

**REQUEST FOR PROPOSAL (RFP) APPOINTMENT OF PROJECT  
MANAGEMENT CONSULTANT(PMC) FOR PROPOSED CONSTRUCTION  
AND DEVELOPMENT OF OFFICE BUILDING AT VACANT PLOT OF LAND  
SITUATED AT IT PARK SAHASTRADHARA ROAD, SIIDCUL, DEHRADUN  
ON “TURNKEY BASIS “**

**(Only for Central/State Government Organizations/ Central/State Government  
Construction Agencies/ Public Sector Undertakings/State authorized agencies in  
Consultancy and building Construction Activities)**

**RFP invited by**



**The Nainital Bank  
Limited**

The Nainital Bank Ltd.,  
Premises Department  
Seven Oaks Building, Head Office, Nainital--263002  
Ph No: 05942-233347  
Email [premises@nainitalbank.co.in](mailto:premises@nainitalbank.co.in)

**RFP No.102/NTB/PREMISES/2023-24/001**

<b>Date of issue of Tender</b>	<b>04.11.2023 office hours.</b>
<b>Last date for submission of tender</b>	<b>25.11.2023</b>
<b>Tentative date and time of Pre bid Meeting</b>	<b>20.11.2023, 3:30 PM at Nainital, Uttarakhand</b>

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## **INVITATION FOR RFP**

The Nainital Bank Ltd. intends to construct and develop Office building at bank's own plot sizing 1868.45 sq.mt at IT PARK, SAHASTRADHARAROAD, SIIDCUL Dehradun on 'Turnkey Basis'. In this regard, the Bank invites RFP - from Central/state Government Organizations / Central/state Government Construction Agencies / Public Sector Undertakings / State authorized agencies (related to engaging consultancy & construction activities) engaged in Consultancy and building Construction Activities for being engaged as "Project Management Consultants".

The building is proposed to accommodate Regional Office of Bank, canteen, meeting hall, Staff Training Center, Conference Hall, Centralized Call Center, Currency Chest etc. along with parking facilities.

The building will be having all modern installations like HVAC, Lifts, Building Management System, Fire Fighting System, UPS, DG Sets etc. Bank intends to develop Green Building Property (3 star Griha rating system).

1	Name/Nature of work	Appointment of "Project Management Consultant" for construction of office building on Turnkey Basis (from Concept to commissioning)
2	Estimated cost of construction	Rs.20 Crore (approx.)
3	Time period of Execution/completion of Bank	24 months
4	Pre-Bid meeting date and time  Bid validity period	20.11.2023, 3:30 PM at Nainital, Uttarakhand  180 days
5	Venue of Pre-bid meeting:	Head Office, Nainital
6	Date and Time of Opening of Technical Bids :	
7	Cost of RFP	Nil
8	EMD amount	No EMD will be submitted with the tender. The successful bidder must submit within 07 days the <b>Rs.60 lacs (Rupees Sixty lacs Only)</b> as Performance Security Deposit Bank Guarantee / Demand draft / Pay Order drawn from nationalized bank only in favor of "The Nainital Bank Ltd." payable at Dehradun for the _Defect Liability Period. Please submit covering letter in firm's letter head along with the tender.
9	Submission of RFP :	The RFP shall be submitted in three separate envelopes-, Envelope No (1) Technical Bid and Envelope (2) Price bid. Both the envelopes should be submitted on the same date and time. The Technical Bid and Price Bid are to be placed in two separate individual envelopes, sealed and super scribed as 'Technical Bid' and 'Price Bid' respectively. These two envelopes are then to be placed together in envelope (3) , sealed and super scribed on the outside with the narration <b>"PROPOSAL FOR</b>

			<b>CONSTRUCTION OF OFFICE BUILDING AT BANK'S OWNED PROPERTY AT IT PARK, SAHASTRADHARA ROAD ,SIIDCUL DEHRADUN"</b>	

2. Bid/Application Documents for the RFP consisting of the various works to be executed and the set of terms and conditions to be complied with and other necessary documents which form the part of application form can be obtained in person from "The Nainital Bank Ltd, Premises Department, Seven Oaks Building, Head office Nainital-263002" between 10.00 AM and 05.00 P.M. on all working days of the Bank from 04.11.2023.

3. Alternatively, the application documents consisting of above can be downloaded from Bank's website i.e. [www.nainitalbank.co.in/English/tender.aspx](http://www.nainitalbank.co.in/English/tender.aspx) and the downloaded applications can be used for submission. In case of any ambiguity/discrepancy between the downloaded document and original application submitted in the form of hard-copy, the version of the documents placed on the website shall prevail.

4. The Bank reserves the right to accept or reject, wholly or partly, any or all the applications without assigning any reason whatsoever. Bank's decision in this regard will be final and binding on all applicants.

5. The Bank reserves the right to accept any bid, and to annul the RFP/Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank's decision in this regard will be final and binding on all applicants.

6. Conditional offers will be out rightly rejected.

Sd/-

Vice President(Premises)

The Nainital Bank Ltd.

Head Office, Mallital

Nainital

### **MINIMUM PRE-QUALIFICATION CRITERIA**

**(Documentary proof for each item is to be furnished with Technical Bid)**

**Applicants should fulfil all the following conditions to be eligible for participation in the RFP:**

1. The Organization/Agency shall be Central/state Government Organizations / Central/state Government Construction Agencies / Public Sector Undertakings/ / State authorized agencies (related to engaging consultancy & construction activities) engaged in Consultancy and Building Construction Activities on 'turnkey basis'.
2. The Organization/Agency should have been engaged in providing consultancy and building construction activities for large office buildings/ residential medium rise buildings/commercial premises / Industrial houses for a minimum period of 10 years as on 30.09.2023. **(Documents to be certified must be issued by Company Secretary of the Bidder's organization)**
3. The Bidder has to be profitable and should not have incurred loss(es) in any of the last three consecutive financial years i.e. 2020-2021, 2021-2022 and 2022-2023. **(Documents to be certified & validated by Chartered Accountant (CA) of the bidder's organization)**
4. The average of the annual turnover of the organization/agency during the last three financial years ending 2023 shall be more than Rs. 6 Cr (Rs. Six crore Only) i.e 30% of the estimated value of the project. A copy each of the Audited balance sheet along with profit and loss account statements for 3 financial years i.e. 2020-2021, 2021-2022 and 2022-2023 should be submitted along with the Technical Bid. **(Documents to be certified & validated by Chartered Accountant (CA) of the bidder's organization)**
5. Experience of having successfully completed similar\* jobs i.e. during last 10 years (as of 30.09.2023) should be one of the following:
  - a) One similar\* completed work each costing not less than **Rs.20 Cr**  
OR
  - b) Two similar\* completed works each costing not less than **Rs.12 Cr**  
OR
  - c) Three similar\* completed works each costing not less than **Rs.8 Cr**

(\*Similar Job shall mean: Providing Project Management Consultancy services for construction of Commercial / Administrative / Public / Institutional building including Civil, Electrical, Plumbing, HVAC, Lift work, Building Management System, Fire Fighting System, Interior etc. for – minimum G+4 floors.)

- 6) The agency should have receipt of **professional fee @ 2% to 6%** on completion of similar type of building projects.

('Similar work' shall mean conceptualization, designing and execution as on a " Turnkey Basis", including complete architectural and engineering services, from concept to commissioning (i.e civil works, structural works, plumbing and sanitary work, electrical works, lift, fire safety works, etc), obtaining all necessary approvals from statutory bodies related to works, preparation of detailed estimate for each work, floating, evaluation and processing of tenders, supervision, inspection, execution, project management, testing, commissioning and carry out joint measurements, complete in all respect, ready for immediate utilization and obtain occupation certificate from SIIDCUL/MDDA. Organization/Agency will have to assume full responsibility for completion of the project by

taking up all the works relating and incidental to the above. **(Doc-Copy of Work Order / Contract & completion certificate from competent authority)**

7. The firm should not be blacklisted by any Central Govt. / State Govt. / PSU/Govt. **(Doc-Certificate/declaration signed by the Authorized signatory and self-attestation certificate)**

8. Completion Certificate issued by the authorized officer of the client department will have to be furnished along with the RFP document. The Completion Certificate along with the copy of the client's work order must clearly indicate: -

- a) Date of commencement of work
- b) Date of completion of work
- c) Nature of work
- d) Whether the work has been completed satisfactorily or not.
- e) Value of completed work

9)The organization/Agency shall have a valid PAN number. The copy of the PAN number should be enclosed to the RFP.

10) All the forms provided in the RFP documents must be completed in full and all pages of RFP documents must be signed and sealed before their submission.

11. A copy of the Power of attorney as required under the rules for signing and submission of RFP documents is to be submitted along with the application.

12. The agency shall have offices/ Branch office in Dehradun. No TA/DA shall be paid to the Agency for travelling to/from the headquarter.

13. The firm should be registered for GST. In case the firm is not covered under GST an undertaking must be provided stating the clause under which GST is not applicable to them.

### **SCOPE OF WORK**

#### **a) Pre-implementation Stage:**

- The concept plan and drawing has already been prepared by the onboard Architect. However, in case of any changes/modifications in near future, PMC shall be committed to prepare the plan/layout.PMC will prepare structural drawing in consultation with onboard architect.
- Carry out detailed surveying and soil investigation of the site
- Geographic and Regional Risks of the site (should include, but not limited to soil quality, air testing, humidity testing, water testing etc.).
- Site-related Risks viz. Seismic Study etc.
- Preparation of Detailed Project Report / Feasibility Report for bank's approved concept.
- Building risk expenses.

#### **b) Implementation Stage:**

- On board Architect has prepared the concept plan of the building and map has been approved by the SIIDCUL authorities. Other necessary approval like fire & safety, labour commissioner have also been taken. However, PMC shall submit the other pending approvals to the Bank, if any and will seek approval from respective authorities in consultation with onboard architect
- Preparation of a sketch scheme report and estimate of cost of project and services in sufficient details to proceed with working drawings to prepare a budget forecast and submit the same well in time

- Prepare design basis report of the project as a whole and trade-wise.
- Prepare complete detailed working drawing including large scale designs, making design calculations and drawings for foundation and other structural works through structural consultants and drawings for sanitary, water supply, sewage treatment and electrical services and also for any special installations viz. air-conditioning, lifts, generators, fire alarm and detection, fire protection and building automation systems, including landscaping, design for planting saplings etc., as may be decided by the Bank and working out specifications described in the schedules of quantities .
- Prepare detailed tender documents for various trades complete with Articles of Agreement, special conditions, general conditions of contract, specifications, drawings, schedule of quantities, time and progress charts etc.
- Invitation and scrutiny / evaluation of tenders (Part- Technical Bid & Part-2- Financial Bid) and award of works. Bank shall nominate suitable officers / executives to witness the various processes as observer(s).
- Obtaining all required permission, License, NOC from statutory authorities for the project.
- Day to day supervision and inspection by the team of engineers, comprising of minimum one Project Manager, one civil engineer, one electrical engineer and 02 site engineer, 02 foreman and other officials trade-wise, at various stages of the project for quality and surveillance of the works to ensure proper and timely execution of the said works as per drawings and specification and effect smooth progress by prompt supply of drawings and decisions and co-ordination with all the agencies engaged in the design, engineering and execution of various items of work as required. Suggest modifications, if any due to site conditions and requirements and give modified drawings, specifications, costs, if required.
- Ensure quality assurance and control tests in all aspects including mandatory tests on materials and performance tests of complete items of works, as may be applicable and ensure soundness of construction and structural stability. The expenses relating to the above should be added to the project cost during preparation of Detailed Project Report (DPR)
- Maintaining co-ordination with various agencies and services.
- Recording measurement of works done as per IS Codes. Issue monthly certificates confirming to that the work is carried out is generally as per specification.
- Maintaining all data / reports / site reports required for records and technical audit / scrutiny as per IBA / Bank's Independent External Monitors (IEMs) appointed under Integrity Pact adopted by the bank.
- Monitoring the project's progress on PERT/CPM method and submission of monthly physical and financial progress reports to the Bank in MS Project/ Primavera.
- Submission of quarterly budget to the Bank for fund allocation for payment to various agencies.
- No deviations or substitutions or extra items of work from the approved design and cost shall be undertaken / executed / carried out without the written consent of the Bank. For any such deviations, substitutions, omissions or extra items of work, if anticipated or required, the agency shall immediately report the same to the Bank with adequate justification and furnish an analysis of the extra cost involved thereby.
- Arranging site meetings on fortnightly basis, recording minutes of meeting (MOM) clearing bottlenecks and ensuring completion as per schedule, including timely sample approval.
- Dealing with observations and reply to the queries of the technical audit in case of arbitration pertaining to protect interest of the Bank.
- Handle and sort out all issues of disputes with contractors arising out of the said project execution as well as in case of arbitration pertaining to project and protect the interest of the Bank.

- Issuing completion certificate to various agencies after settlement of final bills and reconciliations.
- Handing over of the project to the Bank, check, certify, recommend and submit 'as built' drawings of various works in 3 sets of hard copies as well as soft copies.
- Appearing if required before Municipal assessor or such other Authorities in Connection with the settlement of the ratable value of the building and tendering advise in the matter to the Bank.
- Obtain occupation and final building completion certificates including NOC for elevator, Fire, Water, Sewerage, and License for Lifts and secure permission of Municipality and/or - all other authorities for the Peaceful occupation of the building and obtaining refund of the deposits, if any, made by the bank to the municipality or other authorities.
- Statutory Approval / NOC / Permit/ Occupancy Certificate / Completion certificate / As built Drawings/ License required from statutory agencies for Usage of building Within 03 months from virtual completion date.
- Getting defects rectified in the work notified during defect liability period.
- Processing refund of the retention money to the contractors as per terms of relevant contract after getting due certification and No-objection from Bank.
- The amount pertaining to labour cess has already been paid by the Bank. Hence, PMC will ensure that the labour cess is reimbursed to the Bank.



**FORM OF APPLICATION**  
**(On Organization's/Agency's letter Head)**

To,

Vice President  
Premises Department  
The Nainital Bank Ltd,  
Seven Oaks, Mallital  
Naintal-263002

Dear Sir,

**SUB: -- REQUEST FOR PROPOSAL (RFP) NO: 102/NTB/PREMISES/2023-24/001 FOR SELECTION OF 'PROJECT MANAGEMENT CONSULTANT' FROM CENTRAL/STATE GOVERNMENT ORGANIZATIONS/ CENTRAL/STATE GOVERNMENT CONSTRUCTION AGENCIES/ PUBLIC SECTOR UNDERTAKINGS/STATE AUTHORIZED AGENCIES IN CONSULTANCY AND BUILDING CONSTRUCTION ACTIVITIES**

1. I/we have read and understood the instructions and other terms and conditions furnished in the website of The Nainital Bank Ltd. in respect of the captioned RFP. I/we hereby submit my/our application for the captioned "Request for proposal" of your Bank. I/we do hereby declare that all the information furnished in the application and supplementary sheets are correct to the best of my/our knowledge and belief.

2. I/we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.

3. I/we clearly understand and agree that if any of the information furnished by me/us hereunder is found to be wrong or untrue or false or incorrect or incomplete, my/our application is liable to be rejected. Further, if I am/we are appointed as the 'Project Management Consultant' for the above Project on the basis of the information furnished in my/our application and the information furnished therein is subsequently found to be wrong, untrue, false or incorrect, my/our contract with the Bank is liable to be terminated forthwith at the discretion of Bank, at any stage, without notice and without any compensation whatsoever for such termination.

4. I / We understand and agree that the decision of Nainital Bank Ltd.in selection of the "PMC" is final and binding to me/us.

Thanking You,

Yours faithfully,

Signature of the authorized official and seal of the company

Name:

Designation

Place:

Date:

### **INSTRUCTIONS TO THE APPLICANTS**

1. Sealed Applications are invited on behalf of the “Nainital Bank Ltd., Premises Department, Head Office Nainital-263002” hereinafter known as the “Bank”, for engaging Project Management Consultant for construction of Office building at IT PARK, SAHASTRADHARAROAD, SIIDCUL, DEHRADUN on “Turnkey Basis” (from Concept to Commissioning) within a period of 24 months.

2. The “Project Management Consultant” shall be in a position to carry out construction of office buildings from conceptualization, planning and construction, i.e from concept to commissioning, on a “Turnkey Basis”, including but not limited to complete architectural and engineering services (i.e civil works, internal furnishing works, plumbing and sanitary work, electrical works, Lift installation, fire safety works etc), obtaining all necessary approvals from statutory bodies and the related to works, preparation of detailed estimate for each work, floating, evaluation and processing tenders, supervision, inspection, execution, project management, testing, commissioning and carry out joint measurements, complete in all respect, ready for immediate utilization and obtaining occupation certificate of the building.

3. RFP Application Documents consisting of the various works to be done and the set of terms and conditions for shortlisting to be complied with and other necessary documents which form the part of Tender, can be obtained from Nainital Bank Ltd., Premises Department, Seven Oaks, Mallital, Nainital in person between 10.00 AM and 05.00 P.M. on all working days of the Bank before closure of the Bids submission. Alternatively, the RFP documents consisting of above can be downloaded from our website and the downloaded applications can be used for the application submission. In case of any ambiguity/discrepancy between the downloaded document and original application submitted in the form of hard-copy, the version of the documents placed on the website shall prevail.

4. The RFP shall be submitted in two separate sealed envelopes i.e Envelope No-1: Technical Bid and Envelope No 2: ‘Price Bid.’ The sealed envelope containing technical bid should be super scribed as “Technical Bid” and the sealed envelope containing price bid should be super scribed as “Price Bid” respectively. The two sealed envelopes, one containing Technical Bid and second containing Price bid should be placed in a single envelope No.3, duly sealed and super scribed on the outside with the narration **“PROPOSAL FOR CONSTRUCTION OF OFFICE BUILDING AT BANK’S OWNED PROPERTY AT IT PARK, SIIDCUL, DEHRADUN”**. The RFP as above should be submitted on or before the prescribed date and time as detailed below. The third sealed envelope may be dropped on or before 3.00 PM upto 25.11.2023 in the “Tender Box” kept at the office of:

The Vice President,  
Premises Department,  
Seven Oaks, Mallital,  
Nainital-263002

Alternatively, the proposals may be submitted through Registered /Speed Post so as to reach the above office on or before the due date and time indicated above. RFP shall be submitted in hard copy format. The responsibility of submitting proposals to the above address on or before the above mentioned due date and time is that of applicant and any proposals received after due date and time as above shall not be accepted. The Bank will not be responsible for any delay or late submission of the RFP or any loss arising therefrom in any manner whatsoever. The RFP should be submitted in English only.

5. A pre-bid conference with the applicants/prospective applicants will be held by the Bank at 3:30 PM tentatively on 20.11.2023 at the Bank's premises indicated above, to offer clarifications, if any, sought by the applicants. Any one authorized representative of the organization/Agency may be allowed to be present during the pre-bid conference. The Bank is at liberty to make additions/deletions/modifications/amendments in the RFP document based on the discussions held at the pre-bid conference and the applicants are bound by the same. Reasonable extension of time will, however, be given to them to revise their Technical/Price Bids in case such additions/deletions/modifications/amendments are material in nature. Interested bidders shall refer to corrigendum/ Addenda published in website and to include the same while submitting their bids. Corrigendum/ Addenda, if any, published on website shall be treated as integral part of the RFP.

6. The Technical Bids will be opened in the above said office at mentioned time in front of Bidders, Bidders are requested to be physically present during tender opening. The date of opening the price bids will be intimated subsequently only to such applicants who have qualified based on the evaluation of technical bid. The applicants are requested to be present during the opening of the proposals in their own interest. In case of any change in the date of submission and opening of the RFP, the same will be intimated through a corrigendum on website. No separate communication will be sent to the individual applicants.

7. Those bidders who meet out the technical bid, their Price Bids will be opened in the above said office for which the scheduled date will be updated on the website/email. Any one authorized representative of the Organization/Agency will be allowed to be present during the opening of the Technical bids, if it chooses to do so, the date of opening the price bids will be intimated subsequently only to such applicants who have qualified and shortlisted for their price bid to be opened based on the above Technical bid criteria. The applicants are requested to be present during the opening of the proposals in their own interest. In case of any change in the date of submission and opening of the RFP, the same will be intimated through a corrigendum on website. No separate communication will be sent to the individual applicants.

8. The Two envelopes are classified as:

**Envelope No. 1: Technical Bid**

- Complete details of the company profile along with number of years of experience in the same field. **The attached format is given as annexure I.**
- Balance sheet of the company/agency along with CA Certificate.
- The Organization/Agency shall be Central Government agencies / state authorized agencies /public sector under taking/public sector enterprises (related to engaging consultancy & construction activities) engaged in Consultancy and Building Construction Activities on 'total turnkey basis'.
- The Organization/Agency should have been engaged in providing consultancy and building construction activities for large office buildings/ residential medium rise buildings/commercial premises / Industrial houses for a minimum period of 10 years as on 30.09.2023 **(Doc-Certificate by Company Secretary of the Bidder's organization).**
- The Bidder has to be profitable and should not have incurred loss(es) in any of the last 03 consecutive financial years **(Doc- to be certified & validated by Chartered Accountant (CA) of the bidder's organization).**
- All set of Technical Bid (Proforma I, II, III, IV, V) (Page no. 43,44,45,46 and 47 respectively) supporting documents, Tender Form, Undertaking etc. duly stamped and signed on each page.
- All documents mentioned in RFP/Tender with desired annexures.

