



Request for Proposal (RFP) for Engagement of Project Management Consultant (PMC) for construction of Rural Self Employment Training Institute (RSETI), Kamrup (Rural) Building at Amingaon, Dist. – Kamrup, Assam

TENDER NO. – AGVB/RFP/RSETI/02/19-20 dated 04.07.2019

Application fee: Rs.1000/- (Rupees one thousand) only – Non- refundable

ASSAM GRAMIN VIKASH BANK

Head Office, Mahapurush Srimanta Sankardev Path, Bhangagarh, Guwahati-781005
(Assam)

Phone: 0361-2131604/2464107 Fax : (0361)-2464107

E-mail Id: agvbank@yahoo.co.in Website: www.agvbank.co.in



Important Dates:

Pre-Bid Meeting	:	12/07/2019 at 3.00 p.m.
Date & Time of Submission of Bids	:	25/07/2019 – Within 3.00 P.M.
Date & Time of Opening of Technical Bids	:	25/07/2019 – At 4.00 P.M.
Date & Time of Opening of Financial Bids	:	26/07/2019 – At 03.00 P.M.



TABLE OF CONTENTS

Sl. No.	Contents	Page No.
1	Section 1 – Notice inviting offers (NIO)	4-5
2	Section 2 – Brief details & Objectives of work	6-7
3	Section 3 – General Rules & Instructions to Project Management Consultants	8-10
4	Confirmation of Acceptance of offer- Proforma A	11
5	Application format – Proforma B	12-15
6	Financial Bid structure –Proforma C	16-17
7	Section 4 – Agreement with the Project Management Consultant	18
8	Section 5 – Conditions of Agreement	19-29



SECTION 1 – NOTICE INVITING OFFERS (NIO)

Subject: Engagement of Project Management Consultant for Construction of RSETI Building, Kamrup (Rural) at Amingaon under Kamrup district.

Assam Gramin Vikash Bank has proposed to construct Rural Self Employment and Training Institute (RSETI), Kamrup (Rural) Buildings at Amingaon, Kamrup district. The offer document comprises the Notice inviting Offer under two bid systems consisting of the following:

A. ELIGIBILITY CRITERIA:

- a) A reputed firm with minimum average turnover of at least Rs.50.00 Lakh (Rupees Fifty lakh) only for last three financial years.
- b) The Firm must be registered and have all certificates from authorities concerned for carrying out architectural/consultancy work.
- c) The firm must have experience in Project Management Services of multi-storied commercial / Institutional building with all services preferably to PSU, Banks, Govt. institutions, etc., carried out in last five years for at least one similar project having built up area of 6400 Sqft and / or at least two similar projects having built up area 4000 Sq.ft. for each project.
- d) The firm should not be Black listed by any Govt. / PSU organisation.
- e) Other details mentioned in clause No. 3.3 of tender terms and conditions.

B. TECHNICAL BID:

- a) Brief details and objectives of the work.
- b) General instructions to the Project Management Consultant (PMC).
- c) Draft agreement to be entered by the successful Project Management Consultant (PMC) consisting of scope of services, terms and conditions, time schedule, terms and stages of payment.
- d) Confirmation of acceptance of the terms and conditions in the Proforma -A.
- e) Application Format comprising Bio Data of the Architect / Engineers, details of projects recently undertaken as per Proforma-B.



- f) Application Fee of Rs.1000/- (Rupees One Thousand only) – Non-refundable by crossed Demand Draft / Pay Order / Banker's Cheque payable at Guwahati and drawn in favour of Assam Gramin Vikash Bank. Tenders will be rejected if application fee is not submitted with the technical bid in the prescribed format.

.(The bidders who have participated in the previous tender reference no. AGVB/RFP/RSETI/01/2019-20 dated.29.05.2019, do not require to pay the application fee of Rs. 1000/- if participated in this re-tender process.)

C. FINANCIAL BID - FEE STRUCTURE:

Financial bid for the proposed consultancy services in Proforma - C and submitted in a separate envelope marked as "Financial Bid".

- D. Further details and Tender document are available on Bank's website www.agvbank.co.in from 01.07.2019 which can be downloaded for submission of the offer.

E. Your offer should reach us on or before **25.07.2019** within 3.00 P.M.

F. Technical bid will be opened on **25.07.2019** at 4.00 P.M.

G. Financial bid of the participants, who qualified in the Technical bid, shall be opened on **26.07.2019** at 03.00 P.M.

H. Tender to be addressed and submitted to **The General Manager, Assam Gramin Vikash Bank, Head Office, Mahapurush Srimanta Sankardev Path, Bhangagarh, Guwahati-781005 on or before 25.07.2019 within 3.00 p.m.**

I. **Validity of Offer:** 6 (six) months from the date of submission of the offer document.

J. The method of selection proposed is highlighted in enclosed document for information and Bank's decisions shall be final.

GENERAL MANAGER
Assam Gramin Vikash Bank
Enclosures: As above



SECTION 2 - BRIEF DETAILS and OBJECTIVES OF WORK

1. Assam Gramin Vikash Bank, Head Office, Mahapurush Srimanta Sankardev Path, Bhangagarh, Guwahati 781005 (Assam) (hereinafter known as Employer or Bank) has proposed to construct Two Classrooms along with Toilet facilities (Separate for Gents, Ladies and Physically Challenged Persons), One Workshop, one Computer Lab, One Store room, one Directors Chamber, one Administrative Office, reception counter, one kitchen with basic amenities, one dining hall, one dormitory to accommodate 50 Gents & one dormitory to accommodate 30 Ladies with adequate separate bath and toilet facilities, Two Guest rooms with attached bath and toilet, painting, required electrification, running water installations including deep boring etc. for the RSETI Kamrup (Rural) building with built up area approx. 8000 Sq.ft. which shall be determined during finalization of the architectural design.
2. The proposed buildings shall be designed as per prevailing building by-laws in Assam State and should have the following infrastructure:

The buildings shall have good / well ventilated space with fire-fighting arrangement, fire escape staircase if required, adequate water, electrical, sanitary and plumbing facility, open air, sufficient parking facility, boundary wall etc.
3. The proposed buildings specifications shall be drawn with a view to utilize the locally available materials as much as possible.
4. The PMC will have to take total responsibility of the projects, design as per the layout plan approved by Bank. It will procure all approvals from appropriate Govt. Authorities including landscaping, design the building (all civil, structural, water, plumbing, sanitary, electrical, Air-conditioning and fire related works) and to supervise the work till its completion in all respect. In the draft agreement enclosed along with, the detailed scope and method of undertaking the work, including roles and responsibilities- categorized into various stage, payment terms of agreed fees, and various terms and conditions are furnished, which shall form the part of the offer document.
5. Time is the essence of this work. The Project Management Consultants shall be willing to adhere to the timeline/schedule strictly. The time chart proposed is as under:
 - a) Prepare drawings showing floor plans, elevations, sections suitable for submission to plan sanctioning authorities in sufficient number of sets and obtain Clearance / approvals (No objection Certificates) from various local authorities like Survey Department, Building Department of Municipal Corporation, Fire Services Directorate, DC (Traffic), Police Authorities and such other authorities as may be necessary to get the plans sanctioned, at no extra cost from concerned authorities for commencement of construction on approval of preliminary plans by Bank authorities.
 - b) Preparation of Civil, Electrical, HVAC, Sanitary and Plumbing etc. layouts and should be submitted to the Bank for approval.



- c) Prepare detailed cost estimate of the project and design drawings (2 copies each) and submit it to the Bank for approval.
- d) Assist Bank in pre-qualifying of Contractors for carrying out the works.
- e) Concurrently prepare detailed tender document as per approved format including detailed estimate, Bill of quantities supported by market rate analysis for individual item of works wherever required.
- f) Technical specifications, all working drawings required for tendering purpose, assisting employer in inviting tenders.
- g) Evaluation and recommending the tender for award of work. (Within 15 days from receipt of tenders).
- h) Construction Management in co-ordination with contractors - Tentative Completion period 12 months.
- i) Settlement of Running Actual Bill of the contractor and final bill of the contractor after completion of the project, provide two sets of 'As-built' drawings in hard copies (as well as soft copies) to be submitted within 30 days.



Section 3 - GENERAL RULES AND INSTRUCTIONS TO PROJECT MANAGEMENT CONSULTANT

1. The Project Management Consultant shall inspect the site to ascertain the site conditions, constraints and any other information required along with Bank Officials before submission of the tender.
2. **Submission of the offer:** The intending bidders have to submit their offers in two separate sealed envelopes super-scribed as “**Technical Bid**” and “**Financial Bid**”.
 - 2.1. The first envelope to be super scribed, as "**Technical Bid**" should contain the following documents duly signed in all pages:
 - a) Brief details and objectives of the work.
 - b) General instructions to the Project Management Consultant.
 - c) Draft agreement to be entered by the successful Project Management Consultant consisting of scope of services, terms and conditions, time schedule, terms and stages of payment.
 - d) Confirmation of acceptance of the terms and conditions in the Proforma-A.
 - e) Bio Data of the Architect/Engineers, with details of project recently undertaken, as per Proforma-B.
 - f) Copies of the Audited Balance Sheet for the last three years along with profit and loss statement.
 - g) Copies of documents supporting details mentioned in Proforma - B like valid Income Tax / PAN card, GST registration No., Registration with Council of Architect, work order and certificate from clients for completion of the work, firms' registration, etc.
 - h) Application Fee of Rs.1000.00 (Rupees one Thousand only) – non – refundable by crossed Demand Draft/ Pay Order/ Banker's Cheque payable at Guwahati and drawn in favour of Assam Gramin Vikash Bank. *(The bidders who have participated in the previous tender reference no. AGVB/RFP/RSETI/01/2019-20 dated.29.05.2019, do not require to pay the application fee of Rs. 1000/- if participated in this re-tender process.)*
 - i) Any other details of the Firm.

Bidder should note that financial aspects of the offer should not be disclosed in any way, in the technical bid and such technical bids consisting financial aspects are liable for rejection.



- 2.2. The **second envelope** to be superscribed as "**Financial Bid**" quoting fee for complete service in **Proforma - C**. No other terms and conditions or information shall be furnished in the financial bid other than the fee. The bidders are requested to refer to the terms and conditions in the draft agreement enclosed while quoting the fees.
- 2.3. These two envelopes put in an outer envelope to be superscribed as "**Engagement of Project Management Consultant for Construction of RSETI Kamrup (Rural) at Amingaon, Kamrup district, Assam**" have to be submitted as detailed in Notice Inviting Offers (NIO).
- 2.4. Only the original offer documents issued/ downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proforma which shall be submitted in the letter head. Wherever required, particulars can be submitted in Annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract.
- 2.5. **Delay in submission:** Delay in submission of any part arising due to postal or any other irregularities at any stage will not be considered. The bank will not be responsible for any damage in transit in case of postal delivery / delivery through courier service.
- 2.6. All pages of tender document should bear initial at the lower right hand corner or signed wherever required in the tender papers by the Tenderer or by a person holding power of attorney authorizing him / her on behalf of the Tenderer before submission of the tender. A copy of the Power of Attorney to be submitted along with Technical bid. All corrections and alterations in the entries of tender papers shall be signed with full signature by the Tenderer with date. No erasers or overwriting are permissible. All tenders in whom any of the prescribed conditions are not fulfilled or incomplete in any respect or not signed on each page of the tender document are liable to be rejected.

3. **METHOD OF EVALUATION:-**

- 3.1. The Technical bid will be opened on a prefixed date as indicated in notice inviting offers.
- 3.2. Acceptability of Technical bid will depend on the qualification and credentials of the bidder and they being prepared to undertake the work as per the terms and conditions as provided in this document and as detailed in the scope of work (furnished in draft agreement).
- 3.3. The Project Management Consultant will be pre-qualified based on: -
 - a) Experience
 - b) In-house expertise in structural engineering, electrical, landscape, Air-conditioning facilities antecedent to erection of building.
 - c) Experience in Project Management Services of multi-storied commercial/institutional building with all services preferably to PSU, Banks,



Govt. institutions, etc., carried out in last five years for at least one similar project having built up area of 6400 Sq ft and / or at least two similar projects having built up area 4000 Sqft for each project.

