

Canara Bank Centenary Rural Development Trust (CBCRD Trust)
RURAL DEVELOPMENT SECTION, FINANCIAL INCLUSION WING
CANARA BANK, HEAD OFFICE ANNEXE BUILDING, 2nd CROSS, GANDHINAGAR,
BENGALURU-560009

Telephone Direct: 080-22208851

E- Mail: hords@canarabank.com website: www.canarabank.com

To: M/s -----

TECHNICAL BID

NOTICE INVITING OFFERS (NIO)

Subject: Appointment of Architect for the proposed construction of new building for Canara Bank Rural Self Employment Training Institute (CBRSETI), CALICUT at Resurvey No 2/1, Ambayathodu, Kattipara Grama Panchayath, Raroth Village, Thamarassery Taluk, Kozhikode (Calicut) Dt, Kerala State.

Canara Bank Centenary Rural Development Trust (CBCRD Trust), Bangaluru, proposes to invite offers in two bids form from the eligible Architects for rendering comprehensive Architectural & Engineering professional services including supervision for the construction of new building in its leased landed property located at **Resurvey No 2/1, Ambayathodu, Kattipara Grama Panchayath, Raroth Village, Thamarassery Taluk, Kozhikode (Calicut) Dt, Kerala State.**

Bidders are requested to submit their offers to render the comprehensive Architectural & Engineering professional services including Supervision as detailed in this document for original construction works. This is an open offer sought from practicing Architects who meets the eligibility criteria detailed in this document. This document consists of the following:

A. TECHNICAL BID - Consisting of;

- a) Eligibility Criteria, Brief details and objectives of the work.
- b) General instructions to the Architect.
- c) Draft copy of the agreement to be entered into by the successful Architect as per enclosed format.
- d) Confirmation of acceptance of the terms & conditions in **Proforma - A.**

The Technical bid along with supporting documents to be submitted in a separate cover.

B. FINANCIAL BID - Fee details for the proposed consultancy services as per Proforma B (last page of this offer document) to be submitted in a sealed separate envelope.

The separate covers of Technical Bid & Financial bids shall be placed in a separate cover and sealed & on the top of the cover the name of the work, to address and from address shall be written clearly.

Your offer in Hard copy along with supporting documents shall be sent by speed post or courier or in person on or before 3.00 PM, 15.03.2023 to the following address.

| | |
|---|--|
| ADDRESS FOR SUBMISSION OF HARD COPIES OF OFFERS. | The Managing Trustee, CBCRD Trust, Canara Bank, RD Section, FI Wing, Fifth Floor, Canara Bank HO Annexe Building, 2 nd Cross, Gandhinagar, Bangalore- 560009. Phone : 080-22208851, E-mail - hords@canarabank.com |
|---|--|

The conditional offers will be summarily rejected. The Technical bids of only those Architects /

Consulting Engineers who have accepted the terms & conditions and who have confirmed the same in proforma-A will be opened at **3.30 PM on 15.03.2023**. Hence you are requested to specifically indicate in your covering letter whether you are agreeable to the terms & conditions very clearly, without any conditional offers.

After evaluation of the technical bids, the financial bids of the qualifying bidders (i.e. the bidders who meets the eligibility criteria in the technical bid) will be opened on a pre-intimated date and time.

The Bidder who has quoted the lowest fee as detailed in the "General rules & instructions to the Architect" will be chosen as the Architect to the project and the CBCRD Trust's decision shall be final in this regard. We look forward to your active participation.

Managing Trustee

Enclosures: As above.

Bengaluru, Dt: 21-2-2023

ELIGIBILITY CRITERIA FOR SELECTION OF ARCHITECT
(THE PROPOSED PROJECT COST IS ASSUMED AS 200.00 LAKHS EXCLUDING GST FOR FIXING
ELIGIBILITY CRITERIA FOR ARCHITECTS)

| Sl | Criteria | Documents Required |
|----|---|--|
| 1 | The Architect should be a registered member with Council of Architecture (COA) or consulting engineer registered with local Town planning Department. | A valid registration certificate to be submitted along with the Technical bid. |
| 2 | The Architect / Consulting Engineer should be in the Architectural Consultancy services field for a minimum period of 05 (Five) years as on 31.03.2022. | Order copies as well as satisfactory services completion certificates from the Clients/ customers shall be submitted. |
| 3 | <p>The Architect / Consulting Engineer during the last 5 (Five) years period ending with 31.03.2022 should have provided Architectural/consultancy services for similar one project costing (excluding GST) not less than Rs 160.00 lakhs or at least two projects each costing not less than Rs 100.00 lakhs or at least three projects each costing not less than Rs 80.00 lakhs.</p> <p>Similar work means comprehensive Architectural consultancy services rendered including planning, designing and execution of office /residential complex/ institutional buildings for Central Government or State governments or PSU's or PSU Bank's/Financial Institutions/Govt Corporations or for Listed companies in NSE/BSE. Consultancy services includes Architectural, structural, civil, plumbing, sanitary, electrical services, building utilities, landscaping and other allied activities related to the above said buildings.</p> | Order copies and satisfactory completion certificates clearly indicating the built-up area and nature of works handled need to be submitted. |
| 4 | Architect should be conversant with local byelaws of Calicut City, Kerala State & should have provided Architectural service for at least one qualifying project in Kerala State during the last 5 (Five) years ending with 31.03.2022. | Order copies and satisfactory completion certificates clearly indicating the nature of work handled. |
| 5 | The Architects must have valid GST registration, PAN number and all other statutory registrations. | Copies of the registration certificates shall be enclosed. |
| 6 | The Architects should have their registered Head/Main office or at-least one of their branch offices in the State of Kerala for operational Convenience purpose. | Documentary proofs like copy of Firms registration with local address or anyother proofs to establish the presence of the Office is a must. |

Participating Architects / Consulting Engineer need to submit the documentary proof as detailed above.
The offers of the Architects / Consulting Engineer who do not meet the eligibility criteria will be summarily rejected.

BRIEF DETAILS & OBJECTIVES OF THE PROPOSED WORKS:

CBCRD Trust (hereinafter called as Employer or Trust) proposes to undertake construction of new building block having approximate 10500 sft built-up area as permissible by the local bye-laws duly following the guidelines of the Ministry of Rural Development (MoRD) at its new landed property measuring **50 cents** located at **Resurvey No 2/1, Ambayathodu, Kattipara Grama Panchayath, Raroth Village, Thamarassery Taluk, Kozhikode (Calicut) Dt, Kerala State.**

Area: 50 Cents or 0.50 acres land.

1. At present the Institute is functioning in a rented building and after construction of the new building, the Institute will be shifted to new Campus.
2. As per the Ministry of Rural Development (MoRD) guidelines, a training Institute shall have 6400 sft carpet area. However, duly considering the common toilets, circulation / common areas like staircase, corridors, passages, spill-over areas etc the total built up area comes to around 10000 to 10500 sft.
3. The newly constructible area is around 10000 to 10500 sft. The overall requirements as per MoRD guidelines are as follows.

| Sl No | Area Requirement of the facility as per MoRD | Remarks |
|-------|--|---|
| 1 | Class rooms - 2 nos 2 x 700 sft for two class rooms | All these requirements are to be planned in a ground plus one floor building with a ground coverage of 5000 to 5500 sft. The ladies and gents Dormitories need to be planned in different floors. In ground floor, the Director's cabin, administrative office, atleast one Class room, Work shed, kitchen, dining hall, care taker room general toilets for ladies & gents, Toilet for PHP need to be planned. The remaining facilities need to be in upper floor. The indicated area requirements are minimum and depending on the planning, slight variations on higher side are acceptable. Each dormitory shall have four baths, four water closets, atleast 2 wash basins and 2 urinals in gents toilet area. Ramp at entrance steps area is mandatory. |
| 2 | Work Shop with 600 sft | |
| 3 | Computer lab of 500 sft | |
| 4 | Store room with shelves 150 sft | |
| 5 | Director's chamber & Administrative office, Reception 650 sft (150 + 400 +100) | |
| 6 | Kitchen - 200 sft | |
| 7 | Dining Hall - 600 sft | |
| 8 | Dormitory Gents - 1200 sft and Ladies -800 sft | |
| 9 | Guest rooms with attached wash room for guest faculty -2x 150 = 300 sft | |
| | Total 6400 sft carpet area and 10000 to 10500 sft built -up area. | |

4. This document comprising eligibility criteria, Notice inviting offers, Brief details of the Project, General rules & instructions to the Architects, proforma of agreement with the Architect, conditions of agreement containing the detailed scope of works, roles & responsibilities of Architect & site engineer, time schedules, payment terms of agreed fees and other terms & conditions, Proforma A & B and any other submissions made by the Architect along with this offer document like covering letter, credentials etc shall all become the part of the contract agreement.
5. Time is the essence of this contract. The selected Architect shall be willing to adhere to the time schedule strictly. The tentative time chart is as under :
 - a) Preparation of the site plan of full campus with reduced levels at appropriate grid size by engaging a surveying agency duly showing the location of the boundaries existing building

blocks if any, proposed new buildings, high tension lines if any etc (within 15 days). The preliminary planning of layout, preparing block estimate & obtaining approval from the employer (within next 15 days). At this stage preparation of elevation images, perspective views and 3D simulated walk-through's (both in hard & soft copy form) showing the external & internal details of the proposed building complex will be necessary and the same shall be undertaken by the architect within the quoted cost.

- b) It is the responsibility of the successful Architect to prepare drawings showing floor plans, elevations, sections suitable for submission (online as well as offline) to local plan sanctioning authorities in sufficient number of sets and making the on-line submissions to the local town planning authorities, obtain the clearances (No objection certificates) from various local authorities like survey department, improvement trust board, fire service department and such other authorities as may be necessary to get the plans sanctioned from local Town Planning authority for commencement of construction (within 30 days) on approval of preliminary plans by CBCRD TRUST authorities. Assist the Institute of the CBCRD Trust in getting the construction commencement certificate, submission of work progress drawings to local authorities from time to time, submission of modified plans if any and final as built drawings and obtaining the possession certificate or such approvals from the local authorities.
- c) Assist CBCRD TRUST in pre-qualification of contractors for the proposed work.
- d) Concurrently prepare detailed tender documents as per the approved format including the detailed estimate. Bill of quantities supported by market rate analysis for individual items of work wherever required. Technical specifications, all working drawings required for tendering purpose, assisting the employer in inviting tenders (within 15 days from the date of approval of preliminary plans by CBCRD Trust authorities, concurrently along with activities under point (b) above, preparing and floating tenders and receiving the bids within next 15 days).
- e) Evaluation & recommendations of the tender for award of works within 7 days from the date of receipt of tenders.
- f) Construction Management in co-ordination with the contractors - completion period tentatively 15 months from the date of handing over of the site.
- g) Attending the site meetings, certifying the interim bills. After completion of project settle the final bill of contractor in terms of contract agreement entered into by the contractor with the Trust. Provide two sets of As-Built drawings in hard copies as well as soft copies within 30 days from completion of project.
- h) The detailed terms and conditions are in the enclosed draft agreement and the bidders are requested to study the same before quoting their fee.

GENERAL RULES & INSTRUCTIONS TO ARCHITECTS:

1. The Architect shall inspect the site to ascertain the site conditions, constraints and any other information required along with Trust officials and study the existing amenities before quoting their fee. The scope of works may vary (may reduce or altered) depending on the Govt guidelines and administrative exigencies. The quoted fee shall be firm for the proposed works with reasonable modifications also. Trust reserves the right to accept or reject any or all the offers without assigning any reasons.
2. The responsibility of getting the plans sanctioned from statutory authorities shall be that of the Architect. The CBCRD Trust shall make payments directly to the statutory authorities on demand or on production of receipts towards application fee, deposits and service charges. Architect shall obtain approval of building plans from local authorities, commencement certificate, occupancy certificate, and facilitate in getting the service connections from statutory /local bodies by providing necessary assistance and submitting required number of as-built plans, drawings, meeting the concerned statutory authorities' officials etc. Fee quoted shall include all these services and CBCRD Trust shall pay only statutory payments to the concerned authorities against receipts for such payments.
3. **The fee to be quoted by the Architect shall include all charges / fees expenses, payable by the Architect to the professionals / specialized agencies like Structural Engineers, Consultants for plumbing, sanitary & Electrical works etc. The CBCRD TRUST shall not be liable to pay fees, expenses, taxes etc to these professionals / specialized agencies engaged by the Architect. Please note that the fee to be quoted is of two types, one is Consultancy cum Liaising fee in percentage to the project cost, second one is construction Management fee (site engineer salary per month for a maximum period of 12 months period). Please note that the CONSULTANCY CUM LIAISING fee will be calculated on the basis of the project cost. Project cost means least of the tendered cost or actual cost of construction excluding GST payable to the contractor. The Architectural fees are to be quoted excluding GST component. The applicable GST is payable extra on the fee quoted & GST shall be remitted to the concerned statutory authorities by the Architect. Any change in the Income tax & GST rate on account of any fresh statutory legislation where the client is bound to bear such charges, the same shall be paid by the CBCRD Trust. Lowest bidder will be arrived by considering consultancy cum Liaising fee amount calculated based on the Project cost as Rs 200 lakhs (excluding GST) plus construction Management fee for 12 months period, excluding GST component.**
4. The decision of CBCRD Trust is final in all matters and the trust will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The Trust reserves its right to accept/reject any or all the offers without assigning any reasons.
5. The successful Architect shall undertake the services by themselves except for the specialist and services associated with consultants and shall not sublet or assign or transfer or sub contract any part of the services. No personnel employed by the architect or associate consultant for the work will be liable for any sort of compensation or employment from the CBCRD Trust.
6. The successful Architect shall execute the agreement on a non-judicial stamp paper of appropriate value. The offerer shall sign the draft agreement and submit the same as a token of acceptance which shall be valid till the formal agreement is signed. All the documents and subsequent correspondence will form the part of contract.
7. Canvassing in favour of the offer is strictly prohibited and any form of canvassing may make the offer liable for rejection.
8. Applicants shall furnish the names & designations of close relatives who are working in Canara bank or in CBCRD Trust if any.

PROFORMA OF AGREEMENT WITH THE ARCHITECT

Memorandum of agreement, made on this ----- day of the month of-----in the year Two thousand Twenty three (---,---,2023) between **CANARA BANK CENTENARY RURAL DEVELOPMENT TRUST (hereinafter referred as CBCRD Trust)** which is founded & formed trust as per the Declaration of Trust Deed registered as document No. 526/1980-81 in book IV volume 112 at Page No. 135 and filed in SF volume 116, page 69 in the office of the sub registrar, Gandhinagar, Bangalore on the 17th day of December 1980, which is herein after referred to as the TRUST, having its Head Office at Fifth Floor, Canara Bank HO Annexe Building, Gandhinagar, **Bangalore- 560009** represented by its duly constituted attorney Managing Trustee Sri ----- s/o Sri ----- --, aged -- years (hereinafter referred to as CBCRD TRUST) of the ONE PART

and **M/s** -----

----- represented by -----
----- **S/o** -----, aged --- years (hereinafter referred to as the Architect) which expression shall unless excluded by or repugnant to the context, be deemed to include their successors and assigns) of the other part.

WHEREAS the CBCRD TRUST is desirous of undertaking the construction of building at **Property no Resurvey No 2/1, Ambayathodu, Kattipara Grama Panchayath, Raroth Village, Thamarassery Taluk, Kozhikode (Calicut) Dt, Kerala State**, in accordance with the general requirements; And whereas the Architect ----- have agreed to perform the services as set out and subject to the terms and conditions set forth in the said 'conditions' herein under.

The following documents shall form the part and parcel of this agreement.

- a) Offer document submitted by the Architect, opened on ----- at -----.
- b) Canara Bank RD Section, FI Wing's letter dt ----- 2023 addressed to Architect -----
- c) The work order by CBCRD Trust (dt --,--.2023)
- d) Terms & conditions detailed in this contract agreement
- e) Any other mutual correspondence prior to this agreement date.

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

THE CBCRD TRUST appoints the Architect and the Architect accepts the work on a clear understanding that the Architect or their close relatives shall not be an employee of CBCRD TRUST for any reason whatsoever including for the reason of his/their appointment by virtue of this agreement and on the terms and conditions set-forth as stated in the foregoing, which shall form part and parcel of the agreement.

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

For and on behalf of

For and on behalf of the

M/s.-----

CBCRD TRUST

In the presence of witness :

1.

2.

CONDITIONS OF AGREEMENT

Agreement Dated2023 between the CANARA BANK CENTENARY RURAL DEVELOPMENT TRUST (CBCRD TRUST) AND M/s -----
(Name of the Architect) for the work of "Construction of Proposed new building at Resurvey No 2/1, Ambayathodu, Kattipara Grama Panchayath, Raroth Village, Thamarassery Taluk, Kozhikode (Calicut) Dt, Kerala State."

1. DEFINITIONS;

FOR the purpose of the agreement, the following words and expression shall have the meaning hereby assigned to them except where the context otherwise requires:-

(i) 'Approved' means approved by CBCRD TRUST's representative in writing including subsequent confirmation of previous approval and 'Approval' means approval by CBCRD TRUST's representative in writing as above said.

(ii) Trust means the CBCRD TRUST which expression shall unless excluded by or repugnant to the context include its representative.

(iii) Trust's representative' means the Managing Trustee, CBCRD Trust, Canara Bank Head Office Annexe building, Fifth Floor, Gandhinagar, Bangalore- 560009 or any person authorised by him as would be in charge of the work and would sign the agreement on behalf of the CBCRD TRUST.

(iv) Architect means -----
----- or their assigns or successors in office and authorised representative.

(v) Contractor means the person, firm and / or Company whose tender/tenders for (the successful bidder / agency in the tender process for construction of the new building) is/ are accepted by the CBCRD TRUST and includes the contractor's personal representative, successors and assigns.

2. Building' shall mean "Construction of Proposed new construction at Property Resurvey No 2/1, Ambayathodu, Kattipara Grama Panchayath, Raroth Village, Thamarassery Taluk, Kozhikode (Calicut) Dt, Kerala State."

3. 'Site' means property located at "Property Resurvey No 2/1, Ambayathodu, Kattipara Grama Panchayath, Raroth Village, Thamarassery Taluk, Kozhikode (Calicut) Dt, Kerala State."

4. SCOPE OF WORK, ROLES & RESPONSIBILITIES:

I. PRELIMINARY STAGE:

The Architect shall:

(a) Prepare Site survey plan showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and designs with drawings, giving details of useful areas, services area, circulation area and total plinth area and item rate cost estimate to the CBCRD TRUST to provide information in respect of magnitude of work and its components and services and cost of all such items involved.

- (b) Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage. electrical, fire-fighting, acoustics, interior decoration (if required), street/compound lighting landscaping, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting indicating scope, specifications and costs separately of such sub-heads. However, the CBCRD TRUST reserves the right to exclude any of the above services from the scope of the Architect's work. At this stage, preparation of elevation images, perspective views showing the external & internal details of the proposed building complex, will be necessary and the same shall be undertaken by Architect at no extra cost.
- (c) Obtain the approval of the CBCRD TRUST to (a) & (b) above and to all computations of all structural designs and all services designs which shall be in accordance with the latest IS Codes of practice and/or the codes of practice applicable in the area, Town, City where the work is located. Such detailed computations of all designs shall be made available to the CBCRD TRUST in duplicate along with drawings for any check the CBCRD TRUST may like to exercise for scrutiny before sanction of detailed estimates and call of tenders. The Architect shall indicate the names of his consultants for various services and structural designs, their organization, qualifications and experience and get the approval of the CBCRD TRUST to their employment by the Architect. The Architect shall be fully responsible for the correctness and accuracy of structural and services designs and the safety of the structure shall be entirely that of the Architect notwithstanding the approval by the CBCRD TRUST of these designs. The Architect and his consultants shall certify in writing that the designs are in accordance with the up-to-date and relevant codes of practice.
- (d) Submission of drawings having various floor plans, elevations, sections, site map in required number of sets as per local byelaw requirements to the Trust's Institute for onward submission to the statutory authorities. **The Architect shall obtain the necessary No objection certificates (NOC's) from various Govt departments and obtain the building plans approved from the concerned local planning authorities with necessary on-line submissions and other liaisoning works which are necessary to get the building plans approved. Assist the Institute of the CBCRD Trust in getting the construction commencement certificate, submission of work progress drawings to local authorities from time to time, submission of modified plans if any and final as built drawings and obtaining the approval from the local authorities.**
- (e) Programming of work by PERT / CPM/Bar charts, incorporating all activities from planning till completion of the work and working out cash flow.
- "This shall include all activities required for completion of the project well in time, i.e., preparation of working drawings, structural drawings, detailed drawings, calling tenders etc. including stages of services to be done by the consultants in coordination with the Architect, work of various contracting agencies etc. and obtaining various service connections".
- (f) Technical assessment of the project, getting done exploration work for deciding safe bearing capacity, depth & type of foundation work through specialized consulting firm(the cost of field and laboratory work for soil testing will be directly paid to such firm by the CBCRD TRUST.

II. WORKING DRAWING STAGE:-

The preparation of working and detailed drawings with details incorporating services and schedule of quantities will be involved in this stage. This will include:-

- (a) Preparation of working and detailed architectural and structural drawings and detailed estimate and specifications for all items of the above works including internal and external utility services, along with details of quantities, analysis of rates and details of structural design.

- (b) Obtaining approval of the CBCRD TRUST to above and modify them if considered necessary by the CBCRD TRUST and/or if the cost exceeds the estimated cost by over 5%.
- (c) Make any changes if required by the local authorities for obtaining the building plan approvals from the local Panchayath/Municipal/Town planning authorities.
- (d) Direct and co-ordinate the Architectural, Engineering and surveying work and prepare (with help of surveyors and other consultants, as necessary), complete working details, schedules, specifications and bill of quantities to describe the whole project adequately for the purposes of taking CBCRD TRUST's approval and of local body and placing the main and other subsidiary contracts.
- (e) Prepare prequalification documents for selection of agencies, prepare according to the approved form of the CBCRD TRUST all contract documents for various trades for calling tenders with articles of agreement, specifications, conditions of contract, special conditions, bill of quantities including analysis of rates based on market rates, time and progress charts, and obtain approval of the CBCRD TRUST to such final document. CBCRD TRUST shall invite the tenders and Architect shall supply adequate number of copies of drawings required to be attached to the tender to clarify the item(s) in the bill of quantities in the tender.

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

- (f) Attend the Pre-bid meeting, Technical bid & financial bids opening and submitting the necessary reports to CBCRD Trust.
- (g) Preparation and submission of model of the work to a suitable scale as and when required by the CBCRD TRUST. The cost of the model shall be approved and borne by the CBCRD TRUST. However the cost of perspective drawings, plan and elevations for the purpose of presentation shall be borne by the Architect and CBCRD TRUST will not consider any request in this regard.

III CONSTRUCTION STAGE:-

- (a) Scrutiny of the tenders in consultation with CBCRD Trust authorities and submission of recommendation on the tenders based on proper analysis of rates, market rates of materials and labour for major items costing about 90% of the cost, evaluation of commercial and other conditions stipulated by tenderers, to assist the CBCRD TRUST in the negotiations with contractors and the final selection of the contractor, prepare and complete execution of four copies of contract documents for all trades including drawings, specification etc. complete.
- (b) Advising CBCRD TRUST and contractor sufficiently in advance to enable him to get permits, quota certificates, licenses and foreign exchange, if required.
- (c) Assist the contractor to prepare a works progress schedule.
- (d) Supply the contractor such further drawings, specifications and details which may be required for proper execution of the work.
- (e) Obtain CBCRD TRUST's prior approval for any substitution, omission, addition or deviation in design or cost or the working drawings or schedule and specifications or item of work from the approved scheme/contract by working out financial benefit, if any, to the contractor, if total cost of all such exceeds Rs.10,000/-.
- (f) Periodic supervision of the work by the Architect/Architect's consultants to ensure that the work is executed as per drawings, designs and specifications and to certify the same in every bill and certify that the measurements recorded and the bill prepared is in order as per contract agreements for the works.

IV CONSTRUCTION MANAGEMENT:

Construction Management services to be provided by the Architect will include:

- (a) Attend Building Construction & Monitoring Committee (BCMC) meetings at site as & when convened without fail. No visit charges and /or conveyance charges will be paid for attending the

BCMC and such other site meetings. Check and approve shop drawings submitted by the contractor.

- (b) Give necessary on site supervision and inspection by employing experienced and qualified Civil/Electrical Engineer/Supervisor approved by the CBCRD TRUST, to ensure that the works are being executed strictly in accordance with the contract, working drawings, specifications and as per programme. The Engineer / supervisor shall be a graduate / Diploma Engineer with at least 2 / 3 years experience. There shall be at least one full time Engineer /supervisor at site. The duties, responsibilities & powers of Site Engineer / Supervisor are as detailed in clause V, below. The Architect shall furnish the details of credentials to prove the academic & experience records of the site engineer engaged by him to CBCRD TRUST, for its approval.
- (c) Have effective control over quantities and cost of various trades, advise CBCRD TRUST sufficiently in advance with justification if the total of sanctioned expenditure on various item of work is likely to be exceeded.
- (d) Advise CBCRD TRUST if the contract time is likely to be varied and reasons thereof.
- (e) Advise CBCRD TRUST on changes, if necessary, for technical reasons.
- (f) Check contractor's application for payment, evaluation of work completed for interim payments (within 7 working days) and final payments (within 15 working days) and issuing certificates for authorizing payment. Such certificates shall show details of quantities of various items of work which shall be check measured by the Architect in each running bill and certified, abstract of quantities, rates and costs and shall indicate separately advances of materials, if any, or any other advances, recoveries of advances, recoveries of materials used and issued with theoretical consumption and actual consumption of cement and steel etc. for each bill, gross and net amounts payable and shall be specifically certified by the Architect about its correctness and that the work included for payment is as per approved drawings and specifications and measurements have been checked of each item. Each bill shall be certified with following wordings; "Certified that the various items of works claimed in this Running bill/final bill by the contractor has been completed to the extent claimed and at tendered rates and that the items are in accordance with and fully conforming to the tender/ prescribed specifications and drawings. The works carried out is satisfactory. We further certify that we have checked 100% of the measurements of items claimed in this bill. Hence the bill is recommended for payment of Rs... "

The Architect shall grant such certificates on the understanding that he shall be held personally responsible for any over-payment, temporary or otherwise, which may occur in consequence thereof or any defective work.

- (g) Certify accounts of work, materials etc.,
- (h) Certify the final completion of work
- (i) Obtain completion and occupation certificates from the local bodies after completion of work and supply the same to the CBCRD TRUST.
- (j) Prepare As-built (completion) drawings including elevation and sections and structural details indicating details of building and all services and supply four sets of completion drawings to the CBCRD TRUST, verify and confirm identification marks on service installation, cables, wires etc., for easy identification.
- (k) Appear on behalf of the CBCRD TRUST before Municipal assessor or such other authorities in connection with settlement of ratable value.
- (l) Assist the CBCRD TRUST in arbitration, litigation case that may arise out of the contract entered into in respect of the above work.

V. SITE ENGINEER RESPONSIBILITIES, DUTIES & POWERS

V (A) ROLES AND RESPONSIBILITIES OF SITE ENGINEER

The Site Engineer is responsible for the following:

- a} Obtaining working drawings of the project stage by stage from the Architects and implementing the same after getting them approved by the competent authority of the Trust.

- b} Ensuring that architectural/structural and other details are made available at the site before the need for them arises.
- c} Ensuring that samples of building materials used in construction, of workmanship and finishes and of fittings are approved by the Competent authority of the Trust and that their display and safe custody at site are arranged.
- d} Ensuring that the contractor observes laws pertaining to labour and wages paid are not less than the minimum stipulated.
- e} Ensuring that the contractor has taken out the requisite insurance policies to cover workmen under the Workmen's Compensation Act, loss/damage caused by accidental collapse/fire/earthquake (as applicable) to partially constructed work, materials and plant at site and against claims (third parties) for injury/damage.
- f} Ensuring that the work progresses smoothly bottlenecks anticipated and effectively removed with the aim of successfully completing the project within the time schedule.
- g} Assisting the general building contractor or an appropriate work agency in establishing contact with the Local Authorities viz., Municipal, Electric supply, etc., to facilitate early availability of water supply, sewerage/electricity connections (as the case may be) at the time of their actual need.
- h} Ensuring that decisions on various aspects in connection with site works are obtained from Competent Authority well in advance of the actual commencement of the items of work by the contractor including any addition to, or alteration of, substitution to or deletion of or any item or part thereof with or without the incidence of extra items.
- i} Ensuring that instructions received verbally or in writing from the Competent Authority are properly complied with. It shall also be seen that verbal instructions given by visiting officers are confirmed in writing by the concerned officers.
- j} Ensuring that floors under construction are not overloaded with stacks of material or plant.
- k} Ensuring that holes for anchors/conduits/pipes are left in masonry or concrete at appropriate time and anchors/conduits/pipes are embedded or built in as required.
- l} Ensuring that partially constructed work is cased in or protected from damage.
- m} Keeping the CBCRD TRUST informed of the site events once a fortnight and submission of progress record through Architect.
- n} Maintaining good and healthy relations with and between the various contractors/agencies working at site.
- o} Ensuring that the contractors do not feel that the site staff of the CBCRD TRUST are unjust and unreasonable.
- p} Ensuring that all operations are carried out with complete safety to life and property.
- q} Ensuring that all operations are carried out with complete safety to life and property.

Maintaining safe custody of site records and office equipment.

V (B) DUTIES OF SITE ENGINEER

The duties of the Site Engineer are as follows:

- i} To make a thorough study of contract documents, architectural/structural drawings and other details so as to bring out ambiguities/discrepancies between them and to obtain clarification from the

Competent Authority well in time to avoid delays.

ii} To render a certificate to the Competent Authority to the effect that he has studied the contract documents, drawings and specifications.

iii} To approve the centre-line layout of building pegged out on site by the contractor and the benches for ground floor and other levels.

iv} To take charge of objects of value and antiquity found on site or in excavations, immediately, after their discovery, to hold them in safe custody and to hand them over to the Competent Authority of the CBCRD TRUST for further action.

v} To approve the foundation strata when the appropriate depth of excavation is reached in consultation with the architects.

vi} To ensure that the quality of materials and workmanship as laid down in the contract is maintained and the accuracy of dimensions shown on drawings is attained in the construction.

vii} To watch the validity of the building permission issued by the Local Authority and to ensure that the revalidation, if necessary, is obtained well in time.

viii} To arrange periodical reconciliation of cement and steel account and ensure that prompt recoveries are effected from contractor's running account bills.

ix} To maintain the under noted records at the site of work, in addition to normal routine requirements of an office.

- (a) Daily Progress Record.
- (b) Work Site Order Book
- (c) Instruction by CBCRD TRUST's Officers
- (d) Cement Statement (Receipt/Consumption/Balance).
- (e) Steel register/any other costly Material Register.
- (f) Concrete Pour Reports including Slump Test Record.
- (g) Concrete Cube Test Register.
- (h) Test Registers of other materials/fittings, fixtures, equipments as stipulated in the tender.
- (i) Register of Drawings and Working details.
- (j) Log Book of Defects
- (k) The Site Engineer should maintain a Hindrance Register giving details of commencement and removal of each hindrance.
- (l) Dismantled Materials Accounts Register.
- (m) Supply and consumption registers of scarce/costly materials like bitumen, lead, laminates, special paints etc.
- (n) Record of cement used/received: Day to day record of cement used/received shall be entered in the register as per CBCRD TRUST's Proforma and signed by the Site Engineer of the CBCRD TRUST as well as contractors' representative at site.
- (o) Record of reinforcement bars received at site: Necessary entry for reinforcement bars of each category shall be made in the register for steel as per CBCRD TRUST's Proforma and signed by the site engineer of CBCRD TRUST and the contractor daily.

x} To study the quality of approved coarse and fine aggregate and get the design of the concrete mix in accordance with modern practice. The Site Engineer shall ensure that the mix design for RCC work shall be carried out by the Architect/Structural Consultant, if applicable.

xi} To record measurements of completed work jointly with the contractor and to process them in running account bills. To Key in all the measurements of various items of works in Microsoft Excel Sheet

and cross check the arithmetical accuracy of the calculation of the quantitates and submit the same along with each running bill and final bill.

xii} To receive running account bills from the contractor and to forward them after checking, to the Competent Authority with his comments and recommendations and accompanied by all supporting documents.

xiii} To submit to the Competent Authority the Progress Report fortnightly.

xiv} To watch that the concerned contract does not lapse for want of extension of time. Therefore, to keep it alive and in operation from point of consideration that “Time is the essence of contract”.

xv} To ensure that progress on every contract is in accordance with the appropriate stage of its Time and Progress Chart.

xvi} To prevent contractor from proceeding with any work on which the contractor has got intentions of raising claims of extra/deviated items, until the Competent Authority approve the work to continue.

xvii} To receive the Final Bill from the contractor, to check it, and forward it with his comments and recommendations to the Competent Authority with all the supporting documents duly attached, within the stipulated time period.

xviii} To submit the final summary of costs for the project to the Competent Authority.

xix} To submit to the Competent Authority authentic information on and the under noted records pertaining to the completed work in order to enable the Competent Authority to finalise them in the due course.

- (a) Record of drawings i. e., as completed drawings.
- (b) Record of Standard Measurements for periodical services.
- (c) Inventory of fittings and fixtures.

xx} To hand over to the Competent Authority a “first draft” of “A Note of Comprehensive Information to the User”, containing detailed instructions on how to use and maintain the completed building to the best advantage of the CBCRD TRUST.

V (C) POWERS OF SITE ENGINEER

Powers that Site Engineer can exercise without reference to higher authority (but of which he shall make contemporary note in Daily Progress Record and/or Work Site Order Book and keep Competent Authority informed) are as follows:

i} To give directions to the contractor for the construction of a temporary office for the use of the Site Engineer at Site.

ii} To give direction to the contractor on construction of pillars for centre-lines of layout and benches for ground floor level.

iii} To give notice to the contractor about the use of sub-standard materials and workmanship and warn him that the work is liable to be suspended until such defects are rectified.

N.B. The notice should also state that all work done subsequent to the defective work pointed out shall be liable to be pulled down and rebuilt to the satisfaction of the Site Engineer.

iv} To issue warning to the contractor for work carried out in the absence of supervision.

- v} To issue notice to the contractor to suspend work during inclement weather and in circumstances where working would be dangerous to life and property.
- vi} To submit samples of cement and any other materials for testing, when necessary, to an approved laboratory.
- vii} To take concrete Test Cubes from concreting for RCC work and forward them for testing to an approved laboratory.
- viii} To prevent overloading of floors of building under construction and to take appropriate steps for support.
- ix} To intimate to the contractor that he intends to measure up the work.
- x} To issue interim certificate (running account bills) for the value of work done and unfixed materials at site and to effect recoveries for the CBCRD TRUST's materials, jointly with the Architects.
- xi} To certify expenses incurred by the CBCRD TRUST for rectification of contractor's defective work, when the later defaults in doing so, and recovering the same from the contractor's bill.

5. PAYMENT OF REMUNERATION:

(a) The consultancy cum Liaising fee:

The CBCRD TRUST agrees to pay to the Architect for the professional services & liaising to be rendered by tem/him as hereinabove described at 4 (I,II,III & IV) the following fee :-

A fee calculated at the rate of ----- percent (in words) plus applicable **GST component**, of the actual cost of work or tendered cost whichever is lowest (excluding GST component) for complete Architectural / structural and other consultancy services as narrated in clause 6, below.

The above fee includes Liaising towards obtaining approval of building plans from local authorities by making on-line submission of building plans for approval, obtaining NOC's from various departments/ statutory authorities, assisting in obtaining Service connections obtaining completion/ occupancy certificate from local bodies with timely co-ordination and liaising with concerned local town planning authorities. The necessary deposits/payments against receipts to the local authorities will be paid by the CBCRD Trust directly against demand notice/ receipt.

(b) Construction Management fees :-

The Architect will be paid at Rs..... (in figures)..... (amount in words) per month plus applicable GST for providing full time on-site supervision for rendering various services mentioned Clause 4. IV (b) above from the date of commencement of construction work at site, till completion of the construction work subject to a **maximum period of 12 (Twelve) months**.

The above fee also includes on-site supervision by engaging a qualified civil engineer for rendering various services mentioned Clause 4. IV (b) above from the date of commencement of construction work at site, till completion of the construction work subject.

- (c) The above fees at 5(a) are inclusive of fees payable by the Architect to any other consultants and the associates and nothing extra shall be payable by the CBCRD TRUST. It shall include all miscellaneous and incidental expenses to be incurred for getting sanction of plans, service connections, occupation certificate, etc but will exclude statutory charges payable for service

connections, statutory levies and non refundable deposits, which will be paid by CBCRD TRUST directly on demand / against receipt.

Any amount paid to the Architect as adhoc payment for the preparation of project report and conceptual drawings shall be adjusted in the first bill against above mentioned fees at 5 (a) above.

The consultancy fee in 5(a) will be paid in installments as specified below, subject to recovery of security deposit as per clause 7 below::

(i) On finalisation of preliminary/ sketch drawings and preliminary cost estimates (item 4 I (a, b, c, d, e & f)..... 5%.

(ii) On finalisation of drawings and particulars sufficient to enable application to be made to local/town planning/Municipal authorities for approval and on making such application and obtaining approval.15%

(iii)(a) On finalisation of detailed working drawings of all disciplines given below :- (item 4 II a,b,c,d & f)

| | | |
|---------------------------------|---|--------------------------------------|
| Civil | } | |
| Electrical and air conditioning | } | on respective estimated costs...10 % |
| others | } | |

(iii) (b) On finalisation of detailed structural drawings and structural Calculations 5%

(iv) On finalisation of detailed estimate and tender documents, including in respect of all services

viz on completion of stage as per item 4 II (e) 5%

(v) On receipt of tenders, advising on tenders, finalisation and award of all contracts, including specifications and handing over constructional drawings to contractor Item 4 III(a to d) & 4 III (e) 5%

(vi) During construction stage :

(a) During execution of work in proportion to the certified value of the running bills Item 4 IV (a to g)40%

(b) On finalisation of all work & final bills and accounts completion drawings and obtaining completion certificates from local bodies etc., viz, on completion of item 4 (iii)(e) and 4(iv)(h to k) 10%

(c) On successful completion of defects liability period after completion of all assigned work and on completion of all responsibilities under this agreement except under any future (anticipated) liabilities under 4 IV (k and l) and 24.....5%

6. COST OF WORK: The cost of work for the purpose of working out of consultants fees shall be the accepted tendered cost or actual completion cost, whichever is less excluding GST component, and shall exclude the following:-

(a) Land including its development charges but not the cost of path way, landscaping and compound lighting.

(b) Plan approval and service connection deposits and fees payable to local and/or statutory body by the CBCRD TRUST.

(c) Cost of any services, fittings and fixtures which are not designed, planned and supervised by

the architect such as light fittings, fans, Generator, transformer, etc., but not the cost of erection, civil works, electrical works, ducting etc.,

- (d) Any in fructuous expenditure as a result of demolition etc., ordered by the Architect and cost of any rejected work.
- (e) Cost of supervisory and other establishment employed on work by the Architect or the CBCRD TRUST.
- (f) Contingent expenditure like press advertisement, publicity, cost of foundation stone, Inauguration ceremonies of buildings etc.,
- (g) Escalation in the cost of work due to increase in rates of materials and labour after award of work.
- (h) Any deviation in the items of work not authorised by the CBCRD TRUST prior to its execution.

In computing the cost of the work for computing the Architects fees, liquidated damages or deduction from the contractor due on account of defective work or other reasons will not be accounted for as deduction in cost.

7. SECURITY DEPOSIT: An amount equivalent to 5% of the total amount payable as per fee under 5.a to the Architect shall be deducted progressively from each bill, in addition to the adjustment from the 1st bill of honorarium already paid, if any, towards security deposit for fulfilling the terms of contract faithfully and honestly. The security deposit will be refunded after the completion of the guarantee period under (clause 16).

8. ADDITIONS AND ALTERATIONS:

- (i) The CBCRD TRUST shall have the right to request in writing changes, additions, modifications or deletions in the design and drawing of any part of the work and to request in writing additional work in connection there with and the Architect shall comply with such request.
- (ii) That if the CBCRD TRUST deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the Architect for making changes and additions to the drawings, specifications and other documents due to rendering major part of whole of his work in fructuous, the Architect may then be compensated for such extra services and expenses on quantum merit basis at percentages applicable under this agreement and to be determined mutually unless such changes, alteration are due to consultants own commission and / or discrepancies including changes under clause (4 I (a) and (d), 4 II (b) & (c) due to changes required by Architect of all internal, external services. The decision of the CBCRD TRUST shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Architect. However for the minor modification or alteration which does not affect the entire design, planning etc., no such amount will be payable.
- (iii) If it is found after call of tenders that the tender is not within the sanctioned amount, the Architect shall if so desired by the CBCRD TRUST take steps to carry out the necessary modifications in the design and specifications to see that the tendered cost does not exceed the amount of corresponding sanction by more than 10%. The Architect shall not be paid anything extra for such modification. If the CBCRD TRUST is convinced that the trend of market rates is such that the work cannot be done within the amount of sanctioned estimate, the Architect shall submit a revised estimate expeditiously for obtaining sanction of the competent authority.
- (iv) The Architect shall also prepare the necessary draft letters for any major changes for CBCRD TRUSTs approval and execution in accordance with the contract documents and shall have authority to order minor changes in the work not involving any adjustment of the contract sum or any adjustment in contract time and which is not inconsistent with the terms of contract documents.
- (v) The Architect shall not make any material deviation, alteration, additions to or omission from the work shown and described in the contract documents except for structural safety and emergencies, without first obtaining the written consent of the CBCRD TRUST.
- (vi) All extra items, omissions deviations and substituted items and their proposed rates shall be brought

by the Architect to the notice of the CBCRD TRUST and supported by analysis of rates, statement of financial benefit, if any, to the contractor and CBCRD TRUSTs approval shall be obtained before authorizing the contractor to execute them, except up to the total cost of Rs. 10,000/- where it is expedient to take such decisions and get them ratified by the CBCRD TRUST.

(vii) The cost of individual works shall not exceed the sanctioned estimate as approved by the CBCRD TRUST. CBCRD TRUST's approval in advance shall be taken for any such increase anticipated giving full justification.

9. TIME SCHEDULE ::

Commencement of work:: The commencement of work will be considered from 7th day after the date of issue of award letter to the Architect :

- a. Completion of various services mentioned in clause 4 I (a, b, c, d, e & f)--- Four weeks.
- b. Completion of Working drawings i.e. services mentioned in clause 4 II (a, b, c & d) - Two weeks from the date of approving the building plans.
- c. Preparation of contract documents for call of tenders clause 4 II(e, f & g) .. Two weeks after approval of working drawings.
- d. Scrutiny of tender as mentioned in clause 4 III(a) one week after receipt of tenders.
- e. Anticipated period of construction to cover the services mentioned in 4 III (b,c,d & e) and 4 IV (a) to (g)..... during the progress of work as provided in contractor's agreement.
- f. **Certification of contractor's interim bills duly verifying the measurements of claimed completed works physically at site and cross verifying the measurements by keying them in MS Excel sheet - 7 (seven) working days from the date of submission of bills by the contractor to the Architect's Office or to their representative at site.**
- g. Completion of services as mentioned in 4 IV (h,i,j) - after virtual completion of the work Maximum four weeks.
- h. Assistance in assessment arbitration as mentioned in 4 IV (k & l) -whenver required.

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

11. RESTRICTION / SUSPENSION: The CBCRD TRUST reserves the right of restricting the Architect's services to the preparation of architectural and structural detailed drawings specifications and estimates and make other arrangements for inviting tenders and supervision of work after withdrawing such work from him or suspend the work due to administrative reasons. The Architect shall, in that case, will be entitled to payment of fees on prorata basis as per Clause 5 (a) only for the services entrusted to him.

12. ABANDONMENT OF WORK: That if the Architect abandons the work for any reasons whatsoever or becomes incapacitated from acting as aforesaid, the CBCRD TRUST may make full use of all or any of the drawings prepared by the Architect and that the Architect shall be liable to refund all the fees paid to him up to that date plus such damages as may be assessed by the CBCRD TRUST

subject to a maximum of 10% of the total fees payable to the Architect under this agreement. Provided, however that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the Architect shall be liable only to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the services performed by him till the date of termination of agreement.

13. TERMINATION: That this agreement may be terminated at any time by either party upon giving three months notice normally and in exigent circumstances with one month notice to the other and in the event of such termination the Architect shall be liable to refund the excess payment if any made to him over and above what is due in terms of this agreement on the date of termination. The CBCRD TRUST shall make payment of fees for the services already rendered by the Architect and the CBCRD TRUST may make full use of all or any of the drawings and details prepared by the Architect.

14. ARBITRATION : That if any dispute, difference or question shall at any time arise between the parties in respect of the meaning or construction of this agreement, or covering anything therein contained or arising out of this agreement, or the validity of the enforcement thereof which cannot be settled mutually, shall within 30 days (or such longer period as may be mutually, agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to sole arbitration by a person selected by the Architect out of the panel of three names supplied by the CBCRD TRUST and appointed by the Chairman, Executive Committee, CBCRD Trust, 112, J C Road, Canara Bank, Head Office, Bangalore within 30 days from such selection by the Architect.

The arbitration proceedings will be conducted in accordance with and be subject to the Indian Arbitration Act 1996 as amended from time to time and the decision of the arbitrator shall be final and binding on the parties.

The Arbitrator will have his seat at Bangalore or at such places in India as decided by the appointing authority. The Arbitrator may, with the written consent of the parties, extend time for making and publishing the award.

The Architect shall continue to perform his duties with diligence notwithstanding the fact that the dispute has been referred to Arbitration or any dispute or difference has arisen.

It is also the term of the agreement that if the Architect does not make any demand for arbitration in respect of any item in writing within 90 days of receiving intimation from the CBCRD TRUST that the final bill is ready for payment, the claim of the Architect will be deemed to have been waived and absolutely barred and the CBCRD TRUST shall be discharged and released of all liabilities under the agreement in respect of these claims.

15. NUMBER OF DRAWINGS SETS ETC. AND COPY RIGHT: All the estimates, details of quantities, detailed design, reports and any other details envisaged under this agreement including drawings-architectural, structural, electrical, A/c or other services (Internal and External) should be supplied both by the Architect without any extra cost. *Apart from submitting the hard copies, soft copies of all the drawings, details, designs shall also be submitted to the CBCRD TRUST for CBCRD TRUST's record & future reference at no extra cost.*

- i) All such drawings and copies as are required to be submitted to the local authorities for approval of drawings and construction and for sanctioning all service connections, including all drawings required for resubmissions incorporating any changes or amendments required by such authorities.
- ii) Two sets of all drawings for contractors of various trades
- iii) Two sets of all drawings for clerk of works/Site Engineer
- iv) One set of drawings for all consultants, whether employed by the Architect or the CBCRD TRUST.
- v) Two sets of all drawings to the CBCRD TRUST
- vi) Two sets of original drawings approved by the local authorities with their seal and two sets of

final completion drawings including structural and services drawings with all amendments, services identification marks and layouts of all services to the CBCRD TRUST, along with one complete set of final structural and services design with calculation. One complete set out of this shall be reproducible copy on A 1 size. Cost of supplying copies of drawings over and above the above sets shall be reimbursed by the CBCRD TRUST. All these drawings will become the property of the CBCRD TRUST and the CBCRD TRUST will have the right to use the same anywhere else. In that event, the CBCRD TRUST will pay a royalty to the Architect on mutually acceptable basis. The drawings cannot be issued to any other persons, firm or authority or used by the Architect for any other project. No copies of any drawings or documents shall be issued to any one except the CBCRD TRUST and its authorised representative.

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

16. GUARANTEE : The architect shall agree to redesign at his cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of design skill shall be found to be defective within one year from the date of completion of the work. The CBCRD TRUST shall grant right of access to the Architect to these portions of the work claimed to be defective, for inspection. The CBCRD TRUST may make good the loss by recovery from the dues/security deposits of the Architect in case of failure to comply with the above clause.

17. DETERMINATION OR RECESSION OF AGREEMENT:

The CBCRD TRUST without any prejudices to its right against the Architect/ consultants in respect of any delay by notice in writing absolutely determine the contract in any of the following cases;

1. If the Architect being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a Manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or Manager or which entitles the court to make up a winding order.
2. If the Architect is not pursuing the project with due diligence within the time lines committed or commits breach of any of the terms of the agreement and when the Architect has made himself liable for action under any of the cases aforesaid the CBCRD TRUST shall have powers:

- a. To determine or rescind the agreement
- b. To engage another Architect to carry out the balance work debiting the Architect the excess amount if any so spent.

18.i) The CBCRD TRUST may have the work inspected at any time by any officer nominated by the CBCRD TRUST who shall be at liberty to examine the records check estimates, structural designs and verify measurements and the quality of work.

ii) The appointment of CBCRD TRUST's own supervisory staff if any, does not absolve the Architect of his responsibility of supervision. The Architect shall remain solely responsible for the quality of material, workmanship, structural soundness designs and construction and for all provisions of the contract so as to satisfy the particular requirement of the specifications.

19.(a) The Architect shall be fully responsible for the technical soundness of the work and furnish a certificate to that effect including the work of consultants and specialist engaged, if any, by him and also ensure and give a certificate at every bill stage that the work is carried out strictly in accordance with drawings and specification.

(b) The Architect shall supply to the supervising staff, if so engaged by the CBCRD TRUST, copies of all documents, instructions issued to contractors relating to the work drawings, specifications, bills of quantities and also other documents as may be required for proper supervision, free cost.

20. All instructions to the contractor affecting the rules and provisions of contract shall be issued by the Architect in writing after obtaining proper approval in writing of the CBCRD TRUST and copies of such instructions shall simultaneously be supplied to the CBCRD TRUST.
21. The Architect shall be required to maintain his own accounts for certifying the contractor's bill and progress of work etc. These shall be properly handed over to the CBCRD TRUST before final payment under this contract.
22. The Architect hereby agrees that the fees to be paid as provided herein (clause 5) will be in full discharge of function to be performed by him and no claim whatsoever shall be against the CBCRD TRUST in respect of any proprietary rights or copy rights on the part of any other party relating to the plans, models and drawings, except as provided for in clause 15(vi) above. The Architect shall indemnify and keep indemnified the CBCRD TRUST against any such claims and against all cost and expenses paid by the CBCRD TRUST in defending itself against such claims.
23. Notwithstanding the completion of the work as per Agreement entered hereto, the Architect agrees and undertakes the responsibility to suitably reply to the CBCRD TRUST's queries that may be raised by any authorised inspection agency of the CBCRD TRUST or the Government..
- 24(a) In case it is established that due to fault of Project Architect or external agencies / consultant appointed by the Architect, if the CBCRD TRUST has to pay any extra amount due to over-run of the Project, over measurements - faulty description of tender item or any other lapse on the part of project architect necessary recovery may be effected from the Project Architect/Consultant's fees as per provision of Section 73 of Indian Contract Act 1872 under section 30 of Architects Act 1972 (Central Act No.20 of 1972) and/or project Architect/Consultant may be debarred from employment for specified period and/or black listed depending on gravity of the lapses on the Project Architect.
- (b) If work carried out by the Project Architect or consultants appointed by Architect is found to be sub-standard or un-duly delayed on his account, the concerned CBCRD TRUST should report to IBA, misbehavior of the Project Architect and IBA in turn should inform all the member CBCRD TRUSTs, after examining veracity of the CBCRD TRUST's version, not to deal with such Project Architect by way of punishment to him"

For and on behalf of

For and on behalf of the

M/s. _____

CBCRD TRUST

IN THE PRESENCE OF::

1.

2.

PROFORMA - A

SUBJECT: Appointment of Architect for the proposed construction of new building at Property Resurvey No 2/1, Ambayathodu, Kattipara Grama Panchayath, Raroth Village, Thamarassery Taluk, Kozhikode (Calicut) Dt, Kerala State."

:: CONFIRMATION FOR ACCEPTANCE OF THE OFFER:

I/We have read and examined the Notice Inviting offer, the draft agreement to be entered with and understood all its contents and all other relevant particulars.

I/We are fully qualified to provide the professional consultancy services to the said work and have understood the scope of services, terms and conditions, CBCRD TRUST's time schedule. We are agreeable to extend our professional services for the subject project and the professional charges have been conveyed in "**Proforma - B**" furnished.

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

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

DATE:

Signature of the Architect.

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