

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

Collector Bhadrak invites sealed Limited Tender from eligible Architects of repute in two Bid Systems having expertise in archaeological Conservation work for Providing Comprehensive Architectural Consultancy Services, preparation of DPR/estimate, drawing, design, preparing Tender documents, Supervising field work for the conservation and development work of the following monument and any other monuments which will require architectural consultancy in future.

Sl No	Name of Monument	Estimated cost
1	Repair and Renovation of Akhandalamani Temple, Aradi, Dist- Bhadrak	Rs.600.00 lakh

Duly completed application forms, which can be downloaded from the website of bhadrak.nic.in i.e. should reach the Office of the **Collector, Bhadrak, Odisha**, PIN-756100 on or before 29.01.2020 by 03:00 PM.

For further details log on to our website www.bhadrak.nic.in


COLLECTOR, BHADRAK

NOTICE FOR PREQUALIFICATION CUM TENDER FOR ARCHITECT

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

Sl No	Name of Work	Estimated cost in Rs. (approve)
1.	Providing Comprehensive Architectural Consultancy services including supervision of conservation and development work of Repair and Renovation of Akhandalamani Temple, Aradi at- Aradi, Dist-Bhadrak	Rs. 600 Lacs

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

(i) Experience of having successfully completed any one of the following similar works **(Providing Architectural Consultancy services for Conservation work of monuments or Heritage building or any tourism project during last -7- years ending on 31.12.2019:**

- a) Two similar completed works each costing not less than Rs. 50 Lacs of proposed work.
OR
b) One similar completed works each costing not less than Rs60 Lacs of proposed work.

3. Out of above, one work must be with Govt./PSU/Bank/Autonomous Bodies. Architects shall submit the Performance Certificates from the respective previous employers in support of above otherwise application is liable to be rejected.

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

5 The applicant must have minimum 5 years' experience preferably working with monuments and having experience in conservation works.

6 They must be having adequate organizational setup and reasonable presence in the work area and nearby. Having sufficient number of experienced personnel, technical know-how, and infrastructure to complete the project well in time.

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

- Taking the employer's instructions, visiting the sites, preparing sketch designs which shall be in accordance with governing codes/standards, regulations etc. (including carrying out necessary revisions till the sketch designs are finally approved by the employer), making approximate estimate of cost by cubic measurements, square meter, or otherwise and preparing reports on the schemes so as to enable the employer to take decision on the sketch designs.
- Submitting a proper Chart incorporating all the activities required for the completion of the project well in time i.e., preparation of master-plan including working drawings,

- Structural drawings, detailed drawings, elevation drawing and tender etc.
- Preparing architectural detailed estimates and all such other particulars as may be necessary for preparation of bill of quantities (BOQ).
 - Periodical Supervision of Conservation work, preparing minutes, presentation site reports, maintaining of the site records for completion of work.
 - The sealed Technical Bid and Financial BID should be kept in two separate sealed/properly closed envelopes superscribing "Technical BID for Architect for conservation Monument at (name of location)" and "Financial BID for Architect for Conservation monuments of at (name of location) " Both the above envelopes (Technical and Financial Bid) should be kept in one Single Envelope superscribing "Bids for Architect for Conservation monuments at (name of location)".
 - The financial bid of only those applicants will be opened who will qualify in the technical Bid. Date and Time for opening of Financial Bids shall be informed to technically qualified bidders separately.

7. Application, completed in all respects along with relevant documents duly super scribing the name of work on envelope must reach at the following address **on or before 22.01.2020 by 03:00 PM.**

**The Collector, Bhadrak,
Dist-Bhadrak-756100**

- Last date of receipt of application on or before 22.01.2020 by 03:00 PM
- Date of opening of Technical Bid- 22.01.2020 at 03:30 PM in presence of available bidders who want to be present in the opening Process. Bidders are requested to present in their own interest at time of opening of Bid.

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

Intending applicants are required to submit their **applications** with full bio data giving details about their organization, experience, technical personnel in their organization, competence and adequate evidence of their financial and technical standing etc. in the enclosed form which will be kept confidential.

While deciding upon the technical qualification of applicant great emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close coordination with other agencies.

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

Each page of the application shall be signed. The application shall be signed by person(s) on behalf of the organization having necessary authorization/power of attorney to do so (certified copies to be enclosed).

If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part of the proforma and serial number. Separate sheets shall be used for each part. However, the format shall be as per proforma.

Any letter or document accompanying the application form shall be submitted in duplicate.

Applications containing false/ incomplete and/or inadequate information are liable to be rejected. Also mere fulfilment of eligibility criteria does not guarantee selection.

Applicant should submit Rs. 10,000/-DD infavour of **Collector, Bhadrak**, which is non refundable for the cost of the tender paper.

While filling up the application with regard to the list of important projects completed or on hand, **the applicants shall include only those works which are individually costing not less than Rs.50 Lacs of the estimated cost of project.**

Clarification, if any required, may be obtained from the office of **The Collector, Bhadrak, Dist-Bhadrak-756100**

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

The application, which is received after due date and time are liable to be rejected. **The Collector, Bhadrak, Dist-Bhadrak-756100** reserves the right to accept or reject any of the offers, without assigning any reasons, whatsoever thereof.

ENGAGEMENT OF ARCHITECT

Basic information

1	Name of the applicant/organization			
	Address of the Registered Office (with phone numbers, fax numbers & e-mail ID)			
	Address of Local Office (with phone numbers, fax numbers & e-mail ID)			
2	Year of establishment			
3	Type of the organization (whether sole proprietorship, partnership, Private Ltd or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)			
4	Name & qualification of the proprietor/partners/ Directors of the organization/Firm a) b) c) d) (Enclose certified copies of documents as evidence)			
5	5 Details of registration - Whether Partnership firm, company, etc. Name of Registering Authority, Date and Registration number. (Enclose certified copies of documents as evidence)			
6	Whether registered with Government/Semi-Government/Municipal authorities of any other Public organization and if so, in which class and since when? (Enclose certified copies of documents as evidence)			
7	Details of registration with 1 Council of Architects 2 Indian institute of Architects (Enclose certified copies of documents as evidence)	Year of Reg	Class	Valid upto
7A	Number of years of experience in the field and details of work in any other field			
8	Address of Registered Office and the Name & Designation of professional in charge			
9	Yearly turnover of the organization during last 3 years (year-wise) and furnish audited balance sheet and Profit & Loss a/c (audited) for the last 3 years.			

10	Name and address	
11	PAN Number	
12	Details of registration for payment of service tax/GSTIN	
13	Detailed description and value of works done (Proforma 1) and works on hand (Proforma 2)	
14	Details of Key Personnel Permanently employed (Proforma 3)	
15	Other infrastructural information to be used/referred for this project (Proforma 4)	
16	Furnish the names of -3- responsible persons along with their designation. Address, tel. No. etc. for whose organisation, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	1. 2. 3.
17	Whether any Civil Suit/litigation arisen in contracts executed/being executed during the last 10 years. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and brief details of litigation. Give name of court, place, and status of pending litigation.	
18	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed-off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	

Sign. & seal of the Applicant



Proforma-1

a) LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 7 YEARS
COSTING Rs.50 Lacs and ABOVE

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

Notes:

1. Information has to be filled up specifically in this format.
2. Date shall be reckoned from the date of advertisement of the notice in newspapers.
3. or certificates, the issuing authority shall not be less than an Engineer In charge.

Technical Bid

Architect

Sign and Seal of Bidder

LIST OF IMPORTANT WORKS ON HAND COSTING Rs. 50 Lacs OF PROJECT COST & ABOVE.

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

Notes:-

1. Information has to be filled up specifically in this format.

Sign. & seal of the applicant

Technical Bid

Architect

Sign and Seal of Bidder



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

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

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

Sign. & seal of the applicant

Date and Place

MODEL AGREEMENT WITH ARCHITECT

This AGREEMENT made at----- this---- day of between **The Collector, Bhadrak, Dist-Bhadrak-756100** (here in after called 'The Employer' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the ONE PART.

And

(Name of the Architect) having its office at-----

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

WHEREAS the Employer intends to(name and nature of the work), "AND whereas the Employer is desirous of appointing the said Architects for the said work design (hereinafter called the said works') and issued a letter of confirmation/intent No. consequent upon their selection.

AND WHEREAS, for the day to day supervision, monitoring and management of the said works, the Employer has engaged services of as Project Management Consultant.

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

Architects' Services

1. Sketch Stage

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

1.2 Visit the site.

1.3 Examine Legislation. Code and Standards and bring to Employer's notice salient aspects that may affect the project.

1.4 Prepare sketch designs and plan including preparation of detailed area statement of the monument and carryout conceptualizing, and plan and carry out necessary revision till the sketch designs are finally approved by the Employer. Prepare approximate cost estimates based on Sq. mt. Sq. ft. rates to enable the Employer to take a decision on sketch design and approve the same.

1.5 Advise the employer on special services including obtain permission of project sign board inclusive of preparation of Prequalification documents/Tender Documents.

1.6 Insurance policy to be taken during progress of work, designing of guard station and obtain permission for project sign board inclusive of preparation of pre-qualification documents.

1.7 Submit, the approved drawings to concerned authority and obtain their provisional approval

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

2. Working Drawing Stage

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

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

2.3 Prepare complete detailed working drawings using latest materials to provide archaeological look including large scale designs, making designs and calculations and drawings for work etc. as may be decided by the employer and working out specifications and schedules of quantities. Describe the whole project adequately for the purposes of placing the Main Contract by the approved method. The Architect shall get all these drawings, details and quantities with block estimates approved by the employer.

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

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

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



3. Construction Stage

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

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

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

3.4 Assist Employer in preparing select list/pre-qualification list of contractors including making visits to the contractors works jointly with the employer if and as desired/required, invite the tenders for various trades in submitting assessment reports and recommendations on comparative statements, assessment reports, together with recommendations, specifying abnormally high and low rated items based on proper analysis of rates with constants from an approved standard hand book and market rates of the material and labour for major items of works costing about 90% of the estimated cost of the work. All commercial condition shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not. When conditions are not susceptible of evaluation, the alternative procedure of calling all the tenderers for negotiation and asking them to submit a final bid based on the terms & conditions acceptable to **the Collector, Bhadrak** may be adopted. Assist the employer if required to conduct negotiation with tenderers where necessary and after the Employer's decision on the tender, prepare contract documents and get them executed by the concerned Contractors after obtaining Employer's approval for the contracts.

4. Supervision Stage

4.1 Give periodical supervision and inspection as may be necessary for quality and surveillance of works as necessary to ensure proper and timely execution of the said works as per drawings and specification and effect smooth progress by prompt supply of drawings and decisions and co-ordination with all the agencies engaged in the design, engineering and execution of various items of work as required.

4.2 For the periodical supervision, Architect will post one qualified civil engineer at site having knowledge of conservation work at their cost. In addition to periodical Supervision of construction work, Architect scope also includes-preparing of minutes, site reports, maintaining all the site and lab records, helping in measurement at site, MB, verification and certification of Bills of Contractor etc. as per OPWD guidelines for completion of work.

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

Assume full responsibility for correctness of plans, design and designs for all services and ensure that the Conservation work is generally according to design, drawings, and specification and as per terms of contract.

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

5. Conditions of Engagement

5.1 The Architects shall submit to the employer sketch plans, detailed plans, cost estimates, tender documents, etc. within the period stipulated in the schedule hereto annexed.

5.2 The Architects shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such general superintendence and periodic inspection with regard to the said works as may be necessary and to ensure through the working drawings and specification aforesaid that the work is free from defects and deficiencies.

5.3 Whether the work is examined by a technical audit.

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

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

5.6 During the preliminary stage the Architects shall visit the site, collect all the relevant data, take site particulars, local authority's building by laws, prevailing prices for the building materials and labour wages, etc. and forward the same to the Employer also.

6. Termination of Agreement

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

6.2 If the Architects fail to adhere to the time schedule stipulated in the schedule hereto annexed or the extended time which may be granted by the Employer in his sole discretion.

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



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

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

7. Transfer of Interest

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

8. Scale of charges and mode of payment

8.1 The employer shall pay to the Architects as remuneration for the services rendered by the Architects in relation to the said works and in particulars for the services herein mentioned, a fee calculated at the (rate of percentage) () (Fee quoted in words), Fee will be filled at time of agreement between **The Collector, Bhadrak, Dist-Bhadrak-756100** of the actual cost of work/accepted tender cost whichever is less. The said fee being hereinafter called as "Basic Fee". Further payment will be made phase wise & total amount will be released on completion of project. T.A./D.A. Clause may be reviewed in terms of Consultant visit

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

9. Method of Payments:

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

10. Visit of the Site:

The architects on their Senior Executives shall visit the site monthly or as frequently as the works require .

The observations of the Architect shall be passed to contractor under advice to the Employer.

11. Arbitration:

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

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

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

If the Arbitrator so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed. The arbitration shall be governed by the Arbitration & Conciliation Ordinance 1996 as in force from time to time. The award of the arbitrator shall be binding and final of the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrators shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be reasoned award.



The fees, if any of the Arbitrator shall, if required to be paid before the award is made and published, be paid in equal proportion by each of the parties. The cost of the arbitration including the fees if any, of the Arbitrator shall be borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator in the award. The Employer and the Architects also hereby agree that the arbitration under this cause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

The arbitrator or arbitrators or Umpire, as the case may be, will be fellows of the Indian Institute of Architects or Fellow of Institute of Engineers (India). The award of the Arbitrator(s) or Umpires, as the case may be, shall be final and binding upon the parties to the Arbitration.

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 Bhadrak** shall have the jurisdiction to determine the same.

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

SINGED AND DELIVERED FOR AND ON BEHALF OF **The Collector, Bhadrak,**
Dist-Bhadrak-756100
BY SHRI/SMT _____



- 1) _____
2) _____

SIGNED AND DELIVERED
FOR AND ON BEHALF OF
THE ARCHITECT

BY PROPRIETOR

IN THE PRESENCE OF

- 1) _____
2) _____

ANNEXURE I

MODE OF PAYMENT TO ARCHITECT

S.No.	STAGE	% AGE OF FEES
1	On submitting final preliminary drawings/designs/ preliminary survey /soil test report/study model along with the modified estimate of cost and on approval of the same by The Collector, Bhadrak, Dist-Bhadrak-756100	10 %
2.	(a) On submission of preliminary drawings to statutory bodies for approval at required stages.	10 %
3.	During preparation of basic working drawings and details sufficient for preparing item wise estimates or costs for the approval of The Collector, Bhadrak , and preparation of structural and various Specialist's services design in form of drawings (Govt. authorities, authorities concerned)	10 %
4	Submitting detailed specifications, bill of quantities, detailed architectural working drawings, structural and services designs together with estimate of costs, sufficient to invite tenders. Issue of tender notices in respect of all trades, submission of recommendation to The Collector, Bhadrak , and execution of contract documents for the various trades on pro-rata basis.	20 %
5	On submission of complete set of drawings and details sufficient for the work to be executed at site	10 %
6	During course of conservation work and supervision of work on site (in instalments) as conservation work proceeds and in proportion to the value of work executed.	30 %
7	On completion of work (Balance if any) and on obtaining completion, occupation certificate and other statutory Certificates required for physical occupation.	10 %

NB:- Payment will be released on receipt of certification from appropriate authority only regarding completion of work.



ANNEXURE II

Certified that the various items of works described in the drawings and estimate carried out by the Contractor have been completed and that the items are in accordance with and fully conforming to the standard / tender specifications and drawings.

Signature of the Architect
Date