- d) Ongoing projects in hand.
- e) Ability to take total responsibility of obtaining statutory approvals and project management capabilities at Assam (Please support with your details).
- f) Manpower facilities for site supervision, credentials, adherence to timeliness and such other criteria etc.
- g) Conversant and adept in construction techniques unique to north-east India and hilly terrain. Conversant with construction of building with seismic resistance as north-east India falls under Seismic Zone-V (Highest Risk Zone).

3.4. Offers of those finally found eligible shall only be considered and their financial bids will be opened on a prefixed date as indicated in notice inviting offers.

3.5. The Bank reserves the right to accept or reject any bids without assigning any reasons whatsoever.

4. The responsibility of getting sanctions from statutory authorities shall be that of the Project Management Consultant. Further, Project Management Consultant shall facilitate the Bank and or Contractor in getting Commencement Certificate, Occupancy certificate, Service Connections, from statutory / local bodies by providing required number of as built plans/drawings, meeting the concerned statutory authority's officials etc. **Fee quoted should include all these services and Bank shall pay only statutory payments to be made to the statutory / local authorities against receipts of such authorities.**



5. The fee to be quoted by the Project Management Consultant shall include all charges / fees etc. payable by the Project Management Consultant to the professionals / specialized agencies/ site engineers etc. Fees payable should include GST. Hence such taxes shall be remitted to the concerned statutory authorities. Any such fees/charges payable on account of any fresh statutory legislation, where the client is bound to bear such charges shall be paid. In case of the fees payable by the Project Management Consultant to the professionals/specialists engaged by them like Structural Engineers, Specialized Architects in the panel of Municipality engaged for Plan approval, Consultants for Electrical works etc., the Project Management Consultant fee shall include all incidental, liaison expenses, GST etc. and Bank shall not be liable to pay anything extra cost.
6. The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The Bank reserves the right to accept/select any or reject any of the offers or all the offers without assigning any reason.
7. The successful Project Management Consultant shall undertake the services by themselves except for the specialist / services associate consultant and shall not sublet or assign or transfer or sub contract any part of the services. No personnel employed by the Project Management Consultant or associate consultant for the work will be liable for any sort of compensation or employment from the Bank.
8. **The successful Project Management Consultant shall execute the agreement on a stamp paper of appropriate value.**
The bidder shall sign the draft agreement and submit the same as token of acceptance, which shall be valid till the formal agreement is signed. All the documents and correspondence will form the part of contract.
9. Canvassing in favour of the offer is strictly prohibited and any form of canvassing may make the offer liable for rejection.
10. Applicants shall furnish the names and designations of close relatives who are working in Assam Gramin Vikash Bank, if any.
11. Even though the tenderers meet all the aforesaid criteria, they are subject to be disqualification if they have (the Bank has the right to verify particulars furnished by the tenderers):
 - Made misleading or false representation in the forms, statement, conditional bid / proposal and / or,
 - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, financial failures, etc.
 - Or any other information (present or expected in future) detrimental to interest of the Bank.
 - Engages any contractor or any person to associate with completion of building project, having record detrimental to the Bank.



PROFORMA-A

Subject: Engagement of Project Management Consultant for Construction of RSETI buildings at Kamrup (Rural) under Kamrup district

CONFIRMATION FOR ACCEPTANCE OF THE OFFER

I / We have read and examined the Notice Inviting offer, the draft agreement to be entered with and understood all its contents and all other relevant particulars.

I / We are fully qualified to provide the professional consultancy services to the said work and have understood the scope of services, terms and conditions, Bank's time schedule, We are agreeable to extend our professional services for the subject project and the professional charges have been conveyed separately in "**FINANCIAL-BID IN PROFORMA -C**" furnished.

I/ We fully understand that you are not bound to accept the lowest or any offer you may receive.

I / We agree that until a regular agreement is executed, this document with the Bank written acceptance thereof shall constitute a binding contract between us.

Place:

Date:

Signature
Name and Designation
Seal of organization

(Please submit this acceptance letter in your letterhead with technical bid.)



Subject: Engagement of Project Management Consultant for Construction of RSETI buildings at Kamrup (Rural) under Kamrup district

APPLICATION FORMAT

Sl. No	Description	Details	Relevant Document enclosed (Yes/No)	Document enclosed details	Any remarks
1	a. Name of the Applicant				
	b. Address				
	c. Telephone No. Office Residence Mobile Fax E-Mail				
	d. Address of Local Office in Assam				
2	a. Status of the Firm (whether company / Partnership / proprietary)				
	b. Name of the Proprietor / Partners / Directors (With professional qualifications, if any)				



	c. Year of establishment				
3	Whether registered with Registrar of Companies / Firm. If so, No. and Date				
4	a.Registration with Tax Authorities				
	b. Income-tax No. , PAN/GIR No. (Furnish copies of 3 years Income-tax returns)				
	c.GST Registration Number (Furnish the latest copies of the returns filed)				
	d.Registration Number with Council of Architects (Furnish copy)				
	e.Validity of the Membership (Furnish copy)				
5	Minimum average turnover of at least Rs.50.00 Lakh (Rupees Fifty lakh) only for last three financial years.				



6	Experience in Project Management Services of multi-storied commercial / Institutional building with all services preferably to PSU, Banks, Govt. institutions, etc., carried out in last five years for at least one similar project having built up area of 6400 Sqft and / or at least two similar projects having built up area 4000 Sq.ft. for each project.				
7	Not be Black listed by any Govt. / PSU organisation.				A self-declaration letter required.

Other Relevant Information:

1. Names of the Bankers with address

I)

II)

2. Turnover of the Company / firm (Please attach copy of documents in support of the details).
(Indicate only Professional fees and not cost of works)

Sl. No.	Year	Turnover (Rs. In Lac)
1		
2		
3		



3. Registration with Government / Public Sector/ Banks / Corporate if any (Furnish copy)

Name of the organization	Nature of works	Value of works	Date of registration

4. What are your fields of activities? Mention the fields on preference Basis

1)

2)

3)

5. Details of the works executed or in progress during the last 5 years (please mention only such works of comparable nature)

Sl. No.	Name of work/ Project with address	Work executed for (organization with address, concerned office and telephone no.)	Nature of work (in brief)	Location of the work	Actual value of the works	Stipulated time of completion	Completion date / Present status

Note: Copies of work orders / appointment letters along with client's satisfactory completion certificate shall be enclosed. Also, photo images, Videos, power point presentations of works handled, in soft copy form (Compact Discs) may be submitted.

