

**CANARA BANK**  
(A Government of India Undertaking)

ESTATE POLICY AND CONTROL SECTION

GENERAL ADMINISTRATION WING ,

HEAD OFFICE ( Annexe ) ,

No.29, K R ROAD , BASAVANGUDI ,

BANGALORE - 4

Selection of Architect for Construction of Office and Residential Complex at No.  
220,221,222,& 223 Dollar colony , RMV II stage, Bangalore

This document can also be downloaded from Bank's website [www.canarabank.com](http://www.canarabank.com).

# CANARA BANK

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**CANARA BANK**  
(A Govt. of India Undertaking)  
**ESTATE POLICY & CONTROL SECTION,**  
**GENERAL ADMINISTRATION WING HEAD OFFICE( ANNEXE )**  
No. 29, K R ROAD, BASAVANGUDI, BANGALORE -4  
Telephone 080-26621873

**NOTICE INVITING OFFERS (NIO)**

**SUBJECT: Selection of Architect for Construction of Office and Residential Complex at No. 220,221,222,& 223 Dollar colony , RMV II stage, Bangalore**

The Canara Bank proposes to redevelop the residential property at No. 220, 221, 222 & 223 , Dollar colony, RMV stage II, Bangalore by amalgamating these individual plots and demolishing the existing individual bungalows. Offers from eligible Architectural consultants are invited in the prescribed format under Two-envelope concept.

1. Nature of the document: TWO BID CONCEPT

2. The offer document comprises of the following:

**A. TECHNICAL BID:**

- a) Eligibility criteria.
- b) Brief details of the work
- c) General Rules & Instructions to the Applicants.
- d) Method of selection of Architect.
- e) Conditions of contract
- f) Application Format.
- g) Proforma - A,B,C, D & E
- h) Site plan

**B. FINANCIAL BID-FEE STRUCTURE** : Financial bid for the proposed consultancy services in Proforma-F and submitted in a separate envelope.

3. Earnest Money Deposit : Rs 25,000/- (Rupees Twenty Five Thousand only )
4. Period of issue of the documents : 06.07.2011 to 19.07.2011
5. Last date and time for submission offer is - 20.07.2011 - 3 PM .
6. Date of opening of Technical bid : 20.07.2011 at 3.30 PM.

Divisional Manager

**A. ELIGIBILITY CRETERIA**

**SUBJECT: Selection of Architect for Construction of Office and Residential Complex at No. 220,221,222,& 223 Dollar colony , RMV II stage, Bangalore**

| S.No | Criteria   | Documents Required   |
|------|--|--|
| 01   | The Architect should be a registered member with Council of Architecture ( COA )   | Copy of valid registration certificate from COA  |
| 02   | The Architect should have minimum of 7 years experience in architectural services as on 31.03.2011.  | Order copies OR satisfactory completion certificates from the clients. The documents shall be prior to 31.03.2004  |
| 03.  | The Architect should have provided consultancy services for atleast three(3) similar works each costing Rs 5 crores OR two (2) similar works each costing Rs 6 crores or One(1) similar work costing Rs 10 crores during the last 5 (Five) years ending with 31.03.2011.<br>Similar work means Construction of office and/or residential complex in Bangalore city metropolitan area ie within BBMP & BMRDA area.      | Satisfactory completion certificates from the clients clearly indicating the nature of service, cost & nature of work and month & year of commencement and completion. |
| 04   | The Architect should have provided consultancy services for atleast One(1) work of any nature costing atleast Rs 5 crores during the last 5 (Five) years ending with 31.03.2011 to Central/state government organizations or Central/state government undertaking or Autonomous bodies or PSU Banks / PSU financial Institutions.<br>This work can be one among the works stated in (3) above OR can be separate work. | Satisfactory completion certificates from the clients clearly indicating the nature of service, cost & nature of work and month & year of commencement and completion. |
| 05   | The Architect must have service tax registration number and PAN number.  | Copies of the registration certificate and PAN card copy shall be enclosed.  |

**Note:**

- 1)The value of executed works shall be brought to current costing level by enhancing the actual value of the work at simple rate of 7 % per annum calculated from the date of completion to 31.03.2011. The Value of work in all the above cases shall mean the cost of construction and services excluding the cost of land and consultants fee.
- 2) The consultancy service shall include all professional consultancy services related to the building including supervision, construction management.

## B. BRIEF DETAILS OF THE WORK

**SUBJECT: Selection of Architect for Construction of Office and Residential Complex at No. 220,221,222,& 223 Dollar colony , RMV II stage, Bangalore**

- 1 It is proposed to develop a land area measuring 1608 sqmt and construct an Office cum Residential building. The site is located at 220, 221, 222 & 223, Dollar colony, RMV stage II, Bangalore. The existing buildings shall be demolished.
2. The proposed construction shall comprise of the following:
  - a) Around 35 flats of 2 BHK each of approx 700 sft of carpet area
  - b) Currency chest & Branch of approx 8650 sft
  - c) Parking facilities.

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### C. GENERAL RULES & INSTRUCTIONS TO APPLICANTS

**SUBJECT: Selection of Architect for Construction of Office and Residential Complex at No. 220,221,222,& 223 Dollar colony , RMV II stage, Bangalore**

1. The documents consisting of Notice inviting the Offer, Eligibility criteria, General rules and instructions to Architects, Method of selection, conditions of contract, Application Format, Proforma-A,B,C,D,E & Financial bid in Proforma F can be collected between the dates mentioned in the Notice Inviting Offer (NIO) during the working hours everyday except on Sundays and Public Holidays, at Estate Policy & control section, General administration wing , Canara Bank, Head office, No. 29, K R Road , Basavangudi, Bangalore-4 OR alternatively tender documents can be downloaded from the banks web site .
2. The tender is "TWO ENVELOPE CONCEPT" and it has to be submitted as such. It should be always be placed in sealed cover super scribed as " Technical Bid for selection of Architect for the construction work at RMV stage II , Bangalore " on the **First envelope** and " Financial Bid for selection of Architect for the construction work at RMV stage II , Bangalore " on the **second envelope** as the case may be and both the sealed covers shall be placed in bigger outer cover and sealed and super scribed as "Offer selection of Architect for the construction work at RMV stage II, Bangalore".
3. The first envelope should contain Earnest Money deposit (EMD) and all the components of Technical Bid as detailed in the NIO with all supportive documents duly signed on all the pages **other than the financial / fees aspects**.  
  
Offerer should note that financial aspects of the offer should not be disclosed in any way, in the technical bid/ first envelope and such technical bids consisting financial aspects are liable for rejection.
4. The second envelope should contain the financial Bid as per **proforma F** and should be sealed and submitted on the same given date and time simultaneously along with Eligibility & technical bid. Non submission of the same (ie proforma F) in separate sealed cover along with Eligibility & technical bid shall automatically render the entire offer being rejected. This envelope should contain duly filled in Fees details (enclosed in the offer document) with values written in words and figures.
5. **Earnest Money Deposit ( EMD) : Rs 25,000/- ( Rupees twenty Five Thousand only)** by Demand Draft on Bangalore favoring " Canara Bank, Head office, Bangalore " from any Nationalized / Scheduled Bank.

6. EMD is to be submitted along with Technical bid. submission of the EMD in the Financial bid envelope shall render the tender being rejected on the grounds of non submission of the EMD.
7. The duly completed sealed offers should be submitted to Senior Manager, Estate Policy & control section, General Administration wing , Canara Bank, Head office, No. 29, K R Road, Basavangudi , Bangalore on or before 20.07.2011, 3:00 PM. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of NIO the next working day will be deemed to be the last day for submission of the offer. Delays in receipt of the offer due to delays by post or courier shall not be accepted by the Bank.
8. The First envelope ( Technical bid ) will be opened in the said office on 20.07.2011 at 3.30 PM
9. The date for opening the Second envelope ( Financial bid) will be intimated subsequently only to such firms who comply and score qualifying points in the Eligibility criteria, Design competition, scrutiny of the technical details as a part of Technical evaluation.
10. Offer shall be submitted on prescribed Form only ie..as per documents issued/downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed in this document shall be liable for rejection. The applicant shall submit an under taking in Proforma E stating that no changes, alterations are made in the offer documents issued by the Bank or downloaded from the website and same is submitted to the Bank.
12. The fees quoted shall be inclusive of all fees / charges payable to the associate consultants, Income tax ( TDS) but exclusive of service tax.
13. The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of a offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.
14. Offers which are incomplete in any respect are liable to be rejected.
15. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the Architects who resort to canvassing will be liable for rejection.

16. The applicant shall furnish the list of his relatives working in the Canara Bank with their present place of posting in the **Proforma A**.
17. The applicant shall furnish the list of retired Government /PSU / Banks employees, employed by him with full details of their previous employment in **Proforma A**.
18. The offer shall remain open for acceptance for a **period of 90 days from the date of opening**. No offer can be modified or withdrawn by the Architect after submission of the Bid . If any Architect withdraws his offer before the said validity period or makes any modifications in the terms and conditions of the offer which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to **forfeit full value of the Earnest Money Deposit** as aforesaid.
19. The Architect or their authorized representatives with an authorization letter as per **Proforma B**, are requested to be present during the opening of the bids. This is optional. Bank will proceed with opening of the technical bids / financial bids on the stipulated date & time unless other wise modified with prior intimation to the Applicants.
20. It will be obligatory on the part of the Architect to tender and sign the offer documents for all the component parts and pages .
21. The successful Architect shall execute the agreement on a stamp paper of appropriate value within 14 days from the date of acceptance of the offer, and until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the Architect and the Bank/ Employer.
22. On acceptance of the offer , the name of the accredited representative(s) of the Architect who would be responsible for taking instructions from the Bank / Employer shall be communicated to the Employer.
24. Conditional offers shall be summarily be rejected.
25. The architect shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer. A copy of the site plan is attached in this NIO. For any assistance for visiting the site intending applicants may contact **Senior Manager, Estate Policy and Control Section, Canara Bank, Head Office (Annex), Dwarakanath Bhavan, NO.29 K R Road, Basavanagudi, Bangalore -4. Phone No. 080-26621874 .**

26. During the course of technical evaluation if found necessary the Bank may seek supplementary price bids to bring the evaluation at par and any such price bids shall be prepared as stated in the tender and submitted in sealed envelopes superscribing "Supplementary Price Bid for the project of ..... Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.
27. Voluntary submission of the supplementary price bid by the contractor/vendor / tenderer shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer only. Any other un-related price variations furnished in supplementary price bids shall not be recognised and might be liable for rejections if undue information are furnished.
28. In case of other un-qualified / disqualified Architect, the sealed Price bid along with EMD shall be returned within 15 days of notifying as unqualified.
29. In case of unsuccessful Architects the EMD shall be returned within 15 days of notifying as unsuccessful.
30. Bank reserves the right to call for opinion directly from the clients of the Architects on the work orders and performance certificates or any other matters .
31. Bank reserves the right to disqualify the Architect if the details furnished by the Applicant is found to be false.

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**D. METHOD OF SELECTION OF ARCHITECT**

**SUBJECT: Selection of Architect for Construction of Office and Residential Complex at No. 220,221,222,& 223 Dollar colony , RMV II stage, Bangalore**

1. The offers of the applicants will be evaluated based on the eligibility criteria and Preliminary conceptual designs.
2. Compliance of all the stipulated eligibility criteria is mandatory. Further evaluation & short-listing will be carried out by the following scoring method on the basis of details furnished by them with additional points for higher experience. **The qualifying criteria shall be 60% under each parameter with over all score of 70 points.**

| SR. NO | CRITERIA  | MAXIMUM POINTS FOR EACH PARAMETER |
|--------|---|-----------------------------------|
| a)     | Experience in Architectural services - eligibility criteria 2   | 15                                |
| b)     | Experience in qualifying works during last 5 years eligibility criteria 3, this includes visit to site  | 45                                |
| c)     | Experience in works undertaken for Central/state government organizations or Central/state government undertaking or Autonomous bodies or PSU Banks / PSU financial Institutions. during last 5 years eligibility criteria 4 this includes visit to site. | 20                                |
| d)     | Organizational set up including staff strength, infrastructural facilities (Details to be attached)<br>Consultant / Associates including in-house capabilities for various services (Details to be attached)  | 10                                |
| e)     | Established office and staff at Bangalore (details to be attached)  | 10                                |
| TOTAL  |   | 100                               |

The applicant shall co-ordinate for the site visit of their qualifying works with their clients.

3. The Applicants who meet the above qualifying criteria as per (2) above will be informed to submit the preliminary conceptual designs comprising of Plans, Elevations and Architectural Designs with drawings giving details of useful areas, total plinth area of the buildings, brief specifications along with 3D view of elevations, perspectives, to provide information on the concept & basic plan of the project. In case of large number of qualifying Applicants, Bank shall short-list top 5 Architects based on the points obtained in (2) above for submission of above preliminary concept designs & others details.

The Applicants while preparing the above preliminary conceptual design for presentation shall take note of the following points:

- i. Develop Architectural drawings/ plans for the maximum permissible built up area so as to utilize the full permissible FSI as per the local bye-laws and regulations. A copy of available site plan is enclosed with this NIO. The drawings prepared shall have good aesthetics, space efficiency, economy, structural safety and stability, incorporating features/ facilities for the persons with special needs, ease and speed of construction, economy and efficiency in post completion, care taking and maintenance, etc. The drawings shall be as per the National building code and as per Bye laws.
- ii. The drawings should contain the **concept design of the building** appropriate to the purpose and use for which it is intended and should be cost effective and enable speedy construction.

The emphasis should also be given on design efficiency including best use of plot of land including area available free of FSI, future expansion etc., as per local byelaws.

Further these Applicants who submit the preliminary conceptual designs shall be called for the Design presentation of their proposals ( ie plans, elevations, perspective views, 3D images & salient features etc) to Bank at Bangalore. No travelling costs shall be paid by the Bank for this presentation.

4. The preliminary conceptual Designs & presentations made by the responding Architects will be evaluated and assessed by the Selection Committee of the Bank to rate their design on the basis of adherence to the Banks requirements (detailed in Part B of these documents) functional adequacy, efficiency of planning, aesthetics and cost effectiveness as per the following scoring criteria:

| Sl. No. | Criteria  | Points |
|---------|---|--------|
| a)      | Main thematic vision, innovation , Originality of the concept, Aesthetics, Elevations . | 30     |
| b)      | Adherence to banks requirements   | 20     |
| c)      | Efficiency of design and facilities planned   | 30     |
| d)      | Cost Effectiveness  | 10     |
| e)      | Ease of maintenance   | 10     |

4. The Financial bids will be opened only in respect of Applicants who score **70 points** and above for their **preliminary conceptual Designs & presentations** on a pre-notified date & time.
5. The merit rank and the fees quoted will be taken into account for the final selection of the Applicant with weightage of 70 % for the merit ( ie preliminary conceptual Designs & presentations ) and 30 % for the Fee quoted. The weightage will be applied as per the example given below:

Let us assume 3 participating Architects scoring more than 70 scoring points in the design competition (technical bid) and their quoted fee is as under :

| Sl. No. | Description | Scoring points awarded by the Evaluation Committee | Fee quoted by the agency (Amount in lakhs of Rs ) |
|---------|-------------|--|---|
| 1       | Architect A | 85   | 3.5   |
| 2       | Architect B | 75   | 2.5   |
| 3       | Architect C | 70   | 3.0   |

The maximum scoring points i.e 85 scoring points will be given 100 percentage and percentage of the other Architects will be worked out on proportionate basis and thereafter weightage of 70% will be applied on marks so obtained. Similarly the minimum fee i.e Rs 2.50 lakhs will be given 100 percentage and percentage of the other Architects will be worked out on proportionate basis and thereafter weightage of 30% will be applied on marks so obtained. The marks so obtained by all the Architects will be added and the Architect scoring maximum marks will be considered for appointment .

Marks obtained by Architect A -  $(85 / 85) \times 70 + (2.50/3.50) \times 30 = 91.42$  points

Marks obtained by Architect B -  $(75 / 85) \times 70 + (2.50/2.50) \times 30 = 91.76$  points

Marks obtained by Architect C -  $(70 / 85) \times 70 + (2.50/3.00) \times 30 = 82.63$  points

As per the weightage, the Architect B gets the maximum points and will be considered for appointment.

6. The decision of the Bank in selection of the Architect shall be final and binding on the participating applicants.
7. All those Applicants who have submitted both their technical bids and financial bids and who are found eligible and qualified for Financial bid opening (ie scoring 70 points or more in the technical details & design presentation) by the Bank, except the one who is finally selected for award of Architectural consultancy work for the project, will be paid a lump sum amount of Rs 25,000/- (Rupees Twenty five Thousand only) as token of honorarium for the services rendered.

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**CONDITIONS OF AGREEMENT**

**SUBJECT: Selection of Architect for Construction of Office and Residential Complex at No. 220,221,222,& 223 Dollar colony , RMV II stage, Bangalore**

**1. DEFINITIONS;**

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

- (i) 'Approved' means approved by Bank's representative in writing including subsequent confirmation of previous approval and 'Approval' means approval by Bank's representative in writing as above said.
  - (ii) 'Bank' means the CANARA BANK which expression shall unless excluded by or repugnant to the context include its representative.
  - (iii) 'Bank's representative' means the General Manager, Canara Bank, G A Wing , Head office Bangalore or any person authorised by him as in charge of the work and would sign the agreement on behalf of the CANARA BANK.
  - (iv) "Architect" means M/s. \_\_\_\_\_ or their assigns or successors in office and authorised representative.
  - (v) " Project Management consultant " means M/s. \_\_\_\_\_ or their assigns or successors in office and authorised representative engaged by the Bank for the supervising and managing the project .
  - (vi) "Contractor" means the person, firm and / or Company whose tender/tenders for \_\_\_\_\_ is/ are accepted by the Bank and includes the contractor's personal representative, successors and assigns.
2. "Building/ Project" shall mean Proposed Construction of Office cum Residential Complex at Property No 220, 221, 222 & 223, Dollar colony, RMV stage II, Bangalore
  3. 'Site' means Property No 220, 221, 222 & 223, Dollar colony, RMV stage II, Bangalore
  4. The successful ARCHITECT shall undertake the services by themselves except for the specialist / service associate consultant and shall not sublet or assign or transfer or sub contract any part of the services.
  5. No personnel employed by the ARCHITECT or associate consultant for the work will be liable for any sort of compensation or employment from the Bank.

## 6. SCOPE OF SERVICES

The scope of consultancy work shall include the soil investigation, planning, layout plan, elevations, sections and perspective in the scale of 1:100 along with computer generated 3-D image of the buildings, designing, Architectural drawings, preparing preliminary as well as detailed working drawings, structural designs, construction drawings & completion Plans/Drawings and specifications, bill of quantities, Preliminary & detailed Estimates, preparation of pre-qualification documents for selection of contractors, preparation of tender documents for execution of works, supervision of the works, certifications of the contractors bills and quality control which is more detailed in the para (7) below for the following works:

1. Civil
2. Electrical works & Installations
3. Electrical power distribution
4. Sanitary, drainage and water supply including pump sets
5. Lifts with machine room
6. Fire fighting system including fire pumps, sprinklers.
7. Non wet fire fighting system
8. Smoke detection and fire alarm system
9. Landscaping and Gardening
10. Landscape lighting and garden, path way lighting.
11. Rain water harvesting system
12. Solar power pack and solar water heating and lighting system.
13. Any other services / systems as may be found necessary for functional requirement of the building.

## 7. STATUTORY PERMISSIONS :

The scope shall also include obtaining statutory permissions, Plan Sanctions, commencement certificate, plinth certificate, Completion /Occupation certificate and any other permissions from Municipal authorities & statutory authorities which shall also include the demolition of the existing buildings. The preparation of the plans of the existing buildings shall also be undertaken by the Architect.

The responsibility of getting the all statutory permissions & permissions Local Municipal authorities shall be that of the Architect. This includes submission of drawings having various floor plans, elevations, sections, site map in required number of sets as per local byelaw requirements with necessary applications to all statutory authorities, coordinating with various agencies & authorities, obtaining necessary NOC's / clearances and getting the plan approved from Municipal authorities Authorities and any other statutory authorities.

- (a) Obtaining approval of the local Municipal authorities, statutory clearances etc.. if necessary and make any changes required by them.
- (b) Obtaining commencement certificate , plinth certificate or any other clearances at appropriate stages during construction.
- (c) Obtain completion and occupation certificates from the local bodies after completion of work and submit the same to the Bank.

## 8. STAGES OF SERVICES, ROLES & RESPONSIBILITIES :

### I PRELIMINARY STAGE:

- (a) Prepare general layout of buildings, pathways, roads preliminary sketch and designs with drawings giving details of useful areas, services area, circulation area and total plinth area and FSI permissible , FSI areas, Non FSI areas, Number of floors, Ground coverage cost etc. confirming to local acts, National building codes and relevant code regulations.
- (b) Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage. electrical, fire-fighting,, street/compound lighting landscaping, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting indicating scope, specifications and costs separately of such sub-heads. However, the Bank reserves the right to exclude any of the above services from the scope of the Architect's work. At this stage, preparation of elevation images, perspective views/ drawings in the scale of 1:100 , computer generated 3D images (both in hard & soft copy form) showing the external & internal details of the proposed building complex.
- (c) After obtaining the approval of the Bank to (a) & (b) above prepare the drawings, elevations according to the Municipal bye laws, local Acts, Regulations, Codes etc., and take the approval of the bank and make any changes desired by Bank.
- (d) Soil investigation to assess the type of foundations.
- (e) Prepare Budgetary Estimates based on the built-up area as per the above drawings and Plinth area rates of CPWD with due application of current cost index. The details should cover the cost of all major head of work, contingencies and should be sufficient for obtaining the Financial sanction for the work.
- (f) Tentative time plan for execution of the work by way of PERT/ CPM by incorporating all heads of the work & activities.
- (g) Technical assessment of the project with a detailed Project report covering all aspects of the project.

### II. WORKING STAGE::- ( after Financial sanction for the project)

- (a) Finalisation of the drawings and particulars for making application to local Municipal authorities, statutory clearances etc.. if necessary and make any changes required by them.
- (b) Workout all structural computations, structural designs and all services designs, drawings which shall be in accordance with the latest IS Codes of practice and/or National building code, any specific soil investigations, the codes of practice applicable in the area, Town, City where the work is located. Such detailed computations of all designs shall be made available to the Bank in duplicate along

with drawings for any check the Bank may like to exercise as part of proof check by any external agency. The Architect and his associate consultants shall certify in writing that the designs are in accordance with the up-to-date and relevant codes of practice.

- (c) Prepare working and detailed architectural, structural drawings, drawings of all works including internal and external utility services.
- (d) Prepare Detailed Estimates based on the design calculations, drawings showing calculations of quantity of each item, detailed bill of quantities, based on CPWD specifications & schedule of rates for all scheduled items and rate analysis for Non-scheduled items. The specifications for the Non-scheduled items should also be detailed in the estimate. Obtain approval of the Bank to above and modify them if considered necessary by the Bank and/or if the cost exceeds the Estimated cost worked out in I(e) of preliminary stage above.
- (e) Direct and co-ordinate the Architectural, Engineering, structural and additional soil investigation if any (with help of other consultants, as necessary) and complete working details, schedules, specifications and bill of quantities to describe the whole project adequately for the purposes of taking Bank's approval and placing the main and other subsidiary contracts.
- (f) Prepare pre-qualification documents for selection of agencies/ contractors, prepare according to the approved form of the Bank all contract documents for various trades for calling tenders with articles of agreement, specifications, conditions of contract, special conditions, bill of quantities including analysis of rates based on market rates for non schedule items, time and progress charts and obtain approval of the Bank to such final document. Bank shall invite the tenders and Architect shall supply adequate number of copies of drawings required to be attached to the tender to clarify the item(s) in the bill of quantities in the tender.

"The stationery and printing charges incurred by the Architect if any, for the preparation of tender documents shall be reimbursed by the Bank".

- (g) Preparation and submission of model of the work to a suitable scale as and when required by the Bank. The cost of the model shall be approved and borne by the Bank. However the cost of any computer 3D modeling or walkthrough's for the purpose of presentation shall be borne by the Architect and Bank will not consider any request in this regard.

### III CONSTRUCTION STAGE:-

- (a) Scrutiny of the tenders in consultation with concerned authorities and submission of recommendation on the tenders based on proper analysis of rates, market rates of materials and labour for major items costing about 90% of the cost, evaluation of commercial and other conditions stipulated by tenderers, to assist the Bank in the negotiations with contractors and the final selection of the contractor, prepare and complete execution of **four copies** of contract documents for all trades including drawings, specification etc. complete.

