



Expression of Interest (EOI)

For

Engagement of Principle Project Architect (PPA) to render Architectural Consultancy Services for Proposed Construction of Residential Flats & Offices (after demolition of Existing Building) at Central Complex, Plot No. 459, Khopat, Behind S.T. Workshop, Thane (West) 400082.

Reference No.: CO/BSA/ARCH/2022-23/591 Dt. 07.01.2023

Issued By: Central Bank of India, Architect Section, Business Support Department, 16th Floor, Chander Mukhi Building, Nariman Point, Mumbai – 400021

E-mail: agmgad@centralbank.co.in / gadarch@centralbank.co.in

Phone No.: 022-66387503/ 66387865

Website: www.centralbankofindia.co.in

Signature of Bidder With Seal



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Name of the Tenderer: - _____

Last Date of Submission: 15:00 hours on 31-01-2023.

Date of Joint Site Visit in presence of Bank's Representative and Prospective Bidders: 11:30 hours on 19-01-2023 (At the site located at Central Complex, Plot No. 459, Khopat, Behind S.T. Workshop, Thane West)

Date of Pre-Bid Meeting: 11:30 hours on 20-01-2023 (In our Office at Chander Mukhi Building, Nariman Point, Mumbai)

Date of Opening of Pre-Qualification/Technical bid: 15:30 hours on 31-01-2023.

Tender fee : Rs. 2,000.00

Earnest Money Deposit: Rs. 4 lacs Drawn in favor of Central Bank of India, Payable at Mumbai. (Firms with MSME Registration are exempted. Relevant documents to be submitted with Technical Bid)

Independent External Monitor

| | |
|---|---|
| Mr Trivikram Nath Tiwari MAIL ID: - trivikramnt@yahoo.co.in | Mr.Jagadip Narayan Singh MAIL ID: - jagadipsingh@yahoo.com |
|---|---|

CENTRAL BANK OF INDIA,
Business Support Department,
Central Office, Chander Mukhi, Nariman Point,
Mumbai-400021

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Contents

| | |
|--|-----------|
| 1. Notice Inviting EOI..... | 4 |
| 2. Eligibility Criteria | 5 |
| 3. Submission of Bids | 6 |
| 4. Scope of Work | 7 |
| 5. Duties of Project Architect | 9 |
| 6. Instruction to the Bidders | 10 |
| 7. Process of pre-qualification and selection of architect/architectural firms..... | 11 |
| 8. General Conditions..... | 13 |
| 9. Settlement of Disputes and Arbitration..... | 18 |
| 10. Delays, Responsibility & Recoveries from Fees..... | 20 |
| 11. Force Majeure | 21 |
| 12. Conflict of Interest..... | 22 |
| 13. Intellectual Property Rights..... | 23 |
| 14. Corrupt and Fraudulent Practices | 24 |
| 15. The Schedule Of Payment Of Fee | 25 |
| Application Form..... | 26 |
| Annexure - A..... | 27 |
| Annexure - B..... | 29 |
| Annexure - C..... | 30 |
| Annexure - D | 31 |
| Annexure - E | 32 |
| Annexure - F | 34 |
| Annexure - G | 35 |
| Annexure - H | 36 |
| Annexure - I..... | 40 |
| Part II Financial Bid..... | 47 |

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1. Notice Inviting EOI

Central Bank of India intends to Construct Residential Flats and Offices at Central Complex, Plot No. 459, Khopat, Behind S.T. Workshop, Thane (West) 400082 after demolition of The Existing Buildings which are old and in a dilapidated condition.

Central Bank of India, Business Support Department (Architect Section), Central Office, Mumbai invites Expression of Interest (EOI) from reputed and experienced Architectural Firms/Individuals for participating in the Design Competition for selection and engagement of **Principal Project Architect (PPA)** to render Architectural Consultancy Services under “Two Bid System” on prescribed forms for the under noted works.

The Architectural Consultancy Services shall include consultancy services for buildings such as architectural, structural, engineering and all internal and external services such as electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, firefighting / horticulture, EPABX / Networking, parking, rainwater harvesting, sewage treatment plant, recycling of waste water etc.

| | |
|--|--|
| Name of work | Architectural Consultancy Services for Proposed Construction of Residential Flats & Offices (after demolition of Existing Building) at Central Complex, Plot No. 459, Khopat, Behind S.T. Workshop, Thane (West) 400082. |
| Last date and time of submission of bids | Upto 15.00 hrs on 31-01-2023 in the office of the Asst. General Manager – BSD , 16th Floor, Central Office, Chander Mukhi, Nariman Point, Mumbai – 400021 (Pre-Qualification/Technical Bid would be opened on 31-01-2023 at 15:30 Hrs) |
| Availability of Bid document | Bid document can be downloaded from www.centralbankofindia.co.in |

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

For any clarification Manager – Architect/ Assistant General Manager – BSD may be contacted, on the given contact details:

Phone No. 022-66387865/ 66387503

e-mail: gadarch@centralbank.co.in/ agmgad@centralbank.co.in

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2. Eligibility Criteria

The eligibility criteria for pre-qualification shall be as under :-

1. The Architect/ Firm should have minimum 10 years' experience as an architect as on 31.12.2022.
2. The Architect/ Firm should have rendered satisfactory professional services in planning, designing & supervision of similar high rise building construction projects, from inception to completion stage in last 7 years ending as on 31.12.2022 for:
 - 2.1 At least one similar project of minimum **Rs. 40.00 Crore**, or
 - 2.2 Two similar projects of minimum **Rs. 25.00 Crore** each, or
 - 2.3 Three similar projects of minimum **Rs. 20.00 Crore** each
3. Similar high rise building under the above clause means Planning, Designing and Supervision of Construction of High rise (Minimum 9 storied/ 30 meters high including Ground Floor) Residential buildings including Architectural, Civil, Plumbing, Sanitary, Fire Fighting and Electrical Installation work for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks or Other Organisations of repute during last 7 years.
4. The Architect/ Firm should have a functional office at Mumbai/ Mumbai Suburban Area/ Thane/ Navi Mumbai.
5. The average annual turnover of the Architect/ Firm by way of professional Fee of last five financial years ending on 31.03.2022 shall not be less than **Rs. 25.00 Lakh**. Copies of the audited Annual Balance sheet for the last three financial years ending on 31.03.2022 shall be submitted in support of claims.
6. At least one of Proprietor / Partners / Directors of the Firm should have a valid registration and license as an Architect from "Council of Architecture".
7. The architects/ architectural firms / consultants should have valid PAN & GST nos.
8. Report regarding satisfactory performance from minimum 2 clients shall be submitted.
9. The Architect/ Firm should have adequate organizational structure comprising of qualified architects, engineers, specialist, other technical officers and staff along with associated if any, to execute work of such nature and magnitude.

Interested applicants should submit their application as per enclosed Proforma & Annexure giving requisite details. All documents should be duly signed and stamped by an authorized signatory of the firm / company and all facts/figures should be supported by appropriate documentary evidence / certificates.

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3. Submission of bids:

The Proposal shall be submitted as under:

Technical Bid comprising of this tender document with all annexure duly filled in along with copies of the authentic supporting documents super-scribing on top **“Expression of Interest for Principal Project Architect (PPA) to render Architectural Consultancy Services Construction of Residential Flats (after demolition of Existing Building) at Central Complex, Plot No. 459, Khopat, Behind S.T. Workshop, Thane (West) 400082”.**

- i. The sealed technical document along with the price bid (Technical bid document in envelope-1, Price bid in envelope-2 and both the envelope in envelope -3) must be dropped in the tender box available at the Business Support Department, 16th floor Central Bank of India, Central Office, Chander Mukhi, Nariman Point, Mumbai – 400021 on or before the Closing Date and Time as Stipulated.
- ii. The certified/self-attested copies of the supporting documents mentioned in above mentioned formats shall be furnished along with the technical bid.
- iii. All Annexure shall be duly signed by the firm with stamp on each page.