6. Key personnel permanently employed in your organization:

Sl. No.	Name	Qualifications	Experience	Particulars of work done	Employed in your firm since	Any other



7. Furnish the names of three responsible clients/ persons to whom the major works of similar nature carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.

Name of the Official	Organization and address	Contact numbers

8. Details of work under litigation

Sl. No.	Name of Client	Actual awarded amount	Disputed amount	Cause of litigation and matter of dispute

9. Furnish the details of AWARDS, CITATIONS etc. received in recognition of your services in projects designed / associated

Year	Name of the Award with details	Name of the organization from whom award was received	Name of the project for which award was received

Declaration

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexure.
3. I / We agree that the decision of Assam Gramin Vikash Bank in selection will be final and binding to me 1 us.

Place:

Signature

Name and Designation

Date:

Seal of organization



PROFORMA -C

“FINANCIAL BID – FEE STRUCTURE”

To,
The General Manager
Head Office
Assam Gramin Vikash Bank
Mahapurush Srimanta Sankardev Path, Bhangagarh
Guwahati - 781005

Subject: Engagement of Project Management Consultant for Construction of RSETI at Kamrup (Rural) under Kamrup district

This is with reference to your notice inviting offers for Engagement of Project Management Consultant for the above mentioned project.

I / We have read the notice inviting offer, general rules and instructions and the draft agreement to be entered by the successful bidder. I / We also understand that Bank reserves its right to accept or reject any or all the offers partially or wholly.

I / We am / are fully qualified to provide consultancy services for the said work and have understood the scope of services, terms and conditions. Accordingly, we are agreeable to extend our professional services for the subject work on the following charges:

Consultancy fees as per clause 5(a) of the "Conditions of Agreement", for complete Architectural/Structural and other consultancy services including cost towards coordinating with various agencies and authorities, obtaining necessary NOCs / clearances from Corporation Authorities / concerned Development Authorities and for taking responsibility in obtaining commencement certificate and occupancy certificate.

The fees is further inclusive of salary and/or any other financial benefits to be paid by the Project Management Consultant to the Site Engineer and Supervisors to be engaged by PMC for on site supervision of the project from the date of commencement of construction works till completion of the project.

Amount :

		Percentage	Amount (Rs.) Considering Approx. estimate of work on plinth area basis is Rs.1,00,00,000.00
Fees based on estimated cost of the project	In figures		
	In words		



**Total Value of Consultancy including Construction Management cost for the total project from "Inception to Completion" = Rs.....
(In Figures)**

(Amount In words):
**Rupees.....
.....
.....
.....)**

The above fee is payable based on the cost as indicated in clause 5 of the Conditions of Agreement plus applicable GST.

I / We fully understand that you are not bound to accept the lowest or any offer you may receive.

Place:

Date:

Signature
Name and Designation
Seal of organization

Submit this financial bid in a separate sealed envelope



SECTION 4 - AGREEMENT WITH THE PROJECT MANAGEMENT CONSULTANT

Memorandum of agreement, made at.....this..... day of the month of..... in the year..... between Assam Gramin Vikash Bank having its Head Office at Mahapurush Srimanta Sankardev Path, Bhangagarh, Guwahati, Pin – 781005 represented by its duly constituted attorney / General Manager (hereinafter referred to as Bank) which expression shall unless excluded by or repugnant to the context be deemed to include their successors, and assigns in office) of the one part and M/s. Project Management Consultant, having its office at (hereinafter referred to as the Project Management Consultant) which expression shall unless excluded by or repugnant to the context, be deemed to include their successors and assigns of the other part.

Whereas the Bank is desirous of undertaking the construction of building in accordance with the general requirements; and whereas the Project Management Consultant have agreed to perform the services as set out and subject to the terms and conditions set forth in the said conditions' herein under.

Now, these present witnessed and it is hereby agreed and delivered by between the parties hereto as follows:

The Bank appoints the Project Management Consultant and the Project Management Consultant accepts the work on a clear understanding that the Project Management Consultant shall not be an employee of Bank for any reason whatsoever including for the reason of his/her Engagement by virtue of this agreement and on the terms and conditions set-forth as stated in the foregoing, which shall form part and parcel of the agreement.

In witness whereof, the parties hereunto have set their hands and seals the day and year first above written.

For and on behalf of
M/s

For and on behalf of
the
Assam Gramin Vikash
Bank

In the presence of:

- 1.
- 2.



SECTION 5 - CONDITIONS OF AGREEMENT

Date..... between the Assam Gramin Vikash Bank and M/s.....**for Construction of RSETI Kamrup (Rural) buildings at Amingaon, Dist.- Kamrup, Assam.**

1. Definitions

For the purpose of the agreement, the following words and expression shall have the meaning hereby assigned to them except where the context otherwise requires:-

- i. 'Approved' means approved by Bank's representative in writing including subsequent confirmation of previous approval and 'Approval' means approval by Bank's representative in writing as above said.
- ii. 'Bank' means the Assam Gramin Vikash Bank which expression shall unless excluded by or repugnant to the context include its representative.
- iii. 'Bank's representative' means the General Manager, Assam Gramin Vikash Bank, Head Office, G S Road, Bhangagarh, Guwahati - 781005 or any person authorized by him as would be in charge of the work and would sign the agreement on behalf of the Assam Gramin Vikash Bank.
- iv. Project Management Consultant, means M/s..... or their assigns or successors in office and authorized representative.
- v. Contractor means the person, firm and / or Company whose tender/tenders for..... is / are accepted by the Bank and includes the contractor's personal representative, successors and assigns.
- vi. Buildings shall mean proposed buildings of RSETI, Kamrup (Rural) at Amingaon, Dist. - Kamrup, Assam.
- vii. 'Site' means Govt. of Assam provided sites at Amingaon, Dist.-Kamrup, Assam.

