

**Notice Inviting Tender for Selection of Architectural Consultant**

**For**

**The Proposed Construction Of**

**ADDITION AND ALTERATION OF PREMISES FOR BRANCH CUM  
RESIDENCE AT KODAIKANAL**

**TECHNICAL BID**

(To be submitted in sealed envelope)

**Last date for submission of Application: 03.00 pm on 08.11.2018**

**Ref:No: ZO:EST:001:2018-19**

**Date :17.10.2018**

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**NOTICE INVITING TENDER**

Indian Bank, Zonal Office, Madurai invites sealed tenders (Two bid system) for Selection of Architect for Addition and alteration of premises for branch cum residence at Kodaikanal

1.	Name of Project	Addition and alteration of premises for branch cum residence at Kodaikanal
2.	Period of completion	12 months reckoned from 15 <sup>th</sup> day from the date of issue of the Work Order
3	Tender Documents	Tender documents can be downloaded from banks website <a href="http://www.indianbank.co.in/tenders">www.indianbank.co.in/tenders</a> from 17.10.2018 to 08.11.2018
4	Cost of Tender Documents	Nil.
5	Pre-bid meeting	02.11.2018 at 11.00 AM at Indian Bank, Zonal Office, 100-101 East Avanimoola Street, Madurai
6	Last date of submission of tenders	08.11.2018 up to 3.00 PM at Indian Bank, Zonal Office, Madurai.
7	Date of opening Tender (Technical bid)	08.11.2018 at 4.30 pm. at Indian Bank, Zonal Office, Madurai.
8	Date of opening of Price Bid	Will be intimated later to the pre – qualified bidders

Note:

1. Indian Bank reserves the right to reject any or all tender/ bids without assigning any reason.
2. Indian Bank is not liable to make any payment to tenderers for preparation to submit the bid.

**ZONAL MANAGER**

Indian Bank, Zonal Office,  
Madurai

**NOTICE INVITING TENDER FOR SELECTION OF ARCHITECTURAL  
CONSULTANT FOR THE PROPOSED ADDITION AND ALTERATION OF  
PREMISES FOR BRANCH CUM RESIDENCE AT KODAIKANAL**

**TECHNICAL BID**

**GENERAL INSTRUCTIONS**

- a) Sealed tender in prescribed form are invited from reputed architects for selection of architectural consultant for Addition and alteration of branch cum residence at Kodaikanal
- b) The eligible architects interested in rendering professional services are requested to submit their tender in the specified proforma in two envelope system i.e **Technical Bid** (Envelope-1) and **Price Bid** (Envelope -2).
- c) The **Technical Bid** shall contain eligibility criteria and general instructions, general terms and conditions, services to be rendered by the architect and form of agreement. The envelope containing technical bid shall be superscribed as **“Technical Bid for selection of Architect for Addition and alteration of premises for branch cum residence at Kodaikanal”**
- d) The **Price Bid** shall contain the basic fee as per the specified proforma and the envelope containing the entire price bids shall be superscribed as **“Price Bid for selection of Architect for Addition and alteration of Premises for branch cum residence at Kodaikanal”**
- e) The two envelopes containing Technical bid and Price bids should be placed in a single sealed envelope and superscribed as **“Tender for selection of Architect for Addition and alteration of Premises for branch cum residence at Kodaikanal”**
- f) The applicant should ensure that every page of the down-loaded Technical bid and Price bids **is signed by applicant with stamp (seal).**

**TECHNICAL BID**

**SELECTION OF ARCHITECT FOR ADDITION AND ALTERATION OF PREMISES FOR BRANCH CUM RESIDENCE AT KODAIKANAL**

**PROFILE**

1)	Name of the Firm	:
2)	Address	:
3)	Name, Telephone Nos. including Mobile of contact person	:
4)	E-mail ID and Fax No	:
5)	Constitution of the Firm	: Individual/ Proprietorship / Pvt. Ltd. / Public Ltd.
6)	Year of Establishment	:
7)	Name of Partners / Associates	:
8)	Bio-data of Consultant/ Partners / Associates, Details may be given in the Enclosed format ( <b>Annexure 'B'</b> )	:
9)	(a) Registration Number with Council of Architects (COA) / Indian Institute of Architects (IIA). ( <b>copy of valid registration to be enclosed</b> )	:
	(b) Details of Goods & service tax registration ( <b>Copy of GST registration to be enclosed</b> )	:

	(c )Amount of Service Tax paid year-wise during last 3 financial years ending on 31.03.2018 – Please attach relevant documents	:
10)	Name and value of major Building Construction works completed during the Last 7 years. Details may be given in the enclosed format ( <b>Annexure ‘C’</b> )  i) Project completed if any, in the hilly region, the details of which can be enclosed.	:
11)	Name & value of the major Building Construction work on hand. Details may be given in the enclosed format ( <b>Annexure ‘D’</b> )	:
12)	Details of modern amenities provided in the building	:
13)	List of Technical Personnel employed	:
14)	List of other Personnel employed	:
15)	List of consultants – Structural Engineers / Electrical / PH engaged by the Firm	:
16)	List of office equipments owned by the firm	:
17)	Banker’s Name/ Branch	:
18)	a) Last three years audited balance sheet to be enclosed	:

19)	a) List of registration with other Organizations	:
	b) List of completion certificate etc. from the clients or completed / ongoing projects	:
	c) Certified copies of the letter of intent for award of the work from reputed private/ multinational organizations/ PSUS etc.	:
20)	Particulars of participation in competitions and awards if any received	:

**Note:** Please enclose separate sheets for additional information, photographs, and documents.

Signature of the Consultant with seal

Date:

Place:

Annexure 'B'

**TECHNICAL BID****SELECTION OF ARCHITECT FOR ADDITION AND ALTERATION OF PREMISES FOR BRANCH CUM RESIDENCE AT KODAIKANAL****BIO-DATA OF THE CONSULTANT/ PARTNERS/ ASSOCIATES**

1. Name :
2. Associates with the firm since :
3. Year of opening/ incorporation :
4. Professional Qualifications :
5. Professional Experience :
6. Professional Affiliation :
7. Membership in :
8. Details of Published papers  
in Magazine :
9. Details of cost effective methods/  
designs adopted in the projects :
10. Exposure to new materials/  
Techniques :
11. Details of Features of green  
buildings provided in the buildings :
12. Details of modern amenities  
provided in the buildings :

Signature of the Consultant with seal

Date:

Place:



**TECHNICAL BID**

**SELECTION OF ARCHITECT FOR ADDITION AND ALTERATION OF PREMISES FOR BRANCH CUM RESIDENCE AT KODAIKANAL**

**LIST OF MAJOR BUILDING CONSTRUCTION WORKS COMPLETED DURING THE LAST 7 YEARS ENDING AS ON 31.03.2018**

Sr. No.	Name of the Client	Nature of work	Location of the building / municipal limits	Estimated value	Area in Sq.ft.	Height of the building	Date of start	Period of completion	Actual date of completion	Final value of the project	Reasons for the variation / delay if any
1	2	3	4	5	6	7	8	9	10	11	12

**Note:** (a) The credentials issued by the Clients shall be enclosed including letter of award of the work/ completion certificate if any.

(b) The work should have been executed by the firm under the name in which they are submitting the applications.

Signature of the Consultant with seal

Date:

Place:

**TECHNICAL BID****SELECTION OF ARCHITECT FOR ADDITION AND ALTERATION OF PREMISES FOR BRANCH CUM RESIDENCE AT KODAIKANAL****LIST OF MAJOR BUILDING CONSTRUCTION WORKS ON HAND AS ON 31.03.2018**

Sr. No.	Name of the client	Nature of work	Location of the building / municipal limits	Estimated Value	Area in Sq.ft.	Height of the building	Present position	Scheduled date of completion	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of the Consultant with seal

Date:

Place:

**TECHNICAL BID****SELECTION OF ARCHITECT FOR ADDITION AND ALTERATION OF PREMISES FOR BRANCH CUM RESIDENCE AT KODAIKANAL****1. QUALIFICATION (PQ) CRITERIA**

(i) Minimum 07 years experience as an Architectural Consultant as on 31.03.2018. The experience should include all consultancy services for buildings such as architectural, structural, engineering and all internal and external services including electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, fire fighting / horticulture, parking, rainwater harvesting, interior etc.

(ii) The consultant should have planned, designed & supervised viz. offered all types of consulting services as in (i) above in a single and/or more building projects, from inception to completion.

(a) At least 3 commercial buildings. Preference will be given to those who have designed and executed commercial buildings in the last 7 years, as on 31.03.2018.

(b) The firm should have successfully completed similar works during last 5 years ending on 31.03.2018 should be either of the following:

a. Three similar works of not less than 40%(Rs 36.63 lac) of the total cost of the proposed Project.

**Or**

b. Two similar works of not less than 50%(Rs 45.79 lac) of the total cost of the proposed Project.

**Or**

c. One similar works of not less than 80% (Rs 73.26 Lac) of the total cost of the proposed Project.

(C) At least one building for public sector organization/ Bank or reputed national / multinational companies (whose turnover is above Rs.100 crore per annum) within last 5 years ending on 31.03.2018.

(iii) The partner/ associates/ permanent employees of the consultant should have a valid registration and license as an Architect and Structural Engineer etc. from statutory authorities viz. Council of Architects etc.

(iv) The structural Engineer should have prior experience in carrying out addition and alteration works of minimum two projects.

2. The consultant should have adequate number of qualified architects, engineers, structural engineers and other personnel on the payroll / establishment of the company and should also have tie up arrangements with reputed registered and licensed services consultant, structural consultancy firms etc.

3. The fees should be inclusive of all applicable taxes/ charges and also charges for one visit in a week by the Senior Architects at site including travelling, lodging and boarding charges of the firm and nothing will be payable extra on this account to the Architects. However, the Goods & Service Tax is payable extra by the Bank on the fee payable to the Architects. The Bank will reject the conditional offers.

4. The application forms have to be submitted in a prescribed format in a two cover system viz. technical and price bid in a **sealed cover** along with other details etc. as laid down in the tender. Both the above sealed covers one named as technical and the other price bid should be placed in a third sealed cover superscribed with “**Selection Of Architect For Construction Of Branch Premises and Residential Quarters at Kodaikanal.**”

The **last date** for submission of completed application form in the prescribed format at this office will be up to **3.00 pm on 08.11.2018.**

5. The Bank reserves the right to assign the work to the consultants based on their infrastructure availability and business parameters.
6. The fees quoted will be for rendering **complete Architectural service.** Fees payable for Architectural service will be made from the stage of preparation of plan to completion of work as per our Standard method of payment as per agreement.
7. The Bank reserves the right to reject any or all the applications without assigning any reason thereof.

Signed as token of acceptance

Signature of consultant with seal

Date:

Place:

**GENERAL TERMS & CONDITIONS**

- a. The terms and conditions shall form part of the tender to be submitted by the architect to Indian Bank (hereinafter referred to as the Bank/ Employer).
- b. **All the pages of the tender are to be signed by the architect/ authorised signatory.** Any over-writing to be duly initialed by the architect.
- c. The architects are requested to submit their tender duly filled in latest by **3.00 P.M** on **08.11.2018** at the following address:  

Zonal Manager  
Indian Bank  
Zonal Office  
I Floor, 100-101 East Avanimoola Street,  
Madurai- 625001.
- d. Tenders received by the Bank after due date and time as stated above shall be rejected.
- e. There should not be any deviation in terms and conditions as have been stipulated by the Bank. Tenders not confirming to any of the above shall be rejected.
- f. **The architects should fill the relevant details in the specified proforma of the Price Bid properly. Price bid in any other form or incomplete proforma will not be considered and shall be rejected.**
- g. The technical bids of the eligible architects will be opened by **4.30 P.M** on **08.11.2018** by the Tender Opening Committee constituted for the purpose in the presence of those who choose to be present at the above said office of the Zonal Manager, Zonal Office Madurai. The architects are advised in their own interest to be present at the time of opening of the tenders on the said date, time and venue.
- h. After scrutiny of the technical bids, the price bids of the architects fulfilling the eligibility criteria and confirming alone to be opened by the Tender Opening Committee constituted for the purpose. The price bids will be opened on the same day or on another date with prior intimation to the architects whose technical bids are acceptable to the Bank.
- i. The Bank reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- j. The Bank may deploy a Civil Engineer from their panel or any individual to oversee the quality of construction at different stages or as an option, the same may be requested from the Consultant concerned.
- k. The functional office to be headed by an Architect having at least 3 years of experience after graduation (B.Arch).
- l. The consultant has to prepare necessary plans for the same and facilitate getting approval from statutory authorities, if required, as per prevailing rules & guidelines.

## SERVICES TO BE RENDERED BY THE ARCHITECTS

The architect shall render the following services in connection with and in regard to the said works including **periodical site supervision of the project for its smooth execution.**

- a). Take Employer's instructions, visit to the site, prepare and submit sketch plans as per Employers requirements, including preparation of alternatives and carrying out necessary revisions till the schematic plans are finally approved by the Employer in accordance with the local governing codes/standards, regulations etc. making approximate cost based on unit cost and submit along with a detailed project report on the scheme so as to enable the Employer to take a decision on the finalized designs/ plan.
- b). Submit a proper PERT/BAR CHART incorporating all the activities such as preparation of working drawings, structural drawings, detailed drawings, tender documents, execution of work, etc. required for the completion of the project.
- c). Prepare required detailed drawings on receipt of approval of the schematic plans by the Employer. submit drawings to municipal or any other appropriate authorities, maintain liaison with local municipal corporation, government authorities for obtaining approval of the plans, commencement certificate, plinth checking certificate, completion certificate, occupation certificate etc. as per the regulation of local authorities and obtain their approval/sanction for construction, completion and occupation.
- d). Testing of soil, determination of bearing capacity and other properties of soil, design and prepare architectural detailed drawings, structural calculations and drawings, layout drawings for water supply and drainage, electrical installations including UPS, generators and security equipments as applicable, detailed estimates of cost, rate analysis for all items, take off sheets and all such other particulars as may be necessary for preparation of bill of quantities. The cost of conducting soil tests in a Government approved firm, will be reimbursed by Indian Bank.
- e). Prepare prequalification document for selection of contractor of the work, scrutinize the applications for short listing of the contractors for various trades, forward recommendations to the Employer for selection of the contractors.
- f). Prepare detailed tender documents for various trades viz., general builders work, interior work, air-conditioning, fire fighting installation and specialist services such as water supply and sanitary installation, electrical installation & landscaping etc., complete with articles of agreement, special conditions, conditions of contract, specification, bill of quantities, including detailed analysis of rates based on CPWD/ market rates, time and progress charts, etc.

- g). Prepare tender notices for issue by the Employer from pre-qualified/shortlisted parties/contractors as the case may be for all trades and submit assessment reports thereon, together with recommendations specifying abnormally high (AHR) and low rated (ALR) items.

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

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

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

- h). Prepare contract documents for all trades and getting them executed by the concerned contractors.
- i). Prepare for the use of the Employer, the contractor and site staffs etc., 4 copies of contract documents for all trades including all drawings, specifications, and other particulars. Prepare such further details and drawings as are necessary for proper execution of the works.
- j). Assume full responsibility with 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. The architects shall ensure that the contractors comply with the Labour laws.
- k). No deviations or substitutions should be authorized by the Architect/ Consultant without working out the financial implication, if any, to the contractor and obtaining approval of the Employer. However, where time does not permit and where it is expedient, the Architect/Consultant may take decisions on behalf of the Employer, the total cost of the item/deviation of which should not exceed Rs.10,000/-. This deviation shall be got subsequently ratified from the Employer duly justifying his action at the earliest.
- l). 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. Architects shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Architect to check the measurements of various items. The prescribed format for certification of bills is as under:-

“Certified that the various items of work claimed in this .....running bill/ final bill by the contractors .....have been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully conforming to the standard/prescribed specifications and drawings. We further certify that we have checked the measurements of various items as necessary claimed in this bill. Hence the bill is recommended for payment of Rs.....”

Date:

(Signature of the Architect)

The Architects shall endorse the above certification in the relevant Measurements Books also.

- m). Working out theoretical requirement and actual consumption of cement, steel and any other material, if and as specified in the tender, on a regular basis for each bill.
- n). Certify after test/commissioning/final inspection and check as the case may be, the completion of the work and/or satisfactory functioning of the system in services and utilities as the case may be.
- o). On completion of the work/satisfactory functioning of the service system and certification of completion/satisfactory commissioning prepare and supply four sets of "as-built" drawings with relevant calculations of the design/engineering for the records of the Bank. The Architects shall verify and confirm that identification marks are made on all service installations/ cables/wiring, etc. as the case may be, to carry out future additions/alterations/maintenance jobs.
- p). Wherever the work involves any structural additions/alterations, the Architect shall furnish one complete set of structural design, calculations and structural designs for the Employer's records. Obtain permission from local authorities for facilities and services as a result of addition, alteration and modification wherever required.
- q). Complete requisite formalities and obtain necessary service connections such as water supply, electrical, drainage, sewerage and other services from local authorities.
- r). Take timely action for revalidation of sanction for construction from local authorities as applicable.
- s). Obtain final building completion and /or occupation certificate and secure permission of municipality, fire department, defence authorities and any such other authorities as per the byelaws/laws/regulations/rules etc. for occupation of the building and refund of deposit if any, made by the Bank to the Municipality or any such other authority.



- t). Assist the Bank during inspection of work by a wing of Central Vigilance Commission, organization, prepare detailed reports to CTE's observations and help rectification of the observations of CTE if any.
  - u). Assist the Employer in all arbitration proceedings between the contractors and the Employer. The Architect also defend the Employer in such proceedings and prepares report/replies to the claims of the contractor.
  - v). Advise the Employer well in advance regarding steps to be taken by the department/Bank to discharge Employer's responsibilities in execution of contract agreements and for smooth and speedy progress of work.
  - w). The Architect shall hold periodical review meetings (at least once in a fortnight) for smooth completion of work.
  - y). During planning stage, the Architects/ representatives shall visit Bank's office Finalization of plan, quantity estimates, rate analysis and tender documents or for any other purpose in connection with the work as required by the Bank.
  - aa). The architect shall visit the office of Municipality and any other such authorities for approval of building plan, obtention of commencement certificate, plinth level certificate, water supply connection, sewer connection, fire clearance, completion certificate, occupation certificate, or any other certificate required to be obtained as per Municipal authorities and or any other local authorities as per building byelaws/ laws/rules/regulations etc. and obtain the same. Any fee paid for this purpose to the statutory bodies may be paid/ reimbursed by the Bank upon producing documentary evidence for the same.
  - bb). The architect shall enter into an agreement with the Employer in the prescribed form of agreement attached with this tender.
  - cc). The Architects shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over for occupation to the Bank.
  - dd). All services as stated above and as stated in the form of agreement and any other services connected with the works usually and normally rendered by the Architects but not referred to herein above.
  - ee). The fees quoted by the architects shall include all the above mentioned services required to be provided by the architects in connection with this project.
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**FORM OF AGREEMENT**  
**(Draft Format)**

THIS AGREEMENT made at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Eighteen between Indian Bank having its Zonal Office at Madurai (hereinafter called "the Employer") of the ONE PART and \_\_\_\_\_ (Name and address of the Architects) hereinafter called "the Architects" of the OTHER PART. Whereas the Employer intends to construct Branch Premises and Residential Quarters at Kodaikanal (hereinafter called "the Project") and whereas the Employer is desirous of appointing the Architects for the purpose of designing, site supervision and completion of the project.

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

- 1) The employer agrees to pay the Architects as remuneration for the professional services to be rendered by the Architects in relation to the said project particularly for the services mentioned in the tender documents and this agreement, a fee calculated at specified percentage (as quoted in the price bid) of the estimated cost or accepted tender cost or actual cost of project whichever is less. The said fee being hereinafter called as "Basic Fee". In case there is an escalation in the actual project cost over the accepted tender cost, the payment to the Architect shall be worked out as below:
  - 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 stipulation given below:-

In case, the actual cost of work is more than the tendered cost as a result of authorised changes in the specification and /or quantities of the scheduled items or the operation of duly approved additional or substitute items, if any, such actual cost and not the accepted tender cost (without taking into account any escalation), will be considered as the cost on the basis of which basic fees will be worked out and the ceiling will also pertain to basic fees thus worked out.

- 2) The Architects/Consultants shall take the Employer's instruction, prepare scheme designs, make approximate estimate cost by cubic measurements or otherwise, prepare working drawings, prepare structural, electrical services, drawings, prepare specifications, prepare bill of quantities and detailed estimate with rate analysis, prepare tender documents, assist in obtaining tenders, advise on tenders received, prepare contract documents, nominate and instruct consultants (if any), coordinate activities of all consultants with the local Architects/PMC if and as applicable,

prepare such further details and particulars as are necessary for the proper carrying out of the works, advise Employer on technical and financial implication on the deviation/amendments (if any), from the approved scheme and give site supervision, measurement, quality control, variation management and complete project management.

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

No deduction will be made from the Architects'/Consultants fee on account of liquidated damages or such other sums withheld from the payments due to the contractor. However, the employer reserves the right to withheld /defer the payments due to the Architects till the completion of milestone levels as envisaged in the original programme charts.

- 3) No traveling allowance (T.A), daily allowance (D.A) or any other allowance shall be paid to the Architects for visit to the Corporate Office, Zonal offices of the Bank, office of the local authorities etc.
- 4) Apart from such copies of drawings as required for submission to the local authorities and 4 sets of contract documents for all trades, the Architects will supply additional copies of drawings free of cost, as follows:
  - i. Two sets of all drawings for contractors.
  - ii. Two sets of all drawings for clerk of works/site engineer.
  - iii. One set of all drawings for Service Consultants, if any.
  - iv. Two sets of all drawings to the Employer.
  - v. The Architect shall furnish two sets of complete design calculation and drawing for the structural work and other items in the trade for record by the Employer, whenever the work involves structural work, addition and alteration as well.
  - vi. The Architect shall furnish two sets of completion plan of the Building/Structures including all services on completion of the project, along with a complete set of design calculations and structural drawings to form a permanent record for the Employer to be consulted in case of any future additions/alterations at a later stage.

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

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

Total fee calculated at specified percentage of the cost of work as quoted in price bid and stages of payment will be as given below for architects.

- i. On the preparation and approval of sketch design and preliminary estimates –10 % of total fees.
- ii. On preparation and approval of detailed architectural working drawings, structural and service drawings as required for preparing detailed estimates of cost - 35 % of total fees (inclusive of fees paid in previous stages).
- iii. On preparation of detailed estimates, preparation of tender documents and its approval, tender process, detailed report and recommendations on tenders received – 50 % of total fees (inclusive of fees paid in previous stages).
- iv. For making visits (minimum 1 visit in a week and maximum as required at the site) to the site/employers office for inspection and quality surveillance, certification of contractors bills, preparing other details and drawings as may be required during execution along with variation control - to be paid progressively with execution of the work - 90 % of total fees (inclusive of fees paid in previous stages).
- v. Verification, certification and settlement of final bill of the contractors, issue of completion certificate to the contractors and as built drawings to the employer – 95% of total fees (inclusive of fees paid in previous stages).
- vi. At the end of Defect Liability of period of contracts - 100 % of total fees (inclusive of fees paid in previous stages).

Note:

- a) The fees as stated hereinabove will also be applicable to engineering services work.
  - b) The fees as stated hereinabove will be adjusted on the basis of the latest available estimated cost or if tenders have been received then on the lowest bonafide tendered cost. For stage (iv) onwards progressive payment will be made on the basis of cost of works done.
  - c) The final installment of fees shall be adjusted on the basis of actual cost of works, subject to the stipulation and ceiling given in clause 1 herein before.
6. i). If requested by Bank, the Architect/ Consultant shall give total supervision with complete execution responsibility within the amount quoted for Project Management Charges. The architects shall employ one Civil Engineer (minimum qualification B.E/B.Tech in Civil Engg.) having at least 3 years experience after graduation, at the site as their representative who shall be always available at the project site (from the

date of start of work to completion of work assist the Bank in day to day supervision of work, measurement of work and liaison with the Bank for execution of work. The architects shall be considered as principal employer of the engineer for all purposes.

- ii) The Architects shall not make any material deviation, alteration, addition to or omission from the approved design without the knowledge and consent of the Bank.
- 7). The Architects shall engage qualified and competent/ reputed Soil, Structural, Electrical, Water Supply & Plumbing and Air conditioning Consultants (if in house facility is not available) as required to assist them in the preparation of design and details for these services. The fees payable to these Consultants shall be borne by the Architects out of the fees received by them. The latter shall be however fully responsible for the design and soundness of the works of such Consultants and shall also co ordinate the activities of various consultants. The architects shall be considered as employer for these consultants for all purposes. The structure designed shall be earthquake resistant and shall be taken care in the design itself.
- 8). In case where the Architects/ Consultants perform partial services for any reason, including the abandonment, deferment, substitution or omission of any project and/or works, or part thereof, and if the services of the Consultants/Architects are terminated, the charges payable in respect of the services performed shall be as follows:  
  
Payment will be made in accordance with Clause 5 hereinabove written for the stages that have been completed. For the incomplete stage, payment will be made on quantum-merit basis in which case assessment of fees will be made with due regard to all relevant factors.
- 9). In case of any dispute between the Architect and Consultant or any other agency, the matter shall be referred to the Bank whose decision shall be final and binding on all parties.
- 10). In case it is established that due to fault of Project Architect/ Consultant the Bank has to pay any extra amount due to over-run of the Project, over measurements - faulty description of tender item or any other lapse on the part of Project Architect/Consultant necessary recovery may be effected from the Project Architect/Consultant's fee as per provision of section 73 of Indian Contract Act 1872 under section 30 of Architects Act 1972 (Central Act No. 20 of 1972), besides Bank's taking recourse to process recovery of the extra amount incurred by the Bank. The Consultant's say be however limited to 10 percent of the fees paid to him.
- 11). In the event of any dispute, difference or question arising out of or touching or concerning this agreement or the execution of the project, the same shall be referred, at the option of either party (Bank or the Architects), to the arbitration of a sole Arbitrator nominated by Competent Authority of the Bank. The award of the arbitrator shall be final and binding upon the parties.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal / other legal recourses.

- 12). This agreement can be terminated by either party on giving 3 months' written notice normally to be delivered at the registered address of the parties. However, in exigent circumstances, the services of the Architects can be terminated by the Bank by giving notice of lesser period.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

Signed, and delivered by Shri \_\_\_\_\_  
Zonal Manager,  
Indian Bank,  
Madurai

in the presence of

1. \_\_\_\_\_ (Name and Signature)
2. \_\_\_\_\_ (Name and Signature)

Signed and delivered by the hands of Shri \_\_\_\_\_  
Partner of (Name of the  
Architects) in the presence  
of

1. \_\_\_\_\_ (Name and Signature)
2. \_\_\_\_\_ (Name and Signature)

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**Place:**

**Date :**

**Signature of the Architect with seal  
(in token of acceptance of all terms and  
conditions of the tender)**