Note: For any clarifications please contact Manager – Architect/ Assistant General Manager – Business Support Department, Central Office, Chander Mukhi Building, Nariman Point, Mumbai – 400021. Phone No. 022-66387865/ 66387867.

E-Mail: agmgad@centralbank.co.in / gadarch@centralbank.co.in

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4. Scope of Work

Description of Project: The project involves the construction of 2-BHK residential flats for Officers of Central Bank of India and Administrative/ Banking offices, with parking, landscape and other amenities as per the available FSI adhering to the norms/ bye-laws of the concerned Government authority/ Municipal Corporation. The plot area is around 69,847.30sq.ft. The Architect/ Firm shall be responsible for the following scope of work:-

- a) Preliminary Planning Stage: Preparation of the concept drawings & detail drawings to be evolved as per provisions / rules applicable to the area of all buildings, guidelines and space standards for barrier free built Environment for Disabled and Elderly persons and guidelines for setting up of services both internal and external including electrical, communication, firefighting, anti-termite, earth quake resistant, landscaping, Green Building norms etc. indicating complete scope of work, specification and cost estimates for each sub head / package. Obtain approval of all local and other authorities at all stages of work, including demolition of existing structure on the plot, till completion of project as per requirement and also prepare completion drawings for the same.
- b) Drawings for Estimates: Prepare drawings, including structural designing of all works mentioned above and also obtain approval for all subsequent changes / deviations and to make available all documents pertaining to the same to the Officer-in-charge.
- c) Detailed Estimate and Tendering: Prepare and supply DNIT (Detailed Notice for Invitation of Tender) along with detail of calculations for all items of work together with detailed specification and detailed architectural drawings, foundation drawings. Detailed estimate on standard schedules justified cost based on Government Schedule of Rates as applicable in Maharashtra State or norms approved by local authority and tender documents sufficient to enable the Bank to invite tenders for each sub-head/ packages.
- d) Directing and coordinating all Architectural, structural Engineering and surveying work and prepare complete working details, schedules, specifications and bill of quantities to describe the whole project adequately for the purposes of taking approval from the authorities and for placing the main and other subsidiary contracts
- e) Working Drawing Stage: Preparation of detailed drawings of Architectural, Structural, Electrical, Landscaping Services etc. and all the services including drawings showing details of all utility services internal & external details of specification of all special items of work that may be involved.
- f) Construction Stage: Supply all Architectural, Structural and Services working drawings, specification and details which may be required for proper execution of the work. Prepare and obtaining approval from the Bank for any material deviation in design of cost of the working drawings schedule and specifications for the approval scheme of approved cost of the work.
- g) On Completion: Prepare completion drawings including elevations and section and structural details indicating details of building and all services of built and supply four (4) sets of completion drawings to Bank including one soft copy. To co-ordinate with the concerned agencies in obtaining Occupancy Certificate from the concerned Authority. These are in addition to drawings details mentioned in above clauses.

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NUMBER OF DRAWING SETS AND DOCUMENTS TO BE SUPPLIED

Consulting Firm shall submit to the Bank the following:

| | | |
|---|---|---|
| 1 | Supplying of Design/ Drawings for Architectural/ Civil/ structural design / electrical / plumbing / interior design/ landscaping / lighting / Network of Roads, sewerage, drainage, water supply/ graphic signage/ communication system/elevator /power supply system/ fire fighting/ data cables/ flooring/false ceiling/ internal lighting/paneling/ furniture/ cladding/ storage units/acoustics / anti-termites/ earth quake resistant and rain water harvesting system etc | Four (4) sets for each services for the project |
| 2 | Supply of detailed estimate of each service as mentioned at 1 above. | Three (3) sets of each work of the project |
| 3 | Supply of DNIT/ Tender Documents of each service as mentioned at 1 above. | Three (3) sets of each work of the projects |
| 4 | Completion drawings of all services | Four (4) sets |
| 5 | Back up of all the documents mention from (1) to (4) above | One Pen Drive |

ACTIVITY TIME FRAME

| | Activity | Time Frame | Remarks |
|---|---|-------------------|--|
| 1 | Pre construction activities | | |
| a | Preliminary design | 30 days | |
| b | Final design | 15 days | Final design to be Submitted after approval of Preliminary design by the Bank. |
| c | Preparation of drawings for detailed estimate | 15 days | |
| d | Tender document with “DNIT” and detailed estimate and draft tender document for calling of tenders. | 20 days | |
| 2 | During construction | | |
| a | Preparation of working drawings as and when required | 1 week in advance | |
| b | Supply of working drawing good for each activity for construction during progress of work | 1 week in advance | |

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5. Duties of Project Architect

The shortlisted Architect/ Firm shall be responsible for entire consultancy services for the project such as architectural, structural, engineering and all internal and external services such as electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, firefighting / horticulture, EPABX / Networking, parking, rainwater harvesting, sewage treatment plant, recycling of waste water etc. The gist of major role of the applicant in brief is mentioned as under:

- 5.1 Prepare drawings sufficient for making applications for work licenses to local authorities or for other approvals, prepare working drawings, prepare structural drawings as required
- 5.2 Take Bank's instruction, prepare/ make approximate estimate cost by measurements or otherwise,
- 5.3 Prepare specifications, prepare bills of quantities, and detailed estimate with rate analysis,
- 5.4 Prepare tender documents and issue sufficient number of copies as may be required for calling the tenders.
- 5.5 Advise on preparation of a panel of contractors to be invited for tendering,
- 5.6 Assist in obtaining tenders, advise on tenders received, prepare contract documents,
- 5.7 Nominate and instruct Service Consultants (if any), coordinate activities of all Consultants,
- 5.8 Prepare such further details and particulars as are necessary for the proper carrying out of the works,
- 5.9 Advise Bank on technical and financial implication of the deviation/ amendments (if any), from the approved scheme,
- 5.10 Carry out daily supervision, arranging site meeting on regular interval, measurement, quality control, variation management and ensuring smooth completion of works.
- 5.11 Preparation of submission drawing and obtaining approval from competent authority on submission drawing before start of project.
- 5.12 Preparation of Completion Drawing and obtaining approval from competent authority on completion drawing.
- 5.13 Obtain approval from all local and other authorities at all stages of work, including demolition of existing structure on the plot, till completion of project as per requirement and obtain Occupancy Certificate from local authority.
- 5.14 To issue four copies of drawings / instructions to the Bank and contractors as may be necessary to carry out the project.
- 5.15 To co-ordinate with the concerned agencies/ builder or their Architect for obtaining all mandatory building permissions/approvals (Essential for commencement of construction at site) and its periodical renewal, seeking completion/occupancy certificates after completion of project etc. from the respective department/authorities including necessary liaison for procuring such permissions within the quoted professional fee only and no extra charges toward liaising etc. shall be payable for the same. However, any Govt. fee/ charges payable to the respective Govt. authorities shall be paid by Bank against production of original Govt. receipt /challans.

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6. Instruction to the Bidders

- 6.1 The Architect/ Firm are advised to obtain all necessary information to participate in this EOI at their own responsibility and cost before entering into a contract for the project. The applicants will be fully responsible for considering the financial effect of any or all the factors while submitting his EOI.
- 6.2 The Architect/ Firm must acquaint themselves with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.
- 6.3 The shortlisted Architect/ Firm shall be bound to enter into an agreement in the prescribed format, within 30 days from the date of receipt of intimation of acceptance of their proposal by the Bank. However, the written acceptance of the offer from the Bank will constitute a binding agreement between the Bank and successful Architect/ Firm whether such formal agreement is subsequently entered into or not.
- 6.4 Time is essence of the contract. The Project has to be completed in all respect accordance with the terms of contract within a period of 36 months from the date of award of work to the contractor.
- 6.5 Along with the EOI firms will also submit commercial bids as per the enclosed format. The offer letter shall be submitted in separate sealed cover. Fee quoted in the offer should be valid for at least 120 days from the last date of opening of Price/Commercial bid.
- 6.6 Design Proposals shall remain valid and open for acceptance for a period of 120 days from the date of opening Price/Commercial bid. If the tenderer chooses to withdraw their offer during the validity period or makes modifications in their original offer, their Design Proposal shall be summarily disqualified without notice and no correspondence shall be entertained in this regard.
- 6.7 All the applicants shall be bound to accept and sign the “Integrity Pact” as per attached “**Annexure I**”. The Application/EOI of the Architects not submitting the Integrity Pact as per prescribed format shall be summarily disqualified and no correspondence shall be entertained in this regard.
- 6.8 Joint Venture / Consortium shall not be allowed, and Prospective PPA should meet the mentioned Eligibility criteria themselves.
- 6.9 The applicant/s should not have controlling shares / should not be owner of 2 firms submitting the applications.
- 6.10 The applicant (including their staff and sub-contractors) should not have a business or family relations with such members of bank staff who are directly or indirectly involved in the project.
- 6.11 Merely fulfilling the prescribed eligibility criteria shall not entitle the Architect/ Firm for short listing and invitation for participation in the proposed Design competition for the project. The short listing as well as final selection of Architect/ Firm for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous employers etc.

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7. Process of pre-qualification and selection of architect/architectural firms.

Stage-I: (Pre-qualification)

- 7.1 Inviting applications and pre-qualification of Architect/ Firms who meet the eligibility requirements listed under Eligibility Criteria.
- 7.2 The pre-qualification will be strictly based on fulfilling the eligibility criteria. The decision of the Bank in this regard shall be final.
- 7.3 Short-listed architects/ architectural firms/consultants will be invited for making their presentations on a suitable date regarding their firm/company, operations, their experience in similar work and their proposed scheme.

Stage-II: (Design Competition & Opening of Price Bid)

- 7.4 Architects/Architectural firms who will be pre-qualified in stage one shall participate in design competition as referred in 7.3 based on design brief given the tender document.
- 7.5 The shortlisted Architects/Architectural firms can interact with Bank for detailed design inputs and the date for the same would be informed to the qualified firms separately.
- 7.6 Price bid of only those Architects/ Firms shall be opened who will participate in the proposed design presentation proving their technical competency and capability in handling similar projects.
- 7.7 The Architect/ Firm shall bear all its costs associated with or relating to the preparation and submission of the presentation including preparation, copying, postage, delivery cost, presentation, etc. which may be required by Bank or any other cost incurred in this regard.
- 7.8 The Architect/ Firm shall make power point presentation of their scheme. The Architect/ Firm shall also submit copies of drawings on A2 size paper and soft copies in PDF / Acrobat format. The presentation shall include site plan, floor plans, elevations, sections, perspective of the proposed scheme, area statement including allowed FSI, etc. block estimate, and write up on the concept and design.
- 7.9 The designs shall be adjudged by a Committee of senior executives of Bank, competent technical officers of the Bank and outside consultant on the basis of adherence to brief, functional adequacy, efficiency of planning, aesthetics, constructability and economy of design. Due weightage shall also be given to the experience of the consultant in designing Residential/ Mixed use buildings, quality of work executed, number of years in the architectural field, number of staff and their expertise, associates. The tentative marks allocated for different trades are as under:

| Sr. no. | Criteria Description | Rules for awarding marks | Max. marks |
|-----------|--|---|------------|
| 1. | Financial strength of the firm | | 5 |
| 1.1 | Average annual turnover for last three financial years | 3 marks for Rs. 25 lacs and 1 marks for every additional Rs. 5 lacs. | |
| 2. | Man power | | 5 |
| 2.1 | Number of skilled staff with technical qualification and experience <ul style="list-style-type: none">○ Architects / Interior Designers○ Civil Engineers / Work Supervisors | 3 marks for 10 technical staff on rolls and 1 mark for every 5 additional staffs thereafter | |

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| | | | |
|------------|---|---|------------|
| 3. | Experience in proposed work | | 15 |
| 3.1 | Number of years of experience in architectural work. (Minimum 10 years) | 3 marks for 10 years and 1 marks for additional every year of experience. | 5 |
| 3.2 | Number of similar work executed | 4 marks for similar project 3 no. of Rs. 20 crores or 2 no. of Rs. 25 crores or 1 no. of Rs. 40 Crores and additional 3 marks for similar project 3 no. of Rs. 20 crores or 2 no. of Rs. 25 crores or 1 no. of Rs. 40 Crores | 10 |
| 4 | Quality of service, strength of architect, Confidential reports etc. | | 5 |
| 4.1 | Report regarding satisfactory performance from minimum 2 clients | 2 certificate – 2 marks 3 certificate – 4 marks 4 certificate – 5 marks | |
| 4.2 | Design concept | Internal committee shall assess and assign the marks. | 70 |
| 5 | Total | | 100 |

- 7.10 The mode of selection of the Architect/ Firm shall be Quality and Cost Based Selection (QCBS). The combined evaluation will be carried out by weighing and adding the quality and the cost scores.
- 7.11 The weightage of the quality and cost will be 70:30.
- 7.12 The financial offer of all the bidders who are technically qualified by the tender opening committee shall be opened by the bid opening committee in the presence of the bidders or their representatives.
- 7.13 Here the Technical Weight (T) is 70 and Commercial Weight (C) is 30 such that $T + C = 100$. For 2 consultants A & B let us assume the technical mark of A and B are respectively 80 out of 100 and 90 out of 100. The cost quoted by A and B is respectively 2.5% and 3% of Project Cost. The lowest price shall be awarded 100 marks and the others shall be awarded marks inversely proportional to the lowest. Therefore commercial mark of A shall be 100 and that of B shall be $2.5/3 \times 100 = 83.3$. After applying the weights, the technical score of A shall be $80 \times 0.7 = 56$ and that of B shall be $90 \times 0.7 = 63$ and the commercial score of A shall be $100 \times 0.3 = 30$ and that of B shall be $83.3 \times 0.3 = 25$. Therefore, the combined score for A shall be $56 + 30 = 86$ and that of B shall be $63 + 25 = 88$. Hence, B having the scored the highest combined score (though not necessarily the lowest commercially), shall be invited for negotiations/ awarded the work.
- 7.14 The Architect/ Firm whose design is accepted shall be awarded the work at agreed fee. All unsuccessful participants will be paid Rs. 50,000.00 as honorarium.

