



ARCHITECT DIVISION, SUPPORT SERVICES DEPARTMENT, CENTRAL OFFICE
239. VIDHAN BHAVAN MARG, NARIMAN POINT, MUMBAI-400021.

EXPRESSION OF INTEREST (EOI) &

NOTICE FOR INVITATION OF DESIGN COMPETITION PROPOSALS FOR SELECTION AND ENGAGEMENT OF ARCHITECT/ARCHITECTURAL FIRMS FOR COMPREHENSIVE ARCHITECTURAL SERVICES TOWARDS REPLACEMENT OF EXTERNAL CLADDING & CIVIL REPAIR WORKS AT DIT CENTER, POWAI, MUMBAI.

Union Bank of India (hereinafter called “the Bank”) invites Expression of Interest (EOI) from reputed, well established and experienced Architect /Architectural Firms for participating in *DESIGN COMPETITION FOR SELECTION AND ENGAGEMENT OF ARCHITECT/ ARCHITECTURAL FIRMS FOR COMPREHENSIVE ARCHITECTURAL SERVICES FOR REPLACEMENT OF EXTERNAL CLADDING & CIVIL REPAIR WORKS AT DIT CENTER, POWAI, MUMBAI.*

The prequalification/eligibility criteria, scope of the services to be rendered, terms and conditions of appointment and prescribed formats for submission of application can be downloaded from Bank’s website www.unionbankofindia.co.in under Tender section & on government portal www.eprocure.gov.in from **21.11.2023**.

The Architectural Firms/Architects are advised to obtain all necessary information to participate in this EOI at their own responsibility and cost. The applicants will be fully responsible for considering the financial effect of any or all the factors while submitting his offer.

Interested Architect/ Architectural Firms/Individuals complying prescribed eligibility criteria should ensure submission of their application-in the prescribed format with supporting documents to the Assistant General Manager, Support Services Department, 7th Floor Central Office, Vidhan Bhavan Marg, Nariman Point, Mumbai-400021 by 3 pm on **05.12.2023**. Applications received after due date and time will not be entertained. The Bank reserves its right to accept any or to reject any or all the applications without assigning reasons therefor and no correspondence shall be entertained in this regard.

Assistant General Manager



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EOI SUBMITTED BY:

NAME : _____

REGISTERED ADDRESS: _____

Contact Person:

Name:

Designation:

Mobile no:

Address:

Legal Status: individual/ partnership/ company/ JV

If subsidiary company, please furnish details of the parent company.

GSTIN NO. : _____

DATE : _____

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Important Information:

Sr No	Particulars	Details
1	Name of Work	REPLACEMENT OF EXTERNAL CLADDING & CIVIL REPAIR WORKS AT DIT CENTER, POWAI, MUMBAI.
2	Nature of Work	Comprehensive Architectural services for Design, Fabrication, Erection/Installation, Testing of External Cladding works & other minor structural & civil repair works.
3	Total Time allowed for completion of the Project	6 Months (to be reckoned from 10 th day of issue of award of work order to contractor).
4	Availability of EOI documents	On Bank's website & On Government portal.
5	Venue for, submission of completed EOI documents and conducting pre-submission meeting	Support Services Department, 7 th Floor Central Office, Vidhan Bhavan Marg, Nariman Point, Mumbai-400021.
6	Date of publishing the EOI on the Bank's website and in newspapers	Dt. 21.11.2023
7	Last date for submission of queries by the prospective applicants regarding EOI.	Dt. 27.11.2023
8	Date of holding pre-submission meeting (Pre-bid Meeting)	Dt. 27.11.2023 at 11.00 a.m Support Services Department, 7 th Floor Central Office, Vidhan Bhavan Marg, Nariman Point, Mumbai-400021
9	Person to be contacted for participation in Pre-EOI meeting (Pre-bid Meeting)	Contact No 022-22892578/2589 maintenancehelpdesk@unionbankofindia.bank
10	Date for issue of addendum/corrigendum, if any, to EOI document as a consequence to the pre-EOI meeting on Bank's website	Dt. 29.11.2023
11	Last date & time for submission of completed EOI document in a sealed cover	Dt. 05.12.2023 by 03:00 PM

12	Mode of submission	To be delivered in person/through courier in a sealed cover (complete set of documents in a spiral bound form) so as to reach the above address on or before 05.12.2023 at 3.00 PM
13	Date and Time of opening of EOI documents	Dt. 05.12.2023 Timing 03:30 PM at office address mentioned above.
14	Shortlisting of top 3 (maximum) eligible Architects/Firms for design competition based on the evaluation of technical parameters (Annex A) and site visit by a designated committee for the respective works.	To be communicated separately to the shortlisted Architects/Architectural Firms.
15	Invitation for Design competition of the proposed scheme (along with price quote) from the eligible shortlisted Architects/ Architectural Firms for presentation before designated 'Evaluation Committee' constituted by U.B.I. (Design competition proposal is considered only for replacement of external cladding of DIT building, Powai, Mumbai) to further appoint Architect/ Architectural firms based on the evaluation matrix (Annex B).	Date and time shall be communicated separately to the shortlisted Architects/Firms.
16	Opening of price quote of finally selected Architect/Architectural Firm (Price quoted to be in the form of professional fee as a percentage of estimated cost of proposed work)	To be communicated separately
17	Validity of EOI	180 days from the date of opening of EOI document

Disclaimer

1. The information contained in this EOI document or information provided subsequently to Firms/Architects whether in documentary form/email on behalf of the Bank, is subject to the terms and conditions set out in this EOI document.
2. This EOI is not an offer by the Bank, but an invitation to receive responses from the eligible Architects/Firms.
3. The purpose of this EOI is to provide eligible Architect/Firms with information to assist preparation of their proposal. This EOI does not claim to contain all the information each Architect/Firm may require. Each Architect/Firm should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this EOI and where necessary obtain independent advices/clarifications. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI.
4. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Architect/Firms under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this EOI process.
5. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Architect/Firms upon the statements contained in this EOI.
6. The issue of this EOI does not imply that the Bank is bound to select an Architect for the proposed work and the Bank reserves the right to reject all or any of the Architect/Firms or EOI s without assigning any reason whatsoever.
7. The Architect/Firm is expected and advised to examine all instructions, forms, terms and conditions in the EOI document. Failure to furnish all information required by the EOI document or to submit the documents not substantially responsive to the EOI document in all respect will be at the Architect/Firm's risk and may result in rejection.
8. No contractual obligation whatsoever shall arise from the EOI process unless and until a formal contract is signed and executed by the Bank with the selected Architect/Firm.

INSTRUCTIONS TO PROSPECTIVE ARCHITECTS

1. Scope of work:

1.1 Architect/Firms to render Comprehensive Architectural Services for the proposed **work of replacement of external cladding & civil repair works at Department of Information Technology Center Building at Powai, Mumbai- 400072**. DIT Centre building was constructed in year 2008 & it is comprised of G+8 storied building with its external face is cladded with ACP panels & Glass façade.

