



**REQUEST FOR PROPOSAL (RFP)
APPOINTMENT OF PMC FOR CONSTRUCTION OF RESIDENTIAL FLATS FOR
EXECUTIVES & STAFF AT BANK'S OWNED PROPERTY AT HYDERABAD AS
"DEPOSIT WORK" ON TURNKEY BASIS**

Ref No. SSD/CO ANNEX HYD/09/2022

(Only for Central Government Organizations/ Central Government Construction Agencies/ Public Sector Undertakings/ Public Sector Enterprises/ Central Public Sector Enterprises engaged in Consultancy and building Construction Activities)

RFP invited by

Union Bank of India,
Support Services Department, Pattabhi Bhavan
CO Annex-Building, Saifabad Hyderabad-500004
Ph No 040-23252439/2444
Email gad@unionbankofindia.bank

Date of issue of Tender : 17.12.2022 to 07.01.2023 During office hours.
Last date for submission of tender : 07.01.2023 up to 3.00 pm.
Opening of Bid : 07.01.2023 at 4.00 pm.
Pre bid Meeting : 28.12.2022 at 4.00 pm.

Application Submitted by

Name : _____
Address : _____

Contact No: _____
Email ID: _____

PART – I

(TECHNICAL DETAILS)

INVITATION FOR RFP

Union Bank of India, intends to Construct Residential Flats for Executives & Staff at Bank’s own property at Somajiguda, Hyderabad, as ‘Deposit Work’ on ‘Total Turnkey Basis’. In this regard, the Bank invites RFP - from Central Government Organizations / Central Government Construction Agencies / Public Sector Undertakings / Public Sector Enterprises/ Central Public Sector Enterprises (related to engaging consultancy & construction activities) engaged in Consultancy and building Construction Activities for being engaged as **“Project Management Consultant”**.

1. The Bank owns property admeasuring to 10,742 Square yards (approx.) which includes three buildings and landscape garden at Somajiguda, Hyderabad. Bank proposes to demolish one old building of Stiilt+2 floors and construct twin Residential Blocks each consisting of Cellar + Stilt + 8 floors (32 flats each) building. Total plot area considered for proposed construction is 3917 square yards. Total built up area is 1,08,000 sft approximately.

1.	Name / Nature of the work	:	Appointment of “Project Management Consultant” for construction of Residential Buildings as “Deposit Works” on Total Turnkey Basis (from Concept to commissioning)
2.	Estimated cost of construction	:	Rs.29.50 Crore (approx.)
3.	Time period of Execution	:	30 months
4.	Period of Issue of RFP	:	17/12/2022 to 07/01/2023
5.	Pre-Bid meeting date	:	28/12/2022 at 4.00 pm Venue: Support Service department, 4 th Floor, Pattabhi Bhavan, CO, Annex, Hyderabad
6.	Last date and time for receipt of completed RFP	:	07/01/2023 up to 3.00PM
7.	Date and Time of Opening Technical Bids	:	07/01/2023 up to 4.00PM
8.	Cost of RFP	:	Nil
9.	Submission of RFP	:	The RFP shall be submitted in two separate envelopes-, Envelope No (1) - Technical Bid and Envelope No - (2) Price Bid. Both 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 superscribed as ‘Technical Bid’ and ‘Price Bid’ respectively. These two envelopes are then to be placed together in envelope No.3, sealed and superscribed on the outside with the narration “PROPOSAL FOR CONSTRUCTION OF RESIDENTIAL FLATS FOR EXECUTIVES & STAFF AT BANK’S OWNED PROPERTY AT HYDERABAD”

2. 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 Union bank of India, Support Services Department, Central Office, Annex, Pattabhi Bhavan, Saifabad, Hyderabad, between 10.00 AM and 05.00 P.M. on all working days of the Bank from 17/12/2022 to 07/01/2023.
3. Alternatively, the application documents consisting of above can be downloaded from Bank's website i.e. www.unionbankofindia.co.in / Government procurement website www.eprocure.gov.in 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. Conditional offers will be outrightly rejected.

Sd/-
Chief Manager
Union Bank of India,
Central office, Annex, Hyderabad

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 Government Organizations / Central Government Construction Agencies / Public Sector Undertakings / Public Sector Enterprises/ Central Public Sector Enterprises (related to engaging consultancy & construction activities) engaged in Consultancy and Building Construction Activities as 'deposit work' on 'total 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 at 30th of September 2022.
3. The average of the annual turnover of the Organization/Agency during the last three financial years ending March 2022 shall be more than Rs. 8.85 Crore (Rs. Eight Crore Eighty Five Lakhs Only). A copy each of the Audited balance sheet along with profit and loss account statements for 3 financial years i.e. 2019-20, 2020-21 and 2021-22 should be submitted along with the Technical Bid.
4. The Organization/Agency should have satisfactorily executed project as stated below during the last 5 years as on 30th of September 2022:
 - a) One similar work costing not less than Rs 29.50 crores (Rupees Twenty Nine Crore and Fifty Lakh only)
 - b) The agency should have receipt of professional fee @ 2 % (Rs. 59 lakh) on completion of similar type of medium rise building projects.

('Similar work' shall mean conceptualization, Designing and Execution as a "Deposit Work" on a " Total 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 GHMC. 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.

5. The agency shall predominantly have their controlling office/ construction wing in Hyderabad, no, matter where their Headquarter is located. Evidence for the same should be furnished. No TA/DA shall be paid to the Agency for travelling to/from the headquarter.

6. 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
7. The organization/Agency shall have a valid PAN number. The copy of the PAN number should be enclosed to the RFP.
8. 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.
9. 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.
10. 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.

11. **Scope of Work: -**

A) Pre-implementation Stage

- Preparation of concept plans (at least three nos.) and presentation of the same to the designated committee of the Bank for finalization of concept and design.
- 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.
- Building Risks expenses.
- Preparation of Detailed Project Report / Feasibility Report for bank's approved concept.

B) Implementation Stage:

- Preparation and submission of the drawings approved by Bank to respective regulatory Authority and other concerned statutory authorities i.e GHMC/ Fire Department /Electricity Dept/ HMWSSB and obtain their approval in respect of building plan and services including sanitary, water supply, drainage, electric and the firefighting, environmental impact assessment (EIA) clearance etc., or any other authorities from whom permission is essential for successful commencement and completion of the project and furnish two sets of each such approved drawings / certificates to the Bank.
- 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 and schedules of quantities. Describe the whole project adequately for the purpose of placing the main contract by the approved method.
- 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-1-Techno-Commercial Bid & Part-2-Financial Bid) and award of works with approval of the Bank. Bank shall nominate suitable officers / executives to witness the various processes as observer(s).
- Day to day supervision and inspection by the team of engineers, comprising of minimum one resident engineer, one junior engineer 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 CVC / 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 and / or by CTE of CVC 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 in CD's.
- 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.
- 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.

FORM OF APPLICATION

(On Organisation's/Agency's letter Head) From

Date:.

To,
The Chief Manager,
Support Service Department,
Union Bank of India,
Pattabhi Bhava, Saifabad,
Hyderabad-

Dear Sir,

Sub: -- REQUEST FOR PROPOSAL (RFP) No: FOR SELECTION OF '**PROJECT MANAGEMENT CONSULTANT**' FROM CENTRAL GOVERNMENT ORGANIZATIONS / CENTRAL GOVERNMENT CONSTRUCTION AGENCIES /PUBLIC SECTOR UNDERTAKINGS/PUBLIC SECTOR ENTERPRISES/STATE GOVERNMENT AGENCIES ENGAGED IN CONSULTANCY AND BUILDING CONSTRUCTION , FOR CONSTRUCTION OF RESIDENTIAL FLATS FOR EXECUTIVES & STAFF AT BANK'S OWN PROPERTIES AT HYDERABAD

1. I/we have read and understood the instructions and other terms and conditions furnished in the press notice/notice in the Union Bank's Website 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 Union Bank of India in selection of the "**PMC**" is final and binding to me / us.

Thanking You,

Yours faithfully,
Signature of the authorized official.

Name:

Designation

Place:

INSTRUCTIONS TO THE APPLICANTS

1. Sealed Applications are invited on behalf of the Union Bank of India, Central Office, Annex, Hyderabad, hereinafter known as the “Bank”, for engaging Project Management Consultant for construction of Residential Flats for Executives & Staff at Somajiguda , Hyderabad as “Deposit Works” on “Total Turnkey Basis” (from Concept to Commissioning) within a period of 30 months.
2. **Scope of work:** The “Project Management Consultant” shall be in a position to carry out construction of Residential buildings from conceptualization, planning and construction, i.e from concept to commissioning, as a “Deposit Work” on a “ Total 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 Union Bank of India, Support Services Department, 4th Floor, Central Office Annex, Pattabhi Bhavan, Saifabad, Hyderabad, in person between 10.00 AM and 05.00 P.M. on all working days of the Bank during period of issue of application.

Alternatively, the RFP documents consisting of above can be downloaded from our website www.unionbankofindia.bank/ Government procurement website eprocure.gov.in 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 superscribed as “Technical Bid” and the sealed envelope containing price bid should be superscribed 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 superscribed on the outside with the narration ‘PROPOSAL FOR CONSTRUCTION OF RESIDENTIAL FLATS FOR EXECITIVES & STAFF AT BANK’S OWNED PROPERTY AT HYDERABAD”. 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 on 07/01/2023 in the “Tender Box” kept at the office of :

The Chief Manager,
Support Services Department
Union Bank of India
5-9-11, Pattabhi Bhavan
Central Office, Annex, Saifabad
Hyderabad-500004

Alternatively, the proposals may be submitted through Registered /Speed Post so as to reach the above official on or before the due date and time indicated above. 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 either in English or in Hindi only.

5. A pre-bid conference with the applicants/prospective applicants will be held by the Bank at 4.00 pm on 28/12/2022 at the Bank's premises indicated above, to offer clarifications, if any, sought by the applicants. Any one authorized representative of the Organisation/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.
6. The Technical Bids will be opened in the above said office on 07/01/2023 at 4.00 PM. Any one authorized representative of the Organisation/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 pre-qualification 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.
7. The two envelopes are classified as:
 - (1) Technical Bid (Page 1 to 42 including DD for application fee and required supporting documents)
 - (2) Price Bid (Page No. 43)

The sealed envelope No;1 super scribed as "Technical Bid "submitted should contain all the following details/documents:

- i. 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.**
- ii. All the documents in support of the prequalification criteria are mentioned in the RFP Application form. The documents have to be self-attested by the authorized signatory with official seal.
- iii. 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;1. No additional/supplementary information/document shall be entertained by the Bank subsequently unless it is found necessary and sought by the Bank in writing.

The envelope No.2 superscribed as “**Price Bid**” should be sealed in the manner described in sub-paragraph 4 above and submitted on the same date and time specified above, along with Technical Bid. Non submission of the Price bid and the Technical 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, 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.

8. 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.
9. Union Bank of India reserves the right to amend, delete or modify any of the pre-qualification criteria prescribed as above.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.
17. The acceptance of an application will rest with the Union Bank of India and the Bank reserves to itself the discretion/authority 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 Union Bank of India reserves the right to accept or reject the applications in full or in part and applicants shall have no claim in the matter.
18. The RFP offers shall remain valid for acceptance for a period of 180 days from the date of opening of Price Bid.
19. Professional Fee for Deposit works 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 / CDs etc. including 3 sets of As-Built drawings, in hard copies as well as CD 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.
 - Preparation and submission of the drawings approved by Bank to respective regulatory Authority and other concerned statutory authorities and obtain their approval in respect of building plan and 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.

20. 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.

21. 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 5% 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 and Conciliation Act, 1996 and amendments thereon and shall be within the jurisdiction of Hyderabad Court.

Method of Evaluation

1. All the applications should reach Union Bank of India, Support Services Department, 4th Floor, Central Office Annex, Pattabhi Bhavan, Saifabad, Hyderabad 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 pre-qualification criteria prescribed and also 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 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 fulfill all terms and conditions of the RFP will be initially shortlisted.
5. The applicants shortlisted as above will have to provide soft copies of design layout i.e project scheme as per bank's requisites in line with local body laws.
6. Based on the applicant's eligibility, documents furnished in the support of the same and upon submission of suitable design layout i.e project scheme by them and their suitability to Bank, the Bank will shortlist a final list of technically qualified applicants.
7. 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, in the interest of transparency.
8. 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). 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.
9. A letter of award will be issued to the successful applicant. The successful applicant has to then enter into a Memorandum of Understanding with the Bank within 14 days from the date of issue of letter of award. A Draft Memorandum of Understanding 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.

10. The successful applicant shall agree that until Memorandum of Understanding is signed, his approved RFP application Document shall constitute to be a binding agreement between the successful applicant and the Union Bank of India.
11. During the course of technical and/or price evaluation, the Bank, if considered necessary, seek supplementary information/ clarifications from the applicants/clients.
12. 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 CONSULTANT AND TERMS AND CONDITIONS OF ENGAGEMENT

1. As per the preliminary estimates, an approximate total cost of the above projects would be **Rs 29.50 Crores (Rupees Twenty Nine Crores Fifty Lakh only)** which includes civil works, structural works, plumbing and sanitary work, electrical works Lift installation and Fire Safety works, Tot lot 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”**.
2. The **Project Management Consultant** shall ensure the construction of buildings as proposed by Bank for its usage in the land owned by it at Hyderabad from conceptualization to commissioning. The agency for the project conceptualized shall carry out the entire planning and construction as a **“Deposit Work”** on a **“ Total 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 GHMC.
3. The Draft Memorandum of Understanding 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.
4. 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.
5. Selection of Architect consultancy firm and Construction Agency for the projects will be decided by a Committee mutually formed by the Bank.
6. Agency shall be wholly and solely responsible for any observations/Comments/defects pointed out by C.T.E./C.V.C./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. Compliance of CVC guidelines while employing contractors, Vendors, Suppliers, availing services etc is the responsibility of **“PMC”**, fully indemnifying / protecting the Bank.
7. 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.

8. 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.
9. 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.
10. 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.
11. 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.

12. 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 "A"** for strict compliance.
- ❖ The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

1. Dr. Meeran Chadha Borwankar, IPS (Retd.),
e-mail: mcborwankar@gmail.com
2. Smt. Bharathi Sivaswami Sihag, IAS (Retd.),
e-mail: bsihag@hotmail.com

13. It may kindly be noted that all clarification/query/status with respect to tender may be forwarded to the following officer and not to IEMs except query related to Integrated Pact:

Mr. V.V. Subba Rao
Chief Manager
Ph. No 040-23252439

Signature of the Applicant with seal

MEMORANDUM OF UNDERSTANDING

Subject : Construction of Residential Flats for Executives & Staff at Bank's own property at Somajiguda, Hyderabad - from Conceptualization to Commissioning as "Deposit Work" on a "Total Turnkey basis".

THIS AGREEMENT is made at ----- on ----- between Union Bank of India, a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1980 having its **Central Office, Annex building at # 5-9-11, Pattabhi Bhavan, Saifabad Hyderabad**, (hereinafter called the 'Bank') and the terms 'Bank' shall mean and include its administrators, executors and assigns on ONE PART.

AND

----- Having its Registered/ Corporate Office at -----
----- (hereinafter called the 'PMC) (and the term the "**PMC**" shall mean and include its administrators, successors and assigns) on the OTHER PART.

WHEREAS, the Bank has agreed for awarding / entrusting the works relating to construction of Residential buildings for Executives & Staff from concept to commissioning, as a "Deposit Work" on a "Total 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 "Deposit Work" on a "Total Turn-Key basis" on the land owned by the Bank,

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.

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 "**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 Construction of Residential Flats for Executive & Staff as per Bank's requirements of its usage at Somajiguda, Hyderabad as described above.

'PMC 'means ----- (Name and address of the PMC)

'PMC Charges' means the project executing charges payable to the PMC as a percentage of the actual cost.

'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.

2.0 GENERAL TERMS

2.1 Theas **"PMC"** for the above work shall carry out the entire planning and construction of Banks Residential Building for Executives & Staff at premises bearing No. 6-3-1101,Somajiguda, Hyderabad as a 'Deposit work' on a 'Total Turnkey Basis' i.e. ready for immediate utilization. The PMC shall be paid the actual cost of the work plus agency charges of.....thereon on the basis of actual cost of work.

2.2 The expression 'actual cost of works' shall include the following:

- a. Final payment to be made by the Project Management Consultants to the contractor(s) as agreed upon in the tender for construction of the building, services, related charges etc. The said final payment shall not include the work contract tax, GST, turnover tax, VAT and any other tax or cess as applicable to the execution of work. The same will be paid by the Bank over and above the final payment to be made and does not include in the "actual cost of works".
- 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.

2.3 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 to local government or any other statutory body or bodies for getting approvals for the project.
- c) Consultation service of Architect/ structural/fire/mechanical / electrical & Plumbing etc.
- d) All stationary charges for preparations of drawings,

2.4 **PMC** shall endeavor to engage one of the best available Architect consultancy firm for comprehensive planning and designing of the proposed project at Hyderabad of the Bank through the laid down Government of India procedure and CVC guidelines for procurement of services. **PMC** shall form an evaluation screening committee comprising

of adequate member /representative from the **PMC** and also from the Bank and/or its authorized nominee(s) as mutually decided for the process and finalization of engagement of Architect consultant.

- 2.5 **“PMC”** shall endeavor to engage one of the best available Construction agency for construction of the proposed building at Hyderabad of the Bank through the laid down Government of India procedure and CVC guidelines for procurement of services. **“PMC”** shall form an evaluation screening committee comprising of adequate member /representative from the **“PMC”** and also from the Bank as mutually decided for the process and finalization of pre-qualification of construction agency. However, financial bids shall be decided by the **“PMC”** as per its delegation of financial power for acceptance of such work.

3.0 ROLE AND RESPONSIBILITIES OF THE “PMC”

- 3.1 The **“PMC”** shall submit detailed timeline for 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.
- 3.2 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 **“PMC”**. 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.
- 3.3 Subsequent to signing of the MOU, the **“PMC”** shall take possession of the site from the Bank. 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.
- 3.4 The **“PMC”** shall nominate a team of Engineers, comprising of minimum 1 Senior Resident engineer, 1 Junior Engineer (work wise) 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.
- 3.5 **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, 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.

- 3.6 The **“PMC”** shall prepare detailed estimates of cost of the various items required for the project on Telangana 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.
- 3.7 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.
- 3.8 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.
- 3.9 **“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.
- 3.10 **“PMC”** shall be wholly and solely responsible for any observations/Comments/defects pointed out by C.T.E./C.V.C./ 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. Compliance of CVC guidelines while employing contractors, Vendors, Suppliers, availing services is the responsibility of **“PMC”** fully indemnifying / protecting the Bank.
- 3.11 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.
- 3.12 The Bank or any person 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 with out any extra cost.

- 3.13 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".
- 3.14 The "PMC" shall be responsible for proper structure, design, specifications and workmanship. The proposed Residential Flats 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.
- 3.15 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 twelve months from date of handing over. "PMC" shall be responsible for satisfactory rectification of defects.
- 3.16 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.
- 3.17 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.
- 3.18 The "PMC" shall unless otherwise specified, be fully responsible for Procurement of all materials and services for the entire construction and project activity.
- 3.19 "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 .
- 3.20 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.

- 3.21 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.

- 3.22 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.
- 3.23 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.
- 3.24 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.
- 3.25 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.
- 3.26 (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 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”** the Bank and PMC, 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 well being 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.

3.27. 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.

4.0 ROLE AND RESPONSIBILITIES OF THE BANK

4.1 The Bank shall make available the site for work to the **“PMC”**.

4.2 The Bank shall not be responsible to the Contractors/Suppliers.

4.3 The Bank shall make payment to the **“PMC”** as per MOU Clause 7 **“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, non-fulfilment, 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.

5.0 COMPLETION OF THE PROJECT

5.1 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.

- 5.2 The work shall be completed in all respect within a period of 30 months calculated from the date specified in clause 5.1 above.
- 5.3 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"**. The preconstruction activities are likely to take about **Six** months. 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 after approval of the building plans of the project from the local bodies. **"Occupation Certificate"** shall be obtained and submitted within 2 months from the virtual date of completion of project.
- 5.4 **"PMC"** shall be required to complete the Construction work within the period stipulated in Para 5.2 above. In case of delay, which may occur 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 21 (Liquid Damage) of RFP.
- 5.5 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.
- 5.6 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.

6.0 ASSIGNMENT OF THE M.O.U

- 6.1 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.
- 6.2 The MOU will come into effect only after the unencumbered possession of the site is handled over by the Bank to the **"PMC"**.

- 7. 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 per project. The GST including any other cases as applicable on the **"PMC"** charges

shall be paid/ reimbursed to the **"PMC"** by the Bank in addition to the Project Management Consultancy charges.

7.1 Bank will provide interest free advance to the Project Management Consultants towards the execution of the projects in the following manner:-

- 1% (one percent only) of the anticipated project cost will be paid by the Bank to **"PMC"** before preparation of preliminary estimates.
- 1% (One percent only) tendered estimate upon its approval by Bank.
- 1% (One percent only) tendered estimate upon submission of plans to statutory Local Authorities.
- 1.5% (One point five percent only) on tendered estimated upon approval of plan from statutory Local Authorities.
- 3% (Three percent only) of lowest bid value upon issuance of work order to the contractor.

7.2 Bank will make payment in respect of the running bills of the contractor(s) upon certification by the **"PMC"** and forwarding the same to the Bank for payment including the Professional Charges of the **"PMC"** in respect of each running bill. All the aforesaid payments will be made to the PMC directly.

The above interest free advance of 7.5% (Seven point Five percent) which will be extended to the **"PMC"** by the Bank towards implementation of the project, the same will be adjusted @15% from the running bills of the contractors/ PMC Charges in a phased manner.

7.3 The Bills/Proforma invoice including set of all required relevant papers will normally be processed on receipt from **"PMC"** by the Bank within a timeframe of 15 working days. However, no interest is liable to be paid by the Bank in case of delays if any.

8. FORCE MAJEURE

8.1 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.

8.2 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.

9. TERMINATION

9.1 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**”.

9.2 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).

10. 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.

11. 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.

12. 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 **RFP**.

13. 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.

14. 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.

15. ENTIRE AGREEMENT

This MOU and 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.

16. 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

17. 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 Memorandum of Understanding (MOU) is liable to be terminated by the Bank.

18. 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. However, in the event of such dispute, difference or question, etc. remaining unsolved, the same shall be referred to the arbitration by a sole Arbitrator to be nominated by the General Manager, SSD of union Bank of India under the provisions of the Arbitration & Conciliation Act 1996, and to the said Act. The place of such arbitration shall be at Hyderabad.

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 Signature

Authorized Signature

Witness: 1.

Witness: 1

2.

2.

UNION BANK OF INDIA

Application for being engaged as “PMC” from Central Government Organizations / Central Government Construction Agencies / Public Sector Undertakings / Public Sector Enterprises/ Central Public Sector Enterprises (related to engaging consultancy & construction activities) as “Deposit work “on a “Total Turnkey basis”.

SI No	Description	To be filled by the Applicant
1	Name of the Organization	
2	Complete Postal Address (With telephone (landline), Mobile, Fax numbers and e-mail)	
3	Name of the contact person, designation and mobile number – Of person Signing the Documents, RFP, Agreement etc (Power of Attorney of the Person Signing to be enclosed)	
4	Address of Branches if any in Hyderabad	
5	Year of Establishment and Experience details in handling consultancy and construction activities (Enclose necessary proof)	
6	Experience details in handling Construction Activities in Public Sector Banks and other Financial Institutions, large office buildings / commercial premises / Industrial houses for any Central Government / State Government/ Central Autonomous Body/scheduled commercial Bank (Including Public Sector /Private sector) / State Government Autonomous Body/ Central Public Sector undertaking / State Public Sector undertaking.	

7	Status of the Firm – Central Government Organization / Central Govt. Construction Agency / Public Sector Undertaking / Enterprise/ State Govt. Agency.	
8	Give the names and designation of authorized person responsible for signing documents such as Contract Agreement, Correspondence etc.	
9	Whether registered with the Registrar of Companies/Registrar of Firms. If yes, mention Registration number and date. (Enclose copy of registration Certificate)	Yes/No
10	Mention permanent account number. Enclose copies of PAN Certificate and Income Tax Clearance Certificate>Returns)	
11	Whether registered with Central Excise Department for payment of Service Tax. If yes, give registration Number and date. (Enclose copy of Registration Certificate) If not mention the reason for the same.	
12	Give consolidated annual financial business turnovers of the firm for the immediate last three years (year wise) in lakh rupees. (Enclose copies of audited Balance Sheets and Profit & Loss Accounts)	2019-20 2020-21 2021-22
13	If you are registered in the panel of other organizations/Banks, PWD etc., furnish their names, category and date of registration. (Enclose necessary proof)	i) ii) iii)
14	Are you conversant with the Guidelines, Directions, Observations and regulations of Central Vigilance Commission regarding Bank Works?	
15	Are you conversant with the guidelines of the Indian Banks' Association regarding Bank works?	
16	Are you conversant with building Byelaws, rules and regulations of Grater Hyderabad Municipal Corporation, Telangana ?	

17	Any Director / Senior Executive of your Organization is on the Board of the Bank or related to Senior Executives of the Bank. If so, please furnish the details	
18	Any Important information applicant may wish to provide	

Signature of the Applicant with seal

Details of work done in the descending order of the Value of Work.

(Enclose copies of supporting documents)

Sl No	Name of Client	Nature of work	Value of work	Professional charges received (% of value of work)	Duration of completion	Date of completion
A						
B						
C						
D						
E						
F						
G						
H						

(Copies of agreements entered into other Organizations with / Public Sector Banks etc. may be enclosed)

Signature of the Applicant with seal

Details of Key Technical Persons Employed in Applicants Firm					
SI No	Name of Person	Designation	Qualification	Total experience	Number of years employed in Applicant Firm
A					
B					
C					
D					
E					
F					

Signature of the Applicant with seal

DECLARATION

1. The above particulars furnished by us are true and correct.
2. The duties/functions expected to be performed by us as **"PMC"** are clearly understood by us and we enclose herewith list of duties/functions duly signed in all the pages.
3. We agree to execute necessary MOU for the work to be entrusted to us at the appropriate time and we also agree to bear all expenses towards executing the agreement.
4. We have enclosed copies of all required documents sought for in the application.
5. We understand that Bank reserves the right to accept, negotiate, reject my/our application without assigning any reasons, whatsoever, and the decision of the Bank shall be final and binding on us.

Place:

Date:

Signature of the Applicant with seal

Tender Ref. No.:SSD/CO-Annex-Hyd/09/2022

Integrity Pact

Whereas Union Bank of India having its CO Annex-office at Pattabhi Bhavan, 5-9-11,Saifabad, Hyderabad, India- 50004 acting through its Support Services Department, represented by General Manager / Dy. General Manager 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) in consultation with Central Vigilance Commission, 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 Chief Vigilance Officer 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.
 - iv) 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)/sub-contractor(s).

- 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)/sub-contractor(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
- 5.4 Agents / Agency Commission:

The Seller/Bidder confirms and declares to the buyer that the Seller/Bidder is the original manufacturer or authorized distributor / stockist 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/ Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder / Seller to the extent of the undelivered Stores and / or Services.

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 Chief Vigilance Officer.

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 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.

10. Price Fall Clause

The Bidder undertakes that it has not supplied/ is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or Coal India Ltd 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 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.”

11. Independent External Monitor(s)

- 11.1 The Buyer has appointed Independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given in RFQ).
- 11.2 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.
- 11.3 The Bidder(s) / seller (s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.
- 11.4 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.
- 11.5 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.
- 11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Union Bank of India, Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai -21 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

12. Law and Place of Jurisdiction

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

13. 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.

14 Integrity Pact Duration

14.1 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.

14.2 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, Union Bank of India.

14.3 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.

15. Other Provisions

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

15.2 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.

15.1 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.

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

16. This Integrity Pact is signed with Union Bank of India exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

17. The Parties hereby sign this Integrity Pact at _____ on _____ (Seller/Bidder) and _____ on _____ (Buyer)

BUYER

BIDDER* / SELLER*

Signature:

Signature:

General Manager/ Dy G M,

Authorized Signatory (*)

Union Bank of India,

.....Division

Date:

Date:

Stamp:

Stamp:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

(*) – Authorized signatory of the company who has also signed and submitted the main bid

PART – 2

(PRICE DETAILS)

(Should be submitted in “Price Details” Envelope)

Dear Sir,

Sub: RFP for appointment of project Management Consultant for construction of Residential Flats at Hyderabad as “Deposit works” on Total Turnkey basis.

Reference: Your RFP dated 17/12/2022

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

<p>_____ %</p> <p>(numerals)</p> <p>_____ %</p> <p>(In words)</p>

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