

**UCO BANK
ZONAL OFFICE, AHMEDABAD**

GENERAL ADMINISTRATION DEPARTMENT
7TH FLOOR, UCO BHAVAN, NEAR SANYAS ASHRAM, ASHRAM ROAD, AHMEDABAD -
380009

TENDER DOCUMENT

FOR

APPOINTMENT OF ARCHITECT FOR PROPOSED REPAIR AND RENOVATION WORK

OF

UCO BHAVAN

AT

UCO BANK, UCO Bhavan Near Sanyas Ashram at Ashram Road AHMEDABAD –
380009

NAME OF THE TENDERER:

ADDRESS OF THE TENDERER:

DATE OF SUBMISSION OF TENDER:

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UCO BANK

Tender Ref No. ZO/AHM/2023-24/134

Date: 20.06.2023

Notice inviting offers from Architect

General Administration Department,
7th floor, UCO Bhavan Zonal Office
Contact: 07940176927

Email: Zoahmedabad.gad@ucobank.co.in

NOTICE FOR APPOINTMENT OF ARCHITECT FOR PROPOSED REPAIR AND RENOVATION WORKS of UCO BHAVAN, AHMEDABAD

The zonal office of UCO Bank in Ahmedabad is situated in UCO Bhavan building which was constructed around 1980 and since then no major repair and renovation works have been carried out in the building which has deteriorated the building both aesthetically and structurally. To safeguard the lives of employees and clients in the building a demand for structural Audit of the building was put forward and was carried out by P. Vora Design and Engineering Architects and submitted us the Structural Integrity report of the UCO Bhavan building. Moreover, they have also provided the detailed bill of quantities for the work required to be done in the building and hence the Bank intends to carry out **REPAIR AND RENOVATION WORKS in its UCO Bhavan Building, Ashram Road, Ahmedabad-380009** at the estimated cost of **Rs. 1.67 Crores** including GST.

The structural Integrity report can be obtained from the link given below:

<https://drive.google.com/file/d/17Q4WPd0eBGkDs9XPgnxWobuaCrfv9f1A/view?usp=drivesdk>

The detailed bill of quantities document is also attached.

Some repairs were of emergency nature and hence were carried out in the building. The said quantities have to be deducted from the BOQ and new revised BOQ has to be formulated in consultation with banks officials.

The Tender is to be submitted in two-bid system i.e. Prequalification cum Technical Bid and Price Bid. The Prequalification cum technical bid should contain all the enclosures and documents sealed in envelope 1 and Envelope 2 should contain only the price bid. Both envelopes should be put in third envelope.

Each envelope should super scribe as “**APPOINTMENT OF ARCHITECT FOR PROPOSED REPAIR AND RENOVATION WORKS AT UCO BHAVAN, AHMEDABAD.**”

Upon completion of prequalification exercise, price bid of only successful applicants will be opened who satisfy prequalification criteria. Unopened price bids of unsuccessful applicants will be returned to them.

Tender start date	26.06.2023
Tender document Fee	Rs.1000/- by DD/PO and drawn in Favor of UCO BANK payable at ZONAL OFFICE, AHMEDABAD
EMD	Rs.5000/- by DD/PO and drawn in Favor of UCO BANK payable at ZONAL OFFICE, AHMEDABAD
Last date & Time for submission of tender	21.07.2023 at 5:00 PM hours
Pre Bid meeting	07.07.2023 at 01:00PM hours at Zonal Office
Date & Timing of opening of Technical Bid	Date of opening will be informed to all eligible bidders well in advance.)
Date & Timing of opening of Bid	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.)
Clarifications if any, shall be emailed to zoahmedabad.gad@ucobank.co.in	

The detailed information regarding, eligibility norms and tender document shall be available during aforesaid period at the Bank's website www.ucobank.com

In case the last date of submission of tender happens to be declared as Bank Holiday, the last date of submission shall be next working day of Bank at given time.

The Bank reserves the right to reject any or all applications without assigning any reasons whatsoever.

DEPUTY ZONAL MANAGER
General Administration Department
Zonal Office UCO Bhavan

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 Architect should have the persons with Graduate/post Graduate Degree in Architecture 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. Architects should have at least three years experience in execution of similar work in Banks/Public Sectors/Reputed Private Sector Organization.
5. Architects should have successfully executed at least **two** similar scope of works up to **75% value** of the project during **last three years**.
6. The applicants should have their office / establishment with adequate infrastructure in Gujarat.
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. 5,000/- (Rupees Five 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 UCO BANK-ZONAL OFFICE **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 offered without **interest**, after the selection of the successful architects and in the case of the successful architects 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. 5000/- (Rs Five thousand only) in form of DD/Pay Order favoring UCO Bank, payable at Zonal office, Ahmedabad.
- i) Integrity pact in annexure – VII duly signed as a token of acceptance.

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.

UCO BANK

PART-1

TECHNICAL BID



ANNEXURE-I

Details of duties & responsibilities of Architect

1. **Brief details of work:**

- a. The Bank intends to carry out repair and renovation works in its **UCO Bhavan Building, Ashram Road, Ahmedabad- 380009**
- b. The selected architect will have to understand the requirement of Bank in consultation with the General Administration Department at 7th Floor, UCO Bhavan Building and will have to prepare the revised bill of quantities and tender document as per CPWD format with detailed tender specifications providing the best facilities to the Bank. The tender document with detailed tender specifications shall be submitted to Bank for approval. The bank will be inviting tender and works will be awarded to the L1 Agency. During the execution, the architect shall provide quality & detailed supervision, preparation of tender documents, layouts, BOQ (with detailed specifications), assistance in processing of bill and certification of works to enable the Bank to release payments raised by the contractors. Upon completion of work, the architect will have to obtain completion certificate. The architect will have to plan and ensure execution of all works pertaining to the repair and renovation work in the UCO Bhavan Building from conceptualization to commissioning, including **Demolition works, Earthworks, Strengthening works of beam & columns, Repairing works, Sanitary Works, Plastering works, Painting works etc.**
- c. Taking the instructions from Bank, visiting the sites, including carrying out necessary revisions in the plan as per site conditions, if any.
- d. Submitting a proper PERTCHART / Bar Chart incorporating all the activities required for the completion of the project well in time i.e. preparation of working drawings, detailed drawings, supporting during tender process, etc. The program should also include various stages of services to be provided by the Architect.

Preparing architectural working drawings (if required), pre-qualification documents and carrying out scrutiny. The Architect shall also furnish specific conditions/statutory stipulations / code procedure/ schedule of rate etc., desired to be followed.
- e. Preparing pre-qualification documents for appointment of contractor and carrying out

scrutiny of the same.

- f. Preparing detailed tender documents for **civil works, furnishing works, Demolition works, Earthworks, Strengthening works, Repairing works, Sanitary Works, Plastering works, Painting works etc.** etc. complete with articles of agreement, special conditions, conditions of contract, specification, progress charts, etc.
- g. Preparing tender notices for issue by Bank for inviting tenders from prequalified / shortlisted parties on behalf of Bank, as the case may be for all trades and submitting assessment reports thereon, including code of practice covering aspects like measurement, method of payments, quality control, procedures on materials, work and other conditions of work. Submitting assessment reports thereon, together with recommendations specifying abnormally high and low rated items, comparative statements, and justification for acceptance of contract. Preparing contract documents for all trades and getting them executed by the concerned contractors.
- h. The assessment report shall be based on detailed estimate, proper analysis of rates using data from an approved Standard Hand Book and market rates of materials and labour for major items of works costing about 90% of the estimated cost of the work.
- i. All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not.
- j. When conditions are not susceptible of evaluation, the alternative procedure of calling all the tenderers for negotiation and asking them to submit a final bid based on the terms and conditions acceptable to the Bank may be adopted.
- k. The Architect shall ensure that necessary fee, levies, security deposits and expenses in respect of statutory sanctions are complied with. The Architect shall exercise all reasonable skill, care diligence in discharge of duties and to inspect and evaluate the work on going and where necessary clarify any decisions, offer interpretations of drawings/ specifications, attend conference/ meeting to ensure that the project proceeds generally in accordance with conditions of the contract and keep Bank informed and render advice and actions if required and the Architect is responsible for the directions and integrations of the entire projects.
- l. Preparing for the use of the Bank, the contractor and site staff, copies of contract documents for all trades including all drawings, specifications and other. Preparing such further details and drawings as are necessary for proper execution of the works.

- m. 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.
- n. No deviations or substitutions should be authorized by the Architect 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 Architect may take decisions on behalf of the Bank, the total cost of the item/deviation of which should not exceed Rs.10,000/-. This deviation shall be got subsequently ratified from the Bank duly justifying his action at the earliest.
- o. Working out the theoretical requirement and actual consumption of cement and any other material specified for each bill.
- p. Deploy a full time/temporary Site Engineer for supervision of proposed work.
- q. Checking measurements of works at site. Checking contractor's bills, issuing periodical certificates for payments and passing and certifying accounts to enable the Bank to make payments to the contractors and adjustments of all accounts between the contractors and the Bank. Architect shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Architect to check the measurements of various items to the extent of 100% of each item of work claimed, in each running bill.
- r. The Architect to issue certificate of payment as under:

Certified that the various items of work claimed in this _____ running bill / final bill by the contractors _____ have been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully conforming to the standard / prescribed specifications and drawings. We further certify that we have checked the measurements to the extent of 100% of each item claimed in this bill. Hence the bill is recommended for payment of Rs. _____.

Date _____

(Signature of the Architect/ Architect)

- s. The Architect shall endorse the above certification in the relevant Measurements Books also.
- t. The Architect shall certify after test / commissioning / final inspection and check as the

case may be, the completion of the work and / or satisfactory functioning of the system in services and utilities, as the case may be.

- u. Submitting a detailed account of material at site that the employer may specify and certifying the quantities utilized in the works.
- v. Any statutory approvals if required for successful completion of works, the Bank will reimburse the deposit / scrutiny fee on submission of documentary proof.
- w. On completion of the project, prepare "as made" completion drawings of furnishing works, electrical and other services along with a brief report on the project and submitting 4 copies of the same for the records of the Bank. A soft copy of the drawings as well as tender document shall also be submitted to the Bank.
- x. Further, the Architect shall verify and confirm that identification marks are made on all service installations/cables/wiring, etc. for easy identifications to carry out maintenance jobs.(if electrical work is required)
- y. The Architect shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over for occupation to the Bank.
- z. The Architect shall assist the Bank in all arbitration proceedings between the contractors and the Bank and defend the Bank in such proceedings.
- aa. Any other services connected with the works usually and normally rendered by the Architects, but not referred to herein above.
- bb. The Architect shall also assist the Bank in inspection and replying to the queries raised by vigilance / audit authorities.
- cc. The supervising staff deployed by the Architect shall maintain following registers on daily basis i.e. Daily Progress Report, Site Order Book, Material testing record, High Value Material Receipt Register, Hindrance Register, etc.
- dd. The Architect should conduct site meetings on weekly basis to be attended by the Bank/ contractor's representative.
- ee. Any other services connected with the works.

In case it is established that due to fault of the Architect, the Bank has to pay any extra amount due to over-run of the project, over measurements – faulty description of tender item or any other lapse on the part of the Architect necessary recovery may be effected from the Architect fee as per provision of **section 73 of Indian Contract Act 1872 under Section 30 of Architects Act 1972 (Central Act No.20 of 1972)**, besides Bank's taking recourse to proceed against the Architect for recovery of the extra amount incurred by the Bank.

In the event of any dispute, difference or question arising out of or touching or concerning assignment given to you at any of the field office, the same shall be referred, at the option of either party, to the arbitration of a sole Arbitrator mutually agreed upon and in default of such agreement both the parties shall appoint one arbitrator each and both the arbitrators shall appoint one presiding arbitrator (umpire). All the arbitrators shall be the Fellows of the Indian Institute of Architects or the Institution of Engineers (India). The said arbitration proceeding shall be under the provision of the **Indian Arbitration and Conciliation Act, 1996** together with any statutory modifications thereof. The award of the arbitrator(s) or umpire, as the case may be, shall be final and binding upon the parties. The Arbitrations proceedings and any legal action or proceedings arising out of this agreement may be brought in the Courts or Tribunal in Ahmedabad.

The Architect shall take proper care in estimating the quantity of work required and shall not increase quantum of work after acceptance of contractor's bid.

The Architect shall not be recommending mobilization advance to any of the contracting agency. In case if the advance is to be paid, the same shall carry interest at the rate of MCLR and against submission of Bank Guarantee for equal amount from **the Nationalized Bank.**

Under no circumstance you will be submitting recommendations of contract other than lowest.

UCO BANK

Annexure - II

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

SPECIMEN FORMAT OF AGREEMENT

Article of agreement made this _____ day of _____ 201____
between the "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-700001 (hereinafter referred to as "Bank" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the "ONE PART and M/s _____ having its registered office at _____ (herein after called "The Architect") of the other part, which expression should include its successor/s and assignee/s.

Whereas the Bank is desirous of executing Contract for _____ at UCO Bank _____ (hereinafter called "Bank")

And whereas the said work as mentioned in the work order have been accepted and signed by and on behalf of the Architect.

And whereas the architect has agreed to execute upon and subject to condition set forth herein and work order, General conditions of contract, special condition of contract, including all other conditions as mentioned, in the work order, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letter inclusive, (all of which are collectively hereinafter referred to as " the said conditions") the work described in the said specification and included in the tender at the rates therein set for in UCO Bank Work Order No. _____ dated _____ 201____ and amounting to the sum of Rs. _____ (Rupees _____ only) inclusive of all Taxes .

NOW IT IS HEREBY AGREED AS FOLLOWS:

The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- (a) Work order letter no- _____ dated _____
- (b) R.F.P.(Request For Proposal) dated _____
- (c) Corrigendum (if any) dated _____
- (d) Annexure attached to this agreement

GENERAL TERMS & CONDITIONS

1. Scope of work:

The Architects shall take the Bank'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 Architects (if any), co-ordinate activities of architects, 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.

1. Architect 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 Architects" as per annexure -I.
2. When work is executed wholly or in part with old materials or where materials, labour or carriage is provided by the Bank, the percentage shall be calculated as if the work had been executed wholly by the contractor supplying all labour and materials.
3. No deduction will be made from the Architect's fee on account of Liquidated Damages or such other sums withheld from the payments due to the contractor.
2. The Architects will supply additional copies of drawings free of cost, as follows;
 1. Two sets of all drawings for contractors.
 2. Two sets of all drawings for clerk of works / Site Engineer.
 3. One set of all drawings for architects, if any.
 4. Two sets of all drawings and one set of completion drawings with all amendments incorporated, to the employer.
 5. The Architect 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.
 6. The Architect 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.
3. The Architects 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.
4. The architect shall not make any material deviation, alternation, addition to or omission from the approved design without the knowledge and consent of the employer.
5. The employer may employ a local Architect or Consulting Engineer if required who shall assist the principal Architects in the following manner.

1. Study drawings submitted by the Architects at different stages and point out any discrepancy therein and suggest any amendments to suit site or local conditions or local building bye-laws.
2. Submit drawings to Municipal authorities and obtain approval thereon.
3. Co-ordinate all construction activities including supervision and measurement at site and keep the Architects informed regarding progress of the work by submitting regular progress reports.
6. The Architects shall have qualified and competent Structural Engineer, Electrical Engineer and shall engage Water Supply & Plumbing, and air-conditioning architects to assist them in preparation of design and details for these services. The architects will be appointed with the approval of the employer. The fees payable to these Architects shall be borne by the Architects out of the fees received by them. The Architects shall be fully responsible for the design and soundness of the works of such architects and shall also coordinate the activities of various architects and local Architect.

2.Duration of Contract.....

3.Price and Taxes:

(a) Additional Terms & Condition on GST are as follows:

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN¹. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.

• UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable.

• Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by the architect for a particular year before September of the succeeding financial year.

The purchase order/ work order shall be void, if at any point of time the architect is found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

2. Placement of Order/Letter Of Indent (LOI):

2. Terms of Payment :

The Bank agrees to pay the Architects as remuneration for the professional services to be rendered by the Architects in relation to the said project particularly for the services hereinafter mentioned, a fee calculated at % of the estimated cost of work / accepted L1 bidder 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 Architect shall be worked out as below:

- 100% of the Basic Fee on the accepted L1 bidder cost plus
- 50% of the Basic Fee on the escalated cost over and above the accepted L1 bidder cost.

Subject to a ceiling of 110% of the Basic Fee worked out on the accepted L1 bidder 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 L1 bidder 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 Bank shall pay to the Architects 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 Architects with supervision responsibilities.

- a) On the approval of sketch design and preliminary estimate –**10% of Total Fee**
- b) On approval of detailed Constructional working drawings and structural/service drawings (sufficient for preparing detailed estimates of cost) –**10% of Total Fee**
- c) On approval of detailed estimates, preparation of tender documents, tender process and advising on tenders received – **10% of Total Fee**
- d) On award of job – **10% of Total Fee**
- e) 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 – **20% of Total Fee**
- f) Issuance of completion certificate and as built drawings – **30% of Total Fee**
- g) At the end of Defect Liability of period of contract –**10% of Total Fee**

Note :

- i) The fees as stated hereinabove will also be applicable to engineering services work that may be assigned to the Architect.
- 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.

4. INSURANCE: Vender agree to insure the work with third-party liability at their own cost in joint name of the bank with the first name being of UCO bank within 14 days from the date of issue of this work order or handling over of Site, which ever is later and keep the same valid until virtual completion of the work by an all risk insurance policy for full value of the contract. The insurance policy is to be submitted to us in original.

5. INTEGRITY: Architect has to execute Integrity Pact as per Bank's format_Non-judicial Stamp Paper of appropriate value .

6. INDEMNITY BOND: Architect has to submit Indemnity Bond as per Bank's format on Non-judicial Stamp Paper of appropriate value .

7. LIQUIDATED DAMAGE: In case of failure to complete the work within the stipulated period of time by fault of the successful architects, liquidated damage @ 1% of the accepted contract sum for delay of each week or part thereof shall be recovered from successful architects. The total of liquidated damage shall be subject to a maximum of 10%

of the accepted contract value acquittal of which entitles us to resign the contract.

8. FORCE MAJEURE: Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or BANK as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above.

The whole or any part of the party's obligation under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three (3) months the parties shall hold consultation to resolve the problem satisfactorily

9. Compliance of laws: The Architect undertakes to comply with all Laws/Rules/Regulations/Bye – Laws/Notifications etc. for the time being in force.

Change in law clause

Any reduction in the contract price resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to a downward adjustment to the contract price to reflect the financial impact of such "Change in law" and the financial benefit thereof shall be given to the Bank.

10. CANCELLATION/TERMINATION: Bank reserves its right to cancel the work/purchase order and/ or terminate this Agreement by giving 15 days' prior notice in writing to the Architect without prejudice to its rights and contentions available under this Agreement or under the Law (s) for the time being in force in the following circumstances: -

- a) Unnecessary or unwarranted delay in execution of the work allotted.
- b) Delay in providing the requisite manpower at the Bank's site.
- c) The architect violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) Breach of trust is noticed during any stage of the consultancy assignment.
- e) The selected bidder commits a breach of any of the terms and conditions of the bid.
- f) The selected bidder goes in to liquidation voluntarily or otherwise.
- g) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

h) If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.

i) If there is any conflict of interest.

j) An attachment is levied or continues to be levied for a period of seven days upon effects of the contract.

k) If architect fails to complete the assignment as per the time lines prescribed in the Purchase order/ Agreement and/or within the extension, if any allowed.

Notwithstanding anything contained hereinbefore, Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 15 days to the architect without assigning any reason and without cost or compensation therefor.

11. CONSEQUENCES OF TERMINATION: In the event of termination of the Agreement due to any reason, whatsoever, [whether consequent to the expiry of 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 Architect shall be obliged to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Architect to take over the obligations of the erstwhile Architect in relation to the execution/continued execution of the scope of the Contract.

In the event of termination of the Agreement due to the expiry of the term of the Contract and the Agreement is not further extended by UCO BANK, the Architect herein shall be obliged to provide all such assistance to the next successor Bidder 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 provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of UCO BANK to invoke the guarantees, securities furnished and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.

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.

12. Date of commencement of work: The work shall be deemed to be commenced from seventh day from the date of receipt of work order or handing over of site whichever is later.

13. Time of Completion : 12-14 months from the stipulated date of commencement of the work.

14. RESPONSIBILITY FOR COMPLETENESS: Any supplies and services which might not have been specifically mentioned in this R.F.P/tender / contract but are necessary for the design, manufacture, supply, testing, handing over, operationalizing, performance or completeness of the contract, shall be provided / rendered as per the time schedule for the efficient and smooth operation and maintenance of the system under Indian conditions. The approval by the Bank at any stage for any supplies by the architect shall not relieve the architect of his obligation.

15. Dispute resolution mechanism:

The Architect and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between authorised representative of UCO BANK and the Authorized Official of the Architect. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, is not settled by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 15 days of the failure of negotiations. Each Party to the dispute shall appoint one arbitrator of their own choice and the two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. Arbitration shall be held in Kolkata and conducted in English as per provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The Architect shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the SLA notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

15. Others Terms and conditions-

- A. Architect 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

यूको बैंक, सामान्य प्रशासन विभाग, अंचल कार्यालय, आश्रम रोड, अहमदाबाद- 380009 UCO Bank, General Administration Department, Zonal Office, Ashram Road, Ahmedabad- 380009 ई-मेल/ E-mail: zoahmedabad.gad@ucobank.co.in

should be included in the fees to be quoted by the Architect. 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 and 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 Architect, 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.

Nothing contained in this Agreement shall be construed as establishing or creating between the Parties, a relationship of master and servant or Bank and agent.

B. The Vender shall be jointly and severally liable to and responsible for all obligations for performance of works including that of its Associates under the Agreement.

C. The Vender shall at all times indemnify and keep indemnified Bank any claims in respect

of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or agents or by any other 3rd Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

D. Governing Laws & Jurisdiction of the court

This Agreement shall be governed by the Law(s) of India for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts of

E. All other Terms & Conditions will remain same as stipulated in our R.F.P/Tender and subsequent Corrigendum dated work order no.....dated..... along with your offer, the article of agreement etc would form part of the contract document.

F. Non-Disclosure : The Architect must undertake that they shall hold in trust any information received by them, under the Contract/Agreement, and shall maintain confidentiality of such information.

G. Non Assignment: Architect shall agree that neither the subject matter of the agreement nor any right here in shall be transferred, sub-contracted, assigned or delegated to any third party by the successful bidder without prior written consent of the Bank.

In witness where of the Bank and the architect have set their respective hands on the day and year first herein above written.

Signed on behalf of the UCO Bank
architect

Signature on behalf of the

By its duly authorized Officer
In presence of:

in presence of:

1) Signature..... 1) Signature.....

Name with address: Name with address:

2) Signature..... 2) Signature.....

Name with address

Name with address:

Annexure – III

Particulars of the form to be furnished by the Architects

Name of the firm :

Address (Head Office) :

Telephone No. :

Office :

Residence :

Mobile :

Fax :

E-Mail :

Address (Branch Office) :

Telephone No. :

Office :

Residence :

Mobile :

Fax :

E-Mail :

2 .

a) Whether proprietary/partnership/ :
Pvt. Ltd. / Public Ltd.
(certificate of registration / partnership
deed to be enclosed).

b) Name of the Proprietor,

I)

II)

III)

c) Year of establishment :

3.Registration with Tax Authorities :

Income-tax (PAN) No. :
GST no. :
EPF Regn. No. :

(Copies of certificates of registration with relevant authorities to be enclosed)

4. Names of the Bankers with address & telephone Numbers:

I)
II)

5. Whether registered with Council of Architecture/CONSULTANCY Certificate, if so, please mention the number. (Copy of certificate to be enclosed as Annexure-III)

6. Enclose copies of audited balance- :
Sheet and Profit & Loss A/C. for
the last 3 financial years, i.e., 2019-20, 2020-21, 2021-22

7. Certificate of Registration with Govt. / Public Sector / Banks (certificate of Registration to be enclosed)

Name of the Organization	Year since empanelled

8. Give details if at present involved in litigation in similar type of contracts

Sr. No.	Name of Project	Name of Employer	Nature of work	Work order dated	Date of completion of work	Value Rs.

9. Details of civil suit, if any, that arose :
during execution of contract in the
past 10 years.

10. Specify maximum value of single :
value project executed during the
last three years.

11. Name & relation, if any, with the staff :
member of UCO BANK

12. Turnover in last 5 years:

Sr. No.	Year	Turnover (Rs.in lacs)	Professional Fees.	Income-tax paid	Service Tax/GST paid
1	2017-18				
2	2018-19				
3	2019-20				
4	2020-21				
5	2021-22				

Copies of income-tax returns / assessment orders for each year to be enclosed

13. **PRE-QUALIFICATION CRITERIA: Mandatory Criteria:** (Tick appropriate)

1. Must be registered with Council of Architects certificate(Yes / No)
2. Must be registered with income tax authority (Yes / No)
3. Must be registered with GST authority (Yes / No)
4. Firm must be in business for the last 5 Years as on 31/02/2023 (Yes / No)
5. Firm should have Office in Gujarat (Yes / No)

(Estimated Cost: Rs.1.67 crores, including GST)

Sl. No.	Criteria	Weightage	Self-rating marks
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1	Architects should have successfully executed at least two similar scope of works up to 75% value of the project during last three years . "The similar works means repair and renovation of Commercial/ Offices/ Banks/ Institutional buildings including Civil, Electrical and Air Conditioning, etc..".(Preferance will be given to work order having works as strengthening of beams, columns, slabs and jacketing of beam, columns, slabs)	65	
2	Should have received average professional fee above Rs.2.84Lacs (being 2% of the estimated cost) per annum during the last three financial years. (2019-20-19, 2020-21, 2021-22)	20	
3	Should have adequate in-house infrastructure of minimum following permanent staff: Architects 02 nos. Structural Engineers / Civil Engineers 02 nos. Electrical & Mechanical Engineers 01 nos. each	05 05 05	
	TOTAL	100	

The value of executed works shall be brought to current costing level enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications of tenders.

NOTE: Criteria mentioned above is minimum requirement. The Bank at its discretion may upgrade the criteria. No complaint on this account will be entertained. Firms scoring 80 marks & above will only be considered for pre-qualification. Firms themselves have to fill in self-rating marks column in the above table.

14. DETAILS OF PRE-QUALIFYING WORK SATISFYING THE ADVERTISEMENTCRITERIA:
(Attach separate sheet for more than one work).

1	Name of Client with address, name of contact persons and telephone numbers	
---	--	--

2	Name & Location of the site	
3	Description of Works completed	
4	Type of Project	
5	Cost of Work	
6	Duration of Work	Date of Commencement: Date of Completion:
7	Delay from original schedule	
8	Whether any penalty imposed / Civil Suit / Arbitration	
10	Enclose photographs of the work	

15. LIST OF ENCLOSURES:

Sno.	PARTICULARS	TICK IF ENCLOSED
1.	Certificate of registration of Company / partnership deed.	
2.	Certificates of registration with Income Tax, GST, EPF authorities.	

यूको बैंक**UCO BANK**

(भारत सरकार का उपक्रम) (Government of India Undertaking)
सम्मान आपके विश्वास का Honours Your Trust

3.	Certificate of membership from the Council of Architects, concerned Municipal Authorities/consultancy certificate	
4.	Audited Balance Sheet & Profit & Loss A/c. Statement for 2020, 2021 and 2022.	
5.	Certificates of Registration with Govt. / Public Sector / Banks.	
6.	Copies of work orders along with Xerox copies of relevant TDS certificate, satisfactory completion certificate mentioning value of work.	
7.	Copies of performance certificate, work orders issued by valued clients, preferably Banks, Govt., Semi-Govt. Bodies.	
8.	Copies of income-tax returns/assessment orders for each FY from 2017-18 to 2021-22	

Note: In absence of any of the above enclosures, your application is likely to be rejected.

Place :
NAME & DESIGNATION
Date :

SIGNATURE

SEAL OF ORGANISATION

UCO BANK

DECLARATION

1. I / We have read the instructions appended to the proforma and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and UCO BANK, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
2. I / We agree that the decision of UCO BANK in selection of contractors will be final and binding to me / us.
3. All the information furnished by me is correct to the best of my knowledge and belief.
4. I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
5. I / We agree that I / we have not applied in the name of sister concern for the subject empanelment process.

Place :
NAME & DESIGNATION
Date :

SIGNATURE

SEAL OF ORGANISATION

UCO BANK

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

Note: Copies of work orders/appointment letters along with Xerox copies of relevant TDS CERTIFICATE, SATISFACTORY COMPLETION CERTIFICATE OBTAINED FROM THE CLIENT TO BE ENCLOSED. PLEASE NOTE WITHOUT THE COPIES OF CERTIFICATES, YOUR APPLICATION IS LIABLE TO BE REJECTED.

Annexure – V

Key personnel permanently employed

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

UCO BANK

Annexure- VI
(Format of Indemnity Bond)**SPECIMEN FORMAT FOR LETTER OF UNDERTAKING & INDEMNITY****(To be executed on non-judicial stamp paper of requisite value)****To**
UCO Bank

.....

.....

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 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700 001 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained in our letter dated agreeing to appoint us as architect/ Contractor for, we,, a Company incorporated under the Companies Act, 1956 having its registered office at - (full address) do hereby irrevocably and unconditionally agree and undertake that:

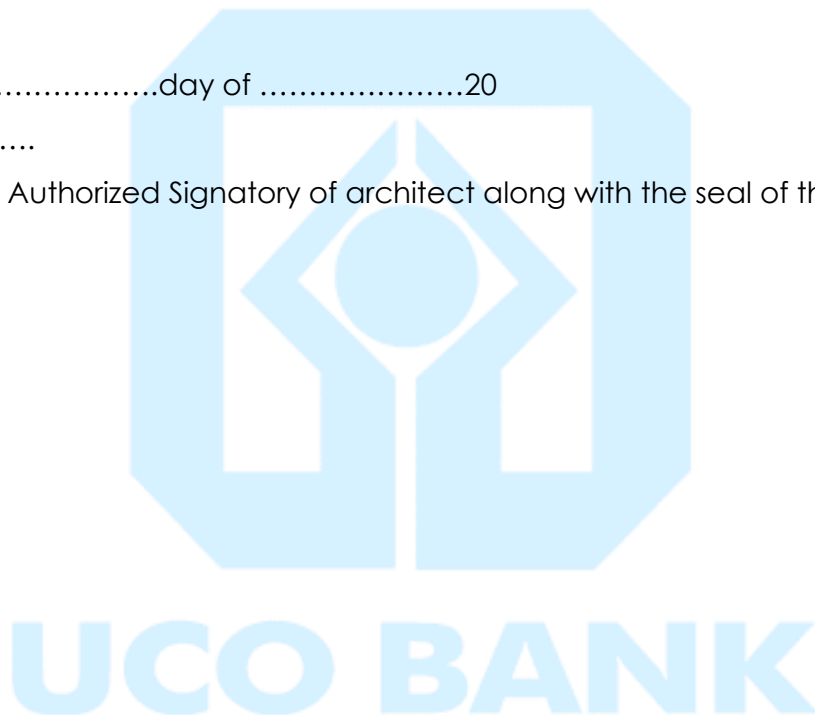
- 1) We shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines and also from the environmental damages, if any, which may occur during the contract period.

- 2) We shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.
- 3) Our obligations herein are independent, irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
- 4) This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

Dated, this.....day of20

.....

(Signature of the Authorized Signatory of architect along with the seal of the Company)



Annexure - VII

SPECIMEN FORMAT OF INTEGRITY**(To be executed on non-judicial stamp paper of requisite value)**

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-700001 hereinafter referred to as "**Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) of the "**ONE PART**

And

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

Preamble

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

In order to achieve these goals, the Bank 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 Bank.

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

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

b. The Bank will during the tender process treat all Bidder(s) with equity and reason. The Bank 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 Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank 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

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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 Bank'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 .

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 Bank 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 Banks, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will when presenting 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 Bank 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 Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.

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 and 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 Bank before signing the contract.
2. The Bank will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Bank 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 Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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 Bank including that provided by the Contractor.

The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to 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 Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the 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 Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.
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 Bank and should be occasion arise, submit proposals for correction of problematic situations.
7. Monitor shall be entitled 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, and expires for the contractor is 10 months after the last payment under the contract.

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 Bank i.e. Kolkata.
- Changes and supplements as well as termination notices need to be made in writing.
- 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 intentions.

(For & on behalf of the Bank)
(Office Seal)
Place _____
Date _____
Witness : (Name & Address)

(For & On behalf of Bidder/Contractor)
(Office Seal)
Place _____
Date _____
Witness : (Name & Address)

PART-II

PRICE BID

(To be submitted in separate sealed envelope)

The price bid will be opened only of those satisfying the criteria of pre-qualification.

NOTICE FOR APPOINTMENT OF ARCHITECT FOR PROPOSED REPAIR AND RENOVATION WORKS OF UCO BHAVAN, AHMEDABAD

UCO BANK

FORMAT FOR PROFESSIONAL FEES (On Letter Head of the applicant)

To
Chief Manager, UCO BANK
General Administration Department,
Zonal Office, Ashram Road,
Ahmedabad- 380009

Date:

Sub: PROFESSIONAL FEE FOR ARCHITECTS / ARCHITECTURAL FIRM

- a. For repair and renovation works which includes **Demolition works, Earthworks, Strengthening works of beam & columns, Repairing works, Sanitary Works, Plastering works, Painting works etc. in UCO BHAVAN BUILDING, UCO BANK zonal office, ashram road, Ahmedabad.**
- b. Having examined and studied various requirements in respect of the repair and renovation works which includes **Demolition works, Earthworks, Strengthening works of beam & columns, Repairing works, Sanitary Works, Plastering works, Painting works etc. in UCO BHAVAN BUILDING, UCO BANK ZONAL OFFICE, ASHRAM ROAD, AHMEDABAD** and discussions with Concern Banks Officials resting on the subject the scope of work of intending project architect. The Bank has clearly spelt out scope of work and its requirement, in brief details of which are as under:
- To survey the site and make physical verification of existing conditions and prepare a design conforming to Bank's requirements which includes the works described under scope of work in technical bid. The design shall bring out ambience for the "feel good" factor in various parameters.
 - To prepare such design, colour schemes, material specifications and present to the Bank total scheme which includes detailed layout plan, furniture & fixture details, elevation and 3D views in form of presentation drawings.
 - The Architect shall prepare preliminary drawings to be discussed and finalized by Bank's Competent Authorities. The Architect shall prepare such preliminary drawings till the final layout is selected. Based on approval of the plan by the Bank, the Architect will have to

यूको बैंक, सामान्य प्रशासन विभाग, अंचल कार्यालय, आश्रम रोड, अहमदाबाद- 380009 UCO Bank, General Administration Department, Zonal Office, Ashram Road, Ahmedabad- 380009 ई-मेल/ E-mail: zoahmedabad.gad@ucobank.co.in

furnish detailed drawings, specifications and final tender documents for further review and approval by the Bank.

- On final acceptance to codify the plan, concept, and specification encompassing all relevant aspect in a very comprehensive manner ideally suited for practical implementation. More particularly, rate analysis, specifications, approved makes of materials and such required details, which shall be comprehensive and of required clarity for actual implementation of the project.
- After due consideration to the scope of work mentioned herein above and giving due cognizance to duty list mentioned in the original prequalification bid we submit our price bid in respect of original fees as under.

Sr. No.	Parameter	Professional fees
1.a)	Professional fees for preparation of final tender documents to be issued to the contractors which will include detailed specifications of item, preparation of detailed bill of quantities, rate analysis including repair and renovation/strengthening works/civil / interior / electrification / air conditioning / fire safety, etc. and any other item required for furnishing, repair and renovation, etc.	
	Total excluding GST	
	GST	
	Gross Total	

Note:

1. Under this project, qualified Engineer/ Architect will be deployed on site on full time basis for day-to-day supervision, ensuring execution of work as per contract terms and conditions, certification of bills/ claims submitted by the contractor, co-ordination with Bank officials.
2. GST as applicable will be paid over and above the charges as quoted above.

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UCO BANK

(भारत सरकार का उपक्रम) (Government of India Undertaking)
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3. No separate visit charges will be paid during execution of work. Professional fee quoted shall be inclusive of all Visit charges, transportation, lodging, Boarding to the site during execution of work.
4. Architect/ representative shall make regular visit to site, no of visits shall not be limited to any nos.
5. Architect /representative shall attend meeting on site or Banks office as required by Bank.

Further, we also hereby agree to all terms and conditions spelled out by the Bank while calling Prequalification Bid.

Signature :

Name :

Designation :

Seal:



UCO BANK