

OFFER DOCUMENT

ARCHITECTURAL SERVICES FOR INTERIOR WORKS COMPRISING OF INTERIOR FURNISHING, MODULAR FURNISHING, ELECTRICAL, LAN & TELEPHONE, AIR CONDITIONING, FIRE ALARM, PUBLIC ADDRESS SYSTEM & CCTV WORKS AT THE PROPOSED CIRCLE OFFICE BUILDING AT AGRA

This document can be downloaded from Bank's website www.canarabank.com and enclosed along with Technical bid of this offer document & also from CPP portal: www.eprocure.gov.in

ISSUED BY

Premises & Estate Section, Circle Office, Vipin Khand, Gomti Nagar, Lucknow - 226010.
Ph: 0522-2307611; e-mail: pecoluck@canarabank.com Website: www.canarabank.com

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(I) NOTICE INVITING OFFERS (NIO)

Subject: ARCHITECTURAL SERVICES FOR INTERIOR WORKS COMPRISING OF INTERIOR FURNISHING, MODULAR FURNISHING, ELECTRICAL, LAN & TELEPHONE, AIR CONDITIONING, FIRE ALARM, PUBLIC ADDRESS SYSTEM & CCTV WORKS AT THE PROPOSED CIRCLE OFFICE BUILDING AT AGRA

Canara Bank, a reputed Public Sector organization, proposes to undertake the subject works at the premises proposed for housing its Agra Circle office. The Bank is in the process fixing premises in Agra. The carpet area of the premises proposed to be acquired for the Circle Office is between 15,000 sqft to 20,000 sqft & the approximate value of the works is Rs.3.00 Crores. Offers are invited from eligible & competent architects/architectural firms having valid registration with Indian Council of Architecture (ICOA) for availing their services.

1.	Nature of the document	:	TWO BID CONCEPT
2.	Contents of the offer document	:	<p>A. TECHNICAL BID (First envelope)</p> <p>a) Eligibility criteria b) Brief details and objectives of the work c) General Rules & Instructions to the Architect d) Method of selection of Architect e) Conditions of Agreement f) Proforma - A, B, D, E, F & G</p> <p>B. FINANCIAL BID (Second envelope) Financial bid for the proposed consultancy services in Proforma-C Technical Bid & Financial Bid to be submitted in separate envelopes & these 2 separate envelopes shall be enclosed in a single envelope.</p>
3.	Application Fee (Non refundable)	:	Rs.1,180/- (Rs. 1,000/- + 18% GST) (payable in DD favouring Canara Bank, payable at Lucknow)
4.	Earnest Money Deposit	:	Rs. 15,000/- (payable in DD favouring Canara Bank, payable at Lucknow)
5.	Date of Issue of offer document	:	From 03.05.2020 to 18.05.2020 during office hours (BOTH DAYS INCLUSIVE). Documents can also be downloaded from Bank's website www.canarabank.com or CPP portal www.eprocure.gov.in
6.	Last Date of Submission	:	Sealed Envelopes to be submitted on or before 18.05.2020 up to 04.00 pm. <u>The offer should reach to the office of</u> The Deputy General Manager, Premises & Estate Section, Circle Office, Vipin Khand, Gomti Nagar, Lucknow - 226010
7.	Date of Opening of Technical Bid	:	Will be opened on 18.05.2020 at 04.30 pm
8.	Financial bids of only the short listed applicants will be opened on a pre-notified date & time, under intimation to such short listed applicants.		

Date: 03.05.2020

Place: Lucknow

Deputy General Manager

(II) ELIGIBILITY CRETERIA

Sl. No	Criteria	Documents Required
1	The Architect should be a registered member with Council of Architecture (COA)	A valid registration certificate from COA
2	The Architect should have minimum of 05 years experience in architectural services as on 31/03/2020	1. Valid Registration Certificate of the firm / Company which must be registered before 31.03.2015 2. At least three Order copies & Completion certificates from the customers issued between 01/04/2015 to 31/03/2020 out of which 1 must be issued between 01/04/2015 & 31/03/2016 or earlier & 1 must be issued between 01/04/2018 & 31/03/2020.
3	The Architect should have provided consultancy services for at least: Three(3) similar works each costing 40% (Rs.1.20 Cr) of project cost OR Two (2) similar works each costing 50% (Rs.1.50 Cr) of project cost OR One(1) similar work costing Rs 80% (Rs.2.40 Cr) of project cost during the last 5 (Five) years ending with 31.03.2020. 'Similar work' means interior works comprising of interior furnishing, modular furnishing, electrical, LAN & telephone, air conditioning, fire alarm, public address system, CTV works and other allied activities for office buildings. 'Consultancy services' include architectural, interior works comprising of interior furnishing, modular furnishing, electrical, LAN & telephone, air conditioning, fire alarm, public address system, CCTV works and other allied activities for office buildings.	Order copies and satisfactory completion certificates clearly indicating the cost & nature of work handled and month & year of commencement & completion
4	The architect should be familiar with Government guidelines in the matters of executing public works & in this regard should have given similar consultancy services/project management consultancy services for one completed work costing more than Rs.50 Lakhs to Central/state Govt. organizations, PSUs/PSBs, RBI, Local bodies, Govt. autonomous bodies during the last 5 (Five) years ending with 31/03/2020.	Order copies and satisfactory completion certificates clearly indicating the cost & nature of work handled and month & year of commencement & completion.
5	The Architect must have GST registration number and PAN number	Copies of the registration certificate and PAN card copy shall be enclosed.

6	The Architects should have their office/branch in the state of Uttar Pradesh and / or UT of Delhi for operational convenience. Regarding firms which don't have an office in the above location, Bank may consider their offer at its discretion.	1. Copy of the registration Certificate/ Trade license of the office to be enclosed.
7	BLACKLISTING / DEBARRED CERTIFICATE Bidders who have been debarred / blacklisted by any of the above said organisations will not be considered.	In this respect, the Bidders shall submit declaration as outlined in Proforma G on their Company Letter headed paper duly sealed & signed.

(III) BRIEF DETAILS & SCOPE OF WORKS

- a) Canara Bank (hereinafter known as Employer or Bank) proposes to undertake the following interior works as per Sl. No. III. c) at the proposed building in Agra for their Agra Circle office. The carpet area proposed to be acquired is between 15,000 sqft to 20,000 sqft.
- b) It is proposed to house administrative units such as Circle Office, other administrative & operation units, Canteen, ATM etc in the above premises as per the prevailing local rules and regulations of the area.
- c) The proposed scope of work shall comprise of the following:
 1. Interior furnishing
 2. Modular furnishing
 3. Electrical, LAN & Telephone
 4. Air conditioning
 5. Fire alarm & Public address system
 6. CCTV
 7. Any other services/systems as may be found necessary later for functional requirement of the Circle office.
 8. Other civil works required for completion of interior works etc.
- d) The architect shall take complete responsibility of site inspection, planning, designing, submission of preliminary drawings & project report, preparation of detailed working drawings, tender documents, supervision of the works during execution, certification of contractor's interim/final bills, guiding & assisting the Engineer/Consultant/Architect of landlords with respect to other civil works required for completion of interior works & getting necessary approvals, if any from concerned authorities for the completion of interior works as detailed elsewhere in the document.

(IV) GENERAL RULES & INSTRUCTIONS TO ARCHITECTS

1. The architect, on his own expense, shall inspect the site to ascertain the site conditions, constraints and any other information required.
2. The tender/offer is "TWO ENVELOPE CONCEPT" and shall be submitted in two separate sealed envelopes as detailed below:-
 - 2.1 The first envelope (Envelope 1) to be super scribed as "TECHNICAL BID FOR ARCHITECTURAL SERVICES FOR INTERIOR WORKS OF PROPOSED CIRCLE OFFICE BUILDING AT AGRA". It should contain offer document duly signed in all pages consisting of:
 - a. Application Fee as specified in NIO
 - b. Earnest Money Deposit as specified in NIO
 - c. Eligibility criteria
 - d. Brief details and objectives of the work
 - e. General Rules & Instructions to the Architect
 - f. Method of selection of Architect
 - g. Conditions of Agreement
 - h. Proforma - A, B, D, E, F & G

Note: Financial aspects of the offer should not be disclosed in any way, in the technical bid and such technical bids consisting financial aspects are liable for rejection. Any offer not containing EMD and/or Application Fee as specified shall be summarily rejected. No consideration in such respect shall be entertained.

Offerors shall make a note that as per guidelines issued by the Govt of India, all units registered under MSME are exempted from paying Application Fee & Earnest Money Deposit for Government/PSU tenders. All such offerors who are registered as MSME units are hence exempted from paying application fee & Earnest Money. In case any offerer claims exemption from paying such fees, he/she shall mandatorily submit certificate issued by competent authority for such exemption along with application in ENVELOPE 1. Any application submitted without prescribed fees as well as exemption certificate, shall be summarily rejected. No consideration for same shall be entertained at the time of opening the bids.

- 2.2 The second envelope (Envelope 2) to be super scribed as "FINANCIAL BID FOR ARCHITECTURAL SERVICES FOR INTERIOR WORKS OF PROPOSED CIRCLE OFFICE BUILDING AT AGRA". It should only contain price offer quoting fee for complete services in **Proforma-C**.

No other terms and conditions or information shall be furnished in the financial bid other than the fee. The offerer is requested to refer to the terms and conditions in the draft agreement enclosed while quoting the fees.

- 2.3. These above two envelopes put in an outer envelope (Envelope 3) to be super scribed as "OFFER FOR ARCHITECTURAL SERVICES FOR INTERIOR WORKS OF PROPOSED CIRCLE OFFICE BUILDING AT AGRA" should be submitted to the address as detailed in Notice Inviting Offers (NIO). All 3 envelopes are to be duly sealed. Submission of open envelopes shall make the offer liable for rejection.
- 2.4. Only original offer documents issued/downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proforma which shall be submitted in

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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. Necessary details to ascertain the eligibility criteria for short listing shall be furnished in the required format only. The details furnished elsewhere or in the format in deviation from the format required will not be considered.

3. The sealed offers should be submitted to the address as detailed in **Notice Inviting Offers (NIO) on or before the time and date stipulated in NIO**. If last day of submission of bids is declared a holiday by the Government 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.**
4. The First envelope (Technical bid) will be opened in the said office on as specified in NIO.
5. The date for opening the Second envelope (Financial bid) will be intimated subsequently only to such firms whose Eligibility, Technical bids are found qualified & suitable. The applicants are requested to participate during the opening of the tender.
6. The tender documents are not transferable.
7. All corrections such as cuttings, interpolations, omissions and over-writings shall be number as 'c', 'i', 'o' and 'ow' and initialled.
8. All fees shall be quoted on the proper form. Quoting of fees different from prescribed in this document will be liable for rejection. **The fees quoted** shall be inclusive of all fees / charges payable to the associate consultants, Income tax (TDS) but exclusive of GST.
9. **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.**
10. Offers which are incomplete in any respect are liable to be rejected.
11. At any stage of the tender if any information submitted by any of the bidders is found incorrect, the offer of the concerned bidder shall be summarily rejected.
12. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the Architects who resort to canvassing will be liable for rejection.
13. The applicant shall furnish the list of his relatives working in the Canara Bank with their present place of posting in the **Proforma E**.
14. 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.
15. The Architect or their authorized representatives with an authorization letter as per **Proforma F** are requested to be present during the opening of the bids. If any of the Architect or all the Architects who submitted are not present during the specified date and time of opening it will be deemed that such Architect is not interested to participate in the opening of the Bid/s

and the Bank will proceed further with opening of the technical bids / financial bids in their absence.

16. It will be obligatory on the part of the Architect to tender and sign the offer documents for all the component parts and that, after the assignment is awarded, he / they will have to enter into an agreement for each component with the competent authority of the Bank.
17. The successful Architect shall execute the agreement on a stamp paper of appropriate value 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.
18. 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.
19. Conditional offers shall be summarily rejected.
20. The architect shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer.
21. In case of other un-qualified Architect, the sealed price bid shall be returned.
22. All the contents of this document and financial bid with quoted fees shall form a part of the contract document. The successful Architect on acceptance of his tender by the Accepting Authority, shall sign an agreement on stamp paper contract consisting of the following within 14 days from the date of acceptance of the tender:-
 - (a) Standard form of Agreement on stamp paper.
 - (b) All the contents of this offer document and financial bid with quoted fees, any correspondence leading to acceptance of offer by the Bank, etc.
23. The Bank reserves the right to modify any or all of the Eligibility criteria.
24. The Bank reserves right to cancel the tender at any stage without assigning any reasons thereof.

(V) METHOD OF SELECTION OF ARCHITECT

1. In the first stage, offers will be evaluated against the stipulated eligibility criteria of the Bank. Offers not complying with the Bank's eligibility criteria will be rejected. The architects /consultants, who comply with the eligibility criteria and evaluation criteria, will be short-listed in technical evaluation. The evaluation of Consultants for short listing may include getting opinion from the previous clients, visiting their projects, if necessary.
2. The Financial/Price bids of the Architects who satisfy the eligibility criteria only will be opened. The date of opening of the Financial/Price bids will be intimated separately to the architects who qualify the eligibility criteria.
3. For the purpose of evaluation of bids, the total cost of works shall be considered as Rs. 3.00 Crores.

(VI) CONDITIONS OF AGREEMENT

Subject: ARCHITECTURAL SERVICES FOR INTERIOR WORKS COMPRISING OF INTERIOR FURNISHING, MODULAR FURNISHING, ELECTRICAL, LAN & TELEPHONE, AIR CONDITIONING, FIRE ALARM, PUBLIC ADDRESS SYSTEM & CCTV WORKS AT THE PROPOSED CIRCLE OFFICE BUILDING AT AGRA

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 Deputy General Manager, Canara Bank, CO Lucknow 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 their authorised representative engaged by the Bank for supervising and managing the project.
- (v) "Project Management consultant" means M/s. _____ or their assigns or successors in office and their authorised representative engaged by the Architect for supervising and managing the project.
- (vi) "Contractor" means the person, firm and / or Company whose tender/tenders for the proposed work/s is/ are accepted by the Bank and includes the contractor's personal representative, successors and assigns.
- (vii) "Work/ Project" shall mean the proposed Interior works as defined in the scope of work detailed in NIT.
- (viii) "Site" means the premises proposed for housing Bank's Agra Circle Office.
- (ix) "Site engineer" shall mean the engineer appointed by the architect.

2. SCOPE OF SERVICES:

The scope of consultancy work shall include the planning, preparation of layout plans, sections and perspective in the scale of 1:100, designing, architectural drawings, preparing preliminary as well as detailed working drawings & completion plans/drawings and specifications, bill of quantities, preliminary & detailed estimates, preparation of tenders, evaluation of tenders & recommending suitable tenders, supervision of works & other related works for the scope of works as detailed in III c) above.

For the supervision of works, the architect shall engage a experienced site engineer (Engineering graduate/Diploma holder with minimum 4 years of relevant experience) during the course of the works.

The scope of work of any of the above items may be deleted or added by the Bank at its sole discretion and the decision of the Bank will be final in this regard.

3. STATUTORY PERMISSIONS

The architect shall guide the landlord in getting necessary approvals if any required from the concerned authorities for the completion of the interior works as detailed elsewhere in this document.

4. SCOPE OF WORK, ROLES & RESPONSIBILITIES

4.1 PRELIMINARY STAGE:

- a. Obtain the input data from the Bank Officials regarding the facilities & amenities to be created in the proposed building as per the scope of works as detailed in III c) above, Prepare floor plans with required number of toilets in each floor, Conference hall, VC room, seating arrangement showing the location of cabins, work stations, file storage compactors etc. Preliminary planning of all internal utility services like electrical, air conditioning, fire-fighting, acoustics, indicating scope, specifications and costs separately of such sub-heads shall include. All services designs shall be in accordance with the latest IS Codes of practice and/or the codes of practice applicable in the area, Town, City where the work is located. Such detailed work outs and computations of all designs shall be made available to the Bank along with drawings. Architect shall indicate the names of his consultants for various services, their organization, qualifications and experience and get the approval of the Bank to their employment by Architect. Architect shall be fully responsible for the correctness and accuracy of services designs and the safety of the same shall be entirely that of Architect notwithstanding the approval by the Bank of these designs. Architect and his consultants shall certify in writing that the designs are in accordance with the up-to-date and relevant codes of practice.
- b. Assist bank in pre-qualification of Contractors for various category of works by preparing the comparative charts along with their recommendations for pre-qualifications and as well as for rejection of the applications of contractors, if any.
- c. Obtain approval of the floor plans and scheme of works, materials specifications to be adopted in the works from bank authorities. Prepare detailed Estimates, Bill of Quantities and Specifications for all categories of works.
- d. After getting the approval from bank prepare tender documents for various categories of works, assist bank in inviting the tenders and prepare the rate tenders comparative statements and recommending the award of works in various categories. Submission of rates of materials and labour for major items costing about 90% of the cost, evaluation of commercial and other conditions stipulated by tenderer, to assist the Bank in the negotiations, if any with contractors

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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.

- e. Overall supervision of all works during execution of works, coordinating with Bank authorities and various contractor agencies, arranging and attending site meetings to ensure smooth progress of works as per designs. It is also necessary to suggest planning the type of electrical fixtures, Air-conditioner units like Centralized, Split AC etc for various areas indicated above and drawings shall show the location of such fixtures, routing of the ducts, cables, power & UPS wiring to match / suit the proposed interiors. Programming of works by PERT/CPM/Bar charts, incorporating all activities from planning till completion of the Works. Supply the contractors such further drawings, specifications and details which may be required for proper execution of the Work.
- f. Certification of bills of contractors, recording of detailed measurements of works jointly with the representative of the Bank, recommendation for payment of bills to bank for various works. Advising Bank and contractor sufficiently in advance to enable him to get permits, quota certificates, licenses, if required.

4.2 SUPERVISION BY ARCHITECT

Supervision services to be provided by the Architect will include:

1. Check and approve shop drawings submitted by the contractor (if any).
2. Give necessary on site supervision and inspection regularly.
3. 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.
4. Advise BANK if the contract time is likely to be varied and reasons thereof.
5. Advise BANK on changes, if necessary, for technical reasons.
6. 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 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.
7. Certify accounts of work, materials etc.
8. Certify the final completion of work.
9. Assist the Bank in arbitration, litigation case that may arise out of the contract entered into in respect of the above work.
10. Guiding the Engineer/Consultant/Architect of landlords with respect to other civil works required for completion of interior works.

5. PAYMENT OF REMUNERATION:

- (a) **The consultancy fees:** The BANK agrees to pay to the Architect for the professional services to be rendered by him as herein above described at 2, 3 & 4 at the following fees :-

A fee calculated at the rate of a **fixed percentage** of the cost of work for complete Architectural and other consultancy services as narrated in clause 6, below.

- (b) The above fees at 5(a) are inclusive of fees payable by the Architect to any other consultants and the associates and nothing extra shall be payable by the BANK. It shall include all miscellaneous and incidental expenses to be incurred by the Architect for the professional services to be rendered by him.

Any amount paid to the Architect as adhoc payment for the preparation of required documents and conceptual drawings shall be adjusted in the first bill against above mentioned fees at (a) above.

The consultancy fee in 5(a) will be paid in instalments as specified below, subject to recovery of security deposit as per clause 7 below::

- a. On finalization of all drawings related to the scope of works as detailed in III c) above: 20%.
- b. On floating of all tenders related to the scope of works as detailed in III c) above: 10%
- c. On receipt of all tenders related to the scope of works as detailed in III c) above, advising on tenders, finalization and award of all contracts, including specifications and handing over constructional drawings to contractor: 20%
- d. Balance on completion of all work related to the scope of works as detailed in III c) above and certification of final bills.

6. COST OF WORK:

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:-

- a. Cost of any services, fittings and fixtures which are not designed, planned and supervised by the architect, but not the cost of erection, civil works, electrical works, ducting etc.
- b. Any in fructuous expenditure as a result of demolition etc., ordered by the Architect and cost of any rejected work.
- c. Cost of supervisory and other establishment employed on work by the Architect or the Bank.
- d. Contingent expenditure like press advertisement, publicity, cost of foundation stone, Inauguration ceremonies of buildings etc.
- e. Escalation in the cost of work due to increase in rates of materials and labour after award of work.
- f. Any deviation in the items of work not authorized by the BANK prior to its execution.

In computing the cost of the work for computing the 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.

7. ADDITIONS AND ALTERATIONS:

- a. 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.
- b. 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

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extra services and expenses on quantum merit basis at percentages applicable under this agreement and to be determined mutually unless such changes, alteration are due to consultants own commission and / or discrepancies including changes under clause 4.1 (a) and (d) due to changes required by Architect of all internal, external services. The decision of the BANK shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Architect. However for the minor modification or alteration which does not affect the entire design, planning etc., no such amount will be payable.

- c. 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.
- d. The Architect shall also prepare the necessary draft letters for any major changes for BANK's 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.
- e. 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.
- f. 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 BANK's 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.
- g. 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.

9. TIME SCHEDULE:

Commencement of work: The commencement of work will be considered from 7th day after the date of issue of award letter to the Architect. The

SL. NO.	ACTIVITY	TIME DURATION
1	Site inspection & submission of preliminary drawings & project report for the scope of works as detailed in III c) above	10 days from the date of receiving the work order
2	Preparation of detailed working drawings for the scope of works as detailed in III c) above and submission of detailed estimate of	10 days from the date of approval of the preliminary drawings & project report by bank.
3	Preparation of tender documents for the scope of works as detailed in III c) above along with detailed drawings for floating the tender	10 days from the date of clearance from bank to proceed with the tender process.

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4	Actual execution of all the works as per the scope of works as detailed in III c) above by the agency (ies).	2 months from the date of award of works or handover of site, whichever is earlier
5	Certification of contractor's interim / final Bills	7 days for interim bills 15 days for final bill with verification of all measurements.

10. **PENALTY:** The time allowed for carrying out the work as specified in clause 9, 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 the 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 work remains unfinished after the specified date subject to a maximum of 10%.

11. **RESTRICTION / SUSPENSION:** The BANK reserves the right of restricting the Architect's services to the preparation of detailed drawings, specifications and estimates and make other arrangements for preparation of tenders and supervision of work after withdrawing such work from him or suspend the work due to administrative reasons. The Architect shall, in that case, will be entitled to payment of fees on prorata basis as per Clause 5 (a) only for the services entrusted to him.

12. **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 prepared by the Architect and that the Architect shall be liable to refund all the fees paid to him up to that date plus such damages as may be assessed by the BANK subject to a maximum of 10% of the total fees payable to the Architect under this agreement.

Provided, however that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the 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.

13. **TERMINATION:**

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

14. **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 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 Architectural services for Interior works of Proposed Circle Office Building at Agra

shall be final and binding on the parties.

The Arbitrator will have his seat at Lucknow 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.

15. 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 detailed drawings for the scope of works as detailed in III c) above 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.*

- a. Two sets of all drawings for contractors of various trades
- b. Two sets of all drawings for clerk of works/Site Engineer
- c. One set of drawings for all consultants, whether employed by the Architect or the BANK.
- d. Two sets of all drawings to the BANK.
- e. Two sets of final completion drawings including structural and services drawings with all amendments, services identification marks and layouts of all services to the BANK, along with one complete set of final structural and services design with calculation. One complete set out of this shall be reproducible copy on A 1 size. Cost of supplying copies of drawings over and above the above sets shall be reimbursed by the BANK. All these drawings will become the property of the BANK and the BANK will have the right to use the same anywhere else. The drawings cannot be issued 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 anyone except the BANK and its authorized representative.
- f. 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 (v) above, shall be issued.

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. DETERMINATION OR RECESSION OF AGREEMENT:

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

- i. 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.

PREMISES & ESTATE SECTION, CIRCLE OFFICE, LUCKNOW

- ii. 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:
- To determine or rescind the agreement
 - To engage another Architect to carry out the balance work debiting the Architect the excess amount if any so spent.
- 18.i) 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, designs and verify measurements and the quality of work.
- ii) 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, technical soundness of designs and construction and for all provisions of the contract so as to satisfy the particular requirement of the specifications.
- 19.(a) The Architect shall be fully responsible for the technical soundness of the work and furnish a certificate to that effect including the work of consultants and specialist engaged, if any, by him and also ensure and give a certificate at every bill stage that the work is carried out strictly in accordance with drawings and specification.
- (b) The 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.
20. 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.
21. 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.
22. The Architect hereby agrees that the fees to be paid as provided herein (clause 5) will be in full discharge of function to be performed by him and no claim whatsoever shall be against the BANK in respect of any proprietary rights or copy rights on the part of any other party relating to the plans, models and drawings.
- The 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.
23. 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 authorized inspection agency of the BANK or the Government.
- 24(a) 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, over measurements - faulty description of tender item or any other lapse on the part of project architect necessary recovery may be effected from the Project 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.
- (b) 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 concerned BANK should report to IBA, misbehavior of the Project Architect and IBA in turn should 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”

25. APPLICATION FEE: Application fee (non refundable) of Rs.1,180/- is payable in form of DD favoring Canara Bank, payable at Lucknow. As per Govt guidelines, application fee is exempted for units registered as MSME with competent registering authority. Relevant certificate has to be mandatory enclosed along with technical bid. Offers received without application fee and not accompanying exemption certificate shall be rejected. Application

26. EARNEST MONEY DEPOSIT: Earnest Money of Rs.15,000/- is payable in form of DD favoring Canara Bank, payable at Lucknow. As per Govt guidelines, Earnest Money is exempted for units registered as MSME with competent registering authority. Relevant certificate has to be mandatory enclosed along with technical bid. Offers received without Earnest Money and not accompanying exemption certificate shall be rejected. Earnest money of the parties not qualified in prequalification process shall be returned after qualification process is completed. Earnest money of all others shall be retained until opening of financial bids. On opening of financial bids, EMD of all unsuccessful parties shall be returned. EMD of the successful bidder shall be retained until entire scope of the works covering under this tender is completed. In event of withdrawal of offer by any of the bidders at any stage of tendering, the Earnest Money shall be forfeited by the Bank and no claim in any respect shall be entertained.

For and on behalf of

M/s. _____

For and on behalf of

CANARA BANK

IN THE PRESENCE OF:

1.

2.

PROFORMA - A

“CONFIRMATION FOR ACCEPTANCE OF THE OFFER”

Subject: ARCHITECTURAL SERVICES FOR INTERIOR WORKS COMPRISING OF INTERIOR FURNISHING, MODULAR FURNISHING, ELECTRICAL, LAN & TELEPHONE, AIR CONDITIONING, FIRE ALARM, PUBLIC ADDRESS SYSTEM & CCTV WORKS AT THE PROPOSED CIRCLE OFFICE BUILDING AT AGRA

1. I/We have read and examined the Notice Inviting offer, the draft agreement to be entered with and understood all its contents and all other relevant particulars.
2. I/We are fully qualified to provide the professional consultancy services to the said work and have understood the scope of services, terms and conditions, BANK's time schedule.
3. I/We are enclosing along with this offer application fee of Rs.1,180/- (Rs. 1,000/- + 18% GST) and Earnest Money Deposit of Rs.15,000/- in form of DD favoring Canara Bank, payable at Lucknow
OR
I/We are registered as Micro/Small/Medium enterprise and are exempted from paying application fee & EMD. I/we are enclosing relevant certificates in support of exemption.
4. I/We are agreeable to extend our professional services for the subject project and the professional charges have been conveyed in "**Proforma -C**" furnished.
5. I/We fully understand that you are not bound to accept the lowest or any offer you may receive.
6. 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 Architect.

(Please submit this acceptance letter in your letter head as a covering letter to the offer document.)

PROFORMA - B

“APPLICATION FORMAT”

Subject: ARCHITECTURAL SERVICES FOR INTERIOR WORKS COMPRISING OF INTERIOR FURNISHING, MODULAR FURNISHING, ELECTRICAL, LAN & TELEPHONE, AIR CONDITIONING, FIRE ALARM, PUBLIC ADDRESS SYSTEM & CCTV WORKS AT THE PROPOSED CIRCLE OFFICE BUILDING AT AGRA

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

Telephone No.

Office :
Residence :
Mobile :
Fax :
E-Mail :

(b) Office Address :

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. Whether registered with Registrar of
Companies/ firm. If so, No. & Date :

4. Registration with Tax Authorities :

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

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

c) Registration Number with Council of Architects:

d) GST registration details :

5. Names of the Bankers with address :

I)

II)

6. Turnover of the Company/firm (only through architectural services. Turn over from any other businesses not to be included):

(Please attach copy of documents in support of the details)

Note: Indicate only Professional fees and not cost of works

S. No.	Year	Turnover
1	2017-18	
2	2018-19	
3	2019-20	

7. Registration with Government / Public Sector / Banks / Corporate, if any

NAME OF THE ORGANISATION	NATURE OF WORKS	VALUE OF WORKS	DATE OF REGISTRATION

8. What are your fields of activities? Mention the fields on preference basis

1)

2)

3)

9. Details of the works executed during last 5 years to 31/03/2020 (to meet eligibility condition No.3) for which consultancy services were provided

Sl	Name of Work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Location of the work	Actual Value of the works	Date of commencement & Completion.

10. Details of the works executed during 5 years prior to 31/03/2020 costing more than Rs.50.00 Lakhs (to meet eligibility condition No.4) for which consultancy services were provided

Sl	Name of Work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Location of the work	Actual Value of the works	Date of commencement & Completion.

Note: If the works qualify for both the above categories, then the same should be indicated in both 9 & 10. Copies of client's satisfactory completion certificates shall be enclosed. *Also, photo images, 3D walk-through's, Videos, power point presentations of works handled, in soft copy form (Compact Discs) may be submitted.
(* optional)

11. Key personnel permanently employed in your organization:

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

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

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT NUMBERS

13. 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 about the work listed by me / us in the accompanying sheets / annexure.
3. I / We agree that the decision of Bank in selection will be final and binding to me / us.

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

PROFORMA-C

“FINANCIAL BID - FEE STRUCTURE”

To, (To be submitted in separate sealed ENVELOPE)

The Deputy General Manager,
Premises & Estate Section,
Circle Office, Canara Bank,
Vipin Khand, Gomti Nagar
Lucknow (UP) - 226010

Subject: ARCHITECTURAL SERVICES FOR INTERIOR WORKS COMPRISING OF INTERIOR FURNISHING, MODULAR FURNISHING, ELECTRICAL, LAN & TELEPHONE, AIR CONDITIONING, FIRE ALARM, PUBLIC ADDRESS SYSTEM & CCTV WORKS AT THE PROPOSED CIRCLE OFFICE BUILDING AT AGRA

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

I/We have read the notice inviting offer, general rules and instructions and the draft agreement to be entered by the successful 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 consultancy services for the said work and have understood the scope of services, terms and conditions. Accordingly, we are agreeable to extend our professional services for the subject work on the following charges:

1. **Consultancy fees** as per clause 5(a) of the “Conditions of Agreement”, for complete Architectural /other consultancy services.

Fee in figures: (%)

& in words: Percentage

The above fee is payable based on the cost as indicated in clause 6 of the Conditions of Agreement **plus applicable GST.**

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.

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

Date:

Signature of the Architect

Place:

PROFORMA D

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 Interior works comprising of Interior furnishing, Modular furnishing, Electrical, LAN & Telephone, Air conditioning, Fire alarm, Public address system & CCTV works of proposed premises for its Agra Circle office having an approximate carpet area between 15,000 sqft to 20,000 sqft 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 Agreement** ” herein under.

NOW, these present witnesses 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 (i.e. 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.

To, **PROFORMA - E**

The Deputy General Manager,
Premises & Estate Section,
Circle Office, Canara Bank,
Vipin Khand, Gomti Nagar
Lucknow (UP) - 226010

Subject: ARCHITECTURAL SERVICES FOR INTERIOR WORKS COMPRISING OF INTERIOR FURNISHING, MODULAR FURNISHING, ELECTRICAL, LAN & TELEPHONE, AIR CONDITIONING, FIRE ALARM, PUBLIC ADDRESS SYSTEM & CCTV WORKS AT THE PROPOSED CIRCLE OFFICE BUILDING AT AGRA

1. Details List of relatives working in Canara bank-

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH

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

NAME OF THE RETIRED OFFICIAL	DESIGNATION	NAME & ADDRESS OF THE PREVIOUS EMPLOYER

Name & Signature of Architect

To,

PROFORMA - F

The Deputy General Manager,
Premises & Estate Section,
Circle Office, Canara Bank,
Vipin Khand, Gomti Nagar
Lucknow (UP) - 226010

Subject: ARCHITECTURAL SERVICES FOR INTERIOR WORKS COMPRISING OF INTERIOR FURNISHING, MODULAR FURNISHING, ELECTRICAL, LAN & TELEPHONE, AIR CONDITIONING, FIRE ALARM, PUBLIC ADDRESS SYSTEM & CCTV WORKS AT THE PROPOSED CIRCLE OFFICE BUILDING AT AGRA

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 Architect

To

PROFORMA - G

The Deputy General Manager,
Premises & Estate Section,
Circle Office, Canara Bank,
Vipin Khand, Gomti Nagar
Lucknow (UP) - 226010

Subject: ARCHITECTURAL SERVICES FOR INTERIOR WORKS COMPRISING OF INTERIOR FURNISHING, MODULAR FURNISHING, ELECTRICAL, LAN & TELEPHONE, AIR CONDITIONING, FIRE ALARM, PUBLIC ADDRESS SYSTEM & CCTV WORKS AT THE PROPOSED CIRCLE OFFICE BUILDING AT AGRA

(DECLARATION TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)

Ref: _____

I / We hereby declare that I / We have not been banned or blacklisted or debarred by any Government , Quasi Government Agencies, Public Sector Undertakings or Private Companies anywhere, anytime.

Should it be observed anytime during currency of the bidding process or during execution of the work that I / We have been banned, blacklisted or debarred by any of the above Agencies, then I / We agree for termination of the contract forthwith and also agree for forfeiture of our Earnest Money Deposit and Security cum Performance Deposit, if any, by Canara Bank, without any recourse.

Dated:

Name & Signature of the Architect

