

CANARA BANK

ESTATE & MAINTENANCE SECTION

CIRCLE OFFICE

13TH FLOOR, MAKER TOWER E

CUFFE PARADE

MUMBAI - 400 005

Offer Document for Selection of Architect/Interior Designer for the Interior Works of the Bank's Office building at Plot No. C-14, G Block, Bandra Kurla Complex. Bandra East, Mumbai.

This document can also be downloaded from Bank's website www.canarabank.com.

CANARA BANK

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NOTICE INVITING OFFERS (NIO)

SUBJECT: Selection of Architect/Interior Designer for the interior works of Proposed office complex at Plot No. C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai.

The Canara Bank proposes to avail the services of Architect/Interior Designer for designing the interior works of the subject building at Plot N- C-14, G Block, Bandra Kurla Complex. The building comprises of ground + 9 upper floors having carpet area of about 1,00,000 sft including services (besides 2 basements). Applications are invited along with Design Intent as detailed in the document below.

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 Applicant.
 - d) Method of evaluation.
 - e) Conditions of Contract
 - f) Application Format.
 - g) Proforma - A,B,C, D & E
 - B. **FINANCIAL BID-FEE STRUCTURE** : Financial bid for the proposed consultancy services in Proforma-F and submitted in a separate envelope.
2. Period of issue of the documents : two days prior to last date of submission.
3. Last date and time for submission of offer is - 14.07.2011 - 3.00 PM .
4. Date of opening of Technical bid : 14.07.2011 at 3.30 PM.

Bank reserves the right to restrict the scope of work and/or divide the assignment.

General Manager

A. ELIGIBILITY CRITERIA

SUBJECT: : Selection of Architect/Interior Designer for the interior works of Proposed office complex at Plot No. C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai.

S.No	Criteria	Documents Required
01	The Architect/ Interior Designer should be a registered member with Council of Architecture (COA) or Indian Institute of Architects (IIA)	Copy of valid registration certificate from COA or IIA
02	The Architect/Interior Designer should have minimum of 7 years experience in architectural services.	Copy of registration certificate.
03.	The Architect should have provided consultancy services for atleast three (3) similar works each costing Rs.6 Crores each or two (2) similar works each costing Rs 9 crores or One(1) similar work costing Rs 12 crores during the last 7 (seven) years ending with 31.03.2011. Similar work means designing the interior of building for public sector undertaking/reputed organizations. Experience in designing the interior for the Banks will be preferred.	Order copies and satisfactory completion certificates from the clients clearly indicating the cost & nature of work and year of completion.
05	The architect should have an office at Mumbai/Navi Mumbai.	Details of organization chart with in house facilities and external service consultants proposed for this project. Copies of the registration certificate and PAN card copy shall be enclosed.

Note : The value of executed works shall be brought to current costing level by enhancing the actual value of the work at simple rate of 10 % 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 interior works including internal electricals, AC and Building Management system but excludes the cost of land, building and consultants fee.

B. BRIEF DETAILS AND OBJECTIVES OF THE WORK

SUBJECT: Selection of Architect/Interior Designer for the interior works of Proposed office complex at Plot No. C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai

1. The Canara Bank proposes to avail the services of Architect/Interior Designer for designing first phase of the interior works of the subject building at Plot N- C-14, G Block, Bandra Kurla Complex. The building comprises of ground + 9 upper floors having carpet area of about 1,00,000 sft including services (besides 2 basements). The first phase comprises of Ground + 5 floors as detailed under Para 3 - Requirements.
2. The floor wise area details as under:
 - ❖ Ground floor - 9200 sft (4600 sft each) in two wings with strong for a branch in one wing & strong room for currency chest in the other wing
 - ❖ First floor - 10800 sft (5400 sft each) in two wings for
 - ❖ Second floor - 12800 sft (6400 sft per wing) and a double height multi-purpose hall measuring about 4000 sft
 - ❖ Third floor - 12800 sft (6400 sft each per wing)
 - ❖ 4th floor - 9200 sft (4600 sft each per wing) with a terrace garden
 - ❖ 5th floor to 9th floor - 9200 sft each per floor (4600 sft per wing)
3. Requirements
 - ❖ Branch (Manager+6 officials), maintenance department +centralized courier (Manger + 6 officials), visitor's lounge, security aspects and currency chest (Manager + 6 staff) at ground floor.
 - ❖ Data Centre in first floor with server farm in one wing with an exclusive BMS (above currency chest) and EDP center (staffing pattern - in modules of 1 leader plus 4 to 6 work stations in the other wing to man the Data center with few small discussion rooms.
 - ❖ Specialised branches/Prime Corporate Branch headed by DGM assisted by 2 -3 Executives and staff strength of about 40 staff (2 each) area of about 4000sft.
 - ❖ Administrative office, 3 DGMs, housing about 200 employees in 20 sections -about 8 persons each (average) overseen by about 8 - 10 Executives (DM/AGM) including provision for cafeteria.
 - ❖ Corporate floor to house Chairman & managing Director, Executive Directors, their offices with multi purpose conference/board room along with other related paraphernalia's along with office of Circle Head.

- ❖ Treasury and Investment Division of Bank headed by GM assisted by 2 DGMS, 3-4 AGM/DM having staff strength of about 60–70 with dealing room arrangement
- ❖ The building has a specialized feature of a double height multi purpose hall measuring an area of about 4000 sft at the second floor level. Though the drawing indicates an auditorium with stage, presently it is a flat slab and is open for show casing the said area as a highlight of this building. This can be designed as a banquet hall of two portions capable for linking as one and it is open for appropriate planning so that this can be effectively utilized.
- ❖ The terrace of the multi purpose hall is an open terrace area, which doubles up for appropriate landscaping and also to act as fire-refuge area. This open area and as well the arcade terrace adjoins the 4th floor office space, the architects may appropriately complement the landscaping.

The tentative floor wise area utilization is as below. While data center is suggested in first floor for the reason that the floor above currency chest can take higher loads suitable for servers and precision AC equipments etc. In case of all other requirements, the architect/designer can appropriately design to their concept.

Tentative floor wise area utilization :

Sl No	Floor	Area sft	A Wing		B Wing	
			usage	Area sft	usage	Area sft
1	Ground	9200	New Branch	2000	New Currency chest	4600
			Maintenance Dept	1600		
			Visitors lounge/reception	1000		
2	First	10780	EDP	5390	DRC	5390
3	Second	12860	MSME/sulabh	4000	PCB	4000
	Auditorium not included		ZI	2430	Corporate credit section of CO	2430
4	Third	12860	C O	6430	C O	6430
5	Fourth	9038	GM's office	4519	CMD/ED cabins & Board room	4519
	(Garden floor)					
6	Fifth	9038	T & IO	4519	T & IO	4519

The cafeteria may be accommodated within the second/3rd floor.

C. GENERAL RULES & INSTRUCTIONS TO APPLICANTS

SUBJECT: Selection of Architect/Interior Designer for the interior works of Proposed office complex at Plot No. C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai

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 & G 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 from Canara Bank, Estate & Maintenance Section, 13th floor, Maker Tower E, CuffeParade, Mumbai - 400 005 OR alternatively tender documents can be downloaded from the banks web site .
2. The Bank intends to undertake Interior Works as detailed elsewhere in a phased manner. The building comprises of double basement (for utilities, parking), Ground + 9 upper floors. The building constructed by CPWD and civil and associated services like centralized HVAC, Fire-fighting and fire detection system for the building with HT power of 1500KVA. The entrance lift lobby area and its interior including upper floors common areas (lift lobby) are part of the construction project. The office area including the flooring, the auditorium/multi purpose hall, adjoining terrace area, internal electricals are part of the proposed interior works.
3. The Bank intends to engage an architect/interior designer for initiating the interior works initially upto Ground + 5 floors as detailed under the " Brief details of Work - Requirements". Further, Bank also intends to inaugurate the said building by November 19th (2011) being its founders day, as such the intending the architect shall be committed and dedicated to meet the above said dead lines.
4. 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/Interior Designer for interior works for new building at Plot No. C-14, Bandra Kurla Complex" on the **First envelope** and " Financial Bid for selection of Architect/Interior Designer for interior works for new building at Plot No. C-14, Bandra Kurla Complex " 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/Interior Designer for interior works for new building at Plot No. C-14, Bandra Kurla Complex".

5. The first envelope should contain Technical details as per the details in para (10) below 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.

6. 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.
7. The sealed offers should be submitted to Canara Bank, Estate & Maintenance Section, Circle office, 13th floor, Maker Tower E, Cuffe parade, Mumbai - 400 005 on or before **14.07.2011, 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. No offer will be accepted by email or FAX .
8. The First envelope (Technical bid) will be opened in the said office on **14.07.2011 at 3.30 PM**
9. The price bid of three top ranked architects shortlisted for final evaluation as detailed under the method of evaluation only will be considered and opened.
10. **Technical details:** shall contain preliminary conceptual Plans, Architectural Designs with drawings giving details, highlights of the design (look & feel concept), specifications for various components, perspectives, to provide information in respect of magnitude of work and its components. Architect may submit a walk through during the presentation to highlight their concept/design, for which no extra cost will be payable.

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

- i. Develop Architectural drawings/plans to utilize the full area as per the local bye-laws and regulations. Copy of site plan and floor plans are available for inspection at our office and at site office. Soft copy of the drawing can be purchased from our office by making payment of Rs.15000/- by way of demand draft favouring Canara Bank, payable at Mumbai.
 - ii. The drawings prepared shall have good ambience, in tune with current/futuristic trends, space efficiency, economy, incorporating features/ facilities for the persons with special needs, ease and speed of construction, care taking and maintenance, etc. The architect may have to supplement the landscaping of the terrace area above the auditorium and arcade area as well as internal areas as per their overall design concept.
 - iii. The drawings should preferably contain the **concept design of the respective main component** appropriate to the purpose and use for which it is intended. Example - typical work station design, a cabin design, conference room design etc
 - iv. Submit a brief as per **Proforma G** enclosed which includes tentative cost, highlighting the special features proposed to make the building unique and meet the futuristic trends of a Corporate building.
 - v. It shall be open to architect to suggest any new feature to the building as a part of interior, which shall be within the overall scheme of MMRDA architectural guidelines. While furnishing such details, the cost factor should also be indicated.
11. 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 letterhead. 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, which shall be paid on production of proof of payment.

13. **Bank reserves the right to restrict the scope of work and/or divide the assignment.** The Scope of work is divided into two parts
 - 1) The design of the interiors with periodical supervision with the overall responsibility to ensure that the work is executed as per the design intent. This scope of work may be restricted/divided at the discretion of the Bank.
 - 2) The construction management as enumerated under Para 5. In this regard, Bank reserves the right to undertake the works directly through in-house Engineers or through CPWD, who are presently constructing the building. Or alternatively, Bank may undertake works partly/in phase.
14. 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 an 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.
15. Offers which are incomplete in any respect are liable to be rejected.
16. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the Architects who resort to canvassing will be liable for rejection.
17. The applicant shall furnish the list of his relatives working in the Canara Bank with their present place of posting in the **Proforma A**.
18. The applicant shall furnish the list of retired Canara Bank employees, employed by him with full details of their previous employment in **Proforma A**.
19. The offer shall remain open for acceptance for a **period of 120 days from the date of opening**. No offer can be modified or withdrawn by the Architect after submission of the Bid.
20. 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 on the stipulated date & time unless otherwise modified.
21. It will be obligatory on the part of the Architect to tender and sign the offer documents for all the component parts.

22. The successful Architect shall execute the agreement as per **Proforma D**, 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 as signed under **Proforma C** along with the subsequent correspondence shall constitute a binding contract between the Architect and the Bank/ Employer.
23. 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. The total period of work for the purpose of this contract is 12 months and or till completion of first phase of work consisting of Ground + 5 floors. However, should the need arise to take up the interior works of further upper floors within the contract period of 12 months, Bank may utilize the service of the architect at the same terms & conditions including the fees.
25. The architect shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer. For any assistance for visiting the site intending applicants may contact **Senior Manager, Estate & Maintenance section, Canara Bank, Circle office, 13th floor, Maker Tower E, Cuffeparade, Mumbai - 400 005, Telephone - 022 22185993.**
26. During the course of technical evaluation if found necessary the Bank may seek supplementary details and the same shall be submitted within the stipulated time. Non - submission of such details in time may render such applications for disqualification from further evaluations.
27. Voluntary submission of the supplementary price bid by the shall not be accepted and supplementary details shall be limited to the details sought for by the Bank only. Any other un-related price variations furnished in supplementary details/price bids shall not be recognised and might be liable for rejections if undue information are furnished.
28. Conditional offers shall be rejected

D. METHOD OF EVALUATION

SUBJECT: Selection of Architect/Interior Designer for the interior works of Proposed office complex at Plot No. C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai

1. The offers of the applicants will be first evaluated against the stipulated eligibility criteria of the Bank. Compliance of all the stipulated criteria is mandatory. In case of large number of applications (10 or more) meeting the minimum eligibility criteria, further evaluation & shortlisting will be carried out on the basis of details furnished by them to restrict the numbers and such of those will be taken up for evaluating their designs and other technical details.

<i>SR.NO</i>	<i>CRITERIA</i>	<i>weightage</i>
a)	Experience in qualifying works during last 5 years	40
b)	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	20
c)	Client certificate & recommendations	20
d)	Organizational set up including staff strength, infrastructural facilities (Details to be attached) Consultant / Associates including in-house capabilities for various services (Details to be attached)	20
	TOTAL	100

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

2. Such of those shortlisted applications, designs and technical details will be evaluated by an Evaluation Committee to rank their designs on the following criteria.

Sl. No.	Criteria	Points
a)	Main thematic vision, Originality of the concept, Aesthetics and innovation	50
b)	Quality and Efficiency of design and facilities planned	25
c)	Speed , ease of construction, sustainability, cost towards maintenance	25

The top three ranked designs will be shortlisted for the final selection process.

4. The top three designs will be called for the Design presentation of their proposals i.e. the Technical details (plans, elevations, perspective views /simulated 3D images & salient features etc) to the Selection Committee of the Bank at Bangalore. No costs shall be paid by the Bank for this presentation.
5. Based on the presentation and feed back of the Selection Committee, the designs will be awarded with marks, which will constitute 80% and fee quoted will be opened and will have 20% weightage marks as enumerated below:
6. The merit rank and the fees quoted will be taken into account for the final selection of the Applicant with weightage of 80 % for the merit (i.e. technical details) and 20 % for the Fee quoted. The weightage will be applied as per the example given below:

In case of assessing the quoted fee the following shall apply.

- a) The fee quoted for the scope of architectural design in percentage terms will be converted into amount considering the project cost of Rs.15.00 Crores. Even in case of restricted/divided scope of work, for assessment purpose the project cost will be considered at Rs.15.00 Crs.
- b) The fee payable for construction management will be taken up for 9 months period and will be added to (a) above.
- c) Irrespective of assigning the construction management either fully or partly or otherwise, for the purpose of assessment the amount quoted will be factored as (b) above.

Let us assume 3 participating Architects scoring the marks for the design as per column (3) of the table below and in case of fees the amount quoted is as under:

Sl. No. (1)	Description (2)	Marks Scored for design. (3)	Fee quoted by the agency (Amount in lakhs of `)
1	Architect A	85	35
2	Architect B	80	25
3	Architect C	75	30

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 80% will be applied on marks so obtained. Similarly the minimum fee i.e ` 25 lakhs will be given 100 percentage and percentage of the other Architects will be worked out on proportionate basis and thereafter weightage of 20% will be applied on marks so obtained. The marks so obtained by all the Architects will be added and the Architects will be ranked 1, 2 & 3.

Marks obtained by Architect A - $(85 / 85) \times 80 + (25/35) \times 20 = 94.29$ marks

Marks obtained by Architect B - $(80 / 85) \times 80 + (25/25) \times 20 = 95.29$ marks

Marks obtained by Architect C - $(75 / 85) \times 80 + (25/30) \times 20 = 87.25$ marks

As per the weightage, the Architect B gets the maximum over all marks and will be ranked one on the basis of overall marks.

7. The decision of the Bank in selection of the Architect shall be final and binding on the participating applicants.
8. The three participating architects for the final selection process will be paid a lump sum amount of Rs 25,000/- (Rupees Twenty five Thousand only) as token of appreciation for participating.

E. CONDITIONS OF CONTRACT

SUBJECT: : Selection of Architect/Interior Designer for the interior works of Proposed office complex at Plot No. C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai

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, Mumbai 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 the Architect/Interior Designer awarded with the interior works namely M/s. _____ along with their service/associate consultant engaged by them for the works or their assigns or successors in office and authorised representative.
- (v) "Contractor" means the person, firm and / or Company whose tender/tenders _____ for _____ is/ are accepted by the Bank and includes the contractor's personal representative, successors and assigns.
- (vi) "Project/Works" shall mean the interior works of Proposed office complex at Plot No. C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai
- (vii) "Contract/Agreement" means the contract entered between the Bank and the Architect specific to the works assigned as per the terms and conditions and details furnished in the document and shall be period of 12 months from the date of agreement and or till completion of the assigned work including any extended work of upper floors within the contract period of 12 months.

2. 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. 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.

3. SCOPE OF SERVICES

The scope of consultancy work shall include the planning, layout plan, elevations, sections and perspective in the scale of 1:100 along with computer generated 3-D image and walk through of the major components, designing, Architectural drawings, preparing preliminary as well as detailed working drawings, specifications, bill of quantities, Preliminary & detailed Estimates for the following works

1. Civil works related to interior, interiors, fit-outs, loose furniture, artifacts.
2. Internal Electrical works, fixtures & Installations
3. Air-conditioning - ducting (as HVAC for the building as a whole has been provided). Precision AC in case of Data center is included in the scope.
4. Fire detection and fire-fighting (excluding what has been already provided in the building)
5. Automated Building Management System
6. Any other services / systems as may be found necessary for functional requirement of the building.
7. Landscaping of the 4th floor terrace area, entrance, lobby and as per the design indent. This shall be complimenting to what has already been provided in the construction works.

The scope shall also include obtaining statutory permissions of all nature from Municipal authorities & statutory authorities and fulfilling the conditions stipulated by them.

4. STATUTORY PERMISSIONS

Wherever necessary, the architect shall provide necessary details/drawings etc to statutory authorities like MMRDA/MCGM for their permissions with regards to execution of works. The design shall be such that it meets the local bye laws requirements. This includes any clarifications/modifications and coordinating with various agencies & authorities, obtaining necessary NOC's / clearances/approval for the layout/plan from the concerned statutory authorities and fulfilling the conditions stipulated by them.

5. STAGES OF SERVICES:

I PRE- CONSTRUCTION STAGE:

- (a) Finalising the planning of interiors, prepare general layout, sketch and designs with drawings good for tendering.
- (b) After obtaining the approval of the Bank, prepare the drawings according to the Municipal bye laws , local Acts, Regulations etc., if any and take the approval of the bank. Making necessary submissions to the Local authorities & obtain their approval, if required.
- (c) Prepare Budgetary Estimates concurrently. 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.
- (d) Concurrently to plan for execution of the work incorporating all heads of the work & activities in such a manner that the work is completed in shortest possible time agreeable to the Bank. (Bank looks forward for completion of works within October 2011 and start utilizing the building.)
- (e) Concurrently to prepare the Detailed Estimates as per the drawings showing calculations of quantity of each item, detailed bill of quantities, tender documents for composite or one or more traits of works for approval of the Bank to above and modify them if considered necessary and to be within the budgeted estimate.
- (f) Assisting in tender evaluation/ selection of contractors leading to award of work

II. CONSTRUCTION STAGE:-

- (a) Supply 7 sets of working drawings to the Bank and for use in construction. A soft copy shall also be submitted in form of CD.
- (b) Supply all details and drawings required for smooth execution of work in phases, if so required. Supply Architectural drawings, sketches specifications and details that may be required for proper execution of the work.
- (c) Obtain approval of the Bank for any material deviation in designs or cost, due to changes in working drawings, schedule and specifications from the approved scheme. Also prior approval of the Bank to be obtained in case of any quantity variations/substitutions to the items of work which are quoted high or low beyond 25% to the estimate.

- (d) Check and approve shop drawings submitted by the contractor
- (e) Approve in consultation with Bank, the colour scheme, materials like flooring tiles, fixtures, veneers, paint, furnishing materials, artifacts, plants and related items for landscaping etc including visiting show rooms/suppliers within the overall scheme and specifications furnished in the tender and give necessary directions in its implementation to meet the design objectives.
- (f) Periodical site visit to ensure that the works are being carried out as per the proposed scheme of work , attending to weekly/fortnightly site meetings, wherever necessary to clear any site details not concurring with the drawings or any other problems related to site calling for modifications in the drawings.
- (g) The scope of service and assignment described above for this stage is general but is not exhaustive i.e. does not mention the entire 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.
- (h) On completion to prepare 'as built' / completion drawing, 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.

III. CONSTRUCTION MANAGEMENT STAGE:

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

- (a) To execute the project at site and ensure quality.
- (b) Give necessary on site supervision and inspection by employing experienced and qualified Civil or Architect and Electrical Engineer 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.

There shall be at least one full time Civil Engineer / Architect as project in charge at site and one full time Electrical Engineer/supervisor at site. The Civil Engineer or Architect shall be a graduate Engineer with at least 5 years of experience and in case of Electrical Engineer, he shall have minimum of 5 years in case he is a graduate or minimum 8 years in case of Diploma holder. The duties, responsibilities & powers of Site Engineer / Supervisor are as detailed below. The Architect shall furnish the details of credentials to prove the academic & experience records of the site engineer engaged by him to Bank, for its approval.

- (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) 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, 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.
- (g) Certify accounts of work, materials etc.,
- (h) 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} Ensure that architectural and other details are made available at the site before the need for them arises.
- c} Ensuring that samples of materials used in the work, 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} 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.
- h} Ensuring that instructions received verbally or in writing from the Competent Authority are properly complied with. Ensure oral instructions given by visiting officers are confirmed in writing.
- i} Keep the Bank informed of the site events once a week.
- j} Ensure good and healthy relations between the various contractors/agencies working at site.
- k} Ensure that the contractors do not feel that the site staff of the Bank is unjust and unreasonable.
- l} Ensure that all operations are carried out with complete safety to life and property.
- m} Maintain 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 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 layout of the work laid out on site by the contractor.
- iv} 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.
- v} To maintain records at the site of work, in addition to normal routine requirements of an office say like:
 - (a) Daily Progress Record.
 - (b) Work Site Order Book
 - (c) Instruction by Bank's Officers
 - (d) Test Registers of other materials/fittings, fixtures, equipments as stipulated in the tender.
 - (e) Register of Drawings and Working details.
 - (f) Log Book of Defects
 - (g) The Site Engineer should maintain a Hindrance Register giving details of commencement and removal of each hindrance.

Or appropriately as required.

- vi} To record measurements of completed work jointly with the contractor and to process them in running account bills.
- vii} 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.
- viii} To submit to the Competent Authority the Progress Report fortnightly or as required.
- ix} To watch that the concerned contract does not lapse for want of extension of time.
- x} To ensure that progress on every contract is in accordance with the appropriate stage of its Time and Progress Chart.

xi} 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.

xii} 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.

xiii} To submit the final summary of costs for the project to the Competent Authority.

xiv} 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 .
- (c) Inventory of fittings and fixtures.

(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 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.

ii} To issue warning to the contractor for work carried out in the absence of supervision.

iii} To submit samples materials for testing, when necessary, to an approved laboratory.

iv} To intimate to the contractor that he intends to measure up the work.

v} 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.

vi) COMPLETION STAGE :

- (a) Certify the final completion of work
- (b) Assist the Architect to prepare 'as built' / completion drawing, 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 .

6. ASSOCIATE CONSULTANTS

The Architect shall engage the services of well qualified Specialists in the relevant field as his associate consultants pertaining to services other than architectural if in house facilities are not available and coordinate with them.

The Architect shall indicate the names of his associate consultants for various services 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 services designs 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 contractor for which nothing extra shall be payable.

The fees and any related expenses + service tax etc 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.

7. CONSULTANCY FEE

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

- (a) Fee calculated at ----% for complete Architectural and other consultancy services as detailed in clause (5) above for the works detailed in clause (I & II).
- (b) For Construction Management stage Clause 5 (III) , the fee of Rs. ----- per month from the date of commencement of works at site till completion for a maximum of 9 months including settlement of final bills of the contractors.

The above fees are inclusive of fees payable by the Architect to their associate consultants and the associates and 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 these services and Bank shall pay only statutory payments to be made to the 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. The bank may make payments directly to the statutory authorities on demand or on production of receipts towards application fee, deposits and service charges etc.. issued by statutory authorities. The fees quoted should include all the above services and it shall also include all miscellaneous and incidental expenses to be incurred for getting approval, NOC's.

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 to satisfactory performance.

8. Outstation visits

After appointment and during the course of execution or thereafter say like arbitration or for any situation warranting architect's presence/disposition, the Bank may request the services of the architect. In such situation the architect shall render their services at no extra fee. However, for the visits outside Mumbai Bank shall pay as follows:

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

Boarding/Lodging/halting expenses : as applicable to DGM of Bank for the senior person/senior associate and in case of site engineers/junior officials the same shall be as applicable to DM of the Bank.

Local conveyance : as per actual

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 Mumbai.

9. STAGES OF PAYMENT OF FEE:

(a) Stages of payment fee for the consultancy services

The consultancy fee in 9(a) above will be paid in stages as specified below, subject to recovery of security deposit as per clause 7 below::

Sl. No	Stages	Percentage of the Total fee payable
01	On satisfactory completion of Pre-construction stage	40 %.
02	During construction stage (payment will be made pro-rata based on certified bills)	50 %
03	On satisfactory completion of work.	10 %

(b) Construction Management fee : The architect shall be paid for the construction Management stage for deploying one full time Civil Engineer/Architect and Electrical Engineer each with experience as stated elsewhere, on monthly basis from the date of commencement of works at site, till completion of work subject to a maximum of 9 months.

10. DAY TO DAY SUPERVISION OF WORKS:

In the event of Bank deciding to utilize the services of the architect to implement the project and assign the scope of day to day supervision of works at site the "Clause 5 - Para III Construction Management Stage" will apply and the fee quoted under (b) of Price Bid for Construction management per month basis will be applicable. However, the Bank reserves the right to either include or exclude the scope of work partially or totally, which shall be conveyed at the time of appointment of the Architect. In the event, the Bank undertakes the work either directly or through CPWD/any other agency, the architect shall provide the required services as detailed in elsewhere in the conditions.

On any difference of opinion between the Architect and CPWD/any other agencies on the matters of design, drawings, specifications and any other matter related to the project/work, the decision of the bank shall be final and binding on all.

11. SECURITY DEPOSIT:

An amount equivalent to 5% of the total amount payable to the Architect shall be deducted progressively from each payment, towards security deposit for fulfilling the terms of contract faithfully and diligently. The security deposit will be refunded after the completion of the guarantee period detailed under "clause 16".

12. 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 approved 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 (5). 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, in case

of minor modification, material changes 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 say by 10%. 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 with due rate analysis and justifications expeditiously for obtaining sanction of the competent authority. The Architect shall not be paid anything extra for such modifications and related works thereon.
- (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.

13. TIME SCHEDULE ::

Time is the essence of this work. It is desired to inaugurate the building on its Founder's day being 19th November (2011). Accordingly, the interiors works are proposed to be taken up in phases.

Commencement of work:: The commencement of services will be considered from the 1st day after issue of award of work to the Architect :

- a. Completion of various services under pre-construction stage for approval of interiors/layout scheme by the Bank to be completed within 7 days of commencement of work and on approval by Bank to submit budgetary estimates within 3 days. Concurrently within 7 days to finalise the method of execution (composite/multiple tenders- two bid/single bid), time frames for execution and related planning process for execution and tendering.
- b. Concurrently, to prepare the tender documents for composite or one or more traits of work and to prepare the tender drawings, bill of quantities with detailed estimates etc leading to tendering within 12 days of Bank approving the scheme, ie; tenders should be issued at the earliest so as to commence the works at site at an early date.

- c. Concurrently after approval of the interior schemes, to submit the necessary applications/drawings to statutory authorities within 7 days and obtain approvals without affecting the time lines for commencement, execution and completion of works as scheduled.
- d. Tender evaluation and assisting in award of work within 3 days of opening of respective bids.
- e. On award of work, to provide all required drawings, assist the contractor in marking at site, have in place the required site Engineers with due approval of the Bank in the event of construction management is assigned to the Architect and any other services that are expected of the architect, for early commencement of work at site which is expected to start within 7 days of award of work.
- f. During the construction the services related to architect in giving necessary approval, working drawings, site instructions shall not be unduly delayed and affect the time lines including any clarifications shall be attended and cleared within a maximum of 3 days on reference, unless other wise situation warrants extra time and in concurrence with the bank.
- g. The respective contractor's bills shall be certified expeditiously as per the scope of work and commitments furnished in the tender document for respective works without any delays.
- h. Assistance in assessment arbitration and Inspection as mentioned elsewhere in the document.
- i. On completion of works, submission of completion drawings and other documents including fulfilling the obligations and conditions stipulated by the statutory authorities within 60 days from the date of completion of works.

14. 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, electrical, Air conditioning or other services 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 as required by such authorities.
- ii) The original drawings approved by the local authorities with their seal shall be submitted to the Bank.
- iii) Four sets of all drawings of various trades to Bank.
- iv) Four sets of final completion drawings including services drawings with all amendments, services identification marks and layouts of all services to the Bank, along with one complete set of final services design. 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.
- (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.
- (vi) 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.

15. 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- 13" 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.

16. 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.

17. 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 withdrawing 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.

18. TERMINATION 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 arise which entitle the court or the creditor to appoint a receiver or Manager or which entitles the court to make up a winding order.
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.

19.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 18 hereinbefore, the Bank shall be entitled to make use of all or any drawing(s), designs or other documents prepared by the Architect.

20. 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, CIRCLE OFFICE, MUMBAI 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 MUMBAI 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.

21. 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, 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 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.

- c) 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.
- d) Rendering every assistance, guidance and advice in general to the BANK on any matter concerning the technical aspects of the projects.
- e) 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.
- f) 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.
- g) The Architect hereby agrees that the fees to be paid as provided herein (clause 7) 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 elsewhere 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.
- h) 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 CTE of Central Vigilance Commission.
- i) 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.
- j) 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.

k) 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

CANARA BANK

IN THE PRESENCE OF::

1.

2.

NAME & SIGNATURE OF APPLICANT

SUBJECT: Selection of Architect/Interior Designer for the interior works of Proposed office complex at Plot No. C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai.

F- APPLICATION FORMAT

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

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

(b) Address of Local office in :
Mumbai

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.

5. Details of the works executed during the last 7 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 orders **and** satisfactory completion certificate from the client's shall be enclosed. The photo images of these works shall be enclosed.

6. Key personnel permanently employed in your organization:

Sl 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)

7. 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

D E C L A R A T I O N

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / Annexures.
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/Interior Designer for the interior works of Proposed office complex at Plot No. C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai

1. Details List of relatives working in Canara bank;

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH

2. Details List of retired Canara Bank employees , employed by the applicant :

NAME OF THE RETIRED OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE/BRANCH

Name & Signature of Applicant

PROFORMA - B

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

To
General Manager
Canara Bank
Estate & Maintenance Section
Circle Office
13th floor, Maker Tower E
Cuffeparade, Mumbai – 400 005

SUBJECT: Selection of Architect/Interior Designer for the interior works of Proposed office complex at Plot No. C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai

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
General Manager
Canara Bank
Estate & Maintenance Section
Circle Office
13th floor, Maker Tower E
Cuffeparade, Mumbai – 400 005

SUBJECT: Selection of Architect/Interior Designer for the interior works of Proposed office complex at Plot No. C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai

:: 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 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 othersrepresented 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 interior works of the 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
of the
M/s. _____

For and on behalf
CANARA BANK

In the presence of :

- 1.
- 2.

Proforma E

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

To
General Manager
Canara Bank
Estate & Maintenance Section
Circle Office
13th floor, Maker Tower E
Cuffepara, Mumbai – 400 005

SUBJECT: Selection of Architect/Interior Designer for the interior works of Proposed office complex at Plot No. C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai.

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 in a separate sealed envelope- second envelope)

“FINANCIAL BID - FEE STRUCTURE”

To
General Manager
Canara Bank
Estate & Maintenance Section
Circle Office
13th floor, Maker Tower E
Cuffeparade, Mumbai – 400 005

SUBJECT: Selection of Architect/Interior Designer for the interior works of Proposed office complex at Plot No. C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai.

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:

- (a) **Consultancy fee** : Fee calculated at -----% (in words -----) for complete Architectural and other consultancy services as detailed in clause (5) above for the works detailed in clause (I & II).
- (b) **Construction Management stage Clause 5 (III) fee**: Fee of Rs. ----- per month (in words -----per month) from the date of commencement of works at site till completion for a maximum of 9 months including settlement of final bills of the contractors.

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

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 of the Applicant

Place:

Proforma E

(Please submit the following details with technical bid)

HIGHLIGHTS OF THE DESIGN WITH INDIACTIVE COST

SUBJECT: Selection of Architect/Interior Designer for the interior works of Proposed office complex at Plot No. C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai.

1. Brief write up highlighting the features proposed (in bullet points)



2. Costing shall be furnished in a tabular form as indicated below.

(Rs. In Lakhs)

SI No	Floor	Features proposed	Area	Estimated cost
	Ground floor - Branch	Flooring Type of false ceiling Work station/counter Cabins Special Materials if any Furnishing	2500 sft	25

3. Total cost of project proposed.

Date:

Signature of the Applicant

Place: