



Engagement of Architect for Comprehensive Interior Planning And Designing Of 4th Floor For Renovation And Setting up Of Department Of Supervision, At World Trade Centre (WTC), Cuffe Parade, Mumbai

Estate Office, Mumbai Regional Office, Reserve Bank of India invites limited e-tenders from eligible architects for the captioned work. The schedule of tender is as follows:

a. e-tender no.	RBI/Mumbai/Estate/277/22-23/ET/409
b. Mode of tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c. Estimated cost of the work	Rs. 5.90 Lakhs
d. Date of NIT available to parties to download (View Tender Time)	November 15, 2022 from 5:00 PM onwards
e. Pre-Bid meeting	Offline 11.30 AM on November 28, 2022 at Estate Office, 2nd Floor, Main Building, Mumbai Regional Office, Fort, Mumbai: 400001
f. Earnest Money Deposit	₹10,000/- (Rupees Ten Thousand only) by NEFT or in the form of DD. The DD shall be submitted in sealed cover addressed by name to Shri Ajay Michyari, Regional Director, Main Office Building, Reserve Bank of India, Fort, Mumbai-400001 so as to reach Estate Office, Second Floor, Main Office Building, Reserve Bank of India, Fort, Mumbai-400001 i) NEFT Details: A/c No – 04861436206 IFSC CODE – RBIS0MBPA04
Last Date of submission of EMD	December 06, 2022 till 2:00 PM

g. Date of Starting of e-Tender for submission of online Techno-Commercial bid and Price bid at www.mstcecommerce.com/eprochome/rbi	November 15, 2022 from 5:00 PM onwards
h. Date of closing of online e-tender for submission of Techno-Commercial bid & Price bid	December 06, 2022 till 2:00 PM
Date and time of opening of part-I (Techno-commercial bid)	December 06, 2022 at 3:00 PM
j. Part-II of the online tender will be opened on the same day or subsequent date, which will be intimated to the tenderers in advance.	Shall be intimated to the eligible bidders subsequently.
k. Transaction Fee	Rs. 1,000/- plus GST @ 18% To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited.

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.



**Reserve Bank of India
Estate Office
Fort, Mumbai**

Techno-Commercial offer

For

**ENGAGEMENT OF ARCHITECT FOR COMPREHENSIVE INTERIOR PLANNING
AND DESIGNING OF 4TH FLOOR FOR RENOVATION AND SETTINGUP OF
DEPARTMENT OF SUPERVISION, AT WORLD TRADE CENTRE (WTC), CUFFE
PARADE, MUMBAI- 400005**

Issued to M/s _____

Last date of submission _____

INDEX

S. No.	Contents	Page No.
1	Letter of offer & Disclaimer	3-4
2	Instruction to Prospective Architects	5-6
3	Brief about the Project	7-10
	Important Information	
	Evaluation procedure	
	Fee to the Appointed Architect	
4	General conditions	11-22
5	Schedule of activities with time frame (Annex-I)	23
6	Typical floor plan of WTC (Anne-II)	24
7	Standard scale of Area Requirement (Annex-III)	25
8	Undertaking " Prevention of Corruption Act 1988" (Annex-IV)	26
	Financial Proposal (Annex- V)	27
9	Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit (Annex-VI)	28-29
10	Confirmation of Commercial Conditions (Annex-VII)	30
11	Details of ongoing works (Annex VIII)	31

Letter of offer

The application form duly filled in shall be addressed to:

The Regional Director,
Reserve Bank of India,
Estate Office, 2nd Floor, Main Office building,
Fort, Mumbai 400 001

Dear Sir,

Application for Engagement of architect

I/We have read and understood the instructions and the terms and conditions contained in the application form and in the format of agreement and agree to abide by all the terms and conditions.

Signature :

Name of the Applicant: _____

Designation : _____

Address : _____

Place _____

Date _____

Signature and Seal of the Applicant/Firm

DISCLAIMER

Reserve Bank of India, Fort, Mumbai has prepared this document to give background information on the Project to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisor

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

INSTRUCTIONS TO PROSPECTIVE ARCHITECTS

Scope of work:

1.1 Architect/Firms to render Architectural/interior design Consultancy Services for the proposed **ENGAGEMENT OF ARCHITECT FOR COMPREHENSIVE INTERIOR PLANNING AND DESIGNING OF 4TH FLOOR FOR RENOVATION AND SETTINGUP OF DEPARTMENT OF SUPERVISION, AT WORLD TRADE CENTRE (WTC), CUFFE PARADE, MUMBAI- 400005**

The usable carpet area of floor is approx. 16250 sqft.

1.2 The scope of work (illustrative only) involved in the service are as mentioned:

- studying the existing setup, understanding the department's requirements, designing & planning complete interiors office setup adopting the latest technology, with minimum alterations to the existing infrastructure, to the requirements and satisfaction of the Bank.
- Taking site measurements and preparing the layout of the entire floor.
- Conducting joint meeting with the user department along with Estate Department's officials for preparing preliminary and final layout of the floor.
- Designing and planning the layout for electro-mechanical/ tele communication system, fittings/ fixtures/ gadgets in consultation with Bank's concerned Electrical Engineers and submission of required information/documents (plans, elevation, sections, etc.).
- Preparation of BOQ for all the interior works like cabin partitions, work stations, false ceiling, electrical fittings/ fixture and other gadgets (excluding flooring, loose furniture like chairs, tables, SDUs, credenzas, sofa, Tepoy, etc.),
- visiting the site as and when directed by Bank (maximum 10 visits during execution of renovation work).
- All scope of work/ service which is necessary to complete the renovation work shall be included in the contract including issuing completion certificate along with as-built drawings, after completion of the renovation work.

2. Signing of contract Documents:

The selected Architect/firm shall be bound to enter into an agreement in the Bank's prescribed format on non-judicial stamp paper of value as per Mumbai Stamp Duty Act as applicable at the time of execution of agreement, within 07 days from the date of receipt of intimation of acceptance of their proposal by the Bank. The agreement shall be signed by authorized signatory of the Architect/firm. Copy of Power of Attorney for authorized signatory shall be submitted.

3. Conditional proposals are liable for disqualification.

4. All costs and expense associated with submission of quotation shall be borne by the applicant.

5. In case, date of opening of quotation is declared as a holiday, the same will be opened on the next working day at same time.

6. Firms shall submit details of the works in hands as per Format in [Annex VII](#) along with Bank's solvency certificate of an amount of Rs 5.0 lakh and shall reach this office on or before **December 06, 2022 till 2:00 PM**

7. Firms may send their queries, if any, on email ID spsingbal@rbi.org.in or may contact Shri Siddharth P Singbal Phone No- 022-22611797/ 9004393522

Brief About the Project

ENGAGEMENT OF ARCHITECT FOR COMPREHENSIVE INTERIOR PLANNING AND DESIGNING OF 4TH FLOOR FOR RENOVATION AND SETTING UP OF DEPARTMENT OF SUPERVISION, AT WORLD TRADE CENTRE (WTC), CUFFE PARADE, MUMBAI- 400005

The Bank's aforesaid office premises are occupied since 1988 and due to office automation, changing user requirements, normal wear and tear, for optimum utilization of the space, for implementing energy conservation/ saving, etc. the floors have been considered for renovation and re-setting up.

2. Approximate area to be taken up for renovation is appx. 16250 Sqft. It is intended to renovate the floor to create the modern open office work environment.

3. The broad scope of work to be taken up in the renovation is as under:

- A. Civil/Interior works including vitrified tiles flooring, false ceiling, cabin partitions, electrical fittings/fixtures
- B. SITC of electrical installations like UPS, telephone exchange, server room, etc.
- C. SITC of security gadgets, public address, communication and firefighting system.
- D. SITC or modification/ addition of air conditioning system and ducting (wherever required)
- E. Floor trunking /structural cabling
- F. Office work stations
- G. Cabin and external office furniture

The clarifications on the queries will be given to all the applicants along with the briefing about the actual requirements of the proposed development in a pre-design meeting which will be held on **November 28, 2022 on 11.30 AM** on at the Estate Office, Fort, Mumbai. At any time prior to the last date of submission of quotation, Reserve Bank of India, for any reason, at its own initiative or in response to a clarification or query raised by a prospective architect during pre-design meeting, reserves right to modify certain clauses in the application documents and effect an amendment with intimation to all concerned. This communication shall be binding on all the participants/architects. Participant architects should promptly acknowledge receipt of the same.

Important Information

Cost of Quotation (Non-refundable)	Rs 1000/- (Rs One thousand only) by way of a Demand Draft taken from a scheduled bank in favour of "Reserve Bank of India" payable at Mumbai
Issue of Quotation	From November 15, 2022 from 17:00 hrs onwards
Pre- design meeting	At 11:30 AM on November 28, 2022 at the Office of the Regional Director, Reserve Bank of India, Estate Office, Fort, Mumbai.
Last date & time of Submission of quotation	December 06, 2022 up to 14:00 hrs to the Regional Director, Reserve Bank of India, Office, Fort, Mumbai
Date of opening of Techno-commercial bid	December 06, 2022 up to 15:00 hrs to the Regional Director, Reserve Bank of India, Office, Fort, Mumbai Date and time of opening of Price-bid will be communicated at later stage.
Period for signing of Contract Agreement	07 calendar days from issue of Letter of Award
Commencement Date	10 calendar days from issue of Letter of Award
Liquidated Damages	0.25% of the contract value (i.e. professional fees payable) per week for the delay subject to maximum 10 % of the contract amount (professional fees paid).
Address for communication in connection with this quotation	The Regional Director, Reserve Bank of India, Estate Office, Fort, Mumbai
Time for Completion of entire renovation work: 1 year	
The project of renovation work will be taken up either in single or two phases and Time for Completion of project (each phase) shall be about 6 months from the Commencement for execution of the work. However, the architectural services are to be delivered as per the timeframe mentioned in Annex I .	

1. Evaluation procedure:

The quotation shall be submitted in two parts viz., "Technical" and "Financial" and should generally follow the Form as given in the [Annexure V](#).

1.1 The "Technical" and "Financial" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) as per details provided in the [Annexure IV](#). Both the sealed envelopes should again be placed in a sealed cover which will be received in the Office of the Client up to **14:00 hours on December 06, 2022**. In financial bid, total amount, for rendering architectural service, shall be quoted, based on scope and quantum of the work involved. Fees in any other form (like on percentage basis, etc.), if quoted in the financial bid, such bid shall be rejected.

1.2 Opening of Proposal

The proposal (first envelope containing Technical Proposal only) will be opened at **15:00 hours on December 06, 2022** in Estate Office in presence of such consultants or their authorized representative who may choose to be present. It may please be noted that the second envelope containing the Financial Proposal will be opened separately either on same day or any other day, date of which will be conveyed to all the participants. An Earnest Money deposit of Rs 10,000/- should be submitted along with the technical bid in the form of DD (in favour of Reserve Bank of India payable at Mumbai), NEFT. **Bid without EMD will not be considered. (MSME registered firms are exempted from submission of EMD)**

2. Evaluation of Proposals

- (i) The Financial Proposals shall be opened in the presence of the firm's representatives who choose to attend.
- (ii) The firm who has quoted lowest amount of fees including shall be awarded the work.
- (iii) After opening of financial bid, if two or more firms are positioned at L1 (Lowest 1), then all the firms will be given one opportunity for reviewing their percentage fees by offering further discount, in sealed envelope, which will be opened in the presence of their representatives, time and date which will be communicated to these firms subsequently. The firm which offers highest discount will be placed at L1 and will be awarded the work.
- (iv) Further, even after carrying out the above exercise as mentioned at (iii) above, if again two or more firms are placed L1, then firm will be selected by lottery system whose date and time shall be informed to the firms suitably and the lottery will be picked in the presence firm's representative by Bank's committee members.
- (v) If the firm, who is awarded the work, is not agreeing to execute the contract, their EMD will be forfeited and the firm will not be allowed to participate in this bid, again.

The decision taken by the Bank in this regard shall be final and binding. No intermittent correspondence will be entertained from any of the competitors.

Fee to the Appointed Architect

The Architects should note that the Contract for this Assignment will be with the Regional Director, Estate Office, Reserve Bank of India, Fort, Mumbai. Payments to the Architects shall be made in accordance with the agreed payment schedule as mentioned in para 4 of general conditions.

- (a) This is item rate contract and the firms shall understand the complete scope of the work involved before quoting their rates.
- (b) The Architect shall visit the site as and when required to inspect and render necessary advice for the on-going works or as and when advised by Bank, however, maximum 10 visit shall be considered while quoting the rates. Visit above the prescribed numbers shall be paid additionally.
- (c) The appointed architect shall, with the prior approval of the Bank and within the above mentioned fees payable to them, engage the services of well qualified specialists of consultants pertaining to the services mentioned in the enclosed format of agreement whenever required.

I/We have gone through the entire document including the brief and the format of agreement, understood all the details and agree to abide by all the terms and conditions therein.

Signature :

Name of the Applicant : _____

Designation : _____

Address : _____

: _____

Place _____

Date _____

Signature & Seal of the Applicant/Firm

General Conditions

1.1 Architectural services:

The Architect shall render the following services in connection with and in regard to the work.

- a. The Architect shall inspect the existing setup of the floor, take Bank's instructions about the requirements, prepare detailed preliminary floor plan showing the arrangements of cabin partitions, workstations, furniture, firefighting system (fire alarm), etc. as per Bank's requirement by optimizing the available space for the approval of the Bank. On approving the preliminary floor plan, firm shall prepare detailed drawings including reflected false ceiling layout, floor trunking layout (existing trunking shall be also retained and additional requirements shall be assessed and planned), preparing detailed plans/ cross sections of the cabin partition/ furniture layout, AC ducting (superimposing the existing ducting and planning additional ducting, wherever required), etc. The Works shall be fit for the purposes for which the Works are intended as described and expressed in the Contract. The Works shall include all the works which are necessary to satisfy the Bank's Requirements.
- b. On preparation of preliminary design of the entire floor plan, PPT presentation shall be presented in front of committee members explaining about the planning strategy and its benefits. Architect shall give clarifications for the queries of the committee to their satisfaction.
- c. The Architect shall submit the entire layout plans incorporating the observations of the committee member for the approval of the bank. On receiving approval, final layout plan, sections, other drawings, etc. with detailed area calculation of various items and preparing BOQ (Detailed tenders shall be prepared by Bank's engineers). The drawings and BOQ shall be submitted in hard and soft copies to the Bank. Submitting 2 sets of complete GFE drawings for tendering (in hard copies as well as AUTOCAD) showing cabins, work stations, visitors lobby, conference room, cabin furniture and other articles, Plans/sections, false ceiling plans/ sections, lighting arrangements, AC ducting layout and other details.
- d. The Architect shall ensure and confirm that the designs are in line with established practices and latest codes of practices.
- e. Architectural service shall be completed such that the time schedule at [Annex- I](#) is adhered to.
- f. The Architect shall exercise all reasonable skill, care and diligence of duties to be performed by them in planning of the layout to have optimum space utilization.
- g. The Senior Architect shall visit the site as and when required/ advised by Bank

(maximum 10 site visit shall be considered on award of the execution work) to inspect and render necessary advice for the ongoing works.

- h. Any modification/ change required, as a result of error or as per the site constraints during execution or request from the concerned parties, shall be brought to the notice of the Bank and change(s) in drawings/ specification requested shall be submitted, without claiming any extra charges, to the Bank along with their comments and financial implications, involved in execution of the modification, for Bank's approval. Only upon receipt of Bank's approval of the changes in drawings/ specification, contractor shall be issued with revised drawings / specification for execution.
- i. The Architect shall not make any deviation, alteration or omission from the approved design without the written consent of the Bank. All variations and extra items shall be referred to the bank together with the reasons for making deviations and furnishing an analysis of the extra cost involved thereby. The Architect shall, on no account, permit the contractors to include the variations or extra items of work in their running bill or certify such variations or extra items until the variation orders are issued after the rates are accepted by the Bank. In case any additions or variations are carried out without the prior approval of the Bank, the Bank shall not be liable to pay the contractors for additions and variations and the Architect shall be responsible for paying the Contractor and the Architect shall also not be entitled to claim fees for such additional items of works.
- j. On the completion of the work, the architect shall supply **two copies** of '**as built drawings' scaled (1:100 or 1:50)** and also **a soft copy of each of the drawings on CD to the Bank.**
- k. The Architect shall furnish such information / data regarding their constitution/ business/ Book of Accounts etc., as may be required by the Bank or in terms of any law or any requirement thereof by Government/ statutory authorities.
- l. The Architect shall depute, as and when required, only qualified person acceptable to the Bank (a Graduate in Architecture having minimum 5 years' experience) to represent him for interacting with the Officials of the Bank. The Architect shall employ personnel who would be expected to be professional and courteous in their speech and behavior with the Bank's officers/ staff. In case of any complaint in this regard made by the Bank, Architect will take corrective action as may be necessary including substitution/ change of person or persons against whom such complaint may arise, to the satisfaction of the Bank.
- m. The Architect shall provide any other services not specifically enumerated above but shall be required for accomplishment of work as per the scope defined, without claiming any extra payment.

[Note: No extra-ordinary services are comprehended under this clause. As it is not feasible & practicable to identify and mention/ describe the entire break down structure of each of the duties & the activities/ sub-activities/ sub-sub-activities and so on under the scope of Architects duties/ work, hence this clause.]

- n. Any service rendered by the Architect that is not covered in this document shall be charged extra at a mutually agreed fee prior to execution.
- o. The data given by the Reserve Bank of India is only for information and guidance of the Architect who shall verify these data and shall be responsible for the overall design adequacy of the project. The Architect shall visit the site also to collect whatever information he may require, pre-award of the execution work. The Architect shall have to engage all types of consultants (if necessary) with due approval of the Employer and pay them suitably from their own professional fees.
- p. Architect shall also assist Bank in selection of colour schemes for various items involved in the renovation work.

1.2 The Bank's Engineer -The Bank may nominate from time to time (During the entire contract period) its Engineer to act on Bank's behalf under the Contract. The Bank shall also be entitled to change its Engineer with intimation to the Architect during the currency of the contract agreement. The Bank's Engineer shall carry out the duties specified or implied in the Contract.

1.3 Architect's Representative - The Architect shall appoint the Architect's Representative with prior written approval from the Bank and shall give him all authority necessary to act on the Architect's behalf under the Contract. The Architect shall not, without the prior consent of the Bank, revoke the appointment of the Architect's Representative or appoint a replacement.

1.4 Setting Out - The Architect shall check and certify correctness of the set out works in relation to original points, lines and levels of reference & approved plans. The Architect shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

1.5 Site Data - The Bank shall make available to the Architect for his information, all relevant available data in the Bank's possession. The Architect shall be responsible for verifying and interpreting all such data. The Bank shall have no responsibility for the accuracy, sufficiency or completeness of such data.

1.6 General Design Obligations

The Architect shall be deemed to have scrutinized the Bank's Requirements (including design criteria and calculations, if any). The Architect shall be

responsible for the design of the Works and for the accuracy of such Bank's Requirements (including design criteria and calculations) and furnish the same to the Bank for their record.

The Architect shall submit to the Employer all Design Data, together with the relevant Design Certificates certified by the Architect. In the event that a re-submission of Design Data is required, the Architect, after receipt of the relevant statement of objections from the Employer, should make such re-submission as soon as deemed suitable by the Employer. All submissions of Design Data shall be done in 2 copies.

The Architect shall also furnish any further such information/ calculations/ supporting data to the Bank whenever called for.

The term **Consultant** used in this document refers to the consultants appointed by the Architect if not otherwise mentioned.

1.7 Architect's Warranty of Design

The Architect's proposal should meet the requirements of all statutory authorities such as Fire Brigade, Corporation, Development Authority and/ or any other statutory body etc.

- a. The Architect shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the Architect's proposal.
- b. The Architect warrant that the Architect's Proposals meet the Bank's Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Bank's Requirements or any part thereof due to the fault of Consultant, the Architect shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Architect's own cost.
- c. The Architect shall indemnify the Bank against any damage, expense, liability, loss or claim, which the Bank might incur, sustain or be subject to arising from any breach of the Consultant's design responsibility and/or **warranty set** out in this Clause.

1.8 Technical Standards and Regulations

The design, the Architect /Consultant's documents, the execution and the completed works shall comply with the IS technical standards of building construction and environmental laws in force in India, laws applicable to the product being produced from the works, and other standards specified in the Bank's Requirements, applicable to the works, or defined by the applicable laws.

Where suitable Indian standards are not applicable, relevant international standards with the prior approval of the Bank's Engineer may be referred to.

1.9 Ownership of the Designs and Drawings

All the designs, drawings, documents etc. prepared by the Architect for the Project shall be the property of the Bank and the Bank shall have the exclusive Intellectual Property Rights of such designs, drawings, documents etc. The Architect shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of the Bank and any such act without the permission of the Bank shall constitute violation of Intellectual Property Rights at any stage after issue of work order.

1.10 Right to modify the design

The Bank shall have the right to modify the design prepared by the Architect by mutual discussion. The Architect shall comply with any such instructions by the Bank and suitably modify the design and forward the same to the Bank for approval. Bank's decision on the design shall be final & binding.

1.11 Design Error

If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Architect's Documents, they and the Works shall be corrected at the Architect's cost, notwithstanding any Bank's consent or approval under this Clause.

1.12 Persons in the Service of Others –

The Architects/Consultant shall not recruit or attempt to recruit staff from amongst the Bank's Personnel, Engineer and those retired Employees of the Bank at any stage in the Contract.

1.13 Copy Right of all the drawings

Upon release of the initial payment to the Architect, copy right of all drawings along with its design concept and philosophy of the scheme prepared by the Architect and submitted to the bank shall be the property of the Bank and the Bank may use it for its benefits if it so desires. Thereafter, the Architect shall not have any right on the design prepared by him.

1.14 Authorized Representatives for correspondence:

Unless mentioned elsewhere in this agreement for any other purposes, the authorized representative of the Bank shall be 'In-charge' of the Estate Office, RBI, Fort, Mumbai for the purposes of all correspondences with the Architect.

Architect shall designate their authorized representative and inform to the Bank his/ her name and address along with his/ her specimen signature for entering into future correspondence in all matters. They shall immediately communicate the change, if any, to the Bank without any loss of time.

1.15 Change of Address:

Both the parties inform the other within 7 days in case of any change of their addresses.

1.16 Correspondence:

All correspondence or instructions shall be in English, in writing, delivered by hand, fax, post or e-mail [copies of emails shall be invariably addressed to all the staff connected with the project to facilitate timely action by the person concerned.]

1.17 This agreement shall remain in force till the Architect obtains the Completion certificate from the statutory authorities, if required and all the services/ activities covered under scope of the contract are concluded.

1.18 Non- Disclosure Clause

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/ equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

1.19 Prevention of Sexual Harassment of women at work places

a) The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013" In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.

b) any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Employer shall be taken cognizance of by the Regional Complaints Committee constituted by the Employer.

c) the contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees /workmen of the contractor, for instance any monetary relief to Employer's employee, if sexual violence by the employee /workmen of the contractor is proved.

d) the contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

e) The contractor shall provide a complete and updated list of its employees who are deployed within the Employer's premises.

2. Termination of Contract/ Agreement

a) The Agreement herein may be terminated at any time by either party by giving a written notice of one month to the other party. Even after the termination of their employment, the Architect shall remain liable and be responsible for the design work/ drawings and specifications, estimate, cost control, and any act in respect of all the works executed before the termination of the Architect's appointment but shall not be entitled to additional remuneration thereof.

b) If the Architect shall close their business or become incapacitated from acting as such Architect, then the agreement shall stand automatically terminated.

c) (i) If the Architect fail to adhere to the time schedule stipulated in the schedule mentioned or the extended time which may be granted by the Bank at its sole discretion, or

(ii) In case there is any change in the constitution of the company of the Architect for any reason whatsoever and such change, for whatsoever reason, is not acceptable to the Bank, the Bank shall be entitled to terminate this agreement and entrust the work to some other Architect.

(iii) If the Architect fail to adhere to the written instructions of the Bank's

Engineer/ Bank's any other authorized officials, the Bank shall be entitled to terminate this agreement and entrust the work to some other Architect at the risk & cost of the original Architect.

d) **Excepted Matters:**

In case of termination under sub-clause (a), (b) or (c) above, the Architect shall not be entitled to any fees or compensation except the fees payable to them for the work actually done by them. In such cases, the decision of the Bank as to what is the work actually done and what is the amount of the fees due to the Architect on the basis of actual work done shall be final and binding on the Architect and shall not be open for arbitration.

e) In case of termination under the sub-clause (a), (b) or (c) above, the Bank may make use of all or any drawings, estimates or other documents prepared by the Architect after payment for the services of the Architect for preparation of the same in full as provided herein.

f) **Termination due to the Bank's Convenience** - A "No Objection Certificate" shall be granted by the Architect to the Bank prior to awarding contract by the Bank that the Bank shall be entitled to terminate the Contract, at any time for the Bank's convenience, by giving notice of such termination to the Architect. In the sole discretion of the Bank, the entire work may be audited by an independent agency and based on the audit reports, if the Bank is convinced that there are enough reasons for termination of the contract for the Bank's convenience, the contract shall be terminated, and appropriate legal/ punitive action shall be taken against the Architect.

g) **Value of the work done at Date of Termination**- As soon as practicable, after a notice of termination has taken effect, the Bank's Engineer shall determine the value of the Works, Goods and Architect's Documents, all works executed at site and any other sums due to the Architect for the services rendered in accordance with the Contract as considered reasonable by the Bank's Engineer and will ensure payment thereof.

3. Transfer of Interest

Neither the Bank nor the Architect shall assign, sublet or transfer their interest in this agreement without the written consent of the other.

4. Mode of Payment:

Sr No	Stage	Deliverable / Milestone for the respective floor	% of Fees payable at Stage	Cumulative Fees paid
1	Stage 1	On preparation and submission of preliminary design and all interior drawing (in hard copies & Auto CAD)	10%	10%
		On submission of revised design and drawing after incorporating suggestions given by the Bank and submission of final drawings and sketches including BOQ for item of works involved.	20%	30%
2	Stage 2	On submission of GFC and details required for commencement of work	10%	40%
		On completion of 20% of the execution work	10%	50%
		On completion of 40% of the execution work	10%	60%
		On completion of 60% of the execution work	10%	70%
		On completion of 80% of the execution work	10%	80%
		On virtual completion of the work and on submission of completion certificate and as-built drawings	20%	100%

5. Settlement of Disputes & Arbitration-

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the scope of work, design, drawings and instructions here-in before mentioned and as to the services covered under the contract or as to any other question, claim, right, matter or thing whatsoever in any way arising or relating to the scope of work, designs, drawings, estimates, instructions, orders, services or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) The decision, opinion, direction, certificate of payment issued by the Engineer-in-Charge in respect of all or any of the excepted matters as provided in the contract shall be final, conclusive and binding on the parties hereto and shall be without appeal. Such decision may be in the form of a final certificate or otherwise.

- ii) All other disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Competent Authority of the Employer (Chief General Manger, Reserve Bank of India, Premises Department, Central Office, Mumbai). The designated authority shall state its decision in writing within 28 days from the date of receipt of reference from the contractor.
- iii) But If the Competent Authority (CA) fails to give his decision within the aforesaid period or if either party be dissatisfied on any matter it may, within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case there is no agreement on the appointment of arbitrator, the employer shall prepare a panel of three persons names and forward to the contractor to select one among them as arbitrator.
- iv) The arbitrator so appointed/selected shall confine himself only to the dispute/difference referred to him while adjudicating and pronouncing his decision.
- v) The arbitrator shall make his award within one year (or such further extended time as may be decided by him as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator shall make an award in terms of such settlement or compromise.
- vi) Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator as the case may be, who may determine the amount thereof or direct the same to be taxed as between the parties and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator shall be final and binding on the parties. It is agreed that the Architect shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator is given, abide by the decision of the Employer. No

award of the arbitrator shall relieve the Architect of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employer and the Architect hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract. The place of Arbitration shall be Mumbai, India.

6. Limitation of Time

No dispute shall be referred to Arbitration after expiry of 28 days from the date of receipt of decision by the Chief General Manger-in-Charge, Reserve Bank of India, Premises Department, Central Office, Mumbai, if notified, or from the date when the Chief General Manger-in-Charge, Reserve Bank of India, Premises Department, Central Office, Mumbai ought to have given his decision in case of failure on the part of the Chief General Manger-in-Charge, Reserve Bank of India, Premises Department, Central Office, Mumbai to give notice of decision.

7. No Suspension of Work

Notwithstanding the reference to arbitration, the obligations of the Bank, the Engineer and the Architect shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration and payments to the Architect shall continue to be made in terms of the Contract.

8. This agreement shall be executed in duplicate and the Bank shall retain the original and Architect shall retain the duplicate.

9. Stamp Duty:

Stamp Duty of appropriate value shall be paid by the Architect for both copies of the agreement.

10. The Architect hereby agrees to commence the work soon after the issue of formal work order and to complete the entire work in strict adherence with the time schedule of activities given in the [Annex-II](#) of the application for design competition subject nevertheless to the provisions for extension of time.
11. All payments by the Bank under this Contract will be made only at Mumbai.
12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.

13. That all the parts of this Contract have been read by the Architect and fully understood by the Architect.

In witness, thereof, the parties hereto have subscribed their respective hands hereto and on a duplicate hereof on the day and year hereinabove first mentioned.

Signed and delivered for and

On behalf of M/s.

Shri

Authorized signatory

Witness:

1.

2.

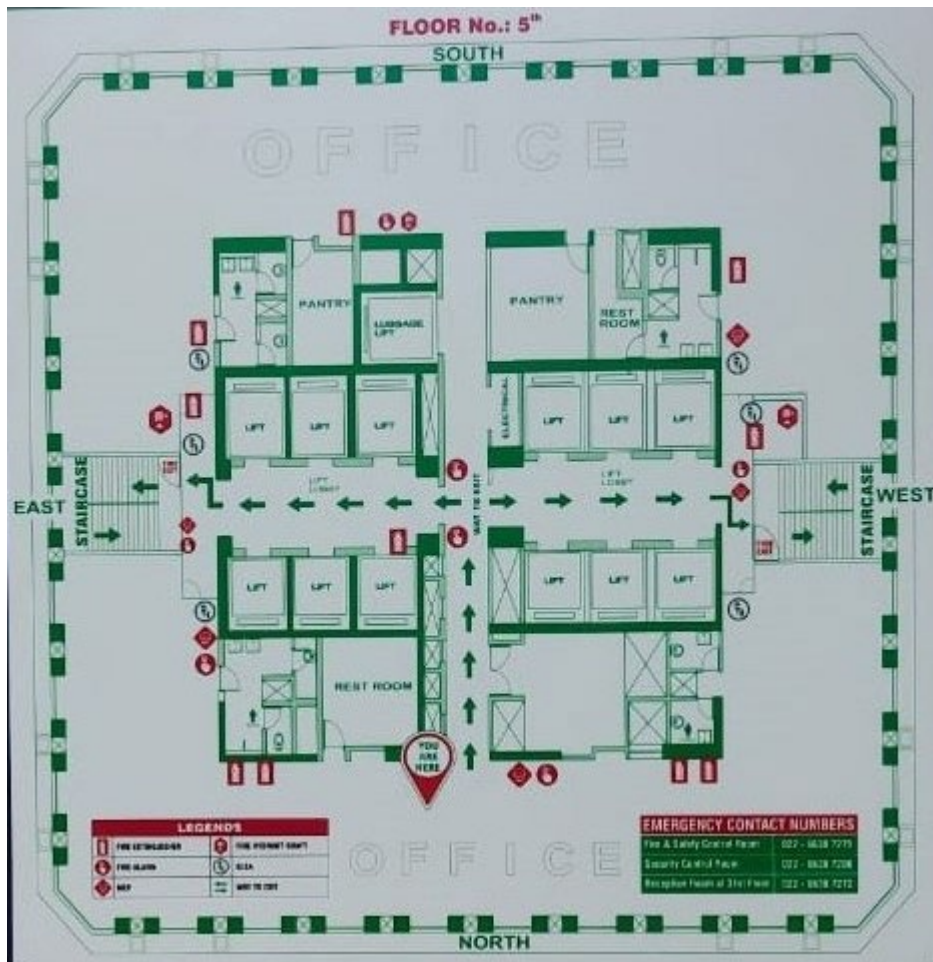
Signed and delivered for and on
Behalf of Reserve Bank of India by
Its duly authorized official in the presence of

Schedule of Activities with Time Frame

Sl. No.	Item Description	Time Frame
	Agreement and other contractual documents	Within the 07 days from date of work order.
	On preparation of preliminary design and drawing (in hard copies & Auto CAD) along with PPT presentation in front of committee members (date and venue of which will be conveyed subsequently)	20 days from the 10 th day of date of work order.
	Submission of revised design changes/ comments, if any, and submission of revised design and drawing after incorporating suggestions given by the committee (for each revision).	10 days from the date of approval of design scheme/ concept drawing by Bank.
	Submission of final GFE/ tender drawings and sketches including BOQ (in hard & soft copy) for the item of works involved. Submission of requisite Sets of Complete GFE Drawings (in hard and auto CAD).	Within 7 days after Bank's approval for activity at Sr. No 3
	Site visits for inspection of Works	Immediately as and when required/ advised by Bank.
	Recommendations for extra variation	Within 7 days of receipt of Variation Rates from the Contractor / firm.
	Submission of completion certificate along with as-built drawings of the renovated floor	07 days from date of virtual completion of the renovation.

Annexure II

Typical floor plan of WTC



Standard Scale of Area Requirement

Sl. No.	Category of staff	Appx. Requirement of area including the movement area around (sq.ft.)
1	F grade officers (CGM)	225
2	E/D grade officers	150
3	C grade officers	80 (100 when Officer is HOD)
4	B grade officers	80
5	A grade officers	60
6	Class III staff	40
7	Record Clerks	40
8	Duftarries	30

Notes:

1. Cabins may be provided for all officers up to and including C grade officer.
2. One call point, one plug point each of 5A and 15A and 2 outlets for telephone shall be provided in each cabin.
3. Space for cupboards and passage in usable office area - 10% of usable area (appx.).
4. Sufficient area for meeting room, conference room, etc. shall be provided as per the requirement.

Tentative Staff strength to be accommodated on 4th floor

Grade	Count
Class III	68
Class IV	48
Grade A	57
Grade B	257
Grade C	85
Grade D	77
Grade E	47
Grade F	16
Grand Total	655

Annexure V

ENGAGEMENT OF ARCHITECT FOR COMPREHENSIVE ARCHITECTURAL SERVICES FOR RENOVATION AND SETTING UP OF DEPARTMENT OF SUPERVISION ON 4TH FLOOR OF WORLD TRADE CENTRE, CUFFE PARADE, MUMBAI 400005

FINANCIAL PROPOSAL / BID

Sr. No.	Description of Item	Qty	Unit	Rate	Amount
1.	Rendering Comprehensive architectural/ interior design consultancy services for renovation and setting up of department on 4 th floor at World Trade Centre (WTC), Cuffe parade, Mumbai- 400005 as per scope mentioned in Techno-Commercial bid				
	CGST				
	SGST				
	Gross total amount				

(Rs. _____)

Signature with Seal

(TO BE SUBMITTED IN SEPARATE COVER INDICATING AS "FINANCIAL BID" ON COVER)

Proforma For Bank Guarantee In Lieu Of Earnest Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Bidder's name hereinafter referred to as 'Bidder') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its bid for Comprehensive Architectural/interior design Consultancy Services for the proposed renovation and setting up department of Supervision on 4th floor at World Trade Centre (WTC), Cuffe parade, Mumbai- 400005 and the specifications and terms and conditions enclosed therein.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Quotation made by the Bidder to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR 10,000/- (INR Ten Thousand only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Bidder is bound to deposit with the Bank by way of earnest money in connection with his Quotation.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Bidder or by the dissolution or any change in the constitution of the Bank, Bidder or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Bidder after submitting his Quotation, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with Comprehensive Architectural/interior design Consultancy Services for the proposed renovation of 4th FLOOR OF WORLD TRADE CENTRE, CUFFE PARADE, MUMBAI 400005. The Banks' decision in this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).

6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Bidder and the Bank or any other person.

8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said Quotation or showing of any indulgence by the Bank to the bidder shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.

10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of above named Bank.

(Banker's Name and Seal)
Branch Manager
(Banker's seal)

ANNEX - VII**Confirmation of Commercial Conditions**

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
	Validity of Quotation from date of opening of Technical bid	90 days	
	EMD	Rs. 10,000/- (exempted for MSME registered firms)	
	Mode of payment	As per GC clause No 04	
	Terms of commercial conditions	Accepting all terms conditions	
	Solvency Certificate	Rs 5.0 lakh	

Financial bid should not contain any terms and conditions but only percentage of consultancy charges. Terms and conditions, if any, incorporated in Financial bid will not be valid and such bid shall be rejected.

Place

Date

Signature of Contractor

Name

Designation

Seal of the firm

DETAILS OF ONGOING PROJECTS (Current Commitments)

Annexure VIII

Sr. No.	Name and location of the project	Employer's name and address	Agreement No. & Date of Start of the Project	Value of the project	Duration of the project		Expected Completion in year	Committed current capacity to undertake similar works of value more than or equal to 100 percent of the estimated cost of the proposed work simultaneously
					6	7		
1.	2.	3	4	5.	From	To	8	9

Note: - The applicants are required to enclose / attach a copy each of the Letter of Award of work in respect of each and every project being listed by them in this form.

Signature of the Applicant / Authorized representative