



ಕರ್ನಾಟಕ ವಿಕಾಸ ಗ್ರಾಮೀಣ ಬ್ಯಾಂಕ್

ಕೆನರಾ ಬ್ಯಾಂಕ್ ಪ್ರವರ್ತಿಸಲಾಗುವ ಸರ್ಕಾರಿ ಸ್ವಾಮ್ಯವುಳ್ಳ ಶೆಡ್ಯೂಲ್ಡ್ ಬ್ಯಾಂಕ್

Karnataka Vikas Grameena Bank

A Scheduled Bank Owned by Government- Sponsored by Canara Bank

ಪ್ರಧಾನ ಕಛೇರಿ : ಧಾರವಾಡ

Head Office : Dharwad

Tender Ref No 251/PMD/SMP/2021

Dated 07.10.2021

OFFER DOCUMENT

Architectural Services for designing and construction of new Branch buildings at Bank's own sites located in Mulawad (Vijayapur) and Hosakoti (Bagalkot), Civil/repair works of existing Regional office in Vijayapur and Dhulked Branch in Vijayapur District and Interior furnishing work of existing Head Office Building at Dharwad

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

ISSUED BY

PREMISES MAINTENANCE DIVISION

HEAD OFFICE, Belgaum Road, Dharwad - 580008

Email: pmd@kvgbank.com Website: www.kvgbank.com

Mobile: 9480699016

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NOTICE INVITING OFFERS (NIO)

Karnataka Vikas Grameena Bank proposes to engage the services of reputed and experienced Architectural Consultant having valid registration with Indian Council of Architecture for

- 1) Designing and construction of new Branch buildings at Bank's own sites located in Mulawad (Vijayapur) and Hosakoti (Bagalkot) with carpet area 1200 sft each.
- 2) Civil/repair works of existing Vijayapur Regional office and Dhulked Branch (Vijayapur Dist)
- 3) Interior furnishing work of existing Head Office at Dharwad.

The approximate value of the total work is Rs.2.00 Crores. Offers are invited from eligible & competent architects/architectural firms having valid registration with Indian Council of Architecture (ICOA) for availing their services.

1.	Nature of the document	:	TWO BID CONCEPT
2.	Contents of the offer document	:	<p>A. <i>TECHNICAL BID (First envelope)</i></p> <p>a) Eligibility criteria</p> <p>b) Brief details and objectives of the work</p> <p>c) Requirements of proposed new branch building</p> <p>d) General Rules & Instructions to the Architect</p> <p>e) Method of selection of Architect</p> <p>f) Conditions of Agreement</p> <p>g) Proforma - A, B, D, E, F & G</p> <p>B. <i>FINANCIAL BID (Second envelope)</i></p> <p>Financial bid for the proposed consultancy services in Proforma-C</p> <p>Technical Bid & Financial Bid to be submitted in separate envelopes & these 2 separate envelopes shall be enclosed in a single envelope.</p>
3.	Application Fee (Non refundable)	:	Rs.1,000/- plus GST (payable in DD favouring KVGB Bank, payable at Dharwad)
4.	Earnest Money Deposit	:	Rs. 15,000/- (payable in DD favouring KVGB Bank, payable at Dharwad)
5.	Offer Document	:	Documents can be downloaded from Bank's website www.kvgbank.com
6.	Last Date of Submission	:	<p>Sealed Envelopes to be submitted on or before 24.10.2021 up to 05.00 pm.</p> <p><u>The offer should reach the office of</u></p> <p>The General Manager,</p> <p>Premises Maintenance Division,</p> <p>Head Office, KVG Bank,</p> <p>Belgaum Road, Dharwad - 580008</p>
7.	Date of Opening of Technical Bid	:	Will be opened on 25.10.2021 at 12:00 PM
8.	Financial bids of only the short listed applicants will be opened on a pre-notified date & time, under intimation to such short listed applicants.		

(A) ELIGIBILITY CRITERIA

Sl. No	Criteria	Documents Required
1	The Architect/Consultant should have Graduate/Post Graduate diploma in Architecture/Civil Engineering and should be registered with Council of Architecture	A valid registration certificate from COA
2	The Architect should have minimum of 10 years experience in the field of Interior works, planning, designing and supervising construction of multi-storied commercial / institutional buildings with all services as on 31/03/2021	At least one Order copy & Completion certificates from the customer issued between 01/04/2011 to 31/03/2021
3	<p>The Architect should have provided consultancy services for at least:</p> <p>Three(3) similar works each costing 40% (Rs.0.80 Cr) of project cost OR Two (2) similar works each costing 50% (Rs.1 Cr) of project cost OR One(1) similar work costing Rs 80% (Rs.1.60 Cr) of project cost</p> <p>during the last 7 (Seven) years ending with 31.03.2021.</p> <p>‘Similar work’ means planning, designing and supervising construction of multi-storied commercial / institutional buildings, Interior work and other allied activities for office buildings.</p> <p>‘Consultancy services’ include planning, designing and supervising construction of multi-storeyed (G+1 or more) commercial / institutional buildings, interior works comprising of interior furnishing, modular furnishing, electrical, LAN & telephone, air conditioning, fire alarm, public address system, CCTV works and other allied activities for office buildings.</p>	Order copies and satisfactory completion certificates clearly indicating the cost & nature of work handled and month & year of commencement & completion
4	The Architect must have GST registration number and PAN number	Copies of the registration certificate and PAN card copy shall be enclosed.

5	IT Returns filed for the last 3 years i.e., 2017-18, 2018-19, 2019-20	Copies of the IT return filed shall be enclosed.
6	Turn over should be over and above `15 lakh per year during last 3 years. i.e., 2017-18, 2018-19, 2019-20	Supporting documents shall be enclosed clearly.
7	The Architect/Consultant shall be having an existing running office in Karnataka (preferably in & around Bagalkot / Bijapur/ Dharwad) & should have executed works in Karnataka. Regarding firms which doesn't have an office in the above location, Bank may consider their offer at its discretion.	1. Copy of the registration Certificate/ Trade license of the office to be enclosed. 2. Satisfactory work completion certificate for execution of works as per Sl. No.3 in Karnataka during the last 7 years ending with 31.03.2021.
8	BLACKLISTING / DEBARRED CERTIFICATE Bidders who have been debarred / blacklisted by any of the organization will not be considered.	In this respect, the Bidders shall submit declaration as outlined in Proforma G on their Company Letter headed paper duly sealed & signed

(B) BRIEF DETAILS, SCOPE OF WORKS

1. Karnataka Vikas Grameena Bank (hereinafter known as Employer or Bank) proposes to undertake the following interior works
 - a. Designing and construction of new Branch buildings at Bank's own sites located in Mulawad (Vijayapur) and Hosakoti (Bagalkot) with carpet area of approx.1200 sft each.
 - b. Civil/repair works of existing Vijayapur Regional office and existing Dhulked Branch (Vijayapur Dist)
 - c. Interior furnishing work of existing Head Office at Dharwad.
2. Bank intends to take-up the aforesaid works. These are subject to modification after discussions with the selected Architect/Consultant. The scope of the work to be designed, estimated and supervised includes civil, plumbing, electrical, structural design, landscaping, roads, water supply, sewerage and drainage services etc for construction of new branches in Mulawad (Vijayapur) and Hosakoti (Bagalkot) sites , Civil/repair works of existing Vijayapur Regional office and Dhulked Branch (Vijayapur), Interior furnishing work of existing Head Office at Dharwad, any other services/systems as may be found necessary later for functional requirement of the Head office, Other civil works required for completion of interior works etc.

3. The architect shall take complete responsibility of site inspection, planning, designing, submission of preliminary drawings & project report, preparation of detailed working drawings, tender documents, supervision of the works during execution, certification of contractor's interim/final bills, guiding & assisting the Engineer/Consultant/Architect of landlords/Bank with respect to other civil works required for completion of interior works & getting necessary approvals, if any from concerned authorities for the completion of interior works as detailed elsewhere in the document.
4. For the supervision of works, the architect shall engage a experienced site engineer (Engineering graduate/Diploma holder with minimum 4 years of relevant experience) during the course of the works.
5. The scope of work of any of the above items may be deleted or added by the Bank at its sole discretion and the decision of the Bank will be final in this regard.

C) REQUIREMENTS OF PROPOSED NEW BRANCH BUILDINGS

S.No	Particulars	Approx. Area
1	STRONG ROOM	120
2	STORE ROOM	200
3	TOILET	60

(IV) GENERAL RULES & INSTRUCTIONS TO ARCHITECTS

1. The Architect, on his own expense, shall inspect the site to ascertain the site conditions, constraints to acquaint themselves with the site conditions.
2. The tender/offer is "**TWO ENVELOPE CONCEPTS**" and shall be submitted in two separate sealed envelopes as detailed below:-
 - 2.1 The first envelope (Envelope 1) to be super scribed as "**TECHNICAL BID FOR Architectural Services for designing and construction of new Branch buildings at Bank's own sites located in Mulawad (Vijayapur) and Hosakoti (Bagalkot), Civil/repair works of existing Regional office at Vijayapur and Dhulked Branch at Vijayapur District and Interior furnishing work of existing Head Office Building at Dharwad**". It should contain offer document duly signed in all pages consisting of:
 - a. Application Fee as specified in NIO
 - b. Earnest Money Deposit as specified in NIO
 - c. Eligibility criteria
 - d. Requirements of proposed new branch building
 - e. Brief details and objectives of the work
 - f. General Rules & Instructions to the Architect
 - g. Method of selection of Architect

- h. Conditions of Agreement
- i. Proforma - A, B, D, E, F & G

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

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

2.2 The second envelope (Envelope 2) to be super scribed as **“FINANCIAL BID FOR Architectural Services for designing and construction of new Branch buildings at Bank’s own sites located in Mulawad (Vijayapur) and Hosakoti (Bagalkot), Civil/repair works of existing Regional office at Vijayapur and Dhulked Branch at Vijayapur District and Interior furnishing work of existing Head Office Building at Dharwad”**. It should only contain price offer quoting fee for complete services in Proforma-C.

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

2.3. These above two envelopes put in an outer envelope (Envelope 3) to be super scribed as **“OFFER FOR ARCHITECTURAL SERVICES FOR DESIGNING AND CONSTRUCTION OF NEW BRANCH BUILDINGS AT BANK’S OWN SITES LOCATED IN MULAWAD (VIJAYAPUR) AND HOSAKOTI (BAGALKOT), CIVIL/REPAIR WORKS OF EXISTING REGIONAL OFFICE AT VIJAYAPUR AND DHULKED BRANCH AT VIJAYAPUR DISTRICT AND INTERIOR FURNISHING WORK OF EXISTING HEAD OFFICE BUILDING AT DHARWAD”** should be submitted to the address as detailed in Notice Inviting Offers (NIO).

All 3 envelopes are to be duly sealed. Submission of open envelopes shall make the offer liable for rejection.

2.4. Only original offer documents issued/downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proforma which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract. Necessary details to ascertain the eligibility criteria for short listing shall be furnished in the required format only. The details furnished elsewhere or in the format in deviation from the format required will not be considered.

3. The sealed offers should be submitted to the address as detailed in Notice Inviting Offers (NIO) on or before the time and date stipulated in NIO. If last day of submission of bids is declared a holiday by the Government next working day will be deemed to be the last day for submission of the offer. **No offer will be accepted by email or FAX.**

4. The First envelope (Technical bid) will be opened in the said office on as specified in NIO.
5. The date for opening the Second envelope (Financial bid) will be intimated subsequently only to such firms whose Eligibility, Technical bids are found qualified & suitable. The applicants are requested to participate during the opening of the tender.
6. The tender documents are not transferable.
7. The Architects will be shortlisted for price bid opening based on the details furnished in the Technical Bid. Thereafter, on opening of price bids, preference will be given to the Architect quoting the lowest fees (L-1). If the rates are not considered reasonable, Bank may, if considered necessary, allow him to suitably reduce his rates. The final selection of the Architect will be based on the pre-qualification requirements, past experience and the fees quoted. Decision of the Institute with regard to the selection of Architects shall be final. The Institute reserves the right to reject any or all applications without assigning any reason thereto.
8. All necessary clearances/approvals as may be required from Municipalities/ local authorities have to be obtained before commencing the construction work. It is the responsibility of the Architect to get all such clearances/approvals. As built drawings shall be prepared and submitted to the Institute as and when works are completed. It is the responsibility of the Architect to obtain clearance certificate and occupation certificate from Municipality/local authorities. However, Institute will sign necessary documents if any as may be required from the Institute's side and statutory payments if any made on behalf of Bank to the local authorities will be reimbursed by the Bank against submission of original receipts. All other incidental expenses, follow up charges shall be borne by the Architect.
9. Architect shall follow IBA guidelines and CVC guidelines as may be applicable while handling the project and shall not violate any basic guidelines which are detrimental to the progress and completion of the project.
10. The Architect/Consultant who is finally selected will have to enter into an agreement with the KVGB in the format attached. This format gives the detailed scope of the architect's services at different stages, the fees payable on completion of each stage and other terms and conditions.
11. No costs incurred by the applicant for applying, for providing necessary documents/ clarifications or for attending discussions or site visits will be reimbursed by the BANK. Canvassing in connection with the offer is strictly prohibited.
12. All fees shall be quoted on the proper form. Quoting of fees different from prescribed in this document will be liable for rejection. **The fees quoted shall be inclusive of all fees / charges payable to the associate consultants, Income tax (TDS) but exclusive of GST.**
13. **The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of an offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.**
14. Offers which are incomplete in any respect are liable to be rejected.
15. At any stage of the tender if any information submitted by any of the bidders is found incorrect, the offer of the concerned bidder shall be summarily rejected.
16. The applicant shall furnish the list of his relatives working in the KVG Bank with their present place of posting in the **Proforma E.**

17. The offer shall remain open for acceptance for a **period of 90 days from the date of opening**. No offer can be modified or withdrawn by the Architect after submission of the Bid.
18. The Architect or their authorized representatives with an authorization letter as per **Proforma F** are requested to be present during the opening of the bids. If any of the Architect or all the Architects who submitted are not present during the specified date and time of opening it will be deemed that such Architect is not interested to participate in the opening of the Bid/s and the Bank will proceed further with opening of the technical bids / financial bids in their absence.
19. It will be obligatory on the part of the Architect to tender and sign the offer documents for all the component parts and that, after the assignment is awarded, he / they will have to enter into an agreement for each component with the Bank.
20. The successful Architect shall execute the agreement on a stamp paper of appropriate value within 14 days from the date of acceptance of the tender and until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the Architect and the Bank/ Employer.
21. On acceptance of the offer, the name of the accredited representative(s) of the Architect who would be responsible for taking instructions from the Bank / Employer shall be communicated to the Employer.
22. Conditional offers shall be summarily rejected.
23. The architect shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer.
24. In case of other un-qualified Architect, the sealed price bid shall be returned.
25. The Bank reserves the right to modify any or all of the Eligibility criteria.
26. The Bank reserves right to cancel the tender at any stage without assigning any reasons thereof.

(E) METHOD OF SELECTION OF ARCHITECT

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

(VI) CONDITIONS OF AGREEMENT

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 Karnataka Vikas Grameena Bank which expression shall unless excluded by or repugnant to the context include its representative.
- (iii) 'Bank's representative' means the **General Manager, Karnataka Vikas Grameena Bank, HO Dharwad** or any person authorised by him as in charge of the work and would sign the agreement on behalf of the Karnataka Vikas Grameena Bank.
- (iv) "Architect" means M/s. _____ or their assigns or successors in office and their authorised representative engaged by the Bank for supervising and managing the project.
- (v) "Contractor" means the person, firm and / or Company whose tender/tenders for the proposed work/s is/ are accepted by the Bank and includes the contractor's personal representative, successors and assigns.
- (vi) "Work/ Project" shall mean the proposed subject work at the subject premises.
- (vii) "Site" means the subject premises.
- (viii) "Site engineer" shall mean the engineer appointed by the architect.

STATUTORY PERMISSIONS

The architect shall guide the Bank in getting necessary approvals if any required from the concerned authorities for the completion of the interior works.

ROLES & RESPOSIBILITIES

PRELIMINARY STAGE:

- a. Obtain the input data from the Bank Officials regarding the facilities & amenities to be created in the proposed building as per the scope of works as detailed above, Prepare floor plans with required number of toilets in each floor, Conference hall, VC room, seating arrangement showing the location of cabins, work stations, file storage compactors etc. Preliminary planning of all internal utility services like electrical, air conditioning, fire-fighting, acoustics, indicating scope, specifications and costs separately of such sub-heads shall include. All services designs shall be in accordance with the latest IS Codes of practice and/or the codes of practice applicable in the area, Town, City where the work is located. Such detailed work outs and computations of all designs shall be made available to the Bank along with drawings. Architect shall indicate the names of his consultants for various services, their organization, qualifications and experience and get the approval of the Bank to their employment by Architect. Architect shall be fully responsible for the

correctness and accuracy of services designs and the safety of the same shall be entirely that of Architect notwithstanding the approval by the Bank of these designs. Architect and his consultants shall certify in writing that the designs are in accordance with the up-to-date and relevant codes of practice.

- b. Assist bank in pre-qualification of Contractors for various category of works by preparing the comparative charts along with their recommendations for pre-qualifications and as well as for rejection of the applications of contractors, if any.
- c. Obtain approval of the floor plans and scheme of works, materials specifications to be adopted in the works from bank authorities. Prepare detailed Estimates, Bill of Quantities and Specifications for all categories of works.
- d. After getting the approval from bank, prepare tender documents for various categories of works, assist bank in inviting the tenders and prepare the rate tenders comparative statements and recommending the award of works in various categories. Submission of rates of materials and labour for major items costing about 90% of the cost, evaluation of commercial and other conditions stipulated by tenderer, to assist the Bank in the negotiations, if any with contractors and the final selection of the contractor, prepare and complete execution of four copies of contract documents for all trades including drawings, specification etc. complete.
- e. Overall supervision of all works during execution of works, coordinating with Bank authorities and various contractor agencies, arranging and attending site meetings to ensure smooth progress of works as per designs. It is also necessary to suggest planning the type of electrical fixtures, Air-conditioner units like Centralized, Split AC etc for various areas indicated above and drawings shall show the location of such fixtures, routing of the ducts, cables, power & UPS wiring to match / suit the proposed interiors. Programming of works by PERT/CPM/Bar charts, incorporating all activities from planning till completion of the Works. Supply the contractors such further drawings, specifications and details which may be required for proper execution of the Work.
- f. Certification of bills of contractors, recording of detailed measurements of works jointly with the representative of the Bank, recommendation for payment of bills to bank for various works. Advising Bank and contractor sufficiently in advance to enable him to get permits, quota certificates, licenses, if required.

4.2 SUPERVISION BY ARCHITECT

Supervision services to be provided by the Architect will include:

1. Check and approve shop drawings submitted by the contractor (if any).
2. Give necessary on site supervision and inspection regularly.
3. Have effective control over quantities and cost of various trades, advise BANK sufficiently in advance with justification if the total of sanctioned expenditure on various item of work is likely to be exceeded.
4. Advise BANK if the contract time is likely to be varied and reasons thereof.
5. Advise BANK on changes, if necessary, for technical reasons.
6. Check contractor's application for payment, evaluation of work completed for interim and final payments and issuing certificates for authorizing payment. Such certificates shall show details of quantities of various items of work which shall be check measured by the Architect in each running bill and certified, abstract of quantities, rates and costs and shall

indicate

separately advances of materials, if any, or any other advances, recoveries of advances, recoveries of materials used and issued with theoretical consumption and actual consumption for each bill, gross and net amounts payable and shall be specifically certified by the Architect about its correctness and that the work included for payment is as per approved drawings and specifications and measurements have been checked of each item. The Architect shall grant such certificates on the understanding that he shall be held personally responsible for any over-payment, temporary or otherwise, which may occur in consequence thereof or any defective work.

7. Certify accounts of work, materials etc.
8. Certify the final completion of work.
9. Assist the Bank in arbitration, litigation case that may arise out of the contract entered into in respect of the above work.
10. Guiding the Engineer/Consultant/Architect of landlords with respect to other civil works required for completion of interior works.

ADDITIONS AND ALTERATIONS:

- a. The BANK shall have the right to request in writing changes, additions, modifications or deletions in the design and drawing of any part of the work and to request in writing additional work in connection there with and the Architect shall comply with such request.
- b. That if the BANK deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the Architect for making changes and additions to the drawings, specifications and other documents due to rendering major part of whole of his work in fructuous, the Architect may then be compensated for such extra services and expenses on quantum merit basis at percentages applicable under this agreement and to be determined mutually unless such changes, alteration are due to consultants own commission and / or discrepancies including changes under clause 4.1 (a) and (d) due to changes required by Architect of all internal, external services. The decision of the BANK shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Architect. However for the minor modification or alteration which does not affect the entire design, planning etc., no such amount will be payable.
- c. If it is found after call of tenders that the tender is not within the sanctioned amount, the Architect shall if so desired by the BANK take steps to carry out the necessary modifications in the design and specifications to see that the tendered cost does not exceed the amount of corresponding sanction by more than 10%. The Architect shall not be paid anything extra for such modification. If the BANK is convinced that the trend of market rates is such that the work cannot be done within the amount of sanctioned estimate, the Architect shall submit a revised estimate expeditiously for obtaining sanction of the competent authority.
- d. The Architect shall also prepare the necessary draft letters for any major changes for BANK's approval and execution in accordance with the contract documents and shall have authority to order minor changes in the work not involving any adjustment of the contract sum or any adjustment in contract time and which is not inconsistent with the terms of contract documents.
- e. The Architect shall not make any material deviation, alteration, additions to or omission from the work shown and described in the contract documents except for structural safety and emergencies, without first obtaining the written consent of the BANK.

f. All extra items, omissions deviations and substituted items and their proposed rates shall be brought by the Architect to the notice of the BANK and supported by analysis of rates, statement of financial benefit, if any, to the contractor and BANK's approval shall be obtained before authorizing the contractor to execute them, except up to the total cost of Rs.

10,000/- where it is expedient to take such decisions and get them ratified by the BANK.

g. The cost of individual works shall not exceed the sanctioned estimate as approved by the BANK. BANK's approval in advance shall be taken for any such increase anticipated giving full justification.

PENALTY: The time allowed for carrying out the work shall be deemed to be the essence of the contract on the part of the Architect. The work shall throughout the stipulated period of the contract be processed with all diligence and in the event of failure of the Architect to complete the work within time schedule as specified above or subsequently notified to him, the Architect shall pay as compensation amount equal to 0.5 (half) per cent or such smaller amount as the BANK may decide on the total fee payable to the architect for every week that the work remains unfinished after the specified date subject to a maximum of 10%.

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

ABANDONMENT OF WORK:

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

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

TERMINATION:

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

ARBITRATION

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

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

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

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

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

NUMBER OF DRAWINGS SETS ETC. AND COPY RIGHT:

All the estimates, details of quantities, detailed design, reports and any other details envisaged under this agreement including detailed drawings for the scope of works as detailed in III c) above should be supplied by the Architect without any extra cost. *Apart from submitting the hard copies, soft copies of all the drawings, details, designs shall also be submitted to the BANK for BANK's record & future e reference at no extra cost.*

- a. Two sets of all drawings for contractors of various trades
- b. Two sets of all drawings for clerk of works/Site Engineer
- c. One set of drawings for all consultants, whether employed by the Architect or the BANK.
- d. Two sets of all drawings to the BANK.
- e. Two sets of final completion drawings including structural and services drawings with all amendments, services identification marks and layouts of all services to the BANK, along with one complete set of final structural and services design with calculation. One complete set out of this shall be reproducible copy on A 1 size. Cost of supplying copies of drawings over and above the above sets shall be reimbursed by the BANK. All these drawings will become the property of the BANK and the BANK will have the right to use the same anywhere else. The drawings cannot be issued to any other persons, firm or authority or used by the Architect for any other project. No copies of any drawings or documents shall be issued to anyone except the BANK and its authorized representative.
- f. If any changes are made in the drawings already issued, whether by the Architect or as required by the BANK, additional copies of drawings as mentioned in (ii) to (v) above, shall be issued.

16. GUARANTEE

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

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

17. DETERMINATION OR RECESSION OF AGREEMENT:

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

- i. If the Architect being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a (Manager on behalf of the creditor shall be appointed or if circumstances shall 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.

- ii. If the Architect is not pursuing the project with due diligence within the time lines committed or commits breach of any of the terms of the agreement and when the Architect has made himself liable for action under any of the cases aforesaid the BANK shall have powers:
 - a. To determine or rescind the agreement
 - b. To engage another Architect to carry out the balance work debiting the Architect the excess amount if any so spent.
- 18.i) The BANK may have the work inspected at any time by any officer nominated by the BANK who shall be at liberty to examine the records check estimates, designs and verify measurements and the quality of work.
 - ii) The appointment of BANKs own supervisory staff if any, does not absolve the Architect of his responsibility of supervision. The Architect shall remain solely responsible for the quality of material, workmanship, technical soundness of designs and construction and for all provisions of the contract so as to satisfy the particular requirement of the specifications.
- 19.(a) The Architect shall be fully responsible for the technical soundness of the work and furnish a certificate to that effect including the work of consultants and specialist engaged, if any, by him and also ensure and give a certificate at every bill stage that the work is carried out strictly in accordance with drawings and specification.
 - (b) The Architect shall supply to the supervising staff, if so engaged by the BANK, copies of all documents, instructions issued to contractors relating to the work drawings, specifications, bills of quantities and also other documents as may be required for proper supervision, free cost.
20. All instructions to the contractor affecting the rules and provisions of contract shall be issued by the Architect in writing after obtaining proper approval in writing of the BANK and copies of such instructions shall simultaneously be supplied to the BANK.
21. The Architect shall be required to maintain his own accounts for certifying the contractor's bill and progress of work etc. These shall be properly handed over to the BANK before final payment under this contract.
22. The Architect hereby agrees that the fees to be paid as provided herein (clause 5) will be in full discharge of function to be performed by him and no claim whatsoever shall be against the BANK in respect of any proprietary rights or copy rights on the part of any other party relating to the plans, models and drawings.

The Architect shall indemnify and keep indemnified the BANK against any such claims and against all cost and expenses paid by the BANK in defending itself against such claims.
23. Notwithstanding the completion of the work as per Agreement entered hereto, the Architect agrees and undertakes the responsibility to suitably reply to the BANK's queries that may be raised by any authorized inspection agency of the BANK or the Government.
- 24(a) In case it is established that due to fault of Project Architect or external agencies / consultant appointed by the Architect, if the BANK has to pay any extra amount due to over-run of the Project, over measurements - faulty description of tender item or any other lapse on the part of project architect necessary recovery may be effected from the Project Architect/Consultant's fees as per provision of Section 73 of Indian Contract Act 1872 under section 30 of Architects Act 1972 (Central Act No.20 of 1972) and/or project Architect/Consultant may be debarred from employment for specified period and/or black listed depending on gravity of the lapses on the Project Architect.
 - (b) If work carried out by the Project Architect or consultants appointed by Architect is found to be sub-standard or un-duly delayed on his account, the concerned BANK should report to IBA, misbehaviour of the Project Architect and IBA in turn should inform all the member

BANKs, after examining veracity of the BANK's version, not to deal with such Project Architect by way of punishment to him”

25. APPLICATION FEE: Application fee (non refundable) of Rs.1,000/- plus GST is payable in form of DD favouring KVGB Bank, payable at Dharwad. As per Govt guidelines, application fee is exempted for units registered as MSME with competent registering authority. Relevant certificate has to be mandatory enclosed along with technical bid. Offers received without application fee and not accompanying exemption certificate shall be rejected.

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

PROFORMA - A

“CONFIRMATION FOR ACCEPTANCE OF THE OFFER”

The General Manager,
Premises Maintenance Division,
Head Office, KVG Bank,
Belgaum Road, Dharwad - 580008

Architectural Services for designing and construction of new Branch buildings at Bank's own sites located in Mulawad (Vijayapur) and Hosakoti (Bagalkot), Civil/repair works of existing Regional office in Vijayapur and Dhulked Branch in Vijayapur District and Interior furnishing work of existing Head Office Building at Dharwad

1. I/We have read and examined the Notice Inviting offer, the draft agreement to be entered with and understood all its contents and all other relevant particulars.
2. I/We are fully qualified to provide the professional consultancy services to the said work and have understood the scope of services, terms and conditions, BANK's time schedule.
3. I/We are enclosing along with this offer application fee of Rs.1,000/- plus GST and Earnest Money Deposit of Rs.15,000/- in form of DD favouring Karnataka Vikas Grameena Bank, payable at Dharwad
OR
I/We are registered as Micro/Small/Medium enterprise and are exempted from paying application fee & EMD. I/we are enclosing relevant certificates in support of exemption.
4. I/We are agreeable to extend our professional services for the subject project and the professional charges have been conveyed in **"Proforma -C"** furnished.
5. I/We fully understand that you are not bound to accept the lowest or any offer you may receive.
6. I/We agree that until a regular agreement is executed, this document with the BANK written acceptance thereof shall constitute a binding contract between us.

DATE:

Signature of the Architect.

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

PROFORMA - B
“APPLICATION FORMAT”

Architectural Services for designing and construction of new Branch buildings at Bank’s own sites located in Mulawad (Vijayapur) and Hosakoti (Bagalkot), Civil/repair works of existing Regional office in Vijayapur and Dhulked Branch in Vijayapur District and Interior furnishing work of existing Head Office Building at Dharwad

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

Telephone No.

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

(b) Office Address :

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

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

II)

III)

c) Year of establishment :

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

4 . Registration with Tax Authorities :

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

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

c) Registration Number with Council of Architects:

d) GST registration details :

5. Names of the Bankers with address :

I)

II)

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

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

Note: Indicate only Professional fees and not cost of works

SNo.	Year	Turnover
1	2017-18	
2	2018-19	
3	2019-20	

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

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

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

1)

2)

3)

9. Details of the works executed during last 7 years upto 31/03/2021 (meeting eligibility criteria No.3) for which consultancy services were provided

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

Note: Copies of client's satisfactory completion certificates shall be enclosed.

10. Key personnel permanently employed in your organization:

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

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

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT NUMBERS

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

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

DECLARATION

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

Place :
Date :

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANISATION

PROFORMA-C
“FINANCIAL BID - FEE STRUCTURE”

To, (To be submitted in separate sealed ENVELOPE)

The General Manager,
Premises Maintenance Division,
Head Office, KVG Bank,
Belgaum Road, Dharwad - 580008

Architectural Services for designing and construction of new Branch buildings at Bank’s own sites located in Mulawad (Vijayapur) and Hosakoti (Bagalkot), Civil/repair works of existing Regional office in Vijayapur and Dhulked Branch in Vijayapur District and Interior furnishing work of existing Head Office Building at Dharwad

With reference to the tender invited by you, I/We hereby offer to provide architectural/professional services for **designing and construction of new Branch buildings at Bank’s own sites located in Mulawad (Vijayapur) and Hosakoti (Bagalkot), Civil/repair works of existing Regional office in Vijayapur and Dhulked Branch in Vijayapur District and Interior furnishing work of existing Head Office Building at Dharwad.**

Our professional fees will be% of accepted tender cost or actual cost of the project whichever is less. - Service tax as applicable will be claimed extra.

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

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

I/We have inspected the site and read the instructions with all stipulation to which I/We agreed to comply. Our services will be in accordance with Clause 2 of the Agreement Format attached to the Tender document.

Should the tender be accepted, I/We hereby undertake to execute and sign the necessary agreement as per format attached to the Tender document. I/We agree to pay all the charges for preparation of the agreement and fees and stamp duty for the same

The offer shall remain open for acceptance for a **period of 90 days from the date of opening**. No offer can be modified or withdrawn by the Architect after submission of the Bid.

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

Date:

Signature of the Architect

Place:

PROFORMA D

AGREEMENT WITH THE ARCHITECT

THIS AGREEMENT made at on day of BETWEEN Karnataka Vikas Grameena Bank having its Head Office, Belgaum Road, Dharwad 580008 , Karnataka State. (hereinafter called “the Employer”) on the ONE PART and M/s ----- hereinafter called “the Architect” on the OTHER PART. WHEREAS the Employer is desirous of undertaking construction of new Branch buildings at Bank’s own sites located in Mulawad (Vijayapur) and Hosakoti (Bagalkot), Civil/repair works of existing Regional office in Vijayapur and Dhulked Branch in Vijayapur District and Interior furnishing work of existing Head Office Building at Dharwad and WHEREAS the Employer is desirous of appointing the Architects for the purposes of the same.

NOW THIS DEED WITNESSETH and the parties hereto hereby agree as follows:

1. The employer agrees to pay the Architects as remuneration for the professional services to be rendered by the Architects in relation to the said project particularly for the services hereinafter mentioned, a fee calculated at--- % of the actual cost of work/accepted tender cost whichever is less. The said fee being hereinafter called as “Basic Fee”. In case there is an escalation in the actual project cost over the accepted tender cost, the payment to the Architect shall be worked out as below provided the escalation is not on account of any delay or default on the part of the Architects:

- a. 100% of the Basic Fee on the accepted tender cost plus
- b. 50% of the Basic Fee on the escalated cost over & above the accepted tender cost.

Subject to a ceiling of 110% of the Basic Fee worked out on the accepted tender cost.

2 i) **The entire project is expected to be completed within a period of 06 months from the date of appointment of the Architect.** The Architect is, therefore, required to plan and schedule the various activities involved in the project execution, including obtaining approvals and clearances from various authorities, in such a way that the entire project is completed within this period of 06 months.

ii) The architects shall take the Employers instruction, prepare sketch designs, make approximate estimate cost by cubic measurements or otherwise, prepare drawings sufficient for making applications for building or other licenses to town planning/local authorities or for other approvals, prepare working drawings, prepare structural drawings, prepare specifications, prepare bills of quantities and detailed estimate with rate analysis, prepare tender documents, advise on preparation of a panel of contractors to be invited for tendering, assist in obtaining tenders, advise on tenders received, prepare contract documents, nominate and instruct consultants (if any), coordinate activities of consultants with the local Architects/PMC if and as applicable, prepare such further details and particulars as are necessary for the proper carrying out of the works, advise the Employer

on technical and financial implication on the deviation / amendments (if any), from the approved scheme and give general supervision, subject to stipulation below:

- a) Taking the employers instruction, visiting the site, preparing the sketch designs which shall be in accordance with local governing codes/ standards, regulations, etc.(including carrying out necessary revisions till the sketch designs are finally approved by the Employer), making approximate estimate of cost by cubic measurements, square meter, or otherwise and preparing reports on the scheme so as to enable the Employer to take a decision on the sketch designs.
- b) Submitting a proper PERT CHART / Bar-Chart incorporating on the activities required for the completion of the project well in time, i.e. preparation of working drawings, structural drawings, detailed drawings, calling tender etc. The program should also include various stages of services to be done by the consultants in co-ordination with the Architect.
- c) Submitting required drawings to the Municipality and other local authorities and obtaining their approval.
- d) Preparing architectural working drawings, structural calculations and structural drawings, lay-out drawings for water supply and drainage, electrical installations, Telephone installations, etc., detailed estimates and all such other particulars as may be necessary for preparation of bill of quantities.
- e) Preparing pre-qualification documents.
- f) Preparing detailed tender documents for various trades viz., general building work and specialist services/works such as water supply and sanitary installation, electrical installation, fire- fighting works lifts and interior furnishing works such as counter, partition works, which is required to complete the project etc., complete with articles of agreement, bill of quantities, including detail analysis of rates based on market rates, time and progress charts, etc.
- g) Preparing tender notices for issue by Institute for inviting tenders from pre-qualified/ short-listed parties on behalf of Institute, or call for tender in two bid system as the case may be for all trades and submitting assessment reports there on, together with recommendations specifying abnormally high and low rated items. Preparing contract documents for all trades and getting them executed by the concerned contractors.

The assessment report shall be based on proper analysis of rates with constants from an approved standard hand book and market rates of materials and labour for major items of works costing about 90% of the estimated cost of the work.

All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not.

When conditions are not susceptible of evaluation, the alternative procedure of calling all the tenderers for negotiations and asking them to submit a final bid based on the terms and conditions acceptable to the Institute may be adopted.

h) Preparing for the use of the Employer, the contractor and site staff, 4 copies of contract documents for all trades including all drawings, specifications, and other particulars. Preparing such further details and drawings as are necessary for proper execution of works.

i) Assuming full responsibility for supervision and proper execution of all works by general and specialist contractors who are engaged from time to time, including contract over quantities during the execution to restrict variations, if any to the minimum.

j) No deviations or substitutions should be authorised by the Architect without working out the financial implications, if any, to the contractor and obtaining approval of the Institute. However, where time does not permit and where it is expedient, the Architect may take decisions on behalf of the Institute, the total cost of the item/deviation of which should not exceed Rs.10,000/-. This deviation shall be got subsequently ratified from the Institute duly justifying his action at the earliest.

k) Working out the theoretical requirement and actual consumption of cement and steel and any other material specified for each bill.

l) Employ a full time/ temporary site Engineer for supervision of construction of the particular project and guiding the site engineer as required.

m) Checking measurements of works at site. Checking contractor bills, issuing periodical certificates for payments, and passing and certifying accounts, so as to enable the employer to make payments to the contractors and adjustments of all accounts between the contractors and the Employer. Architects shall assume full responsibility for all measurements certified by them. It is mandatory on the part of Architect to check the measurements of various items to the extent of at least 25% of each item of work claimed, in each running bill and to certify the bills as per IBA guidelines as follows:

Certified that the various items of work claimed in this Running bill/final bill by the contractors have been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully conforming to the standard/prescribed specifications and drawings. We further certify that we have checked the measurements to the extent of per cent but not less than 25% of each item claimed in this bill. Hence the bill is recommended for payment of Rs.....

(Signature of the Architect)

Date:.....

The Architects shall endorse the above certification in the relevant measurements books also.

n) Submitting a detailed account of steel, cement and any other material that the employer may specify and certifying the quantities utilized in the works.

o) Obtaining final building completion certificates and securing permission of municipality and such other authority for occupation of the building and assisting in obtaining refund of deposit, if any, made by the employer to the Municipality or any such other authority.

p) Appearing on behalf of the Employer before the Municipal Assessor or such other authorities in connection with the settlement of the ratable value of the Building and tendering advise in the matter to the employer.

q) On completion of the project, prepare “as made” completion drawings of Architectural, structural, water supply and drainage work, and electrical and other services along with a brief report on the project and relevant structural design calculations and submitting 4 copies of the same for the records of the employer.

Further, the Architect shall verify and confirm that identification marks are made on all service installations/cables/wiring etc. for easy identifications to carryout maintenance jobs.

r) The Architect shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over for occupation to the employer.

s) The Architect shall assist the Institute in all arbitration proceedings between the contractors and the Institute and also defend the Institute in such proceedings.

t) The Architect shall furnish one complete set of structural designs, calculations and structural drawings for the Institute's record.

u) The Architects shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work is being executed in accordance with the working drawings and specification aforesaid and that the work is free from defects and deficiencies. The Architect's responsibility will continue during the defects liability period of twelve months for getting defects, if any, to be removed by the contractors and they shall give a “NO OBJECTION CERTIFICATE” at the end of the defects liability period for refund of the balance retention money to the contractors.

v) Whenever the work is examined by the Chief Technical Examiner of the Central Vigilance Commission and if he brings to the notice any defective or substandard work or any irregular / excessive payment to the contractors the Architects shall take necessary action to get the defects rectified and/or recover the irregular payments and also shall assist the Employer to reply to the Chief Technical Examiner's queries.

In case of disputes with contractor(s) or dispute arising out of the said project execution as well as in matter of attribution pertaining to project,

w) the Architects shall assist the Employer from time to time by drafting replies in consultation with legal advisers and protect interest of the Employer.

x) To incur all fees and expenses payable to Municipality / Corporation / Sanctioning authority for obtaining all sanctions, clearances, occupancy certificate etc to enable BANK to occupy the building. BANK will reimburse expenses incurred subject to production of proof of payment.

y) Any other services connected with the works usually and normally rendered by the Architect, but not referred to here in above.

iii) When work is executed wholly or in part with old materials or where materials, labour or carriage is provided by the Employer, the percentage shall be calculated as if the work had been executed wholly by the contractor supplying all labour and materials.

iv) No deduction will be made from the Architects' fee on account of liquidated damages or such other sums withheld from the payments due to the contractor.

3. For travel outside the Headquarters, except for travel to the work site and back, the Architects shall be paid as follows:

a. For Partners, Associates, Senior Architects and Consultants within the entitlement of Senior Management of the Institute.

b. For other staff, within the entitlement of Middle Management of the Institute.

4. Apart from such copies of drawings as are required for submission to the local authorities, the Architects will supply additional copies of drawings free of cost, as follows:

i) Two sets of all drawings for contractors

ii) Two sets of all drawings for clerk of works/site engineer.

iii) One set of all drawings for Consultants, if any.

iv) Two sets of all drawings and one set of completion drawings with all amendments incorporated, to the Employer.

v) The Architect shall furnish a completion plan of the Building/Structures including all services on completion of the project, along with a complete set of design calculations and structural drawings to form a permanent record for the Institute to be consulted in case of any future additions/alterations at a later stage. Effort must be made to use the existing foundations (already constructed earlier) to the maximum extent possible in the layout of the building.

The cost of supplying copies of drawings over and above the sets mentioned above shall be reimbursed by the Employer to the Architects.

5. For survey of land, where necessary and prepare a survey plan to a suitable scale, which shall give all relevant dimensions and show the boundary lines, contours at suitable intervals, existing buildings, trees and other landmarks. Architects shall be paid separate fees for the work to be mutually agreed.

6. The Employer shall pay to the Architects their basic fee in the following manner:

- i) On the completion of sketch design and preliminary estimates - 10%.
- ii) On completion of sufficient drawings and particulars for applications to be made to Town Planning/local authorities for approval and processing the same - 15%.
- iii) On Completion of detailed architectural working drawings and structural drawings (sufficient for preparing detailed estimates of cost) - 35%.
- iv) On preparation of detailed estimates, preparation of tender documents and advising on tenders received finalization and award of all contracts, including specifications and handing over constructional drawings to contractor - 50%.
- v) For inspection and day-to-day supervision, quality surveillance, recording and checking measurements, checking of bills and all other project management services including preparing other details and drawings as may be required during execution along with variation control - 95%.
- vi) Issue of completion certificate, obtaining occupation certificate from local authorities and completion of Defect Liability of period of all contracts - 100%.

Notes:

- a. The fees as stated hereinabove will also be applicable to services.
- b. The fees as stated hereinabove will be adjusted on the basis of the latest available estimated cost or if tenders have been received then on the accepted tendered cost. For stage (v) progressive payment will be made on the basis of cost of works done.
- c. The final installment of fees shall be adjusted on the basis of actual cost of works, subject to the stipulation and ceiling given in clause 1 herein before.
- d. The fee agreed is inclusive of responsibilities of carrying out reasonable modifications in approved designs and drawings, if any, required during execution of work due to unforeseen site conditions, requirements of local bodies or any other unforeseen reasons.
- e. All running Payments shall be treated as advance payments and shall be adjusted against final fee payable. For claiming the payment consultant shall submit necessary bills in duplicate with supporting details. Payments due to consultant will ordinarily be made within one month of submission of bills of the corresponding stage after satisfactory performance.
- f. An amount @ 5% (five percent of each running bill shall be deducted progressively towards security deposit for fulfilling the terms of contract faithfully and honestly. The security deposit will be refunded on completion of Defect Liability of period of all contracts. The Architect's responsibility will continue during the defects liability period of twelve months for getting defects, if any, to be removed by the contractors and they shall give a "NO OBJECTION CERTIFICATE" at the end of the defects liability period for refund of the balance retention money to the contractors.

7. i) The Architect shall give total supervision with complete execution responsibility, in case he is engaged for supervision as well, as mentioned in para 2(ii) before.

ii) The employer may employ a local Architect or Consulting Engineer if required to assist the Employer to :

a. Study drawings submitted by the Architects at different stages and point out any discrepancy therein and suggest any amendments to suit site or local conditions or local building bye-laws or for any other reason and the Architect shall give such details and clarifications as may be required or shall modify the drawings if so required by the Employer.

b. Co-ordinate all construction activities including supervision and measurement at site and keep the Employer informed regarding progress of the work by submitting regular progress reports.

c. Check the quality and quantity of work done at site.

However, employment of any such local Architect or Consulting Engineer shall not absolve the Architects of any of their duties and responsibilities as laid down in this agreement.

iii) The Architects shall not make any material deviation, alteration, addition or omission from the approved design without the knowledge and consent of the Employer.

iv) Copy right in all drawings and in the works executed from them will remain with Bank-

v) The fees and charges payable to the Architects shall be in accordance with the Scale of Charges (Clause 6).

8. The Architects shall engage qualified and competent/reputed Structural, Electrical, Water Supply & Plumbing, and Air conditioning Consultants to assist them in the preparation of design and details for these services. The Consultants will be appointed with the approval of the Employer. The fees payable to these Consultants shall be borne by the Architects out of the fees received by them. The Architects shall be fully responsible for the design and soundness of the works of such Consultants and shall also co-ordinate the activities of various consultants and local Architects.

9. In case where the Architects perform partial services for any reason other than the Architect's own default, including the abandonment by BANK, deferment, substitution or omission of any project and/or works, or part thereof, and if the services of the Architects are terminated, the charges in respect of the services performed shall be as follows:

Payment will be made in accordance with Clause 6 hereinabove written for the stages that have been completed. For the incomplete stage, payment will be made with due regard to all relevant factors.

10. In case of any dispute between Architect and PMC/other agency, the matter shall be referred to the employer whose decision shall be final and binding on all parties.

11. In case it is established that due to fault of Project Architect the Institute has to pay any extra amount due to over-run of the Project, over ,measurements - faulty description

of tender item or any other lapse on the part of Project Architect necessary recovery may be effected from the Project Architect/ Consultant's fee as per provision of section 73 of Indian Contract Act 1872 under section 30 of Architects Act 1972 (Central Act No.20 of 1972) in addition to the architect being debarred/black-listed depending on the seriousness of the lapses. BANK may also report such cases to the Council of Architecture or other professional bodies for such action as deemed fit.

12. TIME SCHEDULE:

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

SL. NO.	ACTIVITY	TIME DURATION
1	Site inspection & submission of preliminary drawings & project report for the scope of works	10 days from the date of receiving the work order
2	Preparation of detailed working drawings for the scope of works and submission of detailed estimate of works.	10 days from the date of approval of the preliminary drawings & project report by bank.
3	Preparation of tender documents for the scope of works along with detailed drawings for floating the tender	10 days from the date of clearance from bank to proceed with the tender process.
4	Actual execution of the works as per the scope of works	06 months from the date of award of particular work or handover of site, whichever is later
5	Certification of contractor's interim / final Bills	07 days for interim bills 15 days for final bill with verification of all measurements.

13. PENALTY: The time allowed for carrying out the work as specified in clause 9, shall be deemed to be the essence of the contract on the part of the Architect. The work shall throughout the stipulated period of the contract be processed with all diligence and in the event of failure of the Architect to complete the work within time schedule as specified above or subsequently notified to him, the Architect shall pay as compensation amount equal to 0.5 (half) per cent or such smaller amount as the BANK may decide on the total fee payable for every week that the work remains unfinished after the specified date subject to a maximum of 10%.

14. In the event of any dispute, difference or question of arising out of or touching or concerning this agreement or the execution of the project, the same shall be referred, at the option of either party (Employer or the Architect), to the arbitration of a sole Arbitrator mutually agreed upon, and in default of such agreement to the arbitration of two arbitrators, one each appointed by the two parties; who in default of mutual agreement may in turn appoint an umpire. The arbitrator or arbitrators or umpire, as the case may be, will be Fellows of the Indian Institute of Architects or Fellow of Institute of Engineers (India). Such submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. The award of the arbitrator(s) or umpire, as the case may be, shall be final and binding upon the parties.

15. This agreement can be terminated by either party on giving 3 months" notice normally. However, in exigent circumstances, the services of the Architect can be terminated by giving notice of lesser period.

16. In the event of the Architects failing to undertake the work in terms of agreement or in the event of any breach of the terms and conditions of this agreement, notwithstanding any other remedies available as per terms of this agreement, the Architect/ Consultant shall be liable to pay liquidated damages up to a maximum of 10% of agreed professional fees payable to him in terms of this contract.

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

I. If the Architect being a company shall pass a resolution or a 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.

II. If the Architect, in the opinion of BANK, is not pursuing the project with due diligence and/or within the time lines committed.

III. If the architect commits breach of any of the terms of the agreement.

When the Architect has made himself liable for action under any of the cases aforesaid, BANK shall have powers: a. To terminate or rescind the agreement b. To engage another Architect to carryout the balance work debiting the Architect the excess amount, if any, so spent and recovering such excess amount from the fees due to the Architect, the Security Deposit or from any other dues. In the event of the termination of the agreement, 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 BANK and subject to any deduction/recovery of sums due to the Employer on any account. The decision of 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. In such an event, BANK shall be entitled to make use of all or any drawing(s), designs or other documents prepared by the architect .

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
BANK

In the presence of :

In the presence of :

1.

1.

To,

PROFORMA - E

The General Manager,
Premises Maintenance Division,
Head Office, KVG Bank,
Belgaum Road, Dharwad - 580008

Architectural Services for designing and construction of new Branch buildings at Bank's own sites located in Mulawad (Vijayapur) and Hosakoti (Bagalkot), Civil/repair works of existing Regional office in Vijayapur and Dhulked Branch in Vijayapur District and Interior furnishing work of existing Head Office Building at Dharwad

1. Details List of relatives working in KVG Bank-

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH

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

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

Name & Signature of Architect

To,

PROFORMA - F

The General Manager,
Premises Maintenance Division,
Head Office, KVG Bank,
Belgaum Road, Dharwad - 580008

Architectural Services for designing and construction of new Branch buildings at Bank's own sites located in Mulawad (Vijayapur) and Hosakoti (Bagalkot), Civil/repair works of existing Regional office in Vijayapur and Dhulked Branch in Vijayapur District and Interior furnishing work of existing Head Office Building at Dharwad

This has reference to your above subject.

Mr/Miss/Mrs. _____ hereby authorized to attend the bid opening on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority
of the Architect

To

PROFORMA - G

The General Manager,
Premises Maintenance Division,
Head Office, KVG Bank,
Belgaum Road, Dharwad - 580008

Architectural Services for designing and construction of new Branch buildings at Bank's own sites located in Mulawad (Vijayapur) and Hosakoti (Bagalkot), Civil/repair works of existing Regional office in Vijayapur and Dhulked Branch in Vijayapur District and Interior furnishing work of existing Head Office Building at Dharwad

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

Ref: _____

I / We hereby declare that I / We have not been banned or blacklisted or debarred by any Government , Quasi Government Agencies, Public Sector Undertakings or Private Companies anywhere, anytime. Should it be observed anytime during currency of the bidding process or during execution of the work that I / We have been banned, blacklisted or debarred by any of the above Agencies, then I / We agree for termination of the contract forthwith and also agree for forfeiture of our Earnest Money Deposit and Security cum Performance Deposit, if any, by Karnataka Vikas Grameena Bank, without any recourse.

Dated:

Name & Signature of the Architect