- (b) Advising Bank and contractor sufficiently in advance to enable him to get permits, quota certificates, licenses and foreign exchange, if required.
- (c) Assist the contractor to prepare a works progress schedule.
- (d) Supply the contractor such further drawings, specifications and details which may be required for proper execution of the work.
- (e) Obtain Bank's prior approval for any substitution, omission, addition or deviation in design or cost or the working drawings or schedule and specifications or item of work from the approved scheme/contract by working out financial benefit, if any, to the contractor, if total cost of all such exceeds Rs.10,000/-.
- (f) Periodic supervision of the work by the Architect/Architect's consultants to ensure that the work is executed as per drawings, designs and specifications and to certify the same in every bill and certify that the measurements recorded and the bill prepared is in order as per contract agreements for the works.
- (e) Attend meeting at site or Bangalore office related to the construction works whenever necessary and called by the Bank.
- (g) The scope of service and assignment described above for this stage is not exhaustive i.e. does not mention all the incidental services required to be carried out for complete execution of the work. The services shall be provided, all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. All such incidental services/assignments thereof which are not mentioned herein but are necessary to complete the work shall be deemed to have been included in the rate quoted by the consultant. Nothing extra shall be payable beyond the rate quoted by the Architect.

#### IV COMPLETION STAGE :

- (a) Certify the final completion of work for making application to local authorities for completion certificates.
- (b) Certify the final bills of the contractors complying all the contract terms with justification for variations.
- (c) Prepare 'as built' / completion drawing, including 1:100 scale plans, elevations and cross sections, services, structural details etc., indicating the details of the building, as completed, and supply 4 sets of completion drawings in A-1 size to the Bank and also hand over the originals of the completion drawings to the Bank. One soft copy in CD after the completion drawings shall also be submitted. Provide identification marks on service installation, cables, wires etc., for easy identification.

- (d) Appear on behalf of the Bank before Municipal assessor or such other authorities in connection with settlement of ratable value.
- (e) Assist the Bank in arbitration, litigation case that may arise out of the contract entered into in respect of the above work.

## 9. CONSTRUCTION MANAGEMENT, ROLES & RESPONSIBILITIES :

Construction Management services to be provided by the Architect will include:

- (a) Check and approve shop drawings submitted by the contractor.
- (b) Provide necessary on site day to day supervision and inspection of the works. The architect shall employ experienced and qualified Civil & Electrical Engineer/Supervisor approved by the Bank, to ensure that the works are being executed strictly in accordance with the contract, working drawings, specifications and as per programme. The Engineer / supervisor shall be a graduate / Diploma Engineer with at least 5 / 8 years experience respectively. There shall be at least one full time Engineer / supervisor at site. Engineers for respective disciplines of the work shall be engaged during the progress of the work. **The duties, responsibilities & powers of Engineer / Supervisor are as detailed below. The Architect shall be fully responsible for the services rendered by the Engineer/supervisor engaged by him and check the same.** The Architect shall furnish the details of credentials to prove the academic & experience records of the site engineer engaged by him to Bank, for prior approval of the bank.
- (c) Have effective control over quantities and cost of various trades, advise Bank sufficiently in advance with justification if the total of sanctioned expenditure on various item of work is likely to be exceeded.
- (d) Advise Bank if the contract time is likely to be varied and reasons thereof.
- (e) Advise Bank on changes, if necessary, for technical reasons.
- (f) Submit fortnightly progress report to the bank till completion of all the works and handing over of possession of the building to the bank.
- (g) Check contractor's application for payment, evaluation of work completed for interim and final payments and issuing certificates for authorizing payment. Such certificates shall show details of quantities of various items of work which shall be check measured by the Architect in each running bill and certified, abstract of quantities, rates and costs and shall indicate separately advances of materials, if any, or any other advances, recoveries of advances, recoveries of materials used and issued with theoretical consumption and actual consumption of cement and steel etc. for each bill, gross and net amounts payable and shall be specifically certified by the Architect about its correctness and that the work included for payment is as per approved drawings and specifications and measurements have been checked of each item. The Architect shall grant such certificates on the understanding that he shall be held personally responsible for any over-payment, temporary or otherwise, which may occur in consequence thereof or any defective work.
- (h) Certify accounts of work, materials etc.,
- (i) Certify the final completion of work.

## **SITE ENGINEER RESPONSIBILITIES, DUTIES & POWERS**

### **(A) ROLES AND RESPONSIBILITIES OF SITE ENGINEER**

The Site Engineer is responsible for the following:

- a) Obtaining working drawings of the project stage by stage from the Architects and implementing the same after getting them approved by the competent authority.
- b) Ensuring that architectural/structural and other details are made available at the site before the need for them arises.
- c) Ensuring that samples of building materials used in construction, of workmanship and finishes and of fittings are approved by the Competent authority and that their display and safe custody at site are arranged.
- d) Ensuring that the contractor observes laws pertaining to labour and wages paid are not less than the minimum stipulated.
- e) Ensuring that the contractor has taken out the requisite insurance policies to cover workmen under the Workmen's Compensation Act, loss/damage caused by accidental collapse/fire/earthquake (as applicable) to partially constructed work, materials and plant at site and against claims (third parties) for injury/damage.
- f) Ensuring that the work progresses smoothly bottlenecks anticipated and effectively removed with the aim of successfully completing the project within the time schedule.
- g) Assisting the general building contractor or an appropriate work agency in establishing contact with the Local Authorities viz., Municipal, Electric supply, etc., to facilitate early availability of water supply, sewerage/electricity connections (as the case may be) at the time of their actual need.
- h) Ensuring that decisions on various aspects in connection with site works are obtained from Competent Authority well in advance of the actual commencement of the items of work by the contractor including any addition to, or alteration of, substitution to or deletion of or any item or part thereof with or without the incidence of extra items.
- i) Ensuring that instructions received verbally or in writing from the Competent Authority are properly complied with. It shall also be seen that verbal instructions given by visiting officers are confirmed in writing by the concerned officers.
- j) Ensuring that floors under construction are not overloaded with stacks of material or plant.
- k) Ensuring that holes for anchors/conduits/pipes are left in masonry or concrete at appropriate time and anchors/conduits/pipes are embedded or built in as required.
- l) Ensuring that partially constructed work is cased in or protected from damage.

- m) Keeping the Bank informed of the site events once a fortnight.
- n) Maintaining good and healthy relations with and between the various contractors/agencies working at site.
- o) Ensuring that the contractors do not feel that the site staff of the Bank is unjust and unreasonable.
- p) Ensuring that all operations are carried out with complete safety to life and property.
- q) Maintaining safe custody of site records and office equipment.

### **(B) DUTIES OF SITE ENGINEER**

The duties of the Site Engineer are as follows:

- i) To make a thorough study of contract documents, architectural/structural drawings and other details so as to bring out ambiguities/discrepancies between them and to obtain clarification from the Competent Authority well in time to avoid delays.
- ii) To render a certificate to the Competent Authority to the effect that he has studied the contract documents, drawings and specifications.
- iii) To approve the centre-line layout of building pegged out on site by the contractor and the benches for ground floor and other levels.
- iv) To take charge of objects of value and antiquity found on site or in excavations, immediately, after their discovery, to hold them in safe custody and to hand them over to the Competent Authority of the Bank for further action.
- v) To approve the foundation strata when the appropriate depth of excavation is reached in consultation with the architects.
- vi) To ensure that the quality of materials and workmanship as laid down in the contract is maintained and the accuracy of dimensions shown on drawings is attained in the construction.
- vii) To watch the validity of the building permission issued by the Local Authority and to ensure that the revalidation, if necessary, is obtained well in time.
- viii) To arrange periodical reconciliation of cement and steel account and ensure that prompt recoveries are effected from contractor's running account bills.  
Obtain the invoices for the receipt of the important materials including steel, cement, tiles, fittings etc..
- ix) To maintain the under noted records at the site of work, in addition to normal routine requirements of an office.

- (a) Daily Progress Record.
  - (b) Site Order Book
  - (c) Instruction by Bank's Officers
  - (d) Cement Statement (Receipt/Consumption/Balance)
  - (e) Steel register and other costly Material Register.
  - (f) Concrete Pour Reports including Slump Test Record.
  - (g) Concrete Cube Test Register.
  - (h) Test Registers of other materials/fittings, fixtures, equipments as stipulated in the tender.
  - (i) Register of Drawings and Working details.
  - (j) Log Book of Defects
  - (k) The Site Engineer should maintain a Hindrance Register giving details of commencement and removal of each hindrance.
  - (l) Dismantled Materials Accounts Register.
  - (m) Supply and consumption registers of scarce/costly materials like bitumen, lead, laminates, special paints etc.
  - (n) Record of cement used/received: Day to day record of cement used/received shall be entered in the register as per Bank's Proforma and signed by the Site Engineer of the Bank as well as contractors' representative at site.
  - (o) Record of reinforcement bars received at site: Necessary entry for reinforcement bars of each category shall be made in the register for steel as per bank's Proforma and signed by the site engineer of Bank and the contractor daily.
- x} To study the quality of approved coarse and fine aggregate and get the design of the concrete mix in accordance with modern practice. The Site Engineer shall ensure that the mix design for RCC work shall be carried out by the Architect/Structural Consultant, if applicable.
- xi} To record measurements of completed work jointly with the contractor and to process them in running account bills and maintain safe custody of the measurements books.
- xii} To receive running account bills from the contractor and to forward them after checking, to the Competent Authority with his comments and recommendations and accompanied by all supporting documents.
- xiii} To submit to the Competent Authority the Progress Report fortnightly.
- xiv} To watch that the concerned contract does not lapse for want of extension of time. Therefore, to keep it alive and in operation from point of consideration that "Time is the essence of contract".
- xv} To ensure that progress on every contract is in accordance with the appropriate stage of its Time and Progress Chart.

- xvi} To prevent contractor from proceeding with any work on which the contractor has got intentions of raising claims of extra/deviated items, until the Competent Authority approve the work to continue.
- xvii} To receive the Final Bill from the contractor, to check it, and forward it with his comments and recommendations to the Competent Authority with all the supporting documents duly attached.
- xviii} To submit the final summary of costs for the project to the Competent Authority.
- xix} To submit to the Competent Authority authentic information on and the under noted records pertaining to the completed work in order to enable the Competent Authority to finalise them in the due course.
- (a) Record ie., as completed drawings.
  - (b) Record of Standard Measurements for periodical services.
  - (c) Inventory of fittings and fixtures.
- xx} To hand over to the Competent Authority a “first draft” of “A Note of Comprehensive Information to the User”, containing detailed instructions on how to use and maintain the completed building to the best advantage of the Bank.

### **(C) POWERS OF SITE ENGINEER**

Powers that Site Engineer can exercise without reference to higher authority (but of which he shall make contemporary note in Daily Progress Record and/or Work Site Order Book and keep Competent Authority informed) are as follows:

- i} To give directions to the contractor for the construction of a temporary office for the use of the Site Engineer at Site.
  - ii} To give direction to the contractor on construction of pillars for centre-lines of layout and benches for ground floor level.
  - iii} To give notice to the contractor about the use of sub-standard materials and workmanship and warn him that the work is liable to be suspended until such defects are rectified.
- N.B. the notice should also state that all work done subsequent to the defective work pointed out shall be liable to be pulled down and rebuilt to the satisfaction of the Site Engineer.
- iv} To issue warning to the contractor for work carried out in the absence of supervision.
  - v} To issue notice to the contractor to suspend work during inclement weather and in circumstances where working would be dangerous to life and property.

- vi} To submit samples of cement and any other materials for testing, when necessary, to an approved laboratory.
- vii} To take concrete Test Cubes from concreting for RCC work and forward them for testing to an approved laboratory.
- viii} To prevent overloading of floors of building under construction and to take appropriate steps for support.
- ix} To intimate to the contractor that he intends to measure up the work.
- x} To issue interim certificate (running account bills) for the value of work done and unfixed materials at site and to effect recoveries for the Bank's materials, jointly with the Architects.
- xi} To certify expenses incurred by the Bank for rectification of contractor's defective work, when the later defaults in doing so, and recovering the same from the contractor's bill.

#### 10. ASSOCIATE CONSULTANTS

The Architect shall engage the services of well qualified Specialists in the relevant field as his associate consultants pertaining to the above services and coordinate with them.

The Architect shall indicate the names of his associate consultants for various services and structural designs their organization, qualifications and experience and get the prior approval of the Bank before availing their services by the Architect. The Bank reserves the right to reject the name of any of the associate consultant proposed to be engaged by the Architect

The Architect shall also be responsible for all the work, action, and omissions of such associate consultants. The Architect shall be fully responsible for the correctness and accuracy of structural designs and services designs and the safety of the structure shall be entirely that of the Architect notwithstanding the approval by the Bank of these designs.

During the course of consultancy, the associate consultant would be required to interact with the Bank or PMC for which nothing extra shall be payable.

The fees to the Associate consultants appointed for the above services shall be payable by the Architect, within the overall approved fee payable to the Architect by the Bank including expenses incurred by the associate consultants towards site / office / market visits required in connection with the project.

## 11. CONSULTANCY FEE

The Bank shall pay to the Architect the following Consultancy FEES as remuneration for the services to be rendered by the Architect in relation to said services :

- (a) A Fee calculated at the rate of .....% of the Estimated cost of works ( ie detailed estimate) OR actual cost of the works whichever is lower for complete Architectural, structural and other consultancy services as detailed in clause (6) & (8) above.
- (b) A fee calculated at the rate of .....% of the Estimated cost of works ( ie detailed estimate) OR actual cost of the works whichever is lower towards obtaining statutory permissions, NOC's, Occupation certificate as detailed in clause (7) above.
- (c) A fee calculated at the rate of .....% of the Estimated cost of works ( ie detailed estimate) OR actual cost of the works whichever is lower towards the Construction Management services as detailed in clause (9) above.

The above fees are inclusive of fees payable by the Architect to their associate consultants and other incidental expenses, nothing extra shall be payable by the Bank.

The fees payable to the consultant shall be in full discharge of functions to be performed by the Architect and associate and no claim whatsoever against the Bank in respect of any proprietary right or copy right by the consultant or any other party will be entertained. The Architect shall indemnify and keep indemnified the Bank against all cost and expenses paid by the Bank in defending such claims.

Architect's fee is also inclusive of responsibilities of carrying out modifications, additions in approved designs and drawings, if any, required during execution of work due to site conditions or any other reason.

The fee quoted should include all the services detailed in clause (7,8,9) for works in (6) above and all miscellaneous ,incidental expenses for getting approval, sanctions, NOC's from statutory / local authorities except the payments like deposits, charges, fees payable to statutory authorities/ Local municipal authorities. The Bank shall make the to statutory / local authorities against demand from of such authorities or reimburse the same to the Architect on production of receipts paid in the name of the Bank issued by statutory authorities.

The quoted fees is inclusive of all statutory taxes except service tax. Income tax as payable as per statutory orders / laws shall be deducted at source. TDS certificate shall be issued for such deductions.

All running Payments made to Architect are on account and shall be adjusted against final fee payable. For claiming the payment Architect shall submit necessary bills in duplicate. Payments due to Architect will be made within one month of submission of bills of the corresponding stage subject satisfactory performance.

### Outstation visits

The remuneration for the visits outside Bangalore required for attending any meetings or any other assignments related to the project duly authorized by the Bank shall be paid as follows:

Travel expenses : Economy class To & fro Air fare or II AC train fare

Lodging expenses : Maximum of Rs 4000/- per day excl taxes

Incidental expenses including local conveyance : Rs 1000/- per day

The number of persons for the above Outstation visits shall be as permitted by the Bank.

The fee quoted is inclusive of visits to site and Bank's administrative office in Bangalore.

### 12. STAGES OF PAYMENT OF FEE:

#### (a) Stages of payment fee for the consultancy services

The consultancy fee in 11(a) above will be paid in stages as specified below, subject to recovery of security deposit as per clause (14) below::

| Sl. No | Stages   | Percentage of the Total fee payable |
|--------|--|-------------------------------------|
| 01     | On satisfactory completion of preliminary stage ie all items item 8 I (a, b, c, d, e,f & g) sketch drawings and Budgetary cost estimates | 10 %.                               |
| 02     | On satisfactory completion of item 8 II (a) of the working stage   | 5 %.                                |
| 03     | On satisfactory completion of item 8 II (b), (c) of the working stage.   | 20 %                                |
| 04     | On satisfactory completion of item 8 II (d), (e) of the working stage  | 10 %                                |
| 05     | On satisfactory completion of item 8 II (f) of the working stage   | 10 %                                |
| 06     | On satisfactory completion of item 8 III (a) of the working stage  | 5 %                                 |
| 06     | During the construction stage for the services detailed in Item 8 III (b) to (g) in proportion to the certified value of the bills       | 30 %                                |
| 07     | On satisfactory completion of item 8 IV (a) to (c) of the Completion stage   | 5 %                                 |

**(b) Stages of payment of fee for services towards statutory permissions**

The consultancy fee in 11(b) above will be paid in stages as specified below, subject to recovery of security deposit as per clause (14)below::

| Sl. No | Stages  | Percentage of the Total fee payable |
|--------|---|-------------------------------------|
| 01     | On satisfactory completion of services like plan approvals, NOC's sufficient for commencing the work and 7 (a)  | 40 %.                               |
| 02     | On satisfactory completion of services like obtaining commencement certificate , plinth certificate and 7 (b)   | 10 %.                               |
| 03     | On completion of the works/ buildings with satisfactory services related to statutory permissions if any at all the intermediate stages.                          | 10%                                 |
| 04     | On satisfactory completion of services like obtaining Occupancy certificate, completion certificate and NOC's sufficient for occupying the building and 7 ( c ) . | 40 %                                |

**(c) Stages of payment fee for the Construction management services**

The consultancy fee in 11(c) above will be paid in stages as specified below, subject to recovery of security deposit as per clause (14) below::

| Sl. No | Stages  | Percentage of the Total fee payable |
|--------|---|-------------------------------------|
| 01     | During the construction stage for the services detailed in Item 9 in proportion to the certified value of the bills | 100 %                               |

**13. COST OF WORKS:**

The cost of work for the purpose of working out of consultants fees shall be the accepted tendered cost or actual completion cost, whichever is less, and shall **exclude** the following:-

- Land cost including its development charges but not the cost of path way, landscaping and compound lighting.
- Plan approval and service connection deposits and fees payable to local and/or statutory body by the Bank.
- Cost of any fittings and fixtures which are not designed, planned and supervised by the architect such as light fittings, fans, Geysers etc.,
- Any in fructuous expenditure as a result of demolition etc., ordered by the Architect and cost of any rejected work.
- Cost of supervisory and other establishment employed on work by the Architect or the Bank.

- (f) Contingent expenditure like press advertisement, publicity, cost of foundation stone, Inauguration ceremonies of buildings etc.,
- (g) Escalation in the cost of work due to increase in rates of materials and labour after award of work.
- (h) Any deviation in the items of work not authorised by the Bank prior to its execution.

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

**14. SECURITY DEPOSIT:** An amount equivalent to 5% of the total amount payable to the Architect shall be deducted progressively from each bill, in addition to the adjustment honorarium paid from the 1<sup>st</sup> bill the, if any, towards security deposit for fulfilling the terms of contract faithfully and honestly. The security deposit will be refunded after the completion of the guarantee period detailed under clause 20.

**15. ADDITIONS AND ALTERATIONS:**

- (i) The Bank shall have the right to request in writing changes, additions, modifications or deletions in the design and drawing of any part of the work and to request in writing additional work in connection there with and the Architect shall comply with such request provide necessary services for completion of such works.
- (ii) That if the Bank deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the Architect for making changes and additions to the drawings, specifications and other documents due to rendering major part of whole of his work in fructuous, the Architect may then be compensated for such extra services and expenses on quantum merit basis at percentages applicable under this agreement and to be determined mutually unless such changes, alteration are due to Architect own omission and / or discrepancies including changes under clause (7). The decision of the Bank shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Architect. However for the minor modification or alteration which does not affect the entire design, planning etc., no such amount will be payable.
- (iii) If it is found after call of tenders that the tender is not within the sanctioned amount, the Architect shall if so desired by the Bank take steps to carry out the necessary modifications in the design and specifications to see that the tendered cost does not exceed the amount of corresponding sanction by more than 10%. The Architect shall not be paid anything extra for such modification. If the Bank is convinced that the trend of market rates is such that the work cannot be done within the amount of sanctioned estimate, the Architect shall submit a revised estimate expeditiously for obtaining sanction of the competent authority.

- (iv)The Architect shall not make any material deviation, alteration, additions to or omission from the work shown and described in the contract documents except for structural safety and emergencies, without first obtaining the written consent of the Bank.
- (v)The Architect shall also prepare the necessary draft letters for any major changes for Banks approval and execution in accordance with the contract documents and shall have authority to order minor changes in the work not involving any adjustment of the contract sum or any adjustment in contract time and which is not inconsistent with the terms of contract documents.
- (vi)All extra items, omissions deviations and substituted items and their proposed rates shall be brought by the Architect to the notice of the Bank and supported by analysis of rates, statement of financial benefit, if any, to the contractor and Banks approval shall be obtained before authorizing the contractor to execute them, except up to the total cost of Rs. 10,000/- where it is expedient to take such decisions and get them ratified by the Bank.
- (vii)The cost of individual works shall not exceed the sanctioned estimate as approved by the Bank. Bank's approval in advance shall be taken for any such increase anticipated giving full justification.

## 16.TIME SCHEDULE ::

**Commencement of work::** The commencement of services will be considered from 7<sup>th</sup> day after the date of issue of award letter to the Architect :

### A. Consultancy services

- a. Completion of various services mentioned in clause 8 I (a, b) within 21 days .
- b. Completion of various services mentioned in clause 8 I (c,d, e f & g) within 14 days after approval for 8 I (a, b) .
- c. Completion of services mentioned in clause 8 II (a) - 15 days after conveying of financial sanction by the bank.
- d. Completion of services mentioned in clause 8 II (c, d ) -30 days after obtaining necessary NOC's, sanction / approval of plans from Municipal authorities and Financial sanction for the work by the Bank.
- e. Completion of services mentioned in clause 8 II (e,f )-30 days after obtaining necessary NOC's, sanction / approval of plans from Municipal authorities and Financial sanction for the work by the Bank.
- f. Completion of services mentioned in clause 8 II (g,h )-30 days after obtaining necessary NOC's, sanction / approval of plans from Municipal authorities and Financial sanction for the work by the Bank.

- g. Completion of services mentioned in clause 8 III (a) - within 07 days after receipt of the tenders for the respective works.
- h. During the construction the services under 8 III ( b to h) and any clarifications shall be attended and cleared within 3 days unless permitted by the bank.
- i. Completion of services as mentioned in 8 IV after virtual completion of the work 15 days for making application to statutory authorities.
- g. Assistance in assessment arbitration and Inspection as mentioned in clause 8 IV ( e, f ) and 25 (a, b, k) whenever required.

**B. Obtaining permissions form statutory authorities**

- a. Completion of various services and obtaining the Plans sanctions , NOC's sufficient to commence the works - within 30 days after obtaining banks approval for the drawings mentioned under 8 II(a) .
- b. Completion of various services and obtaining the commencement certificate , plinth certificate at the construction stage at the appropriate time - within 14 days.
- c. Completion of various services and obtaining the necessary permissions during the construction at the appropriate time - within 7 days.
- d. Completion of various services and obtaining the permissions, completion certificate , NOC's sufficient to occupy the building and ( 8.IV.d) - within 30 days from the date of completion of works.

**17.NUMBER OF DRAWINGS SETS ETC. AND COPY RIGHT:**

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

- i) All such drawings and copies as are required to be submitted to the local authorities for approval of drawings and construction and for sanctioning all service connections, including all drawings required for resubmissions incorporating any changes or amendments required by such authorities.
- ii) Two sets of original drawings approved by the local authorities with their seal.
- iii) Four sets of all working drawings of various trades to Bank.

iv) Four sets of final completion drawings including structural and services drawings with all amendments, services identification marks and layouts of all services to the Bank, along with one complete set of final structural and services design with calculation. One complete set out of this shall be reproducible copy on A 1 size. Cost of supplying copies of drawings over and above the above sets shall be reimbursed by the Bank. All these drawings will become the property of the Bank and the Bank will have the right to use the same anywhere else. In that event, the Bank will pay a royalty to the Architect on mutually acceptable basis. The drawings cannot be issued to any other persons, firm or authority or used by the Architect for any other project. No copies of any drawings or documents shall be issued to any one except the Bank and its authorised representative.

(v) If any changes are made in the drawings already issued, whether by the Architect or as required by the Bank, additional copies of drawings as mentioned in (ii) to (iv) above, shall be issued.

The drawings cannot be issued to any other person, firm or authority or used by the Architect for any other project. No copies of any drawings or documents shall be issued to anyone except to the Bank or their authorized representative.

**18. LIQUADATED DAMAGES :** The time allowed for carrying out the work as specified in clause 16, shall be deemed to be the essence of the contract on the part of the Architect. The work shall throughout the stipulated period of the contract be processed with all diligence and in the event of failure of the Architect to complete their services/ work within time schedule as specified above or subsequently notified to him, the Architect shall pay as compensation amount equal to 0.5 (half) per cent or such smaller amount as the Bank may decide on the total fee payable for every week that the services/work remains unfinished after the specified date subject to a maximum of 10%. The delays at each stage shall be totaled to arrive at the cumulative delay. The cumulative delays solely attributable to the Architect( including his associates shall be considered while arriving at the delay.

**19. EXTENSION OF TIME:**

If the Architect's work is unavoidably hindered in carrying out the designs / drawings on account of delayed decision or the approval by the Bank which are necessary to carry out further work beyond the time specified under clause- 16 above, he shall be allowed suitable extension of time by Bank, whose decision shall be final and binding on the Architect. No claim of any kind shall be entertained from the Architect for such delayed approvals/decisions by the Bank, except request for suitable extension of time.

## 20. GUARANTEE

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

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

**21. RESTRICTION / SUSPENSION:** The Bank reserves the right of restricting the Architect's services at any stage and make other arrangements for continuing the balance services after with-drawing such services from him or suspend the work.

The Bank shall have the liberty to omit, postpone or not to execute any work and / or any item of work and the Architect shall not be entitled to any compensation or damages for such omission, postponement, or non- execution including whole of project of the work and / or any item of work, except the fees which have become payable to them for the services actually rendered by them.

## 22. TERMINATION OR RECESSION OF AGREEMENT:

The Bank without any prejudices to its right against the Architect in respect of any delay or deficient service by notice in writing absolutely determine the contract in any of the following cases;

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

In the event of the termination of the agreement by the Bank the Architect shall not be entitled to any compensation or damages by reason of such termination, but only to the fees for the service actually rendered, which have been duly approved by the Bank . The decision of the Bank as regards the actual work/ service done and the amount of the fees due to the Architect on the basis of actual service /work done shall be final and binding on the Architect .The Bank shall be entitled to make use of all or any drawing(s), designs or other documents prepared by the Architect .

The Architect shall promptly notify the Bank of any change in the constitution of his firm. It shall be open to the Bank to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director. But until its termination by the Bank as foresaid, this contract agreement shall continue to be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance and for compliance of all the terms and condition of this contract agreement.

### 23.ABANDONMENT OF WORK:

That if the Architect abandons the work for any reasons whatsoever or becomes incapacitated from acting as aforesaid, the Bank may make full use of all or any of the drawings & details prepared by the Architect and that the Architect shall be liable to **refund all the Excess fees paid to him up to that date** plus such damages as may be assessed by the Bank subject to a maximum of 10% of the total fees payable to the Architect under this agreement. Further the Bank shall be entitled to make use of all or any drawing(s), designs or other documents prepared by the Architect .

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

If the Architect closes their business or abandons the work or if this agreement is terminated as provided for in clause 21, 22 hereinbefore, the Bank shall be entitled to make use of all or any drawing(s), designs or other documents prepared by the Architect .

### 24.ARBITRATION

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

The arbitration proceedings will be conducted in accordance with and be subject to the Indian Arbitration Act 1996 as amended from time to time and the decision of the arbitrator shall be final and binding on the parties.

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

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

It is also the term of the agreement that if the Architect does not make any demand for arbitration in respect of any item in writing within 90 days of receiving intimation from the Bank that the final bill is ready for payment, the claim of the Architect will be deemed to have been waived and absolutely barred and the Bank shall be discharged and released of all liabilities under the agreement in respect of these claims.

## 25. OTHER CONDITIONS

- a) The Bank may have the details & designs submitted by the architect inspected at any time by any officer nominated by the Bank / any external agency who shall be at liberty to examine the records check estimates, structural designs, drawings etc. The above inspections by bank, does not absolve the Architect of his responsibility. The Architect shall remain solely responsible for all the services rendered by him.
- b) The Bank may have the work inspected at any time by any officer nominated by the Bank who shall be at liberty to examine the records check estimates, structural designs and verify measurements and the quality of work.

The appointment of Banks own supervisory staff if any, does not absolve the Architect of his responsibility of supervision. The Architect shall remain solely responsible for the quality of material, workmanship, structural soundness designs and construction and for all provisions of the contract so as to satisfy the particular requirement of the specifications.

- c) The Bank or any officer nominated by Bank will have the liberty to meet Architect and / or his associate Consultants at mutually agreed meeting time and shall be at liberty to inspect and examine their records and designs in their office.
- d) The design shall be based on National code of practice and design norms, IS codes and other sound engineering practices. Two sets in hard copies, along with a soft copy in CD, of design Civil, Structural, Electrical and all other services shall be submitted to the Bank for proof checking / vetting.
- e) Green building features to the extent possible shall also be incorporated in the design of the buildings .

- f) Architect shall ensure timely flow of working drawing / instructions. He shall ensure that there is no delay in the execution of work on account of supply of design, drawings and details.
- g) Architect shall interact with one or more proof consultants appointed by the Bank, hold discussions with the proof consultants, make necessary changes in the drawings as per mutual discussions and decision by the Bank and shall submit brief report covering major points of discussions to the Bank.
- h) Rendering every assistance, guidance and advice in general to the BANK on any matter concerning the technical aspects of the projects.
- i) The Architect will function as part of the team for the project. The Architect shall prepare design/drawings keeping in view the economy and aesthetic considerations.
- j) The Architect shall be fully responsible for all the services including the technical soundness of the designs and shall assume full responsibility for the design and furnish a certificate to that effect including for the services rendered by their associate consultants and specialist engaged, if any, by him and also ensure and give a certificate at every stage.
- k) The Architect shall supply to the supervising staff, if so engaged by the Bank, copies of all documents, instructions issued to contractors relating to the work drawings, specifications, bills of quantities and also other documents as may be required for proper supervision, free cost.
- l) All instructions to the contractor affecting the rules and provisions of contract shall be issued by the Architect in writing after obtaining proper approval in writing of the Bank and copies of such instructions shall simultaneously be supplied to the Bank.
- m) The Architect shall be required to maintain his own accounts for certifying the contractor's bill and progress of work etc. These shall be properly handed over to the Bank before final payment under this contract.
- n) The Architect hereby agrees that the fees to be paid as provided herein (clause 11) will be in full discharge of function to be performed by him and no claim whatsoever shall be against the Bank in respect of any proprietary rights or copy rights on the part of any other party relating to the plans and drawings, except as provided for in clause 15(iv) above. The Architect shall indemnify and keep indemnified the Bank against any such claims and against all cost and expenses paid by the Bank in defending itself against such claims.
- k) Notwithstanding the completion of the work as per Agreement entered hereto, the Architect agrees and undertakes the responsibility to suitably reply to the Bank's queries that may be raised by any authorised inspection agency of the Bank or the **Government of India** like CVC or any other departments .

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

For and on behalf of

M/s. \_\_\_\_\_

For and on behalf of the

**CANARA BANK**

**IN THE PRESENCE OF::**

- 1.
- 2.

\*\*\*\*\*

**NAME & SIGNATURE OF APPLICANT**

**SUBJECT: Selection of Architect for Construction of Office and Residential Complex at No. 220,221,222,& 223 Dollar colony , RMV II stage, Bangalore**

**APPLICATION FORMAT**

1. (a) Name of the Applicant :  
Address :

Telephone No. :  
Office :  
Mobile :  
Fax :  
E-Mail :

(b) Address of Local office in :  
Chennai

2. a) Status of the Firm(Whether company/  
Partnership / proprietary) :

b) Name of the Proprietor/ Partners/ Directors  
(with professional qualifications, if any):

I)

II)

III)

c) Year of establishment :

3 . Registration with Tax Authorities :

a) Income-tax No. PAN/GIR NO;  
(Furnish copies of Income-tax returns)

b) Service Tax Regn Number :  
(Furnish the latest copies of the returns filed)

c) Registration Number with Council of Architects:

4. Details of the works executed which are **older than 7 years** ( please mention only such works relevant to **eligibility criteria 2** )

| SI No. | Name of the work | Work executed for (name of the organization with address, concerned office and telephone number) | Nature of work (in brief) | Location of the work with month & year of execution | Actual Value of the works |
|--------|------------------|--|---------------------------|---|---------------------------|
|        |                  |  |                           |   |                           |

( these details can also furnished in separate page as Annexure duly quoting the para reference )

Note: Copies of orders or satisfactory completion certificate from the client's shall be enclosed ( all prior to 31.03.2004 ) .

5. Details of the works executed during the last **5 years** (please mention only such works relevant to **eligibility criteria 3** )

| SI No. | Name of the qualifying work | Work executed for (name of the organization with address, concerned office and telephone number) | Nature of work (in brief) | Location of the work with month & year of execution | Actual Value of the works |
|--------|-----------------------------|--|---------------------------|---|---------------------------|
|        |                             |  |                           |   |                           |

( these details can also furnished in separate page as Annexure duly quoting the para reference )

Note: Copies of **satisfactory completion certificate** from the client's shall be enclosed. The photo images of these works shall be enclosed.

6. Details of the works executed during the last 5 years (please mention only such works relevant to **eligibility criteria 4**)

| SI No. | Name of the qualifying work | Work executed for (name of the organization with address, concerned office and telephone number) | Nature of work (in brief) | Location of the work with month & year of execution | Actual Value of the works |
|--------|-----------------------------|--|---------------------------|---|---------------------------|
|        |                             |  |                           |   |                           |

( these details can also furnished in separate page as Annexure duly quoting the para reference )

Note: Copies of **satisfactory completion certificate** from the client's shall be enclosed. The photo images of these works shall be enclosed.

7. Key personnel permanently employed in your organization:

| SI No | Name | Qualifications | Experience | Particulars of work done | Employed in your firm since | Any other |
|-------|------|----------------|------------|--------------------------|-----------------------------|-----------|
|       |      |                |            |                          |                             |           |

( these details can also furnished in separate page as Annexure duly quoting the para reference )

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

| YEAR | Name of the Award with details | Name of the organization from whom award was received | Name of the project for which such award was received |
|------|--------------------------------|---|---|
|      |                                |   |   |
|      |                                |   |   |
|      |                                |   |   |

### DECLARATION

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

Place :

Date :

NAME & SIGNATURE

OF THE APPLICANT

**PROFORMA - A**

*(Please submit this letter in your letter head with technical bid.)*

**SUBJECT: Selection of Architect for Construction of Office and Residential Complex at No. 220,221,222,& 223 Dollar colony , RMV II stage, Bangalore**

1. Details List of relatives working in Canara bank;

| <b>NAME OF THE OFFICIAL</b> | <b>DESIGNATION</b> | <b>ADDRESS OF THE OFFICE / BRANCH</b> |
|-----------------------------|--------------------|---------------------------------------|
|                             |                    |                                       |
|                             |                    |                                       |
|                             |                    |                                       |

2. Details List of retired Government / PSU/ Bank employees , employed by the applicant :

| <b>NAME OF THE RETIRED OFFICIAL</b> | <b>DESIGNATION</b> | <b>NAME &amp; ADDRESS OF THE PREVIOUS EMPLOYER</b> |
|-------------------------------------|--------------------|--|
|                                     |                    |  |
|                                     |                    |  |
|                                     |                    |  |

Name & Signature of Applicant

PROFORMA - B

*(Please submit this letter in your letter head at the time of opening of bids)*

To,  
Divisional Manager  
Canara Bank  
General Administration Wing  
Head Office ( Annexe)  
Dwarakanath Bhavan  
No.29, K R Road  
Basavangudi ,  
Bangalore –4

**SUBJECT: Selection of Architect for Construction of Office and Residential Complex at No. 220,221,222,& 223 Dollar colony , RMV II stage, Bangalore**

This has reference to your above subject Mr. Miss/Mrs. \_\_\_\_\_ hereby authorized to attend the bid opening on \_\_\_\_\_

on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature Of Representative

\_\_\_\_\_  
Signature of Authorizing Authority  
of the Applicant

\_\_\_\_\_  
Signature of Attesting Authority

\_\_\_\_\_  
Name of Authorizing Authority  
of the Applicant

PROFORMA - C

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

To,  
Divisional Manager  
Canara Bank  
General Administration Wing  
Head Office ( Annexe)  
Dwarakanath Bhavan  
No.29, K R Road  
Basavangudi ,  
Bangalore –4

**SUBJECT: Selection of Architect for Construction of Office and Residential Complex at No. 220,221,222,& 223 Dollar colony , RMV II stage, Bangalore**

:: CONFIRMATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS::

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

I/We are fully qualified to provide the professional Architectural / consultancy services to the said work and have understood the scope of services, terms and conditions, Bank's time schedule. We are agreeable to extend our Architectural / consultancy services for the subject project and the professional charges have been conveyed separately in "Financial-bid in Proforma-F" furnished.

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

I/We enclose herewith a Demand draft No..... of ..... Bank for Rs ..... /- towards the Earnest Money deposit.

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

DATE:

Signature of the Applicant

PROFORMA D

*(Please sign on this proforma as issued/ downloaded and submit it with technical bid.)*

**AGREEMENT WITH THE ARCHITECT**

Memorandum of agreement, made at \_\_\_\_\_ this \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year \_\_\_\_\_ between CANARA BANK having its Head Office, 112 J C Road, Bangalore - 560 002 amongst others .....represented by its duly constituted attorney (hereinafter referred to as Bank) which expression shall unless excluded by or repugnant to the context be deemed to include their successors, and assigns in office) of the one part and M/s. \_\_\_\_\_ Architect, having its office at \_\_\_\_\_ (hereinafter referred to as the Architect) which expression shall unless excluded by or repugnant to the context, be deemed to include their successors and assigns) of the other part.

WHEREAS the Bank is desirous of undertaking the construction of building in accordance with the general requirements, and whereas the Architect have agreed to perform the services as set out and subject to the terms and conditions set forth in the said "Conditions of contract " herein under.

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

THE Bank appoints the Architect and the Architect accepts the work on a clear understanding that the Architect shall not be an employee of Bank for any reason whatsoever including for the reason of his appointment by virtue of this agreement and on the terms and conditions ( ie Conditions of Agreement) set-forth as stated in the foregoing, which shall form part and parcel of the agreement.

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

For and on behalf of

For and on behalf of the

M/s. \_\_\_\_\_

CANARA BANK

In the presence of :

1.

2.

**Proforma E**

*(Please submit this undertaking letter in your letter head with technical bid)*

To,  
Divisional Manager  
Canara Bank  
General Administration Wing  
Head Office ( Annexe)  
Dwarakanath Bhavan  
No.29, K R Road  
Basavangudi ,  
Bangalore –4

**SUBJECT: Selection of Architect for Construction of Office and Residential Complex at No. 220,221,222,& 223 Dollar colony , RMV II stage, Bangalore**

**Dear Sir,**

This has reference to your above Notice inviting the offer ( NIO ) published in your banks web site and NIC web site .

We hereby state that we M/s \_\_\_\_\_ have submitted the above offer documents duly filling at the appropriate places without making any alterations , corrections , omissions in the offer issued by the bank or downloaded from the web site.

Signature & Name of the Applicant

PROFORMA - F

*( submit this financial bid strictly as per this prescribed format as downloaded /as issued in a separate sealed envelope- second envelope)*

**“FINANCIAL BID - FEE STRUCTURE”**

To,  
Divisional Manager  
Canara Bank  
General Administration Wing  
Head Office ( Annexe)  
Dwarakanath Bhavan  
No.29, K R Road  
Basavangudi ,  
Bangalore –4

**SUBJECT: Selection of Architect for Construction of Office and Residential Complex at No. 220,221,222,& 223 Dollar colony , RMV II stage, Bangalore**

This is with reference to your notice inviting offers for selection of Architect for the above mentioned project.

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

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

1. **Consultancy fees** for the Architectural, structural and other services as per clause (6) and (8) of the “Conditions of Agreement”

fee in figures: .....% of the Estimated cost of works ( ie detailed estimate) OR actual cost of the works whichever is lower.

& in words: .....

2. **Consultancy fees** for the obtaining the statutory permissions services as per clause (7) of the “Conditions of Agreement”

fee in figures: .....% of the Estimated cost of works ( ie detailed estimate) OR actual cost of the works whichever is lower.

& in words: .....

**3. Consultancy fees for the Construction management services as per clause (9) of the "Conditions of Agreement"**

fee in figures: .....% of the Estimated cost of works ( ie detailed estimate) OR  
actual cost of the works whichever is lower.

& in words: .....

The above fee is exclusive of service tax which is payable extra by the Bank.

We agree that the income tax (ie TDS) as payable to statutory authorities will be deducted from the above quoted fees .

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

Date:

Signature & seal of the Applicant

Place: