

**BANK OF BARODA
JAIPUR ZONE**

**BANK OF BARODA
ZONAL OFFICE,
BARODA BHAWAN
PLOT NO 13, 3rd FLOOR,
AIRPORT PLAZA, DURGAPURA,
JAIPUR - 302018**

**NOTICE FOR PRE-QUALIFICATION-CUM-TENDER FOR ENGAGEMENT OF
PROJECT ARCHITECT**

Bank of Baroda invites sealed/properly pasted Tender from eligible Architects of repute in two Bid Systems for Providing Comprehensive Architectural Consultancy Services for Construction of **Construction of Administrative/Regional Office Building at commercial plot no. C.P. -65, Automobile Service Sector, Phase-2, RIICO IND., Jhunjhunu**, at plot having area 650 sq.mtr. approx., having ground and 2 upper floors tentatively.

Duly completed application forms, which can be downloaded from Bank's website, should reach the Office of General Manager, Bank of Baroda, Zonal Office, Jaipur Zone, Baroda Bhawan, Plot No. 13, Airport Plaza, Durgapura, Jaipur - 302018 on or before **29.06.2024 by 03:00 PM.**

For further details log on to our website www.bankofbaroda.co.in/tenders.asp

Corrigendum/Addendum, if any, will be issued only on our Bank's website. Bidders are requested to visit regularly our Bank's website www.bankofbaroda.co.in/tenders.asp before submission of bid in their own interest.

Note: Architect who have appointed/applied earlier (if any) for this site/work need to apply a fresh (if they wish so) against this tender/notice as their earlier appointment/application shall be treated as cancelled/concluded.

NOTICE FOR PREQUALIFICATION CUM TENDER FOR ARCHITECT

1. Bank of Baroda invites sealed offers from eligible Architects Firms in **two Bid System** (Technical and Financial) for the following work:-

Sr. No.	Name of Work	Estimated cost in Rs.(approx.) excluding GST
1.	Providing Comprehensive Architectural Consultancy services including supervision of Construction of Administrative/Regional Office Building at plot no. C.P. -65, Automobile Service Sector, Phase-2, RIICO IND., Jhunjhunu, Rajasthan	Rs. 480 Lacs (this estimate is purely tentative, actual estimates to be prepared at later stage by appointed Architect as per prevailing norms)

2. Architects desirous of tendering for above work and fulfilling the following requirements shall be eligible (Technical Bid specification)-

- (i) Experience of having successfully completed **similar works** (Providing Architectural Consultancy services for Construction of building minimum ground+ 2 upper floors tentatively) of any one value/amount of the following during last -7- years ending on 30.04.2024:

- a) Three similar completed works each costing not less than **Rs. 192 Lacs** of proposed work.
OR
b) Two similar completed works each costing not less than **Rs. 240 Lacs** of proposed work.
OR
c) One similar completed work costing not less than **Rs. 384 Lacs** of proposed work.

(ii) Out of above, one work must be of similar nature of comparable magnitude / value in the past seven years preferably with public sector units/Banks/government organisations / reputed corporate houses having their annual turnover more than Rs. 100 crore. Architects shall submit the Performance Certificates from the respective previous employers in support of above otherwise application is liable to be rejected.

(iii)) Persons who have Graduate / Post Graduate Diploma in Architecture / respective branch of engineering either from India or abroad and / or have done considerable extent of work as Architect for a period of minimum three years as on 31.04.2024 to be considered.

3. The applicant must have minimum **three years'** experience preferably working with Public Sector Units / Government Organizations and must be the member of **Council of Architecture**.

- 4 They must be having adequate organizational setup and reasonable presence in the work area and nearby i.e. in Rajasthan. Having sufficient number of experienced personnel, technical know-how, and infrastructure to complete the project well in time.
- 5 Bank reserves right to reject/cancel any or all the applications without assigning any reasons or whatsoever.

SCOPE of Work (as per attached agreement format).The main features of the desired scope are listed below

- 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. Approval of drawings/layout from Local Govt. authorities, taking completion certificates from Govt. Authorities, Fire NOC, all other statutory approvals, etc is also in scope of Architect.
- 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. After Completion of Project submitting as built drawing, obtaining completion and occupancy certificate, NOC from Fire Deptt, Electric Deptt. etc. and all other statutory approval required for completion and operational of building.
- Preparing architectural detailed estimates and all such other particulars as may be necessary for preparation of bill of quantities (BOQ).
- Preparing pre-qualification documents for engagement of Contractor.
- Preparing detailed tender documents for engagement of Contractor.
- Preparing tender notices for issue by bank submitting together with recommendations specifying abnormally high and low rated items. Preparing contract documents/BOQ and getting them executed by the concerned contractors.
- Day to Day Supervision of construction work, preparing minutes, site reports, maintaining all the site and lab records, MB, Bills of Contractor etc. for completion of work. For the purpose, one qualified civil engineer having exposure to electro mechanical works to be posted at site by Architect.

- The sealed Technical Bid and Financial BID should be kept in two separate sealed/properly closed envelopes superscribing “Technical BID for Architect for Construction of Administrative/Regional Office Building at commercial plot no. C.P. -65, Automobile Service Sector, Phase-2, RIICO, Jhunjhunu,” and “Financial BID for Architect for Construction of Administrative/Regional Office Building at commercial plot no. C.P. -65, Automobile Service Sector, Phase-2, RIICO, Jhunjhunu, ” Both the above envelopes (Technical and Financial Bid) should be kept in one Single Envelope superscripting “Bids for Architect for Construction of Administrative/Regional Office Building at commercial plot no. C.P. -65, Automobile Service Sector, Phase-2, RIICO, Jhunjhunu,”.

- The financial bid of only those applicants will be opened who will qualify in the technical Bid. Date and Time for opening of Financial Bids shall be informed to technically qualified bidders separately.

17. Application, completed in all respects along with relevant documents duly superscribing the name of work on envelope must reach at the following address **on or before 29.06.2024 by 03:00 PM.**

The General Manager,
Bank of Baroda
Zonal office, Jaipur Zone
3rd floor, Baroda Bhawan,
Plot No.13, Airport Plaza, Durgapura
Jaipur-302018

- **Last date of receipt of application on or before 29.06.2024 by 03:00 PM**
- **Date of opening of Technical Bid- 29.06.2024 at 03:30 PM** in presence of available bidders who want to be present in the opening Process. Bidders are requested to present in their own interest at time of opening of Bid.

Instructions to the applicants for furnishing information as a part of application

Intending applicants are required to submit their **applications** with full bio data giving details about their organization, experience, technical personnel in their organization, competence 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 applicants 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. Date and Time for opening of Financial Bids shall be informed to technically qualified bidders separately.

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 fulfilment 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 Rs.192 Lacs.**

Clarification, if any required, may be obtained from the office of the General Manager, Bank of Baroda, Zonal Office, Plot No. 13, Airport Plaza, Durgapura, Jaipur (**Phone 0141 -2727125**)

Canvassing in any form in connection with pre-qualifications is strictly prohibited and the application of such persons/organizations who resort to canvassing will be liable to rejection.

The application, which is received after due date and time, are liable to be rejected.

Bank reserves the right to accept or reject any of the offers, without assigning any reasons, whatsoever thereof.

APPOINTMENT OF ARCHITECT

Basic information

1	Name of the applicant/organization			
	Address of the Registered Office (with phone numbers, fax numbers & e-mail ID)			
	Address of Local Office at Rajasthan (with phone numbers, fax numbers & e-mail 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) d) (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 Government/Semi-Government/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 1 Council of Architects 2 Indian institute of Architects (Enclose certified copies of documents as evidence)	Year of Reg.	Class	Valid upto
7A	Number of years of experience in the field and details of work in any other field			

8	Address of Registered Office and the Name & Designation of professional in charge	
9	Yearly turnover of the organization during last 3 years (year-wise) and furnish audited balance sheet and Profit & Loss a/c (audited) for the last 3 years.	
10	Name and address of Bankers	
11	PAN Number	
12	Details of registration for payment of service tax/GSTIN	
13	Detailed description and value of works done (Proforma 1) and works on hand (Proforma 2)	
14	Details of Key Personnel Permanently employed (Proforma 3)	
15	Other infrastructural information to be used/referred for this project (Proforma 4)	
16	Furnish the names of –3- responsible persons along with their designation. Address, tel. No. etc. for whose organisation, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	1. 2. 3.
17	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.	Attach a separate sheet, if required.
18	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 submitted.	
19	Undertaking regarding local office at Allahabad/Lucknow or nearby District through which the proposed work of the Bank will be handled.	

Sign. & seal of the Applicant

Bidders Signature with Company Seal

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Proforma-1

a) LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 7 YEARS COSTING Rs. 192 Lacs and ABOVE

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 -2- persons (Engineers & top officials of the organisation)	Contract amount (Rs) (for consultancy work only) with copy of work order and completion certificate from project in-charge)	Starting date of Project	date of completion of Project	Any other relevant information. Actual amount of project. If increased, give reasons.	Enclose clients certificate for satisfactory completion	No of Floors of building and Remarks
1	2	3	4	5	6	7	8	9

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

Proforma – 2

LIST OF IMPORTANT WORKS ON HAND COSTING Rs. 192 Lacs OF PROJECT COST & ABOVE.

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 & completion certificate from project incharge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant information.
1	2	3	4	5	6	7

Notes:-

1. 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

S.No.	Particulars	Name and Designation	Age	Qualification	Experience	Nature of works handled	Name of the Projects handled costing over 40% of the estimated cost	Date from which employed in your organization	Indicate details of experience for similar projects
1	Details of in house qualified architects for works								
2.	Structural Engineer								
3.	Civil Engineer								
4.	Electric Engineer								
5.	Draftsman								
6.	Any other information								

Proforma-4

List of Major office Equipment/ infrastructure in possession of the firm

<i>S.No.</i>	<i>Name of office equipment</i>	<i>No.</i>	<i>Utilization</i>	<i>Any other information if any</i>
1				
2				
3				
4				
5				
6				

Sign. & seal of the applicant
Date and Place

MODEL AGREEMENT WITH ARCHITECT

This AGREEMENT made at----- this----- day of between Bank of Baroda a body Corporate, constituted under Banking Companies (Acquisition & Transfer of Undertaking) Act 1970 & have its Head Office at Mandvi Baroda and Corporate office at Baroda Corporate Centre, C-26, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051 having one of the Zonal Office at Plot No.13, Airport Plaza, Durgapura, Tonk Road, Jaipur-302018 (here in after 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 Architect) having its office at-----

(hereinafter called the Architects, which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to(name and nature of the work), "AND whereas the Employer is desirous of appointing the said Architects for the said work design (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 has engaged services of as **Project Architect as well as Project Management Consultant.**

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

Architects' Services

1. Sketch Stage

- 1.1 Take Employer's instructions regarding the requirement of the works 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 plan including preparation of detailed area statement for FSI/FAR ad overall built-up area of building and carryout conceptualizing, and plan of all floors, and carry out necessary revision till the sketch designs are finally approved by the Employer. Prepare approximate 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 PMC/Site Engineer, Proof consultant and other consultant wherever necessary and special services including sewage treatment plant to be provided in the project, designing of guard station and obtain permission of project sign board inclusive of preparation of Prequalification documents/Tender Documents.
- 1.6 Obtain from municipal Authority or prepare 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 Insurance policy to be taken during progress of work, designing of guard station and obtain permission for project sign board inclusive of preparation of pre-qualification documents.
- 1.8 Submit the approved drawings to Municipal Authority and other concerned authority 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/certificate to employer.
- 1.9 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.
- 1.10 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/co-ordination 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 using latest materials to provide modern look including large scale designs, making designs and calculations and drawings for work 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 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, Consultant 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 Analyses 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 Contractor.

3.3 After Employer approves works order, advise the Employer on Contractor's 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 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 Comment and scrutinisation on shop drawing submitted by Contractors/Suppliers with a view to ensure that the same fits in its environment.

4.2 Give day to day supervision and inspection as may be necessary 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.

4.3 For the day to day supervision, Architect will post one qualified civil engineer at site having knowledge of electro mechanical work at their cost. In addition to Day to Day Supervision of construction work, Architect scope also includes-preparing of minutes, site reports, maintaining all the site and lab records, measurement at site, MB, verification and certification of Bills & measurement of Contractor etc. as per Bank's work manual, CPWD etc. guidelines for completion of work.

4.4 Suggest modifications if any due to site conditions or otherwise and give modified drawings, specifications and costs, if required.

Assume full responsibility for correctness of plans, design through structural consultant and designs for all services and ensure that the constructions and installation is generally according to design, drawings, and specification and as per terms of contract.

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

5. Certify Accounts

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

5.2 Advise the employer in connection with the final settlement of the initial rate able 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 rate able 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 Architect and non-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 Architects 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 Architects shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such general superintendence and 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 Architects 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 Architects 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 Architects 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 Architect can make deviation, alternation or omission from the approved design only after obtaining the written consent of the Employer. The architects 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 Architects 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 Architect shall immediately report the same to the Employer with adequate justifications for the same and obtain Employer's approval thereto.

6.6 After all the works are awarded, the Architect shall revise cost estimate for Employer's approval.

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

6.8 During the preliminary stage the Architects 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.

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

6.10 The Architects shall engage qualified and competent/reputed 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 Architect out of fees received by them. The architects 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 Architects. The Architects shall not terminate the services of any Consultants engaged by them without the consent of the Employer and the Architect 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 Architect shall be subject to review/endorsement and counter certification as per proforma

by the Architect. Architect shall, provide full details of bills and measurement, duly checked and Bank at his discretion shall check at random bills, rates, amounts upto about 25% of the measurements, to enable him to satisfy himself, while endorsing certificate bills already certified. The Architect shall endorse the all 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 Architects shall 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 Architects, the Employer shall be entitled to terminate the agreement and entrust the work to any other Architect.

7.2 If the Architects 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.

7.3 In case of termination of agreement, the Architect shall not be entitled to fees or compensation except the fees payable to them upto the state or work actually done which shall be decided and determined by the employer. In the event of Architects 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 Architects, after a reasonable payment upto the stage of work done for the stages of the Architects 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 Architects 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 Architects, the Employer may recover such extra amount after proven negligence from the fees due to the Architects as provided in Section 73 of Indian Contract Act 1872 and Section 30 of the Architects Act 1972, provided always their such damage or loss recoverable from the Architects shall not exceed 20% of the fees payable to them under this Agreement.

8. Transfer of Interest

The Architects 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 Architects as remuneration for the services rendered by the Architects 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 ,Fee will be filled at time of agreement between Bank and Architect) of the actual cost of work/accepted tender cost whichever is less. The said fee being hereinafter called as “Basic Fee”. In case there is an escalation in the actual project cost over the accepted tender cost, the payment to the Architect shall be worked out as below:

- 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.

The contract period of the Architect shall be up to the date of completion of the project including any extension granted on the period of completion of project plus 4 months cushion period for measurements, finalization of bills, etc.. But the period of contract shall be extended by the Bank in case the duties/obligations of the Architect could not be disposed of within the stipulated period of agreement with agreement with additional payment of fees. Decision of the General Manager, Bank of Baroda, Jaipur/Rajasthan Zone is final and binding in this matter. The Architect are bound to aid/advise the Bank in all relevant matter of the project even after the completion of period so as to full fill the obligations under the terms and conditions of the contract. Such aid/advise shall necessarily include any future compliances of the inspection by CTE/any other organizations the compliance of which is obligatory in the part of the bank.

Withstanding to the above, subject to the request of architect, the Bank may consider for extra payment to the architect towards undue extra manpower rendered by the architect (if any) after the completion of normal contract period on genuine ground i.e. after completion of construction of building. Any request from architect for such matter shall be taken up on case to case basis. The decision of the General Manager, Bank of Baroda, Jaipur/Rajasthan Zone is final and binding to all the parties in the matter.

Note: Actual cost of work/ accepted tendered cost considered for calculating consultancy fee for Architect will not include GST amount. No consultancy fee for Architect will be given on GST amount of actual cost of work/accepted tendered cost as per tender/agreement terms & conditions.

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 Architects 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 ` _____ as per preliminary estimate submitted by Architect 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 Architect 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 1st Class/Grade I Officers for out of City works.

NOTE:

For travel outside (place of the project), with due authorization of the Bank, the Architect shall be paid as under:

- (a) For partners, associates, senior architects and consultants, airfare by economic class/first class A.C. coach fare both ways (on production of receipt) or actual whichever is less + Rs. 1500/- per day as diem allowance.
- (b) For other staff 1st class/2nd AC train fare both ways (on production of receipt) + Rs. 1000/- per day as Diem allowance.

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 may pay T.A./D.A.

9.5 Service Tax/GST on services rendered by Architects levied by Central/State Government shall be borne by the Employer.

10. Method of Payments:

The employer shall pay fees to the Architect in stages as per mode of payment to architect, as per Annexure II.

11. Visit of the Site:

The architects of their Senior Executives or their Consultants shall visit the site fortnightly or as frequently as the works require and their site engineer daily inspects the construction. For this, no separate charges shall be payable by the Employer.

The observations of the Architect/Consultant shall be passed to constructing agencies, under advice to the Employer.

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 Architects 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 of the Architects.

The architects 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 Architects 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 Architect.

If the Employer fails to send to the Architect the panel of three names as aforesaid within the period specified, the Architects 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 Architect accordingly, the Architects shall be entitled to appoint one of the person from the panel as Sole Arbitrator and communicate his name of 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 of 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 Architects 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 Architects 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.

Performance Bank Guarantee

The Architect will submit to Bank of Baroda FDR or performance Bank Guarantee in name of Bank for an amount of Rs. 15,000/- within 30 days of the date of agreement valid up to completion of Project or 2 years whichever is later.

Bidders Signature with Company Seal

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Professional Liability Insurance Clause:-

The architects shall obtain an insurance policy covering Professional Liability Risk to the extent of **Rs. 1.5 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 or 2 years whichever is later.

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 **Jaipur 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 BANK OF BARODA
BY SHRI _____

IT'S DULY CONSITUTTED ATTORNEYIN THE
PRESENCE OF

- 1) _____
- 2) _____

SIGNED AND DELIVERED
FOR AND ON BEHALF OF
THE ARCHITECT

BY PROPRIETOR

IN THE PRESENCE OF

- 1) _____
- 2) _____

ANNEXURE – I

<i>S.No.</i>	<i>Schedule</i>	<i>Period</i>
1	Submission of Sketch Plans	Within 2 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 3 weeks from the date of Employer's approval of the sketch plans.
3	Submission of the required drawings to the municipal, Govt. authorities and other local authorities	Within 3 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, electric works, path and roadways, drainage ,area development etc. necessary for main job	Within 4 weeks from the date of Employer's approval of the sketch plans.
5	Submission of drawings and draft tender for other items of work viz. air-conditioning, lift installation, fire-fighting interior 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 main drawings in item no.4
6	Submission of Architects report on the various tenders	Within 2 weeks from the date of reports from Bank.
7	Submission of working drawings (Architectural Floor plan and details structural and construction drawings, plumbing, sanitary and fire protection and detection drawings, electrical and HVAC drawings, interior drawings curtain wall.	Within 3 weeks after approval from the bank.

ANNEXURE II

MODE OF PAYMENT TO ARCHITECT

<i>S.No.</i>	<i>STAGE</i>	<i>%AGE OF FEES</i>
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 Bank of Baroda.	7.5
2	(a) On submission of preliminary drawings to statutory bodies 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.	5.0 7.5
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 Bank of Baroda and preparation of structural and various Specialist's services design in form of drawings (and their approval to the drawings by municipal corporation, Govt. authorities, authorities concerned)	5.0
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.	7.5
5	On submission of complete set of drawings and details sufficient for the work to be executed at site	7.5
6	During course of construction work and supervision of work on site (in installments) as construction work proceeds and in proportion to the value of work executed.	45.0
7	On completion of work (Balance if any) and on obtaining completion, occupation certificate and other statutory Certificates required for physical occupation.	10.0
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.	5.0
		100.00

ANNEXURE III

Certified that the various items of works claimed in this Running bill No. _____/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/tender specifications and drawings, we further certify that we have checked the 100 % measurements of each item obtained in this bill. Hence, the bill is recommended for payment of Rs._____.

Signature of the Architect

Date