

CANARA BANK
(A Government of India Undertaking)
TECHNICAL CELL,
ESTATE POLICY AND CONTROL SECTION,
GENERAL ADMINISTRATION WING,
HEAD OFFICE (Annexe),
No.29, K R ROAD, BASAVANAGUDI,
BENGALURU - 560004

REQUEST FOR PROPOSAL (ONLINE TENDER)
SELECTION OF ARCHITECT FOR FAÇADE RENOVATION OF CANARA BANK, HEAD OFFICE
BUILDING, NO: 112, J C ROAD, BENGALURU - 560002.

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

CANARA BANK
INDEX OF TENDER DOCUMENT

Sl No.	Details	Page No.
1	Notice Inviting Offer (NIO)	3
2	A – Eligibility criteria	5
3	B - Brief details and objectives of the work	7
4	C- General Rule & instructions to Applicants	8
5	D – Method of selection of Architect	13
6	E- Terms & Conditions of the Contract	16
7	F – Application format	32
8	Proforma – A - Details of relatives working in Bank, retired govt. PSU officials	36
9	Proforma – B - Authorization letter	37
10	Proforma – C - Acceptance of terms& conditions	38
11	Proforma – D - Agreement format	39
12	Proforma – E - Financial Bid	40
13	Proforma – F - Undertaking letter	42
14	Proforma – G - Declaration as per Bank's format	43
15	Proforma – H – Non Disclosure Agreement format	44

NOTICE INVITING OFFERS (NIO)

SUBJECT: Selection of Architect for Façade treatment at Canara Bank, Head Office Building, No: 112, J C Road, Bengaluru - 560002.

The Canara Bank proposes to carry out façade treatment and Building Fascia Design at Canara Bank, Head Office Building, No: 112, J C Road, Bengaluru - 560002.

1. Nature of the document: SINGLE STAGE TWO BID CONCEPT

2. The offer document comprises of the following:

A. TECHNICAL BID:

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

B. FINANCIAL BID-FEE STRUCTURE: Financial bid for the proposed Architectural services in Proforma-E and submitted online.

Description	Details
RFP No. and Date	GAW/EPC/RFP-03/2024 dated 05.07.2024
Brief Description of the RFP	Selection of Architect for Façade Renovation at Canara Bank, Head Office Building, No: 112, J C Road, Bengaluru – 560002
Bank's Address for Communication	Deputy General Manager, Canara Bank, Technical Cell, Estate Policy & Control Section, General Administration Wing, Head Office Dwarakanath Bhavan, No: 29, K.R Road Basavanagudi, Bengaluru -560004. Telephone- 080-26621874/ 26621873 Email: hoepec@anarabank.com
Date of Issue of RFP	Date: 05.07.2024 Can be downloaded free of cost from Canara Bank's web site, https://canarabank.com/tenders & from e-Procurement portal www.gerpegov.com/CANARABANK
Earnest Money Deposit (Refundable)	Nil
Last Date and Time for Submission of Bids	02.08.2024 AT 3.00 pm through the e-Procurement portal www.gerpegov.com/CANARABANK

Venue for opening of Technical Bid to Eligibility Criteria.	<p>Tender Response to be submitted in online through the e-Procurement portal www.gepegov.com/CANARABANK</p> <p><u>For any queries regarding submission of the tender kindly call or mail on the below mentioned details:</u></p> <p>M/s Antares Systems Limited Bangalore City Karnataka – 560079 Contact person: Smt. Sushmitha B Email ID: sushmitha.b@antaressystems.com Phone : 8951944383</p>
Date & Time of opening of Technical Bids	02.08.2024 at 3.30 pm
Pre-bid Meeting Date & Time	<p>Pre-bid meeting will be held on 10.07.2024 at 11.30 AM The meeting will be conducted through Video Conference via Microsoft Team Application.</p> <p>The bidder interested to participate in the meeting has to send a request to hoepc@canarabank.com and the meeting link will be shared to those interested bidders.</p> <p>Pre bid queries should be submitted as per prescribed format, Pre-bid Queries to e-mail hoepc@canarabank.com must reach us on or before 09.07.2024, Tuesday before 03.00 PM.</p>
Other Details	<p>The bidders must fulfil the Pre-Qualification criteria for being eligible to bid.</p> <p>Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on the Bank's corporate website http://canarabank.com/tenders</p> <p>No suggestions or queries shall be entertained after pre-bid meeting.</p>
<p>This document can be downloaded from following website http://canarabank.com/tenders</p> <p>Any amendments, modifications, Pre Bid replies & any communication etc. will be uploaded in the Bank's website only http://canarabank.com/tenders.</p> <p>No individual communication will be sent to the individual bidders.</p>	

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

The bank reserves the right to withdraw the RFP any time before the execution of the agreement with the bidder without any liability towards the bidder for the expenses incurred by it in relation to the RFP

Place: Bengaluru
Date: 05.07.2024

Deputy General Manager
Canara Bank,
G.A Wing, Head Office.

A. ELIGIBILITY CRETERIA

SUBJECT: Selection of Architect for Façade Renovation at Canara Bank, Head Office Building, No: 112, J C Road, Bengaluru – 560002

Canara Bank, a body Corporate and a Premier Public Sector Bank established in the year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertaking Act 1970) having its Head Office at 112, J.C. Road Bengaluru – 560002 and among others, having General Administration Wing at Dwarakanath Bhavan, K R Road, Basavanagudi, Bengaluru-560004. The Bank is having Pan India presence with 24 Circle Offices, 176 Regional Offices & 10403 Branches situated across the states. The Canara Bank proposes to carry out façade treatment and building fascia design at Canara Bank, Head Office Building, No: 112, J C Road, Bengaluru - 560002.

Online two bids system (Technical Bid and Financial Bid) are invited for Selection Of Architect For Façade Renovation At Canara Bank, Head Office Building, No: 112, J C Road, Bengaluru as described in this document. A Firm submitting the proposal in response to this RFP shall hereinafter be referred to as Bidder.

Interested Reputed firms/Companies who meet the Eligibility Criteria may respond.

SI	Eligibility Criteria	Documents Required
01	<ul style="list-style-type: none"> ▪ The bidder should be a registered member with Council of Architecture (COA) or Indian Institute of Architects (IIA) ▪ The Architect firm should be a sole entity and not a consortium or joint venture. 	Copy of valid registration certificate from Council of Architecture (COA) or Indian Institute of Architects (IIA)
02	The bidder should have minimum of 5 years' experience in architectural services related to integrated development of Office Buildings and/or residential complexes..	Copies of work orders & related work completion certificates older than 5 years from the date of RFP from the institutions/ clients. Preference will be given to experience in Central/ State Government/ PSU / Banks/ MNCs/Reputed corporate companies.
03	<p>The bidder should have rendered similar services at least during the last 7 years ending with 31.03.2024 as detailed below :</p> <p>A) Atleast one (1) similar work with the single building front area of not less than 24000 Sft</p> <p style="text-align: center;">OR</p> <p>B) Atleast Two (2) similar works with the single building front area of not less than 15000 Sft</p> <p style="text-align: center;">OR</p> <p>C) Atleast Three (3) similar works with the single building front area of not less than 12000 Sft</p>	<p>Copies of work orders and satisfactory work completion certificates from the institutions/ clients for executing 'Similar Works' along with supplementary documents clearly mentioning treated area of façade work carried out by the vendor, the project cost & nature of work.</p> <p><i>(Please refer to similar works)</i></p>

	"SIMILAR WORKS" means only façade/fascia works in the existing building (or) development of new buildings, both including façade features such as structural glazing, ACP Cladding, high pressure laminates, façade lighting to any Central/ State Government/ PSU / Banks/ MNCs/reputed corporate offices.	
05	The bidder should not be blacklisted/barred/disqualified by any regulator/statutory body as on date of submission of bid.	Self-declaration to be submitted as per Bank's prescribed format – Proforma G
06	The Bidder must have GST registration number and PAN number	Copies of the GST registration certificate and PAN card copy shall be enclosed.
07	<p>For operational convenience, preferably the Bidder should have their Permanent/Full-fledged office in Bengaluru City</p> <p style="text-align: center;">OR</p> <p>The bidder shall be ready to establish an office in Bengaluru City with adequate resources and in-house capabilities to manage project of this scale.</p>	<p>Copy of representative/ local branch address along with document proof i.e lease agreement of the firm entered with landlord, tax paid receipt or GST registration.</p> <p style="text-align: center;">OR</p> <p>An undertaking to be submitted by the Bidder along with their application to establish a full-fledged office in Bengaluru City with adequate resources and in-house capabilities within 1 month from the date of award of contract provided they are qualified for the project through laid down selection process.</p>

Additionally for the specialized E&M Components as below, if the Architect is not having adequate exposure or in house expertise, associate design agencies may be engaged by the Architect, with the Minimum Eligibility Criteria's as under:

Sl	Component	Minimum Eligibility
1	Programmable Façade Lighting	Minimum Experience of 05 years in the field of design/execution of façade lighting systems, preferably for high rise buildings
2	Outdoor LED Wall	Minimum Experience of 03 years in the field of design/execution of outdoor LED wall solutions

B. BRIEF DETAILS OF THE WORK

Canara Bank, Estate Policy & Control Section, General Administration Wing, H.O Annex, 3rd floor, Dwarakanath Bhavan, K.R. Road, Basavangudi-560004 (hereinafter known as Employer or Bank) proposes to carry out façade treatment & fascia design for our Head Office building located at No: 112, J C Road, Bengaluru – 560004.

The building is a framed structure consisting of Basement + Ground + Mezzanine + 5 Floors having a built up area of 1.6 Lakh Sft is spread on land admeasuring 63,502 Sft.

The facade of the existing building, which is an RCC framed structure, aged more than 60 years is proposed to be upgraded to a modern, state of the art design standards in response to the corporate call.

Broad Requirements to be incorporated in the design are :

- Revamping of façade with state of the art design standards.
- Suggested to use structural glazing predominantly to establish a modern, corporate aesthetic
- Design shall integrate an active LED wall for displaying Bank's signages & products
- Sustainable design, aligning to Green Building Concepts
- Impact assessment of the proposed works on the functioning of the offices in the building, parking restrictions etc
- System shall be equipped with state of the art programmable façade lighting
- System shall be structural stable and designed duly factoring the age and structural condition of the building

C. GENERAL RULES & INSTRUCTIONS TO THE BIDDERS

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,F & Financial bid in Proforma E can be downloaded in the Bank's website www.canarabank.com & e-Procurement portal www.gerpegov.com/CANARABANK

2. BIDDING PROCEDURE.

Nature of the document: **ONLINE TENDERING**

2.1 Submission of Documents:

In addition to uploading the documents in the e-tendering portal, Bidder should also submit the following in email or hardcopy to the address notified in the Bid Schedule on or before the due date mentioned in Bid Schedule.

- a) Acknowledgement issued by e-tendering system for having received the bid through e-tendering system

This Tender document comprises of the following

2.2. Contents of the bid.

2.2.1 Contents of the Technical Bid: The following documents are to be signed in all pages and scanned documents of the same to be uploaded in the **e-Procurement portal** www.gerpegov.com/CANARABANK

- a. All pages of this RFP as downloaded from the website duly signed on all pages.
- b. Power of Attorney / authorization with the seal of the bidder's company / firm in the name of the person signing the RFP documents.
- c. Authorization letter for attending the bid opening as per **Annexure**.
- d. Earnest Money Deposit (EMD) in the prescribed form – (waived)
- e. **Documents in support of all eligibility criteria.**
- f. All annexures available in the tender duly filled & signed on all pages should be uploaded

2.2.2 Contents of the Financial Bid.

Financial bid for line item should be submitted in the e-Procurement portal www.gerpegov.com/CANARABANK.

3. SUBMISSION AND OPENING OF TENDERS:

- a) Tenders to be submitted only through online from the e-Procurement portal www.gerpegov.com/CANARABANK, for any queries regarding the submission of the tenders online the vendors can contact on the below mentioned details –

Name	Smt. Sushmitha B
E-mail ID	sushmitha.b@antaressystems.com
Official Mobile No	+91- 8951944383

Note: Tenders submitted through any other form will be rejected.

- b) Date of online submission of Bids: on or before 02.08.2024, 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 post or courier or email or FAX.
4. The technical bid will be opened on 02.08.2024 at 3.30 PM through online in e-Procurement portal www.gerpegov.com/CANARABANK
5. The date for opening of financial bid will be intimated subsequently only to such firms who comply and score qualifying points in the Eligibility criteria, Design competition, scrutiny of the technical details as a part of Technical evaluation. The Applicants are requested to participate during the opening of the financial bids.
6. Earnest Money Deposit: Nil
7. Offer shall be submitted on prescribed Form only ie as per documents issued/downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed in this document shall be liable for rejection. The applicant shall submit an under taking in proforma F 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.
8. The fees quoted shall be inclusive of all fees / charges payable to the associate architects, Income tax (TDS) but exclusive of Goods & Service tax, which shall be paid on production of proof of payment.
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 a offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.
10. Offers which are incomplete in any respect are liable to be rejected.
11. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the Architects who resort to canvassing will be liable for rejection.
12. The applicant shall furnish the list of his relatives working in the Canara Bank with their present place of posting in the Proforma A.
13. The applicant shall furnish the list of retired Government /PSU / Banks employees, employed by him with full details of their previous employment in Proforma A.

14. 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. If any Architect withdraws his offer before the said validity period or makes any modifications in the terms and conditions of the offer which are not acceptable to the Bank or makes any default in completion of the work then the Bank shall, without prejudice to any other right or remedy, be at liberty to take decision upto backlisting the firm
15. 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. Bank will proceed with opening of the technical bids / financial bids on the stipulated date & time unless other wise modified with prior intimation to the Applicants.
16. It will be obligatory on the part of the Architect to tender and sign the offer documents for all the component parts.
17. The successful bidder shall execute the agreement on a stamp paper of appropriate value within 7 days from the date of acceptance of the offer, and until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the Architect and the Bank/ Employer.
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 be rejected.
20. The architect shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer.
21. During the course of technical evaluation if found necessary the Bank may seek supplementary price bids to bring the evaluation at par and any such price bids shall be prepared as stated in the tender and submitted in sealed envelopes superscribing "Supplementary Price Bid for Selection Of Architect For Façade Renovation At Canara Bank, Head Office Building, No: 112, J C Road, Bengaluru" Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.
22. Voluntary submission of the supplementary price bid by the Architect/ Consultant/ tenderer shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer only. Any other un-related price variations furnished in supplementary price bids shall not be recognized and might be liable for rejections if undue information are furnished.

23. Pre bid queries and clarification to Tender :

The tenderer should carefully examine and understand the scope of works/ service, terms and conditions of the Tender and may seek clarifications, if required. The tenderer in all such cases seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender. The soft copy of the pre-bid queries should be sent by E-Mail to hoepc@canarabank.com and the pre-bid query should be in the following format:

Sl No	Page No	Tender Clause No	Tender Clause	Query

All communications regarding points requiring clarifications and any doubts shall also be given in writing to the Deputy General Manager, Canara Bank, Technical Cell, Estate Policy & Control Section, G.A Wing, Head Office Annex, 3rd floor, Dwarakanath Bhavan, 29, K.R Road, Basavanagudi, Bengaluru – 560004 by the intending tenderers before 03:30PM on 09.07.2024. No oral or individual consultation shall be entertained. No queries will be entertained from the tenderers after the pre-bid meeting.

Pre-Bid meeting:

A pre-bid meeting of the intending tenderers will be held as scheduled below to clarify any point /doubt raised by them in respect of this Tender document:

Date	Time	Video conference
10.07.2024	11.30 AM	Video conferencing using MS Team

Bidders intending to participate in the pre bid meeting should sent their request in this regard to the mail: hoepc@canarabank.com so that Bank can send the link for the meeting to the mail ID of the bidder.

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested tenderers shall be present during the scheduled time.

The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Tender document and it will be binding on the tenderers.

Non-reply to the queries raised by any of the Tenderer shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any query may not be deemed the version of the Tenderer as reflected in the query has been accepted by the Bank.

24. Amendment to Tender document :

At any time prior to deadline for submission of Tender, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder may modify the Tender document by amendment. Notification of amendments will be made available on the Bank's website (www.canarabank.com) and will be binding on all tenderers and no separate communication will be issued in this regard. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tender, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of tender.

25. Digital Signature:

For the purpose of participation in e tender, the intending bidders must have a valid digital signature, active e mail ID and PAN Number. Any intending bidders presently not having digital signature may procure it from any registering Authority (Certified by the Government of India) issuing of such signature.

D. METHOD OF EVALUATION OF TENDER

SUBJECT: Selection of Architect for Façade Renovation at Canara Bank, Head Office Building, No: 112, J C Road, Bengaluru – 560002.

1. The technical bids of the applicants will be evaluated against the stipulated eligibility criteria of the Bank. Compliance of all the stipulated criteria is mandatory. Further evaluation & shortlisting will be carried by the following scoring method on the basis of details furnished by them. The minimum qualifying points shall be 70.

SN	Criteria	Maximum Points
a)	Number of years of relevant experience	10
b)	Experience and Scale of Qualifying Works undertaken for Central/State Government Departments/ PSU/Banks during last 5 years	10
c)	Schematic Design in 2D/ 3D with detail drawing with sketches/ colours combination with brief detail of materials to be used at proposed site.	30
d)	Evaluation on site visits of the qualifying works work carried out by the Architect	20
e)	Organizational set up including staff strength, infrastructural facilities, Associate Agencies for various services (Details to be attached)	10
f)	Registered Office functioning at Bengaluru	05
g)	Overall Financial Strength of the consultant Turnover of Last three years* Net profit figure for last three years*	15
	TOTAL	100

** CA Certificate with UDIN to be enclosed as proof*

2. Design Competition: Maximum 4 to 5 Bidders/Architects scoring highest marks (based on evaluation matrix) on the prescribed parameters may be shortlisted by the Bank.

The short-listed bidders will have to give detailed presentation of their proposal (*Minimum of 2 options*) i.e the Technical details (plans, elevations, perspective views /simulated 2D/ 3D images, fascade lighting night views/animations & salient features duly factoring the aesthetics, sustainability and ease of execution factors etc) along with line estimation before the evaluation committee consisting of Top Management of the Bank at Bengaluru, in person. Timeline for above task will be maximum 10 days from the date communication of shortlisting from Bank.

Each Bidder will be given about 20 to 30 minutes time for making the design presentation. Prior to the main presentation, mock presentation via Video Conferencing may also be insisted by the Bank. After presentation the committee members will interact with the Bidder to understand presentation.

The decision of the Bank in shortlisting of Architects invited for Design competition shall be final and binding and no correspondence shall be entertained in this regard.

3. The design includes materials to be used like ACP, glass and natural stone etc. The proposed design should support the structural stability of the building and the architect should provide Structural stability certificate from certified structural engineer at their own cost.
4. The technical details submitted with the offer & Presentations from responding Architects will be evaluated and assessed by the Selection Committee of the Bank to rate their design on the basis of adherence to the Banks requirements (detailed in Part B of these documents), functional adequacy, efficiency of planning, aesthetics, speed of construction and cost effectiveness, economy as per the following scoring criteria:

Sl. No.	Criteria	Points
Design concept for the building façade treatment work consisting of 3-D Images, drawings and Design Presentation based on the below:		
a)	Visual Impact, Main thematic vision, Originality of the concept, Aesthetics and innovation of Design, alignment to Bank's Brand Identity	30
b)	Integration of LED Wall & facade lighting concepts	15
c)	Cost effectiveness of the design	20
d)	Speed and ease of execution of design	10
e)	Sustainability, ease and cost towards maintenance	10
f)	Knowledge of Building Bylaws, National Building Code, Statutory Regulations etc.	05
g)	Overall Presentation, Interaction on concept and response to queries of the Bank	10
	Total Marks	100

4. The Financial bids will be opened only in respect of bidders who have scored more than 70 points in evaluation of their technical details & design presentation on a pre-notified date & time.
5. The merit rank and the fees quoted will be taken into account for the final selection of the bidder with weightage of **80% for the merit** (ie technical details) and **20% for the Fee quoted**. The weightage will be applied as per the example given below:

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

Sl. No.	Description	Scoring points awarded by the Evaluation Committee	Fee quoted by the agency (Amount in lakhs of Rs.)

1	Architect A	85	3.5
2	Architect B	80	2.5
3	Architect C	75	3.0

The maximum scoring points i.e 85 scoring points will be given 100 percentage and percentage of the other Architects will be worked out on proportionate basis and thereafter weightage of 80% will be applied on marks so obtained. Similarly the minimum fee i.e Rs. 2.50 lakhs will be given 100 percentage and percentage of the other Architects will be worked out on proportionate basis and thereafter weightage of 20% will be applied on marks so obtained. The marks so obtained by all the Architects will be added and the Architect scoring maximum marks will be considered for appointment.

Marks obtained by Architect A – $(85 / 85) \times 80 + (2.50/3.50) \times 20 = 94.29$ marks
Marks obtained by Architect B – $(80 / 85) \times 80 + (2.50/2.50) \times 20 = 95.29$ marks
Marks obtained by Architect C – $(75 / 85) \times 80 + (2.50/3.00) \times 20 = 87.25$ marks

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

6. The decision of the Bank in selection of the Architect shall be final and binding on the participating applicants.
7. To participate in design competition, the Bidders will have to attend the event on their own expenses.

However, all those Applicants who have submitted both their technical bids and financial bids and also are found eligible and qualified for Design Competition by the evaluation committee, except the one who is finally selected for award of Architecture /consultancy work for the project, will be paid a lump sum amount of Rs. 1,50,000/- (Rupees. One Lakh Fifty Thousand only), inclusive of all taxes, as token of compensation for the services rendered.

Soft copy of the design and presentation should be shared with Bank and Bank reserves the right over the same and may utilize it appropriately without taking consent of the bidder. Thereafter, the Bank shall retain all rights, title and interest and Intellectual Property Rights in any Intellectual Property created, conceived, developed, contributed to or improved upon by the Bidder during the course of the design competition. Notwithstanding anything to the contrary, no license with respect to Intellectual Property Rights shall be deemed or implied to be granted by the Bank to the Architect/Bidder in respect of the said Intellectual Property.

E. TERMS & CONDITIONS OF CONTRACT

SUBJECT: Selection of Architect for Façade Renovation at Canara Bank, Head Office Building, No: 112, J C Road, Bengaluru - 560002

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 successors and permitted assigns.
 - (iii) 'Bank's representative' means the Deputy General Manager, Canara Bank, G A Wing, Head office Bengaluru 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/Bidder" means M/s._____ or their assigns or successors in office and authorised representative.
 - (v) "Project Management Consultant" means M/s._____ or their assigns or successors in office and authorised representative engaged by the Bank for the supervising and managing the project .
 - (vi) "Contractor" means the person, firm and / or Company whose tender/tenders for _____ is/ are accepted by the Bank and includes the contractor's personal representative, successors and assigns.
2. "Building/ Project" shall mean proposed façade treatment & building fascia design work at Canara Bank, Head Office Building, No: 112, J C Road, Bengaluru - 560002
3. 'Site' means Canara Bank, Head Office Building, No: 112, J C Road, Bengaluru - 560002
4. The successful ARCHITECT shall undertake the services by themselves except for the specialist / service associate consultant and shall not sublet or assign or transfer or sub contract any part of the services. 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.

5. SCOPE OF SERVICES:

Canara Bank, Estate Policy & Control Section, General Administration Wing, H.O Annex, 3rd floor, Dwarakanath Bhavan, K.R. Road, Basavangudi-560004 (hereinafter known as Employer or Bank) proposes to carry out façade treatment & fascia design an area measuring 20000 sft with Ground + mezzanine + Five Floors. The site is located at Canara Bank, Head Office Building, No: 112, J C Road, Bengaluru – 560004.

The scope of Architectural work shall include planning, elevations, sections and perspective along with computer generated 3-D image of the buildings (day view and night view), 3D walkthrough showing the elevation features/façade lighting/LED wall etc, architectural drawings, preparing preliminary as well as detailed working drawings, bill of quantities, Preliminary & detailed Estimates for the subject work. The proposed design should consider to external factors like wind load, seismic action, weathering, sunlight analysis & fire hazards confirming to all safety measures etc. which should comply as per the policy prevailing to Municipal Corporation, BBMP and applicable fire norms.

The Architect should provide the following:

- a) Civil works/Modifications/Repairs proposed to existing facade and portico.
- b) Landscaping Improvements
- c) Details of Electrical works, Facade Lighting & Video Installations
- d) Modification to Fire fighting arrangements
- e) Detailed working drawings of Civil, Glazing Components, E&M , AV Components
- f) Detailed specifications of items
- g) Design Calculations
- h) Measurement Sheets of items
- i) Drawings showing calculations of quantity of each item
- j) Detailed bill of quantities
- k) Schedule of rates for all scheduled items (DSR 2023 to be adopted)
- l) Rate analysis for major Non- scheduled items
- m) The specifications for the Non-scheduled items should also be detailed in the estimate.
- n) Safety measures, scaffolding design etc.
- o) Any other services / systems as may be found necessary for functional requirement of the building.
- p) Tentative time plan for execution of the work incorporating all heads of the work & activities.
- q) Coordination and obtaining necessary permission from statutory/ local authorities like BBMP, Fire department, Traffic Department and any other Government / Statutory Bodies, if required.
- r) Structural stability certificate from certified structural engineer.
- s) Testing of samples of materials used in certified laboratories and ensuring confirmation to standards.
- t) Maintenance of hindrance and attendance registers
- u) Ensuring compliance of labour laws, safety standards by the contractors.

Technical assessment of the project with a detailed Project report covering all aspects of the project.

Associate Agencies :

If the architect is not having prior exposure or in house expertise in design of the specialized components/services, the applicant may associate with agencies for design of these specialized components for the following :

1. Programmable façade lighting
2. Active LED Video Wall on façade
3. Any other specialized services

The associate agencies shortlisted by the bidder shall qualify the minimum eligibility criteria mentioned and the details of the agencies shall be communicated to the Bank along with submission of bid documents. A consent letter from eligible Associate Agency of the respective components shall also be submitted while submitting the bid documents from at least one eligible associate agency of the respective component clearly indicating the component of work.

The Architect should obtain approval of the Bank for engaging the agency and modify them if considered necessary by the Bank.

No extra fee shall be payable to the bidder for engaging these agencies above the quoted rate.

Structural Evaluation & Stability Analysis :

The successful architect shall at his cost, carryout the Structural evaluation which includes physical inspection of the building, non destructive tests such as like rebound hammer test, Ultrasonic Pulse Velocity test, etc to understand the residual strength of the structural members or any other test required for the evaluation of the structural stability as per relevant BIS/IS code.

A certificate issued by a certified structural engineer shall be issued to the Bank, stating that the proposed design of the façade and components proposed are structurally stable, considering the additional dead/live/dynamic loads proposed as a part of the finalized design and the residual strength of the building.

6. STATUTORY PERMISSIONS:

The responsibility of getting the all statutory permissions & permissions Local Municipal authorities for the façade renovation works, if required shall be that of the Architect. This includes submission of drawings of fascade, elevations, sections, site map in required number of sets as per local byelaw requirements with necessary applications to all statutory authorities, coordinating with various agencies & authorities, obtaining necessary NOC's / clearances. (Permission for installation of LED Wall from the competent authority in not included in the scope)

7. EXECUTION STAGE:

- a) Supply 4 sets of working drawings to the Bank and for use in construction. A soft copy shall also be submitted in digital form.

- 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.
- d) Visit the site of work, 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.
- e) Principal Architect shall attend meeting at site related to the façade works during execution of works wherever necessary and also upon intimation by the Bank. Travelling expenses of the selected Architect to visit the site location shall be included in the fee quoted and won't be paid separately. If any visit outside Bengaluru City is performed with the approval of Bank regarding this project, the travelling expenses shall be reimbursed to the Architect.
- f) Carryout the testing of various materials to be used in the project, as identified by the Bank with respect to the relevant IS Codes at NABL accredited laboratories, Govt Institutions, Reputed Engineering Colleges. The cost of collection of samples, storage and transportation expenses shall be borne by the Architect. Charges towards testing payable to the laboratory shall be reimbursed to the Architect as per actuals.
- g) The scope of service and assignment described above for this stage is general but is not exhaustive i.e. does not mention all the incidental services required to be carried out for complete execution of the work. The services shall be provided, all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. All such incidental services/assignments thereof which are not mentioned herein but are necessary to complete the work shall be deemed to have been included in the rate quoted by the consultant. Nothing extra shall be payable beyond the rate quoted by the Architect.

8. COMPLETION STAGE:

- (a) Certify the final completion of work, duly verifying the measurements / quantities on site.
- (b) Advise Bank on changes, if necessary, for technical reasons.
- (c) Prepare 'as built' / completion drawing, including 1:100 scale plans, elevations and cross sections, services etc., indicating the details of the building, as completed, and supply 4 sets of completion drawings in A-1 size to the Bank and also hand over the originals of the completion drawings to the Bank. One soft copy in Digital Format after the completion drawings shall also be submitted. The changes, if any, during execution of work will be intimated by the Bank to the consultant for preparation of above drawings. Provide identification marks on service installation, cables, wires etc., for easy identification.

9. CONSTRUCTION MANAGEMENT AT SITE:

Provide one **full time ON-SITE** site engineer for site supervision and inspection of the works. The Consultant shall employ experienced and qualified site Engineer at site to ensure that the Contractor executes the works strictly in accordance with the contract, working drawings, specifications and as per time plan. The duties, responsibilities & powers of site Engineer are as detailed below under **clause (10)**. The Consultant shall furnish the details of credentials of the site engineers to prove the academic & experience records of the site engineer engaged by him to Bank, for prior approval of the bank.

Site Supervisor to be provided with minimum technical qualification & relevant experience (3 years for Graduates & 5 years for Diploma) throughout the construction period. The site supervisor shall be provided from the date of commencement of construction activities at the site till the completion of project, as confirmed by the Bank. The site supervisor shall be available at the site on all working days from 09:00AM to 5:00PM.

For periods where construction is halted/idle or supervisor is not provided by bidder, the supervisor fee shall not be payable by the Bank. When the assigned site supervisor is on leave, alternate site supervisor to be arranged by the bidder at no extra cost to the Bank.

Note : In addition to the stationed qualified Site Engineer and one or two of his assistants as the Architects may consider necessary to support him, the Principal Architects as stipulated by the Bank or their representatives shall visit the site at least once in a week and more frequently as works require and inspect and supervise the construction to ensure and satisfy themselves that the works are being executed as designed and planned by them and approved by the Bank and general quality of the work and finishes etc. are good. For this no charges shall be payable by the Bank.

In the event of intimation of non-satisfactory services/misconduct of the site supervisor by the Bank, the bidder shall immediately dismiss him/her for the assignment immediately. Such discharges shall not be the basis of any claim for compensation or damages against the employer or any of their officer or employee.

10. SITE ENGINEER RESPONSIBILITIES, DUTIES & POWERS

(A) ROLES AND RESPONSIBILITIES

The Site Engineer is responsible for the following:

- a) Obtaining working drawings from the Consultants and implementing the same after getting them approved by the competent authority.
- b) Ensuring that architectural/structural/working and other details are made available at the site before the need for them arises.

- c) Ensuring that samples of building materials used in construction, workmanship, finishes and fittings are approved by the Architect and that their display and safe custody at site are arranged.
- d) Ensuring that the work progresses smoothly. bottlenecks anticipated and effectively removed with the aim of successfully completing the project within the time schedule.
- e) Coordinate the works of general building contractor or an appropriate work agency engaged in works.
- f) Ensuring that decisions on various aspects in connection with site works are obtained from Architect 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.
- g) Ensuring that instructions received verbally or in writing from the Architect are properly complied with. It shall also be seen that verbal instructions given by visiting officers are confirmed in writing by the concerned officers.
- h) Ensuring that floors under construction are not overloaded with stacks of material or plant.
- i) Ensuring that holes for anchors/conduits/pipes are left in masonry or concrete at appropriate time and anchors/conduits/pipes are embedded or built in as required.
- j) Ensuring that partially constructed work is cased in or protected from damage.
- k) Keeping the Bank informed of the site events once a week.
- l) Maintaining good and healthy relations with and between the various contractors/agencies working at site.
- m) Ensuring that all operations are carried out with complete safety to life and property.
- n) Maintaining safe custody of site records and office equipments.
- o) Supervise the works to ensure that the works executed by the contractors are as per contract.

(B) DUTIES OF SITE ENGINEER

The duties of the Site Engineer are as follows:

- i) To make a thorough study of contract documents, drawings and other details so as to bring out ambiguities/discrepancies between them and to obtain clarification from the Architect well in time to avoid delays.
- ii) To render a certificate to the Architect to the effect that he has studied the contract documents, drawings and specifications.
- iii) To take charge of objects of value and antiquity found on site or in excavations, immediately, after their discovery, to hold them in safe custody and to hand them over to the Architect of the Bank for further action.
- iv) To approve the foundation strata when the appropriate depth of excavation is reached in consultation with the architects.

- v) 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.
- vi) To watch the validity of the permission issued by the Local Authority and to ensure that the revalidation, if necessary, is obtained well in time.
- (vii) Maintain the under noted records at the site of work:
 - (a) Daily Progress Record.
 - (b) Site Order Book
 - (c) Instruction by Bank's Officers.
 - (d) Materials receipt register.
 - (e) Register of Drawings and Working details.
 - (f) Log Book of Defects.
 - (g) Hindrance Register giving details of commencement and removal of each hindrance.
 - (h) Dismantled Materials Accounts Register.
- (viii) To record measurements of completed work jointly with the contractor, record measurement of all concealed items before concealing, take pre-measurement of items of dismantling and to process them in running account bills and maintain safe custody of the measurements books.
- ix) To receive running account bills from the contractor and to forward them after checking, to the Architect with his comments and recommendations and accompanied by all supporting documents.
- x) To submit the Progress Report fortnightly to the Architect & Bank.
- 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 Architect 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 Architect with all the supporting documents duly attached.
- xiii) To submit the final summary of costs for the project to the Architect & to Bank..
- xiv) To submit to the Architect authentic information on and the under noted records pertaining to the completed work in order to enable the Architect to finalise them in the due course.
 - (a) Record ie., as completed drawings.
 - (b) Record of Standard Measurements for periodical services.
 - (c) Inventory of fittings and fixtures.

(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 Architect informed) are as follows:

- i) To give direction to the contractor on construction of pillars for centre-lines of layout and benches for ground floor level.

- ii) 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.
- iii) To caution the contractor for work carried out in the absence of supervision.
- iv) To issue notice to the contractor to suspend work during inclement weather and in circumstances where working would be dangerous to life and property.
- v) To prevent overloading of floors of building under execution and to take appropriate steps for support.
- viii) To intimate to the contractor that he intends to measure up the work.
- ix) To issue interim certificate (running account bills) for the value of work done and unfixed materials at site and to effect recoveries for the Bank's materials, jointly with the Architects.
- x) 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.

11. ARCHITECTURAL AND SUPERVISION FEE:

The Architect shall quote their fees for the professional services towards the Architectural fees, supervision fees & statutory approval charges in the Proforma-E (Financial Bid) of this Notice Inviting the Offers (NIO).

The fees quoted by the Architect shall be inclusive of any incidental expenses during the execution of works, nothing extra shall be payable by the Bank.

The fees payable to the Architect shall be in full discharge of functions to be performed by the Architect, site engineers 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 fee quoted should include all the services detailed in clause (10) above and all miscellaneous, incidental expenses and compliance of the conditions detailed in this NIO.

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

All running / stage Payments made to Architect are on account and shall be adjusted against final fee payable. The running / stage payments will be calculated on the basis of the latest available estimates or accepted tendered cost. The final installment of the fees shall be adjusted on the basis of the actual cost of the works subject to the ceiling after deducting the previous payments. 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.

The Architectural fee quoted is inclusive of and **extension of time** permitted for the works or delay in completion of the works by the contractors. No extra charges shall be paid and the same borne by the architect, apart from the monthly fee payable for supervision.

Bank GSTIN : 29AAACC6106G1ZX to be incorporated in all invoices.

12. STAGES OF PAYMENT OF FEE:

Stages of payment for the Architectural services is as detailed below:

Sl. No	Stage wise	Percentage of the total fee payable
01	On satisfactory completion of preliminary, sketch drawings and Preliminary cost estimates for budget approval	Upto 15 %.
02	After obtaining permission from Bank, preparation of detailed architectural/structural/fabrication drawings, detailed estimates, BOQ with detailed specifications with tender drawings	Upto 30 %.
03	After opening of tenders, tender evaluation, advising on tenders received & award of work	Upto 50 %
04	During execution of work, making periodic visits/inspections and completion of more 60% of works on site	Upto 70 %
04	On 100% completion of work including certification of contractor/ agencies, issue of completion certificate and other services as per Clauses 5,6,7,8.	100 %
<p>Note:</p> <ol style="list-style-type: none"> <u>The above payment stages will be arrived and paid to the successful Architect as per Bank discretion on satisfactory completion of each stages.</u> <u>Deductions towards security deposit and other statutory deductions shall be deducted on the percentages shown.</u> 		

13. **SECURITY DEPOSIT:** An amount equivalent to 5% of the total amount payable to the Architect shall be deducted progressively from each bill, in addition to the adjustment honorarium paid from the 1st bill the, if any, towards security deposit for fulfilling the terms of contract faithfully and honestly. The security deposit will be refunded after the completion of the entire scope of works by the bidder.

14. ADDITIONS AND ALTERATIONS:

- (i) The Bank shall have the right to request in writing changes, additions, modifications or deletions in the design and drawing of any part of the work and to request in writing additional work in connection there with and the Architect shall comply with such request provide necessary services for completion of such works.
- (ii) That if the Bank deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the Architect for making changes and additions to the drawings, specifications and other documents due to rendering major part of whole of his work in fructuous, the Architect may then be compensated for such extra services and expenses on quantum merit basis at percentages applicable under this agreement and to be determined mutually unless such changes, alteration are due to Architect own omission and / or discrepancies including changes under clause (7 & 8). The decision of the Bank shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Architect. However for the minor modification or alteration which does not affect the entire design, planning etc., no such amount will be payable.
- (iii) If it is found after call of tenders that the tender is not within the sanctioned amount, the Architect shall if so desired by the Bank take steps to carry out the necessary modifications in the design and specifications to see that the tendered cost does not exceed the amount of corresponding sanction by more than 10%. The Architect shall not be paid anything extra for such modification. If the Bank is convinced that the trend of market rates is such that the work cannot be done within the amount of sanctioned estimate, the Architect shall submit a revised estimate expeditiously for obtaining sanction of the competent authority.
- (iv) The Architect shall not make any material deviation, alteration, additions to or omission from the work shown and described in the contract documents except for structural safety and emergencies, without first obtaining the written consent of the Bank

15. TIME SCHEDULE ::

Commencement of work: The commencement of services will be considered from 7th day after the date of issue of award letter to the Architect and the following works are to be carried out as per below time schedule:

- Initial detailed drawing within 10 days of issue of award letter
- 3D Detailed Views and Walkthrough within 14 days from approval of initial detailed drawing.

- Revision in drawing, BOQ with detailed specifications, tender drawings as per Bank requirements within 7 days from date of approval of initial detailed drawing.
- Architect should provide PERT Chart indicating various stages activity proposed at site, before commencement of works in consultation with the project contractor.
- Full time Site supervision to be carried out by qualified site engineer and the same to be appointed by the Architect.
- Progress of the work to be reported to the Bank along with photographs on weekly basis.
- If any work delay against stipulation in the PERT Chart, the same should be reported to the Bank along with the reasons and remedies.
- Certification of running bills submitted by the contractor within 7 days.
- Final bills to be certificated within 2 weeks from the date of submission of bills by the contractor.

16. **LIQUADATED DAMAGES:** The time allowed for carrying out the work as specified in clause 15, 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%.

17. 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- 15 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.

18. 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.

19. **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.

20. TERMINATION OR RECESSION OF AGREEMENT:

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

- 1) If the Architect being a company shall pass a resolution or the court shall make an order that the company/partnership firm shall be wound up/dissolved 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 or if the bank is not satisfied with the implementation of the project 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 carry out 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 company/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 company/partner in the said firm, or on the addition or introduction of a new Director/partner. 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/partner or addition or introduction of any new Director/partner. In case of death or retirement, the surviving or remaining Directors/partners of the company/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.

21. 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 hereinbefore, 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 20 hereinbefore, the Bank shall be entitled to make use of all or any drawing(s), designs or other documents prepared by the Architect.

22. ARBITRATION

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

The arbitration proceedings will be conducted in accordance with and be subject to the Arbitration and Conciliation Act, 1996 as amended from time to time and the decision of the arbitrator shall be final and binding on the parties. The cost of the Arbitration shall be borne by the party as decided by the Arbitrator.

The Arbitrator will have his seat at Bengaluru 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

23. CONFIDENTIALITY AND NON-DISCLOSURE

The selected Bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. The selected Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The selected Bidder shall furnish an undertaking as given in **Proforma-H**.

No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

24. INTELLECTUAL PROPERTY RIGHTS:

- 24.1. BIDDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. BIDDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. BIDDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. BIDDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as BIDDER.
- 24.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, BIDDER shall at its choice and expense:
1. Procure for BANK the right to continue to use such deliverables.
 2. Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables or
 3. If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to BIDDER for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent equipment in addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, BIDDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.
- 24.3. BIDDER acknowledges that business logics, work flows, delegation and decision making processes of BANK are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

25. INDEMNITY

The Architect agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may incur on account of any breach of contractual terms and conditions or deficiency in services rendered by the company or any acts or omission on the part of employees, agents, or representatives of the Architect.

The Architect agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of any Intellectual Property rights, including copy right, trade mark etc., by it.

The Architect agrees to make good the loss suffered by the Bank on first demand made by the Bank without any protest or demur in this regard which shall be final conclusive and binding on the Architect.

All indemnities shall survive notwithstanding expiry or termination of the contract and Architect shall continue to be liable under the indemnities.

26. OTHER CONDITIONS:

- a) The Bank may have the details & designs submitted by the architect inspected at any time by any officer nominated by the Bank / any external agency who shall be at liberty to examine the records check estimates, structural designs, drawings etc. The above inspections by bank, does not absolve the Architect of his responsibility. The Architect shall remain solely responsible for all the services rendered by him.
- b) The Bank 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) The design shall be based on National code of practice and design norms, IS codes and other sound engineering practices. Two sets in hard copies, along with a soft copy in CD, of design Civil, Structural, Electrical and all other services shall be submitted to the Engineer-in-Charge for proof checking / vetting.
- d) Green building features to the extent possible shall also be incorporated in the design of the buildings .
- e) 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.
- f) Architect shall interact with one or more proof consultants appointed by the Bank, hold discussions with the proof consultants, make necessary changes in the drawings as per mutual discussions and decision by the Bank and shall submit brief report covering major points of discussions to the Bank.
- g) Rendering every assistance, guidance and advice in general to the BANK on any matter concerning the technical aspects of the projects.

- h) 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.
- i) The Architect shall be fully responsible for all the services including the technical soundness of the designs and shall assume full responsibility for the design and furnish a certificate to that effect including for the services rendered by their associate consultants and specialist engaged, if any, by him and also ensure and give a certificate at every stage.
- j) The Architect hereby agrees that the fees to be paid as provided herein (clause 10) 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. The Architect shall indemnify and keep indemnified the Bank against any such claims and against all cost and expenses paid by the Bank in defending itself against such claims.
- k) Notwithstanding the completion of the work as per Agreement entered hereto, the Architect agrees and undertakes the responsibility to suitably reply to the Bank's queries that may be raised by any authorized inspection agency of the Bank or the Government of India.
- l) The Architect hereby agrees to -assist the Bank in arbitration, litigation case that may arise out of the contract entered into in respect of the above work with the contractors .
- m) In case it is established that due to fault of Project Architect or external agencies / consultant appointed by the Architect, if the Bank has to pay any extra amount due to over-run of the Project, or any other lapse on the part of project architect necessary recovery may be effected from the Project Architect/Consultant's fees as per provision of Section 73 of Indian Contract Act 1872 under section 30 of Architects Act 1972 (Central Act No.20 of 1972) and/or project Architect/Consultant may be debarred from employment for specified period and/or black listed depending on gravity of the lapses on the Project Architect.
- n) If work carried out by the Project Architect or consultants appointed by Architect is found to be sub-standard or un-duly delayed on his account, the bank shall report to IBA, the misbehavior of the Project Architect and IBA in turn may inform all the member banks, after examining veracity of the Bank's version, not to deal with such Project Architect by way of punishment to him"

For and on behalf of

M/s._____

For and on behalf of the

CANARA BANK

IN THE PRESENCE OF::

- 1.
- 2.

F - APPLICATION FORMAT

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

Telephone No. :
Office :
Residence :
Mobile :
Fax :
E-Mail :
- (b) Address of Permanent Office :
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) Goods & Service Tax Regn Number :
(Furnish the latest copies of the returns filed)
- c) Registration Number with Council of Architects:

5. Names of the Bankers with address :

I)

II)

6. Turnover of the Company/firm (Please attach copy of documents in support of the details).

(indicate only Professional fees and not cost of works)

	Year	Turnover	Net Profit
1	01.04.2020 to 31.03.2021		
2	01.04.2021 to 31.03.2022		
3	01.04.2022 to 31.03.2023		
4	01.04.2023 to 31.03.2024	IF AUDITED	

7. Registration with Government / Public Sector / Banks / Corporates 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 or in progress during the last 5 years (please mention only such works of comparable nature)

Sl 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	Actual Value of the works

--	--	--	--	--	--

Note: Copies of client's satisfactory completion certificate shall be enclosed. Also, photo images, Videos, power point presentations of works handled, in soft copy form (Compact Discs) may be submitted.

10. Key personnel permanently employed in your organization:

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

11. 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

12. 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 / Annexures.
3. I / We agree that the decision of CANARA BANK in selection will be final and binding to me / us.

Place :

NAME & SIGNATURE OF THE ARCHITECT

Date :

PROFORMA - A

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

PROFORMA – B

To,
The Deputy General Manager
Canara Bank,
Technical Cell, EPC Section
General Administration Wing
Head Office (Annexe)
Basavanagudi, Bengaluru – 560004

SUBJECT: Selection of Architect for Façade treatment at Canara Bank, Head Office
Building, No: 112, J C Road, Bengaluru - 560002

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

Signature of Attesting Authority

Name of Authorizing Authority
of the Architect

PROFORMA – C

To,
The Deputy General Manager
Canara Bank,
Technical Cell, EPC Section
General Administration Wing
Head Office (Annexe)
Basavanagudi, Bengaluru – 560004

SUBJECT: Selection of Architect for Façade treatment at Canara Bank, Head Office
Building, No: 112, J C Road, Bengaluru - 560002

:: 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-E" 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 Architect.

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

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, Bengaluru - 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. _____ a proprietorship firm/a company incorporated under Companies Act, 1956/2013 / partnership firm whether registered under the Partnership Act or not, having its office at _____ (hereinafter referred to as the Architect/bidder) 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 façade treatment and fascia design in the existing building with structure of Ground + Mezzanine + Five Floors 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 "Terms & Conditions of Contract " in the RFP, which shall form part and parcel of the agreement.

NOW, these present witnesseth and it is hereby agreed and delivered by and 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) set-forth as stated in the foregoing, which shall form part and parcel of the agreement.

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

For and on behalf of

For and on behalf of the

M/s. _____

CANARA BANK

In the presence of :

1.

2.

PROFORMA – E
"FINANCIAL BID – FEE STRUCTURE"

To,
The Deputy General Manager
Canara Bank,
Technical Cell, EPC Section
General Administration Wing
Head Office (Annexe)
Basavanagudi, Bengaluru – 560004

SUBJECT: Selection of Architect for Façade treatment at Canara Bank, Head Office Building, No: 112, J C Road, Bengaluru - 560002

This is with reference to your Notice Inviting offers for selection of Consultant for the above mentioned works project.

I/We have read and understood the Notice inviting offer (NIO) and its contents. 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 and construction management services for the said work and agree with all the contents of this NIO ie Eligibility Criteria, brief details of work, scope of services, General rules& instructions to the applicants, Method of selection of Consultant, Terms & Conditions of the contract. Accordingly, we are agreeable to extend our services for the subject work as per the terms & conditions of this NIO on the following fees:

1. Consultancy fees for the Architectural, supervisor fees and other services as per clause 5, 6,7 & 8 of the "Terms & Conditions of Contract":

fee in figures: Rs **(TO BE FILLED ONLINE ONLY)*

& in words: **(TO BE FILLED ONLINE ONLY)*

2. Monthly fees for engaging site supervisor for the construction period as per clause (9) for works as per clause (5) of the Terms & Conditions of Contract:

Fee in figures: Rs Per month **(TO BE FILLED ONLINE ONLY)*

& in words: per month

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

I/We fully understand that you are at liberty to withdraw the RFP any time before the execution of the agreement with the bidder without any liability towards the bidder for the expenses incurred by it in relation to the RFP

I/We agree that the 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.

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

Place:

Note:

- For arriving at L-1 Price, the construction period shall be considered as 04 months for calculation of total supervisor fees.
- The lowest of the sum of item 1 & total supervisor fee in the financial bid will be considered for arriving at L-1 price.

PROFORMA - F (UNDERTAKING LETTER)

To,
The Deputy General Manager
Canara Bank,
Technical Cell, EPC Section
General Administration Wing
Head Office (Annexe)
Basavanagudi, Bengaluru – 560004

SUBJECT: Selection of Architect for Façade treatment at Canara Bank, Head Office
Building, No: 112, J C Road, Bengaluru - 560002

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 - G

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

I / We hereby declare that I / We have not been blacklisted, banned or delisted 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, delisted 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/Security cum Performance Deposit, if any, by Canara Bank, without any recourse.

Dated:

Signature & Name of the Bidder with seal

PROFORMA – H

Non-Disclosure Agreement

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

Ref:

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, Bengaluru - 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. _____ a proprietorship firm/a company incorporated under Companies Act, 1956/2013 / partnership firm whether registered under the Partnership Act or not, having its office at _____ (hereinafter referred to as the Architect/bidder) which expression shall unless excluded by or repugnant to the context, be deemed to include their successors and assigns) of the other part.

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, have agreed to perform the services as set out and subject to the terms and conditions set forth in the said "Terms & Conditions of Contract " in the RFP, which shall form part and parcel of the agreement.

WHEREAS, the Bidder understands that the information regarding the Bank's Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for the subject RFP and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said solution, will not be disclosed during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The Bidder shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any

persons other than the persons employed/engaged by the architect for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Such persons employed/engaged by the Bidder shall be bound by the same confidentiality obligations as that of the bidder. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date

Signature with seal

Name:

Designation: