



**CORPORATE SERVICE DEPARTMENT, STAR HOUSE VIBUTHI KHAND
3RD FLOOR , GOMTI NAGAR ,
ZONAL OFFICE, LUCKNOW-226010**

TENDER NO : ZO:LKO /CSD:: 010

Group -1 ARCHITECTURAL SERVICES FOR BANK OF INDIA INTERIOR WORKS TO SME CITY CENTRE OFFICE ,PRAGATI KENDRA ,KAPOORTHALA COMPLEX ,1ST FLOOR AT ALIGANJ , LUCKNOW

Group -2 ARCHITECTURAL SERVICES FOR BANK OF INDIA INTERIOR & CIVIL WORK AT SALEMPUR ,BANK OF INDIA BUILDING GR &FIRST FLOOR ,DIST , LUCKNOW

Group -3 Patarkarpuram Group-4 RBC HazratGanj ,Group-5 Lakhimpur Kheri

Group -6Mahadeva 7. Tekait Ganj 8.Sysendi 9.Khairabad

This document should be enclosed with the technical bid of this offer document

ISSUED BY

CORPORATE SERVICE DEPARTMENT Tel No –0522-2306039

Email: Lucknow.Operation @bankofindia.co.in

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NOTICE INVITING OFFERS (NIO)

Group -1 Subject Architectural Services for SME CITY CENTRE OFFICE,PRAGATI KENDRA ,KAPOOTHALA COMPLEX ,1ST FLOOR ALIGANJ BANK OF INDIA ,LUCKNOW

Group-2 Subject Architectural Services for SALEMPUR BANK OF INDIA BUILDING ,SALEMPUR , GR.FLR &FIRST FLOOR DIST LUCKNOW.

Group -3 Patarkarpuram ,Gomti Nagar,Group-4 RBC Hazrat Ganj Group -5 Lakhimpur Kheri ,Group -6 Lakhimpur Kheri 7. Mahadeva 8. Tekait Ganj,9. Sysendi

The Bank of India proposes furnishing SME CITY CENTRE OFFICE at banks own property situated at Pragati Kendra ,Kapoorthala complex ,1st floor Aliganj,Lucknow -226024 and Salempur branch Bank of india Building VIII and Post Salempur ,Dist Lucknow pincode - 274509 invites offer from eligible empanelled Architect /architectural firms for availing their services. The empanelled Architect must have a valid license from council of architecture for himself.

	NATURE OF THE DOCUMENT	TWO BID CONCEPT OPEN
	NAME OF THE WORK	Proposed Furnishing work & Civil work SME CITY CENTRE OFFICE /BRANCH at Aliganj SALEM PUR ,BANK OF INDIA BUILDING VIII,Post Salempur ,Lucknow -274509 Patarkarpuram ,Gomti Nagar RBC Hazrat Ganj Lakhimpur Kheri Mahadeva Tekait Ganj Sysendi Khairabad
	EMD	Rs 500/-(DD or Pay order from nationalized bank) for each project should be submitted separately .
	Contents of the offer document	A. TECHNICAL BID (First envelope) - (i) NIO (ii)Eligibility criteria – Empanelled letter (iii) Brief details and objectives of the work (iv) General Rules & Instructions to the Architect (v)) Conditions of

		<p>contract (vii) Application Format (viii) Proforma - A, B, C, D, & E</p> <p>B. FINANCIAL BID (Second envelope) - Financial bid for the proposed consultancy services in Proforma-C and to be submitted in separate envelope</p>
	Date of Issue of offer document	From: 19.11.2020 during office hours 10.30 am to 5.00p.m
	Last date of submission	<p>Sealed Quotation envelopes to be submitted on or before 04 12.2020.</p> <p>The offer should reach to the office of The Zonal Manager Corporate service division ,3rd floor ,Star house , Bank of India , Gomti Nagar Vibhuti Khand .Lucknow Zone</p>
	Date of opening of Technical /Financial bids	Will be opened on
	Date of Issue of offer document	19.11.2020
	Last Date of Submission	04.12.2020
	Tender copy can be downloaded in the website : www.bankofindia.co.in	
	Sealed Tenders shall be dropped in the TENDER BOX kept at the above said address up to 03.00 P.M. on 4/12/2020.	
	The first part of tenders i.e Technical bid will be opened on the same day (ie. 4/12/2020) and at the same location at 05.30 PM. If last day of submission of tender is declared a holiday under NI Act by the Government subsequent to issuance of tender the next working day will be deemed to be the last day for submission of the tender	

Financial bids of only empanelled applicants will be opened on a pre-notified time & date, under intimation to such shortlisted applicants
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Eligibility criteria : Empanelled Architect having a valid license of COA

We request you please quote your professional fees as single bid quotation on percentage basis (exclusive of GST) for the cost of work as per format annexed for rendering architectural consultancy services, for the captioned work to be carried out .The cost of items ,if any to be directly purchased by the bank will not be included in the cost of the project for the purpose of calculating fees.

The single bid submitted by the Architect will be opened in the presence of Zonal Premises committee and L1 bidder will be allotted to the proposed work

Group-1 SME CITY CENTRE at Pragati Kendra ,Kaporthala ,Aliganj-226024 & Group -2 Salempur Bank of India Building VIII ,Post Salempur ,Lucknow -274509.

Group -3 Patarkarpuram ,Gomti Nagar

Group-4 RBC Hazrat Ganj

Group -5 Lakhimpur Kheri

Group -6 Mahadeva

Group -7Tekait Ganj

Group -8 Sysendi

Group -9 Khairabad

The selected architect /consultant who have to enter up to formal agreement on stamp paper with the bank as per the bank format .

Bank reserves the right to reject any or all the offers without assigning any reason thereof.

Deputy Zonal Manager

(III) BRIEF DETAILS & OBJECTIVES OF WORK

Bank of India ,corporate service department (hereinafter known as Employer or Bank) proposes to Architectural Services

Group-1 Interior and Civil work for SME CITY CENTRE AT PRAGATI KENDRA KAPOORTHALA COMPLEX ,ALIGANJ ,1ST FLOOR LUCKNOW -226024.&

Group-2 Interior & Civil work for Salempur Bank of India Building ,Salempur Gr Floor and First Floor, Salempur Post ,Lucknow -274509

Group -3 Patarkarpuram ,Gomti Nagar

Group-4 RBC Hazrat Ganj

Group -5Lakhimpur Kheri

Group -6 Mahadeva

Group -7Tekait Ganj

Group -8 Sysendi

Group -9 Khairabad

The proposed work shall comprise of the following:

a. Taking the employers instruction visiting the sites preparing sketch designs which shall be in accordance with local governing codes /standard regulation etc including carrying out necessary revision till the sketch design are finally approved by the employer making approximate estimate of cost by square meter /square feet or other wise and preparing report on the scheme so as to enable the employer to take decision on the sketch design. .

b. The Architect shall submit a proper PERT CHART /BAR CHART incorporating all the activities required for the completion of the project well in time i.e Preparation of working drawing ,detailed drawings calling tender etc .The program me should also include various stage of service to be done by the consultation in coordination with the architect.

c. Preparation of interior layout with furnishing, civil , electrical, ceiling and Air Conditioning plan

d Preparation of tender document for execution of work at site for contractors.

e. Supervision of work up to final bill.i.e Assuming full responsibility for supervision and proper execution of all works by General and specialist contractor who are engaged from time to time including control over quantities during the execution to restrict variation if any to be minimum .

F . Verification and checking of bills at site submitted by qualified contractors

The proposed work shall be as per the local govt. rules & regulations.

The architect shall take complete responsibility of planning, designing & supervision of the work including getting necessary approvals from local authorities for completion and occupation of the building as detailed elsewhere in the document .The architect will assist to the bank to obtain principle employer certificate from deputy labour commissioner under the provision of The Contracts Labour (Regulation and Abolition) Act, 1970 and do the coordination with the contractor to comply the statutory rules .

Assisting to the bank for inviting tenders for this trades and submitting assessment report thereon together with recommendation specifying abnormally high and low rated items.

Assisting to the bank for the preparation of assessment report shall be based on proper analysis of rate with constants from approved standard hand book and market rate of materials and labour for major items of work costing about 90%t the estimate cost of work .

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

When condition are not susceptible of evaluation the alternative procedure of calling all the tender for negotiations and asking them to submit a final bid based on the terms and condition acceptable to the bank may be adopted

(IV) GENERAL RULES & INSTRUCTIONS TO ARCHITECTS.

1. The architect, on his own expense, shall inspect the site to ascertain the site conditions, constraints and any other information required.
2. The tender/ offer is "TWO ENVELOPE CONCEPT" and shall be submitted in two separate sealed envelopes as detailed below:-
3. The first envelope to be super scribed as "Technical Bid for Architectural Service for SME CITY Centre Pragati Kendra ,Kapoorthala complex, Aliganj ,Lucknow should contain Offer document duly signed in all pages consisting of.
 - a. NIO
 - b. Eligibility criteria
 - c. Brief details and objectives of the work
 - d. General Rules & Instructions to the Architect
 - e. Method of selection of Architect f. Conditions of contract g. Application Format h. Proforma - A, B,C D, & E

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.

The second envelope to be super scribed as "Financial Bid for Architectural Services 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.

These above two envelopes put in an outer envelope to be super scribed as "Offer for Architectural Services for SME CITY CENTRE at Pragati Kendra, Kapoorthala ,complex ,Aliganj ,Lucknow -226024 & Salempur ,Bank of India Building ,Post Salempur ,Lucknow - 274509 ,patarkarpuram ,RBC ,Lakhimpur Kheri ,Mahadeva Tekait Ganj ,Syensdi ,Khairabad should be submitted to the address as detailed in Notice Inviting Offers (NIO).

Only original offer documents issued/downloaded from websites 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.

The sealed offers should be submitted to the office of the Zonal Manager, Bank of India Corporate service department 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.

The First envelope (Technical bid) will be opened in the said office on as specified in NIO.

The date for opening the Second envelope (Financial bid) will be intimated to the empanelled architect those who are registered in the bank . The applicants are requested to participate during the opening of the tender.

The tender documents are not transferable.

All corrections such as cuttings, interpolations, omissions and over-writings shall be number as 'c', 'i', 'o' and 'ow' and initialed.

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 Goods & Service tax (GST). GST on professional service shall be payable by the Bank as per the applicable rules & rates of Goods & Services tax (GST) Act enacted by the Government of India.

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.

Offers which are incomplete in any respect are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and the offers submitted by the Architects who resort to canvassing will be liable for rejection.

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.

.It will be obligatory on the part of the Architect to tender and sign the offer documents for all the component parts and that, after the assignment is awarded, he / they will have to enter into an agreement for each component with the competent authority of the Bank.

The successful Architect shall execute the agreement on a stamp paper of appropriate value and until a formal agreement on Rs.100/- 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.

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.

Conditional offers shall be summarily being rejected.

The architect shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer.

In case of other un empanelled Architect, the sealed price bid shall be returned.

.All the contents of this document and financial bid with quoted fees shall form a part of the contract document. The successful Architect on acceptance of his tender by the Accepting Authority, shall sign an agreement on stamp paper contract consisting of the following within 3 days from the date of acceptance of the tender:-

(a) Standard form of Agreement on stamp paper.

(b) All the contents of this offer document and financial bid with quoted fees, any correspondence leading to acceptance of offer by the Bank, etc.

Tender money for each project will be Rs 500/- should submit separately and keep in the Technical bid for participating the tender .Date of opening is mentioned in the tabulated column

(VI) CONDITIONS OF AGREEMENT

GROUP -1 ARCHITECTURAL SERVICES FOR BANK OF INDIA INTERIOR FURNISHING WORKS TO SME CITY CENTRE OFFICE AT PRAGATI KENDRA ,KAPOORTHALA COMPLEX, ALIGANJ PREMISES , LUCKNOW-226024

GROUP-2 ARCHITECTURAL SERVICES FOR BANK OF INDIA INTERIOR FURNISHING AND CIVIL WORKS TO SALEMPUR BANK OF BUILDING ,POST SALEMPUR ,LUCKNOW -274509

**Group -3 Patarkarpuram ,Gomti Nagar,Group-4 RBC Hazrat Ganj ,
Group -5Lakhimpur Kheri ,Group -6 Mahadeva ,Group -7Tekait Ganj
Group -8 Sysendi ,Group -9 Khairabad**

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.

`Bank' means the BANK OF INDIA which expression shall unless excluded by or repugnant to the context include its representative.

Bank's representative' means the The Zonal Manager,Bank of India , Corporate service department ,3rd floor , Zonal Office , Star House Vibhuti Khand , Gomti Nagar or any person authorized by him as in charge of the work and would sign the agreement on behalf of the BANK OF INDIA . Project” shall means Bank of India interior works Of SME CITY CENTRE at ALIGANJ .“Site” means Interior furnishing work of SME CITY CENTRE at PRAGATI KENDRA,KAPOOTHALA COMPLEX Aliganj ,Lucknow & Interior furnishing and civil work in the Salempur branch Bank of India Building ,Dist Lucknow .

“Site engineer” shall mean the engineer delegated by the architect for subject project

- (ii) . SCOPE OF SERVICES: The scope of consultancy work shall include the planning, designing, Architectural drawings, preparing preliminary as well as detailed working drawings, specifications, bill of quantities, Preliminary & detailed Estimates for the following works.

- (iii)
1. Civil
 2. Electrical works & Installations
 3. Electrical power distribution
 4. Burglar alarm, Smoke detection and fire alarm system if required
 5. Any other services / systems as may be found necessary for functional requirement of the building.
 6. Interior furnishing works.
 7. Data Cabling & Networking
 8. Telephone wiring
 9. Shifting of existing regional office and dismantling.
 10. Air Conditioning system
 11. Public Addressing System if required.

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.

Submission of drawings having plans, elevations, sections, in required number of sets as per local byelaw requirements of respective authorities and getting approval for the same.

(d) Programming of work by PERT / CPM/Bar charts, incorporating all activities from planning till completion of the work and working out cash flow.

"This shall include all activities required for completion of the project well in time, i.e., preparation of working drawings, detailed drawings, calling tenders etc. including stages of services to be done by the consultants in coordination with the Architect and work of various contracting agencies etc. "

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 detail working drawing and detailed estimate and specifications for all items of the above works along with details of quantities and analysis of rates.

(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.

(c) 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. "The stationery and printing charges incurred by the Architect if any, for the preparation of tender documents to be sold, shall be reimbursed by the BANK.

d) 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 perspective drawings, plan and elevations 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) Scrutiny of the tenders in consultation with concerned authorities 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 and complete execution of four copies of contract documents for all trades including drawings, specification etc. complete.

(b) Advising BANK and contractor sufficiently in advance to enable him to get permits, quota certificates, licenses and foreign exchange, if required.

(c) Advise the contractor to prepare a works progress schedule.

(d) Supply the contractor such further drawings, specifications and details which may be required for proper execution of the work.

(e) Obtain BANK's prior approval for any substitution, omission, addition or deviation in design 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/-. (f) Periodic supervision of the work by the Architect/Architect's consultants to ensure that the work is executed as per drawings and signs and specifications and to certify 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/Electrical Engineer/Supervisor to ensure that the works are being executed strictly in accordance with the contract, working drawings, specifications and as per program me.

(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, 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) Prepare completion drawings with details indicating all services and supply four sets of completion drawings to the BANK, verify and confirm identification marks on service installation, cables, wires etc., for easy identification.

(k) Appear on behalf of the BANK before Municipal assessor or such other authorities in connection with settlement of ratable value. (l) Assist the BANK in arbitration, litigation case that may arise out of the contract entered into in respect of the above work.

V (A) ROLES AND RESPONSIBILITIES OF CONSULTANT/ SITE ENGINEER/ JUNIOR ARCHITECT

Ensuring that the contractor observes laws pertaining to labour and wages paid are not less than the minimum stipulated.

Ensuring that the contractors do not feel that the site staff of the BANK is unjust and unreasonable.

Ensuring that all operations are carried out with complete safety to life and property.

Maintaining safe custody of site records and office equipment.

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.

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

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

11. RESTRICTION / SUSPENSION: The BANK reserves the right of restricting the Architect's services to the preparation of architectural and structural detailed drawings specifications and estimates and make other arrangements for inviting tenders and supervision of work after with-drawing 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.

12. ABANDONMENT OF WORK: That if the Architect abandons the work for any reasons whatsoever or becomes incapacitated from acting as aforesaid, the BANK may make full use of all or any of the drawings prepared by the Architect and that the Architect shall be liable to refund all the fees paid to him up to that date plus such damages as may be assessed by the BANK subject to a maximum of 10% of the total fees payable to the Architect under this agreement. Provided, however that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the Architect shall be liable only to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the services performed by him till the date of termination of agreement.

13. TERMINATION: That this agreement may be terminated at any time by either party upon giving three months notice normally and in exigent circumstances with one month notice to the other and in the event of such termination the Architect shall be liable to refund the excess payment if any made to him over and above what is due in terms of this agreement on the

date of termination. The BANK shall make payment of fees for the services already rendered by the Architect and the BANK may make full use of all or any of the drawings and details prepared by the Architect.

Checking measurements of work at site. Checking Contractor's 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. Architect shall assume full responsibility for all measurements certified by them. A recommended certification proforma for the purpose is given below: "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 confirming to the standard / prescribed specifications and hence the bill is recommended for payment of Rs.....(Rupees.....)"

The Architect shall be wholly and solely responsible for the successful completion of the work in all respects consistent with safety and structural stability from the inception upto the handing over for occupation to the employ

Any other services connected with the work usually and normally rendered by the Architect, but not referred to herein above.

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

The arbitration proceedings will be conducted in accordance with and be subject to the Indian Arbitration Act 1996 as amended from time to time and the decision of the arbitrator shall be final and binding on the parties. The Arbitrator will have his seat at Bangalore 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 drawings-architectural, electrical, A/c or other services (Internal and External) should be supplied both by the Architect without any extra cost. Apart from submitting the hard copies, soft copies of all the drawings, details, designs shall also be submitted to the BANK for BANK's record & future reference at no extra cost.

- i) One set of drawings and copies as are required to be submitted to the local authorities for approval of drawings and construction and for sanctioning all service connections, including all drawings required for resubmissions incorporating any changes or amendments required by such authorities.
- ii) Two sets of all drawings for contractors of various trades
- iii) Two sets of all drawings for clerk of works/Site Engineer
- iv) One set of drawings for all consultants, whether employed by the Architect or the BANK.
- v) Two sets of all drawings to the BANK
- vi) Two sets of original drawings approved by the local authorities with their seal and 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. In that event, the BANK will pay a royalty to the Architect on mutually acceptable basis.

15. 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. (vii) If any changes are made in the drawings already issued, whether by the Architect or as required by the BANK, additional copies of drawings as mentioned in (ii) to (v) above, shall be issued.

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

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

17. **DETERMINATION OR RECESSION OF AGREEMENT:** The BANK without any prejudices to its right against the consultants in respect of any delay by notice in writing absolutely determine the contract in any of the following cases;

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

shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or Manager or which entitles the court to make up a winding order.

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)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, structural designs and verify measurements and the quality of work. ii) The appointment of BANK's 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, structural soundness 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 overrun 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) The professional fees quoted by the consultant /architect firm should be fair and genuine followed by IBA/CVC /Guidelines .If it is abnormal then bank may reserves right to reject any or all the application without assigning any reason thereof .Conditional bids ,late bids will be summarily rejected .

Architect shall not authorize any deviations or substitutions in the work without working out the financial implication, if any, to the Contractor and without obtaining prior approval of the employer

The architectural services rendered by the consultant /Architect will be paid for the professional fees as per standard scale of charges agreed by the bank which will be inclusive of site visits .No Separate TA/DA will be provided in connection with the execution of work and in connection with the performance of duties referred to this agreement.

(c) If work carried out by the Project Architect or consultants appointed by Architect is found to be sub-standard or un-duly delayed on his account, the concerned BANK should report to IBA, misbehavior of the Project Architect and IBA in turn should inform all the member BANKs, after examining veracity of the BANK's version, not to deal with such Project Architect by way of punishment to him.

For and on behalf of
M/s. _____

For and on behalf of
BANK of INDIA

IN THE PRESENCE OF::

- 1.
- 2.

PROFORMA – A “CONFIRMATION FOR ACCEPTANCE OF THE OFFER”

ARCHITECTURAL SERVICES FOR BANK OF INDIA INTERIOR WORKS TO SME CITY CENTRE ,PRAGATI KENDRA ,KAPOORTHALA COMPLEX ,ALIGANJ LUCKNOW
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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.

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.

I/We are agreeable to extend our professional services for the subject project and the professional charges have been conveyed in "Proforma -C" furnished.

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

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

DATE:

Signature of the Architect

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

PROFORMA – A “CONFIRMATION FOR ACCEPTANCE OF THE OFFER”

ARCHITECTURAL SERVICES FOR BANK OF INDIA INTERIOR FURNISHING & CIVIL WORK AT SALEMPUR BRANCH BANK OF INDIA BUILDING ,SALEMPUR POST LUCKNOW -274509.

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.

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.

I/We are agreeable to extend our professional services for the subject project and the professional charges have been conveyed in "Proforma -C" furnished.

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

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

DATE:

Signature of the Architect

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

PROFORMA – A “CONFIRMATION FOR ACCEPTANCE OF THE OFFER”

ARCHITECTURAL SERVICES FOR BANK OF INDIA INTERIOR FURNIHSING & CIVIL WORK AT

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.

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.

I/We are agreeable to extend our professional services for the subject project and the professional charges have been conveyed in "Proforma -C" furnished.

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

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

PROFORMA-C "FINANCIAL BID – FEE STRUCTURE" (to be submitted in separate sealed ENVELOPE)

To,
The Zonal Manager
Corporate service department
Bank of India ,Star House ,
3RD Floor ,Vibhuti Khand,
Lucknow -226010

Proposed Interior Furnishing work at SMECity Centre Office/branch ,Pragati Kendra ,Kapoorthala Complex Aliganj ,Lucknow -226024.

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This is with reference to your notice inviting offers for appointment of Architect for the above mentioned project. I/We have read the notice inviting offer, general rules and instructions and the draft agreement to be entered by the successful offerer.

I/We also understand that BANK reserves its right to accept or reject any or all the offers partially or wholly.

I/We are fully qualified to provide consultancy services for the said work and have understood the scope of services, terms and conditions.

Accordingly, we are agreeable to extend our professional services for the subject work on the following charges: Consultancy fees as per clause 5(a) of the "Conditions of Agreement", for complete Architectural/Structural and other consultancy services. Fee in figures:(%) & in words: Percentage

The above fee is payable based on the cost as indicated in clause 6 of the Conditions of Agreement plus applicable Goods and Service Tax.

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-C "FINANCIAL BID – FEE STRUCTURE" (to be submitted in separate sealed ENVELOPE)

To,
The Zonal Manager
Corporate service department
Bank of India ,Star House ,
3RD Floor ,Vibhuti Khand,
Lucknow -226010

Proposed Interior Furnishing & Civil work at Salempur Branch ,Bank of India Building VIII,Salempur Post ,Lucknow – 274509

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This is with reference to your notice inviting offers for appointment of Architect for the above mentioned project. I/We have read the notice inviting offer, general rules and instructions and the draft agreement to be entered by the successful offerer.

I/We also understand that BANK reserves its right to accept or reject any or all the offers partially or wholly.

I/We are fully qualified to provide consultancy services for the said work and have understood the scope of services, terms and conditions.

Accordingly, we are agreeable to extend our professional services for the subject work on the following charges: Consultancy fees as per clause 5(a) of the "Conditions of Agreement", for complete Architectural/Structural and other consultancy services. Fee in figures:(%) & in words: Percentage

The above fee is payable based on the cost as indicated in clause 6 of the Conditions of Agreement plus applicable Goods and Service Tax.

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-C "FINANCIAL BID – FEE STRUCTURE" (to be submitted in separate sealed ENVELOPE)

To,
The Zonal Manager
Corporate service department
Bank of India ,Star House ,
3RD Floor ,Vibhuti Khand,
Lucknow -226010

Proposed Interior Furnishing work at...Patarkarpuram/RBC /Lakhimpur Kheri /Mahadeva/Tekait Ganj /Sysendi /Khairabad

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This is with reference to your notice inviting offers for appointment of Architect for the above mentioned project. I/We have read the notice inviting offer, general rules and instructions and the draft agreement to be entered by the successful offerer.

I/We also understand that BANK reserves its right to accept or reject any or all the offers partially or wholly.

I/We are fully qualified to provide consultancy services for the said work and have understood the scope of services, terms and conditions.

Accordingly, we are agreeable to extend our professional services for the subject work on the following charges: Consultancy fees as per clause 5(a) of the "Conditions of Agreement", for complete Architectural/Structural and other consultancy services. Fee in figures:(%) & in words: Percentage

The above fee is payable based on the cost as indicated in clause 6 of the Conditions of Agreement plus applicable Goods and Service Tax.

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:

Memorandum of agreement, made at _____ this _____ day of the month of _____ in the year _____ between BANK OF INDIA having its Head Office, BANK OF INDIA CORPORATE -II , BANDRA KURLA COMPLEX CG-5 and Zonal Office situated at Star House ,3rd floor STAR HOUSE ,Vibhuti Khand Lucknow -226010 amongst othersrepresented by its duly constituted attorney (hereinafter referred to as Bank) which expression shall unless excluded by or repugnant to the context be deemed to include their successors, and assigns in office) of the one part and M/s. _____ Architect, having its office at _____ (hereinafter referred to as the Architect) which expression shall unless excluded by or repugnant to the context, be deemed to include their successors and assigns) of the other part. WHEREAS the Bank is desirous of undertaking -----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 " herein under.

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

The Bank appoints the Architect and the Architect accepts the work for the proposed Interior furnishing work of SME CITY CENTRE OFFICE , Pragati Kendra ,Kaporthala complex, 1st floor ,Aliganj on a clear understanding that the Architect shall not be an employee of Bank for any reason whatsoever including for the reason of his appointment by virtue of this agreement and on the terms and conditions (i.e. Conditions of Agreement) set-forth as stated in the foregoing, which shall form part and parcel of the agreement.

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

For and on behalf of the

For and on behalf of the

M/s. _____

BANK OF INDIA

In the presence of : 1. 2

PROFORMA D AGREEMENT WITH THE ARCHITECT

Memorandum of agreement, made at _____ this _____ day of the month of _____ in the year _____ between BANK OF INDIA having its Head Office, BANK OF INDIA CORPORATE -II , BANDRA KURLA COMPLEX CG-5 and Zonal Office situated at Star House ,3rd floor STAR HOUSE ,Vibhuti Khand Lucknow -226010 amongst othersrepresented by its duly constituted attorney (hereinafter referred to as Bank) which expression shall unless excluded by or repugnant to the context be deemed to include their successors, and assigns in office) of the one part and M/s. _____ Architect, having its office at _____ (hereinafter referred to as the Architect) which expression shall unless excluded by or repugnant to the context, be deemed to include their successors and assigns) of the other part. WHEREAS the Bank is desirous of undertaking -----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 " herein under.

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

The Bank appoints the Architect and the Architect accepts the work for the proposed Interior furnishing work of,on a clear understanding that the Architect shall not be an employee of Bank for any reason whatsoever including for the reason of his appointment by virtue of this agreement and on the terms and conditions (i.e. Conditions of Agreement) set-forth as stated in the foregoing, which shall form part and parcel of the agreement.

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

For and on behalf of the

For and on behalf of the

M/s. _____

BANK OF INDIA

In the presence of : 1. 2

PROFORMA –E

TO
THE ZONALMANAGER
CORPORATE SERVICE DEPARTMENT
BANK OF INDA
STAR HOUSE , 3RD FLOOR
VIBHUTI KHAND ,LUCKNOW -226010

ARCHITECTURAL SERVICES FOR BANK OF INDIA INTERIOR WORKS TO ALIGANJ SME CITY CENTRE OFFICE AT ALIGANJ PREMISES , LUCKNOW
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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
THE ZONALMANAGER
CORPORATE SERVICE DEPARTMENT
BANK OF INDA
STAR HOUSE , 3RD FLOOR
VIBHUTI KHAND ,LUCKNOW -226010

ARCHITECTURAL SERVICES FOR BANK OF INDIA INTERIOR WORKS TO SALEMPUR /PATARKARPURAM /RBC /LAKHIMPUR KHERI /MAHADEVA/TEKAIT GANJ /SYENDI /KHAIRABAD

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 .