1.2 The approximate built up area of the building is 52200 Sqft (Ground+8 floors). External surface area of cladding is approximately 35000 Sqft. Major portion of external face is covered with Aluminium Composite Panels. Front Elevation & Staircase block of building is covered with Façade glass.

1.3 Address: Department of Information Technology Centre, Opposite Adi Shankaracharya Road, Rambaug, Powai, Mumbai-400072

1.4 The scope of work (illustrative only) involves

- Studying the existing setup, understanding the requirements, designing the external cladding with ACP/GFRC/GLASS FAÇADE adopting the latest technology, with minimum alterations to the existing infrastructure, to the requirements and satisfaction of the Bank.
- Submission of required information/documents (plans, elevation,3D view, ppt etc.) for design competition by shortlisted Architects/Architectural Firms.
- Preparation of Specifications for the external renovation works, Civil Repair works, Tender Documents, detailed design drawings, BOQ along with detailed estimates, preparation of draft tender documents, examination of tender documents submitted by contractors, recommendation for selection of contractor/agency/firms/company for execution of proposed renovation work etc., coordinating with various agencies/parties involved in the execution of the project,
- Daily supervision/ periodic supervision of execution of the proposed work to be taken up in phases/stages. The scope also includes preparing the comprehensive project plan for enabling completion of all the activities under the project with the approval of the Bank.
- Visiting the site.

2. Signing of contract documents:

The selected Architect/Architectural 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 14 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/Architectural 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 EOI shall be borne by the applicant.**
- 5. In case, date of opening of EOI is declared as a holiday, the same will be opened on the next working day at the same time.**
- 6. Firms may send their queries, if any, may contact on following phone numbers & email ID maintenancehelpdesk@unionbankofindia.bank
Contact No 022-22892578/2589.**

GENERAL CONDITIONS OF CONTRACT

1. Definitions: -

- 1.1. "Contract" means the documents forming the EOI, proposal and the acceptance thereof and the formal agreement executed between Bank and Architectural Firm/Architect, together with the documents referred there in including these conditions and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract.
 - 1.2. In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
 - 1.3. 'UNION BANK OF INDIA' shall mean the Bank constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act,1970 having its Central Office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-400021.
 - 1.4. 'The Architect' shall mean the individual or firm or company selected and engaged for undertaking the project as Architectural Firm/Architect and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.
2. The Architect must be equipped with adequate expertise and experience in undertaking Planning, designing & supervision for execution of Exterior/Interior Design works including Civil, Electrical, Plumbing, Air-Conditioning, Acoustics, Audio Visual systems, Fire & Safety Systems and integrating with Building Management System) and all essential and ancillary works/services required for execution for the proposed renovation work.

3. Evaluation process and Criteria

The selection process consists of the following considerations:

- A) Minimum eligibility Criteria as per **clause 3 A.**
- B) Shortlisting of architects eligible for design competition as per technical parameters (**Annex A**)
- C) Selection of Architect based on Design Competition by a designated committee (**Annex B**)

3(A) Minimum Eligibility criteria (Mandatory Criteria):

Sr No	Particulars	Bank's Requirement
1.	Experience	Minimum 7 years' experience of similar nature of works as on 21.11.2023
2	Value of similar nature of works	Having completed similar nature of work: At least one similar work of minimum Rs 2.00 Cr. Or two similar projects of minimum Rs. 1.25 Cr. Or three similar projects of minimum Rs. 1.00 Cr.
3	Average annual turnover of bidder by the way of professional fees	Shall not be less than Rs 5.00 Lakhs for any three years during last five financial years ending 31.03.2023. Copies of the audited Annual Balance sheet & Profit Loss Statement for the last five financial years ending 31.03.2023 shall be submitted in support of claims.
4	Registration / incorporation	The individual architect (Proprietor) /at least one of Partners / Directors of the Architect should have a valid registration and license from "Council of Architecture"
5	Local set-up	The firms/Architects should have their Office in Mumbai/Thane/Navi Mumbai having adequate office setup with in-house capability and infrastructure / expertise to manage such high magnitude specialized works (documentary evidence to be submitted as on 21.11.2023.)

"Similar Work" under this clause means Cladding works on a building along with structural repairs, plumbing, waterproofing, civil repair works for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks or reputed private organizations during last 7 years".

3.A.1 The Architect should have adequate number of qualified Architects, Engineers and other personnel on the payroll / retainership establishment of the company and should also have tie-up arrangements with reputed registered and licensed services consultants viz. Electrical consultants, Air-conditioning consultants, Plumbing consultant etc.

3.A.2 Clear supporting evidence like photographs, self-attested copies of certificates, documents etc. should be submitted with the EOI.

3.A.3 The Firm/Architect should have valid GST Registration Certificate and PAN. Self-attested copies of supporting documents to be attached.

3.A.4 The Firm/Architect should not have been blacklisted by the Govt. of India Organizations / PSU / PSE / Govt. Depts./reputed Private Public Limited Companies etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory professional services during the last 7 (seven) years. **(Self-declaration to be submitted by the Firm/Architect along with their application).**

3.A.5 However, merely fulfilling the prescribed eligibility criteria shall not entitle the Architectural Firm/Architect for shortlisting and invitation for participation in the proposed design competition for the project. The shortlisting as well as final selection of Architect for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous clients/ employers etc.

3.A.6 The Architectural firms/Architects satisfying the prescribed minimum eligibility criteria and verification of works by site visit shall only be considered to participate in the design competition

3.B Submission of bids:

- i. The Proposal shall be submitted as under:

Technical Bid comprising of this tender document with all annexures duly filled in along with copies of the authentic supporting documents super-scribing on top APPLICATION FOR COMPETITION PROPOSALS FOR SELECTION AND ENGAGEMENT OF ARCHITECT/ARCHITECTURAL FIRMS FOR COMPREHENSIVE ARCHITECTURAL SERVICES TOWARDS REPLACEMENT OF EXTERNAL CLADDING & CIVIL REPAIR WORKS AT DIT CENTER, POWAI, MUMBAI.

- ii. The sealed technical document along with the price bid (Technical bid document in envelope-1, Price bid in envelope-2 and both these envelopes put in envelope -3) must be sent by SPEED POST or dropped in the tender box available at:

Assistant General Manager, Support Services Department, 7th Floor Central Office, Vidhan Bhavan Marg, Nariman Point, Mumbai-400021 during Office working hours up to 3:00 pm on 05.12.2023.

- iii. The certified/self-attested copies of the supporting documents shall be furnished along with the technical bid.
- iv. All Annexures shall be duly signed by the Bidder / Architect with stamp on each page.
- v. Bid should be submitted strictly as per the formats prescribed in the Annexure to this Notice and bids submitted in any other format shall be summarily rejected.
- vi. Bid documents should be signed by the authorized signatory of the Bidder and copy of the authorization / authority letter issued in this behalf should be submitted along with the Bid, in the absence of which the Bid shall be liable to be rejected.

3.C Instructions on filing information in the Bid forms.

While filling the information in the Bid forms, please ensure the following:

- a) Information furnished should be crisp, to the point and precise.
- b) Please do not keep any field blank. In case nothing has to be filled in a particular field then please write 'Not Applicable' there.
- c) Supporting documentary evidences are needed for claims made in the Proposal. Please attach copies of all the relevant/supporting documents, neatly arrange them in order of appearance of their reference in the Proposal. Write the annexure number in serial order on top right corner of document in bold letters. Annexed the set of these documents at the end of the Proposal and bind it properly. Please mention correct Annexure Number at relevant pages of the Proposal.
- d) There is possibility that same document has to be mentioned as evidence at more than one place in the Proposal. In that case keep only one copy of that document and mention that particular Annexure Number at every place where that particular document needs to be referred.

- e) The certificate from the client should clearly mention particulars of the project, scope of services offered by the Architect, actual project cost, date of completion of project, existence of green building features and opinion of client on quality of services rendered by the Architect.
- f) The authorised signatory of the Bidder has to sign all pages of the Bid documents and should also affix the seal of the Bidder.

3.D Evaluation of Proposals for Shortlisting:

- a) The Sealed Cover containing Technical Bid alone of all the Bidders / Architects will be first opened by the authorized committee and evaluated on the various eligibility criteria and other marking matrix parameters as per “ANNEXURE B”.
- b) The Bids will be initially evaluated for the eligibility based on the documents submitted in support of eligibility criteria specified hereinbefore and accordingly Bidders / Architects fulfilling the various criteria shall be shortlisted.
- c) **Maximum 03 Bidders/Architects scoring highest marks** (based on evaluation as per Annexure –B, Part–A) on the prescribed parameters and marking matrix may be shortlisted by the Committee constituted by UBI.
- d) The UBI may consider inspecting the projects and calling for confidential reports from their clients prior to shortlisting and inviting for Design competition for the project.
- e) The decision of UBI in shortlisting of Architects invited for Design competition shall be final and binding and no correspondence shall be entertained in this regard.
- f) All shortlisted Bidders / Architects shall be advised to submit their Design presentation comprising of:

Approach paper/conceptual drawings/Plans/Models etc. along with a rough estimate in soft as well as hard copy as per Bank’s requirements and completely in compliance with local bye laws, rules and regulations applicable for the purpose at the centre within the specified time line.
- g) The Bidders / Architects submitting the requisite papers/ documents/drawings/Models etc. shall be invited for making a presentation before competent Committee constituted by UBI.
- h) The Committee constituted by UBI will evaluate the proposal and the presentation of the proposed approach, methodology and technical capabilities of the Bidders /

Architects and shortlist the Bidders as per the laid down criteria. The decision of the Committee shall be final and binding on the Bidders.

- i) The Price/Commercial Bid of only those who had participated in the Design Presentation shall be opened.
- j) The Technical Bid and Commercial/Price Bid will have weightage of 70 and 30 marks respectively.
- k) The Bidder who score maximum marks put together for technical bid and price bid shall be considered for selection, after techno-commercial evaluation based on 70% weightage to Technical Parameters and 30% for Financial Bid. An example has been given regarding evaluation of proposals in Annexure –B and the bidders are requested to note the process of evaluation of bids.
- l) The parameters for evaluation of Bids are advised in **Annexure-B (both Part-A and Part-B)** to this Notice.

3.E Design Competition:

- a) Bidders shortlisted for participating in Design competition will have to present their scheme of proposals/drawings/plans/visuals/3D Views etc. to the Committee on the date to be advised by UBI separately.
- b) Each Bidder will be given about 20 to 30 minutes time for making presentation. After presentation the committee members will interact with the Bidder to understand presentation.
- c) To participate in design competition, the Bidders will have to attend the event on their own expenses. However, the Bank will make lump sum total payment of **Rs.20,000/- (Rupees Twenty thousand Only inclusive of all taxes)** as token of appreciation to those bidders/Architects who are invited and participating in the design competition except the selected Bidder/Architect.
- d) The exact date, time and venue for design presentation shall be intimated to shortlisted Bidders separately.
- e) The design brief can be seen in scope of work for the project.
- f) Based on the Design presentation proposal and other features for the proposed project, their capability and capacity shall be judged and rated by the competent

committee of UBI including some independent external members on various Parameters and marking matrix as per **ANNEXURE – B, Part - B**.

3.F Financial bid

- a) The prospective Bidders are required to submit their Price Bid quoting the total professional fee for the project in the specified format at Annexure K in a separate sealed Envelope.
- b) The Price/Commercial Bid of only those shortlisted bidders shall be opened/entertained who will participate in the Technical Design Presentation against Specific Invitation from UBI.
- c) The price Bid shall be opened only after successful completion of the Technical Design Presentation and its Evaluation by the Competent Committee.

4. Design Presentation scheme:

- a) The design brief as per Bank's requirement shall be provided to the top three **(03)** (maximum) shortlisted Architects/Firms at the time of inviting design competition.
- b) Architectural Firm/Architect shortlisted for participating in Design competition will have to present their scheme of proposals/ drawings/ plans/ elevations/ visuals/ ppt/ 3D Views etc.
- c) Each Architectural Firm/Architect will be given about 20 minutes(approx.) time for making presentation. After presentation the committee members will interact with the Architectural Firms/Architects to understand their presentation and scheme (10 Minutes).
- d) To participate in design competition, the Firm/Architect will have to attend the event at their own expenses. However, the Bank will make payment of **Rs. 20,000/- (Rupees Twenty Thousand Only)** after completion of design competition process as token of appreciation to those Architects who are invited and participate in the design competition except the finally selected Architect.
- e) Based on the design presentation proposal and other features for the proposed work, their capability and capacity shall be judged and rated by the designated committee of the Bank on various parameters and marking matrix as per **ANNEXURE - B** for the purpose.

- f) **The decision of final selection of the architect shall be done based on the evaluation and recommendation of designated committees which will be final and binding on all Architects/ Architectural Firms.**

5. Professional Fee:

While quoting the professional fee for the project, the Architectural Firms/Architects are advised to consider the following:

- (i) The Architectural Firm/Architect are required to quote professional fee (excluding GST) as percentage of estimated cost for the Comprehensive Architectural Services in prescribed format.
- (ii) The stage of payment is indicated in **Annex E**.
- (iii) The selected Architect/ Architectural Firm shall obtain all mandatory building permissions/approvals, if any, within the quoted professional fee only.
- (iv) Deduction on account of TDS and any other statutory deductions shall be made while making payment to the Architect/ Architectural Firm.
- (v) **The final fee shall be paid based on the lesser of the following:**
 - (1) total cost of the work assigned to the contractor
 - (2) the total cost of the works actually executed excluding escalation payable to the contractor.

6. Officials of the Bank may visit office of the Architectural Firm/Architect, sites of project completed by Architectural Firm/Architect and office of those clients to verify information submitted by Architectural Firm/Architect in EOI. In case it is found that Firm/Architect has submitted misleading information in response to the EOI, the application of such Firm/Architect(s) will be rejected. The Bank will have discretion to seek confidential report from previous clients of the Architectural Firm/ Architect.

7. The role and responsibilities of the finally selected Firm/Architect will broadly include:

- i. Providing professional services for exterior designing of the proposed renovation works as per latest technology and standards.
- ii. Preparation of sketch designs with two/three alternative schemes including carrying out necessary revisions till the sketch designs are finally approved by the Bank, making block estimates, 3D view etc.
- iii. Taking instructions from the Bank, preparing sketch scheme plans/designs for

the project, working drawings, tender documents detailed estimate with Item Rate analysis based on latest CPWD DSR/ Schedule of Rates of Municipal Corporation to the extent possible for all major Items for the proposed work including all services in accordance with Indian standards Codes & regulations, etc.

- iv. Preparation of detailed/concept design of all external cladding design work including modification of external services like AC, electrical, firefighting / horticulture etc. All drawings will have to be prepared to the specified scale in three color copies and editable soft copies in Auto CAD format and PDF format.
- v. The Bank shall have the right to modify the design prepared by the Architect mutually agreed terms and conditions. The Architect shall comply with any such instructions by the Bank and suitably modify the design and submit the same to the Bank for approval.
- vi. Most of the features applicable for 'Green building' such as energy conservation, use of natural light etc. will have to be considered during planning, design, and execution stages.
- vii. Preparing timelines for works by preparing the tender incorporating all the activities required for the completion of the project well in time.
- viii. Detailed scrutiny of the tender received for contractor's appointment and submitting recommendation to the Bank.
- ix. Preparation and issuance of 3 sets of detailed drawings to the Bank well in advance so that work is not held up at any point of time for want of the drawings / details.
- x. Daily supervision of work (as and when required) through a team of various experienced Engineers/Architects at site (within the quoted professional fee only) and who will be overall responsible for quality, smooth and timely completion of all works within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the Architect. They will be issued entry passes based on valid photo Id issued by Govt. authorities.
- xi. Preparation of 'As Built' drawings including those for all services and 3 sets of such drawings and in the form of a CD/pen drive (soft copy) will have to be prepared and submitted to the Bank in AutoCADformat and PDF and they will be exclusive property of the Bank
- xii. The Bank's proposed work comes under Technical Audit by the Chief Technical Examiner's (CTE) Organization of Central Vigilance Commission. The Architect/ Firms will assist the Bank in submission of reply to CTE's queries, if any and compliance of their observations.
- xiii. All the activities mentioned in the scope of work shall be carried out in consultation with and approval of the Bank.
- xiv. The list of roles and responsibilities mentioned above are only indicative and the Architect will have to assume full responsibility for timely completion of the

project both qualitatively and quantitatively as per accepted contract conditions in the best possible manner in all respects

8. Letter of Intent:

Within the validity period specified in this EOI, the Bank shall issue a letter of intent (LOI) to the selected Architect/ Architectural Firm by registered post at their address or through their registered email ID as given in the EOI documents to enter into an Agreement in the Bank's prescribed format for taking up the proposed work as Architectural Firm/Architect. The letter of Intent and its acceptance shall constitute a binding contract between the Bank and the Architect. LOI to be accepted within a period of 5 working days.

9. Assignment and subletting

The Architect/ Firm shall not directly entrust and engage or indirectly transfer, assign or underlet the Project or any part or share thereof or interest therein to any other Architects without the written consent of the Bank and no undertaking shall relieve them from the responsibility of active & superintendence of the work during its progress. Wherever, the inhouse expertise is not available with the Architects, they shall engage professionally qualified consultants for Structural / Electrical / Acoustics/ Firefighting / HVAC/AV systems and other similar specialized professional service required for the project within the approved professional fee.

10. Liquidated damages:

In the event of non-fulfilment of any terms and conditions or non-completion of work in the manner and within the time/schedule envisaged, the Architect/Firm shall be liable to make a penalty payment at the rate of **0.25%** of the contract amount (Architect fees) per week of delay, limited to a **maximum of 10%** of the contract amount (Architect fees) to the Bank as determine by the Bank. This amount shall be withheld/adjusted at the time of settlement of bills or claimed at a subsequent date, if the payment was already made.

11. No compensation on restrictions of work

The Bank shall be at liberty to abandon or reduce the scope of professional services of the Architect/ Architectural Firms for the reasons whatsoever including unsatisfactory performance or inordinate delay in rendering professional services in the project. In such an eventuality, the Architect shall have no right to claim any payment/ compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

12. Fraud & Corrupt Practices

- 12.1. The Firm/Architect and their respective employees, agents and advisers shall observe the highest standard of ethics during the EOI process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an application or any such suggestion of Firm/Architect without being liable in any manner whatsoever to the Architects, if it determines that they have, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the EOI process.
- 12.2. Without prejudice to the rights of the Bank hereinabove, if an Architect is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the EOI process or during any course of the project, such Firm/Architect shall not be eligible to participate in any EOI issued by the Bank for the period as decided by the Bank.
- 12.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
- a. **“Corrupt practice”** means
- (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the EOI process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the EOI process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank , shall be deemed to constitute influencing the actions of a person connected with the EOI process); or
 - (ii) Engaging in any manner whatsoever, whether during the EOI process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project.
- b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the EOI process.

c. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the EOI process.

d. **“Undesirable practice”** means

- (i) Establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the EOI process; or
- (ii) Having a Conflict of Interest.

e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Firm/Architect with the objective of restricting or manipulating a full and fair competition in the EOI Process/ Techno commercial evaluation of the design.

13. Termination for Default

13.1. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Architectural Firm/Architect may terminate the Contract in whole or in part:

- a. If the Architect/ Architectural Firm fails to deliver any of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- b. If the Architect/ Firm fails to perform any other obligation(s) under the contract; or
- c. Laxity in adherence to standards laid down by the Bank; or
- d. Discrepancies/deviations in the agreed processes or
- e. Violations of terms and conditions stipulated in this EOI.

13.2. If the contract is terminated under any termination clause, the Architect/ Firm shall handover all design documents/ executable/ Bank’s data or any other relevant information to the Bank in timely manner and in proper format/soft copies as well as hardcopies as per scope and shall also support the orderly transition to another Architect/ Firm or to the Bank as decided by the Bank.

13.3. During the transition (**under clause 17**), the Firm/Architect shall also support the Bank on technical queries/support during execution.

13.4. The Bank’s right to terminate the Contract will be in addition to the penalties and other actions as deemed fit.

14. Force Majeure

- 14.1. Neither Architect/Firm nor the Bank shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- 14.2. As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 14.3. From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 14.4. Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

15. Termination for Insolvency

The Bank may, at any time, terminate the Contract by giving written notice to the Architect/ Firm, if the Architect becomes Bankrupt or insolvent or any application for Bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Architect/ Firm, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

16. Taxes and Duties

- 16.1. The Architect/ Firm shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price EOI by the Architectural Firm/Architect shall

- include all such taxes (excluding GST) in the quoted professional Fee.
- 16.2. Price EOI quoted should be inclusive of all Central / State Government taxes/duties and levies but exclusive of GST.
 - 16.3. Fee payable to the Architectural Firm/Architect as stated in the Agreement shall be firm and not subject to adjustment during execution of the Project, irrespective of reasons whatsoever,
 - 16.4. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this process shall be borne by the Architectural Firm/Architect.

17. Transition Plan

In the event of failure of the Architectural Firm/Architect to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another Architectural Firm/Architect. In such case, the Bank shall give prior notice to the existing Architects.

The existing Architect shall continue to provide services as per the terms of Contract until a New Firm/Architect completely takes over the work. During the transition phase, the existing Firm/Architect shall render all reasonable assistance to the new Firm/Architect within such period prescribed by the Bank, for ensuring smooth switch over and continuity of Professional Services.

18. Compliance with Laws

It shall be the sole responsibility of Architectural Firm/Architect to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Firm/Architect as envisaged under this EOI.

19. Non-disclosure clause.

The Architect/ Firm 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 Architect 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 Architect/ Firm 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 Architect/ Firm 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 Bank. The Architect/ Firm

shall indemnify the bank for any loss suffered by the Bank 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 Architect and the Bank shall be entitled to claim damages and pursue legal remedies. The Architect/Firm 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 Architect's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

20. Prevention of Sexual harassment Clause

The Architect/ Firm shall comply to the provisions of Prevention of Sexual Harassment at workplaces Act.

- a) The Architect/ Firm shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (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 Architect/ Firm and the Architect/ Firm 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 Architect against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The Architect/ Firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Architect, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Architect/ Firm is proved.
- d) The Architect/ Firm shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The Architect/ Firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

21. Settlement of disputes by Arbitration:

All disputes and differences of any kind whatever 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 the completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of

the excepted matters shall be final and without appeal. But if the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Architect 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 no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire. The arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them 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 or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise. Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party 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 or Arbitrators, as the case may be, 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 or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Architect of his obligations to adhere strictly to the Bank'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 venue of the arbitration shall be Mumbai only and the language of arbitration shall be English only.

22. Intellectual Property Rights

- 22.1. All rights pertaining to any intellectual property generated/ created/ invented in the due course of the project, shall vest with the Bank.
- 22.2. In this sub-clause, "Infringement" means an infringement (or allegation of infringement) of any patent, registered design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the consultancy and "claim" means a claim (or proceedings pursuing the claim) alleging an infringement. The consultant shall indemnify at its own cost and expenses and hold the Bank harmless against and from any other claim which arises out of or in relation to the design, layout, drawings, details provided in the project report, etc
- 22.3 All the designs, drawings, documents and software prepared by the Architect for the project shall be the Bank's property and the Bank shall have the exclusive Intellectual Property Rights of such designs, drawings, documents and software. Architect shall not use or allow anyone to use these drawings, designs, documents and software without the prior permission of the Bank shall constitute violation of Intellectual Property Rights.

23. Jurisdiction

All disputes arising shall be deemed to have arisen at Mumbai, shall be subject to the jurisdiction of the appropriate court at Mumbai and shall be governed by the laws of India.

24. Delay and extension of time: If in the opinion of the Bank the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or c) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (d) in consequence of the Architect not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (e) from other causes which the Bank may certify as beyond the control of Architect or (f) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Architect shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

Signed as token of acceptance

Signature of Firm/Architect with seal

PARAMETERS FOR DESIGN TECHNICAL COMPETITION

SELECTION OF ARCHITECT FOR COMPREHENSIVE ARCHITECTURAL CONSULTANCY SERVICES TOWARDS REPLACEMENT OF EXTERNAL CLADDING & CIVIL REPAIR WORKS AT DIT CENTER, POWAI, MUMBAI.

(A) BRIEF TECHNICAL PARAMETER FOR SHORLISTING OF ELIGIBLE ARCHITECTS/FIRMS BEFORE DESIGN COMPETITION

(TOTAL MARKS- 100)

Sr No	Description	Maximum Marks
1	Number of technical staff (Architects and Engineers) in main office (on pay roll/retainership) as on 21.11.2023 Architects: 04 Nos Civil Engineers: 04 Nos Electrical/Mechanical Engineers: 02 Nos	20 Marks
2	Experience of the firm (consultancy work), Up to 3 years = 0 marks 3 yrs to 7 yrs = 5 marks 7 yrs to 10 yrs = 10 marks 10 yrs & above = 15 marks	15 Marks
3	Should have received professional fees above Rs. 5.00 lakhs for any three years during last five financial years ending 31.03.2023. Copies of the audited Annual Balance sheet & Profit Loss Statement for the last five financial years ending 31.03.2023 shall be submitted in support of claims.	15 Marks

4	<p>Having completed similar nature of work under Mumbai/ Navi Mumbai area</p> <p>At least one similar work of minimum Rs 2.00 Crores</p> <p>Or</p> <p>two similar projects of minimum Rs. 1.25 Crores</p> <p>Or</p> <p>three similar projects of minimum Rs. 1.00 Crores</p> <p>(Note: 20 marks are reserved for site visits by committee)</p>	<p>50 Marks</p> <p>(Note: Out of 50 Marks, 20 marks are reserved for site visits by committee)</p>
	Total	100 Marks

The value of executed works shall be brought to current costing level enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications of tenders.

“Similar Work” under this clause means Cladding works on a building along with structural repairs, plumbing, waterproofing, civil repair works for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks or reputed private organizations during last 7 years”.

B) BRIEF TECHNICAL PARAMETER FOR EVALUATION OF DESIGN PRESENTATION MADE BY SHORTLISTED ELIGIBLE ARCHITECTS/FIRMS (TOTAL MARKS 50 NOS)

Sr No	Description	Maximum Points
1	General design concept for the proposed work covering Architectural features, 3D view, indicating finishing, other amenities, etc.,	12.5
2	Effective space utilization (layout plan) & economical design along with estimated cost /per sqm cost of the proposed scheme.	12.5
3	Incorporation of Ethos of organization in the design of the proposed scheme	5
4	Incorporation of Energy Saving and sustainability considerations in planning and design considering the use of eco-friendly materials, locally available materials for the proposed scheme	5
5	Design Innovation, State of the Art technology, Architectural features used in the proposed scheme for auditorium.	5
6	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members	10
	Total	50

Signature, Name and Seal of Firm/Architect
with Date and Place

NOTE: 1. Criteria mentioned above is minimum requirement. The Bank at its discretion may upgrade the criteria. No complaint on this account will be entertained. Top three (03) firms scoring 80 marks & above will only be considered for design competition. Firms themselves have to fill in self-rating marks column in the above table.

2. Top 3 (maximum) Architectural Firms/Architects who score maximum marks put together for technical bid, design presentation and price bid shall be considered for selection, after techno-commercial evaluation based on 70% weightage to Technical Parameters and 30% for financial Bid.

Example for evaluation of proposals/bids:

The example to calculate most successful applicant based on marks given on each of the above parameters is as follows:

Each of the stipulated parameters carries maximum marks with Total Marks of Technical bid evaluation equal to 150.

