---- the contrct has been awarded.
If any claim is made lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, UCO Bank.

Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 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 intensions.

_____

(For & on behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)
Place_____
Date_____
Witness 1 :
(Name & Address) _____
_____

Witness 2 :
(Name & Address) _____
_____

PART – II

Price bid:

Fees on project cost in %	
Fees on bought out items in %	

- **Rate should be quoted in both words & figures**
- **Service Tax will be paid extra, as applicable, by the Bank**

Signature with seal of the Consultant

Date: