

Offer document for

Selection of Architect for Construction of Branch at Vijayapuri South, Nagarjuna Sagar Dam Area

Tender Reference No: COVJA/P&E/VIJ ARC/82/2024-25

Issued by

GENERAL ADMINISTRATION SECTION
CANARA BANK CIRCLE OFFICE, VIJAYAWADA
D NO.54-15-4B, 1ST FLOOR,
LAKSHMI AVENUE,
SRINIVASA NAGAR BANK COLONY,
VIJAYAWADA - 520008
Ph. No: 0866-2428877
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This Document can also be downloaded from Bank's website www.canarabank.com

Selection of Architect for Construction of Branch at Vijayapuri South

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NOTICE INVITING OFFERS (NIO)

Name of work: Selection of Architect for Construction of Branch at Vijayapuri South, Nagarjuna Sagar Dam Project.

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 Circle Office at Srinivasanagar Bank Colony, Vijayawada-520008. The Bank is having Pan India presence with 24 Circle Offices, 176 Regional Offices & 9734 Branches situated across the states. Canara Bank proposes to carryout construction of its Branch at Vijayapuri South, Nagarjuna Sagar Dam Project.

The property situated at Government Quarter no SB/78, Vijayapuri South Under Nagarjuna Sagar Dam Project at an estimated cost of approx. ₹ 51 lakhs.

Offers from eligible Architects are invited in the prescribed format under Two-bid concept.

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, E, F & G

B.FINANCIAL BID-FEE STRUCTURE: Financial bid in [Proforma-H](#) is to be submitted.

Technical Bid & Financial Bid to be submitted in separate envelopes & these 2 separate envelopes shall be enclosed in a single envelope.

Description	Details
RFP No. and Date	COVJA/P&E/VIJ ARC/82/2024-25 dated 06.12.2024
Brief Description of the RFP	Selection of Architect for Construction of Branch Building at Vijayapuri South, Nagarjuna Sagar Dam Project

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Bank's Address for Communication	Assistant General Manager, Canara Bank, General Administration Section, Circle Office, 54-15-4B, 1 st Floor, Srinivasanagar Bank Colony, Ring Road, Vijayawada -520008 Telephone- 0866-2428877 Email: pecovij@canarabank.com
Date of Issue of RFP	Date: 06.12.2024 Can be downloaded free of cost from Canara Bank's web site, https://canarabank.com/tenders & Central Public Procurement (CPP) portal www.eprocure.gov.in
Earnest Money Deposit (Refundable)	Rs.2,000/- (by way of Demand Drafts of a Scheduled Commercial Bank issued in favour of <u>Canara Bank, Circle Office payable at Vijayawada</u>)
Last Date and Time for Submission of Bids	Sealed Envelopes to be submitted on or before 20.12.2024 up to 3.00 PM <u>The Offer should reach to the office of</u> Assistant General Manager, Canara Bank Circle Office, General Administration Section, 54-15-4B, 1 st Floor, Srinivasanagar Bank Colony, Ring Road, Vijayawada-520008.
Date, Time & Venue for opening of Technical Bid to Eligibility Criteria.	Will be opened on 20.12.2024 at 4.00 PM at Canara Bank Circle Office Vijayawada.
Pre-bid Meeting Date & Time	Pre-bid meeting shall be conducted at Circle Office, Vijayawada on 13.12.2024 at 11.00 AM. Pre bid queries should be submitted as per prescribed format, Pre-bid Queries to e-mail pecovij@canarabank.com must reach us on or before 12.12.2024 by 05.00 pm.

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Other Details	<p>The bidders must fulfil the Pre-Qualification criteria for being eligible to bid. 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 only on the Bank's corporate website http://canarabank.com/tenders No suggestions or queries shall be entertained after pre-bid meeting.</p>
Financial bids of only the short listed applicants will be opened on a pre-notified date & time, under intimation to such short listed applicants.	
<u>This document can be downloaded from following website</u> https://canarabank.com/tenders/ , https://eprocure.gov.in/eprocure/app	
<p>Any amendments, modifications, Pre Bid replies & any communication etc. will be uploaded in the Bank's website only http://canarabank.com/tenders. No individual communication will be sent to the individual bidders.</p>	
<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 subject contract is commercial in nature and not a statutory of the Government of India.</p>	

ASSISTANT GENERAL MANAGER
GENERAL ADMINISTRATION SECTION
CIRCLE OFFICE
VIJAYAWADA

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ELIGIBILITY CRITERIA

Name of work: Selection of Architect for Construction of Branch at Vijayapuri South, Nagarjuna Sagar Dam Project

Canara Bank proposes to carryout construction of Branch at Vijayapuri South, Nagarjuna Sagar Dam Project.

Two bid system (Technical Bid and Financial Bid) are invited for Selection of Architect for the aforementioned project 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 meets the following Eligibility Criteria may respond.

Sl. No	Criteria	Documents Required
01	The Architect should have minimum of 5 years experience in Architectural & Project Management Consultancy services.	Work order copies OR satisfactory certificates from the clients. The documents shall be older than 5 years from the date of RFP.
02	The Architect should have provided Architectural services comprising planning, designing and construction for at least Three (3) similar works each costing Rs.20.40 Lakhs OR Two (2) similar works each costing Rs.25.50 Lakhs OR One (1) similar work costing Rs.40.80 Lakhs During the last 5 (Five) years ending with 31.03.2024. “Similar work” Architectural services comprising planning, designing and construction of RCC framed residential building as detailed in Chapter B - Brief details of the Work.	Satisfactory completion certificates from the clients clearly indicating the nature of service, cost & nature of work and month & year of commencement & completion (as per format in Appendix-I). Preference will be given for works undertaken for Central/ state government/ PSU / Banks during last 5 years
03	The Architect must have valid GST registration number and PAN number.	Copies of the registration certificate and PAN card copy shall be enclosed.
05	Architect's Office	Should either have office/ branch setup in Andhra Pradesh or prepared to setup an

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		adequate office setup with in-house capability & infrastructure in Andhra Pradesh within 30 days from the date of award of contract provided they are qualified for the project through laid down process. An undertaking to be submitted by the Principal Project Architect Cum Project Management Consultant to this effect along with their application.
06	The bidder should be a registered member with Council of Architecture (COA) or Indian Institute of Architects (IIA)	Copy of valid registration certificate from Council of Architecture (COA) or Indian Institute of Architects (IIA)
07	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
08	Turnover for last three years ending 31.03.2024- Average turnover for the last three years shall be at least Rs. 70,000/-.	Certificate from chartered accountant as in Appendix-II to be submitted

Note:

- 1) The Value of work in all the above cases shall mean the cost of construction and services excluding the cost of land and Architect fee.
- 2) The consultancy service shall include all professional consultancy services related to the building construction including supervision.

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BRIEF DETAILS OF THE WORK

Name of work: Selection of Architect for Construction of Branch at Vijayapuri South, Nagarjuna Sagar Dam Project.

1) Brief details of the building/ plot and works are as under

- The property is located at Government Quarter no SB/78, Vijayapuri South Under Nagarjuna Sagar Dam Project. Brief details are as below:
- Construction of Single- storied RCC framed structure building with total built up area of 1614 sft for new branch with strong room, banking hall, toilets etc.
- Leveling, Landscaping, sewer lines, Filter water supply distribution line, storm water drains, Overhead Tank, Borewell, Septic Tank, Horticulture work etc. with all internal and external works including all electrical and plumbing works, lift provision, fire-fighting, furnishing works etc.

The scope of work of the engineering consultant shall comprise of planning, estimation, preparation of BOQ, designing & supervision of the work including assisting in getting all required approvals/NOC from Local Municipal/ Civic Authorities and other Government / Statutory authorities from time to time such as plinth verification/ Occupation/ Completion/ Drainage/ Water supply and Electrical connection, verification by electrical & other authorities etc. well in time so that the progress of the work is not hampered.

Any other work as detailed elsewhere in the document also will include in scope of work. The work should be completed in all respects viz. ready for occupation before handing over to Bank.

Note:

- *The Block estimate for the purpose of tender evaluation is arrived at ₹ 51 lakhs. The actual estimated costs may vary subject to assessment of the construction potentials.*
- *The scope of the work may vary, and the Bank may decide to construct the buildings depending upon the need, available vacant space/ground coverage etc.*
- *The construction period for the project shall be 06 months, including planning, designing, construction, operationalization, obtaining service connections, statutory permissions, occupancy certificate etc.*

Note: The above is only an estimated requirement and Bank reserves the right to change the user requirement, add or delete area etc. Bank reserves the right to abandon or change the entire scope of work, add or delete part scope etc.

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GENERAL RULES & INSTRUCTIONS TO APPLICANTS

Name of work: Selection of Architect for Construction of Branch at Vijayapuri South, Nagarjuna Sagar Dam Project.

1. The documents consisting of Notice inviting the Offer, Eligibility criteria, General rules and instructions to Architects, Method of selection, conditions of contract , Application Format, Proforma - A,B,C,D,E, F,G & Financial bid in Proforma H can be downloaded in the Bank's website www.canarabank.com & e-Procurement portal <http://eprocure.gov.in>.

2. BIDDING PROCEDURE

Nature of the document: TWO BID CONCEPT

2.1. Submission of Documents: The tender is "TWO BID CONCEPT" and it has to be submitted as such. It should always be placed in a sealed cover super scribed as " TECHNICAL BID FOR SELECTION OF ARCHITECT FOR CONSTRUCTION OF BRANCH AT VIJAYAPURI SOUTH, NAGARJUNA SAGAR DAM PROJECT" on the first envelope and "FINANCIAL BID FOR SELECTION OF ARCHITECT FOR CONSTRUCTION OF BRANCH AT VIJAYAPURI SOUTH, NAGARJUNA SAGAR DAM PROJECT" on the second envelope as the case may be and both the sealed covers shall be placed in bigger outer cover and sealed and super scribed as "OFFER FOR SELECTION OF ARCHITECT FOR CONSTRUCTION OF BRANCH AT VIJAYAPURI SOUTH, NAGARJUNA SAGAR DAM PROJECT".

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 submitted in a sealed envelope.

- All pages of this RFP as downloaded from the website duly signed on all pages.
- Power of Attorney / authorization with the seal of the bidder's company / firm in the name of the person signing the RFP documents.
- Authorization letter for attending the bid opening as per Annexure.
- Earnest Money Deposit (EMD): the bidder should submit Rs.2000/- by way of Demand Drafts of a Scheduled Commercial Bank issued in favour of **Canara Bank, Circle Office payable at Vijayawada**. Submission of EMD in the form of fixed deposit or in any other form is not acceptable and tenders with such EMD shall be rejected.

No interest shall be allowed on the Earnest Money Deposit (EMD). Tenders without EMD shall be summarily rejected. However, MSEs are exempted from paying EMD as per

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MSME Act 2012. For getting the benefits in case of MSE firms, Bidders / agencies should submit registration certificate issued from the relevant authorities.

e) Documents in support of all eligibility criteria.

f) All annexures available in the tender duly filled & signed on all pages should be uploaded as per given formats

2.2.2 Contents of the Financial Bid: The second envelope should contain the financial Bid as per Proforma-H and should be sealed and submitted on the same date and time simultaneously along with Technical bid. Non submission of the same in separate sealed cover along with Technical Bid shall automatically render the entire offer being rejected. The second envelope should contain duly filled in Fees details (enclosed in the offer document) with values written in words and figures.

3. SUBMISSION AND OPENING OF TENDERS:

The duly completed sealed offer should be submitted Assistant General Manager, Canara Bank Circle Office, General Administration Section, 54-15-4B, 1st Floor, Srinivasanagar Bank Colony, Ring Road, Vijayawada-520008.

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

- a) Date of submission of RFP: on or before **20.12.2024, 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 any other mode
 - b) The technical bid will be opened on **20.12.2024 at 4.00 PM** at Canara bank circle office Vijayawada.
 - c) 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 and scrutiny of the technical details as a part of Technical evaluation. The shortlisted applicants are requested to participate during the opening of the financial bids
4. Offer shall be submitted on prescribed Form only (i.e. as per documents issued/downloaded from website) and no other format shall be used. 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 form shall be liable for rejection. The Architect shall submit an undertaking in [Proforma E](#) stating that no changes,

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- alterations are made in the offer documents issued by the Bank or downloaded from the website and same is submitted to the Bank.
5. Shortfall of any documents as per guidelines will be intimated through e-mail and the same shall be submitted to our office address as mentioned above and by email also.
 6. The **fees quoted** shall be inclusive of all fees / charges payable to the associate Architects, other taxes, TDS etc., **but excluding GST**. Applicable TDS shall be made as per the statutory rules.
 7. 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.
 8. Offers which are incomplete in any respect are liable to be rejected.
 9. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the Architects who resort to canvassing will be liable for rejection.
 10. The Architect shall furnish the list of his relatives working in the Canara Bank with their present place of posting in the [Proforma A](#).
 11. 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, then the Bank shall, without prejudice to any other right or remedy, be at liberty to **forfeit full value of the Earnest Money Deposit** as aforesaid.
 12. The Architect or their authorized representatives with an authorization letter as per [Proforma B](#), are requested to be present during the opening of the bids. This is optional. Bank will proceed with opening of the technical bids / financial bids on the stipulated date & time unless other wise modified with prior intimation to the Applicants.
 13. It will be obligatory on the part of the Architect to tender and sign the offer documents for all the component parts and pages.
 14. The successful Architect shall execute the agreement as per the conditions of Contract provided in this NIO on a stamp paper of appropriate value within **7 days**

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from the date of acceptance of the offer. 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. If the successful Architect fails to sign the agreement within the aforesaid period Bank will be at liberty to **forfeit full value of the Earnest Money Deposit.**

15. 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 Bank/Employer.
16. **Conditional offers shall summarily be rejected.**
17. The Architect shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer. For any assistance for visiting the site / building intending Architects may contact General Administration Section, CO, Vijayawada.
18. 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 and submitted in sealed envelope super scribing **“SUPPLEMENTARY PRICE BID FOR SELECTION OF ARCHITECT FOR CONSTRUCTION OF BRANCH AT VIJAYAPURI SOUTH, NAGARJUNA SAGAR DAM PROJECT”** . Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.
19. Voluntary submission of the supplementary price bid by the contractor/vendor /tenderer shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer only. Any other un-related price variations furnished in supplementary price bids shall not be recognised and might be liable for rejections if undue information is furnished.
20. In case of other un-qualified Architect (i.e. Architects who fail to comply with the eligibility criteria), EMD shall be returned on notifying as unqualified.
21. In case of unsuccessful Architects (i.e. those Architects who qualify in the technical bid and emerge as unsuccessful in the financial bid) the EMD shall be returned within 30 days of opening of financial bids on submission of their Bank account details.
22. In case of bidder whom works are awarded, EMD will be returned after satisfactory completion of stage 6 IV a and b.

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23. Bank reserves the right to call for opinion directly from the clients of the Architects on the work orders and performance certificates or any other matters.
24. Bank reserves the right to disqualify the Architect if the details furnished by the Architect are found to be false and **forfeit their Earnest Money Deposit.**
25. Earnest Money Deposit is exempted for the Applicants with Udyam registration (MSE)/National Small Industries Corporation Ltd (NSIC) registration, with specific exemptions permitted by NSIC. Necessary proof shall be submitted along with the tender in the Technical bid.

26. 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 pecovij@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 General Administration Section, Canara Bank Circle Office Vijayawada or by e-mail to pecovij@canarabank.com by the intending tenderers before 12/12/2024 by 05.00 pm. 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	Venue
13/12/2024	11.00 am	GENERAL ADMINISTRATION SECTION CANARA BANK CIRCLE OFFICE, VIJAYAWADA D NO.54-15-4B, 1 ST FLOOR, LAKSHMI AVENUE, SRINIVASA NAGAR BANK COLONY, VIJAYAWADA - 520008

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Bidders intending to participate in the pre bid meeting should send their request in this regard to the mail: pecovij@canarabank.com.

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.

27. 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.

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METHOD OF SELECTION OF ARCHITECT

Name of work: Selection of Architect for Construction of Branch at Vijayapuri South, Nagarjuna Sagar Dam Project.

1. The offers of Architects will be evaluated based on the compliance of the eligibility criteria prescribed in this document.
2. Compliance of all the stipulated eligibility criteria is mandatory for further processing. Compliance of all the stipulated criteria is mandatory.
3. Offers satisfying the prequalification criteria mentioned in the tender only will be short listed. Clear supporting evidence like certificates issued by client's organizations, photographs, signed and stamped copy of relevant documents for aforesaid qualifying criteria need to be uploaded and submitted along with the bid. However, merely fulfilling the prescribed eligibility criteria shall not entitle the Consultant/ Architect for shortlisting and invitation for participation in the proposed price bid submission for the project. The shortlisting as well as final selection of Architect for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous employers etc.
4. The technical details submitted with the offer will be evaluated and assessed by the Selection Committee of the Bank.
5. Architects satisfying all the eligibility criteria will be termed as qualifying Architects. Financial bids corresponding to those qualifying architects will be opened on a specified date and time which will be intimated to those qualifying architects well in advance. The financial bids of qualified architects only shall be opened in presence of their authorized representatives as specified.
6. The lowest offer will be determined based on the percentage (%) of the fee quoted for Consultancy and Construction Management services.
7. For the purpose of evaluation of bids, the cost of project shall be considered as **Rs. 51 Lakhs.**
8. The qualifying Architects whose fee is competitive & reasonable will be considered for entrusting the services as Architects to the subject work.
9. The decision of the Bank in selection of the Architects shall be final and binding on the participating Architects.

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CONDITIONS OF CONTRACT

Name of work: Selection of Architect for Construction of Branch at Vijayapuri South, Nagarjuna Sagar Dam Project.

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 **Assistant General Manager, Canara Bank, Circle Office Vijayawada** or any person authorised by him as in charge of the work and would sign the agreement on behalf of the CANARA BANK.
 - (iv) "Architect" means M/s. _____ or their assigns or successors in office and authorised representative.
 - (v) "Contractor" means any individual, firm and / or Company whose tender/tenders for Construction of Buildings at Yendapallivalasa is/ are accepted by the Bank for execution of the works and includes the contractor's personal representative, successors and assigns.
 - (vi) "Work" shall mean Proposed Construction of Branch at Vijayapuri South, Nagarjuna Sagar Dam project
 - (vii) "Site" means property Government Quarter no SB/78 at Vijayapuri South, Nagarjuna Sagar Dam project.
 - (viii) "Building/ Project" shall mean proposed Construction of Branch at Vijayapuri South
2. The 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.

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3. No personnel employed by the Architect or associate consultant for the work will be liable for any sort of compensation or employment in the Bank.

The relationship between the bank and the Architect is strictly in nature of two independent entity (i.e service receiver & service provider). In no event, any injury, loss damage or any other disability or liability to the Architect or any of its worker shall give rise to any liability, action, claim etc. in any form (whether monetary or non-monetary) towards the bank or any of its personnel (whether employed or retired).

4. NATURE OF WORKS -

Planning, Designing and Construction of single - storied RCC framed structure building for Bank Branch at Vijayapuri south.

- The scope of the work may vary, and the Bank may decide to construct the buildings depending upon the need, available vacant space/ground coverage etc.

5. SCOPE OF WORK, ROLES & RESPONSIBILITIES

I PRELIMINARY STAGE:

The Architect shall:

- (a) Prepare Site survey plan showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and designs with drawings, giving details of useful areas, services area, circulation area and total plinth area and cost estimate on format of the Bank to provide information in respect of magnitude of work and its components and services and cost of all such items involved.
- (b) Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage. electrical, fire-fighting, acoustics, interior decoration (if required), street/compound lighting landscaping, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting indicating scope, specifications and costs separately of such sub-heads. However, the Bank reserves the right to exclude any of the above services from the scope of the Architect's work. At this stage, preparation of elevation images, perspective views and 3D view (both in hard & soft copy form) showing the external & internal details of the proposed building complex, will be necessary and the same shall be undertaken by Architect at no extra cost.
- (c) Obtain the approval of the Bank to (a) & (b) above and to all computations of all structural designs and all services designs which shall be in accordance with the latest IS Codes of practice and/or the codes of practice applicable in the area,

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Town, City where the work is located. Such detailed computations of all designs shall be made available to the Bank in duplicate along with drawings for any check the Bank may like to exercise for scrutiny before sanction of detailed estimates and call of tenders. The Architect shall indicate the names of his Architects for various services and structural designs, their organization, qualifications and experience. The Architect shall be fully responsible for the correctness and accuracy of structural and services designs and the safety of the structure shall be entirely that of the Architect notwithstanding the approval by the Bank of these designs. The Architect and his consultants shall certify in writing that the designs are in accordance with the up-to-date and relevant codes of practice.

- (d) Obtain the approval of the competent authority/statutory body to all Architectural structural and civil/additional work designs, drawing and plans etc. if necessary according to the local Acts, laws, Regulation etc., and make any changes desired by such authorities.
- (e) Programming of work by PERT / CPM/Bar charts, incorporating all activities from planning till completion of the work .This shall include all activities required for completion of the project well in time, i.e., preparation of working drawings, structural drawings, detailed drawings, calling tenders etc. including stages of services to be done by the Architects in coordination with the Architect, work of various contracting agencies etc. and obtaining various service connections.
- (f) Technical assessment of the project, getting done exploration work for deciding safe bearing capacity, depth & type of foundation work through specialized consulting firm (the cost of field and laboratory work will be directly paid to such firm by the bank).

II. WORKING DRAWING STAGE: -

The preparation of working and detailed drawings with details incorporating services and schedule of quantities will be involved in this stage. This will include: -

- (a) Preparation of working and detailed architectural and structural drawings and detailed estimate and specifications for all items of the above works including internal and external utility services, along with details of quantities, analysis of rates and details of structural design.
- (b) Obtaining approval of the Bank to above and modify them if considered necessary by the Bank and/or if the cost exceeds the estimated cost by over 5%.

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- (c) Obtaining approval of local authorities, if necessary and make any changes required by them.
- (d) Prepare prequalification documents for selection of agencies, prepare according to the approved form of the Bank all contract documents for various trades for calling tenders with articles of agreement, specifications, conditions of contract, special conditions, bill of quantities including analysis of rates based on market rates, time and progress charts, and obtain approval of the Bank to such final document. Bank shall invite the tenders and Architect shall supply adequate number of copies of drawings required to be attached to the tender to clarify the item(s) in the bill of quantities in the tender.
- (e) Scrutiny of the tenders and submission of recommendation on the tenders based on proper analysis of rates, market rates of materials and labour for major items costing about 90% of the cost, evaluation of commercial and other conditions stipulated by tenderers, to assist the Bank in the negotiations with contractors and the final selection of the contractor, prepare contract documents for all trades including drawings, specification etc. complete.
- (f) Submission of complete working details, schedules, specifications and bill of quantities to describe the whole project adequately for the purposes of taking Bank's approval and placing the main and other subsidiary contracts.
- (g) Preparation and submission of model of the work to a suitable scale as and when required by the Bank. The cost of the model shall be approved and borne by the Bank. However, the cost of any computer 3D modeling or walkthrough's for the purpose of presentation shall be borne by the Architect and Bank will not consider any request in this regard.

III CONSTRUCTION STAGE:-

- (a) Advising Bank and contractor sufficiently in advance to enable him to get permits, quota certificates, licenses and foreign exchange, if required.
- (b) Assist the contractor to prepare a works progress schedule.
- (c) Supply the contractor such further drawings, specifications and details which may be required for proper execution of the work.
- (d) Obtain Bank's prior approval for any substitution, omission, addition or deviation in design or cost or the working drawings or schedule and specifications or item of work from the approved scheme/contract by working out financial benefit, if any, to the contractor, if total cost of all such exceeds Rs.10,000/-.
- (e) Periodic supervision of the work by the Architect/Architect's consultants to ensure that the work is executed as per drawings, designs and specifications and to certify

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the same in every bill and certify that the measurements recorded and the bill prepared is in order as per contract agreements for the works.

IV CONSTRUCTION MANAGEMENT:

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

- (a) Check and approve shop drawings submitted by the contractor.
- (b) Give necessary on site supervision and inspection by employing experienced and qualified Civil/Supervisor approved by the Bank, to ensure that the works are being executed strictly in accordance with the contract, working drawings, specifications and as per programme. The Engineer / supervisor shall be a graduate / Diploma Engineer with at least 3 / 5 years' experience respectively. There shall be at least one full time Engineer / supervisor at site. The duties, responsibilities & powers of Site Engineer / Supervisor are as detailed in clause V, below. The Architect shall furnish the details of credentials to prove the academic & experience records of the site engineer engaged by him to Bank, for its approval.
- (c) Have effective control over quantities and cost of various trades, advise Bank sufficiently in advance with justification if the total of sanctioned expenditure on various item of work is likely to be exceeded.
- (d) Advise Bank if the contract time is likely to be varied and reasons thereof.
- (e) Advise Bank on changes, if necessary, for technical reasons.
- (f) Check contractor's application for payment, evaluation of work completed for interim and final payments and issuing certificates for authorizing payment. Such certificates shall show details of quantities of various items of work which shall be check measured by the Architect in each running bill and certified, abstract of quantities, rates and costs and shall indicate separately advances of materials, if any, or any other advances, recoveries of advances, recoveries of materials used and issued with theoretical consumption and actual consumption of cement and steel etc. for each bill, gross and net amounts payable and shall be specifically certified by the Architect about its correctness and that the work included for payment is as per approved drawings and specifications and measurements have been checked of each item. The Architect shall grant such certificates on the understanding that he shall be held personally responsible for any over-payment, temporary or otherwise, which may occur in consequence thereof or any defective work.
- (g) Certify accounts of work, materials etc.,
- (h) Certify the final completion of work
- (i) Obtain completion and occupation certificates from the local bodies after completion of work and supply the same to the Bank.
- (j) Prepare completion drawings including elevation and sections and structural details indicating details of building and all services and supply completion drawings to the

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Bank, verify and confirm identification marks on service installation, cables, wires etc., for easy identification.

- (k) Assist the Bank in arbitration, litigation case that may arise out of the contract entered into in respect of the above work.

V. SITE ENGINEER RESPONSIBILITIES, DUTIES & POWERS

V (A) ROLES AND RESPONSIBILITIES OF SITE ENGINEER

The Site Engineer is responsible for the following:

- a} Obtaining working drawings of the project stage by stage from the Architects and implementing the same after getting them approved by the competent authority.
- b} Ensuring that architectural/structural and other details are made available at the site before the need for them arises.
- c} Ensuring that samples of building materials used in construction, of workmanship and finishes and of fittings are approved by the Competent authority and that their display and safe custody at site are arranged.
- d} Ensuring that the contractor observes laws pertaining to labour and wages paid are not less than the minimum stipulated.
- e} Ensuring that the contractor has taken out the requisite insurance policies to cover workmen under the Workmen's Compensation Act, loss/damage caused by accidental collapse/fire/earthquake (as applicable) to partially constructed work, materials and plant at site and against claims (third parties) for injury/damage.
- f} Ensuring that the work progresses smoothly bottlenecks anticipated and effectively removed with the aim of successfully completing the project within the time schedule.
- g} Ensuring that decisions on various aspects in connection with site works are obtained from Competent Authority well in advance of the actual commencement of the items of work by the contractor including any addition to, or alteration of, substitution to or deletion of or any item or part thereof with or without the incidence of extra items.
- h} Ensuring that instructions received verbally or in writing from the Competent Authority are properly complied with. It shall also be seen that verbal instructions given by visiting officers are confirmed in writing by the concerned officers.

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- i} Ensuring that floors under construction are not overloaded with stacks of material or plant.
- j} 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.
- k} Ensuring that partially constructed work is cased in or protected from damage.
- l} Keeping the Bank informed of the site events regularly.
- m} Maintaining good and healthy relations with and between the various contractors/agencies working at site.
- n} Ensuring that all operations are carried out with complete safety to life and property.
- o} Maintaining safe custody of site records and office equipment.

V (B) DUTIES OF SITE ENGINEER

The duties of the Site Engineer are as follows:

- i} To make a thorough study of contract documents, architectural/structural drawings and other details so as to bring out ambiguities/discrepancies between them and to obtain clarification from the Competent Authority well in time to avoid delays.
- ii} To approve the centre-line layout of building pegged out on site by the contractor and the benches for ground floor and other levels.
- 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 Competent Authority 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 building permission issued by the Local Authority and to ensure that the revalidation, if necessary, is obtained well in time.
- vii} To arrange periodical reconciliation of cement and steel account.

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viii} To maintain the under noted records at the site of work, in addition to normal routine requirements of an office.

1. Daily Progress Record.
2. Work Site Order Book
3. Instruction by Bank's Officers
4. Cement Statement (Receipt/Consumption/Balance).
5. Steel register/any other costly Material Register.
6. Concrete Pour Reports including Slump Test Record.
7. Concrete Cube Test Register.
8. Test Registers for all kind of material/fixtures with regard to receipt, consumption and balance.
9. Register of Drawings and Working details.
10. Log Book of Defects
11. The Site Engineer should maintain a Hindrance Register giving details of commencement and removal of each hindrance.
12. Dismantled Materials Accounts Register.

ix} To study the quality of approved coarse and fine aggregate and get the design of the concrete mix in accordance with modern practice. The Site Engineer shall ensure that the mix design for RCC work shall be carried out by the Architect/Structural Consultant, if applicable.

x} To record measurements of completed work jointly with the contractor and to process them in running account bills.

xi} To receive running account bills from the contractor and to forward them after checking, to the Competent Authority with his comments and recommendations and accompanied by all supporting documents.

xii} To submit to the Competent Authority the Progress Report fortnightly.

xiii} To watch that the concerned contract does not lapse for want of extension of time. Therefore, to keep it alive and in operation from point of consideration that "Time is the essence of contract".

xiv} To ensure that progress on every contract is in accordance with the appropriate stage of its Time and Progress Chart.

xv} To prevent contractor from proceeding with any work on which the contractor has got intentions of raising claims of extra/deviated items, until the Competent Authority approve the work to continue.

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xvi} To receive the Final Bill from the contractor, to check it, and forward it with his comments and recommendations to the Competent Authority with all the supporting documents duly attached.

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

xviii} To submit to the Competent Authority authentic information on and the under noted records pertaining to the completed work in order to enable the Competent Authority to finalise them in the due course.

- (a) Record i.e., as completed drawings.
- (b) Record of Standard Measurements for periodical services.
- (c) Inventory of fittings and fixtures.

V (C) POWERS OF SITE ENGINEER

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

i) To give directions to the contractor for the construction of a temporary office for the use of the Site Engineer at Site.

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

iii} To give notice to the contractor about the use of sub-standard materials and workmanship and warn him that the work is liable to be suspended until such defects are rectified.

N.B. The notice should also state that all work done subsequent to the defective work pointed out shall be liable to be pulled down and rebuilt to the satisfaction of the Site Engineer.

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

v} To issue notice to the contractor to suspend work during inclement weather and in circumstances where working would be dangerous to life and property.

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

6. ASSOCIATE CONSULTANTS

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

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

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

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

The fees to the Associate consultants appointed for the above services shall be payable by the Architect, within the overall approved fee payable to the Architect by the Bank

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including expenses incurred by the associate consultants towards site / office / market visits required in connection with the project.

7. CONSULTANCY AND CONSTRUCTION MANAGEMENT FEE & FEES FOR OBTAINING THE STATUTORY PERMISSIONS SERVICES

The Architect shall quote their fees for the professional services towards the Consultancy and Construction Management services in the [Proforma-H](#) (Financial Bid) of this Notice Inviting the Offers (NIO).

The Consultancy and Construction management services fees shall be calculated as percentage quoted (in [Proforma-H](#)) based on the actual cost of works.

The fees quoted by the Architect shall be inclusive of fees payable by the Architect to their associate consultants, site engineer's salary during the execution of the works and other incidental expenses, 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 and their associates, site engineers and no claim whatsoever against the Bank in respect of any proprietary right or copy right by the Architect or any other party will be entertained. The Architect shall indemnify and keep indemnified the Bank against all cost and expenses paid by the Bank in defending such claims.

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

The fee quoted should include all the services detailed in [clause \(6\)](#) 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 Consultant shall submit necessary bills in duplicate. Payments due to Architect will be made within 15 days of submission of bills of the corresponding stage subject satisfactory performance.

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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 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 Consultancy fee quoted is inclusive of and **extension of time** permitted for the works or delay in completion of the works by the contractors.

The duration of payment of Construction management fees shall be based on the actual period of execution. In case of absence of the site engineer, no construction management fee shall be paid for the period of absence.

8. STAGES OF PAYMENT OF FEE:

The fee will be paid in stages as specified below, subject to recovery of security deposit as per [clause \(10\)](#) below::

A. For Consultancy services and Construction Management:

Sl. No:	Stages	Percentage of Total fee payable
01	On satisfactory completion of Planning & design & Drawing stage ie all items item 5 I (a, b, c, d,e &f) based on the estimated cost	10 %
02	On satisfactory completion of item 5 II (a&b) of the Working Drawing Stage	20 %
03	On satisfactory completion of item 5 II (c) of the Working Drawing stage.	10%
04	On satisfactory completion of item 5 II (d,e,f and g) of the Working drawing stage	15 %
05	Construction stage - On commencement of works by contractors in proportion to the certified value of the bills of the contractor i.e. 5 III(a-e) and 5 IV (a-g)	40%
06	On satisfactory completion of item 5 IV (h-k) of the Completion stage	5 %

9. COST OF WORKS:

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The cost of work for the purpose of working out of fees shall be the actual cost of works subject to ceiling and shall **exclude** the following: -

- a) Cost towards the approval / NOC's from statutory authorities (against which receipt is issued by the respective statutory authorities).
- b) Cost of any fittings and fixtures which are not designed, planned and supervised by the Consultant such as light fittings, fans, Geysers factory assembled AC units etc.
- c) Any in fructuous expenditure as a result of demolition etc., ordered by the Architect and cost of any rejected work.
- d) Contingent expenditure like press advertisement, publicity, cost of tender documents etc.,
- e) Any deviation in the items of work not authorised by the Bank prior to its execution.

In computing the cost of the work for computing the 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.

10. SECURITY DEPOSIT:

The successful architect/firm shall deposit an amount equivalent to 2% of the total fee payable as per quote as the initial security deposit. Further, an amount equivalent to 5% of the total amount payable to the Architect shall be deducted progressively from each bill towards security deposit for fulfilling the terms of contract faithfully and honestly. The security deposit will be refunded after the completion of the guarantee period detailed under **clause 16.**

11. 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 contract and to be determined mutually unless such changes, alteration are due to Architect own omission and / or discrepancies. 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.

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

12. TIME SCHEDULE ::

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

- a. Completion of various services mentioned in [clause 5 I](#) (a, b, c, d, e & f) within 30 days from the date of receipt of acceptance letter.
- b. Completion of various services mentioned in [clause 5 II](#) (a, b, e & f) within 21 days after approval for 5 I.
- c. Completion of services mentioned in [clause 5 II](#) (c) within 30 days after obtaining after approval for 5 I.
- d. Completion of services mentioned in [clause 5 II](#) (d) within 7 days from the date of completion of stages 5 II(a&b)

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- e. During the construction the services /any clarifications shall be attended and cleared within 5 days unless permitted by the Bank.
- f. All the running bills of the contractors shall be certified within 7 days from the date of receipt of bills. 5 IV(f)
- g. Completion of services as mentioned in [clause 5 IV](#) (h,i and j) within 30 days after completion of the works by contractor.
- h. Assistance in arbitration and Inspection whenever required.

13. NUMBER OF DRAWINGS SETS ETC. AND COPYRIGHT:

All the estimates, details of quantities, detailed design, reports and any other details envisaged under this contract including drawings of civil, structural, electrical, water supply, sanitary or other services should be supplied by the Architect without any extra cost. *Apart from submitting the hard copies, soft copies of all the drawings, details, designs shall also be submitted to the Bank for bank's record & future reference at no extra cost.* The Architect shall also provide the following drawings:

- i) All such drawings and copies as are required to be submitted to the local authorities for approval of drawings and for sanctioning all service connections, including all drawings required for resubmissions incorporating any changes or amendments required by such authorities.
- ii) One set of all drawings for the Site engineer.
- iii) One set of all drawings for all other Consultants whether employed by the Architects or the Bank.
- iv) 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 (i) to (iii) above, shall be issued.

All the above details & drawings will become the property of the Bank and the Bank will have the right to use the same for the project. The drawings cannot be issued to any other persons, firm or authority or used by the Architect for any other project. No copies of any drawings or documents shall be issued to any one except the Bank and its authorised representative.

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14. LIQUADATED DAMAGES:

The time allowed for carrying out the work as specified in [clause-12](#), shall be deemed to be the essence of the contract on the part of the Architect. The work shall throughout the stipulated period of the contract be processed with all diligence and in the event of failure of the Architect to complete their services/ work within time schedule as specified above or subsequently notified to him, the Architect shall pay as compensation amount equal to **0.5 (half) per cent or such smaller amount as the Bank may decide on the total fee payable for every week that the services/work remains unfinished after the specified date subject to a maximum of 10%**. The delays at each stage shall be totaled to arrive at the cumulative delay. The cumulative delays solely attributable to the Architect (including his associates shall be considered while arriving at the delay.

15. EXTENSION OF TIME:

If the Architect's work is unavoidably hindered in carrying out the designs / drawings on account of delayed decision or the approval by the Bank which are necessary to carry out further work beyond the time specified under [clause-12](#) above, he shall be allowed suitable extension of time by Bank, whose decision shall be final and binding on the Architect. No claim of any kind shall be entertained from the Architect for such delayed approvals/decisions by the Bank, except request for suitable extension of time.

16. GUARANTEE:

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

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

17. RESTRICTION/SUSPENSION:

The Bank reserves the right of restricting the Architect's services at any stage and makes other arrangements for continuing the balance services after with-drawing such services from him or suspend the work.

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

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18. TERMINATION OR RECESSON 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 by prior notice of 15 working days shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a (Manager on behalf of the creditor shall be appointed or if circumstances shall arises which entitle the court or the creditor to appoint a receiver or Manager or which entitles the court to make up a winding order.
1. 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 contract 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 contract
 - b. To engage another Architect to carryout the balance work debiting the Architect the excess amount if any so spent.

In the event of the termination of the contract 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 before making any change in the constitution of his firm. It shall be open to the Bank to terminate the Contract on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director. But until its termination by the Bank as foresaid, this contract shall continue to be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance and for compliance of all the terms and condition of this contract. In case of the individuals, Legal heirs/administrators shall be liable for the due & satisfactory performance of all the terms and condition of the contract.

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19. ABANDONMENT OF WORK:

That if the Architect abandons the work for any reasons whatsoever or becomes incapacitated from acting as aforesaid, the Bank may make full use of all or any of the drawings & details prepared by the Architect and that the Architect shall be liable to **refund all the Excess fees paid to him up to that date** plus such damages as may be assessed by the Bank subject to a maximum of 10% of the total fees payable to the Architect under this contract. 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 contract 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 contract for the services performed by him till the date of termination of contract.

If the Architect closes their business or abandons the work or if this contract is terminated as provided for in [clause 18,19](#) hereinbefore, the Bank shall be entitled to make use of all or any drawing(s), designs or other documents prepared by the Architect.

20. ARBITRATION

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

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

The Arbitrator will have his seat at Vijayawada 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.

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

21. OTHER CONDITIONS

- a) The Bank may have the details & designs submitted by the Architect inspected at any time by any officer nominated by the Bank / any external agency who shall be at liberty to examine the records check estimates, structural designs, drawings, works 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) 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.
- c) Rendering every assistance, guidance and advice in general to the BANK on any matter concerning the technical aspects of the projects.
- d) The Architect shall be fully responsible for all the services including the technical soundness of the designs.
- e) 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.
- f) 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.
- g) The Architect hereby agrees that the fees to be paid as provided herein (clause 8) 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. The Architect shall indemnify and keep indemnified the Bank against any such claims and against all cost and expenses paid by the Bank in defending itself against such claims.
- h) Notwithstanding the completion of the work as per Contract entered hereto, the Architect agrees and undertakes the responsibility to suitably reply to the Bank's queries that may be raised by any authorised inspection agency of the Bank or the Government of India like CVC or any other departments.

Selection of Architect for Construction of Branch at Vijayapuri South

- i) 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 Consultants Act 1972 (Central Act No.20 of 1972) and/or project Consultant/Architect may be debarred from employment for specified period and/or black listed depending on gravity of the lapses on the Project Architect.
- j) 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 Indian Bank Association (IBA) & Public Works Departments (CPWD/State PWD), 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. _____

IN THE PRESENCE OF::

1.

2.

NAME & SIGNATURE OF ARCHITECT

For and on behalf of the

CANARA BANK

Selection of Architect for Construction of Branch at Vijayapuri South

APPLICATION FORMAT

Name of work: Selection of Architect for Construction of Branch at Vijayapuri South, Nagarjuna Sagar Dam Project.

1. Name of the Architect :

Address of Main Office :

Address of Office in Andhra Pradesh/Telangana:

Telephone No.

Office :

Mobile :

Fax :

E-Mail :

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

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

I)

II)

c) Year of establishment :

3. Registration with Tax Authorities :

a) Income-tax No. PAN NO :
(Furnish copies of Income-tax returns)

b) GST Regn Number :

Selection of Architect for Construction of Branch at Vijayapuri South

4. Details of the works executed during all 5 years prior to 31.03.2024 (please mention only such works relevant to **eligibility criteria 1**)

Sl No.	Name of the work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Location of the work with month & year of execution	Actual Value of the works
Year 1					
Year 2					
Year 3					
Year 4					
Year 5					

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

Note: Copies of work orders or satisfactory completion certificate from the clients shall be enclosed (for all 5 years prior to 31.03.2024).

5. Details of the works executed during the last 5 years (please mention only such works relevant to **eligibility criteria 2**)

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 with month & year of execution	Actual Value of the works	Name ,address and phone number of two reference personnel associated with the work from cleint's side

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

Note: Bank may obtain **Original satisfactory completion certificate as per Appendix-I** e enclosed. The bidder shall provide all the necessary

Selection of Architect for Construction of Branch at Vijayapuri South

assistance for liaisoning with their clients for issuing the certificates. The photo images of these works also shall be enclosed by the bidders.

6. Key personnel permanently employed in your organization:

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

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

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

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

DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / We agree that the decision of CANARA BANK in selection will be final and binding to me / us.

Place :
Date :

**NAME, SIGNATURE & SEAL
OF THE ARCHITECT**

Selection of Architect for Construction of Branch at Vijayapuri South

PROFORMA A - DETAILS LIST OF RELATIVES WORKING IN CANARA BANK

(To be submitted in the letter head of firm)

**Name of work: Selection of Architect for Construction of Branch at Vijayapuri South,
Nagarjuna Sagar Dam Project.**

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH

(If “NIL” write the same by crossing the table from left lower corner to right top corner)

Signature and seal of Architect

Selection of Architect for Construction of Branch at Vijayapuri South

PROFORMA B - AUTHORISATION LETTER

(To be submitted in the letter head of firm)

To,

Assistant General Manager,
General Admin. Section,
Circle Office,
Vijayawada.

**Name of work: Selection of Architect for Construction of Branch at Vijayapuri South,
Nagarjuna Sagar Dam Project.**

This has reference to your above subject Mr/Ms is 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

Selection of Architect for Construction of Branch at Vijayapuri South

PROFORMA C - CONFIRMATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS

(To be submitted in the letter head of firm)

To,

Assistant General Manager,
General Admin. Section,
Circle Office,
Vijayawada.

Name of work: Selection of Architect for Construction of Branch at Vijayapuri South, Nagarjuna Sagar Dam Project.

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

I/We are fully qualified to provide the professional Consultancy services to the said work and agree with all the contents of this NIO. We are agreeable to extend our Consultancy services for the subject project and the professional charges have been conveyed separately in "Financial-bid in Proforma-H" furnished.

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

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

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

DATE:

Signature of the Architect

Selection of Architect for Construction of Branch at Vijayapuri South

PROFORMA D - AGREEMENT FORMAT

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

WHEREAS the Bank is desirous of undertaking _____ Name of work _____ in accordance with the general requirements, and whereas the Architect have agreed to perform the services as set out and subject to the terms and conditions set forth in the said “**Conditions of contract**” of document herein under.

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

1. 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.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,
 - a. The Tender Document comprising Notice inviting the tender , General rules & Instruction to tenderers, General Conditions of the Contract, Special; conditions , Proforma A to .. , Priced schedule of quantities,
 - b. Corrigendum to tender document if any.
 - c. Letter from Architect dt. _____ in response to the negotiation meeting discussions held on _____
 - d. Letter of Acceptance issued to Architect by Bank letter Ref: _____ dated _____

Selection of Architect for Construction of Branch at Vijayapuri South

3. In consideration of the payments to be made by the Bank to the architect, the architect hereby covenants and agrees with the Bank to execute, complete and perform the works in conformity in all respects with the Tender document as mentioned in the aforesaid documents which shall form part of this 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

M/s. _____

For and on behalf of the

CANARA BANK

In the presence of:

- 1.
- 2.

Selection of Architect for Construction of Branch at Vijayapuri South

PROFORMA E - UNDERTAKING LETTER

(To be submitted in the letter head of firm)

To,

Assistant General Manager,
General Admin. Section,
Circle Office,
Vijayawada.

**Name of work: Selection of Architect for Construction of Branch at Vijayapuri South,
Nagarjuna Sagar Dam Project.**

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 NIO issued by the bank or downloaded from the web site.

Signature & Name of the Architect

Selection of Architect for Construction of Branch at Vijayapuri South

PROFORMA F - INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at Vijayawada on this _____ day of _____ month of _____ year (2024) By M/s _____ duly represented by proprietor / one of its partners Sri _____, aged _____ years, son/daughter of Sri _____, residing at _____

In favour of Canara Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of undertakings) Act, 1970, having its Head Office, at 112, J.C.Road, Bangalore - 560002.

Whereas I am the proprietor/authorised partner of M/s _____ and had applied for rendering architectural services for _____

Whereas as my company was shortlisted for issue of tenders and my firm/company became successful in securing the subject work through competitive tendering and the work of _____ has been awarded in our favour by Canara Bank, Circle Office, Vijayawada vide their letter ref: _____ dated _____

And where as for undertaking the _____ work, my company has entered into contract agreement with Canara Bank on _____.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dated _____ and in consideration of Canara Bank having agreed to make payments on the bills claimed by me/my company based on the works completed by me/my company in respect of _____ and referred to above,

I hereby undertake to indemnify and keep harmless the Canara Bank & its Architect and its officials/ staff from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which I shall be solely responsible.

Signature of Architect with seal

Selection of Architect for Construction of Branch at Vijayapuri South

PROFORMA G - NON BLACKLISTING LETTER

(To be submitted in the letter head of firm)

To

Assistant General Manager,
General Admin. Section,
Circle Office,
Vijayawada.

Subject: Selection of Architect for Construction of Branch at Vijayapuri South,
Nagarjuna Sagar Dam Project.

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, Public Sector Banks anywhere, anytime.

Should it be observed anytime during currency of the empanelment selection process or during period of empanelment of the work that I / We have been banned, blacklisted or debarred by any of the above Agencies, then I / We agree for forfeiture of our EMD/Security deposit by Canara Bank without any recourse.

Date:
Place:

Signature of Architect with seal

Selection of Architect for Construction of Branch at Vijayapuri South

APPENDIX - I - CLIENT'S CERTIFICATE

Name of Client with full address:

Details of work executed by: Shri / M/s

Sr. No.	Particulars	Remarks
1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8a	Final certified amount of the construction work completed**	
8b	Gross amount paid to the Architect**	
9	Name and address of the authority under whom works executed	
10a	Whether the Architect employed qualified staff?	
10b	Whether the supervision of construction was included in scope of work? If yes, mention period of supervision	
11	i. Quality of work (indicate grading)	Outstanding / Very Good / Good / Satisfactory / Poor
	ii. Amount of work paid on reduced rates	
12	i. Did the Architect go for arbitration?	
	ii. If yes, total amount of claim	

Selection of Architect for Construction of Branch at Vijayapuri South

	iii. Total amount awarded	
13	Comments on the capabilities of the	
	a) Technical Proficiency	Outstanding / Very Good / Good / Satisfactory / Poor
	b) Financial soundness	Outstanding / Very Good / Good / Satisfactory / Poor
	c) Mobilization of adequate T&P	Outstanding / Very Good / Good / Satisfactory / Poor
	d) Mobilization of manpower	Outstanding / Very Good / Good / Satisfactory / Poor

Note: All columns should be filled in properly please tick one of the multiple options.

Signature of the Reporting Officer* with office seal

*Officer of the rank of Asst. Executive Engineer/Divisional/Chief Manager or equivalent

** Amount excluding GST.

(Reports must be submitted in sealed cover addressed to The Assistant General Manager, Premises & Estate Section, Canara Bank Circle Office, Vijayawada)

Selection of Architect for Construction of Branch at Vijayapuri South

APPENDIX - II - CHARTERED ACCOUNTANT'S CERTIFICATE

(In Letter Head of Auditor Firm)

No.

Date:

To

The Assistant General Manager,
General Admin. Section,
Canara Bank Circle Office,
Vijayawada.

Dear Sir,

Tender Reference No. _____

This is to certify that we, _____,
vide our registration No. _____, Auditors of the company/firm
M/s _____ do hereby certify
that, the company/firm has turnover and net profit for last three financial Year **from
the type of work for which the application is submitted** is given as under:-

FY	Assessment Year	Turnover	Net profit after tax
2020-21	2021-22		
2021-22	2022-23		
2022-23	2023-24		

The certificate has been based on information and documents produced before us. (Copy of the certified documents attached for your reference)

Yours faithfully

(Name & Signature with Seal)

For and on behalf of M/s _____ (UDIN: _____)

Place:

Note: This CA Certificate should be on the letter head of the Auditor Firm and should be signed by a competent person of the Firm.

Selection of Architect for Construction of Branch at Vijayapuri South

PROFORMA H - FINANCIAL BID - FEE STRUCTURE

To,

Assistant General Manager,
General Admin. Section,
Circle Office,
Vijayawada.

Name of work: Selection of Architect for Construction of Branch at Vijayapuri South, Nagarjuna Sagar Dam Project

This is with reference to your Notice Inviting offers for selection of Architect 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 consultancy and construction management services for the said work and agree with all the contents of this NIO i.e. Eligibility Criteria, brief details of work, General rules & instructions to the applicants, Method of selection of Architect, 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** as per [clause 5\(a\)](#) of the “Conditions of Contract” :

Fee in figures:(%)

& in words: Percentage

2. **Construction Management fees** as per [clause 5\(b\)](#) of the “Conditions of Contract” :

Fee in figures:(%)

& in words: Percentage

The above fee is exclusive of GST which is payable extra by the Bank and including all other incidental charges and taxes.

Note : For the purpose of evaluation of bids, the cost of project shall be considered as ₹ **51 Lakhs**.

Selection of Architect for Construction of Branch at Vijayapuri South

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:

Place:

Signature & seal of the Architect

(Submit this financial bid in a separate sealed envelope)

Note: For arriving at L-1 price, the block estimate of Rs.51 Lakhs will be considered. The lowest of the sum of item 1) and 2) in the financial bid will be considered for arriving at L-1 Price.

Selection of Architect for Construction of Branch at Vijayapuri South

CHECK LIST OF DOCUMENTS ATTACHED

LIST OF DOCUMENTS/ CERTIFICATES/ ANNEXURES ATTACHED: (Mention if not enclosed)

Document	Enclosed (Yes/No)
Address Proof of Main Office	
Address Proof of Office	
Proof of company/Partnership / proprietary (Please enclose copy of partnership deed/Articles of Association/Memorandum of Association/Affidavit* as Annexure -B)	
ID Proof of Proprietor/ all Partners/all Directors	
Proof for year of establishment	
GSTIN Form GST REG - 06	
Copy of PAN Card of firm/proprietor	
Copy of valid registration certificate from Council of Architecture (COA) or Indian Institute of Architects (IIA)	
Proof of Eligibility Criteria 1: Copies of work orders or satisfactory completion certificate from the clients shall be enclosed (for all 5 years prior to 31.11.2023)	
Annual Turnover from the type of works for which RFP is called for for the last three FY and Annual Profit to be submitted as Chartered Accountant's certificate as per Appendix-II in CA's letter head. Original certificate to be submitted.	
Copy of GRIHA certification for the project undertaken by the firm 5 years prior to 31.03.2024	
Details of Key Personnel in permanent role Employed in your firm	
Details of awards, citations received	
PROFORMA A - DETAILS LIST OF RELATIVES WORKING IN CANARA BANK (In firm's letter head) (Mention Nil in Proforma-A if no relatives are working in Canara Bank)	
PROFORMA B - AUTHORISATION LETTER (In firm's letter head)	
PROFORMA C - CONFIRMATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS (In firm's letter head)	
PROFORMA E - UNDERTAKING LETTER (In firm's letter head)	
PROFORMA G - NON BLACKLISTING LETTER (In firm's letter head)	
PROFORMA - H FINANCIAL BID - FEE STRUCTURE	
Any other relevant document	
Signed copy of all pages of the tender document	