For deciding the most successful bidder 70% weightage shall be given to technical parameters and 30 % shall be given to price bid.

EXAMPLE IS GIVEN BELOW:

Suppose three applicants are short listed as A, B, & C based on technical bid scrutiny & site visit & design competition and they secured marks out of 150 as under:

A – 133 marks;

B – 127 marks;

C – 115 marks

As 'A' secured highest marks in technical evaluation, to work out percentile score, following will be the calculation:

$$A : (133 / 133) \times 100 = 100$$

$$B : (127 / 133) \times 100 = 95.50$$

$$C : (115 / 133) \times 100 = 86.50$$

Now that technical bids are evaluated, financial bids can be opened.

Financial quotes for three bidders are as follows:

(Total of 1.a +1.b +1.c + 1.d of Price Bid)

A : Rs. 3,00,000.00

B : Rs. 2,50,000.00

C : Rs. 2,10,000.00

As 'C' has quoted lowest price, to work out percentile score, following will be the calculation:

$$C : (2,10,000.00 / 2,10,000.00) \times 100 = 100$$

$$B : (2,10,000.00 / 2,50,000.00) \times 100 = 84$$

$$A : (2,10,000.00 / 3,00,000.00) \times 100 = 70$$

Since proportion of technical to financial score is specified to be 70:30, then final scores will work out as follows:

$$A : (100 \times 0.70) + (70 \times 0.30) = 91.00$$

$$B : (95.50 \times 0.70) + (84 \times 0.30) = 92.05$$

$$C : (86.50 \times 0.70) + (100 \times 0.30) = 90.55$$

From the above, the most successful applicant would be the one with highest percentile score i.e. 'B'.

We have read and understood the abovementioned prequalification criteria and evaluation of proposals/bids and shall abide by the same.

Signature of the Applicant with Seal

Name:

Place:

Date:

LETTER OF SUBMISSION

FROM:

To:
**Assistant General Manager,
Support Services Department,
7th Floor Central Office,
Vidhan Bhavan Marg,
Nariman Point, Mumbai-400021.**

SUBJECT: EOI FOR INVITATION OF DESIGN COMPETITION PROPOSALS FOR SELECTION AND ENGAGEMENT OF ARCHITECT/ARCHITECTURAL FIRMS FOR COMPREHENSIVE ARCHITECTURAL SERVICES TOWARDS REPLACEMENT OF EXTERNAL CLADDING & CIVIL REPAIR WORKS AT DIT CENTER, POWAI, MUMBAI.

Dear Sir,

Having examined the details given in the Notice inviting EOI and the EOI Document for the above project, I/we hereby submit the following relevant information for consideration as my / our EOI.

- 1 I/We hereby certify that all the statements made, and information supplied in the enclosed forms 'A' to 'D', 'and the accompanying statements are true and correct. I/We have verified the completeness of my/our application with the enclosed Checklist of Documents to be submitted with the EOI.
- 2 I/We have furnished all information and details necessary for EOI and have no further pertinent information to provide.
- 3 I/We also authorize UBI or their authorized representatives to approach individuals,

employers and firms to verify our competence and general reputation.

4 I/We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following projects in the prescribed format:

- a. Chartered Accountant's Certificate in Form – 'E' : No. / Nos. on my / our Financial Status for the last 5 years
- b. Client's Certificates in Form – 'F' on the original: No. / Nos. Letterheads of my/our respective Clients on my/our Performance in respect of all the eligible works we have completed during the last 7 years for them.

5 I/We shall be jointly and severally liable to the Bank for all the Contractor's obligations and liabilities as specified in the EOI document.

Enclosures:

Signature of the Applicant/Authorized Representative
Seal of applicant:

Date of submission:

GENERAL INFORMATION

1.	Name of the Applicant firm:	
2.	Details of Registration - Registering Authority, Date, and Registration No. etc. Please mention the business / activity of the firm. (Attach an attested photocopy of Certificate of Registration)	
3.	Legal Status of the Applicant Firm / Type of the organization: (Whether Sole Proprietorship/ Individual company/ Private Limited/ Public Limited / Co-operative Body / Partnership firm/Joint Venture firm / etc.)	
4.	Address and other details of the Applicant:	
	(a) Registered Address:	
	(b) Telephone:	
	(c) FAX/Tele-fax:	
	(d) E-mail id :	
	(e) Website :	
5.	Name of the Proprietor/ Names and titles of Partners/ Directors of the Organization/ Firm:	(1) (2) (3) (4) (5) (6)
6.	In case the company is subsidiary, the involvement, if any, of the Parent Company in the Project: Please mention the detail of the company	
7.	Number of years of Consultancy experience:	

8.	Number of similar projects carried out and successfully completed during the last 7 years (Details to be given in Form-‘B’ separately):	
9.	Names of Bankers and their full address	
10.	State whether in-house expertise is available for all services/sub-systems. If not details of sub-contractors to be involved in the project:	
11.	Technical personnel available in the organization. Technical personnel that can be posted for the proposed work in the Bank. (Details to be given in Form-‘D’ separately)	
12.	Name, Address and other details of the Chartered Accountants of the Firm:	
13.	Was the applicant ever required to suspend the project for a period of more than six months continuously after commencement?	
14.	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment.	
15.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black-listed for competing in any organization at any time? If so, give details	

16.	Whether any Civil Suit/ Litigation arisen in the contracts executed during the last 7 years/ being executed. If yes, please furnish the name of the project, employer, and nature of work, contract value, work order and date and brief details of litigation.	
17.	Name, Address and other details of the legal advisors/solicitors, if any, of the applicant firm:	
18.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted?	
19	Communication details for resolving queries, if any, with regard to EOI	
	(a) Name of the contact Person	
	(b) Designation	
	(c) Full Postal Address	
	(d) Telephone / Mobile:	
	(e) FAX/Tele-fax:	
	(f) email id	
20.	Address of office through which the proposed work of the Bank will be handled and the name and designation of the Officer-in-Charge.	

Signature of the Applicant/ Authorized
representative

3										
4										
5										
6										
7										

Note: - The applicants are required to enclose / attach copies each of the Letter of Award of work, corresponding Completion Certificate and TDS Certificate in respect of each and every project being listed by them in this form.

Signature of the Applicant/ Authorized representative

DETAILS OF ONGOING PROJECTS (Current Commitments)

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.	6	7	8	9
					From	To		

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

KEY PERSONNEL REQUIRED FOR THE PROJECT

Sr. No.	Designation	Minimum number	Number of proposed personnel	Technical qualification	Total Years of Relevant Experience	Employed in the firm since (mm/yy)	Proposed designation	Details in Annexure
1.	2.	3.	4.	5.	6.	7.	8.	9.
1.	Project Architect/ Jr. Architect /	04 Nos						
2.	Engineers Civil Electrical Mechanical	04 Nos 01 each 01 each						
3.	Others (Please specify)	1						

Note:

- (a) A summary of the qualification, CV and work experience of each key staff, to be attached.
- (b) In the case of Sr. No. 1, a Graduate Engineer with minimum 5 years' relevant experience
- (c) Minimum qualification for the above key personnel is Graduation degree in relevant field with 5 years relevant experience against Sr No 2. The above key personnel should be deployed for periodical visit during execution of work.

Signature of the Applicant or Authorized representative

FINANCIAL STATUS

FORM – 'E'
PAGE 1 OF 1

Sr. No.	Year	2018-19	2019-20	2020-21	2021-22	2022-23
1	Total assets					
2	Current assets					
3	Total liabilities					
4	Current liabilities					
5	Profit before taxes					
6	Profit after taxes					
7	Net worth (1-3)					
8	Annual Turn Over					

Certified to be true by a Chartered Accountant

Signature & Seal of the Chartered Accountant with Address

Counter Signed by
the Applicant
/Authorized
representative

Note:-

Please attach audited balance sheets in support of the above-noted data. Please clearly mark / highlight the relevant portion of the balance sheet. Also attach copies of Income Tax Returns filed

**(Letterhead of the
Client)**

FORM – ‘F’

PAGE 1 OF 1

{To be Issued by the General Manager / Project Manager/ Equivalent Authority of the Client (on their Letter Head) for whom the applicant had carried out Eligible Works (as defined in clause 1.3.1-b) of similar nature}

To,
**Assistant General Manager,
Support Services Department,
7th Floor Central Office,
Vidhan Bhavan Marg,
Nariman Point, Mumbai-400021.**

Subject: CERTIFICATE REGARDING PERFORMANCE OF CONSULTANT

1	Name of the Consultant:	
2	Name and address of the authority under whom works executed:	
3	Name of Project with brief particulars of work and location of worksite:	
4	Agreement No. and date:	
5	Agreement amount:	
6	Date of commencement of work:	
7	Stipulated date of completion:	
8	Actual date of completion:	
9	Details of Reward compensation granted in case of early completion / Liquidated Damages, etc. levied for delay completion of the project, if any, (please indicate amount):	
10	Gross amount of the work completed and paid (please attach a copy of the TDS Certificate):	
11	Performance report: (Please Rate the Service of the Consultant)	
	Whether the consultant employed qualified Engineer/Overseer /Supervisors during execution of work?	Yes / No.
	i) Quality of work (indicate grading)	Outstanding / Very Good / Good / Satisfactory /Poor
12	i) Did the consultant go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the consultant.	
	a) Technical proficiency	Outstanding / Very Good / Good / Satisfactory /Poor
	e) General behavior	Outstanding / Very Good / Good / Satisfactory /Poor
	Note : All columns should be filled in properly	“Countersigned” Signature of the Reporting Officer* with Office seal

LETTER OF UNDERTAKING

**Assistant General Manager,
Support Services Department,
7th Floor Central Office,
Vidhan Bhavan Marg,
Nariman Point, Mumbai-400021.**

NOTICE FOR INVITATION OF DESIGN COMPETITION PROPOSALS FOR SELECTION AND ENGAGEMENT OF ARCHITECT/ARCHITECTURAL FIRMS FOR COMPREHENSIVE ARCHITECTURAL SERVICES TOWARDS REPLACEMENT OF EXTERNAL CLADDING & CIVIL REPAIR WORKS AT DIT CENTER, POWAI, MUMBAI.

Dear Sir/Madam,

We acknowledge the receipt of your EOI for the captioned work.

We have examined and clearly understood the scope of professional services to be rendered by us in respect of **COMPREHENSIVE ARCHITECTURAL SERVICES TOWARDS REPLACEMENT OF EXTERNAL CLADDING & CIVIL REPAIR WORKS AT DIT CENTER, POWAI, MUMBAI**. We have also considered all the information furnished by the Bank in this regard while submitting our proposal for your consideration.

Accordingly, we offer to provide our comprehensive professional services as Architectural Firm/Architect for the captioned work strictly in accordance with the Scope of work and detailed terms and conditions spelt out in this EOI.

While submitting this EOI, we certify that: -

1. We have adequate experience in providing professional services for Planning, Designing and Supervision of all activities and services pertaining to External cladding works & civil repair works by the way of engaging contractor through tendering process for interior designing and execution of the proposed renovation work.
2. We are equipped with adequate technical expertise and Manpower to plan, design and supervise various activities pertaining to Civil, Plumbing, Electrical, Mechanical, HVAC, Acoustic Firefighting, Access Control System, Security, BMS and all other services pertaining to the project.
3. We shall be fully responsible to support the contractor to carryout necessary liasioning, if any, at all levels with the respective Govt Departments/ local authorities to procure various mandatory municipal and other local authorities' permissions applicable for the project, if required.
4. We further undertake that it will be our sole responsibility to support and

assist to the contractor for smooth execution of work.

5. We understand that except approved professional fee, the Bank shall not be responsible for making any extra payment to us towards any of the professional and Liaison services pertaining to this project.
6. We also undertake that in case, we are unable (i) to deliver timely professional services in the project to deliver satisfactory pro-rata progress in the project, the Bank shall be at liberty to terminate our agreement and forfeit the PBG at any stage of the project by giving 30 days' notice and no compensation shall be claimed by us for the services rendered including compensation for the balance work.
7. Wherever, necessary, we undertake that we shall be engaging expert Architects/consultants to cater the requirement of specialized services for the project at our own cost within the professional fee approved by the Bank.
8. The undersigned is authorized to sign on behalf of the consultant and the necessary support document delegating this authority is enclosed to this letter.
9. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this EOI.
10. We confirm that the Price EOI pertaining to our Professional Fee for the project submitted by us have been arrived at without agreement with any other Firm/Architect of this EOI for the purpose of restricting competition.
11. The rate for Professional Fee quoted in the price EOI s are as per the EOI document and subsequent clarifications/ modifications / revisions furnished by the Bank, without any exception. Moreover, our Fee approved shall remain firm and fixed till completion of entire project and we shall not raise any claim for any escalation/enhancement in the approved fee structure for the reasons whatsoever.
12. The Professional Fee quoted by us have not been disclosed and will not be disclosed to any other Firms/Architects responding to this EOI.
13. We have not induced or attempted to induce any other Firms/Architects to submit or not to submit a EOI for restricting competition.
14. If our offer is accepted, we undertake to take up the proposed work immediately and will render our professional services as per the timeline specified in this document.
15. We agree that the Bank may split the scope of services in this proposed work to different agencies within its sole discretion. Under such an eventuality, we undertake to manage the work in full coordination with any of the agencies appointed/engaged by the Bank for the successful completion of the project.
16. We undertake that in competing for and (if the award is made to us) in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
17. We undertake that we will not offer, directly or through intermediaries, any

bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the EOI process, or to any person, organization or third party related to the contract in exchange for any advantage in the EOI, evaluation, contracting and implementation of the contract.

18. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the EOI process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of Firm/Architect from further EOI process.
19. We certify that we have not made any changes in the contents of the EOI document read with its amendments/clarifications provided by the Bank submitted by us in our EOI document.
20. It is further certified that the contents of our EOI are factually correct. We also undertake that in the event of any information / data / particulars proving to be incorrect at any stage, the Bank will have the right to terminate our services at any stage of the project without notice.
21. We also understand that Bank reserves their right to Shortlist any number of Architectural firms for participating in the Techno-commercial competition and to accept any or to reject all the EOI s without assigning reason therefor.
22. If our EOI is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and responsible for the due performance of the contract. However, until such formal contract is prepared and executed, this EOI, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Moreover, we shall not withhold our professional services in the project for execution such formal agreement.
23. The name(s) of successful Firm/Architect to whom the contract is finally awarded after the completion of EOI process shall be displayed on the website of the Bank and/or communicated to the successful Firm/Architect(s).

We hereby undertake and agree to EOI by all the terms and conditions stipulated by the Bank in the EOI document.

Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm Authorized to signor

(Name of person having Power of Attorney to sign the Contract. (Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of Firm/Architect

Signature and addresses of

Witnesses i)

ii)

Annex- E**Stages of Payment:** The fee shall become payable to the Architect by the Bank in stages as below

a)	On award of work and signing of contract.	5% (Five Percent) of total fee payable
b)	On furnishing the alternate schematic designs with plans sufficient to explain the detailed schemes.	10% (Fifteen Percent) of the total fee payable less the amount of any pavements already made.
c)	On furnishing & obtaining approval of competent authority of preliminary plans, elevations, sections, perspectives and outline specifications and detailed estimate, rate analysis for approval of the Bank	25% (Twenty-Five Percent) of the total fee payable less the amount of any payments already made.
d)	On modifying designs, furnishing & obtaining approval of competent authorities of detailed tender, drawings, other details pertaining to structural, electrical, sanitary and other engineering aspects, etc. and obtaining approval from statutory authorities.	30% (Thirty Percent) of the total fee payable less the amount of any payments already made.
e)	Floating the tenders for the work and detailed check & scrutiny and comparison of tenders received and advising thereupon.	40% (Forty Percent) of the total fee payable less the amount of any payments already made.
f)	On scrutiny and finalization of the tenders and award of works after negotiations and obtaining approval thereupon and on furnishing of working drawings and other details, etc.	50% (Fifty Percent) of the total fee payable less the amount of any payments already made.
g)	During the progress of work.	90% (Ninety Five Percent) of the total fee payable less the amount of any payments already made (In four equal installments).
h)	Within six months after completion or in case of any dispute raised by any contractor with regard to the execution of the work for which arbitration is sought until such time the arbitration proceedings are concluded.	100% (Hundred percent) or the total fee payable less the amount of any payments already made.



भारत सरकार का उपक्रम A Government of India Undertaking
ARCHITECT DIVISION, SUPPORT SERVICES DEPARTMENT, CENTRAL OFFICE
239 VIDHAN BHAVAN MARG, NARIMAN POINT, MUMBAI - 400 021
Tel: 022-22892573 / 2578

PRICE BID

TENDER REF. NO: CO:SSD:ARCH: 05 :2023-24 Date: 20.11.2023

(To be submitted in separate sealed envelope)

NOTICE FOR INVITATION OF DESIGN COMPETITION PROPOSALS FOR SELECTION AND ENGAGEMENT OF ARCHITECT/ARCHITECTURAL FIRMS FOR COMPREHENSIVE ARCHITECTURAL SERVICES TOWARDS REPLACEMENT OF EXTERNAL CLADDING & CIVIL REPAIR WORKS AT DIT CENTER, POWAI, MUMBAI.

FORMAT FOR PROFESSIONAL FEES
(On Letter Head of the applicant)

To
Asst. General Manager
Architect Division, SSD
7th Floor, Union Bank Bhavan,
239, Vidhan Bhavan Marg, Nariman Point.
Mumbai-400021.
Tel: 022-22892589/2578

Date:

SUBJECT: NOTICE FOR INVITATION OF DESIGN COMPETITION PROPOSALS FOR SELECTION AND ENGAGEMENT OF ARCHITECT/ARCHITECTURAL FIRMS FOR COMPREHENSIVE ARCHITECTURAL SERVICES TOWARDS REPLACEMENT OF EXTERNAL CLADDING & CIVIL REPAIR WORKS AT DIT CENTER, POWAI, MUMBAI.

- We have studied the Bank's requirement for providing **ARCHITECT/ARCHITECTURAL FIRMS FOR COMPREHENSIVE ARCHITECTURAL SERVICES TOWARDS REPLACEMENT OF EXTERNAL CLADDING & CIVIL REPAIR WORKS AT DIT CENTER, POWAI, MUMBAI**. The Bank has clearly spelt out scope of work and its requirement. We have also studied the duty list as per the Annexure enclosed herewith. We are agreeable to undertake the work as per the information furnished by the Bank and we submit herewith price-bid in respect of professional fee which is as under:
- We hereby submit most reasonable quote for professional fees (in terms of %) as under:
(Approximate estimated cost of work is – Rs. 2.50 Crores)

Sr. No.	Parameter	Professional fees
1.	Preparing standard layout / plans: The layout will be revised till it meets requirement of the Bank. The charges quoted will be inclusive of furnishing detailed plans, elevations, 3 D views etc. Preparation of estimates, Bill of quantity, rate analysis, preparation of required nos. of final tender documents to be issued to the contractors which will include detailed specifications of item including civil / interior / electrification / air conditioning / fire safety, etc. scrutinizing prequalification applications of contractors, recommendations, scrutiny of tenders, supervision, certification of bills, approvals from the statutory approvals and all other related functions not mentioned here but necessary for smooth completion of work etc.	
a.	Professional fee in terms of % of actual value of work completed	_____ % of actual value of work

b.	Obtaining approvals from all statutory authorities whose approval is mandatory for commencement of external cladding, repair & renovation works and obtaining work completion certificate. Architect has to make all the correspondence related to concerned work with municipal corporations if needed. Please list down the details of approvals necessary for construction. _____ _____ _____	Rs _____
c.	Project Management Charges towards providing full time engineer (5-year experience diploma holder or 3-year experienced graduate civil engineer) for day to day site supervision during actual construction work + one month for preparation of final bill (Execution Period: 6 Month)	Rs _____ p.m.
d.	Visit Charges to the site during execution of work wherein the visit is required once in a week. These charges should include, traveling, lodging and boarding. Approx. 30 visits are required during execution period of 6 months.	Rs _____ per visit
	Total	
	Service Tax	
	Gross Total	

Note:

1. Under project management, qualified Engineer/ Architect will be deployed on site on full time basis for day-to-day supervision, ensuring execution of work as per contract terms and conditions, certification of bills/ claims submitted by the contractor, co-ordination with Bank officials.
2. GST as applicable will be paid over and above the charges as quoted above.
3. Architect /representative shall attend meeting on site or Banks office as required by Bank.

Further, we also hereby agree to all terms and conditions spelled out by the Bank while calling Prequalification Bid.

Signature :

Name :

Designation :

Seal :