

ARYAVART GRAMIN BANK

(Sponsored by Bank of India)

Head Office
A-2/46, Vijay Khand
Gomtinager
Lucknow – (U.P.)



TENDER NOTICE

FOR

PREQUALIFICATION OF ARCHITECTURAL CONSULTANCY FIRM

FOR CONSTRUCTION

OF

AVAS VIKAS LOHIA PURAM BRANCH,

REGIONAL OFFICE FARRUKHABAD

STAFF TRAINING CENTRE

Notice for Prequalification OF Architectural consultancy Firm for Construction of Head Office Building

Aryavart Gramin Bank invites sealed offers from eligible Architectural -Firms of repute in two bid systems for providing comprehensive consultancy including day to day support for construction of new Building at Bank's plot at Avas Vikas Lohia Puram district Farrukhabad at an estimated cost of Rs.200Lac approx. Duly completed application forms, which can be downloaded from Bank's website, should reach the office of

**Chairman,
Aryavart Gramin Bank,
Head Office, A-2/46 Vijay Khand
Gomtinager
Lucknow (U.P.)**

On or before **20.07.2010**. by **15.00** hrs.

For further details log on our website www.aryavart-rrb.com

General Manager

Date: 10.07.2010

Notice for Appointment of Architect consultant

PREQUALIFICATION CRITERIA

1 Aryavart Gramin Bank invites separate sealed offers from eligible, experienced, reputed and competent Architects /firms/ Company in two bids System (technical and Financial) for the following works:

2 Architectural firms desirous of tendering for above works and fulfilling the following Requirements shall be eligible (technical bid specification)

Sr. No.	Consultancy Work to be carried out	Estimated cost
1	Comprehensive Architectural consultancy including day to day supervision of work for Construction of Bank's building at Avas Vikas Lohia Puram, Farrukhabad (U.P.)	200 Lacs approx

i) Experience of having successfully completed similar works during last 5 years (as on 31.03.2010,) and should be any one of the following:

a) At least three similar completed works each costing not less than 100.00Lac.

OR

b) At least two similar completed works each costing not less than 200.00 Lac of proposed work.

OR

c) At least one similar completed work costing not less than 300.00 Lac.

i ii) Average Annual financial turn over of the firm (from consultancy services) during the last three years (2007-08, 08-09 and 09-10 should be at least Rs7.50 lacs supported with appropriate proof /certificates.

3. Architectural firm shall submit copy of self attested Performance Certificates from the respective previous employers in support of above failing which application is liable to be rejected.

4. Bank reserves right to reject any or all the applications without assigning any reasons or whatsoever.

5. They must be having adequate organizational setup and reasonable presence in the work area or nearby and have sufficient number of experienced personnel, technical Know-how and infrastructure.

6. Should be Graduate or post graduate in architecture or respective branch of engineering from India or abroad.

7. They should be member of council of architecture or any other recognized Professional institute.

8. Adequate organizational structure, comprising of Architects, engineers, Specialists, other technical officers and staff along with associates if any, to execute work of such nature and magnitude.

9. Reasonable presence for similar professional work in the city of project in the recent or in past.

10. The performance certificates and credentials received from client/institutions shall be verified by Bank.

Job responsibility of Architect will be:

1. To finalize the tender documents and all other related jobs for the necessary permission from the local authorities.
2. Work out the tender to be purchased, if required and do necessary liaisoning work and arrange to acquire the same through the builder.
3. Prepare drawing and obtain permission for construction and get the construction completed as per local byelaws and obtain occupancy/completion certificate including all the other provisions of Statutory Regulations.
4. Preparing tender document for construction work for the proposed new building.
5. Invite tenders from agencies and scrutinize technical and financial bids and assist Bank for selecting the agency.
6. Supervising the job on day to day basis through qualified Site Engineer during entire course of work.
7. Certifying interim/final bill etc.
8. Assist Employer in case of dispute with contractors or disputes arising out of said project execution as well as in case of arbitration pertaining to project and protect the interest of the employer.
9. Any other service incidental/connected with the said works usually and normally rendered by Consultant and not referred to in any of the items referred to above (including day to day supervision and administration of contract)

Scope of Work - Comprehensive Architectural Consultancy including supervision for construction of new Building as per detailed in attached agreement form

(However the broad scope of work shall includes Planning & design, approval of same from employer i.e. taking the employer's instructions, visiting the sites, preparing 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 schemes so as to enable the employer to take decision on the sketch designs. Submission of drawings to Local Authority /competent Authorities for approval of plan and arranging for required approvals, No dues certificates from Govt. Authorities, commencement certificate ,preparation of tenders, supervision of execution of works ,maintenance of record /registers ,compliance of administrative /statutory guidelines for construction of building. Submitting 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 drawings, structural drawings, detailed drawings, and tender etc. The programme should also include various stages of services to be done by the contractors in coordination with the Architectural Firm.

1. Preparing architectural working drawings, structural calculations and structural drawings, layout 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 (BOQ)**. Preparing prequalification documents & detailed tender documents for various trades viz., general builders work and specialist services such as water supply and sanitary installation, electrical installation, etc., complete with articles of agreement, special conditions, conditions of contract, specification, bill of quantities, including detailed analysis of rates based on market rates, time and progress charts, etc. Preparing tender notices for issue by bank for all trades and submitting assessment report thereof together with recommendations and specifying abnormally high and low rated items. Preparing contract documents 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 material 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 clarification and asking them to submit a final revised bid based on the common standardized terms and conditions acceptable to the Bank may be adopted.
2. 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 the works.

3. Assuming the responsibility for periodical supervision and proper execution of all works by General and Specialist Contractors who are engaged from time to time, including control over quantities during the execution to restrict variation, if any to the minimum.
4. No deviations or substitutions should be authorized by the Architect without working out the financial implication, if any, to the contractor and obtaining approval of the Bank. However, where time does not permit and where it is expedient, the Architect may take decisions on behalf of the Bank, the total cost of the item/deviation of which should not exceed Rs.10,000/-. This deviation shall be got subsequently ratified from the Bank duly justifying his action at the earliest.
5. Working out the theoretical requirement and actual consumption of cement and steel and any other material specified for each bill.
6. Assist the employer in appointing a full time /temporary Site Engineer if so desired by the Employer, for supervision of construction of a particular project and guiding the Site Engineer as required.
7. Checking measurements of works 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. It shall be mandatory on the part of the Architect to check the measurements of various items to the extent of at least 25% each item of work claimed, in each running bill.
8. The sealed Technical and Financial BIDS should be submitted in two Separate sealed envelopes super scribing "Technical BID for Consultancy works for Construction of Bank's Building at Avas Vikas Lohia Puram, Farrukhabad." and "Financial BID for Consultancy works for construction of Bank building at Avas Vikas Lohia Puram Farrukhabad (U.P.).". Application, completed in all respects along with relevant documents duly super scribing the name of work on envelope must reach at the following address on or before by 15.00 Hrs

TO The Chairman,

Aryavart Gramin Bank, A – 2/46 Vijay Khand, Gomtinager

LUCKNOW (U.P).

Instructions to the applicants for furnishing information as a part of Application.

Intending applicants are required to submit their applications in duplicate with full Bio data giving details about their organization, experience, technical personnel in their organization, competence, infrastructure and adequate evidence of their financial and technical standing etc. in the enclosed form which will be kept confidential. While deciding upon the technical qualification of applicant great emphasis will be given on the ability and competence of applicant to do good quality works within the specified time schedule and in close coordination with other agencies.

The financial bid of only those applicants will be opened who will qualify in the Technical Bid.

Each page of the application shall be signed. The application shall be signed by person(s) on behalf of the organization having necessary authorization/power of attorney to do so (certified copies to be enclosed). If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part of the proforma and serial number. Separate sheets shall be used for each part. However, the format shall be as per proforma. Any letter or document accompanying the application form shall be submitted in duplicate. Applications containing false/ incomplete and/or inadequate information are liable to be rejected. Also mere fulfillment of eligibility criteria does not guarantee selection. While filling up the application with regard to the list of important projects completed or on hand, the **applicants shall include only those works which are individually costing not less than 40% of the estimated cost of project. And must provide self attested experience/performance certificates issued by their previous employer (for the referred work) containing address and telephone no of issuing authority. Copy of work order, empanelment etc. should not be attached.**

Clarification, if any required, may be obtained from the office of

The
Chairman,
Aryavart Gramin Bank,
A – 2/46 Vijay khand,
Gomtinager, Lucknow (U.P.)
(Phone 0522 -6455324. Fax 0522-2392986,
E-mail: agb_ho@yahoo.co.in

Canvassing in any form in connection with prequalification is strictly prohibited and the application of such persons/organizations who resort to canvassing will be liable for rejection. The application, which is received after due date and time will be not be entertained at all. Bank reserves the right to accept or reject all or any of the offers, without assigning any reasons, whatsoever thereof. Disputes, if any, in this regard shall be subject to jurisdiction of courts in Lucknow only

Technical Bid

APPOINTMENT OF ARCHITECTURAL FIRM Basic information

1	(a) Name of the applicant/organization			
	(b) Address of the Registered Office (with phone numbers, fax numbers & email ID)			
	(c) Address of Office (with phone numbers, fax numbers & email ID)			
2	Year of establishment			
3	Type of the organization (whether sole Proprietorship, partnership, Private Ltd or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)			
4	Name & qualification of the proprietor/partners/Directors of the organization/Firm a) b) c) (Enclose certified copies of documents as evidence)			
5	Details of registration – Whether Partnership firm, company, etc. Name of Registering Authority, date and Registration number. (Enclose certified copies of documents as evidence)			
6	Whether registered with govt/Semi- govt/Municipal authorities of any other Public organization and if so, in which class and since when? (Enclose certified copies of documents as evidence)			
7	Details of registration with	Year of Reg.	Class	Valid upto
	1. Council of Architecture 2. Indian institute of Architecture 3. Institution of Engineers (Enclose certified copies of documents as evidence) 4. Whether ISO certified			
7A	Number of years of experience in the field and details of work in any other field			
8	Address of office through which the proposed work of the Bank will be handled and the name & designation of professional in charge			
9	Yearly turnover (consultancy amount received) of the organization during last 3 years (year wise). Furnish audited balance sheet and profit & loss A/c(audited) for the last three years	2007-08	2008-09	2009-10

10	Name and address of Bankers(Solvency certificate from Bank to be enclosed for indicating satisfactory financial capacity of the organization)	
11	Enclose copies of latest return of income tax submitted to ITO(Not mandatory)	
12	PAN Number	
13	Details of registration for payment of service tax Service Tax No.	
14	Furnish the names of –3 persons along with their designation. Address, tel. No. etc. for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your Organization.	
15	Whether any Civil Suit/litigation arisen in contracts executed/being executed during the last 10 years. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and brief details of litigation. Give name of court, place, and status of pending litigation.	
16	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be sub	
17	Detailed Description and value of works done (Proforma 1) and works on hand(Proforma 2)	
18	Details of Key Personnel Permanently Employed(Proforma 3)	

Note: Attach extra sheets with S.No. If the space found less

Sign. & seal of the applicant

Dated:.....

Proforma-1

a) LIST OF SIMILAR PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 5 YEARS COSTING 100.00 LAC AND ABOVE (only)

Sl no	Name of work/project with address	Name & full postal address of the owner. Specify whether Govt. undertaking along with name, address and contact numbers of – 2persons (Engineers & top officials of the organisation)	Contract amount (Rs) (for consultancy work only) with copy of work order and completion certificate from project incharge)	Stipulated time for completion	Actual Date and time for completion of Project (years)	Any other relevant information. Actual amount of project. If increased, give reasons.	Enclose clients certificate for satisfactory completion	Remarks
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								

Notes:

1 Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure"

2 Date shall be reckoned from the date of advertisement of the notice in news papers.

3 For certificates, the issuing authority shall not be less than an Executive In charge.

Sign. & seal of the applicant

Proforma – 2
LIST OF IMPORTANT WORKS IN HAND (on going) COSTING 200.00 LAC AND ABOVE OF PROJECT COST

Sr. No	Name of work/project with address.	Name & full postal address of the owner. Specify whether Govt. under taking along with name, address and contact nos. of – 2- persons (Engineers or top officials of the organization)	Contract Amount with copy of Work Order from project incharge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant information
1	2	3	4	5	6	7
2						
3						
4						

Notes: Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".

Sign. & seal of the applicant

Proforma-3 (Page 1 of 3)

Details of Key Personnel

S.No	Particulars	Name and Designation	Age	Qualification	Experience	Nature of works handled	Name of the Projects handled WITH AMOUNT	Date from which Employed in your Organization	Indicate details of experience for similar
1	Details of in house qualified structural Engineers								
2	Details of in house qualified Architects for Architectural work								
3	Details of in house qualified civil engineers for supervision of civil works								
4	Details of in house qualified Electrical Engineers								

**Proforma-3(Page 2 of 3)
Details of Key Personnel**

S.No.	Particulars	Name and Designation	Age	Qualification	Experience	Nature of works handled	Name of the Projects handled WITH AMOUNT	Date from which employed in your organization	Indicate details of experience for similar
5	Details of in house qualified water supply & Sanitary engineers								
6	Details of in house qualified engineers for Fire Protection & Detection Works								
7	Details of other in house Specialists available for lift works & other Electro Mechanical Works HVAC, Pumps & Generators etc. if required.								

Proforma-3(Page 3 of 3)
Details of Key Personnel

S.No	Particulars	Name and Designation	Age	Qualification	Experience	Nature of works handled	Name of the Projects handled WITH AMOUNT	Date from which employed in your organization	Indicate details of experience for similar projects
8	Details of in house qualified Air Conditioning Engineers								
9	Details of in house Specialists available for Landscaping Work								
10	Details of in house Specialists for any other work								
11	If the applicant is having existing association/collaboration or likely to form a consortium of/with other consulting engineers the details of the intended set up shall be given along with details of technical staff similar lines the activities from item 2 to 9 above the details to be given along with the details of the firm they intend to collaborate.								

Proforma-4

Details of Infrastructure in office

S.No	Items	Nos.	Details
1	Office Premises, Area, etc		
2	Fax M/c		
3	Telephones		
4	Other instruments		
5	Software used for planning		
6	Reference books used		
7	Subscription to Magazines		
8	Any other information		

Sign. & seal of the applicant

Date:.....

Place:.....

ANNEXURE - I
Financial Bid
(To be submitted in separate sealed envelope)

MODEL AGREEMENT WITH ARCHITECTURAL FIRM

ARTICLES:-

This AGREEMENT made at this.....day ofbetween Aryavart Gramin Bank a body Corporate, constituted under Regional Rural Bank, Act 1976 & having its Head Office at A-2/46, Vijaykhand , Gomtinager ,LUCKNOW (hereinafter called 'The Employer' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the ONE PART.

And

(Name of the Architectural -Firm) having its office at..... (Hereinafter called the Architectural -Firm, which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to carry out construction of Bank building of Aryavart Gramin Bank, "AND whereas the employer is desirous of appointing the said Architectural -Firm for the said build (hereinafter called the said works') and issued a letter of confirmation/intent No..... consequent upon their selection.

AND WHEREAS for the day to day supervision, monitoring and management of the said works, the employer will engage services of qualified engineers/PMC at appropriate stage for day to day supervision of the works.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT the said (Name of the Architectural -Firm) are hereby appointed Architectural -Firm for the said works on the following terms and conditions.

ANNEXURE - II
Architectural -Firm's Services

1. Sketch Stage

1.1 Take Employer's instructions regarding the requirement of the Project as a whole.

1.2 Visit the site.

1.3 Examine Legislation. Code and Standards (including lease agreement with municipal and other related local bodies) and bring to Employer's notice salient aspects that may affect the project.

1.4 Prepare sketch designs and plans including preparation of detailed area statement for FSII/FAR and overall built -up area of the building and other structures and carry out necessary revision till the sketch designs are finally approved by the Employer. Prepare approximate project cost estimates based on Sq. mt./ Sq. ft. rates to enable the Employer to take a decision on sketch design and approve the same.

1.5 Advise the employer on the appointment of Site Engineer ,Proof Consultant and other consultant wherever necessary and special services including sewage treatment plant to be provided in the project insurance policy to be taken during progress of work, designing of guard station and obtain permission for project sign board inclusive of preparation of prequalification documents.

1.6 Obtain from the municipal Authority or prepare (at Employer's expense and approval) a detailed topographical survey of the site to a scale and contour interval determined by the Architect. The survey shall include all the necessary data related to existing public utility services.

1.7 Submit the approved drawings to municipal authority and other concerned statutory authorities and obtain their provisional approval in respect of building plans and services including sanitary, water supply, drainage, electric and fire fighting, civil aviation, tree cutting, EIA Clearance etc. or any other authorities from whom permission is essential for the successful commencement /completion of the Project and furnish two sets of each such approved drawings /certificates to employers.

1.8 Arrange if required to prepare soil investigation like trial bores, or test pits, load bearing test and such other tests required to provide essential design data for sub soil condition and submit soil investigation report to the employer. The cost of carrying out soil investigation shall be borne by the employer.

1.9 Prepare with assistance of various consultants a sketch scheme report and estimate of cost of works and services in sufficient detail to proceed with working drawings to prepare a budget forecast. Submit budget forecast to the Employer.

2 Working Drawing Stage

2.1 Advise Employer and obtain approval of the Employer to form of Contract and method of placing the Main Contract as also obtaining approval for nomination of Sub- Contractors/Suppliers.

2.2 Provide the Surveyors, Engineering Consultants and other Consultants with all the necessary information/coordination to allow them to perform their specialist work.

2.3 Prepare necessary drawings, working drawings, specification, schedules of quantities and finalize the tender documents.

2.4 Prepare complete detailed working drawings including large scale designs, making designs and calculations and drawings for foundations and other structural work through structural consultants and drawings for sanitary, water supply, sewage treatment plant and electrical services and also for any special installations like air-conditioning, generators, fire alarm and detection, fire protection and Building Automation systems, including landscaping, designs for planting saplings etc. as may be decided by the Employer and working out specifications and schedules of quantities. Describe the whole project adequately for the purposes of placing the Main Contract by the approved method. The Architect shall get all these drawings, details and quantities with block estimates approved by the employer.

2.5 Prepare detailed tender documents for all works complete with articles of agreement, special conditions, general conditions of contract, specifications, Drawings Schedule of Quantities, Time and Progress Charts and any other material necessary for completing the tender documents and get the same approved by the employer including detailed analysis of rates based on market rates, time and progress charts etc.

2.6 Prepare for the use of the employer and contractors Six copies each of all drawings, specifications or other particulars and such further details and drawings as are necessary for the proper execution of the work.

2.7 Obtain final approval/required permission from statutory bodies if required and other interested parties.

3 Construction Stage

3.1 Conduct the approved method of placing the main contract on behalf of the Employer.

3.2 Analyze report on the result of the approved method of placing the Main Contract, and make recommendations to the employer to assist in the final selection of the Main Contractors.

3.3 After Employer approves works order, advise the Employer on work progress schedule and other comments on the same.

3.4 Assist Employer in preparing select list/pre-qualification list of contractors including making visits to the contractors works jointly with the employer if and as desired/required, invite the tenders for various trades and assist in submitting assessment reports and recommendations on comparative statements, assessment reports, together with recommendations, specifying Abnormally high and low rated items based on proper analysis of rates with constants from an approved standard hand book and market rates of the material and labour for major items of works costing about 90% of the estimated cost of the work. All commercial condition 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 negotiation and asking

them to submit a final bid based on the terms & conditions acceptable to the Bank may be adopted. Assist the employer if required to conduct negotiation with tenderers where necessary and after the Employer's decision on the tender, prepare contract documents and get them executed by the concerned Contractors after obtaining Employer's approval for the contracts.

4. Supervision Stage

4.1 (a) To depute /post one engineer(having minimum -7- years post qualification experience after BE-Civil) at site for the purpose of day to day supervision of work, material ,quality control , maintenance of required record /registers, measurement, billing etc (b) Comment on shop drawings submitted by Contractors/Suppliers with a view to ensure that the same fits in its environment.

4.2 Give regular day to day supervision (engaging minimum one site engineer on his expenses as above for the purpose) and regular inspection as may be necessary (i.e. whenever required by the Employer) for quality and surveillance of works as necessary to ensure proper and timely execution of the said works as per drawings and specification and effect smooth progress by prompt supply of drawings and decisions and co-ordination with all the agencies engaged in the design, engineering and execution of various items of work as required. Additional technical personnel, if required, may also be deployed at site.

Suggest modifications if any due to site conditions or otherwise and give modified drawings, specifications and costs, if required. Scope include rate analysis, submission of variation statement etc required for the execution and completion of Project.

Assume full responsibility for correctness of building plans, structural and foundation design and designs for all services and ensure that the constructions and installation is according to design, drawings, and specification and as per terms of contract. Keep and maintain all site records etc (viz MB, test certificates, All registers etc) as per stipulated standard practices.

4.3 Based on regular site visits, issue monthly certificates' confirming that the work carried out is as per drawings and specifications.

5 Certify Accounts

5.1 Certify that the work is carried out as per drawings and to certify that quality has been maintained.

5.2 Advise the employer in connection with the final settlement of the initial rateable value of the building and tender advice in the matter to the employer or other agency appointed by the employer. Appearing if required before the municipal assessor or such other authorities in connection with the settlement of the rateable value of the building and tendering advice in the matter to the bank.

5.3 Check and submit for the use/reference of the Employer, two complete sets of working drawings as 'As built drawings'. Out of these one set will be in reproducible tracing film. One soft copy also to be submitted to the employer.

5.4 Obtain occupation and final completion certificate and secure permission of Municipality and/or all other authorities for the occupation of the building and assist the Employer in obtaining refund of the deposits, if any, made by the Employer to the Municipality or other authorities.

5.5 Issue No Objection Certificate to Employer for refund of the retention money to the contractors as per terms of relevant contract after due certification.

5.6 Assist Employer to reply to queries of technical audit, CTE of CVC in case of defective or sub-standard work or any irregular/excessive payment and assist to get defects rectified and/or recover the irregular payments.

5.7 Assist Employer in case of dispute with contractors or disputes arising out of said project execution as well as in case of arbitration pertaining to project and protect the interest of the Employer.

5.8 Any other service incidental/connected with the said works usually and normally rendered by Architectural Firm and not-referred in any of the items referred to above (except day to day supervision and administration of contract).

6. Conditions of Engagement

6.1 The Architectural -Firm shall submit to the employer sketch plans, detailed plans, cost estimates, tender documents, etc. within the period stipulated in the schedule hereto annexed.

6.2 The Architectural -Firm 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 periodic inspection with regard to the said works as may be necessary and to ensure through the working drawings and specification aforesaid that the work is free from defects and deficiencies. At the end of the defects liability period and upon receipt of a report that the contractors have rectified all defects and there will be no further sums to be deducted from retention money during the period of the contract, the Architectural -Firm shall issue "**No Objection Certificate**" to the Employer for refund of the balance retention money to the contractors as per the terms of the relevant contract.

6.3 Whenever the work is examined by a technical audit team including that of the Chief Technical Examiner of the Central Vigilance Commission and if it brings to notice any defective or substandard work or any irregular/excessive payments, the Employer in consultation with the Architectural -Firms shall recover the irregular payments, and also shall assist the employer to reply to the said technical auditor's/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 arbitration pertaining to project, the Architectural -Firms shall assist the Employer from time to time in drafting replies in consultation with legal advisers and protect the interest of the Employer.

6.4 The Architectural -Firm can make deviation, alternation or omission from the approved design only after obtaining the written consent of the Employer. The Architectural -Firms shall not undertake, execute or carry out any variation or extra items of work in excess of **Rs. 10,000/-** or such other higher amounts authorized as above shall be referred to the Employer together with the reasons for making deviation and furnishing an analysis of the extra cost involved thereby. All orders given by the Architectural -Firm for any authorized deviation from the contract documents shall be in writing.

6.5 During the progress of work, whenever an excess over sanctioned cost is anticipated and/or has already occurred, the Architectural -Firm shall immediately report the same to the Employer with adequate justifications for the same endorsed by Architect and obtain Employer's approval thereto.

6.6 After all the works are awarded, the Architectural Firm shall revise cost estimate after the Employer's approval.

6.7 The Architectural -Firm shall on the completion of the work, supply to the Employer free of cost the complete set of original tracing for Architectural drawings and services drawings and one set of prints of the same sufficient to show the main lines of water and drainage pipes, electrical installations and other essential services and also assist the Employer in taking the inventory of all fittings and fixtures in the building. The Architectural -Firm shall, if so required by the Employer supply extra copies of all such drawings and the cost of such extra copies shall be reimbursed by the Employer to the Architectural -Firm. Further, the Architectural -Firm shall verify and confirm that identification marks are made on all service installations/cables/wiring etc. for easy identifications to carry out maintenance jobs. The Architect shall furnish one complete set of structural design calculations and structural drawing for the Bank's record. 6.8 During the preliminary stage the Architectural -Firm shall visit the site, collect all the relevant data, take site particulars, local authority's building by laws, prevailing prices for the building materials and labour wages, etc. and forward the same to the Employer also. The Architect shall arrange, if required, for preparing a surveyed site plan and for necessary soil investigation, cost being borne by employer, as may be required and already mentioned in item 1.8 before above.

6.9 The Architectural -Firm shall co-ordinate all their activities with other consultants, if any, separately appointed by the Employer and shall help other consultants so appointed by the employer to prepare a comprehensive programme of work, as also help the contractors and Consultant to arrange to have the work completed in the expeditious manner and in accordance with the programme drawn up. For this purpose, the Architectural -Firm will arrange weekly/fortnightly meetings of all the consultant's, contractors/sub-contractors, and Employer and prepare minutes of the discussion/instructions, at such meetings and coordinate the work of the various contractors/subcontractors, Architectural -Firm will furnish copies of such minutes to all parties concerned.

6.10 The Architectural -Firm shall engage qualified and competent/reputed Structural, Electrical, Water supply and Air-conditioning Consultants to assist them in preparation of design and details for required services. The Consultants will be appointed with the approval of the Employer. The fees payable to these Consultants shall be borne by the Architectural -Firm out

of fees received by them. The Architectural -Firm shall be fully responsible for the design and soundness of works of such Consultants and shall also co-ordinate the activities of various consultants and local Architectural -Firm. The Architectural -Firm shall not terminate the services of any Consultants engaged by them without the consent of the Employer and the Architectural -Firm shall give proper justification for such termination to the Employer. The Bank shall not be liable to pay any amount to the terminated Consultants as well as to the new Consultant, if any.

6.11 Various bills payments for the works as per contract shall be checked and shall be certified by the site engineer shall be subject to review/endorsement and counter certification as per proforma by the Architectural -Firm .Architectural -Firm shall, provide full details of bills and measurement, duly checked by the Architectural -Firm, and Architect at his discretion shall check at random, bills, rates, amounts upto 25% of the measurements, to enable him to satisfy himself, while endorsing certificate bills already certified by site engineer. The Architectural -Firm shall endorse the above certification in the relevant measurements books also.

7. Termination of Agreement

7.1 Either party herein may terminate the agreement at any time by giving a written notice of two months to the other party. Even after the termination of their employment, the Architectural -Firm shall remain liable and be responsible for due certificate/approval of any bills submitted by the contractors at any time in respect of the works executed till such termination. If any winding up proceedings are contemplated or initiated against the Architectural -Firm, the Employer shall be entitled to terminate the agreement and entrust the work to any other Architectural - Firm.

7.2 If the Architectural -Firm fail to adhere to the time schedule stipulated in the schedule hereto annexed or the extended time which may be granted by the Employer in his sole discretion,

or

7.3 In case of termination of agreement, the Architectural -Firm shall not be entitled to fees or compensation except the fees payable to them up to the state or work actually done which shall be decided and determined by the employer. In the event of Architectural - Firm not agreeing with the Employer's decision, the same shall be referred for settlement by arbitration as provided hereinafter.

7.4 In case of termination of agreement, the Employer may make use of all or any drawings, estimates or other documents prepared by the Architectural Firm, after a reasonable payment up to the stage of work done for the stages of the Architectural - Firm for preparation of the same in full as provided herein. Provided always that all the sanctions and approval plans/designs and other drawings shall remain the property of the Employer and the same shall be surrendered by the Architectural -Firms to the Employer within ten days from the date of such termination, without demur.

7.5 If it is established that the Employer has to pay any extra amount due to cost over-run of the project, faulty description of tender items on the part of the Architectural -Firm, the Employer may recover such extra amount after proven negligence from the fees due to the Architectural -Firms as provided in Section 73 of Indian Contract Act 1872 and Section 30 of the Architectural -Firms Act 1972, provided always their such damage or loss recoverable from the Architectural -Firms shall not exceed 20% of the fees payable to them under this Agreement.

8. Transfer of Interest

The Architectural -Firm shall not assign, sublet or transfer their interest in this agreement, without the written consent of the Employer.

9. Scale of charges and mode of payment

9.1 The employer shall pay to the Architectural -Firm as remuneration for the services rendered by the Architectural -Firms in relation to the said works and in particulars for the services herein mentioned, a fee calculated at the **rate of percentage (Fee quoted in words) 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 Architectural -Firm shall be worked out as below:

- 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 and shall be paid as indicated in sub-clause (9.3) of this clause.

9.2 If the employer appoints independent consultants for the work pertaining to special installations like air-conditioning, lifts, wet risers (Fire fighting System) etc. the Architectural -Firm shall not be entitled to any additional/extra fees on the total value of such installations.

9.3 The fees set out in Clause (a) hereinabove shall be initially calculated and paid on the basis of the estimated values of the entire work namely Rs.----- as per preliminary estimate submitted by Architectural -Firm which will be further calculated and paid (i) on the basis of actual tender cost for various works when finalized and (ii) finally on actual cost of work paid to the various contractors as per the agreed terms and conditions of contract. 9.4 The Employer agrees to pay the Architectural -Firm reimbursable cost he incurs for actual expenses in dealing with (i) Arbitration with contractor if any (ii) Mutually agreed payments, if required to work beyond various contract periods specified and (iii) T.A./D.A. as admissible to First Class/Grade I Officers for out of City works.

NOTE:

For travel outside Lucknow i, with due authorization of the Bank, the Architectural -Firm shall be paid as under:

(a) For partners, associates, senior Architectural -Firm and consultants, airfare by economic class/first class A.C. coach fare both ways (on production of receipt) or actual whichever is less + Rs. 1000/-per day as diem allowance.

(b) For other staff 1st class/2nd AC train fare both ways (on production of receipt) + Rs. 500/- per day as diem allowance. In case of the visit at the Head Quarter of Architectural -Firm the employer shall pay no TA/DA.

T.A./D.A. Clause may be reviewed in terms of Consultant visit

If a consultant from outstation is given a job he will not receive any payment for visit to site. However if a consultant visits out station for seeking clearance from concerned department or for some other works specifically assigned by the Bank, Bank will pay T.A./D.A.

9.5 Service Tax on services rendered by Architectural -Firm levied by Central/State Government shall be borne by the Employer.

10. Method of Payments:

The employer shall pay fees to the Architectural -Firm in stages as per mode of payment to Architectural -Firm, as per Annexure IV.

11. Visit of the Site:

The Architectural -Firm or their Senior Executives or their Consultants shall visit the site fortnightly or as frequent the works require and periodically inspect the construction site. For this, no separate charges shall be payable by the Employer. The observations of the Architectural -Firm/Consultant shall be passed to Constructing contractors/agencies under advice to the Employer only.

12. Arbitration:

If any dispute, differences or question shall at any times arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of the agreement or as to the rights, liabilities and duties of the parties hereunder except in respect of matters for which it is provided hereunder that the decision of the Employer is final and binding, the same shall be referred to arbitration and final decision after giving at least 30 days notice in writing to the other (hereinafter referred to as the "Notice for Arbitration" clearly setting out the items of dispute) to a sole arbitrator who shall be appointed as hereinafter provided. For this purpose of appointing the sole arbitrator referred to above, the employer shall send to the Architectural -Firm within thirty days of the "Notice of Arbitration" a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the Architectural -Firms.

The Architectural -Firm shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the sole Arbitrator and communicate his name to the employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Architectural -Firm fail to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the sole arbitrator from the panel notified to the Architectural - Firm.

If the Employer fails to send to the Architectural -Firm the panel of three names as aforesaid within the period specified, the Architectural -Firm shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employer shall on receipt of the names as aforesaid, select any of the persons and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Arbitrator within 30 days of the receipt of the panel and inform the Architectural -Firm accordingly, the Architectural -Firm shall be entitled to appoint one of the person from the panel as Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed. The arbitration shall be governed by the Arbitration & Conciliation Ordinance 1996 as in force from time to time. The award of the arbitrator shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrators shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be reasoned award. The fees, if any of the Arbitrator shall, if required to be paid before the award is made and published, be paid in equal proportion by each of the parties. The cost of the arbitration including the fees if any, of the Arbitrator shall be borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator in the award. The Employer and the Architectural -Firms also hereby agree that the arbitration under this cause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

The arbitrator or arbitrators or Umpire, as the case may be, will be fellows of the Indian Institute of Architect or Fellow of Institute of Engineers (India). The award of the Arbitrator(s) or Umpires, as the case may be, shall be final and binding upon the parties to the Arbitration. The Architect will furnish to Bank a Security Deposit in the form of a Bank Guarantee for an amount of 5% of their total fees (approx.) within 30 days of the date of agreement. On completion of the project, the Bank Guarantee against Security Deposit will be converted into a Performance Bond to be valid for 12 months from the date of virtual completion of the last contract.

Professional Liability Insurance Clause:

The Architectural -Firm shall obtain an insurance policy covering Professional Liability Risk to the extent of **Rs. 5.0 lacs** (Rs. Five lacs) and endorse such policy in Bank's favour and/or otherwise make the claim of any under the policy payable directly to the Bank by the Insurance Company till the completion of the project. All disputes arising out of the or in connection with the agreement shall deemed to have arisen in the city where project is being executed & only the said courts in the city shall have the jurisdiction to determine the same.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands hereto and on a duplicate hereof at the place and on the day, month and year hereinabove first mentioned.

SIGNED AND DELIVERED FOR AND ON BEHALF OF THE ARYAVART GRAMIN BANK BY SHRI-----

IT'S DULY CONSITUTTED ATTORNEYIN THE PRESENCE OF

1-----

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SIGNED AND DELIVERED FOR AND ON BEHALF OF THE ARCHITECTURAL - FIRM
BY PROPRIETOR
IN THE PRESENCE OF

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ANNEXURE – III

S.No.	SCHEDULE	PERIOD
1	Submission of Sketch Plans	Within 4 weeks from the date of receipt of instructions from the Employer.
2	Submission of detailed drawings and detailed estimate complete in all respects for the project	Within 6 weeks from the date of Employer's approval of the sketch plans.
3	Submission of required drawings to the municipal and other local bodies	Within 4 weeks from the date of Employer's approval of the sketch plans.
4	Submission of drawings and draft tender for the main job complete in all respect including sanitary and water supply works, electrical works, path and road ways, drainage, area, development etc, necessary for main job	Within 8 weeks from the date of Employer's approval of the sketch plans.
5	Submission of drawings and draft tender for the other items of work viz air conditioning, lift installation, fire fighting ,tube well and water treatment plant, sewage treatment plant, horticulture, etc and any other items of work in the exterior of the main buildings	Within 4 weeks from the date of Employer's approval of the main drawings in the item no. 4
6	Submission of Architects report on various tenders	Within 2 weeks from the date of reporting from PMC
7	Submission of working drawings (Architectural Floor plan & Details structural drawings, plumbing, sanitary and fire protection and detection drawings , electrical & HVAC drawings curtain wall and atrium etc	Within 4 weeks after approval from the bank.

Signature & Seal of the Architectural -Firm

Date:.....

Note : The above time periods may vary depending upon the quantum of the project.

**ANNEXURE- IV
MODE OF PAYMENT TO ARCHITECTURAL –FIRM**

S.No.	STAGE	%AGE OF FEES
1	On submitting final preliminary drawings/designs/ preliminary survey/soil test report/study model along with the modified estimate of cost and on approval of the same by Aryavart Gramin Bank.	10.00
2	a) On submission of preliminary drawings to statutory bodies, if any, for approval at required stages on pro-rata basis. (b) On approval of plan and obtaining commencement certificate at required stage on pro-rata basis.	5.00 5.00
3	During preparation of basic working drawings on pro-rata basis and details sufficient for preparing item wise estimates or costs for the approval of Baroda Uttar Pradesh Gramin Bank and preparation of structural and various Specialist's services design in form of drawings (and their approval to the drawings by authorities concerned)	5.00
4	Submitting detailed specifications, bill of quantities, detailed Architectural working drawings, structural and services designs together with estimate of costs, sufficient to invite tenders. Issue of tender notices in respect of all trades, submission of recommendation to Bank and execution of contract documents for the various trades by Bank on pro-rata basis.	5.00
5	On submission of complete set of drawings and details sufficient for the work to be executed at site	5.00
6	During course of construction work on site (in installments) as construction work proceeds and in proportion to the value of work executed.	45.00
7	On completion of work (Balance if any) and on obtaining occupation certificate and other Certificates required for physical occupation.	10.00
8	On final completion of the building, closing of account, issue of No Objection Certificate for refund of Security Deposit to Contractors and Defects Liability Period and final completion Certificate of Local Authorities.	10.00
	TOTAL	100.00

Date.....

Signature & Seal of the Architectural -Firm

ANNEXURE – V

Certified that the various items of works claimed in this.....running bills/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/ Associates specifications and drawings, we further certify that we have checked the measurements to the extent of percent but not less than 25% of each item obtained in this bill. Hence, the bill is recommended for payment of Rs._____.

Signature & Seal of the Architectural -Firm

Date:.....

Note :

1. No Tender fee shall be paid to the Architect/ Consultant when tenders are downloaded from the Bank's website. However, in case tender has been issued by the Bank stationery cost of tender document shall be recovered from the applicants.

2. While calling for the applications/proposals from the Architect, above agreement format may be enclosed for the reference of the participating Architect to avoid any future confusion & disputes.

ANNEXURE – VI

Ref :

Date:.....

**The Chairman
Aryavart Gramin Bank
Head Office, A-2/46, Vijaykhand
Gomtinager,
LUCKNOW (UP)**

PRICE/FINANCIAL BID

Dear Sir,

Re: Construction of Bank's Building of Aryavart Gramin Bank Avas Vikas Lohia Puram, District –Farrukhabad (U.P.)

Ref : Your tender notice dated,displayed on Bank's website only for empanelled architects.

With reference to the above ,our Professional Fee for the above Project for the services to be rendered as per Annexure I, II, III, IV & V submitted separately will be.....%(.percentage) of the Actual cost of work / accepted tender cost whichever is less.

Thanking You,

Yours truly,

Signature & Seal of the Architectural –Firm

For.....

Date:.....