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8. General Conditions

- 8.1 The right to suspend the pre-qualification process or part of the process, to accept or reject any or all applications at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason is reserved by Central Bank of India without any obligation or liability whatsoever.
- 8.2 The Architect/ Firm should not have been blacklisted by any Government department/PSU/PSE or banks for non- implementation/delivery of the order. **Self-declaration to that effect should be submitted along with the technical bid.**
- 8.3 The Architect/ Firm must not be a NPA holder in any Bank/Financial Institution. **Self-declaration to that effect should be submitted along with the bid.**
- 8.4 Any statement/declaration made by the Bidder, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the Bid process or in the event of his Bid having been accepted, at any stage of the contract, shall render his/their Bid(s)/tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the following
- If such statement is found at the tender stage, Bid will be summarily rejected and Bank may take appropriate action as deemed fit.
 - In case such a statement is found at the contract stage, Bank may take at its discretion appropriate action as provided in the Tender Document for termination of the contract including forfeiting of Security Deposit.
- 8.5 Unauthorized disclosure of any confidential information will amount to breach of contractual terms and in such cases Bank may pre-maturely terminate the contract and initiate any legal action as deemed fit.
- 8.6 The firms participating in pre-qualification process should comply with **Annexure G** forming a part of this RFP and this annexure should be duly signed and stamped and submitted on their letter head by the bidders.
- Certificate to be submitted with reference to the clause regarding restrictions on **procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020. This certificate to be submitted duly signed and stamped on the letter head of the bidders.**
- 8.7 The Bank, if required, may call for additional documents during the evaluation process and the participating firms will be bound to provide the same.
- 8.8 The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/ modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website (www.centralbankofindia.co.in) and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained
- 8.9 The shortlisted Architect/ Firm (whose design is accepted) shall execute agreement with the Bank as per Bank's format.
- 8.10 The shortlisted Architect/ Firm shall make applications to statutory / government / semi government bodies / organizations and obtain the necessary permission from them. The commencement certificate / approval from local municipal authorities must

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be obtained within 6 months from the date of appointment letter or approval of the design whichever is later.

- 8.11 The entire document shall be duly signed on all pages and returned to the Bank. The offer letter shall be submitted in separate sealed cover.
- 8.12 The Bank reserves itself the right to accept or reject any or all the offers.
- 8.13 The design shall be economical; Use of modern concept/ Green Building Parameters and innovative design shall be given weightage.
- 8.14 Each page of the documents should be signed by the applicants or his authorized representative. Offer shall be submitted in sealed cover super-scribing the name of the work on the cover.
- 8.15 The project should be designed confirming to the prevailing building bye-laws, NBC guidelines etc. The shortlisted Architect/ Firm will have to make modifications in the Architectural Drawings and Structural Drawings as per the requirement of the Bank at any stage during the currency of the work for which no extra payment will be made.
- 8.16 Central Bank of India, Central Office, Mumbai shall recover the security deposit from the work done of the Consulting Firms @ 10% from each running account bill subject to a maximum of 10% of the total fees payable which shall be payable as per the payment schedule.
- 8.17 The shortlisted Architect/ Firm shall submit the time frame for completion of various stage of the job of works assigned to them.
- 8.18 The shortlisted Architect/ Firm shall also submit all originals in form of soft copy (Pen Drive) for tracing of the drawings and other documents like estimates, analysis of rates of various items & tender documents.
- 8.19 Statutory taxes or any kind of tax and its increase or decrease after submission/ opening of offers shall deemed to be included in the fee quoted herein. No claim shall be entertained.
- 8.20 Termination: In case the shortlisted Architect/ Firm fails to fulfill its duties diligently as per the completion time schedule, its services shall be terminated with 15 days notice and security amount will be forfeited.
- 8.21 The shortlisted Architect/ Firm, whose tender is accepted will be required to furnish an Indemnity Bond as per format approved by the Bank on non-judicial stamp paper of requisite amount that in case of failure of structure due to inadequacy/deficiency in structural design/drawings within ten years from the date of completion of buildings, the charges of rehabilitation of the buildings and any loss on that account will be borne by the shortlisted Architect/ Firm.
- 8.22 All design and drawings should be based on original concept (Should not be copy of the any of the project situated anywhere).
- 8.23 A continuous liaison shall be maintained by the shortlisted Architect/ Firm with the Bank during preparation and presentation of Design and Drawings. Any advice tendered by the Bank in respect of the Design and Drawings shall be binding on the Consulting Firm.
- 8.24 The shortlisted Architect/ Firm will have to prepare presentation drawings, perspective view and power point presentation of the project, the copies of which will be retained by Central bank of India. The shortlisted Architect/ Firm shall also supply presentation drawings, perspective views, accommodation & area details for the brochure.

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- 8.25 The shortlisted Architect/ Firm will be responsible for the correctness of Design and Drawings of all the components of the building.
- 8.26 The shortlisted Architect/ Firm has to make their own arrangements for laboratory, machinery, equipments and any other items required directly or indirectly for preparation and presentation of Design and Drawings.
- 8.27 No claim shall be entertained on account of increase in the wages of the staff, material etc. required directly or indirectly for preparation and presentation of Design and Drawings.
- 8.28 Central Bank of India reserves the option and right to cancel the Contract if it is found during the currency of the Contract that the speed of the work done does not commensurate with the time elapsed and re-allot the same to any other Architect/ Firm with due notice without liability of any kind of payment or any compensation.
- 8.29 Rates quoted by the Architect/ Firm shall be for complete work in all respects and include supply/carriage of laboratory equipments, machinery, material royalty, octroi charges and all other taxes excluding GST and no claim on account of fluctuation of price due to any cause shall be entertained.
- 8.30 Taxes including GST, if any, shall be paid by the Consulting Firm themselves direct to the respective departments in accordance with their rules and regulations in force from time to time without intervention of Central Bank of India, Central Office, Mumbai. However Income Tax shall be deducted at source from the payments due to the Consulting Firm as per provisions of Income Tax Act.
- 8.31 Nothing extra shall be paid for material/labor required for the work directly or indirectly and the rates to be quoted by the Architect/ Firm shall include all the charges thereof.
- 8.32 The shortlisted Architect/ Firm shall strictly follow the methodology and sequences of operation etc. as given by it in its technical data and accepted by Central Bank of India. Any modification can be allowed only with the prior approval of the Bank.
- 8.33 Central Bank of India shall be entitled to copy right of all the documents, drawings and other materials produced for the purpose of this project by the shortlisted Architect/ Firm who shall not use any of such documents or material for any other purpose other than project except with the permission of the Central Bank of India. The Bank shall have the full right to utilize fully or partly any part of the Design/Drawings on any other building of Central Bank of India
- 8.34 Any other detail which is considered necessary and relevant to the work and not covered in the scope of work above and directed by Bank shall also be deemed to have been covered in the scope of work and shall be carried out by the shortlisted Architect/ Firm without any extra cost to Central Bank.
- 8.35 All disputes regarding this work shall be restricted to Civil Courts located at Mumbai.
- 8.36 Central Bank of India or their representative shall have the right to watch and supervise the work.
- 8.37 The shortlisted Architect/ Firm should be available at site of project for discussion or assistance, if required by the Officer-in-charge without any extra charges.
- 8.38 Architect/ Firm shall submit the Price Bid to cover all the professional charges for the service rendered for the jobs mentioned on lump sum basis.
- 8.39 No advance will be paid for the work.

Signature of Bidder With Seal

- 8.40 No escalation and payment due to increase in prices / wages will be made to the consultant. The rates quoted by the consultant shall remain firm throughout till completion of the work.
- 8.41 Time schedule and payment schedule for supplying the Design, Drawings and various documents are explained under the head “Stage Of Payment Of Fees” & “Activity Time Frame”.
- 8.42 If the consultant fails to maintain the required progress as per the stipulated time period or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below:
- 0.25% of the consultancy fees per week subject to a maximum of 5% of the consultancy fees. The amount of compensation may be adjusted or set off against any sum payable to the Consultant under this contract with the Employer.
- 8.43 The consultant shall maintain the following registers at site of work and should produce the same for inspection of the Employer / Consultant whenever desired by them. The consultant shall also maintain the records/registers as required by the local authorities/Government from time to time.
- Daily progress register/ Test Register
 - Site order book
- 8.44 In case, the shortlisted Architect/ Firm abandons the work for any reason whatsoever or becomes incapacitated from providing Services as per aforesaid agreement then Central Bank of India will make the payment of the Consultancy Charges payable for the services so provided up to that stage stipulated in the agreement after making 10% (Ten Percent) deduction of the Total Fees payable to the Architect/ Firm under this agreement. In case, the 10% deduction of Total Fee payable to Architect/ Firm is more than the amount payable to the shortlisted Architect/ Firm then the Firm has to deposit the balance amount.
- 8.45 In case the Central Bank of India decides to scrap the project due to any reason at any stage, the fee as payable as per agreement up to that stage will be paid to the shortlisted Architect/ Firm.
- 8.46 In case the Central Bank of India decides to change the scope of the work during the currency of the scope of the work and the Bank decides to avail Consultancy Services according to the changed scope of work from the shortlisted Architect/ Firm then the Firm will have to provide the services as per the new concept at the Fee already decided. However, the payment up to the stage the services provided by the shortlisted Architect/ Firm as per the previous concept will also be paid. The payment of different stages will be determined as per the stages prescribed in the agreement.
- 8.47 The shortlisted Architect/ Firm shall agree to redesign at their cost any portion of their Engineering and design work which due to their failure to use a reasonable degree of design skill is found defective within ten years from the date of start of regular use of the portion of the work affected. Central Bank of India shall grant right of access to the Architect/ Firm for inspection of those portions of the work as are claimed to be defective. Bank may make good its loss by recovery from the Architect/ Firm in case of failure to comply with the above clause.
- 8.48 The shortlisted Architect/ Firm shall be bound to repeat the above said work, if scope of work is increased due to change of the policy/building related Bye-laws by the Government in the same cost. No claim shall be entertained on this account.

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8.49 The shortlisted Architect/ Firm shall consider all necessary provisions of the I.S Codes in respect of the Loads & Earth Quakes.

*(The term Bank used in above conditions represents Central Bank of India, Central Office, Mumbai)

Assistant General Manager, BSD,
Central Bank Of India, Central Office,
Mumbai

Date

Signature of Bidder With Seal

9. Settlement of Disputes and Arbitration

- 9.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of the or relating to the contract, designs, drawings, specifications, estimates, instructions, orders 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, completing or abandonment thereof shall be dealt with as mentioned hereinafter:
- 9.2 If the Architect / Consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Bank any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 7 days request the Bank in writing for written instruction or decision. Thereupon, the Bank shall give its written instruction or decision within a period of one week from the receipt of the architect/ consultant's letter.
If the Bank fails to give its instructions or decision in writing within the aforesaid period or if the architect / consultant is dissatisfied with the instructions or decision of the Bank, the consultant may within 7 days of the receipt of Bank's decision, appeal to the General Manager – BSD of the bank who shall afford an opportunity to the consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The GM-BSD shall give his decision within 15 days of receipt of consultant's appeal. If the architect/ consultant is dissatisfied with this decision, they shall within a period of 30 days from receipt of the decision, give notice to the Bank for appointment of a sole arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.
- 9.3 For the purpose of appointing the sole arbitrator referred to above, the Bank will send within thirty days of receipt by him the written notice aforesaid to the consultant a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.
- 9.4 The architect / consultant shall, on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his/her name to the Bank within thirty days of receipt by him of the names. The Bank shall thereupon without any delay appoint the said person as the sole arbitrator. If the architect / consultant fails to communicate such selection as provided above within the period specified, the Bank shall make the selection and appoint the selected person as the sole arbitrator. If the Bank fails to send to the architect / consultant the panel of three names as aforesaid within the period specified, the Architect/ Consultant shall send to Bank a panel of three names of three persons who shall be unconnected with either party. The Bank shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his / her name to the architect / consultant within thirty days of receipt by him of the names.
- 9.5 If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed as aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 9.6 The work under the contract shall however continue during the arbitration proceedings and no payment payable to the consultant relating to the disputed items shall be withheld on account of such proceedings.
- 9.7 The arbitrator from time to time with the consent of the parties enlarges the time for making and publishing the award.

Signature of Bidder With Seal

- 9.8 The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with terms of the contract and give a reasoned award.
- 9.9 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Bank of the appeal.
- 9.10 It is also a term of this contract that no person other than a person appointed by such Employer, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 9.11 It is also a term of this contract that if the architect/ consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 60 days of receiving the intimation from the Bank that the final bill is ready for payment, the claim of the consultant shall be deemed to have been waived and absolutely barred and the Bank shall be discharged and released of all liabilities under the contract in respect of these claims. Further it is agreed that for the purpose of this clause such notice is deemed to have been received by the consultant within two days of posting of the letter by Bank or delivered by hand immediately after receipt thereof by the consultant whichever is earlier. Further a letter signed by the officials of Bank that the letter was posted to the consultant shall be conclusive.
- 9.12 The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- 9.13 It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.50,000/-, the arbitrator shall give reasons for the award.
- 9.14 It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
- 9.15 It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statements of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
- 9.16 The award of the arbitrator shall be final and binding on both parties.

Signature of Bidder With Seal

10. Delays, Responsibility & Recoveries from Fees

- 10.1 If the construction work after appointment of the contractors get delayed and the appointed contractors disagree to bear liquidated damages levied for the same as per provisions in the agreements between the Bank and the contractors on the ground that they did not receive detailed Architectural / Structural drawings and of any other further clarifications from the Architects, the Architects shall be liable to make good the losses to the Bank to the extent of the amount of the liquidated damages disagreed by the Contractors. Similarly, if the works done as per the Architects' earlier given Architectural / Structural drawings are required to be altered / demolished because of mistakes at the Architects / their consultants, the Architects shall be liable to bear the cost of the work required to be so altered/ removed (including removal/ alteration cost) unless the contractors agree to forgo the cost of the work. In the event the Architects fail to discharge their duties diligently and delays are caused due to their negligence or if they do not co-operate and the work is not completed within the time frame, if they shall be liable to make good the damages suffered by the Bank without prejudiced to the Bank's right to terminate the agreement and pay such fees, which is at the discretion of the Bank, required to be paid at the time of termination.
- 10.2 While the Architect/PMC will be in-charge of the site in regard to implementation of the project as designed, planned and put to tender in time bound schedule through the appointed contractors, the Architects shall closely follow-up and keep the account of the progress made and arrange to solve the bottlenecks, if any, and clarify the doubts / details, if any required by the PMC / Contractors at site. If necessary, they should write to the PMC under advice to the Bank about time lag in the works and suggest improvements / course of action for PMC's consideration. Similarly, the PMC will be authorized to write to the Architects about their requirements from the Architects like drawings, details, clarifications, discrepancies, etc. if any.
- 10.3 To protect their interest, the Architects shall keep the matter on record and shall maintain file / register with the acknowledgments etc, for issue of drawing, clarifications/ instructions given to the PMC / Contractors / Bank in writing. However, in the event of any damage / loss caused to the Bank on account of structural failure due to defective structural design by the Architects and / or their Structural Consultants, the Architects shall be liable to make good such damages / loss to the Bank without any upper limit.

Signature of Bidder With Seal

11. Force Majeure

- 11.1 Neither architect/ consultant nor 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.
- 11.2 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.
- 11.3 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 there from 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.
- 11.4 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 contract.

Signature of Bidder With Seal

12. Conflict Of Interest

- 12.1 The Architect/ Firm claims and represents that it has obtained appropriate rights to provide/use the Deliverables
- 12.2 Bank requires that Architect/ Firm provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.
- 12.3 The Architect/ Firm have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Architect/ Firm fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

Signature of Bidder With Seal

13. Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the procurement of this RFP or any part/ component thereof in India, the Architect/ Firm shall act expeditiously to extinguish such claim. If the Architect/ Firm fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Architect/ Firm shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Architect/ Firm of such claim, if it is made, without delay.

Intellectual Property Rights (“IPR”) shall mean all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same);

The Bank shall own all Intellectual Property Rights in all Maps, layouts, designs, etc and other materials produced exclusively for the Bank including any adaptations, translations, derivative works and improvements thereof.

In no case the Architect/ Firm shall use the trademark, trade name, logo, symbol, seal etc. and any Intellectual Property Right exclusively vested in the Bank. In case of any commission or omission on the part of the consultant, in this regard Bank shall be at liberty to proceed against the Consultant as per the law of the land.

Signature of Bidder With Seal

14. Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- a. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- b. “Fraudulent Practice” means misrepresentation of facts to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Signature of Bidder With Seal

15. The Schedule Of Payment Of Fee

- 15.1 On the approval of sketch design and preliminary estimates – 5%
- 15.2 On preparation of required drawings and particulars for structural work, services, etc. for applications to be made to Bank and Local Authorities for approval and obtaining the same from the local authorities– 10%
- 15.3 On approval of detailed architectural working drawings and structural/ service drawings sufficient for preparing detailed estimates of cost – 15%
- 15.4 On approval of detailed estimates, preparation of tender documents, tender process and advising on tenders received – 20%
- 15.5 On award of job to the successful tenderer – 25%
- 15.6 For making daily visits for inspection and quality surveillance preparing other details and drawings as may be required during execution along with variation control to be paid on pro rata basis with execution of the work – 80%.
- 15.7 Issue of completion certificate, Occupancy Certificate and as - built drawings – 90%.
- 15.8 At the end of Defect Liability period of contractor – 100%.
- 15.9 The fees as stated hereinabove will also be applicable to engineering services work that may be assigned to the Project Architect.
- 15.10 The fees as stated herein above will be adjusted on the basis of latest available estimated cost or if tenders have been received then on the lowest bonafide tendered cost. For stage 15.6 onwards progressive payment will be made on the basis of cost of works done and the stage of payment to the contractor.

Signature of Bidder With Seal

Application Form

To
**Assistant General Manager,
Business Support Department,
Central Bank of India,
Central Office, Mumbai**

Ref: Expression of Interest (EOI) For Engagement as Principle Project Architect (PPA) to render Architectural Consultancy Services for Proposed Construction of Residential Flats & Offices (after demolition of Existing Building) at Central Complex, Plot No. 459, Khopat, Behind S.T. Workshop, Thane (West) 400082.

Dear Sir,

I / we have read and understood the instructions and the Terms & Conditions mentioned in the application form. I / we do hereby declare that the information furnished in the application and the supplementary sheets are correct to the best of my knowledge and belief.

I / we authorize Bank to approach our employers, clients, corporation organization etc. to verify the facts submitted by us.

Signature of applicant with seal

Name:

Designation:

Address:

Place

Date:

Signature of Bidder With Seal

Annexure - A

Information to be furnished by the applicants

| | | | |
|---|---|--------------------------|--------------------------|
| 1 | Name of the organisation | | |
| 2 | Address | Postal address | |
| | | Telephone nos | |
| | | E-mail address | |
| 3 | Year of establishment | | |
| 4 | Status of the firm (Enclose copy) | | |
| 5 | PAN No. | | |
| 6 | GST No. | | |
| 5 | Name of Directors/ Partners? Proprietor | i) ii) iii) | |
| 6 | Whether registered as a member of the Council of Architecture. If so, mention number and date. (Enclose copy) | | |
| 7 | Name and address of Bankers | i) ii) iii) iv) | |
| 8 | Name of projects to be considered for fulfilling eligibility criteria executed during last three years by the firm. (Details to be furnished in proforma 1) | | i) ii) |
| | Important major projects on which the firm is engaged at present and their estimated cost, stage of work viz. planning and construction, the full address of clients shall be indicated against each project. (Details to be furnished in proforma 3) | | i) ii) iii) |
| | If you are registered in panel of other organisation / Statutory bodies such CPWD, PWD, MES, Banks, etc, furnish their name, Category and date of registration. | | i) ii) iii) iv) |

List of Documents to be enclosed with application form.

Signature of Bidder With Seal

1. Status of the Firm / Registration certificate/ Memorandum of association
2. GST registration certificate
3. PAN Card
4. Income Tax clearance certificate.
5. Self-declaration stating that the firm has not been black-listed by any Government department/PSU/PSE or banks.
6. Self-declaration stating that the firm is not NPA holder in any banks/ Financial Institutions.
7. Annexure – A
8. Annexure – B
9. Annexure – C
10. Annexure – D
11. Annexure – E
12. Annexure – F
13. Annexure - G
14. Annexure – I
15. Photograph of major work executed.
16. Completion certificates from clients for the work fulfilling eligibility criteria.
17. Turn over certificate from Chartered Accountant.
18. Demand draft / pay order of Rs. 2,000.00 in favor of Central Bank of India payable at Mumbai – Tender Fees
19. Demand draft / pay order of Rs. 4,00,000.00 in favor of Central Bank of India payable at Mumbai – Earnest Money Deposit. If EMD is not submitted then MSME registration certificate is to be submitted.
20. Authority letter to sign the application where ever required(whenever applicable)
21. Performance report from minimum two clients.
22. Audited balance sheet for 2017-18, 2018-19, 2019-20, 2020-21, & 2021-22.

Signature of Bidder With Seal

Annexure - B

DETAILS OF REGISTRATION

| Sr. no | Name of organisation / department | Registration no. | Date / year of registration | Enclosed proof | |
|--------|--|------------------|-----------------------------|----------------|----|
| | | | | Yes | No |
| 1. | Registrar of firms and societies/ Registrar of Companies | | | | |
| 2. | Income tax department (mention PAN no. with copy of latest income tax clearance certificate) | | | | |
| 3. | Goods and Service Tax (Enclose copy of latest GST clearance certificate / proof of depositing the tax) | | | | |
| 5. | Details of EPF account and registration | | | | |

FINANCIAL STATUS

| Sr. no | Financial year | Fee Income of the firm (in Rs. Lacs) | Profit / loss | Enclosed certified copies of audited balance sheets / chartered accountant's certificate. | |
|--------|----------------|--------------------------------------|---------------|---|----|
| | | | | Yes | No |
| 1 | 2017 – 2018 | | | | |
| 2 | 2018 – 2019 | | | | |
| 3 | 2019 – 2020 | | | | |
| 4 | 2020 – 2021 | | | | |
| 5 | 2021 – 2022 | | | | |

Signature of Bidder With Seal

Annexure - C

BIO-DATA OF THE PARTNERS / DIRECTORS/ PROPRIETORS

Use separate form for each partner/director.

| | | |
|----|--|--|
| 1 | Name | |
| 2 | Designation/position | |
| 3 | Associated with the firm since | |
| 4 | Date of Birth | |
| 5 | Professional Qualification | |
| 6 | Professional Experience | |
| 7 | Professional Affiliation | |
| 8 | Details of Membership | |
| 9 | Detail of the papers published in Magazine (s) (If enclosed in separate sheet then indicate Annexure number) | |
| 10 | Annexure number of document evidencing association with the firm like partnership deed etc | |

Signature of the PPA with

Seal

Date:

Place:

Signature of Bidder With Seal

ANNEXURE – D

BIO-DATA OF TECHNICAL STAFF (ARCHITECTS/ENGINEER)

Use separate form for each Executive

| | | |
|----|---|--|
| 1 | Name | |
| 2 | Designation/position | |
| 3 | Associated with the firm since | |
| 5 | Professional Qualification | |
| 6 | Professional Experience | |
| 7 | Field of expertise | |
| 8 | Contact number | |
| 9 | e-mail Id | |
| 10 | Annexure number of document evidencing employment with the firm like EPF contribution etc | |

Signature of the PPA with

Seal

Date:

Place:

Signature of Bidder With Seal

ANNEXURE – E

DETAIL OF MAJOR BUILDING CONSTRUCTION WORK COMPLETED

(Of Rs. 20 crore and above) completed during the last 7 years (as on 30.09.2022)

- i) Use separate sheet for each work**
- ii) Mention only completed projects.**
- iii) Mention only those projects which you want bank to consider to judge your**

Eligibility and awarding marks.

| | | |
|----|---|--|
| 1 | Name and address of the Client | |
| 2 | Client's status like Public Sector Organization / Public Sector Bank/ Government Department | |
| 3 | Name of Project | |
| 4 | Description and nature of work | |
| 5 | Location of the building with complete address | |
| 6 | Job assigned to Architect in the project like Design/ PMC etc | |
| 7 | Estimated value of project (Rs in Cr) | |
| 8 | Final value of Project (Rs in Cr) | |
| 9 | Scheduled date of start of project | |
| 10 | Scheduled date of completion of project | |
| 11 | Actual date of start of project | |
| 12 | Actual date of completion of project | |
| 13 | Reasons of cost/ time over run, if any | |
| 14 | Number of stories | |
| 15 | Height of building from ground (in meters) | |
| 16 | Number of basement (s) | |
| 17 | Annexure number of side elevation/sectional elevation showing number of basement and height of building | |

Signature of Bidder With Seal

| | | |
|----|--|---------|
| 18 | Has client certified that the building is having Green / Energy Saving features | Yes/ No |
| 19 | Annexure number of letters received from the client regarding award of work. | |
| 20 | Annexure number of letters received from the client regarding successful completion of work. | |

Note:

- (a) The work should have been executed by the firm under the name in which they are submitting the application.
- (b) The Bank will obtain the confidential report from the previous clients and the Architect shall not object the same.

Signature of the PPA with

Seal:

Date:

Place:

Signature of Bidder With Seal

ANNEXURE – F

DETAIL OF MAJOR BUILDING CONSTRUCTION WORK IN HAND

(To check the credibility only)

- i. Use separate sheet for each work**
- ii. Mention only projects under progress**

| | | |
|----|---|--|
| 1 | Name and address of the Client | |
| 2 | Client's status like Public Sector Organization / Public Sector Bank/ Government Department | |
| 3 | Name of Project | |
| 4 | Description and nature of work | |
| 5 | Location of the building with complete address | |
| 6 | Job assigned to Architect in the project like Design/ PMC etc | |
| 7 | Estimated value of project (Rs in Cr) | |
| 8 | Scheduled date of start of project | |
| 9 | Scheduled date of completion of project | |
| 10 | Actual date of start of project | |
| 11 | Number of stories | |
| 12 | Height of building from ground (in meters) | |
| 13 | Number of basement (s) | |
| 14 | Annexure number of letters received from the client regarding award of work. | |

Signature of the PPA

with Seal

Date:

Place:

Signature of Bidder With Seal

(As per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020.)

CERTIFICATE

(On letter head of the Company/ Firm)

To,

**The In-Charge
Business Support Department (BSD)
Central Bank of India, Central Office
Chandermukhi, Nariman Point
Mumbai - 400021**

Request for Proposal (RFP) Ref:

1. This is to certify that we have read the clause regarding restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020. Further, it is certified that our company is neither from a country sharing land border with India nor our company is an entity as under:
 - a. An entity incorporated, established or registered in such a country
 - b. A subsidiary of an entity incorporated, established or registered in such a country
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country.
 - d. An entity whose beneficial owner (as per definition attached) is situated in such a country
 - e. An Indian (or other) agent of such an entity
 - f. A natural person who is a citizen of such a country
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

Place:

Signature:

Date:

Name & Designation

Signature of Bidder With Seal

INTEGRITY PACT

Between

Central Bank of India hereinafter referred to as “**The Principal**”,

And

----- herein after referred to as “**The Bidder/Contractor**” with respect to Architectural Consultancy Services for Proposed Construction of Residential Flats & Offices (after demolition of Existing Building) at Central Complex, Plot No. 459, Khopat, Behind S.T. Workshop, Thane (West) 400082.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
-----The Principal values full compliance with all relevant Law of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s)

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principals mentioned above.

Section 1- Commitments of Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principals:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract , demand , take a promise for or accept , for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender processor or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtain information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2-Commitments of the Bidder(s) /contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at **(page nos. 6-7)**
- e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

Section 3- Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed at (page nos.8-17).

Section 4 – Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of sub-contracting the principal contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7– Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to Managing Director & CEO CENTRAL BANK OF INDIA.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality. The Monitor has also signed declarations on Non –Disclosure of Confidential information and of Absence of Conflict of Interest. In case of any conflict of interest arising at a later date, the IEM shall inform Managing Director & CEO CENTRAL BANK OF INDIA and recuse himself/herself from the case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, SAIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD & CEO CENTRAL BANK OF INDIA, a substantiated suspicion of an offense under relevant IPC/ PC Act, and the MD & CEO CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to

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proceed against such offense or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issue like Warranty/ Guarantee etc, shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

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ANNEXURE – I

**PRE-CONTRACT AGREEMENT
(TO BE STAMPED AS AN AGREEMENT)**

Articles of agreement made thisday of..... between the **Central Bank of India Mumbai** _____ hereinafter called the EMPLOYER, which expression shall include its successors and assigns and persons for the time being of the management of the Employer of the one part and _____ hereinafter called the consultant which expression shall include his/their respective Heirs, successors, executors, administrators and assigns of the other part.

Whereas the Employer is desirous of getting the _____, **Mumbai and has caused consultancy /drawings and specifications** describing the work as per the technical bid of the tender to be done to be prepared by _____

And whereas the tendered rates are submitted by the consultant were accepted by the employer on terms and conditions hereinafter agreed at:

And whereas the said drawings, the specifications and the schedule of quantities have been signed by or on behalf of the parties hereto

And whereas the Consultant has agreed to execute, upon and subject to the conditions set forth herein and to the conditions set forth in the invitation to tender, General Instructions and Conditions of the tender, and schedule of quantities and Conditions of Contract (all contained in bid document of which are collectively hereinafter referred to as the said conditions), the works shown upon the said drawings and / or described in the said schedule of quantities at the respective rates herein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as ‘the said contract amount’)

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO FOLLOWS

In consideration of the said Contract amount to be paid at the time and in the manner set forth in the said conditions, execute and complete the work shown upon the drawings and described in the said specifications and the schedule of quantities

The Employer shall pay the Consultant the said Contract amount or such other sum shall become payable at the times and in the manner hereinafter specified in the said conditions The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained

The plans, agreement and documents mentioned herein shall form the basis of this and the decision of the Employer said for the time being as mentioned in the said conditions, in reference to all matters of dispute as to materials and workmanship be final and binding on both parties

This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire building to be paid for according to actual

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measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions

The consultant shall be responsible for the co-ordination of the work of other consultants/sub consultants etc. The respective consultants shall work harmoniously and afford reasonable facility to each other as circumstances required

In all matters of co-ordination the Employer's decision shall be final and binding on all parties.

The employer reserves to itself the right of altering drawings and nature of the work, adding to or omitting any item of work from the contract or having portion of the same carried out through other agencies without prejudice to this contract.

Time shall be considered as the essence of this agreement and the consultant hereby agrees to commence the work soon after the receipt of the work order as per the time schedule mentioned in the said conditions..

All payments by the employer under this contract shall be made only at Mumbai.

Further all disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Mumbai and only courts in Mumbai shall have jurisdiction to entertain and determine the same.

The several parts of this contract have been read by us and fully understood by us.

In witness where of the parties hereto have set their respective hands the day and the year in above written.

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the EMPLOYER to obtain the desired service / Equipment/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling Consultant to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the EMPLOYER

- 1.1. The EMPLOYER undertakes that no official of the EMPLOYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the CONSULTANT, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

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- 1.2. The EMPLOYER will, during the pre-contract stage, treat all CONSULTANTS alike, and will provide to all CONSULTANT the same information and will not provide any such information to any particular CONSULTANT which could afford an advantage to that particular CONSULTANT in comparison to other CONSULTANT.
- 1.3. All the officials of the EMPLOYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4. In case any such preceding misconduct on the part of such official(s) is reported by the CONSULTANT to the EMPLOYER with full and verifiable facts and the same is prima facie found to be correct by the EMPLOYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EMPLOYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EMPLOYER the proceedings under the contract would not be stalled.

2. Commitments of CONSULTANT.

- 2.1. The CONSULTANT commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2. The CONSULTANT 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 EMPLOYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3. The CONSULTANT further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Central Bank of India.
- 2.4. Wherever applicable, the CONSULTANT shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian CONSULTANT shall disclose their foreign principals or associates, if any.
- 2.5. The CONSULTANT confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with the is Bid/contract.
- 2.6. The CONSULTANT further confirms and declares to the Employer that the CONSULTANT is the original SIs in respect of Equipment / product / service covered in the Bid documents and the CONSULTANT has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the CONSULTANT, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such

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intercession, facilitation or recommendation.

- 2.7. The CONSULTANT, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EMPLOYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8. The CONSULTANT will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9. The CONSULTANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10. The CONSULTANT shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The CONSULTANT also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11. The CONSULTANT commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12. The CONSULTANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13. If the CONSULTANT or any employee of the CONSULTANT or any person acting on behalf of the CONSULTANT, either directly or indirectly, is a relative of any of the officers of the EMPLOYER, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the CONSULTANT's firm, the same shall be disclosed by the CONSULTANT at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14. The CONSULTANT shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EMPLOYER.

3. Previous Transgression

- 3.1 The CONSULTANT declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify CONSULTANT's exclusion from the tender process.
- 3.2 The CONSULTANT agrees that if it makes incorrect statement on this subject, CONSULTANT can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Sanctions for Violations

- 4.1. Any breach of the aforesaid provisions by the CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the CONSULTANT) shall entitle the EMPLOYER to take all or any one of the following actions, wherever required:

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- i. To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the CONSULTANT. However, the proceedings with the other CONSULTANT would continue, unless the EMPLOYER desires to drop the entire process.
 - ii. To immediately cancel the contract, if already signed, without giving any compensation to the CONSULTANT.
 - iii. To recover all sums already paid by the Employer, and in case of an Indian CONSULTANT with interest thereon at 2% higher than the prevailing Base Rate of Central Bank of India, while in case of a CONSULTANT from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the CONSULTANT from the EMPLOYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
 - iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the CONSULTANT, in order to recover the payments, already made by the EMPLOYER, along with interest.
 - v. To cancel all or any other Contracts with the CONSULTANT. The CONSULTANT shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the CONSULTANT.
 - vi. To debar the CONSULTANT from participating in future bidding processes of the Employer or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the Employer. To recover all sums paid, in violation of this Pact, by CONSULTANT to any middleman or agent or broker with a view to securing the contract. Forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - vii. Intimate to the CVC, IBA, RBI, as the EMPLOYER deemed fit the details of such events for appropriate action by such authorities.
- 4.2. The EMPLOYER will be entitled to take all or any of the actions mentioned and also on the Commission by the CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the CONSULTANT), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 4.3. The decision of the EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the CONSULTANT shall be final and conclusive on the CONSULTANT. However, the CONSULTANT can approach the Independent Monitor(s) appointed for the purposes of this Pact.

5. Fall Clause

The CONSULTANT undertakes that it has not supplied/is not supplying similar service/product/equipment/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government

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of India or PSU or any other Bank and if it is found at any stage that similar Equipment/product/systems or sub systems was supplied by the CONSULTANT to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the CONSULTANT to the EMPLOYER, if the contract has already been concluded.

6. Independent External Monitors

6.1 The EMPLOYER has appointed Independent Monitors (hereinafter referred to

| | |
|---|---|
| Mr Trivikram Nath Tiwari MAIL ID: - trivikramnt@yahoo.co.in | Mr.Jagadip Narayan Singh MAIL ID: - jagadipsingh@yahoo.com |
|---|---|

as Monitors) for this Pact in consultation with the Central Vigilance Commission.

- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Employer.
- 6.6 The CONSULTANT(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Employer including that provided by the CONSULTANT. The CONSULTANT will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub -contractors.
The Monitor shall be under contractual obligation to treat the information and documents of the CONSULTANT/Sub-contractor(s) with confidentiality.
- 6.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the designated Authority of Employer /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the Employer / CONSULTANT and, should the occasion arise, submit proposals for correcting problematic situations.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Architects and the Architects

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shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Architects.

9. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the agreement to the satisfaction of both the Employer and the Consultant, including warranty period, whichever is later. In case Consultant is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Consultant by the Employer.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.3 The parties hereby sign this Integrity Pact at _____ on _____
—

For Employer

For Consultant

Name of the Officer

Chief Executive

Officer Designation

Office/Department/Branch

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PART II Financial Bid (To be submitted in Separate Envelope)

**Assistant General Manager-BSD,
Central Bank of India,
Central Office,
Mumbai**

Date

Dear Sir,

Reg: Expression of Interest (EOI) For Engagement as Principle Project Architect (PPA) to render Architectural Consultancy Services for Proposed Construction of Residential Flats & Offices (after demolition of Existing Building) at Central Complex, Plot No. 459, Khopat, Behind S.T. Workshop, Thane (West) 400082.

We are pleased to inform you that we are willing to offer our consultancy services for above works at a fee for% (in words percent) of the project cost + GST on the terms and conditions stated in the Tender document. The offer shall be valid for 120 days from date of submission.

Thanking you,
Yours faithfully

Name and address of the Architect

.....
.....
.....

Not to be filled with pre-qualification Document. It shall be deposited with design bid in separate sealed envelope super scribing "Financial bid for the Architectural Consultancy Services for Proposed Construction of Residential Flats & Offices (after demolition of Existing Building) at Central Complex, Plot No. 459, Khopat, Behind S.T. Workshop, Thane (West) 400082."

Signature of Bidder With Seal