- The RFP proposal, completed in all respects, should be signed by the authorized signatory of the applicant on all the pages of the application document at bottom right side corner in token of acceptance of the terms and conditions of the RFP and for the purpose of identification. This is to ascertain that the applicant has quoted against all relevant items. No reference to the price bid should be made in the Technical Bid failing which, the entire proposal will be disqualified and rejected summarily.
- The technical features/brochures and such other details / data required for the technical evaluation. All technical information considered relevant and useful should be furnished at the first instance itself along with the Technical Bid in envelope No.01. No additional/supplementary information/document shall be entertained by the Bank subsequently unless it is found necessary and sought by the Bank in writing.
- Experience of having successfully completed similar\* jobs i.e. during last 10years (as of 30.09.2023) should be one of the following:
  - a) One similar\* completed work each costing not less than **Rs.20 Cr**  
OR
  - b) Two similar\* completed works each costing not less than **Rs.12 Cr**  
OR
  - c) Three similar\* completed works each costing not less than **Rs.8 Cr**

(\*Similar Job shall mean: Providing Project Management Consultancy services for construction of Commercial / Administrative / Public / Institutional building including Civil, Electrical, Plumbing, HVAC, Lift work, Building Management System, Fire Fighting System, Interior etc. for – minimum G+4 floors.)

The technical bid will be evaluated on marking system given in **Annexure II**. Those who qualify in ibid evaluation, their price bid will be opened.

This envelope shall be superscripted as **“Envelope No. 1 - “CONSTRUCTION OF BUILDING AT PLOT NO. IT-8B, SIIDCUL, IT PARK, SAHASTRADHARA ROAD, DEHRADUN- 248001”**.

#### **Envelope No. 2: Price Bid**

The envelope No.2 super scribed as “Price Bid” should be duly sealed and submitted on the same date and time specified, along with Technical Bid. Non submission of the Price bid and the Technical bid in separate sealed envelopes, in a manner prescribed shall automatically render the entire application being summarily rejected. The Price bid envelope should contain only price quoted, duly filled in the exact format prescribed in the RFP with values written in both words and figures, and as detailed elsewhere in the RFP. Unsealed Price bid would render in rejection of tender.

**This envelope shall be superscripted "Envelop No. 2 -PRICED BID for “CONSTRUCTION OF BUILDING AT PLOT NO. IT-8B, SIIDCUL, IT PARK, SAHASTRADHARA ROAD, DEHRADUN- 248001”**.

Non submission of the Technical bid and Price Bid in separate sealed envelopes, in a manner prescribed above shall automatically render the entire application being summarily rejected. The Price bid envelope should contain only price quoted in percentage as given in the **PROFORMA** page no. 40, duly filled in the exact format prescribed in the RFP with values written in both words and figures, and as detailed elsewhere in the RFP.

No corrections such as cuttings, interpolations, omissions, over-writings etc. in the application are permitted. Minor corrections such as cuttings, interpolations, omissions and over-writings if any, shall be duly authenticated by the authorized representative of the applicant

The Nainital Bank Ltd. reserves the right to amend, delete or modify any of the prequalification criteria prescribed as above.

Addenda, if considered necessary by the Bank, to the RFP, may be issued prior to the date of opening of the Technical Bids. Any changes / modifications/amendments in the RFP will be released in Bank's website only and no individual communication or any newspaper advertisement will be issued by the Bank, which may please be noted.

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered. No bid may be withdrawn in the interval between the date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid

Please note that the bank will not be publishing the names of the applicants who have downloaded the RFP document from the Bank's web site. As such, applicants are advised, in their own interest, to refer to the Bank's website prior to the due date prescribed for opening of the technical bid to ensure that they have not missed to observe any addenda / corrigendum. The responsibility of downloading the related addenda / corrigendum, if any, will be that of the applicants downloading the RFP. No separate intimation in respect of addenda/corrigendum will be sent to any of the applicants. All addenda issued by the Bank shall be treated as part and parcel of RFP document.

Any printing or typographical errors/ omission in RFP document observed by the applicant shall be referred to the Bank and Bank's decision regarding its interpretation/correction shall be final and binding on the applicants.

Applicants are advised to examine and fully satisfy themselves before submitting their applications as to the nature of work/project to be executed and the other aspects pertaining to and/or impacting the work/project and shall themselves obtain all necessary information/clarification as to the risks, contingencies and other circumstances which may influence or affect the work/project.

By submitting the application and agreeing to the terms and conditions specified in the RFP, the applicant shall be deemed to have full knowledge of the proposed scope of work/project and no extra charges consequent to and arising out of any misunderstanding/misinterpretation or otherwise shall be allowed by the Bank. Submission of an application by an applicant implies that he has read this notice and all other documents relating to this RFP and has made himself fully aware of the scope and specifications of the work/project to be undertaken and also the terms and conditions and other factors having a bearing on the execution of the work/project.

The applicants will not be entitled to any claim of compensation, financial or otherwise, for difficulties, if any, faced or losses incurred by them on account of submission of the application or on successful shortlisting/final selection.

Applications which do not satisfy any of the conditions prescribed in the RFP or if any condition, including the offer of conditional rebate/discount put forth by the applicant, shall be summarily rejected.

The acceptance of an application will rest with The Nainital Bank Ltd. and the Bank reserves the right to reject any or all the applications received without assigning any reason whatsoever. An application, in which any of the prescribed condition is not fulfilled or is incomplete in any respect, is liable to be summarily rejected. The Nainital Bank Ltd.

reserves the right to accept or reject the applications in full or in part and applicants shall have no claim in the matter.

The RFP offers shall remain valid for acceptance for a period of 180 days from the date of opening of Price Bid.

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid or otherwise. The Bank, will in no case be responsible or liable for those any costs, regardless of the conduct or outcome of the Tendering process.

**Professional Fee for Turnkey project shall include the following: -**

- All fees/charges paid/payable to all the consultants' viz. Architectural, structural, Fire, Mechanical, Electrical & Plumbing Engineering (MEP) etc.
- All stationary charges for drawings / reports / Pen Drive etc. including 3 sets of As-Built drawings, in hard copies as well as Pen Drive at the time of handing of project.
- All existing taxes, cesses, levies, royalties etc. whether local municipal, provincial or central etc. as on the date of submission of the financial bids, payable to the concerned authorities, related to the professional charges. Subsequent new/additional taxes, cesses, levies etc. in respect of the professional fees shall be borne by Bank. Reduction, if any, in the existing structure shall be recoverable by the bank.
- On board Architect has prepared building plan and taken approval from the SIIDCUL authorities .The other necessary approval which are required from authorities needs to be taken by PMC incorporating services including sanitary, water supply, drainage, electric and the firefighting, civil aviation, environmental impact assessment (EIA) clearance etc., or any other authorities from whom permission is essential for successful commencement and completion of the project shall be the responsibility of the Project Management Consultants. However, the Bank shall reimburse the payments on production of receipts by Regulatory Authorities, towards application fee, deposits and service charges.
- The fee to be quoted by the Project Management Consultants shall include all charges / fees etc. payable by the Project Management Consultants to the professionals/ specialized agencies. The GST payable and subsequent revisions/ changes will be payable extra on the fee payable. 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 Consultants to the professionals/ specialists engaged by them like Structural Engineers, Architects in the panel of Municipality engaged for Plan approval, completion certificate and/ or occupancy certificate, Consultants for Electrical work etc., the Project Management Consultants fee shall include all incidental, liaison expenses, GST etc. and Bank shall not be liable to pay anything extra.

**Defect Liability Period (DLP)**

- The Agency shall be wholly, solely and fully responsible for the timely completion of the project, the quality of work as per tender specifications and also the structural safety during and after completion of project.
- The Defect Liability period (DLP) shall be for **12(twelve) months** reckoned from the date of virtual completion of project accepted by bank

- For specialized items. viz. anti-termite treatment, water-proofing treatment and the like, where the work is warranted to remain efficient and trouble-free for ten or more years, a specific guarantee on a stamp paper shall be arranged to be obtained from the Executing vendor and provided to the bank by the Agency.

### **Liquidated Damages (LD)**

- If Agency is unable to complete the project within the specified time for reasons solely attributable to the agency, Bank will impose liquidated damages on agency. The damages shall be calculated @ 0.25% of contract amount (including the approved variations) for each week of delay, subject to maximum of the 10% of fee payable to the agency.
- In case of the project is delayed due to the reasons attributable to the Contractors/ agencies/ suppliers engaged for the project by the Agency. Agency shall be primarily/ solely responsible for payment of liquidated damages to the bank @ 0.25% per week of the cost of unfinished or balance work of the respective contract building/ works/ supplies of the projects subject to maximum 10% of the cost of particular building/ work. Bank shall have no objection to Agency making good such damages by way of penalties to be imposed by them on contractors/ suppliers as per the respective terms of agreement.
- Agency shall be responsible for timely execution of work at the approved cost and accordingly to specification laid down to contractors and agency shall adequately cover the risk and cost due to delays / non-performance by Contractors and any damages recovered by the agency from contractors in this behalf shall be passed on to the Bank forthwith.
- However, for valid circumstances beyond the control of agency, bank may consider the grant of extension of time on the merit of the case. Any dispute arising from the contract shall be referred to Arbitration which shall be conducted at Dehradun in accordance with Arbitration and Conciliation Act, 1996 and amendments made therein and reenactment thereof. The detailed clause related to arbitration is mentioned in the Agreement which shall be binding on the Bank and selected PMC.
- Validity of Claims: - The claims towards payments / dues of any agency involved at any stage for whatsoever work towards the project shall only be valid and acceptable within 06 months from successful completion of defect liability period. No claims after lapse of this period shall be entertained by bank and shall not be tenable.
- Inspection of works- Bank at its liberty at any stage of work can inspect the work or may appoint third party for the purpose. Any anomalies / deviations observed shall be rectified immediately by PMC without claim of anything extra.

### **Method of Evaluation**

1. All the applications should reach "The Nainital Bank Ltd. Premises Department, Seven Oaks, Mallital, Nainital-263001" before the specified date and time.
2. On the scheduled day/time of opening the Technical Bid or on any other date/time specified by the Bank (in the event of the date of opening being postponed due to any compelling circumstances), the Technical Bids will be first opened in the presence of the authorized representatives of the applicants who may choose to be present.
3. The Applicants shall submit along with application the copies of all documents supporting their firm's compliance to the pre-qualification criteria. The evaluation will be based on the basis of the terms and conditions/documents prescribed and received along with RFP application. The applications submitted by the firms without enclosing all the prescribed documents shall not be considered for the purpose of evaluation of their pre-

qualification eligibility criteria. As such bidders/applicants are advised to submit the required documents/information, complete in all respects

4. Only those applicants who satisfy the required minimum pre-qualification criteria prescribed, documents furnished in support of the same and also fulfilling all terms and conditions of the RFP will be initially shortlisted

5. The applicants who are desirous of tendering for above work and fulfill the following minimum criteria only need to apply:

- Experience of having successfully completed similar\* jobs i.e. during last 10 years (as of 30.09.2023) should be one of the following:
  - d) One similar\* completed work each costing not less than **Rs.20 Cr**  
OR
  - e) Two similar\* completed works each costing not less than **Rs.12 Cr**  
OR
  - f) Three similar\* completed works each costing not less than **Rs.8 Cr**

(\*Similar Job shall mean: Providing Project Management Consultancy services for construction of Commercial / Administrative / Public / Institutional building including Civil, Electrical, Plumbing, HVAC, Lift work, Building Management System, Fire Fighting System, Interior etc. for – minimum G+4 floors.)

#### **MARKING SYSTEM FOR TECHNICAL BIDS (ANNEXURE II)**

- To qualify in the Technical Bids exercise, the applicant has to obtain minimum 60% mark overall. The Bank has the right to obtain confidential report from the clients/ consultants of the works carried out by the bidder.

<b>Sr No</b>	<b>Description</b>	<b>Maximum Marks (T<sub>max</sub>)</b>	<b>Minimum Eligibility marks</b>
1	Year of experience in relevant field (Mandatory 7 years)	1) ≥10 yrs 2) ≥7years ≤10years	15 10 10
2	Details of the Project completed of similar nature in last 10 years of costing more than 8 Crores	1) Project Cost ≥20 Cr 2) ≥ 20 Cr ≤8 Cr project cost 3) < 8Cr	20 10 0
3	Experience with PSUs / scheduled Banks in last -7- years as of 30.09.2023-	Total no of similar successful works completed. 1) ≥2 no of work 2) 1 work 3) No work	10 6 0
4	Performance/ quality of work executed for the work mentioned in Sr No 3 (will be assessed based on site visit / confidential reports from the clients) as per furnished certificate	1) Excellent 2) Very Good 3) Good / Satisfactory 4) Average	20 18 15 10



6	In house set up such as Architecture ,Structural Consultant, Technical Staff, etc.	Marks will be allotted as per the documents of proof submitted	15	10
7	Green Building including LEED / GRIHA rated building exposure & work execution.	Marks will be allotted as per the documents of proof submitted	15	5
8	Experience of handling currency chest	Marks will be allotted as per the documents of proof submitted	10	5
	<b>Total</b>		<b>100</b>	<b>60</b>

**NOTE: Criteria mentioned above are just minimum requirement. The Bank at its discretion may upgrade the criteria. No representation on this account will be entertained. Agencies scoring minimum 60 marks will only be considered for Price Bid.**

- Based on the applicant's eligibility, documents furnished in the support of the same and their suitability to Bank, the Bank will shortlist a final list of technically qualified applicants.
- The Price Bids of only the technically qualified applicants as above will be opened after due intimation to them, in the presence of representatives of technically qualified applicants, who may choose to be present on the occasion. It must be noted that only price bids of technically qualified applicants will be opened on the said date, time and venue and the price bids of all the applicants who have not technically qualified will be returned to them unopened in the condition in which they were received by the Bank to ensure transparency.
- After opening of the price bids of the technically qualified applicants, the prices quoted by them will be evaluated for arriving at the 'least quote' (L1). Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bank reserves the right to further negotiate with L1, the price quoted by it. The Bank is not bound to accept the lowest or any other price and reserves the right to reject any or all the Tenders received, without assigning any reason whatsoever.
- A letter of award will be issued to the successful applicant. The successful applicant has to then enter into a Memorandum of Understanding/agreement with the Bank within 14 days from the date of issue of letter of award. A Draft Memorandum of Understanding/agreement is enclosed along with RFP document. The notice inviting RFP, general rules, instructions for the guidance of applicants and all terms and conditions in the RFP document shall form a part and parcel of the Memorandum of Understanding/Agreement. The successful Bidder shall sign the MOU/Agreement and return it to the Bank along with the Bank Guarantee of the amount as stated aforesaid in this RFP for contract performance within 14 days of award of work.
- The successful applicant shall agree that until Memorandum of Understanding/agreement is signed, his approved RFP application Document shall constitute to be a binding agreement between the successful applicant and the Nainital Bank Ltd.

- During the course of technical and/or price evaluation, the Bank, if considered necessary, may seek supplementary information/ clarifications from the applicants/clients.
- Voluntary submission of the supplementary information / clarifications by the applicants shall not be accepted and supplementary information / clarifications shall be limited to the details sought for by the Bank only. Any other un-related information / clarifications furnished shall not be recognized by the Bank.

#### **DETAILS OF WORK OF PROJECT MANAGEMENT CONSULTANTS AND TERMS AND CONDITIONS OF ENGAGEMENT**

- As per the preliminary estimates, an approximate total cost of the above projects would be **Rs. 20 Crores (Rupees Twenty crore only)** which includes civil works, structural works, plumbing and sanitary work, electrical works Lift installation and Fire Safety works etc. However, the cost and extent of construction of the projects may vary after finalization of conceptualization, detailed design and estimate preparation by the “PMC”.
- The Project Management Consultants shall ensure the construction of buildings as proposed by Bank for its usage in the land owned by it at IT PARK, SAHASTARDHARAROAD, SIIDCULDEHRADUN from conceptualization to commissioning. The agency for the project conceptualized shall carry out the entire planning and construction on a “ Turnkey Basis” including but not limited to, complete architectural and engineering services (i.e civil works, structural works, plumbing and sanitary works, electrical works, Lift installation and Fire Safety works), preparation of detailed estimate for each works, obtaining all necessary approvals from statutory bodies related to works, floating and evaluation and process of tenders for selection of contractors, supervision, inspection, execution, project management, testing, commissioning and carrying out joint measurements, complete in all respect, ready for immediate utilization/ occupation and obtaining occupation certificate from SIIDCUL etc . Organization/Agency will have to assume full responsibility for completion of the project by taking up all the works relating and incidental to the above.
- The Draft Memorandum of Understanding/agreement to be signed with the successful applicant is furnished as **Appendix-1**. The details, terms and conditions mentioned in the Draft Memorandum of Understanding must be read as a part and parcel of present RFP document and in conjunction with other terms and conditions of the RFP document. The Bank reserves the right to modify any terms of draft MOU in mutual consent with the successful applicant.
- After awarding of works, any change/s in the address, contact information including telephone numbers, employment etc of the Agency should be updated and communicated to the Bank within 15 days of such change. Any other change that affects the information already furnished by the “PMC” in the application should also be updated within 30 days from the date of such change.
- Agency shall be wholly and solely responsible for any observations/Comments/defects pointed out by Bank’s Independent External Monitors (IEMs) appointed under Integrity Pact adopted by the Bank in major procurement activities in the planning and execution of the project and the procedures associated with the said activities.
- Selection of various agencies employed for the project shall be strictly as per all statutory guidelines as applicable.
- If in an event, it is established that the Agency was involved in an unfair practice in whatsoever manner, including submission of false/distorted reports, which ultimately lead to distressed assets of our Bank or results in any other damages, the

Bank is at liberty to approach concerned professional body or any other organization with a complaint of misconduct against the Agency.

- The awarding of work is at the sole discretion of the Bank and payment of bills for the works undertaken is subject to the norms prevailing in the area of activity from time to time.
- Any e-mail communication by way of scanned copies of documents duly signed by an authorized officer from the Bank should be treated as an official communication from the Bank and shall be binding on the agency.
- The agency should share all tender documents, estimates, designs, drawings and all other documents prepared for the Bank with the Bank Authorities in soft copy both in the editable and non-editable forms, beside in hard copies.
- The Bank shall make payments to the Agency for all the bill amounts due and payable as per the MOU only and under no circumstances it undertakes the responsibility to compensate agency for any loss incurred by the Agency including monetary loss.

**INTEGRITY PACT (IP):**

- Vendors/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. Bids not accompanied with signed IP by the bidders shall be summarily rejected.
- IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/ Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached in Annexure III for strict compliance.

It may kindly be noted that all clarification/query/status with respect to tender may be forwarded to the following officer:

**Mr. Devesh Rawat**

**Officer-1**

**The Nainital Bank Ltd.**

**Premises Department, Head Office**

**Seven Oaks Building , Mallital, Nainital**

**(Email: [premises@nainitalbank.co.in](mailto:premises@nainitalbank.co.in))**

**(Appendix-1)**

**MEMORANDUM OF UNDERSTANDING**

**Subject: Construction of office building at Bank's own property at IT PARK SAHASTRADHARAROAD, SIIDCUL, DEHRADUN- from Conceptualization to Commissioning on a "Turnkey basis"**

THIS AGREEMENT is made at ----- on ----- between The Nainital Bank Ltd., a public Limited banking company incorporated under the Companies Act 1956 (now the Companies Act, 2013) (CIN No. U65923UR1922PLC000234) having its Registered Office at G.B. Pant Road, Mallital, Nainital and its Head Office at Seven Oaks, Mallital, Nainital, (hereinafter called the 'Bank') and the terms 'Bank' shall mean and include its administrators, executors and assigns on ONE PART.

AND -----company incorporated under \_\_\_\_\_CIN No. \_\_\_\_\_ (hereinafter called the 'PMC') (and the term the "PMC" shall mean and include its administrators, successors and assigns) on the OTHER PART.

The Bank and the Project Management Consultants are hereinafter individually referred to as "Partly" and jointly referred to as "the Parties.

WHEREAS, the Bank the being desirous of engaging a PMC for construction of office Building from concept to commissioning on a " Turnkey Basis", including but not limited to, complete architectural and engineering services (i.e civil works, internal furnishing works, plumbing and sanitary work, electrical works, fire safety works etc), obtaining all necessary approvals from statutory bodies and the related to works, preparation of detailed estimate for each work, floating, evaluation and processing tenders, supervision, inspection, execution, project management, testing, commissioning and carry out joint measurements, complete in all respect, ready for immediate utilization, hereinafter referred to as "Project" on the terms and conditions set forth hereinafter and whereas the PMC has agreed to undertake and complete the works on a "Turnkey basis" on the land leased by the Bank at \_\_\_\_\_, issued a RFP document ref no. \_\_\_\_\_.

The PMC represented that it has the capability, adequate resources/means and know how to effectively execute the project work as desired by the Bank in the said RFP and had, thus, submitted its application/bid against the said RFP.

That in compliance of the process detailed in the RFP, the PMC has been declared successful bidder.

The Bank has awarded the contract to Project Management Consultants vide Letter of Intent/allotment letter No. \_\_\_\_\_, copy whereof which along with The notice inviting Request For Proposal (RFP), all terms and conditions mentioned in the RFP document ref no:\_\_\_\_\_, the Technical Bid and Price Bid submitted along with RFP application document by the PMC, all the correspondence exchanged between the Bank and PMC related to referred RFP invited and letter of award ref no: :\_\_\_\_\_ dated \_\_\_\_\_, shall form part of this Memorandum of understanding is annexed as Schedule-A and shall form a part of this Agreement.

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

**1.0 DEFINITIONS**

**'Approval'** means approval in writing given by the designated officer of the Bank.

**'Contractor'** means the contractor or contractors or suppliers or agencies employed by the Project Management Consultants for the project or any connected work, including the

Project Management Consultants itself in case any work is done directly by the Project Management Consultants.

**"Designated Officer"** shall mean, the officer or officers designated as such by The Nainital Bank Ltd. and PMC for communication in relation to this MOU. Either party may change the designated officer/s by adding/removing the names of officers with prior Notice to other party

**"PMC"** for the work or any connected work, including the "PMC" itself in case any work is done directly by the "PMC".

**'Project Architect'** or the Architect means the architect employed by the "PMC" for the Architectural services of the project

**'Project / Work'** means project management consultancy, construction and commissioning works for Construction and development of office Building on the land allotted to the Bank at \_\_\_\_\_ as per Bank's requirements of its usage at IT PARK, SIIDCULDEHRADUN as described above.

**'PMC Charges'** means the project management consultancy/ executing charges payable to the PMC by the Bank as a percentage of the actual cost of completed project on such terms and conditions as may be mutually agreed between the Bank and PMC

- "Completion" means when the projects / buildings / structures are completed in all respects along with associated services i.e. ready to occupy with necessary completion certificate and or occupancy certificate and other statutory clearances and ensure soundness of construction and structural stability and are actually handed over to the Bank with all required NOC in original issued from statutory authority , Licenses for lift operation / any other license required specifically for Project, complete set of "As built Drawings", Award of Green Building rating, etc.
- "MOU" shall mean the Memorandum of Understanding having effect of an Agreement, herein containing the binding terms and conditions set forth & agreed therein, including all other documents expressly annexed thereto or incorporated therein. MOU and Agreement may be used interchangeably.
- "Nodal Officer" shall mean the officer nominated by Bank in writing to act as coordinator, inspector of works & Measurement for the purpose of this work project wise.
- "Project Manager" shall mean the officer nominated by the Project management consultants (PMC), who shall be responsible for co-ordination with the Bank and for all activities concerning the execution of project.

**'Pre Construction Activities'** means approval of 'Project Architect' finalization of building design and its preliminary estimate obtaining approval of design and budget from the Bank and approval of building plan from Local Statutory Authorities.

## GENERAL TERMS

- “PMC” for the above work shall carry out the entire planning and construction of Banks OFFICE BUILDING on the plot leased to the Bank at IT PARK, SIIDCUL, DEHRADUN on a ‘Turnkey Basis’ i.e. ready for immediate utilization. The PMC shall be paid the actual cost of the work plus PMC charges thereon @ \_\_\_\_\_ towards project management, supervision, services including Architectural Services for planning, designing, consultancy services on the actual cost of the works for the project.
- The expression 'actual cost of works shall include the following:
  - a. All the final payments made to the Contractor/s + contingencies as agreed upon in the tender, for the project. These shall include all the materials including testing charges, cost of labour and all other charges, fees, Welfare Cess, Goods and Services tax(GST) or any other tax, being in force or which may come into force or be amended (both + or -) during the execution of the Project, as applicable to the execution of works/jobs/tasks and including pre project expenditure like site survey, soil testing related to project as certified by PMC.
  - b. Actual cost of the site survey & soil testing charges including the cost of cartage of samples to and from the laboratory including the cost of field laboratory.
  - c. All charges relating to quality assurance and control in all aspects including mandatory tests on materials and performance tests of complete items of works, as may be applicable and ensuring soundness of construction and structural stability.
- The “actual cost of work” shall not include the following for the purpose of Calculation of PMC charges:
  - a) Cost of land.
  - b) Cost paid by The Nainital Bank Ltd. to local Government or any other statutory body or bodies for getting approval for the project like Electricity Board, Deposits for Electrical connection charges, water supply connection, storm water drainage / sewer connection, charges to be paid for obtaining Fire NOC, Charges to be paid for environmental clearance, charges to be paid for obtaining building permissions and commencement certificate and any other permissions/ certificates etc., other required Statutory deposits/payments to be made by The Nainital Bank Ltd.
- Bank has already onboarded architect of the project and related initial drawing and approvals have been taken by said architect from competent Authorities. Hence, PMC will need to coordinate with the onboard architect for the planning and other related works.
- “PMC” shall endeavor to engage one of the best available construction agency through invitation and scrutiny / evaluation of tenders and will award the works with approval of the Bank for construction of the proposed building on the plot at IT PARK, SIIDCUL, DEHRADUN belonging to the Bank through the laid down procedure for procurement of services. “PMC” shall form an evaluation screening committee comprising of adequate member /representative from the “PMC”. Bank shall nominate suitable officers / executives to witness the various processes as observer(s). However, financial bids shall be decided by the “PMC” as per its delegation of financial power for acceptance of such work.

## **ROLE AND RESPONSIBILITIES OF THE “PMC”**

- The “PMC” shall submit detailed timeline completion of various stages of work within 15 days from the date of execution of this Agreement. However, the “PMC” shall ensure that total work shall be completed within the specified period as mentioned in RFP hereunder.
- The planning, designing and post tendering planning of the project shall be done by the “PMC” based on requirements specifications of Bank through the architect appointed by the Bank. The “PMC” shall also get the work executed as per the drawings and other details agreed by the Bank (as "Good for construction / Execution" and other details). The “PMC” shall be responsible for getting local body approvals that are necessarily to be obtained as per local body rules and the construction shall be made in accordance with the approved plan and as per the requirement of specifications of the Bank.
- The tender documents for design, supply, installation, testing and commissioning of equipment(s) like electrical, mechanical, HVAC, security, IT related and other special installations, etc. shall also contain the provisions for maintenance of equipment during warranty period as also the maintenance of equipment during post warranty period under Comprehensive Annual Maintenance Contract (CAMCy Annual Maintenance Contract (AMC), as the case may be by way of a tripartite agreement between The Nainital Bank Ltd., PMC and respective service provider along with adequate performance bank guarantee.
- Subsequent to signing of this MOU, the “PMC” shall take possession of the site from the Bank within 14 days. The “PMC” within the fee payable to them shall continuously have a Project Management team on full time basis to look after day to day work during the entire duration of the project. The members of Project Management team with their contact details, designation, specialization is to be intimated to the Bank on formation of the team. In case the Bank advises the “PMC” for replacement of team member for improper/ unethical conduct, the same will be duly considered by it and suitable replacement be provided.
- The “PMC” shall nominate a team of engineers, comprising of engineers as mentioned below within 15 days from award of work to the contractor under intimation to the Bank and other officials trade-wise, at various stages of the project for quality and surveillance of the works to ensure proper and timely execution of the works as per drawings and specification and effect smooth progress by prompt supply of drawings and decisions and co-ordination with all the agencies engaged in the design, engineering and execution of various items of work as required.

<b>1 No. Project Manager ( Civil Engineer- BE/ B.Tech.)</b>	For overall control coordination and liaison purposes. He may or may not be resident at the site. He shall have a minimum of 15 years post qualification experience. To attend and remain present in all meetings called by the Bank. Should have sufficient knowledge in environmental science and safety practices in construction.
<b>1 No. Civil Engineer(Resident) (BE / B.Tech)</b>	He shall have a minimum of 10 yrs post qualification experience for supervision, measurements, testing and quality control, Quality assurance available full time at the site along with pool of Civil Supervisors + Quality assurance Engineer. Should have sufficient knowledge in environmental science and safety practices in construction.

<b>1 No. Electrical Engineer (BE / B.Tech)</b>	He shall have a minimum of 5 yrs post qualification experience to supervise Electrical and AC works and available full time at the site. + 1 Electrical Supervisor. Should have sufficient knowledge in environmental science and safety practices in construction.
<b>2 Nos. Diploma Civil Engineer</b>	He shall have a minimum of 5 yrs post qualification experience for supervision, measurements, testing and quality control, Quality assurance available full time at the site along with pool of Civil Supervisors + Quality assurance Engineer. Should have sufficient knowledge in environmental science and safety practices in construction.
<b>2 Nos. of Foreman and other necessary staff are required in the site.</b>	

- The “PMC” shall prepare preliminary estimates of cost of the various items of work as required by Bank on CPWD plinth area rates (where ever applicable) enhanced by the cost index of the area and market rate, analysis for items which are not included in CPWD, PAR, (planning application requirement) to be worked out as per other standard norms/ methods and to be approved by the Bank. The preliminary estimate shall be based on the architectural drawings on the basis of the requirements projected by the Bank. No deviations or substitutions should be authorized without working out the financial implication, if any, and without obtaining prior approval of the Bank.
- The “PMC” shall prepare detailed estimates of cost of the various items required for the project on Uttarakhand State Standard Schedule Rates (wherever applicable) enhanced by the cost index of the area and on market rate analysis for items which are not included in plinth area rates, which are to be worked out by the “PMC” as per standard methods. The Project Management Consultants shall submit the detailed estimates so prepared to the Bank within 30 days from execution of agreement for its approval, which shall be approved by the Bank within 30 days of its receipt. Project Management Consultants, in general, shall agree to execute the works at estimated cost approved by the Bank. In case, if it is not possible to award the work to the contractor of the PMC within the Estimated Cost approved by the Bank due to various constraints, then PMC shall submit the Revised Estimate of the work along with the Justification to the Bank for approval. After due approval from the Bank, the work shall be taken up.
- In case at detailed design / execution stage, if there is an increase in the preliminary estimates, the “PMC” shall submit the details of the same with the supporting documents and technical/administrative justification to the Bank and get it approved from the Bank.
- No deviations or substitutions or extra items of work from the approved design and cost shall be undertaken/ executed / carried out without written consent of Bank. For any such deviations, substitutions, omissions or extra items of work, if anticipated or required, the “PMC” shall immediately report the same to the Bank and shall submit the details of the same along with the supporting documents relied upon and technical/administrative justification to the Bank within 15 days of such intimation and get it approved from the Bank.
- “PMC” shall prepare the tender documents comprising the technical specification BOQ, General Terms and Conditions, Special Conditions etc for inviting tenders and



also invite tenders to execute the works PMC shall inform The Nainital Bank Ltd. about the Pre-bid meetings for participation of its representative as observers.

- PMC shall submit accepted tender cost with all details for information to The Nainital Bank Ltd. A copy of the agreement as executed with the contractor shall be forwarded to the Bank for information and record.
- “PMC” shall be wholly and solely responsible for any observations/Comments/defects pointed out by Bank’s Independent External Monitors (IEMs) appointed under Integrity pact adopted by the Bank in the planning and execution of the project and the procedures associated with the said activities.
- The “PMC” shall be wholly, solely and fully responsible for the timely completion of the project, the quality of work as per tender specifications and also the structural safety during and after completion of the project.
- The Bank or any person or agency authorized by it can inspect and check the construction work from time to time to see that the buildings are being constructed as per drawings and specifications as provided in the Bank’s approved Estimate. There shall not be any variation in the works without the express written consent of the Bank. If any defects are noticed during the inspection the same are to be rectified by “PMC” within 30 days from the receipt of the intimation without any extra cost.
- During the various stages of execution, “PMC” shall submit monthly progress reports with site photographs with a minimum 6 site photographs of size 4”x6”. PMC shall submit physical and financial progress reports to the Bank on a monthly basis.
- The “PMC” shall be responsible for proper structure, design, specifications and workmanship. The proposed office building to be developed should comply with modern standards of Building Construction. They should be designed such that natural resources are utilized to the maximum possible extent.
- Liability for all defects in the construction work by the “PMC” shall rest with them for a period of twelve months from the date of its handing over site complete in all respects to the Bank along with completion/occupancy certificate. The warranty for works executed will be for period of twelve months from date of handing over. “PMC” shall be responsible for satisfactory rectification of defects.
- Any defects discovered and brought to the notice of the “PMC” during the period aforesaid shall be got rectified by the “PMC” forthwith at its own cost and expenses. In the event of the failure on the part of the “PMC” to rectify the defects, the same may without prejudice to any other rights available to Bank in law, can be got rectified by the Bank for and on behalf of “PMC” and at the cost and expense of the “PMC”, after due notice of 30 days to the “PMC”. The Bank shall have the right to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from or against any amount due and payable or becoming due and payable by the Bank to the “PMC” under this agreement or from any other amount due.
- The “PMC” shall ensure to incorporate a stipulation in the agreement to be entered into with the contractor(s) to the effect that they would be withholding minimum 5% of the running bill amount submitted by the contractor to take care of the expenses towards curing of defects during the defect liability period. The amount so withheld shall be released only after the expiry of the Defect Liability Period.
- The “PMC” shall unless otherwise specified, be fully responsible for Procurement of all materials and services for the entire construction and project activity.
- “PMC” shall be fully responsible to defend any suit or arbitration cases arising out of the project in connection with the work between the “PMC” and its contractor(s). The “PMC” shall be liable for and shall indemnify Bank against any expense, liability, loss, claim or proceedings whatsoever arising under any statutory or at

common law in respect of personal injury or death of any person or damage to property arising out of or in course of or caused by during the execution of works.

- The “PMC” shall be fully responsible and Vicariously liable for all acts of omission / commission committed by Contractor(s) engaged by them during the course of execution or the projects resulting in loss to the Bank/ loss of human life / injury to the persons engaged at the project sites.
- The “PMC” shall be fully responsible for observance of all labour laws and other laws applicable and shall indemnify and keep indemnified the Bank against effect of non-observance of any such laws by it or the Contractors employed by it. Further, Bank shall not be responsible in any manner whatsoever, for damages/compensation under Workmen Compensation Act or any other law or in courts or in civil law to the employees of “PMC” and/or Contractor(s) and / or labourer employed. This condition shall be agreed to in the Contract executed between the “PMC” and Contractor.
- On completion of the work/satisfactory functioning of the service system and certification of completion/satisfactory commissioning, “PMC” shall submit ‘as built’ drawings and maintenance schedule with relevant calculations and specifications of the design/engineering for the records of the Bank. The “PMC” shall confirm that identification marks and relevant specifications are made on all installations/chambers/ducts/cables/wires/panel boards etc. as the case may be, to carry out future additions/alterations / maintenance jobs.
- Responsibility to obtain Completion Certificate and Occupancy Certificate rests with the “PMC”. The project shall be deemed to have been completed only when these are obtained from the local body/bodies and handed over to the Bank.
- The Bank reserves their rights to cancel the award or entrustment of the works for any violation of the terms and conditions of the agreement by the “PMC” and assign the same to any other agency/agencies.
- If at any time after signing of the MOU, the Bank decides to foreclose or reduce the scope of the works of the project entrusted to the PMC for any reason whatsoever and hence not requiring the whole or any part of the works to be carried out, the Bank shall give notice in writing to the PMC in this regard and PMC shall act accordingly in the matter. In case of foreclosure or reduction in scope of project works by the Bank, the PMC will not be entitled for any compensation or otherwise whatsoever, on account of any profit or advantage which PMC would have derived from the execution of the works of the project in full but which PMC could not derive in consequence of the foreclosure of the whole or part of the works. Further, the PMC and its contractor(s) shall not claim any compensation from the Bank by reason of an alteration having been made in the original specifications, drawings, designs and instructions relating to the project works which may involve any curtailment of the work as originally contemplated. The contractors engaged by the PMC shall be paid at contractual rates, full amount for works executed at site and, in addition, a reasonable amount duly certified by the Bank and PMC for the items mentioned in the agreement tender condition between PMC and its contractors.

(a) If any contractor raises any dispute arising out of the contract(s) entered into between the PMC and the Contractor(s) and pursuant to the same, if legal / arbitration proceedings are initiated by the contractor against the PMC / Bank relating to the project works, the PMC shall defend the Bank in all such legal/ arbitration proceedings as best as it can to protect interest of the Bank. In case of any Arbitrator's Award litigation award, the “PMC” shall take appropriate decision with regard to payment / challenging thereof before any Court/ Forum in consultation with Bank depending upon the merit of the case. “PMC” shall also require to furnish Bank the status of arbitration/ legal proceedings periodically for effective monitoring of the case

(b) In case any monetary claim is decreed/ awarded by a Court of Law/Tribunal/ Forum/Statutory Authority/Arbitrator in relation to the project works against PMC/ Bank, the PMC will be liable for payment of the same.

(c) In case of any arbitration Litigation initiated by the contractor(s) engaged by the “PMC” against the Bank and PMC against the Bank, the cost of such arbitration/ litigation the amount under the award/decreed/certificate shall be borne by the PMC. The “PMC” shall take all necessary steps to protect the interest and wellbeing of the Bank in such proceedings.

(d) If any difference or dispute of any kind whatsoever arises between the parties to this MOU in connection with the work or arising out of this agreement, the parties shall resolve the same resorting to following:

(i) Parties shall resolve the differences by mutual discussion within 30 days from the date of communication of the issue on the subject matter of the dispute to each other.

(ii) If the dispute remains unresolved by mutual discussion within 30 days as provided above, the parties shall take recourse to Arbitration and Conciliation Act, 1996 or any statutory modification of re-enactment thereof.

The claims towards payments / dues of any agency involved at any stage for whatsoever work towards the project shall only be valid and acceptable within 12 months from successful completion of defect liability period. No claims after lapse of this period shall be entertained by bank and shall not be tenable.

- For specialized items. viz. anti-termite treatment, water-proofing— treatment and the like, where the work is warranted to remain efficient and trouble-free for ten or more years, a specific guarantee on a stamp paper shall be arranged to be obtained from the Executing vendor and provided to the bank by the Agency.

#### **ROLE AND RESPONSIBILITIES OF THE BANK**

- The Bank shall make available the site for work to the “PMC within 14 days.
- The Bank shall not be responsible to the Contractors/Suppliers.
- The Bank shall make payment to the “PMC” as per MOU “Payment Schedule” in respect of implementation of project works from time to time. However, if any compensation is recovered by the “PMC” from the contractor(s) due to delay, nonfulfillment, non-compliance of the provisions of the contract entered into between the PMC and the contractor(s) or such recovery made by the PMC from the said contractor(s) for whatsoever reasons, shall be passed on to the Bank.
- Bank shall monitor the work as per the programme for completion of the project work.
- Bank shall allow PMC and contractors engaged for execution of work to erect a site office, store yard, labour huts. and ground water extraction facility temporarily near the place of construction, free of cost after obtaining due permissions from local authority(s) as may be required. PMC/ its contractors shall remove such structures on completion of the project work.

#### **COMPLETION OF THE PROJECT**

- The date of commencement of the work i.e. planning and thereafter execution and completion shall be reckoned from the 15th day after the signing of the agreement.
- The work shall be completed in all respect within a period of 24 months calculated from the date specified in clause 5.1 above.
- After approval of preliminary estimate and deposition of funds by the Bank, the work will be taken up by the “PMC”. During the pre-construction activities, the Bank and Bank’s

representative, if any, shall be closely associated with the “PMC”. During this period, complete planning of building as aforesaid, obtaining building approvals from Competent Statutory Authorities tender document for the main composite work comprising of super structure, complete civil works, internal furnishing works, plumbing and sanitary work, electrical works, fire safety works, all lifts etc. shall be framed. Period of actual execution of the work is likely to be about 24 months as mentioned in clause 5.2. “Occupation Certificate” shall be obtained and submitted within 2 months from the virtual date of completion of project.

- “PMC” shall be required to complete the Construction work within the period stipulated in Para 5.2 above. In case of delay, which if any occurs due to the reasons beyond the control of “PMC”, “PMC” should approach the Bank with full details for extension in time limit for completion of the works. In case of delay due to sole default on part of “PMC”, or its contractors / sub-contractors, the “PMC” shall be liable to pay to the Bank compensation (not amounting to penalty) as per Clause (Liquidated Damage) of RFP.
- Any compensation levied by the “PMC” due to non-fulfillment of any clause of the contract by the contractor or any such recovery from the contractor for bad work or any other reasons whatsoever shall be passed on to the Bank.
- The Bank will not be liable directly to the Consultants/ contractors /suppliers of the items required for execution of contract. In the tender /agreement with the contractor, this position needs to be made clear. Further Bank shall not be liable in any manner whatsoever, for damage/compensation under workmen compensation Act or any other law or in court or in civil Law. The condition shall be agreed to in the contract executed between the “PMC” and the Consultants/contractors/suppliers.
- In case of delay in completion of the project by the Project Management Consultants beyond the stipulated time as mentioned in tender document to this agreement, unless otherwise extended by the Bank in writing, for the reasons attributable to the Project Management Consultants or Contractors/agencies/suppliers engaged by it for the project, the Project Management Consultants shall be liable to pay to the Bank compensation at the rate of 1/4th (0.25%) of the total anticipated Project Management Consultancy charges for each week of delay subject to maximum of 10 % of total PMC charges to be paid by the Bank to the PMC.
- In case of the project is delayed due to the reasons attributable to the Contractors/ agencies/ suppliers engaged for the project by the PMC. The PMC shall be primarily/ solely responsible for payment of liquidated damages to the bank @ 0.25% per week of the cost of unfinished or balance work of the respective contract building/ works/ supplies of the projects subject to maximum 10% of the cost of particular building/ work. Bank shall have no objection to Agency making good such damages by way of penalties to be imposed by them on contractors/ suppliers as per the respective terms of agreement

#### **ASSIGNMENT OF THE M.O.U**

The “PMC” shall not assign or transfer or part with any of the rights, duties of obligations, wholly or in part, under this agreement without the previous consent in writing of the Bank, except as provided under the agreement.

The MOU will come into effect only after the unencumbered possession of the site is handed over by the Bank to the “PMC”. It shall be the duty of the PMC to take possession of the site.

## **PAYMENT SCHEDULE**

The “PMC” shall be paid the actual cost of the work plus the ‘PMC’ charges thereon @ ----- % towards project management, supervision, services including Architectural Services for planning, designing, consultancy services on the actual cost of the works as per completed project. The GST including any other cess as applicable on the “PMC” charges shall be paid/ reimbursed to the “PMC” by the Bank in addition to the Project Management Consultancy charges.

### **Stages of Payment**

The payment due to the Project Management Consultants shall be made in the manner indicated below:

1.	After appointment of contracting Agency and before start of Construction	10% Advance (calculated on basis of L-1 rates final project cost). Funds will be released after exhaustion of 75% of the initial allotted 10% of the amount on verification of bills by the onboard architect and bank committee.
2.	Running Bill Payment (upto 80% of construction cost + upto 90% of PMC charges)	The running bills to be scrutinized by Bank before release of payment. Retention money @ 8% to be deducted from each running Bill totaling to 10% of total project cost including PMC.
3.	Final Bill (Balance 20% of Construction Cost and PMC charges)	After submission of Completion certificate / As built Drawings/ License required from statutory agencies for Usage of building. Retention money @ 8% to be deducted totaling to 10% of total project cost including PMC
4.	Release of Retention money and Performance Guarantee	a) After successful completion of defect liability period. b) 50 % of Performance Guarantee shall be released after 06 months of completion of the project. Performance guarantee will be release in two parts for the sake of releasing 50% After completion of 06 months, thus retaining 50% for the remaining period.

All payments shall be made by NEFT/RTGS/IMPS.

### **FORCE MAJEURE**

- The “PMC” shall not be liable for delay or nonperformance any obligations mentioned herein, which were caused by war, blockage, revolutions, insurrection, civil commotion, strikes, riots, mobilizations, blockades, acts of god, fire, flood or any other event beyond the control of either party which directly, materially and adversely affect the performance of any such obligation.
- If a force majeure situation arises, the “PMC” shall promptly notify the Bank in writing of such condition. Unless otherwise directed by the Bank in writing, the “PMC” shall continue to perform its obligations under the agreement as far as reasonably possible and shall seek all reasonable alternative means of performance not prevented by force majeure.

### **TERM & TERMINATION**

- It is agreed between the parties the term of this agreement shall be for period of \_\_\_\_\_ months from date of \_\_\_\_\_ which may however be extended by the Bank till work shall be completed in all respect as desired by the Bank under this MOU/Agreement.

- The Bank shall be entitled to terminate this Agreement by giving one-month notice in writing to the “PMC” upon the occurrence of any of the following events:

a) If the “PMC” commits any breach of any of the terms and conditions of this Agreement and in case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a notice in writing giving full particulars of the breach and requiring it to be remedied.

b) If the “PMC” or its Contractor are involved in fraud illegal or unethical activities or in any activities which the Bank, in its reasonable judgment, believes could adversely affect the reputation of the Bank.

c) For any other reason which the Bank considers it as necessary to terminate the agreement including delay in execution of the project to the “PMC”.

- In case, this contract is terminated by the Bank due to failure of the “PMC” or its Contractor(s) in complying with the terms and conditions of this Agreement, the “PMC” shall be liable to pay:

i) The balance amount of the advance paid to the “PMC”

ii) The “PMC” shall pass on to the Bank the amount forfeited by it from the Contractor(s) as per the respective terms and conditions of the agreement entered into between the PMC and its Contractor(s).

#### NOTICES-

All correspondence, notices or any other communication shall be in writing and be deemed to have been duly and sufficiently delivered or served if delivered, properly addressed to the Parties at their below mentioned respective addresses or as otherwise intimated by the Parties.

For the Bank:

The Head - Premises

The Nainital Bank Limited,

Head Office, Seven Oaks,

Mallital, Nainital

E-mail- [premises@nainitalbank.co.in](mailto:premises@nainitalbank.co.in)

For the PMC:

Any change in the above addresses shall be communicated in writing by one Party to other Party and such change shall take effect five (5) Business Days after receipt of such written notice.

## **PENALTY**

If the "PMC" abandons the work, in whole or in part, for any reasons whatsoever or becomes incapacitated from acting as aforesaid, the Bank will make full use of all or any of the drawings prepared by the "PMC" and that the "PMC" shall also be liable to refund any excess payment made over and above, which is due to be paid in accordance with the terms of this agreement, for the services extended to the Bank till the termination of this agreement.

In event of failure of performance of services by the PMC in the desired manner and within stipulated period as specified in this agreement, the Bank will invoke the performance Bank Guarantee submitted by the PMC and the PMC agrees to abide by the decision of the Bank in this regard.

## **PRINCIPAL TO PRINCIPAL RELATIONSHIP**

The relation between the Bank and the "PMC" shall be on principal to principal basis. The Employees engaged by the "PMC" or its Contractor(s) shall be deemed to be the employees of the "PMC" /Contractor(s) as the case may be. "PMC" /Contractor(s) would comply with all statutory obligations and Labour Laws/Regulations/Rules etc. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there is master-servant relationship between the parties. The relationship is on principal to principal basis only.

## **PROFESSIONAL LIABILITY**

The "PMC" is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Project Management Consultant's liability to the Bank will be governed by this MOU.

## **INDEMNITY**

The "PMC" shall indemnify and hold the Bank harmless against any losses, costs or claims which may arise as a result of the negligence or willful misconduct of the Project Management Consultants/ its Contractor(s) or its employees, agents, representatives, Managers or by breach of any of the terms and conditions, declarations, representations, undertakings and warranties contained in this Agreement on its part or its employees, agents and representative.

## **AMENDMENTS AND WAIVER**

No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the Party against whom enforcement of the waiver, amendment or modification is sought.

## **ENTIRE AGREEMENT-**

This Agreement/MOU, RFP , the Technical Bid and Price Bid submitted along with RFP application document by the PMC, all the correspondence exchanged between the Bank and PMC related to referred RFP attached hereto constitute the entire agreement between the parties and supersedes any and all prior or contemporaneous oral and written communications, understandings or agreements relating to the subject matter hereof.

## **SEVERABILITY**

In the event any provision of this Agreement is held by a tribunal/court of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.

**WAIVER:**

Failure to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition of this Agreement or the right to subsequently enforce such term or condition in the future

**CONFIDENTIALITY**

The "PMC" shall keep confidential any information related to the projects mentioned in in the said RPF and shall not divulge the same to any person/ organization / firm without consent in writing by the Bank. In case of violation of the confidentiality agreement, the

**GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of India. All dispute and differences and claims arising out of this Agreement and any other document related hereto shall be subject to the exclusive jurisdiction of the courts/ tribunals of Dehradun

**DISPUTE RESOLUTION AND ARBITRATION**

a. Every dispute, difference or a question which may arise at any time between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall first be endeavored to be amicably resolved at the Top Management level of the parties notified for this purpose hereunder:

For the Bank:

For the PMC:

However, in the event of such dispute, difference or question, etc. remaining unsolved and 30 days have passed since the date of reference to above referred Authorities, the same shall be referred to the arbitration by a sole Arbitrator to be nominated by the MD&CEO of the Bank under the provisions of the Arbitration & Conciliation Act 1996, as amendment from time to time and reenactment thereof. The place of such arbitration shall be at DEHRADUN. All proceedings of such arbitration shall be in the English language. Cost of Arbitration shall be borne by the PMC.

Arbitration awards rendered shall be final and binding and may be subject to any form of appeal. The successful Party may seek to enforce the award in the courts of India

Insurance Cover:

PMC shall obtain and submit to the Bank insurance policy cover of a sufficient amount of all building/construction materials at the site and also of human life at site covering all necessary hazards and damage to them.

This Agreement/MOU may be signed in two counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

For and on behalf of Bank

For and on behalf of PMC

Authorized Signatory

Authorized Signatory

\_\_\_\_\_

\_\_\_\_\_



Name and Designation

Name and Designation

Witness:

1. Witness 1-
2. Witness 2-

- Witness 1-  
Witness 2-

## **INTEGRITY PACT**

### **(Annexure III)**

Whereas The Nainital Bank Limited, an old generation private sector Bank and a public limited Banking company incorporated under the Companies Act 1956 (now the Companies Act 2013) has its Head Office at Seven Oaks, Mallital, Nainital acting through its Premises Department, represented by Vice President, hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.), hereinafter referred to as Stores and / or Services.

And

M/s....., represented by....., Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder/ Seller and the second party, is willing to offer/ has offered the Stores and / or Services.

2. Whereas the Bidder / Seller is a private company/public company /partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

### **3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply / purchase / etc of.....and the Bidder / Seller is one amongst several bidders/Proprietary Vendor/Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Seller(s).

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

### **4. Commitments of the Buyer.**

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

i) No employee of the Buyer, personally or through family members, will in connection with the tender, 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.

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

iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its disciplinary authority and in addition can initiate disciplinary action.

## **5. Commitments of the Bidder(s) / Seller(s).**

5.1 The Bidder(s)/ Seller(s) commit himself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

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

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

iii) The Bidder(s)/ Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. Further, the Bidder(s)/ Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

5.2 The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/subcontractor(s).

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

Agents / Agency Commission:

The Seller/Bidder confirms and declares to the buyer that the Seller/Bidder is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt.

Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores and / or Services referred to in this tender/ offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the

Seller/Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller/Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller/Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

## **6.Previous Transgression**

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact 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 Bidder's/ Sellers' exclusion from the tender process.

6.2 If the Bidder / Seller makes incorrect statement on this subject, Bidder / Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

## **7. Company Code of Conduct**

Bidders / Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## **8. Sanctions for Violation**

8.1 If the Bidder(s)/ Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned herein below:

i) To disqualify the Bidder / Seller with the tender process and exclusion from future contracts.

ii) To debar the Bidder / Seller from entering into any bid from Buyer for a period of two years.

iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

iv) To encash EMD / Advance Bank Guarantees/Bank Guarantees/ Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder / Seller to the extent of the undelivered Stores and / or Services or losses sustained by the buyer.

8.2 If the Buyer obtains knowledge of conduct of a Bidder/ Seller or of an employee or a representative or an associate of a Bidder / Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its competent authority/IEM.

## **9.Compensation for Damages**

9.1 If the Buyer has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee/ Bank guarantee and performance bond/ warranty bond, if furnished by the Bidder / Seller, in order to recover the payments already made by the Buyer for undelivered Stores and / or Services or losses sustained by the buyer.

## **10. Price Fall Clause**

The Bidder undertakes that it has not supplied/ is not supplying same or similar product/systems or subsystems or services at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or State/UT Governments or PSUs or PSBs and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product/ Systems or Subsystems or services was supplied by the Bidder to any other Ministry / Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

## **10.0 Independent External Monitor(s)**

10.1 The Buyer has appointed Independent External Monitors for this Integrity Pact (Names and Addresses of the Monitors to be given in RFP).

10.2 As soon as the Integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the Independent External Monitors.

10.3 The Bidder(s) / seller (s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.

10.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

10.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the Independent External Monitors.

10.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, The NAINITAL BANK LTD.,HEAD OFFICE, SEVEN OAKS ,MALLITAL ,NAINITAL within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

## **11.0 Law and Place of Jurisdiction**

This Integrity pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Dehradun, Uttarakhand India.

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

### **13.0 Integrity Pact Duration**

13.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months from date of placement of order / finalization of contract.

13.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, The Nainital Bank Ltd.of India.

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

### **14.0 Other Provisions**

14.1 Changes and supplements need to be made in writing. Side agreements have not been made.

14.2 The Bidder(s)/Seller(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

14.3 In view of the nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

14.4 Nothing contained in this Integrity Pact shall be deemed to assure the Bidder/ Seller of any success or otherwise in the tendering process.

15. This Integrity Pact is signed with The Nainital Bank Ltd. exclusively and hence shall not be treated as precedence for signing of IP with any other Department of Central/State or UT Government, PSBs, PSUs or any other Organization.

16. The Parties hereby sign this Integrity Pact at \_\_\_\_\_on\_\_\_\_\_ (Seller/Bidder) and \_\_\_\_\_on\_\_\_\_\_ (Buyer)

Buyer

BUYER BIDDER\* / SELLER\*

Signature: Authorized Signatory (\*)

Vice president

The Nainital Bank Ltd. , Premises department

Date:

Date:

**Bid Security Declaration Form**

**(To be submitted by the bidder on firm's letter head)**

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To: The Vice President

Premises depts,

Seven oaks building, Mallital

Nainital-263001

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Signed:

In the capacity of:

Name of person signing the Bid Securing Declaration):

Duly authorized to sign the bid for and on behalf of:

Corporate Seal:

Date:

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

**PART – 2 (PRICE DETAILS)**

**(Should be submitted in “Price Details” Envelope)**

Dear Sir,

Sub: RFP for appointment of project Management Consultants for construction of office building at IT PARK SHASTRADHAR ROAD, SIIDCUL DEHRADUN on Total Turnkey basis.  
Reference: Your RFP .....

1. The “PMC” Charges in percentage of actual cost of works (as referred in RFP) for undertaking the said project – including all Works related– on “Total Turnkey Basis” may be quoted as under. \_\_\_\_\_ % (numerals)  
\_\_\_\_\_% (In words)

2. The GST as applicable on the “PMC” charges shall be paid/ reimbursed to the “PMC” by Bank in addition to the agency charges.

Place:

Date:

Signature of the Applicant with seal



**Annexure I****MANDATORY INFORMATION FOR PREQUALIFICATION OF PMC**

1	a) Name of the applicant / organization b) Address of the Registered Office c) Address of office at Nainital (With Phone Nos, Fax Nos. & E-mail ID & Contact Person)	
2	Year of establishment	
3	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)	
4	Name & Qualification of the Proprietor / Partners / Directors of the Organization / Firm ( Enclose certified copies of document as evidence)	
5	Details of registration – Whether Partnership firm, Company etc. Name of Registering Authority, Date and Registration number (Enclose certified copies of document as evidence)	
6	Whether / registered with Government / Semi – Government / Municipal Authorities of any other Public, Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)	
7	a) No. of years of experience in the field and details of work in any other field.  b) Whether ISO certified, furnish the details	
8	Area of business activities other than PMC services to construction Projects, if any, and place of business.	
9	Address of business activities other than construction if any, and place of business	
10	Address of office through which the proposed work of the Bank will be handled and the Name & Designation of officer in charge.	

11	(a) Yearly turnover of the organization during last 3 years (year wise) and furnish audited balance sheet and Profit & Loss A/c (Audited) for the last -3- years. i.e. 2020-21 2021-22 2022-23	
13	Name & Address of Bankers (Solvency certificate from a Bank to be enclosed for indicating satisfactory financial capacity of at least Rs 5.7 Cr of the organization and not less than 6 months old)	1. 2. 3.
14	PAN No. Aadhar No. , if any	
15	Details of registration for GST	
16	Detailed description and value of works done and works on hand (Proforma I & II)	
17	Details of Key Personnel Permanently employed (Proforma III)	
18	Other infrastructural information to be used / referred for this project. List of available plants, machineries equipment etc.	
19	Furnish the names of -3- responsible persons along with their designation, address, Tel.No. etc. for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization	1. 2. 3.
20	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation. Give name of court, place, and status of pending litigation.	Attach a separate sheet if required.
21	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
22	No. of supplementary sheets attached	

### **PROFORMA I**

**Work 'EXECUTED' as Project Management Consultant(PMC) on works of similar nature of value not less than Rs. 8 Cr over the last -7- years (as of 30.09.2023).**

<b>Project Name</b>	<b>Name of address of Client</b>	<b>Description of work</b>	<b>Contract No.</b>	<b>Value of work (lacs)</b>	<b>Date of issue of Work Order</b>	<b>Stipulated period of completion</b>	<b>Actual date of completion</b>	<b>Remarks explaining reason for delay</b>

**Notes :**

1. Information has to be filled up specifically in this format.
2. For certificates, the issuing authority shall not be less than an Executive In charge.
3. Documentary proof of work orders and performance certificates from the clients are required to be attached.

**PROFORMA II**

**Work 'IN HAND' as Project Management Consultants(PMC) on works of similar nature of value not less than Rs.20 Cr (as of 30.09.2023).**

<b>Project name</b>	<b>Name of address of Client</b>	<b>Description of work</b>	<b>Contract No.</b>	<b>Value of work (lacs)</b>	<b>Date of issue of Work Order</b>	<b>Stipulated period of completion</b>	<b>Actual date of completion</b>	<b>Remarks explaining reason for delay</b>

**Note :**

1. Information has to be filled up specifically in this format. For certificates, the issuing authority shall not be less than an Executive In charge.
2. Documentary proof of work orders and performance certificates from the clients are required to be attached.

### **PROFORMA III**

**Details of key personnel, giving details about their technical qualification & experience including that in your establishments**

<b>SN</b>	<b>Name and designation</b>	<b>Age</b>	<b>Qualification</b>	<b>Experience</b>	<b>Nature of Works Handled</b>	<b>Name of The Projects Handled</b>	<b>Date from Which Employed In your Organization</b>	<b>Indicate Details of Experience To similar Projects</b>
1	2	3	4	5	6	7	8	9

**Notes:**

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical and managerial competency to indicate any important point in your favor.

**PROFORMA IV**

**Information on Litigation History in which the Bidder is involved:**

<b>Client address</b>	<b>and</b>	<b>Cause of dispute</b>	<b>Amount (Rs)</b>	<b>Remarks and the present status.</b>

## **PROFORMA V**

### **Compilation Chart**

Bidders are requested to write/ type in the column enlisted below.

<b>Sr. No</b>	<b>Documents Required</b>	<b>Provided / or Not Provided (to be filled by Bidders)</b>	<b>Page No</b>
1	Work Order Copy and Work Completion Certificate for providing Project Management Services for Construction of multi storied building (commercial / Administrative / Public / Institutional) costing not less than Rs. 8cr during last -7- years as of 30.09.2023.		
2	Work Order Copy and Work Completion Certificate for providing Project Management Services for Construction of Currency Chest or any work order of similar work/ vault/ strong room		
3	Performance Certificates from the employer for the work mentioned in Sr. No. 1		
4	Work Order Copy from PSUs / Scheduled Banks for similar work.		
5	Proof of having in house set up such as, Structural, Electrical, BMS, HVAC Consultant, Technical Staff, etc.		
6	Exposure to Green Building Norms (GHRIHA / LEED/IGBC Rated Building)		
4	Proof for having Presence in Uttarakhand		

I/We hereby declare that I/We have read and understood the above instructions and also declare that all information furnished here are true to the best of my / our knowledge and belief.

**Witness Signature .....**

**Addresses.....**

.....

Date.....

**PMC's Signature.....**

**Address.....**

.....

Date.....

Duly completed Tender application, which can be downloaded from Bank's website, should reach the office of "The Asst. Vice President, The Nainital Bank Ltd., Head Office." **on or before 25.11.2023 by 04.00 PM.** For further details, log on our website <https://www.nainitalbank.co.in/english/tender.aspx>

**For any queries, contact the below mentioned officials:**

(Mr. Pradeep Sinha)

Senior Manager

Premises & Security Deptt.

Contact number: 7456001333

(Mr. Devesh Rawat)

Officer

Premises deptt.

Contact number: 7982659874

Email ID: [premises@nainitalbank.co.in](mailto:premises@nainitalbank.co.in)

**Corrigendum, if any, will be issued on our Bank's website only.**



### **DECLARATION / UNDERTAKING**

1. I/We agree that the decision of the THE NAINITAL BANK LTD. , Nainital hereby referred as client in Selection of Applicants / Contractor, phasing of works in Any other Project related matter will be final and binding to me/us.
2. All the information and data furnished herewith are correct to my/our Best knowledge.
3. I/We agree that we have no objection if inquiries are made about our works related areas and any other inquiry regarding all details, Projects and works listed us in the Pre-Qualification document.
4. I/We also understand that furnishing of wrong information or hiding of information shall be a cause for disqualification.
5. I/We declare that we have not been disqualified (blacklisted) or levied penalty by any bank/PSU in past 7 years for non-fulfillment of the contractual obligations.

Should this tender be accepted, I / We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to **THE NAINITAL BANK LTD.** the amount mentioned in the said conditions.

Our bankers are: (With full address):

- (i)
- (ii)

The names of partners of our firm are:

- (i)
- (ii)

Names of the partner(s) of the Firm authorized to sign

Name of person having power Attorney to sign the Contract (Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of PMC

(Signatures and addresses of witnesses)

Date:

(i)

(ii)