2. SCOPE OF WORK, ROLES and RESPONSIBILITIES

I) PRELIMINARY STAGE:

The Project Management Consultant shall:

- a) Cost estimate as per format of the Bank to provide information in respect of magnitude of work and its components and services and cost of all such items involved.
- b) Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, HVAC (Heating, Ventilation and air/conditioning), fire-fighting, acoustics, interior decoration (if required), street / compound lighting, landscaping, development plans, drains, culverts, compound walls, retaining wall, elevated ramp to car parking space, external lighting indicating scope, specifications and costs separately of such sub- heads. However, the Bank reserves the right to exclude any of the above services from the scope of the Project Management Consultant's work. At this stage, preparation of elevation images, perspective views (both in hard and soft copy form) showing the external



and internal details of the proposed building complex, will be necessary and the same shall be undertaken by the Project Management Consultant at no extra cost.

- c) Obtain the approval of the Bank to (a) and (b) above and to all computations of all structural designs and all services designs which shall be in accordance with the latest IS Codes of practice and/or the codes of practice applicable in the area, Town, City where the work is located. Such detailed computations of all designs shall be made available to the Bank in duplicate along with drawings for any check the Bank may like to exercise for scrutiny before sanction of detailed estimates and call of tenders. The Project Management Consultant shall indicate the names of his consultants for various services and structural designs, their organization, qualifications and experience and get the approval of the Bank to their employment by the Project Management Consultant. The Project Management Consultant shall be fully responsible for the correctness and accuracy of structural and services designs and the safety of the structure shall be entirely that of the Project Management Consultant notwithstanding the approval by the Bank of these designs. The Project Management Consultant and his consultants shall certify in writing that the designs are in accordance with the up-to-date and relevant codes of practice and National Building code.
- d) Programming of work by PERT / CPM / Bar charts, incorporating all activities from planning till completion of the work and working out cash flow.
"This shall include all activities required for successful completion of the project well in time, i.e. preparation of working drawings, structural drawings, detailed drawings, calling tenders etc. including stages of services to be done by the consultants in coordination with the Project Management Consultant, work of various contracting agencies etc. and obtaining various service connections. "
- e) Technical assessment of the project, **getting done exploration work for deciding safe bearing capacity, depth and type of foundation work through specialized consulting firm (the cost of field and laboratory work will be directly paid to such firm by the PMC which is included in the fees quoted by PMC).**

II.) WORKING DRAWING STAGE:

The preparation of working and detailed drawings with details incorporating services and schedule of quantities will be involved in this stage. This will include:

- a. Preparation of working and detailed architectural and structural drawings and detailed estimate and specifications for all items of the above works including internal and external utility services, along with details of quantities, analysis of rates and details of structural design.
- b. Obtaining approval of the Bank to above and modify them if considered necessary by the Bank .
- c. Obtaining approval of local authorities and make any changes required by them.
- d. Direct and co-ordinate the Architectural, Engineering and surveying work and prepare (with help of surveyors and other consultants, as necessary), complete working details, schedules, specifications and bill of quantities to describe the whole project adequately for the purposes of taking Bank's approval and of local body and placing the main and other subsidiary contracts.
- e. Prepare prequalification documents for selection of agencies, prepare according to the approved form of the Bank all contract documents for various trades for calling tenders with articles of agreement, specifications, conditions of contract, special conditions, bill of



quantities including analysis of rates based on market rates, time and progress charts, and obtain approval of the Bank to such final document. Bank shall invite the tenders and Project Management Consultant shall supply adequate number of copies of drawings required to be attached to the tender to clarify the item(s) in the bill of quantities in the tender.

- f. Preparation and submission of model of the work to a suitable scale as and when required by the Bank. The cost of the model shall be approved and borne by the Bank. However, the cost of any computer 3D modelling or walkthrough's if prepared for the purpose of presentation shall be borne by the Project Management Consultant and Bank will not consider any request in this regard.

III.) CONSTRUCTION STAGE:

- a) Scrutiny of the tenders in consultation with concerned authorities and submission of recommendation on the tenders based on proper analysis of rates, market rates of materials and labour, evaluation of financial bid, to assist the Bank in the final selection of the contractor, prepare and complete execution of four copies of contract documents for all trades including drawings, specification etc. complete.
- b) Advising Bank and contractor sufficiently in advance to enable him to get permits, quota certificates, licenses and foreign exchange, if required.
- c) Assist the contractor to prepare a works progress schedule.
- d) Supply the contractor such further drawings, specifications and details which may be required for proper execution of the work.
- e) Obtain Bank's prior approval for any substitution, omission, addition or deviation in design or cost or the working drawings or schedule and specifications or item of work from the approved scheme/contract by working out financial benefit, if any, to the contractor.
- f) Periodic supervision of the work by the PMC / PMC's consultants to ensure that the work is executed as per drawings and signs and specifications and to certify the same in every bill and certify that the measurements recorded and the bill prepared is in order as per contract agreements for the works.

IV.) CONSTRUCTION MANAGEMENT

Construction Management services to be provided by the Project Management Consultant will include:

- a) Check and approve shop drawings submitted by the contractor.
- b) Give necessary on site supervision and inspection by employing experienced and qualified Civil/Electrical Engineer/Supervisor, to ensure that the works are being executed strictly in accordance with the contract, working drawings, specifications and as per program.
- c) Have effective control over quantities and cost of various trades, advise the Bank sufficiently in advance with justification if the total of sanctioned expenditure on various item of work is likely to be exceeded.
- d) Advise the Bank if the contract time is likely to be varied and reasons thereof.
- e) Advise the Bank on changes, if necessary, for technical reasons.
- f) Check contractor's application for payment, evaluation of work completed for interim and final payments and issuing certificates for authorizing payment. Such certificates shall show details of quantities of various items of work which shall be check measured by the Project



Management Consultant in each running bill and certified, abstract of quantities, rates and cost and shall indicate separately advances of materials if any, or any other advances, recoveries of advances, recoveries of materials used and issued with theoretical consumption and actual consumption of cement and steel etc. for each bill, gross and net amounts payable and shall be specifically certified by the Project Management Consultant about its correctness and that the work included for payment is as per approved drawings and specifications and measurements have been checked of each item. The Project Management Consultant shall grant such certificates on the understanding that he/she shall be held personally responsible for any over-payment, temporary or otherwise, which may occur in consequence thereof or any defective work.

- g) Certify accounts of work, materials etc.,
- h) Certify the final completion of work.
- i) Obtain completion and occupation certificates from the local bodies after completion of work and supply the same to the Bank.
- j) Prepare completion drawings including elevation and sections and structural details indicating details of building and all services and supply four sets of completion drawings to the Bank, verify and confirm identification marks on service installation, cables, wires etc., for easy identification.
- k) Appear on behalf of the Bank before Municipal assessor or such other authorities in connection with settlement of rateable value.
- l) Assist the Bank in arbitration, litigation case that may arise out of the contract entered into in respect of the above work.
- m) The PMC will be nodal and accountable to the Bank for timely execution of all stages of erection, completion and ready for occupancy by the Bank and the related works with the stated job.

3. PAYMENT OF REMUNERATION:

a) **The consultancy fees:**

The Bank agrees to pay to the Project Management Consultant for the professional services to be rendered by him as hereinabove described at 2 (I, II, III and IV) the following fees:-

A fee calculated at the rate of% of the cost of work but not exceeding the accepted tendered cost of the work including cost of any materials, carriage or labour directly issued to the work and not included in the tendered cost, including entrusted services but excluding inadmissible items (Clause 6), subject to a ceiling of the cost of the corresponding items as per sanctioned estimate (Clause 2 I(a) and/ or (b) or in the event of changes in the scope of work by the Bank leading to recasting of the said estimate, the ceiling shall be based on such revised sanctioned cost of the modified proposal. Fees is including charges towards submission of drawings having various floor plans, elevations, sections, site map in required number of sets as per local bylaw requirements with necessary applications to all statutory authorities, coordinating with various agencies and authorities, obtaining necessary NOC's / clearances and obtaining commencement certificate as per approved Building Plan of Govt. of Assam and occupancy certificate.

The fees is further inclusive of salary and/or any other financial benefits to be paid by the Project Management Consultant to the Site Engineer and Supervisors to be engaged by PMC for full time on site supervision of the project from the date of commencement of construction works till completion of the project.



- b) **The above fees at 5 (a) are inclusive of fees payable by the Project Management Consultant to any other consultants and the associates and nothing extra shall be payable by the Bank. It shall include all miscellaneous and incidental charges payable to the local authorities for approval of plans, sanction of service connections, occupation certificate, etc. but will exclude statutory charges payable for service connections, statutory levies and non-refundable deposits, which will be paid by Bank directly on demand / against receipt from the respective Statutory Authority.**

Any amount paid to the Project Management Consultant as adhoc payment for the preparation of project report and conceptual drawings shall be adjusted in the first bill against above mentioned fees at (a) above.

The consultancy fee in 3(a) will be paid in instalments as specified below, subject to recovery of security deposit as per clause 6 below:

- i) On finalization of detailed working drawings of all disciplines given below: - [item 2 II (a, b, c, d and f)] CIVIL]

Electrical and Air-conditioning} on respective estimated costs.....
5%

Others }

- ii) On finalization of detailed structural drawings and structural Calculations5%

- iii) On finalization of detailed estimate and tender documents, including in respect of all services viz on completion of stage as per item 2 II(e) 15%

- iv) On receipt of tenders, advising on tenders, finalisation and award of all contracts, including specifications and handing over constructional drawings to contractor item 2 II (a to e).....5%

v) During construction stage:

- a) During execution of work in proportion to the certified value of the running bills Item 2 IV (a to g)40%
- b) On finalization of all work and final bills and accounts completion drawings and obtaining completion certificates from local bodies etc., viz. on completion of item 2 III (f) and 2 IV (h to k).....20%
- c) On successful completion of defects liability period after completion of all assigned work and on completion of all responsibilities under this agreement except under any future (anticipated) liabilities under 2 IV (k and l) and 22.....10%



4. COST OF CONSTRUCTION:

The cost of the following items shall not be included in the cost of construction for purpose of working out of consultant fees: -

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

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

5. Penalty

5.1 If any delay in execution is attributable to the fault of the PROJECT MANAGEMENT CONSULTANT, Bank shall be entitled to recover damages at the rate of 0.5% of the total fees per week of delay limited to maximum of 10%.

5.2 This penalty is independent of the security deposit.

6. Security Deposit and Performance Bond

6.1 The Project Management Consultant will furnish to Bank a Security Deposit in the form of a Bank Guarantee for an amount of 5% of their total fees (approx.) within 30 days of the date of agreement. On completion of the project, the Bank Guarantee against Security Deposit will be converted into a Performance Bond to be valid for 12 month from the date of virtual completion of last contract.

6.2 If during the period of contract, it is established to the satisfaction of the Bank that certain risk of damage or loss has occurred due to defective supervision of work, the Project Management Consultant shall not be entitled for fees for execution of such affected parts of the work, cost of which will be worked out by the Bank and the PMC.



7. ADDITIONS AND ALTERATIONS:

- i. The Bank shall have the right to request in writing changes, additions, modifications or deletions in the design and drawing of any part of the work and to request in writing additional work in connection there with and the Project Management Consultant shall comply with such request.
- ii. That if the Bank deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the Project Management Consultant for making changes and additions to the drawings, specifications and other documents due to rendering major part of whole of his/her work in the fructuous, Project Management Consultant may then be compensated for such extra services and expenses on quantum merit basis at percentages applicable under this agreement and to be determined mutually unless such changes, alteration are due to consultants own commission and / or discrepancies including changes under clause 2 I(a) and (d), 2 II (b) and (c) due to changes required by Project Management Consultant of all internal, external services. The decision of the Bank shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Project Management Consultant. However for the minor modification or alteration which does not affect the entire design, planning etc., no such amount will be payable.
- iii. If it is found after call of tenders that the tender is not within the sanctioned amount, the Project Management Consultant shall if so desired by the Bank take steps to carry out the necessary modifications in the design and specifications to see that the tendered cost does not exceed the amount of corresponding sanction by more than 10%. The Project Management Consultant shall not be paid anything extra for such modification. If the Bank is convinced that the trend of market rates is such that the work cannot be done within the amount of sanctioned estimate, the Project Management Consultant shall submit a revised estimate expeditiously for obtaining sanction of the competent authority.
- iv. The Project Management Consultant shall also prepare the necessary draft letters for any major changes for Banks approval and execution in accordance with the contract documents and shall have authority to order minor changes in the work not involving any adjustment of the contract sum or any adjustment in contract time and which is not inconsistent with the terms of contract documents.
- v. The Project Management Consultant shall not make any material deviation, alteration, additions to or omission from the work shown and described in the contract documents except for structural safety and emergencies, without first obtaining the written consent of the Bank.
- vi. All extra items, omissions deviations and substituted items and their proposed rates shall be brought by the Project Management Consultant to the notice of the Bank and supported by analysis of rates, statement of financial benefit, if any, to the contractor and Banks approval shall be obtained before authorizing the contractor to execute them.
- vii. The cost of Individual works shall not exceed the sanctioned estimate as approved by the Bank. Bank's approval in advance shall be taken for any such increase anticipated giving full justification.



8. TIME SCHEDULE:

Commencement of work: The commencement of work will be considered from 7th day after the date of issue of award letter to the Project Management Consultant mentioned in clause 2 I (a, b, c, d and e) - **3 (three) weeks**.

- a) Completion of services mentioned in clause 2 II (a, b, c, d and f) - **6 (six) weeks** after approval of preliminary drawings from Bank, including obtaining necessary NOCs.
 - b) Preparation of contract documents for call of tenders clause 2 II (e) - **2 (two) weeks** after approval of working drawings.
 - c) Scrutiny of tender as mentioned in clause 2 III (a) - **2 (two) weeks** after receipt of tenders,
 - d) Anticipated period of construction to cover the services mentioned in 2 III (b, c, d, and e) and IV (a) to (g), during the progress of work as provided in contractor's agreement. – **36 (thirty six) weeks**
 - e) Completion of services as mentioned in 2 IV (h, i, j) - after virtual completion of the work- **3 (three) weeks**.
 - f) Assistance in assessment arbitration as mentioned in 2 IV (k and l) - whenever required.
9. The time allowed for carrying out the work as specified in clause 8, shall be deemed to be the essence of the contract on the part of the Project Management Consultant. The work shall throughout the stipulated period of the contract be processed with all diligence and in the event of failure of the Project Management Consultant to complete the work within time schedule as specified above or subsequently notified to him the Project Management Consultant shall pay as compensation amount equal to 0.5 (half) per cent or such smaller amount as the Bank may decide on the total fee payable for every week that the work remains unfinished after the specified date subject to a maximum of 10%.

10. Conflict of Interest:

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

The contract shall include provisions limiting future engagement of the consultant for other services resulting from or directly related to the firm's consulting services in accordance with following requirements:-

- a. The PMC shall provide professional, objective, and impartial advice and at all times hold the employer's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their interests. PMC shall not be hired for any assignment that would be in conflict with their prior or current obligations to other employers, or that may place them in a position of being unable to carry out the assignment in the best interest of the employer. Without limitation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:
 - i. **Conflict between PMC activities and procurement of goods, works or non - consulting services (i.e., services other than consulting services covered by these Guidelines) -** A firm that has been engaged by the employer to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall be disqualified from providing consulting services



resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall be disqualified from subsequently providing goods, works, or services (other than consulting services covered by these Guidelines) resulting from or directly related to the consulting services for such preparation or implementation. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Contractor's obligations under a turnkey or design and build contract.

- ii. **Conflict among consulting assignments** - Neither PMC (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants assisting an employer in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
 - iii. **Relationship with employer's staff** - PMC (including their experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff of the Employer (or of the project implementing agency) who are directly or indirectly involved in any part of (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract, or (iii) the supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.
 - iv. **A PMC shall submit only one proposal**, either individually or as a joint venture partner in another proposal. If a PMC, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a PMC firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.
- b. **Unfair Competitive Advantage** - Fairness and transparency in the selection process require that PMC or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Employer shall make available to all the short listed consultants, together with the request for proposals, all information that would in that respect give a consultant a competitive advantage.

11. Professional liability –

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

12. RESTRICTION / SUSPENSION:

The Bank reserves the right of restricting the Project Management Consultant's services to the preparation of Project Management Consultant and structural detailed drawings specifications and estimates and make other arrangements for inviting tenders and supervision of work after



with-drawing such work from him or suspend the work due to administrative reasons. The Project Management Consultant shall, in that case, will be entitled to payment of fees on prorated basis as per Clause 3 (a) only for the services entrusted to him.

13. ABANDONMENT OF WORK:

That if the Project Management Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as aforesaid, the Bank may make full use of all or any of the drawings prepared by the Project Management Consultant and that the Project Management Consultant shall be liable to refund all the fees paid to him up to that date plus such damages as may be assessed by the Bank subject to a maximum of 10% of the total fees payable to the Project Management Consultant under this agreement.

Provided, however that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the Project Management Consultant shall be liable only to refund any excess payment made to him / her over and above which is due to him in accordance with the terms of this agreement, for the services performed by him / her till the date of termination of agreement.

14. TERMINATION:

That this agreement may be terminated at any time by either party upon giving three months' notice normally and in exigent circumstances with one month notice to the other and in the event of such termination the Project Management Consultant shall be liable to refund the excess payment if any made to him over and above what is due in terms of this agreement on the date of termination. The Bank shall make payment of fees for the services already rendered by the Project Management Consultant and the Bank may make full use of all or any of the drawings and details prepared by the Project Management Consultant.

15. ARBITRATION

That if any dispute, difference or question shall at any time arise between the parties in respect of the meaning or construction of this agreement, or covering anything therein contained or arising out of this agreement, or the validity of the enforcement thereof which cannot be settled mutually, shall within 30 days (or such longer period as may be mutually, agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to sole arbitration by a person selected by the Project Management Consultant out of the panel of three names supplied by the Bank and appointed by the General Manager, Head Office, Guwahati within 30 days from such selection by the Project Management Consultant.

The arbitration proceedings will be conducted in accordance with and be subject to the Indian Arbitration Act 1940 as amended from time to time and the decision of the arbitrator shall be final and binding on the parties.

The Arbitrator will have his seat at Guwahati, Assam or at such places in Assam as decided by appointing authority. The Arbitrator may, with the written consent of the parties, extend time for making and publishing the award.

The Project Management Consultant shall continue to perform his duties with diligence notwithstanding the fact that the dispute has been referred to Arbitration or any dispute or difference has arisen.

It is also the term of the agreement that if the Project Management Consultant does not make any demand for arbitration in respect of any item in writing within 90 days of receiving intimation from



the Bank that the final bill is ready for payment, the claim of the Project Management Consultant will be deemed to have been waived and absolutely barred and the Bank shall be discharged and released of all liabilities under the agreement in respect of these claims.

16. NUMBER OF DRAWINGS SETS ETC. AND COPY RIGHT:

All the estimates, details of quantities, detailed design, report and any other details envisaged under this agreement including drawings-architectural, structural, and electrical, AC or other services (Internal and External) should be supplied by the Project Management Consultant without any extra cost. Apart from submitting the hard copies, soft copies of all the drawings, details, designs shall also be submitted to the Bank for bank's record and future reference at no extra cost.

- i. All such drawings and copies as are required to be submitted to the local authorities for approval of drawings and construction and for sanctioning all service connections, including all drawings required for resubmissions incorporating any changes or amendments required by such authorities.
- ii. Two sets of all drawings for contractors of various trades
- iii. Two sets of all drawings for clerk of works/ Site Engineer
- iv. One set of drawings for all consultants, whether employed by the Project Management Consultant or the Bank.
- v. Two sets of all drawings to the Bank.
- vi. Two sets of original drawings approved by the local authorities with their seal and two sets of final completion drawings including structural and services drawings with all amendments, services identification marks and layouts of all services to the Bank, along with one complete set of final structural and services design with calculation. One complete set out of this shall be reproducible copy on A 1 size. Cost of supplying copies of drawings over and above the above sets shall be reimbursed by the Bank. All these drawings will become the property of the Bank and the Bank will have the right to use the same anywhere else. The drawings cannot be issued by any other persons, firm or authority or used by the Project Management Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Bank and its authorized representative.
- vii. If any changes are made in the drawings already issued, whether by the Project Management Consultant or as required by the Bank, additional copies of drawings as mentioned in (ii) to (v) above, shall be issued.

17. GUARANTEE

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

The Bank may make good the loss by recovery from the dues / security deposits of the Project Management Consultant in case of failure to comply with the above clause.

18. DETERMINATION OR RECESSION OF AGREEMENT:

The Bank without any prejudices to its right against the consultants in respect of any delay by notice in writing absolutely determine the contract in any of the following cases: -



- a) If the Project Management Consultant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a Manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or Manager or which entitles the court to make up a winding order.
- b) If the Project Management Consultant is not pursuing the project with due diligence within the time lines committed or commits breach of any of the terms of the agreement and when the Project Management Consultant has made himself / herself liable for action under any of the cases aforesaid the Bank shall have powers
- c) To determine or rescind the agreement.
- d) To engage another Project Management Consultant to carry out the balance work debiting the Project Management Consultant the excess amount if any so spent.

19.

- i. The Bank may have the work inspected any time by any officer nominated by the Bank who shall be at liberty to examine the records check estimates, structural designs and verify measurements and the quality of work.
- ii. The Engagement of Bank's own supervisory staff if any, does not absolve the Project Management Consultant of his responsibility of supervision. The Project Management Consultant shall remain solely responsible for the quality of material, workmanship, structural soundness designs and construction and for all provisions of the contract so as to satisfy the particular requirement of the specifications.

20.

- a) The Project Management Consultant shall be fully responsible for the technical soundness of the work and furnish a certificate to that effect including the work of consultants and specialist engaged, if any, by him / her and also ensure and give a certificate at every bill stage that the work is carried out strictly in accordance with drawings and specification.
- b) The Project Management Consultant shall supply to the supervising staff, if so engaged by the Bank, copies of all documents, instructions issued to contractors relating to the work drawings, specifications, bills of quantities and also other documents as may be required for proper supervision, free of cost.

21. All instruction to the contractor affecting the rules and provisions of contract shall be issued by the Project Management Consultant in writing after obtaining proper approval in writing from the Bank and copies of such instructions shall simultaneously be supplied to the Bank.

22. The Project Management Consultant shall be required to maintain his own accounts for certifying the contractor's bill and progress of work etc. These shall be properly handed over to the Bank before final payment under this contract.

23. The Project Management Consultant hereby agrees that the fees to be paid as provided herein (clause 3) will be in full discharge of function to be performed by him and no claim whatsoever shall be against the Bank in respect of any proprietary rights or copy rights on the part of any other party relating to the plans, models and drawings.

The Project Management Consultant shall indemnify and keep indemnified the Bank against any such claims and against all cost and expenses paid by the Bank in defending itself against such claims.



24. Notwithstanding the completion of the work as per Agreement entered hereto, the Project Management Consultant agrees and undertakes the responsibility to suitably reply to the Bank's queries that may be raised by any authorized inspection agency of the Bank or the Government.

25.

- a) In case it is established that due to fault of Project Management Consultant or external agencies / consultant appointed by the Project Management Consultant, if the Bank has to pay any extra amount due to over-run of the Project, over measurements - faulty description of tender item or any other lapse on the part of project architect necessary recovery may be effected from the Project Management Consultant / Consultant's fees as per provision of Section 73 of Indian Contract Act 1872 under section 30 of Architects Act 1972 (Central Act No.20 of 1972) and / or project Architect / Consultant may be debarred from employment for specified period and/or black listed depending on gravity of the lapses on the Project Management Consultant.
- b) If work carried out by the Project Management Consultant or consultants appointed by Project Management Consultant is found to be sub-standard or un-duly delayed on his account, the concerned bank should report to IBA, misbehaviour of the Project Management Consultant and IBA in turn should inform all the member banks, after examining veracity of the Bank's version, not to deal with such Project Management Consultant by way of punishment to him."

26. For the purpose of supervision and site activities, the Project Management Consultant shall employ or engage suitably qualified and experienced engineer at the cost quoted as under:

- a) One Project Engineer for overall control, co-ordination and liaison purpose, who shall be a Civil Engineer with sufficient experience in civil construction works of similar nature.

For and on behalf of

For and on behalf of the

M/s

Assam Gramin Vikash Bank

In the presence of:

1.

2.