

PRESS NOTIFICATION



**KOLHAPUR ZONAL OFFICE
FINANCIAL INCLUSION DEPARTMENT**

APPOINTMENT OF ARCHITECTS/ CONSULTANTS

Bank of India invites applications for appointment of Architects / Consultants for proposed construction of RSETI, Kolhapur building at SHENDA PARK, KOLHAPUR. Detailed notification is available in Bank's website--www.bankofindia.co.in. Last date of submission of application is 16.08.2024. Any corrigendum in the matter will be published in the same website only.

ZONAL MANAGER



आंचलिक कार्यालय, वित्तीय समावेशन विभाग
KOLHAPUR ZONAL OFFICE

Bank of India, Kolhapur Zonal Office, 3rd Floor, Bank of India Building, Jaydhawal Building
, Kolhapur-416002, Tel.No.0231-2646373

E-mail: Kolhapur.FI@bankofindia.co.in

REF NO.

Date:

**APPOINTMENT OF ARCHITECTS/ CONSULTANTS FOR PROPOSED
CONSTRUCTION OF RSET KOLHAPUR BUILDING PREMISES**

**FORM OF APPLICATION
FOR
APPOINTMENT OF ARCHITECTS/CONSULTANTS**

Name of the Firm:

Address :

Phone Numbers:

Mobile Numbers:

Fax No. :

Email Address :

LAST DATE OF SUBMISSION: 16.08.2024



आंचलिक कार्यालय, वित्तीय समावेशन विभाग

KOLHAPUR ZONAL OFFICE

Bank of India, Kolhapur Zonal Office, 3rd Floor, Bank of India Building, Jaydhawal Building,
Kolhapur-416002, Tel.No.0231-2646373

E-mail: Kolhapur.FI@bankofindia.co.in

APPOINTMENT OF ARCHITECTS/ CONSULTANTS FOR PROPOSED

CONSTRUCTION OF RSET KOLHAPUR BUILDING PREMISES

LAST TIME AND DATE OF SUBMISSION OF APPLICATION 16.08.2024

Name of the Firm :

Address :

Phone Numbers:

Mobile Numbers:

Fax No.:

Email Address :

Price of this Tender Form is Rs. 2,000/- (nonrefundable) + GST to be paid online as per directions given in this NIT.

Contact Person of Bank of India: -

1. Mr. Chaganti VeerBabu (0231-2641706),
2. Mr. Dnyaneshwar Gonde (0231-2646373, 8975776029)



<u>Brief Overview of Tender</u>	
Indicative Cost of Total Project	1.50 Crore (Approx.)
Total Plot Area of the Project Site	20000 Sq. ft.(Approx.)
Detailed Address of the Proposed Site	Survey No. 606/2, Shenda Park, KOLHAPUR, Dist : KOLHAPUR.
News Paper Advertisement of brief Notice regarding this Tender	07.08.2024
Website Publication of the Notice Inviting Tender in Bank's Official Website.	From 07.08.2024 to 16.08.2024
Source of Tender Document(to be downloaded by the bidder)	Bank's Official Website(www.bankofindia.co.in)
Tender Start Date	07.08.2024
Last Date of Submission	16.08.2024
Mode of Submission of Tender	Physical Form of Tender will be Accepted.
Technical Bid Opening date for Pre-Qualification	17.08.2024
Financial Bid Opening date of the Selected/Pre Qualified Architect cum PMC	Would be Intimated Separately to the Prequalified Bidder Only.
Tender Fees(Non Refundable)	Rs.2,000/- + GST
Mode of Payment of Tender Fees to Bank	Demand Draft/Pay Order in favour of STAR SWAROJGAR PRASHIKSHAN SANSTHAN, KOLHAPUR
Contact Person of Bank of India in case of any Query Note: Architect cum PMC must take permission from Bank's official beforehand for visiting the site for the purpose of application in this tender.	Mr. Chaganti VeerBabu & Mr.Dnyaneshwar Gonde
For all other details	Go through this Tender Document meticulously.

आंचलिक कार्यालय, वित्तीय समावेशन विभाग

KOLHAPUR ZONAL OFFICE

Bank of India ,Kolhapur Zonal Office, 3rd Floor, Bank of India Building, Jaydhawal Building
, Kolhapur-416002, Tel.No.0231-2646373

E-mail: Kolhapur.FI@bankofindia.co.in

**NOTICE INVITING TENDER
FOR APPOINTMENT OF ARCHITECTURE/ CONSULTANT FOR PROPOSED
CONSTRUCTION OF RSETI KOLHAPUR BUILDING PREMISES**

1. Bank of India invites tender offer from reputed Architects/ Firms/ Companies/ for rendering Architectural Cum Project Management Consultancy Services for the proposed construction of RSETI KOLHAPUR Buildings and Residential Accommodation.

<u>Sr. No.</u>	<u>Project Description</u>	<u>Estimated Project Cost</u>
1.	<u>ARCHITECTURAL CONSULTANCY CUM PROJECTMANAGEMENT CONSULTANCY SERVICES FOR PROPOSED CONSTRUCTION OF RSETI KOLHAPUR BUILDINGS AND RESIDENTIAL ACCOMODATION AT KOLHAPUR</u>	Rs.1.50 Crores (Rs. Two Crores)

2. Tenders are to be submitted offline
3. The bid documents consist of two parts. Part A i.e. Technical Bid consists of Details of the individual/Firm/companies , Terms & Conditions to be complied with, Forms of application, Prequalification Criteria etc. Part B i.e. Financial bid / Price Bid for professional fee quote. Detailed tender documents consisting of Technical Bid and Price Bid can be available on line at in the tender section of www.bankofindia.co.in
4. However, the bids can be submitted only after deposition of the following amounts by DD/PO in favor of **STAR SWAROJGAR PRASHIKSHAN SANSTHAN, KOLHAPUR**

A) Tender Fees to be paid to Bank(non-refundable):-

Rs. 2000/- (Two Thousand only) towards cost of Tender in the name of 'STAR SWAROJGAR PRASHIKSHAN SANSTHAN, KOLHAPUR'

5. All MSMEs firms having registration as per provisions of the Government of India Policy i.e. Registration with District Industries Centre (DIC) or Khadi and Village Industries

Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME will be exempted from submission Tender fee. The firm must have a valid registration under relevant category failing which their bid will be rejected. The firm must enclose all relevant documents while submitting the bid.

5. **The last date of submission of tenders is 16.08.2024**
6. All the applications will be scrutinized as per the prequalification criteria given in this document and terms and conditions of the technical bid. Financial Bid / Price Bid of only those applicants/bidders who fulfil the Prequalification criteria, whose works are found satisfactory on inspection and against whom there is no adverse comments/reports from previous clients, will be opened. The time and date of opening of the price bid will be intimated subsequently. Our endeavours will be to open the Priced Bids of valid tenders at the earliest.

Yours faithfully,

For Bank of India
Zonal Manager
Kolhapur Zonal office

WEB SITE NOTIFICATION



**KOLHAPUR ZONAL OFFICE
FINANCIAL INCLUSION DEPARTMENT**

Date: 06.08.2024

**PREQUALIFICATION OF ARCHITECTS / CONSULTANTS FOR PROPOSED
CONSTRUCTION OF RSETI BUILDING AT SHENDA PARK, KOLHAPUR**

NOTICE FOR PREQUALIFICATION OF ARCHITECTS / CONSULTANTS

Bank of India invites applications as per prescribed forms, in sealed cover for prequalification of Architects / Consultants for the captioned project from eligible Architects / Consultants who fulfil the following selection criteria for prequalification.

- The Architectural / Consultants' firm shall have minimum 7 years' experience as on 31.03.2024 in the field of planning, design and periodical supervision of construction of commercial / institutional /residential buildings with all services.
- The firm must have, during last 7 years, minimum experience of having rendered Architectural services for successful completion of

At least 3 similar projects costing minimum Rs. 75 lac each.

Or

At least 2 similar projects costing minimum Rs. 100 lac each

Or

At least one similar project costing minimum Rs. 160 lac. .

The value of the completed project shall be brought to the current costing level by enhancing the actual value of the project at simple rate of 7% per annum, calculated from the date of completion to date of tender.

- The expression similar project shall mean the projects relating to **multi storied residential/commercial building (minimum G+1 storied)** where the Architectural duties comprised planning of the project and Architectural layout, design of structure and services, preparation of detailed estimates, tenders and periodic supervision of work for ensuring overall quality of work
- The firm shall have at least one or more Architects with them as Partner/Employee, who are registered with the Council of Architecture.
- The firm should have experience in handling projects rendering Architectural consultancy for Govt. /Public Sector Undertakings/ Nationalized Banks.

The firm should enclose documentary evidence in support of the experience details furnished by them stating the value of work and area of construction and other salient features of work.

The application can be made in the enclosed form. The said form can be downloaded from Bank's website or can be obtained on payment of Rs.2000/- (non-refundable) by way of Demand Draft/ Pay Order Favoring 'STAR SWAROJGAR PRASHIKSHAN SANSTHAN, KOLHAPUR' from our office as mentioned above. If the application form is downloaded from website the applicant should submit Demand Draft/ Pay Order of Rs.2000/- favoring 'STAR SWAROJGAR PRASHIKSHAN SANSTHAN, KOLHAPUR' along with the application, failing which their application is liable for rejection. No cash shall be accepted.

The prequalification form duly filled and signed should be submitted up to 4:00 p.m. on 16.08.2024 in sealed cover super scribed "Application for prequalification of Architects / Consultants for proposed construction of RSETI, Kolhapur building at SHENDA PARK, KOLHAPUR and addressed to

Dy. Zonal Manager,
FINAICIAL INCLUSION Department,
Bank of India, Kolhapur Zonal Office
1519 C Jaydhaval Building,
Second floor, Laxmipuri,
Kolhapur -416002.

Complete tender document to be dropped in the Tender Box placed at above address. Tender sent by Post shall not be accepted.

Bank of India reserves the right to select or reject any or all the applications received without any reasons whatsoever.

ZONAL MANAGER

**KOLHAPUR ZONAL OFFICE
FINANCIAL INCLUSION DEPARTMENT**

**PREQUALIFICATION OF ARCHITECTS / CONSULTANTS FOR
PROPOSED CONSTRUCTION OF RSETI, KOLHAPUR BUILDING AT
SHENDA PARK, KOLHAPUR.**

FORM OF APPLICATION

FOR

PREQUALIFICATION OF ARCHITECTS /CONSULTANTS

Name of the firm

Address

.....

.....

.....

Phone Numbers –

Mobile No.

Fax No.

Email Address-

PRICE OF THIS FORM: Rs.2360/- (Non- refundable) for each applicant. In the form of Demand Draft (DD) in the favor of ‘STAR SWAROJGAR PRASHIKSHAN SANSTHAN, KOLHAPUR Payable at Kolhapur’.

To:

THE ZONAL MANAGER
BANK OF INDIA, KOLHAPUR ZONAL OFFICE
FINANCIAL INCLUSION DEPARTMENT

Dear Sir,

**Sub: PREQUALIFICATION OF ARCHITECTS / CONSULTANTS FOR
PROPOSED CONSTRUCTION OF RSETI, KOLHAPUR BUILDING AT
SHENDA PARK, KOLHAPUR**

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I/We have read and understood the press notice for pre-qualifications and instructions to the Applicants. I/We do hereby declare that the information furnished in the proforma and in the supplementary sheets is correct to the best of my/our knowledge and belief.

Encl: Supplementary sheets Nos.:

Yours faithfully,

Signature of the applicant:

Name:

Designation:

Address:

//Seal//

## **INSTRUCTIONS TO APPLICANTS**

1. Intending Applicants are required to submit their applications in the prescribed format and with full particulars giving details about their organization, experience, technical personnel in their organization which will be kept confidential.
2. **The architect/Firm should have a proper office structure in Kolhapur / Sangli city /region where the work is to be carried out.**
3. While deciding upon the prequalification of Architects / Consultants, emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close co-ordination with other agencies.
4. Each page of the application shall be signed by the Applicant. The application shall be signed by person/persons on behalf of the organization having necessary authorization/ Power of Attorney to do so.
5. If the space in this form is insufficient for furnishing full details, such information may be continued on separate sheets of paper, stating therein the part of the form and serial number. Separate sheets shall be used for each part and a proper reference with page number must be indicated in the main form of application.
6. Applications containing false and/or inadequate information are liable for rejection.
7. While filling up the application with regard to the list of important projects completed (or on hand), the applicants shall include projects relating to commercial/buildings costing not less than Rs.75 lacs each and shall mention all features and services of the project handled by the applicant such as number of storey of the building, type of foundation and super-structure, total constructed area, services provided etc. The applicant should, however, enclose the application form collected from the Bank or downloaded from the website along with the application.
8. Clarifications, if any required, may be obtained from FINANCIAL INCLUSION Department. Contact person: Chaganti VeerBabu (0231-2641706,9030910990), Dnyaneshwar Gonde (0231-2646373,8975776029). The minimum general Pre-qualification criteria shall be as stipulated in this form of application. However, mere fulfilment of minimum eligibility criteria will not entitle for Pre-qualification as Prequalification will be done after taking into account various parameters including receipt of satisfactory reports from clients. The firms shall not have any discouraging/ adverse report against their past performance.
9. Architects are requested to visit the site before submitting the application to acquaint themselves with the site conditions.
10. Applicants shall furnish documentary evidence/certificates in support of their claims of work undertaken and work in hand, failing which the application will be liable for rejection.
11. Intimation to pre-qualified Architects for future course of action shall be advised separately.
- 11 Decision of the Bank in regard to pre-qualification of Architects shall be final. The Bank reserves the right to reject any or all applications without assigning any reason thereto.

Signature of the applicant

**Address:**

**Part – 1 : Basic Information**

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1.  | Name of the Applicant and address of the Registered office.<br><br>Phone No.:                      Fax. No.:<br>E-mail address:<br>Mobile No.:<br>Website, if any:                                                                                                                                                                                                                                                                                             |  |
| 2.  | Year of establishment                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| (a) | (Enclose documentary evidence)                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| (b) | No. of years of experience in the relevant field<br>(Minimum experience required is 7 years in relevant field)                                                                                                                                                                                                                                                                                                                                                 |  |
| 3   | Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Co-operative body etc.)                                                                                                                                                                                                                                                                                                                                                    |  |
| 4.  | Name of the Proprietor/Partners/Directors of Applicant with address and phone Numbers.                                                                                                                                                                                                                                                                                                                                                                         |  |
|     | (a)                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|     | (b)                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|     | (c)                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|     | (d)                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| 5.  | Details of registration – Whether Partnership firm, Company, etc.<br>Name of Registering Authority, Date and Registration number.                                                                                                                                                                                                                                                                                                                              |  |
| 6.  | Details of Registrations with the council of Architecture, Registration No & Date (Copy of relevant document to be attached)                                                                                                                                                                                                                                                                                                                                   |  |
| 7.  | Name and Address of the Banker                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| 8.  | Whether an assessee of Income Tax. If so mention Permanent Account Number. (Enclose documentary evidence)                                                                                                                                                                                                                                                                                                                                                      |  |
| 9.  | Please mention GST Registration No. (Enclose documentary evidence)                                                                                                                                                                                                                                                                                                                                                                                             |  |
| 10. | Details of registration, if any, in the panel of Architects for other Organization/Statutory bodies/ Public Sector Banks/ CPWD/ PWD etc.                                                                                                                                                                                                                                                                                                                       |  |
| 11. | Please indicate your related field of services<br><br>Architectural services for institutional /commercial building<br><br>Architectural services for residential building<br>Interior design and furnishing work for institutional /commercial building<br>Exclusive Project Management Consultancy (PMC) services for institutional /commercial /residential building<br>Both Architectural and PMC services institutional /commercial /residential building |  |
| 12. | Furnish details of Consultant /Specialist whose services are generally availed by the applicant<br>Geo-Technical Consultant<br>Structural Engineering Consultant                                                                                                                                                                                                                                                                                               |  |

|     |                                                                                                                                                                                              |  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|     | Electrical Consultant<br>Air-Conditioning Consultant<br>Plumbing Consultant<br>Fire Consultant                                                                                               |  |
| 13. | Furnish details of Office infrastructure at Main Office<br>Carpet Area of office<br>No. of Architects<br>No. of Engineers of various Trades<br>No. of Interior Designer<br>No. of Draftsman. |  |

Signature of Applicant

**Part 2 : Work capability and previous experience.**

List of important Projects executed under consultancy services of the Applicant during last 7 years each costing **Rs. 75 lac and above.**

| Sr. No. | Name of the Project mentioning all features, scope of services and location | Name & full postal address of the owner. Also indicate whether Govt. or Private body with full postal address and Phone No. | Total Final value of work (Rs.) | Completion period                                        |                                                      | Nature of services rendered    |                                     | Any important feature of the work worth mentioning or reference | Whether documentary evidence enclosed in support of experience |
|---------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------------------------------------------------------|------------------------------------------------------|--------------------------------|-------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------|
|         |                                                                             |                                                                                                                             |                                 | Sched uled duration of work with start & completion date | Actual duration of work with start & completion date | Only Architectural service (*) | Both Architect- ural & PMC services |                                                                 |                                                                |
| 1.      | 2.                                                                          | 3.                                                                                                                          | 4.                              | 5.                                                       | 6.                                                   | 7.                             | 8.                                  | 9.                                                              | 10.                                                            |
|         |                                                                             |                                                                                                                             |                                 |                                                          |                                                      |                                |                                     |                                                                 |                                                                |

**b) List of important Projects IN HAND each costing **Rs. 100 lac and above:****

| Sr. No. | Name of the Project mentioning all features, scope of services and location | Name & full postal address of the owner. Also indicate whether Govt. or Private body with full postal address and Phone No. | Total Final value of work (Rs.) | Completion period      |                      | Nature of services rendered    |                                     | Any important feature of the work worth mentioning or reference | Whether documentary evidence enclosed in support of experience |
|---------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------------|----------------------|--------------------------------|-------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------|
|         |                                                                             |                                                                                                                             |                                 | Total duration of work | Date of comple- tion | Only Architectural service (*) | Both Architect- ural & PMC services |                                                                 |                                                                |
| 1.      | 2.                                                                          | 3.                                                                                                                          | 4.                              | 5.                     | 6.                   | 7.                             | 8.                                  | 9.                                                              | 10.                                                            |
|         |                                                                             |                                                                                                                             |                                 |                        |                      |                                |                                     |                                                                 |                                                                |

(\*) Architectural service would include – Planning of the project, preparation of Architectural layout & Design of structure and services, drawings, detailed estimate, preparation of tenders for various trades of works, periodic supervision of work.

**Part 3 : Technical personnel and special experience.**

**1. List of technical personnel employed under Applicant's Firm, giving details about their technical qualifications & experience in the Applicant's establishment.**

| Sr.No. | Name                        | Age | Qualifications | Experience | Nature of works handled | No. of years in the organization | Indicate special experience and achievement, if any |
|--------|-----------------------------|-----|----------------|------------|-------------------------|----------------------------------|-----------------------------------------------------|
| 1.     | 2.                          | 3.  | 4.             | 5.         | 6.                      | 7.                               | 8.                                                  |
| 1.     | <u>Main Office</u>          |     |                |            |                         |                                  |                                                     |
| 2.     | <u>Other Office, if any</u> |     |                |            |                         |                                  |                                                     |

NOTES:

- ❖ Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure / as enclosed" unless unavoidable.
- ❖ Information shall be limited to the Applicant. If any relevant data concerning the Group of Companies to which the Applicant belongs is desired to be given, the same shall be given separately in a supplementary sheet.

**2. References**

Please give references of two persons (Engineers, Architects or top officials of an organization) for whom you have executed similar Projects of importance, who may be in a position to advise and confirm the Bank about the ability, competence and capability of your organization.

**3.** Number of supplementary sheets attached with Sr. Nos.

Signature of the Applicant with full name.



## DRAFT OF AGREEMENT

(Given only for your reference and it may change as per bank's requirement. It is to be  
executed only after final selection of Architecture)

**(Do not fill this agreement at the time of application)**

### **THE AGREEMENT BETWEEN THE BANK AND THE ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF RSETI, KOLHAPUR AT SHENDA PARK, KOLHAPUR**

=====

This Agreement is executed on this **the** \_\_\_\_\_ **day of Two thousand Twenty Four**  
BETWEEN Bank of India, a body corporate constituted under the Banking Companies  
(Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Star  
House, Plot No.C-5, G-Block, Mumbai – 400 051 and (hereinafter referred to as the "Bank" or  
"BOI" which expression shall include its successors and assigns) of the ONE PART

AND

M/s \_\_\_\_\_ Company registered under the Indian **Companies Act/a  
Partnership firm registered under the Indian Partnership Act 1932 /Proprietorship firm**  
having its registered office at \_\_\_\_\_ (hereinafter referred to as the  
"Architect/Consultant" which expression shall include its partners present and future, their  
respective heirs, legal representatives, administrators, successors and permitted assigns as the  
case may be) of the other part.

#### **WHEREAS**

- I. The Bank proposes to carry out construction of RSETI Kolhapur, at Shenda Park Kolhapur
- II. Bank is desirous of appointing an Architect cum Project Management Consultant for the said Project and invited offers for this purpose. Architect cum Project Management Consultant has responded by submitting its proposal through Technical and Financial Bid on dated \_\_\_\_\_ **and dated** \_\_\_\_\_ **respectively.**
- III. Based on the representations of the Architect cum Project Management Consultant made in its said Proposal, the Bank has shortlisted the name of the Architect cum Project Management Consultant and decided to engage the services of the Architect cum Project Management Consultant for the said Project on the terms and conditions contained Bank's **letter No.** \_\_\_\_\_ **Dated.** \_\_\_\_\_ , **(Engagement letter to be given upon finalisation of Architect)** which have been accepted by the Architect cum Project Management Consultant with absolute consensus.
- IV. The Bank and the Architect cum Project Management Consultant have agreed to set out in writing the terms and conditions in respect of the engagement of the Architect cum Project Management Consultant for the said Project.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows

## ARTICLE-1

### DEFINITIONS AND INTERPRETATION

#### **A) Definitions:-**

1. **“Agreement”** shall mean this agreement, together with the Letter of Engagement No.....dated.....issued by the Bank to the Architect/Consultant, Schedules and the Annexures to this Agreement and any mutually agreed modifications in writing to this Agreement.
2. **“Letter of Engagement”** shall mean the Letter No.....dated.....issued by the Bank to the Architect/Consultant upon finalization of **Architect cum Project Management Consultant**.
3. **“Event of Force Majeure”** shall mean act of God including earthquake, invasion, war, tsunami, rebellion, or other acts generally beyond the control of the Parties and affecting performance of this Agreement.
4. **“Payments” or “Fees”** means all payments to be made by the Bank to the Architect/Consultant as per the Payment Terms stated in **Article 3** of this Agreement hereto.
5. **“Project”** shall mean “Proposed construction of Nodal Currency Chest, Office Buildings and Multi-storeyed Residential accommodation”. **Preliminary details of the Project is given schedule-1 mentioned hereunder.**
6. **“Services”** means all the services to be provided/performed by the Architect/Consultant to the Bank under this Agreement which are more particularly stated in this Agreement and in the Letter of engagement.
7. **Taxes”** means all taxes including but not limited to Education Cess, Higher Education Cess, levies, surcharges, Octroi or withholdings assessed by any Central, State or local authority as a result of the provision of the Services by Architect/consultant to the Bank.

#### **B) Interpretation:-**

Any reference in this Agreement to any Statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.

The meanings set forth for defined terms in this Article and all pronouns shall be equally applicable to both the singular and plural masculine, feminine or neuter forms as the context may require.

All references in this Agreement to Articles are to articles in or to this Agreement unless otherwise specified therein. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “include”, “including” and “among other things” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.

References in this Agreement to any document or agreement shall be deemed to include references to such document or agreement as amended, varied, restated, supplemented or replaced from time to time in accordance with the terms thereof and to include any letters of the parties executed in connection therewith, except as otherwise provided in this Agreement.

The headings of the several Articles and sub clauses of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.

The annexure and schedules of this agreement shall be deemed and construed as part of the operative portion of the agreement as if incorporated in verbatim.

## **ARTICLE 2**

### **SCOPE OF THE SERVICE**

#### **The Architect/Consultant agrees and undertakes to provide the following services in connection with the project:-**

- a) Survey the plot of land and demarcate its boundaries. Ascertain and certify the measurements of plot as per the Possession documents of the Land.
- b) Examine the relevant Laws, rules, regulations and other applicable provisions including CIDCO/MMRDA rules, Kolhapur Municipal Corporation Act., Environmental laws, Building Code and Standards etc whatsoever including lease/sale agreement executed by the Bank with the Lessor/Seller, Architectural Control Drawings of CIDCO/MMRDA/WMC relating to /in connection with the project and to bring salient aspects that may affect the project to the Bank’s notice.
- c) Ensure submission of detailed topographical survey of the project site to a scale and contour interval determined by the Bank through the Project Contractor. The survey shall include all the necessary data related to existing Public Utility Services.
- d) After taking the Bank’s instructions, prepare sketch designs with alternative schemes (including carrying out necessary revisions till the sketch designs are finally approved by the Bank), making approximate project cost estimate i.e. block estimate (with supporting market price data) and prepare reports on merits of the scheme, highlighting aspects such as permissible FSI, likely type of foundation required, structural design provisions to be made, planning norms / development rules of the local authorities from whom the plans have to be cleared before commencement of work and how the same are met in the proposed layout, permissible and recommended basement areas and purpose, adequacy of available water sources for drinking, flushing, A.C., adequacy of electric sources for lighting and Air-conditioning and other purposes, any alternative

arrangements required to be made for water and electricity, type of drainage system, water storage and distribution arrangements, compound development, landscaping etc. and all incidentals and connected aspects thereto so as to enable the Bank to take a decision on the sketch designs and scheme as a whole.

- e) After approval of the plans by the Bank, submit the required drawings to the Municipal Corporation or the concerned local and statutory/regulatory authorities as may be necessary and obtain their approvals and sanctions expeditiously. In this regard, the Architect/Consultant shall declare that they have suitable dedicated person(s) to handle such matters with authorities concerned and the necessary permissions/approvals shall be obtained expeditiously.
- f) After submission of plan to the concerned authorities keep the Bank apprised in writing of the developments and their follow-up at intervals of not more than a week, till such time the plans are sanctioned.
- g) Submit two sets of each such approved plans or drawings and certificates / approvals to the Bank in original.
- h) Ensure that necessary clearances of local/statutory Authorities concerned are obtained for existing sewers, water lines, overhead transmission lines, excavation within the plot, Aviation Department, Military Department etc. before construction is started.
- i) Obtain other approvals, permissions and Licences as may be required under the Laws in force in India applicable to the said Project as far as design and planning is concerned.
- j) After approval of the plans by the concerned Municipal Corporation and/or local or any other statutory/regulatory authority empowered to approve under law/rules & regulations in force in India applicable to the said Project, provide a Study Model to scale using standard materials, prepare detailed architectural working drawings, make design calculations and drawings for foundation and other structural work of the building, make designs and drawings of normal sanitary, water supply and electricity services and also for any special installations like air-conditioning, sewage treatment plant, fire fighting, telephone, public address system, computer installations, interior decoration / site preparation work etc. (as may be included / required by the Bank in the services of Architect/Consultant). The Architect/Consultant shall meticulously work out technical specifications, bills of quantities and detailed cost estimate after briefing and discussing the amenities and finishes being proposed broadly with the Bank. While the Architect/Consultant would be given full scope to make suggestions in the best interest of the said Project, the Architect/Consultant shall amend / change the same suitably if so desired by the Bank. Architect/Consultant shall be responsible for inclusion of each and every item of the works / specifications required for completion of the said Project and the correctness of the quantities so as to ensure that variations are minimum. The Architect/Consultant shall get all these detailed drawings and cost estimates approved by the Bank after making necessary changes / amendments etc. if so desired by the Bank. The detailed cost estimate shall be based on any standard schedule of rates as advised by Bank and for rates of items not available in schedule on actual rate analysis on market rate for materials and labours supported by proper documents. The rate analysis should be carried out for major items of work costing at least 90% of the estimated cost of work for the items not covered in the Standard Schedule of rates. The Architect shall finally furnish one set of detailed estimate, rate analysis and structural design calculations for Bank's reference and records. The same should also be furnished in electronic form. Structural design of the building has to be

got vetted by an independent agency / institute ( like VJTI/IIT at Mumbai) at the cost of the Architect/Consultant

- k) To prepare Landscape drawings.
- l) The Architect/Consultant shall be responsible for the correctness of structural and foundation design and design for all services and installations and soundness of the construction according to the said designs and specifications.
- m) Shall Obtain final building completion certificate and securing permission of concerned Municipal Corporation and/or local or any other statutory/regulatory authority for occupation of the building constructed and obtain refund of deposits, if any, made by the Bank to the Municipal Corporation or any other authority. The Architect/Consultant shall be also be fully responsible for obtaining all other NOCs like those of Fire, Aviation and any other departments / offices of Govt. / Semi-Govt. / Public Bodies in connection with getting approvals to the plans, commencement of works, completion of works etc.
- n) Providing necessary sets of drawings, carpet area calculations etc. required by Municipal Assessor & Collector or any other authority in connection with the settlement of the Rateable Value, Municipal Taxes in respect of the building. Appearing on behalf of the Bank along with Bank's Consultant, if any, before the Municipal Assessor & Collector or other authority in connection with the final settlement of the initial rateable value of the building/s constructed.
- o) The Architect/Consultant shall assist the Bank in all arbitration proceedings between the Contractors and the Bank and also defend the Bank in such proceedings.
- p) The Architect/Consultant shall assume full responsibility for the overall general Architectural supervision, Management and proper execution of the said Project by following up the matter closely with the contractors.
- q) Any other service connected with the said Project as may be intimated by the Bank from time to time usually and normally rendered by Architect cum Project Management Consultant and not included in any of the items referred here.
- r) To prepare Master Control Chart for monitoring of the progress of the said project and updating the same time to time , if necessary, with prior approval of the bank.
- s) To examine Legislation, rules, and other applicable provisions of statutory bodies and to bring salient and essential features that may affect the said project to the Bank's notice.
- t) supervise and manage the said project in most professional and efficient manner to protect, preserve , sub-serve the interest of BOI in all circumstances and use best of its professional skills and judgment for the said purpose.
- u) The Architect cum Project Management Consultant assures BOI that it shall do all acts and things necessary to sustain the trust and confidence reposed in it by BOI under this agreement and the Consultant shall at all times exercise due care and diligence expected of a Consultant including without limitation that of an Architect, Quantity Surveyor, Quality Maintenance Engineer.

- v) The Project Architect/Consultant shall be responsible for inclusion of each and every item of the works / specifications required for completion of the said Project and the correctness of the quantities so as to ensure that variations are minimum and not beyond 10% on either side between the actual quantities and the estimated quantities. The Project Architect/Consultant shall get all these detailed drawings and cost estimates approved by the Bank after making necessary changes / amendments etc. if so desired by the Bank.

#### **Detailed Tender Documents:**

The Project Architect/Consultant shall draw up detailed tender documents for the work complete with the draft Articles of the agreement, conditions of contract, specifications, drawings, schedules of quantities, the IBA's standard PVA clauses, lists of various tests to be conducted by the Contractors or got done through laboratories for materials, works at site, etc. various insurance covers required, time and progress charts, Master Control Charts and any other material necessary for monitoring and satisfactory completion of the works.

#### **Pre-qualification of the Contractors:**

The Project Architect/Consultant shall examine and recommend the select list of Contractors i.e. shortlisting of Contractors after scrutinizing the applications received in response of the press notice/web site notification for pre-qualification of Contractors and inspection of some of the works done by them, with the approval of the Bank, for inviting the tenders for the work, prepare comparative statements, highlight abnormally high / low rated items and submit assessment reports and recommendations thereon to the Bank, assist the Bank to conduct negotiations with the lowest tenderers where necessary and after the Bank's decision on the tenders, prepare contract documents and get those executed by the concerned Contractors.

#### **Supervision of the works at the site and Project Monitoring:**

It shall be the responsibility of the Project Architect/Consultant to supervise and ensure that the said Project is being executed as per the plans, designs and specifications as provided for in the contract agreements with the selected / appointed contractor/s for the said Project, monitoring of the said Project, checking the materials / works, getting various tests for materials and work done, checking and correcting the measurements of the works, scrutiny of the Contractors' bills and issuing payment certificates to the Bank, based on the provisions in the respective contracts executed between the Bank and the contractors. Time is the essence of this project and It shall be the responsibility of the Project Architect/Consultant to supervise/Manage and ensure that the said Project is being executed within the stipulated time frame.

#### **True Copies of Contract Documents:**

To prepare for the use of the Bank, the Contractors, and the Site Engineers, if appointed by the Bank, three copies of the contract documents for the work, including all drawings, working drawings, specifications and other particulars and such further details and drawings as are necessary for the purpose of execution of the said works including without limitation checking and approval of drawings submitted by the Contractors.



### **Responsibility as Project Architect/Consultants:**

To assume responsibility for the correctness of all the estimates, and soundness of the repair/construction according to the said designs and specifications. To assume full responsibility for the critical site supervision, Management, checking of 100% measurements, certifications of Contractors' bills and ensuring proper and timely execution of the said Project, controlling the cost within the financial sanctions accorded by the Bank, and advising the Bank on all the financial and technical aspects of the Project.

### **Checking & Certification of Contractors' bills:**

The Project Architect/Consultant shall scrutinize the running account bills of the Contractors after detailed checking of measurements and submit to the Bank within two weeks from the date of the receipt of the said running bill by them from the concerned Contractor, along with their certificate for the due payment against the said running bill. In case there is a provision for adhoc payment against R.A. Bills in the Agreement with the Contractors, the Project Architect/Consultant shall have to issue certificate for Adhoc payment to the Bank within 6 working days from the date of receipt of the bill from the contractor.

To do programming, planning, monitoring, following-up, supervising and recording the measurements of all items involved in the Project as a whole and further ensure that the said items of work are in conformity with the terms and conditions of the contract entered into by contractors with the Bank and are not violating of building construction rules, regulations approved by local Municipal Corporation and other authority and are not in contravention of any law, rule or regulation applicable to the said project/work. **The Architect/Consultant shall maintain measurement books duly indexed containing details of measurements, instructions and other relevant details and shall be certified every fortnight by Consultant and BOI.** The measurements shall be taken as per the terms and conditions of the contracts entered into by the Bank with the contractors, their agents and representatives and those are not express and covered and the same shall conform to precision in measurement as laid down in IS 1200. Any disagreement, deviation, variation, use of extra items shall be discussed by all concerned and only after settlement of the same with due approval by the Bank, those shall be recorded in the measurement books.

To scrutinize bills of work, preparation of variation statements, arranging various tests on materials/work, arranging meetings, coordination of the jobs of various agencies and all other incidental jobs thereto.

To attend and assist in the inspection to be carried out by Labour Authorities, Government, BOI and agencies such as Chief Technical Examiner (CTE) of Central Vigilance Commission (CVC), New Delhi and any other Authorities connected with the various trades of work involved in the project and to assist the Bank to reply their queries/objections and ensure removal of the deficiencies pointed out by any of these agencies during the inspection by them or through the appointed contractors and ensure recovery of irregular payments, if any, and help BOI in replying to the C.T.E.'s observations from time to time till the matters are finally cleared by the C.T.E.'s Organization and settled.

To effect and carry out complete administration, management of operations, supervision and execution of all aspects of the said project.

To advise and assist BOI in defense of prosecution of settlement and resolution of any claims or disputes raised against it by contractors, or any of their representatives, agents, employees or other persons deriving title from them and any suits, cases, proceedings including arbitration, by providing all necessary information and assistance to BOI. Architect/Consultant shall advise, forewarn and alert 'BOI' about and on un-permitted variations, cost escalations, time over-run, inadequate or wrong quantity survey, sub or below standard quality of the materials and goods supplied, used and inconsistent provision of services of contractors, suppliers, vendors and other such person associated with the project/work. Consultant shall also notify and keep informed 'BOI' of the risks, complications, reliability, durability, utility and dangers associated with application and execution of any design, drawing and administration, operations, installation of any equipment, goods or materials in the said Project or work.

Architect/Consultant shall do day-to-day supervision and shall ensure that the said Project is being executed as per the plans, designs and specifications prepared by the them and approved by 'BOI' and provided for in the contract agreements and shall ensure that execution and performance is in consonance with terms and conditions agreed under the contract with 'BOI'. Architect/Consultant shall not allow any variations in execution of the said Project/works without prior approval of 'BOI'. In case any additions or variations above Rs. 25,000/- are carried out by the Contractors under Project Architect/ Consultant's instructions without the prior approval of the Bank, the Bank shall not be liable to pay the Contractors for such additions and variations and Project Architect/Consultant shall alone be responsible for such additions and variations and Project Architect/Consultant shall alone be responsible for the expenditure. The Project Architect/Consultant shall also not be entitled to claim fees for such additional or deviated items of work unless specifically ratified by the Bank.

Architect/Consultant shall review, audit and ensure systematic and timely supply of designs, drawings, layout plans, decisions etc. to contractors and such persons appointed for execution of the said project.

To prepare rate analysis of extra / deviated items of work. Architect/Consultant shall monitor the progress on daily basis and shall prepare progress reports on weekly basis and submit monthly report to the Bank, highlighting delays and suggest and implement remedial actions necessary for making up the lost time along with technical directions and procedure wherever necessary for achieving the same.

Architect/Consultant shall be responsible for approval of materials/goods and shall be responsible for conformity of such materials/goods with the specifications of quality, quantity, measurement and other requirements as represented in the tender documents and in the consequent contract terms and conditions. It shall arrange to carry out the tests through the contractors /suppliers as required and/or as provided in the tender and maintain adequate records thereof.

Architect/Consultant shall prepare and maintain hindrance register, records of site meetings, minutes of the meetings and shall prepare tables, charts, statements, records, registers, etc. as directed by BOI. The records may be required to be prepared as per formats of CPWD, if directed by BOI.



Without prejudice to the above, the Architect/Consultant shall prepare and maintain the following records in approved format at the site of project/works:

- a) Daily progress record
- b) work site order book
- c) Instruction by BOI/Consultant
- d) Cement statement (Receipt, Consumption and Balance)
- e) Steel Register
- f) Concrete Pour reports including slump test record
- g) Concrete Cube Test Register
- h) Test Registers of other materials/fittings, fixtures, equipment with comments on their quality, compliance with contract terms and conditions.
- i) Register of Designs, drawings and working details received at site.
- j) Log book of defects
- k) Dismantled Work Register
- l) Supply and Consumption Register of materials like chemicals, lead, paints, etc.

The records mentioned above shall be duly verified as true and correct and signed by authorized representative of Architect/Consultant for the purpose and Architect/Consultant shall get the records duly authenticated by Engineer in-charge of BOI/Contractors as applicable or as would be directed by BOI.

Architect/Consultant shall ensure that proper field and laboratory tests are carried out by Contractors on materials etc. as mentioned in the tenders, contracts for the said work.

Architect/Consultant shall render generally all technical services at site as may in anyway relate to or arise out of the construction of the said project/work and shall render to BOI every assistance, guidance or advice on any matter concerning the technical aspects of the said Project.

Architect/Consultant shall work as conciliator in the event of any dispute arising between the Contractor/s and the Bank before the parties resort to legal/Arbitration proceedings.

Architect/Consultant shall ensure that samples of approved building materials and approved finishes and fittings are displayed at site and kept in safe custody at project site. Consultant shall make proper arrangements for safe-keeping of records and similarly shall ensure through the contractors the safe stacking/storage of materials, goods, cement, steel and such other products pertaining to the said Project/work.

Architect/Consultant shall ensure that the Contractors for the said Project/work have license under Contract Labor (Regulation & Abolition) Act, 1970 and rules framed thereunder and their acts, deeds and things are not violative or in contravention of any of Labour and Industrial Laws namely Minimum wages Act, 1948, Workmen's Compensation Act, Employees Provident Fund (Miscellaneous Provisions) Act, Employees State Insurance Act and such other similar legislations.

Architect/Consultant shall watch and keep track of the Bank guarantee and subsequent extension of validity of Bank Guarantees to be furnished by the various contractors under contract conditions and shall also ensure to keep in force the validities of building construction and other permission obtained from statutory authority and shall be fully responsible to take such steps or arrange well in advance

with all concerned including 'BOI' as may be applicable for renewal, extension and sanction of such permissions.

Architect/Consultant shall prevent and object the contractors from proceeding with any work on which contractor is likely to raise extra claims. Consultant shall allow proceeding with the same only after written approval of 'BOI'.

**Architect/Consultant shall arrange for the following updated charts at site:**

- I. Master Program
- II. Checklist and Job History
- III. Work/trade-wise Expenditure chart and overall financial progress chart.
- IV. Running summary of cost.
- V. Any other chart as directed by BOI.
- VI. Architect/Consultant shall prepare Handing and Taking over Report and inventories / statements at the time of handing over by contractors. Consultant shall also arrange for preparation of Inventory Statements, fixtures and fittings of water supply, sanitary work, and electrical fittings, layouts of water and electricity mains and distribution lines. Consultant shall also prepare and forward work completion reports, summary of final costs.

The Architect/Consultant shall employ or engage adequate number of suitably qualified and experienced engineers, supervisors, quality control experts, quantity surveyors, such specialists consultants at their own cost. A provisional and indicative list of technical staff to be deployment by Consultant at site will be as under :-

- a) One Project Manager for overall control, coordination, liaison of the said Project/work. He may or may not be stationed at the site. He shall have minimum 10 years on-job/field and post qualification, experience after graduation in Engineering. In case of diploma holder, the post qualification experience requirement is 15 years. The Project Manager shall visit the site at least two days a week or as more frequently as may be necessary to see the quality and progress of the work and get fully satisfied that the works are being done at site as per plans/specifications.
- b) One Resident Civil Engineer-in-Charge. He shall have minimum 5 years of on-job/field and post qualification experience after graduation in Civil/Construction Engineering. In case of diploma holder, the post qualification experience required is 10 years. He shall be stationed at site.
- c) One Civil Engineer suitably qualified for supervision, measurements, and scrutiny of the bills, testing and quality control. He shall have a minimum of 5 years on job/field and post-qualification experience after graduation or 8 years post qualification experience in case of diploma holder in Civil Engineering.
- d) Minimum one Electrical Engineer to supervise electrical works. He shall have a minimum of 5 years field experience after graduation in electrical related Electro-Mechanical works, public address system, firefighting & pumps control etc.( 8 years post qualification experience in case of diploma holder)

The decision regarding the structure and tenure/period of deployment of technical staff depending on the volume and scope of work of various trades during the construction period at site will be decided by BOI which shall be binding on the Consultant.

The above requirements are, however, only indicative and as assessed by BOI. However, more Engineers and other categories of staff as may be considered necessary by BOI for satisfactory management, execution and completion of the entire project have to be deputed by the Architect/Consultant when called upon to do so. The decision of BOI shall be final and binding on the Architect/Consultant.

It is specifically agreed that BOI shall have no responsibility for any staff / officers / Engineers /workmen engaged by the Architect/Consultant and the said Architect/Consultant alone shall be responsible as their Employer and the said Staff / Officer / Engineer / Workmen shall never claim or hold out themselves as employees of BOI.

Architect/Consultant shall ensure that all the Labour Legislations namely Industrial Disputes Act 1948, Minimum Wages Act 1948, Contract Labour (Abolition and Regulation) Act 1972 and such other applicable laws are complied with in relation to their employees and shall not act, do or cause to be done anything in contravention of the same. It is further agreed that Architect/Consultant shall indemnify and save harmless `BOI' against any claims, actions and damages that `BOI' may face or incur due to and by reason of any contravention of the above laid laws by the Architect/Consultant or its employees.

**Professional Liability Insurance Clause: -The Architect shall obtain an insurance policy covering Professional Liability Risk to the extent of Rs.1.50 Cr 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**

### **ARTICLE 3**

#### **PAYMENT AND PAYMENT TERMS**

In consideration of the performance of the contract, BOI shall pay the Architect / Consultant a fee calculated at the rate of ----- % of the approved estimated cost or actual cost of the work ( including PVA if any) whichever is less plus GST as per actuals subject to a maximum of **Rs.....** plus GST for which Consultant's services have been taken. (The ceiling limit shall be fixed on the basis of agreed budgeted estimates of the project)

The fees also include all cost towards living and travelling expenses to site of work/to laboratories for testing/to different sites for inspection of source of materials etc., cost of stationery, drafting suitable replies to CTE's observations, if any, assisting and defending the Bank in arbitration proceedings etc., if any, arisen due to dispute between the Bank and any contractor of any work of this project.

The Fees shall be subject to deduction of penalties if any, levied on the Architect/consultant by the Bank in accordance with the provisions of this Agreement and/or any other amount payable to the Bank by the Architect/Consultant on account of invocation of indemnity or otherwise. All payment of Fees shall be made after deduction of the applicable taxes if any and payment shall be made in Indian Rupees only.

Amounts/ Fees payable to the Architect/consultant as mentioned in this article shall not be liable for upward revision during the Term of this Agreement irrespective of reasons whatsoever including, increase or imposition of new taxes, duties, levies, octroi, charges etc

**The stages and other terms of Payment of Fees are as under:-**

**STAGES OF PAYMENT**

(Retention @ 2.5 % recoverable from Stage I to VII which will be refunded after defect liability period)

|                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| On submitting final preliminary drawings/designs along with the preliminary estimated cost on plinth, area rates and on approval of the same by the Bank.                                                                                                                                                                                                                                    | 5% of the fee based on agreed estimated cost of the Project subject to ceiling of Rs....                                                                                 |
| On submission of building and connected services plans to municipal, regulatory/statutory bodies for approval.                                                                                                                                                                                                                                                                               | 10% of the fee based on agreed estimated cost of the Project less payment made earlier subject to a ceiling of <b>Rs....</b> for services against (I) & (II)             |
| On approval of building and connected plans from municipal, regulatory/statutory bodies and obtaining commencement certificate for commencement of work at site.                                                                                                                                                                                                                             | 25% of the fees on agreed estimated cost of the Project subject to ceiling of <b>Rs....</b> less payments made earlier upto Stage II above.                              |
| On submission of detailed working, drawings and specifications of the project, item-wise estimates of costs with rate analysis for the approval of the Bank, preparation of tenders for various Trades. Preparation of structural and various specialist's services / design in form of drawings and approval by municipal, regulatory/statutory bodies concerned. Submitting building model | 35% of the fees on agreed estimated cost of the Project based on detailed estimate subject to ceiling of <b>Rs.....</b> less payments made earlier upto Stage III above. |
| Inviting tenders in consultation with the Bank, scrutiny and submission of recommendations on the tenders received. Preparation of contract documents for various trades.                                                                                                                                                                                                                    | 40% of fees on agreed estimated cost of the Project subject to ceiling of <b>Rs.....</b> less payments made earlier upto Stage IV.                                       |
| During course of construction work based on actual work/bills of the various trade contractors.                                                                                                                                                                                                                                                                                              | 60% of fees based on actual amount of work done subject to ceiling of <b>Rs.....</b> less payment made earlier upto Stage V above.                                       |
| On completion of work and on obtaining Occupation Certificate and other Certificates required from the municipal, regulatory/statutory bodies for physical occupation of the building and settlement of the bills of all the contractors and the settlement of final bills                                                                                                                   | 80% of the fees based on the value of work subject to ceiling of <b>Rs.....</b> less payment made earlier upto Stage VI above.                                           |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Submission of “As built drawings”, issue of “No Objection Certificate” for refund of retention money of all contractors by the Architects on expiry of defect liability period, assessment of building from Municipal Tax Authority and obtaining final building completion certificate and replying all queries of CTE of CVC, if any, raised before expiry of the D.L. period of all contractors appointed on the said work by the Bank, to the satisfaction of the CTE. | Full and final payment subject to ceiling of <b>Rs....</b> less payment made earlier. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|

## **ARTICLE 4**

### **JOINT PROJECT COMMITTEE (JPC)**

The Bank will constitute a Joint Project Committee (hereinafter referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time which shall be observed and followed by the Architect/Consultant and other Consultants/Contractors engaged in the execution of the project. The Joint Project Committee (JPC) shall, unless otherwise decided by the Bank shall have the following officials as members :-

Asst. General Manager / Chief Manager, Premises Dept. of the Bank or any other official nominated by the Bank, who shall be the Chairman of the Committee Bank’s Engineer in-charge of this project, as may be nominated by the Bank.

At least one Director/Partner/Senior Engineer/Architect (having minimum experience of 10 years) of the Consultants. Project Manager and Resident Engineer - in-charge of project of the Architect/Consultant. The Resident Engineer-in-charge shall be Secretary of JPC.

The Secretary of the Committee may convene the meetings of the Bank, Architects, Consultant and the contractors/consultants concerned at such regular intervals or frequently as may be instructed by the chairman of the JPC and shall record and circulate all the decisions concerned of the JPC for implementation / information as may be applicable.

The Architect/Consultant shall apprise the Chairman of the Committee with the information relating to implementation, compliance and execution of the JPC's decision and also the usual progress of the Project work fortnightly.

## **ARTICLE 5**

### **POWERS OF ARCHITECT/CONSULTANT AND OTHER OBLIGATION OF PARTIES**

The Architect/Consultant shall exercise the following powers otherwise expressly prevented/prohibited by BOI:

- a) Give directions to the contractors for the said Project/work for the construction of temporary structure for the purposes of `Site Office'.

- b) Give notice to the contractor about the use of sub-standard materials, goods, equipment and workmanship and warn the contractor with an authorisation of `BOI' for the said purpose to suspend work payment and fulfillment of dues till the rectification of defects with quality materials.
- c) Notify the contractor to suspend work during inclement weather and in the circumstances where working would be dangerous to life and property.
- d) Submit samples of materials for testing to an approved laboratory
- e) Give notice for measurement of work.
- f) Effect recoveries for expenses incurred by `BOI' for rectification of defects.

### **RIGHTS AND OBLIGATIONS OF PARTIES:**

Apart from other rights and obligations mentioned elsewhere in these agreement it is agreed by the parties the following:-

- a) BOI agrees that no deduction shall be made from the Architect/ Consultant's fees on account of any penalty, liquidated damages or other sums withheld from payments to the contractors unless any penalty is levied or damages are recovered or sum is withheld from payments to the contractors on account of defective work. In later case, the Architect/Consultant's fees in respect of the total value of the defective work shall not be paid for by BOI. Such fees shall, however, be paid upon the rectification of the defective work and on the basis of the payment of bills of the contractors for actual work done and the total payments released by the BOI after making corrections, if any, in the certificate issued by the Architect/Consultant.
- b) For the purpose of supervision, the Architect/Consultant agrees that it will set up a site office under the charge of competent Resident Engineer-In-Charge who will be in constant charge of the said work entrusted to the Architect/Consultant. The Architect/Consultant agrees to engage and retain at its cost, adequate competent supervising staff/site Engineers (as prescribed hereinabove in Article 2). These engineers and supervisors depending upon the requirement at site (as determined by BOI at its sole discretion) should be available at the site until the repair/maintenance Project/work as entrusted to the Consultant is completed. Their appointment, dismissal, retrenchment, the condition of services and the rate of remuneration will be determined by the Architect/Consultant and shall be at the Architect/Consultant's entire discretion and the said staff/site engineers at all times shall work under the orders and sole control of the Architect/Consultant. BOI shall, however, have the right to direct the Architect/Consultant without assigning any reasons to remove any staff/engineer that is considered by BOI as undesirable, which shall be complied with by the Architect/Consultant immediately and shall be substituted by the Architect/Consultant with employee of equal experience. The site staff of the Architect/Consultant will work in cooperation with BOI staff at site, if any and at Head Office and carry out their instructions.
- c) If during the period of contract, it is established that certain risk or damage or loss has occurred due to the defective supervision of work by the Architect/Consultant, the Bank shall be entitled to recover the fees for execution of such affected parts of the work. The Architect/Consultant shall indemnify the Bank and compensate any loss or injury sustained by the Bank due to negligence/improper supervision, subject however, to the provisions under para 5(q) mentioned hereafter.
- d) The Bank may also maintain, depute its own employees, Consultants etc. at site to oversee the work of Architect/Consultant and for overall management of site.The



Architect/Consultant shall perform its duties under these presents and will do everything in its power and authority to ensure that the contractor or contractors complete the construction work of the said Project according to the specifications and in given time schedule.

- e) The Architect/Consultant agrees that it shall not make any deviations in the plans or estimates or order any variation, omission, or extras without the written sanction of the BOI. In consequence thereof, it will not fix any new rate or rates of new items of work without written approval of BOI
- f) The Architect/Consultant shall promptly notify BOI of any changes in the constitution of its firm/Company. It shall be open to BOI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s being director/s or partner/s in the said company/firm, or on the addition or introduction of a new partner/Director without the previous approval in writing of BOI. In case of such termination aforesaid, Architect/Consultant shall be liable for all the accrued liability of Bank. But in absence of and until its termination by BOI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm, by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partner. In case of retirement/death, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.
- g) The Architect/Consultant shall not, during the period of its assignment and thereafter till the satisfactory completion of the work, act as an advisor / agent for or give any advice regarding the repair work in particular to intending tenderers for any trade of work pertaining to this project
- h) The Architect/Consultant agrees to perform its duties as stated in this agreement so as to cause the completion of the work as proposed and of other work as may be entrusted to it and everything necessary render the same fit for occupation / use of BOI according to the contract as also the completion of the several stages of the said work in accordance with the program to be drawn up and embodied in the contract between the BOI and the contractors.
- i) The extension of the time limit to the contractor under the agreement if any, given by BOI will have no consequential effects on the Consultant's time schedule in respect of construction work to be completed till then.
- j) The Architect/Consultant while certifying payment against Contractors' bills, after due verification of bills, shall certify that the items of work measured and certified for payment of bills of the contractors are supervised by its Engineers and same are consistent with the type, quality and specifications prescribed in the agreement entered into with the contractors. The Consultant shall have deemed to guarantee the correctness of all such certificates and shall hold itself responsible for the correctness of all the bills and certificates scrutinised, checked for and issued by it as regards the quality and quantity of the work concerned. The Bank, however, reserves its discretion, although not obligatory, to scrutinize the bills certified by the Consultant and make payment to the contractor according to such scrutiny. This will be without prejudice to the Bank's right to take such action against the consultant as deemed fit by the Bank for giving defective/wrong certificate by the Architect/Consultant.

**Payments to the Contractors: (role of the Architect/Consultant to the Bank) :**

- I. The Architect/Consultant shall issue a certificate to the Bank under copy to contractor concerned for an ad hoc interim payment to an extent of 75% of the minimum possible net bill amount after prima-facie scrutiny of the running bill and after accounting for retention and any other recoveries to be made from the contractors within six working days from the date of receipt of the running bill from the contractors. The Architect/Consultant after detailed & thorough scrutiny of the running bill, may recommend payment of the net balance within 3 weeks of the date of receipt of the running bill by it from the contractors.
- II. To avoid delays in payments of running bills of the contractors, the measurements of the items of work taken by the authorized engineers of the Architect/Consultant are required to be recorded by the Architect/Consultant from time to time after giving proper notice to the Contractor concerned. The measurement book should stand updated so that the recommendations from the Consultant on each such running bill can reach the Bank within the stipulated period . The Architect/Consultant shall satisfy itself of the following while certifying interim or final payments.
  - a) That the items of work disputed/rejected by the Architect/Consultant /Bank and the items not sanctioned by the Bank are not included.
  - b) The quantities are not in excess of the tender quantities beyond 10 % unless justified suitably to the satisfaction of the Bank.
  - c) The rates allowed are not more than reasonable in case of partly done/substituted / extra items and more than tendered rates in case of completed tender items.
  - d) Various recoveries /deductions from the bills are properly affected.
  - e) Deductions for up to date actual payments effected by the Bank/tax deductions made/ other made upto the last running bill in case of each contractor by the Employer are ascertained from the Employer and are given effect in the running bill in hand so as to minimise further corrections at the Employer's end.
  - f) insurance covers, labour licences etc. for the work as per contract term is valid. That the bills submitted by Contractors are in terms of sanctioned contract terms.
- III. In the case of payments of final bills of contractors in respect of said jobs, Architect/Consultant shall certify bills within 3 months of receipt of the bill from the contractor. No *ad hoc* payment shall be allowed/recommended /certified by the Consultant in case of final bill.
- IV. It is agreed that the Bank and the Architect/Consultant shall work jointly as a team in good spirit with a view to getting the project completed in the best possible manner within the stipulated time. The Bank shall have right to oversee, differ with the Architect/Consultant's opinion in regard to the quality, measurements, rates of part/substituted/extra items etc. without affecting the Bank's interest. However, in the event of any dispute arising out due to difference between the opinion of the



- Architect/Consultant and the Bank, the decision of the Bank's General Manager in charge of Premises Dept. shall be final and binding on the Consultant.
- V. The Architect/Consultant will have right to stop bad/defective work or the work which is not as per the tender items/drawings. The Architect/Consultant will have right to ask the contractors to remove/demolish, disapprove/reject materials/work. Only where the contractors disagree to the same, the Architect/Consultant will refer the matter to the Bank for further necessary action.
- VI. If in the opinion of the Bank, any delay fully or partially in execution is attributable to the fault of the Architect/Consultant or any other loss or damages is caused to the Bank due to fault/defective supervision/slackness on part of Architect/Consultant, BOI shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees per week (7 days) (subject to max 10% of total fees) of delay or part thereof attributable to the Architect/Consultant. The decision of the General Manager (Premises Dept.) of the Bank in this matter after giving due hearing after taking into account Architect/Consultant's representation, shall be final and binding on the Consultant. The recovery of liquidated damages as above shall be without prejudice to the right of the Bank to proceed against the Architect/Consultant for recovery of the actual loss, damages etc. incurred due to the actions of Architect/Consultant.
- VII. In case the Architect/Consultant is required to go out of Kolhapur for proper discharge of any of its duties enumerated herein then it will be without any extra charge of fees.
- VIII. In case of any disputes with the contractor(s) or disputes arising out of the said Project execution as well as in the matter of arbitration (either initiated by the contractors or the Bank) pertaining to this project, the Architect/Consultant shall assist the Bank from time to time by drafting suitable replies in consultation with the Architect/Consultant's legal advisers and protect the interest of the Bank

## **ARTICLE – 6**

### **REPRESENTATION & WARRANTIES BY THE ARCHITECT/CONSULTANT:**

**The Architect/Consultant hereby agrees, declares and warrants that:**

1. The Architect/Consultant has the necessary capacity, expertise and infrastructure etc. to provide professional services of a high standard of its profession to the best of its ability and to the satisfaction of the Bank.
2. The Architect/Consultant shall not give or take discounts, commissions, gifts or other inducements for the introduction of Clients/outside dealing with the said Project or of work or of materials
3. The Architect/Consultant shall act with fairness and impartiality when administering the said Project and maintain a high standard of integrity
4. The Deliverables & Services shall be provided by the Architect/consultant in a workmanlike and competent manner in accordance with the professional standards in trade or industry, and shall meet the descriptions, specifications and the performance standards stated in this Agreement.
5. The Architect/consultant has all the permissions, licenses, authorities whatever required from the appropriate Government, Statutory/Regulatory authorities to render the Service stated herein to Bank.

6. If the Architect/consultant is a Company, the Architect/Consultant shall not affect any change in its constitution which includes reconstitution of the Company, mergers, reverse mergers, acquisition and amalgamations during the currency of the Contract period without prior written permission of the Bank.
7. The Architect/Consultant is company/association of persons, it is duly incorporated, registered, validly existing and in good standing as per the laws of India.
8. The Architect/Consultant has the power and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement by the Architect/Consultant and the performance of its obligations hereunder have been duly authorized and approved by all necessary actions and no other action on the part the Architect/Consultant is necessary to authorize the execution, delivery and performance of this Agreement.
9. The execution, delivery and performance of this Agreement by the Architect/Consultant Will not violate or contravene any provision of its constitutional documents; will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.
10. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other statutory/regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.
11. No representation or warranty by the Architect/consultant in this Agreement, and no document furnished or to be furnished to the Bank, in connection herewith or with the transactions/obligations contemplated hereby, contains or will contain, to the reasonable knowledge of the Architect/Consultant, any untrue or misleading statement or omits or will omit any material fact. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of the Architect/Consultant and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions/obligations contemplated in these presents.

## **ARTICLE- 7**

### **TERMS & TERMINATION OF AGREEMENT**

This agreement shall commence from the date of its execution and shall remain valid till completion of all the work under the contract (including defect liability period) unless it is terminated as per the provisions of these presents.

The Bank shall be within its right at its sole discretion to terminate this agreement without giving any notice in the event of:-

- i. Closure of the business by the Architect/Consultant or if the Architect/Consultant is a Company, any winding up proceedings are commenced/initiated against the Company

or if in the case of a partnership firm, if the firm is dissolved or in the event of death or resignation of one or more partners or reorganization of the firm and/or

- ii. In case there is any change in the constitution of the company / firm of the Architect/Consultant for any reason whatsoever and/or.
- iii. The Architect/Consultant fails to perform its duties and obligations under this agreement to the satisfaction of the Bank. Save as stated above, the Bank shall be within its right to terminate this agreement by giving 30 days' notice in writing and without assigning any reasons to the Architect/Consultant.
- iv. The Architect/Consultant shall not terminate this agreement unless there is failure on the part of the Bank to make payment of any undisputed fees to the Architect/Consultant after serving a notice of 60 days to the Bank.
- v. Even after the termination of the contract the Architect/Consultant shall remain liable and shall be responsible for the certification / approval of any bills submitted by the contractors at any time, in respect of the work executed before the termination of the Architect/Consultant's appointment and consequences thereof on account of any excess / wrong payment, if any, recommended by the Architect/Consultant for payments to the contractors. No additional fees will be paid by the Bank for this to the Architect/Consultant.

## **ARTICLE-8**

### **INDEMNITY**

The Architect/Consultant does hereby Indemnify the Bank, and shall keep indemnified and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) and also relating to, resulting from or in any way arising out of any claim, suit or proceeding brought against the Bank by a third party as a result of an act or omission of the Architect/consultant, its employees, its agents, sub-contractors in the performance of the obligations of the Architect/Consultant under this Agreement and/ or

Claims against the Bank and/or any legal proceedings made by employees or other persons who are deployed by the Architect. /Consultant and/or by any statutory/regulatory/ govt. authority and/or

Breach of any of the material term of this Agreement or breach of any representation or warranty of the Architect/consultant under this Agreement,

Or

Breach of any of the material terms of this agreement by the subcontractors of the Architect/Consultant, if subcontracting of any part of this agreement is permitted by Bank in writing. Any breach of IPR violations if any by the Architect/Consultant on material if any supplied (such as plans, drawing, layout etc.) By Architect/Consultant.

Violation of the Confidentiality obligations by the architect/consultant and/or its officials/employees or any other person employed by them in connection with the services under this agreement.

The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever.

**ARTICLE 9**  
**CONFIDENTIALITY**

**Architect/Consultant hereby agree and acknowledge that :-**

- a) The Architect/Consultant acknowledges that in the course of performing their obligations under this Agreement, the Architect/Consultant shall be exposed to or acquire Confidential Information of the Bank or its constituents. The Architect/Consultant understands and acknowledges that it will be given access to such Confidential Information solely as a consequence of and pursuant to this Agreement.
- b) The Architect/Consultant will, at all times, maintain confidentiality of the Confidential Information and of this Agreement, Information of Bank including of the Bank's Customer, any business , technical, financial information / data or any other information disclosed or accessible to the Architect/Consultant for this project whether at the time of disclosure, designated in writing as confidential or not.
- c) The Architect/Consultant agrees to keep in confidence and not disclose to any third party and all Confidential Information available to the Architect/Consultant and whether such information is given in writing or oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. The Company agrees that it shall not use, nor reproduce for use in any way, any Confidential Information of the Bank except to the extent required to fulfill its obligations under the Agreement. The Architect/Consultant agrees to protect the Confidential Information of the Bank with at least the same standard of care and procedures used by to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
- d) The Architect/Consultant shall also ensure that its officials/employees and if Architect/Consultant is permitted by the Bank in writing to assign, delegate or hire another person to assist it in the performance of its obligations under this Agreement, such person also shall maintain the confidentiality of the Confidential Information in the same manner as the Architect/Consultant is bound to maintain the confidentiality.
- e) The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever.

For the purpose of this agreement Confidential information of the Bank shall mean and include all nonpublic information, of the Bank including details of the Bank's Critical Assets held by the Bank which is accessible by or is available to the Architect/Consultant, and in writing whether in graphic, visual or any other tangible, intangible or electronic form including, without limitation, Customer Data, Banks' Data any and all information relating to the Bank's Customers, the Software and Hardware Vendors and/or its client's (whether past, present, or future), financial data, financial results and projections, employees (past, present or prospective), technologies, technical and business strategies, computer programs, software tools, source codes, object codes, protocols, product descriptions, trade secrets or know how, customer information and Intellectual Property Rights as well as any such information not generally known to third parties, that the Architect/Consultant is reasonably expected to treat as confidential. It is clarified that all non-public data residing on the Bank's existing system shall be treated as Confidential Information for the purposes of this Agreement.

For the purpose of this Agreement, Confidential Information shall not include information which:

- i. Is publicly available at the time of its disclosure  
Or
- ii. Becomes publicly available following disclosure  
Or
- iii. Is already known to or was in the possession of Architect/Consultant prior to disclosure under this Agreement  
Or
- iv. Is disclosed to the Architect/Consultant from a third party, which party is not bound by any obligation of confidentiality  
Or
- v. Is or has been independently developed by Architect/Consultant without using the Confidential Information.  
Or
- vi. Is disclosed with the prior consent of the Bank

**ARTICLE 10**  
**MISCELLANEOUS**

Notices

- a) Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile transmission or by postage prepaid registered post with acknowledgement due or by a reputed courier service, by e-mail, in the manner as elected by the Party giving such notice.

In case of notices to Bank:

**Department** : Bank of India  
Kolhapur Zonal Office

**Address** : **The Zonal Manager**  
**Bank of India**  
**Kolhapur Zonal Office**

**Phone Number** :

**Fax Number** :  
**E-mail** : Kolhapur.FI@bankofindia.co.in  
**For attention of** : Zonal Manager

In case of notices to Architect/Consultant :

.....  
.....

All notices shall be deemed to have been validly given if sent to the registered office address and on

- i) The business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission or the expiry of three days after posting if sent by registered post/courier or the business date of receipt, if sent by ordinary post.
- ii) Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than fifteen days prior written notice.

**Enforcement**

In the event of either Party resorting to legal action to enforce the terms and provisions of this Agreement, the prevailing Party may recover from the other party the costs of such action including, without limitation, reasonable attorneys' fees.

**Entire Agreement**

This Agreement together with Letter of engagement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes prior negotiations, representations, or agreements, either written or oral. Should there be a provision, obligation or a condition contained in the Letter of engagement which are not included in this agreement, such provision, obligation or condition shall be deemed to be incorporated in this Agreement.

**Publicity**

Any publicity by the Architect/Consultant in which the name of the Bank is to be used should be done only with the explicit prior written permission of the Bank. The Bank shall be entitled to impose such conditions or restrictions in relation to the manner of use of the name of the Bank in any publicity material used by the Architect/Consultant.

**Waiver**

No failure or delay on the part of the Bank relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the Architect/Consultant nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement All of which, unless expressly stated otherwise, are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to the Bank at law or in equity.

## **Violation of terms**

The Architect/Consultant agrees that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Architect/Consultant from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of the amounts due under this Agreement and related costs and a right for damages.

## **Force Majeure**

Should either party be prevented from performing any of its responsibilities (as mentioned in the agreement) by reasons caused by an act of God or any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased. If a Force Majeure situation arises, the Architect/Consultant shall promptly notify the Bank in writing of such conditions and the cause thereof within 10 calendar days. Unless otherwise directed by the Bank in writing, the Architect/Consultant shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of 1 week, the Bank shall be within its right to terminate the Contract and the decision of the Bank shall be final and binding on the Architect/Consultant in this regard. Under such circumstances, the Bank shall be required to pay the Architect/Consultant only such amounts as due to it on account of completed items. The Architect/Consultant shall not be liable for any loss, damage or claims under this Agreement for termination due to Force Majeure clause

## **Transfer of Interests**

The Architect/Consultant shall not assign or transfer its duties and obligations under this agreement, without the prior written consent of the Bank.

If the Architect/Consultant is a partnership firm or a company, no change in the constitution of Board of Directors/partners of the company/firm shall be made without the prior written approval of the Bank.

## **NO AGENCY**

The Architect/Consultant shall perform its obligations under this Agreement as an independent contractor. Neither this Agreement nor the Architect/Consultant's performance of obligations under this Agreement thereunder shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Consultant or its employees and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other party.

- i) The Architect/Consultant shall solely be responsible for all wages and payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose. Architect/Consultant also shall be liable to make all payments to its employees including salary and other allowances and for any kind of income, taxes or benefits.



The Architect/Consultant alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Architect/Consultant will make all required payments and deposits of taxes in a timely manner. The Architect/Consultant also represents that it has taken all necessary permissions/registrations under the laws in force including the Contract Labour Regulation Act for employing the people and further undertakes to make all statutory payments to competent authorities required to be made in connection with its employees / personnel engaged.

- ii) The Bank shall have no liability whatsoever for any loss of life/injury to Architect/Consultant's partners, directors, consultants, employees, agents or representatives suffered while on duty or in the Bank premises or anywhere else and including, without limitation of liability or any damages suffered which results from the malfunction of any equipment in the premises. All such claims shall be settled by Architect/Consultant itself. In the interest of Architect/Consultant, the Architect/Consultant shall take suitable insurance cover for the risks associated with this project.

### **Amendments**

No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by both Parties.

### **Counterparts**

This Agreement may be signed in two counterparts, each of which is an original and both of which, taken together, constitutes one and the same instrument.

### **Severability**

If any of the provisions of this Agreement may be constructed in more than one way, the interpretation, which would render the provision legal or otherwise enforceable, shall be accepted.

In the event any Court or other government authority shall determine any provisions in this Agreement is not enforceable as written, the Parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought, and affords the Parties the same basic rights and obligations and has the same economic effect as prior to amendment.

In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then parties shall on mutual consent in writing agree that such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective; provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.

### **ARBITRATION**



If any dispute, difference or disagreement shall at any time arise between the Architect/Consultant and the Bank as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said Project, except in respect of the matters for which it is provided herein that the decision of the Bank shall be final and binding as Project Architect/Consultant, the same shall be referred to the General Manager in-charge of Premises Department of the Bank for settlement. In case the dispute / disagreement continues, the matter shall be referred to the Arbitration and final decision of the Mumbai based sole Arbitrator to be appointed by the both the parties after adopting and following procedure as laid down in the Arbitration and Conciliation Act 1996.

The work under the contract shall, however, has to continue during the Arbitration proceedings or otherwise. No payment due or payable to the Project Architect/Consultant shall be withheld on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.

The Arbitrators shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate speaking (reasoned) awards separately in respect of each issue / dispute or difference referred to him.

Dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be at such place as may be fixed by the Arbitrator anywhere within the Greater Bombay Municipal Limit.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties.

Subject to aforesaid, the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made thereunder and for the time being to force, shall apply to the arbitration proceedings under this clause.

Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English

### **Expenses & Stamp Duty**

All the expenses including stamp duty, levies and other monies payable in connection with the execution of this Agreement shall be borne by the Architect/Consultant.

This agreement executed at .....the day and year first written above.

for the ARCHITECT/CONSULTANTS

(SHRI NAME :

OFFICE ADDRESS :

WITNESS : (1)

NAME :

ADDRESS :

WITNESS : (2)

NAME :

ADDRESS :

FOR BANK OF INDIA

**The Zonal Manager  
Bank of India  
Kolhapur Zonal Office**

WITNESS : (1)

NAME :

ADDRESS :

WITNESS : (2)

NAME :

ADDRESS :

**SCHEDULE-I**

Will be mentioned properly during the execution with the finally selected architect.