



**Premises & Estate Section  
Circle Office :: Kolkata**

**EOI & NOTICE FOR INVITATION OF FOR SELECTION AND ENGAGEMENT OF ARCHITECT FOR COMPREHENSIVE ARCHITECTURAL/ INTERIOR DESIGN CONSULTANCY SERVICES FOR OUR PROPOSED (UNDER CONSTRUCTION) BUILDING AT NEWTOWN RAJARHAT KOLKATA**

**Tender Ref. No. : PECOKOL/23-24/ 81/SP**

EOI SUBMITTED BY:

NAME : \_\_\_\_\_

REGISTERED ADDRESS: \_\_\_\_\_

Contact Person –

Name:

Designation

Mobile no.

Address:

Legal Status: individual/ partnership/ company/ JV

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

\_\_\_\_\_

\_\_\_\_\_

GSTIN NO. : \_\_\_\_\_

DATE : \_\_\_\_\_

**CONTENTS**

<b>Sr No</b>	<b>Particulars</b>	<b>Page No</b>
1	Important Information	4
2	Disclaimer	6
3	Instructions to Prospective Architects	7
4	General Conditions of Contract	9
5	Evaluation Matrix (Annex A and Annex B)	21
6	Annex C- Letter of Submission	23
7	Annex D- letter of undertaking	37
8	Annex E- Stages of Payment to Architect	41

**Important Information:**

<b>Sr No</b>	<b>Particulars</b>	<b>Details</b>
1	Name of Work	<b>INTERIOR DESIGN OF OUR PROPOSED (UNDER CONSTRUCTION) BUILDING AT NEWTOWN RAJARHAT KOLKATA</b>
2	Nature of Work	Comprehensive Architectural consultancy services for interior design works.
3	Total Time allowed for completion of the Project	06 Months (to be reckoned from 15 <sup>th</sup> day of issue of award of work) (work will be carried out in phases)
4	Availability of EOI documents	Bank's website
5	Earnest Money Deposit (Refundable)	Rs. 20,000.00 (Rupees Twenty Thousand Only)
6	Venue for, submission of completed EOI documents and conducting pre-submission meeting	Premises & Estate Section, 5th floor, Circle Office, 21, Camac Street, Kolkata - 700016.
7	Date of publishing the EOI on the Bank's website and in newspapers	16-08-2023
8	Last date for submission of queries by the prospective applicants regarding EOI. The contact details along with email ID also to be forwarded for sending WebEx Link.	30-08-2023
9	Date of holding pre-submission meeting at Premises & Estate Section, 5th floor, Circle Office Kolkata	31-08-2023 at 3.00 p.m
10	Person to be contacted for participation in Pre-EOI meeting	Contact No 033-22831501 Mob. No. 9778772155, 8334991789 Email: <a href="mailto:pecokol@canarabank.com">pecokol@canarabank.com</a>
11	Date for issue of addendum/corrigendum, if any, to EOI document as a consequence to the pre-EOI meeting on Bank's website	02-09-2023

12	Last date & time for submission of completed EOI document in a sealed cover	06-09-2023 by 03:00 PM
13	Mode of submission	To be delivered in person/through courier in a sealed cover (complete set of documents in a spiral bound form) so as to reach the above address on or before 06-09-2023 at 3 p.m
14	Date and Time of opening of EOI documents	06-09-2023 by 03:30 PM
15	Shortlisting of eligible Architects/Firms based on the evaluation of technical parameters ( <a href="#">Annex A</a> ) and site visit by a designated committee for the respective works	To be communicated separately to the shortlisted Architects/Firms
16	Opening of price quote of finally selected Architect/Firm(price quote to be in the form of professional fee as a percentage of estimated cost of proposed work	To be communicated separately
17	Validity of EOI	90 days from the date of opening of EOI document

## Disclaimer

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

## INSTRUCTIONS TO PROSPECTIVE ARCHITECTS

### 1. Scope of work:

1.1 Architect/Firms to render Comprehensive Architectural/interior design Consultancy Services for the proposed (Under Construction) Building for Learning & Development Centre cum Hostel, Bank Branch/ Office including auditorium at Newtown, Rajarhat, Kolkata.

The shortlisted Architect has to coordinate with the Client Bank and CPWD for the Interior Furnishing work and related activity including the electrical work for internal works of the Said Building with following utilization.

The proposed campus is spread across 4 Acres plot and having Administration Block and Hostel Block. Following are the details of the utilization of Building under construction.

Details of Floor	Area	Admin Block	Hostel Block
Basement	1738 Sqm.	38 Car Parking	
Ground Floor	2050 sqm.	Branch, Currency Chest, Reception area	Canteen, Cafeteria, Recreation Room
		Open Air Theatre	
First floor	1904 Sqm.	Administrative Office	16 Rooms in Hostel Block
Second Floor	1768 Sqm	Learning & Development Centre and Administrative Office	16 Rooms in Hostel Block
Third Floor	1768 Sqm.		16 Rooms in Hostel Block
Fourth Floor	1645 Sqm.		16 Rooms in Hostel Block
Fifth Floor	1392 Sqm.	Auditorium (Appx. 200 seating capacity)	5 No Executive Suits

1.2 The scope of work (illustrative only) involves

- Studying the existing setup, understanding the requirements, designing the interiors adopting the latest technology, with minimum alterations to the existing infrastructure, to the requirements and satisfaction of the Bank.
- Submission of required information/ documents (plans,elevation,3D view, ppt etc.) by Architects/Firms.
- Preparation of Specifications for the interior design works, Tender Documents, detailed design drawings, BOQ along with detailed estimates, examination of tender documents submitted by contractors, recommendation for selection of contractor/agency/firms/company for execution of proposed renovation work etc., coordinating with various agencies/parties involved in the execution of the project.

- Periodical supervision of execution of the proposed work to be taken up in phases/stages. The scope also includes preparing the comprehensive project plan for enabling completion of all the activities under the project with the approval of the Bank.
- Visiting the site.

## 2. **Signing of contract Documents:**

The selected Architect/firm shall be bound to enter into an agreement in the Bank's prescribed format on non-judicial stamp paper of value as per Kolkata Stam Duty Act as applicable at the time of execution of agreement, within 14 days from the date of receipt of intimation of acceptance of their proposal by the Bank. The agreement shall be signed by authorized signatory of the Architect/firm. Copy of Power of Attorney for authorized signatory shall be submitted.

## 3. **Performance Bank Guarantee (PBG):**

The Architect/Firm shall submit PBG for **Rs 1 lakh** valid for one year for fulfilling the contractual obligations as per the contract within 14 days for date of signing of agreement. Penalty of Rs 500/- per week will imposed for the further delay. The same shall be renewed on mutual consent till completion of contract, if required.

4. Conditional proposals are liable for disqualification.
5. All costs and expense associated with submission of EOI shall be borne by the applicant.
6. In case, date of opening of EOI is declared as a holiday, the same will be opened on the next working day at the same time.
7. Firms may send their queries, if any, on email ID [pecokol@canarabank.com](mailto:pecokol@canarabank.com) or may contact on Phone no- 033-22831501

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions: -

- 1.1. "Contract" means the documents forming the EOI and the acceptance thereof and the formal agreement executed between Bank and Firm/Architect, together with the documents referred there in including these conditions and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract.
  - 1.2. In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
  - 1.3. 'CANARA BANK' shall mean the Bank having its Circle Office at 21, Camac Street, Kolkata – 700016.
  - 1.4. 'The Architect' shall mean the individual or firm or company selected and engaged for undertaking the project as Firm/Architect and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.
2. The Architect must be equipped with adequate expertise and experience in undertaking Planning, designing & supervision for execution of Interior Design works including Civil, Furnishing, Electrical, Plumbing, Air-Conditioning, Acoustics, Audio Visual systems (for Auditorium), Fire & Safety Systems, GYM, Landscaping, Horticulture and integrating with Building Management System) and all essential and ancillary works/services required for execution for the proposed renovation work

### 3. Evaluation process and Criteria

The selection process consists of the following considerations:

- A) Minimum eligibility Criteria as per **clause 3 A**
- B) Short listing of architects eligible as per technical parameters ([Annex A](#))



### 3(A) Minimum Eligibility criteria:

Sr No	Particulars	Bank's Requirement
1.	Experience	Minimum 15 years' experience of similar nature of works <b>as on 31.03.2023</b>
2	Value of similar nature of works	Having received professional fee – for similar nature of work - minimum <b>Rs. 16.00 Lakh for one work</b> or <b>minimum Rs. 10 Lakhs</b> each for two works or minimum <b>Rs. 8 Lakhs</b> each for three works during last 5 years ending 31.03.2023.
3	Average annual turnover	Shall not be less than <b>Rs 30 Lakh</b> for any three years during last five financial years ending 31.03.2023. Copies of the audited Annual Balance sheet for the last five financial years ending 31.03.2023 shall be submitted in support of claims.
4	Registration / incorporation	The individual architect (Proprietor) /at least one of Partners / Directors of the Architect should have a valid registration and license from "Council of Architecture"
5	Local set-up	The firms/Architects should have their Office in Kolkata having adequate office setup with in-house capability and infrastructure / expertise to manage such high magnitude specialized works (documentary evidence to be submitted <b>as on 31.03.2023</b> )

“Similar Work” under this clause means Planning, designing for execution of Interior Design works for institutional or office buildings, Banking Infrastructure, Training Centre cum Hostel including Minor civil works, Plumbing, Sanitary, Interior & Furnishing, Fire Fighting and Electrical Installation work, Auditorium, Landscaping etc. for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks or reputed private organizations during last 5 years”.

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

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

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

3.A.4 The Firm/Architect should not have been blacklisted by the Govt. of India Organizations / PSU / PSE / Govt. Depts./reputed Private Public Limited Companies etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory professional services during the last 5 (Five) years. (Self-declaration to be submitted by the Firm/Architect along with their application).

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

3.A.6 The firms/Architects satisfying the prescribed minimum eligibility criteria and verification of works by site visit shall only be considered technical short listing.

#### 4. Design Presentation:

- a) The design brief as per Bank's requirement shall be provided to the shortlisted Architects/Firms.
- b) Firm/Architect shortlisted will have to present their scheme of proposals/drawings/plans/elevations/visuals/ppt/3D Views etc.
- c) **The decision of final selection of the architect shall be done based on the evaluation and recommendation of designated committees which will be final and binding on all Architects/Firms.**

#### 5. Professional Fee:

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

- (i) The Firm/Architect are required to quote professional fee (excluding GST) as percentage of Actual Cost Of the work for the Comprehensive Architectural/ Interior design Consultancy Services.
- (ii) The stage of payment is indicated in [Annex E](#).
- (iii) No professional fee shall be payable to the Architect/Firm towards the cost of white goods such as AV systems, TVs, Projector, Audio system, Air Conditioners,

conference systems, Loose Furniture (like Chairs, Water purifier / water dispenser, Loose Table (Ready Made Table), sofa, Customer Sitting, Signage, IT Machinery, Kitchen/Dinning utensils, Chimney, Geyser, Refrigerator etc.), exercise equipment or any such items.

- (iv) The selected Architect/ Firm shall support the Contractor or their Architect for obtaining all mandatory building permissions/approvals, if any, within the quoted professional fee only. (As Construction work are being undertaken by CPWD, it is complete responsibility of CPWD for getting Building Plan approval / Completion certificate). Other than the above if any permission required the same is to be taken care by the Architect/ Firm shortlisted.
- (v) Deduction on account of TDS and any other statutory deductions shall be made while making payment to the Architect/Firm.
- (vi) **The final fee shall be paid based on the lesser of the following (1) total cost of the work assigned to the contractor (2) the total cost of the works actually executed excluding escalation payable to the contractor.**

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

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

- i. Providing professional services for interior designing of the proposed renovation works as per latest technology and standards.
- ii. Preparation of sketch designs with two/three alternative schemes including carrying out necessary revisions till the sketch designs are finally approved by the Bank, making block estimates, 3D view etc.
- iii. Taking instructions from the Bank, preparing sketch scheme plans/designs for the project, working drawings, tender documents detailed estimate with Item Rate analysis based on latest CPWD DAR to the extent possible for all major Items for the proposed work including all services in accordance with standards, regulations, etc.
- iv. Preparation of detailed/concept design of all interior design work/ services such as interior furnishing, electrical, AC, plumbing, drainage, fire fighting , horticulture, EPABX / Networking, Building Management System, AV systems including lighting and automation etc. All drawings will have to be prepared to the specified scale in three color copies and editable soft copies in Auto CAD format and PDF format.
- v. The Bank shall have the right to modify the design prepared by the Architect mutually agreed terms and conditions. The Architect shall comply with any such instructions by the Bank and suitably modify the design and submit the same to the Bank for approval.

- vi. Most of the features applicable for 'Green building' such as energy conservation, use of natural light etc. will have to be taken into account during planning, design, and execution stages.
- vii. Preparing timelines for works by preparing the tender incorporating all the activities required for the completion of the project well in time.
- viii. Detailed scrutiny of the tender received and submitting recommendation to the Bank
- ix. Preparation and issuance of 3 sets of detailed drawings to the Bank well in advance so that work is not held up at any point of time for want of the drawings / details.
- x. Periodical supervision of work (as and when required) through a team of various experienced Engineers/Architects at site (within the quoted professional fee only) and who will be overall responsible for quality, smooth and timely completion of all works within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the Architect. They will be issued entry passes based on valid photo Id issued by Govt. authorities.
- xi. Preparation of 'As Built' drawings including those for all services and 3 sets of such drawings and in the form of a CD/pen drive (soft copy) will have to be prepared and submitted to the Bank in AutoCAD format and PDF and they will be exclusive property of the Bank
- xii. The Bank's proposed work comes under Technical Audit by the Chief Technical Examiner's (CTE) Organization of Central Vigilance Commission. The Architect/ Firms will assist the Bank in submission of reply to CTE's queries, if any and compliance of their observations.
- xiii. All the activities mentioned in the scope of work shall be carried out in consultation with and approval of the Bank.
- xiv. The list of roles and responsibilities mentioned above are only indicative and the Architect will have to assume full responsibility for timely completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible manner in all respects

**Note: It may please be noted that the entire construction of the building is within the scope of CPWD. The said work includes RCC framed building structure, RCC pile foundation, plumbing & sanitary services, currency chest vault construction, electrical services, site development works such as internal roads, sewer & storm water drains, water main, fire fighting with sprinkler system, centralized air conditioning, DG set, Substation with transformer, solar water heating system and solar power plant, UPS, EPABX, CCTV, PA system & projector, LAN cabling system, Exit Sign Boards, Sewer Treatment plant, water filtration plant, Building Management & access system, Digital conference & Sound reinforcement system, Pump set, LT power distribution system and lifts etc.**

#### **8. Letter of Intent:**

Within the validity period specified in this EOI, the Bank shall issue a letter of intent (LOI) to the selected Architect/ Firm by registered post at their address or through their registered email ID as given in the EOI documents to enter into an Agreement in the

Bank's prescribed format for taking up the proposed work as Firm/Architect. The letter of Intent shall constitute a binding contract between the Bank and the Architect. LOI to be accepted within a period of 5 working days.

**9. Assignment and subletting**

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

**10. Liquidated damages:**

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

**11. No compensation on restrictions of work**

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

**12. Fraud & Corrupt Practices**

12.1. The Firm/Architect and their respective employees, agents and advisers shall observe the highest standard of ethics during the EOI process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an application or any such suggestion of Firm/Architect without being liable in any manner whatsoever to the Architects, if it determines that they have, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the EOI process.

12.2. Without prejudice to the rights of the Bank hereinabove, if an Architect is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any

corrupt/fraudulent/coercive/undesirable or restrictive practices during the EOI process or during any course of the project, such Firm/Architect shall not be eligible to participate in any EOI issued by the Bank for the period as decided by the Bank.

12.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

a. **“Corrupt practice”** means

- (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the EOI process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the EOI process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank , shall be deemed to constitute influencing the actions of a person connected with the EOI process); or
- (ii) Engaging in any manner whatsoever, whether during the EOI process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project.

b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the EOI process.

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

d. **“Undesirable practice”** means

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

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

### 13. Termination for Default

- 13.1. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Firm/Architect may terminate the Contract in whole or in part:
- a. If the Architect/ Firm fails to deliver any of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
  - b. If the Architect/ Firm fails to perform any other obligation(s) under the contract; or
  - c. Laxity in adherence to standards laid down by the Bank; or
  - d. Discrepancies/deviations in the agreed processes or
  - e. Violations of terms and conditions stipulated in this EOI.
- 13.2. If the contract is terminated under any termination clause, the Architect/ Firm shall handover all design documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format/soft copies as well as hard copies as per scope and shall also support the orderly transition to another Architect/ Firm or to the Bank as decided by the Bank.
- 13.3. During the transition (under clause 18), the Firm/Architect shall also support the Bank on technical queries/support during execution.
- 13.4. The Bank's right to terminate the Contract will be in addition to the penalties and other actions as deemed fit.

#### **14. Force Majeure**

- 14.1. Neither Architect/Firm nor the Bank shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- 14.2. As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 14.3. From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting 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.

- 14.4. Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

#### **15. Termination for Insolvency**

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

#### **16. Taxes and Duties**

- 16.1. The Architect/ Firm shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price EOI by the Firm/Architect shall include all such taxes (excluding GST) in the quoted professional Fee.
- 16.2. Price EOI quoted should be inclusive of all Central / State Government taxes/duties and levies but exclusive of GST.
- 16.3. Fee payable to the Firm/Architect as stated in the Agreement shall be firm and not subject to adjustment during execution of the Project, irrespective of reasons whatsoever,
- 16.4. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this process shall be borne by the Firm/Architect.

#### **17. Transition Plan**

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

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



**18. Compliance with Laws**

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

**19. Non-disclosure clause.**

The Architect/ Firm shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipments etc. which may come to the profession or knowledge of the Architect during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The Architect/ Firm shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Architect/ Firm shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Architect/ Firm shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Architect and the Employer shall be entitled to claim damages and pursue legal remedies. The Architect/Firm shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Architect's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

**20. Prevention of Sexual harassment Clause**

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

- a) The Architect/ Firm shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Architect/ Firm and the Architect/ Firm shall ensure appropriate action under the said Act in respect to the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the Architect against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The Architect/ Firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Architect, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Architect/ Firm is proved.
- d) The Architect/ Firm shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

- e) The Architect/ Firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

**21. Settlement of disputes by Arbitration:**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Architect may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire. The arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise. Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Architect shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Architect of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Architect hereby also

agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract. The venue of the arbitration shall be Mumbai only and the language of arbitration shall be English only.

## **22. Intellectual Property Rights**

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

## **23. Jurisdiction**

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

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

Signed as token of acceptance

Signature of Firm/Architect with seal

**PARAMETERS FOR DESIGN TECHNICAL COMPETITION**  
**SELECTION OF ARCHITECT FOR COMPREHENSIVE ARCHITECTURALCONSULTANCY**  
**SERVICES FOR INTERIOR DESIGN FOR OUR PROPOSED (UNDER CONSTRUCTION)**  
**BUILDING AT NEWTOWN RAJARHAT KOLKATA**

**(A) BRIEF TECHNICAL PARAMETER FOR SHORLISTING OF**  
**ELIGIBLEARCHITECTS/FIRMS (TOTAL MARKS - 100)**

Sr No	Description	Maximum Marks
1	Number of technical staff (Architects and Engineers) in main office (on pay roll/ retainership) as on 31.03.2023  Up to 10= 10, above 10=15,	15
2	Experience of the firm (consultancy for interior design work),upto 15 years=0, 15 to 20 yrs =5; 20 yrs to 25 yrs=10, above 25 yrs =15	15
3	Maximum value (Project Cost) of any single project handled of similar nature of works having received professional fee during last 5 years, above ₹10 Lakh up to ₹ 15 =5, ₹15 Lakh to ₹20 Lakh =10, above ₹ 20 Lakh =15	15
4	Awards by recognised National/International Architect/Interior Design Institutions like, IIA (Indian Institute of Architects), IIID (Institute of Indian Interior Designers), UNESCO (United Nations Educational, Scientific and Cultural Organization), UIA (International Union of Architects), ARCASIA (Architects Regional Council Asia)  a. Received atleast one such award/recognition= 03  b. Received more than one and upto three such awards/recognitions=7  c. Received more than three such awards/recognition =10	10

	<b>Note:</b> Awards received from the above-mentioned bodies shall only be considered for marks purpose	
5	<p>Certification level in green / energy saving building in rating system in any building works completed in the last 5 years as on 31.03.2023:</p> <p>a. At least one project of Platinum rating= 05</p> <p>b. At least one project of Gold rating = 03</p> <p>c. At least one project of Silver rating = 01</p>	05
6	<p>Must have completed auditorium of 100-seater</p> <p>Upto 100 seats = 0</p> <p>100-200 seats=5</p> <p>200-300 seats=10</p> <p>Above 300 seats=15</p>	15
7	Experience of the firm (Consultancy Interior Design Work) for Private/ Public Sector Bank for similar nature of work (Training Centre with Hostel, Cafeteria, GYM, Bank Branch/ Office etc.)	15
8	<p>Annual turnover in any year during last 5 years</p> <p>Upto 20 Lakh = 5</p> <p>20 to 50 - 7 marks</p> <p>Above 50 Lakh - 10 marks</p>	10
	<b>Total</b>	<b>100</b>

Top 5(maximum) Firms/Architects who score maximum marks evaluated as above shall be considered for site visit of their works by a committee. Only those firms whose performance (quality, architectural features and finishes etc.,) is found satisfactory will be considered technical qualification.

**ANNEXURE – C****LETTER OF SUBMISSION**

FROM:

To:

**The Assistant General Manager,  
Premises Section,  
Canara Bank, 21, Camac Street  
Kolkata – 700 016**

**SUBJECT: EOI FOR INVITATION OF DESIGN COMPETITION PROPOSALS FOR  
SELECTION AND ENGAGEMENT OF ARCHITECT COMPREHENSIVE  
ARCHITECTURAL/INTERIOR DESIGN SERVICES FOR UPGRADATION/RENOVATION  
OF SELECT FLOORS AT RBI, CENTRAL OFFICE BUILDING, FORT, MUMBAI- 400001**

Madam,

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

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

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

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

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

Enclosures:

Signature of the Applicant/Authorized Representative  
Seal of applicant:

Date of submission:

**GENERAL INFORMATION**

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



8.	Number of similar projects carried out and successfully completed during the last 5 years (Details to be given in Form-‘B’ separately):	
9.	Names of Bankers and their full address (Solvency certificate from the Bank shall be attached separately).	
10.	Ability to provide Bank Guarantee or other equivalent forms of security from a Scheduled Bank.	
11.	State whether in-house expertise is available for all services/subsystems. If not details of sub-contractors to be involved in the project:	
12.	Technical personnel available in the organization. Technical personnel that can be posted for the proposed work in the Bank. (Details to be given in Form-‘D’ separately)	
13.	Name, Address and other details of the Chartered Accountants of the Firm:	
14.	Was the applicant ever required to suspend the project for a period of more than six months continuously after commencement?	
15.	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment.	
16.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black-listed for competing in any organization at any time? If so, give details	

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

Signature of the Applicant/ Authorized representative





6										
7										

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

Signature of the Applicant/

Authorized representative

**DETAILS OF ONGOING PROJECTS (Current Commitments)**

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

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

Signature of the Applicant / Authorized representative



**KEY PERSONNEL REQUIRED FOR THE PROJECT**

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

Note:

- (a) A summary of the qualification, CV and work experience of each key staff, to be attached.  
 (b) In the case of Sr. No. 1, a Graduate Engineer with minimum 5 years' r e l e v a n t experience  
 (c) Minimum qualification for the above key personnel is Graduation degree in relevant field with 5 years relevant experience against Sr No 2. The above key personnel should be deployed for periodical visit during execution of work.

Signature of the Applicant or Authorized representative





**FINANCIAL STATUS****FORM – 'E'**  
PAGE 1 OF 1

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

Certified to be true by a Chartered Accountant

Signature & Seal of the Chartered Accountant with Address

Counter Signed by the  
Applicant /Authorized  
representative

Note:-

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

All such documents should reflect the financial position of the applicant or partner to a JV only and not sister or parent company

Historic financial statements submitted must be audited by a Chartered accountant

Historic financial statements must correspond to the accounting periods already completed and audited. No statements for partial periods will be accepted.

**(Letterhead of the Client)****FORM – 'F'**

PAGE 1 OF 1

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

**To**

**The Chief General Manager,  
Reserve Bank of India, -400001**

**Subject: CERTIFICATE REGARDING PERFORMANCE OF CONSULTANT**

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

**Annex D****LETTER OF UNDERTAKING**

**The Chief General Manager  
Premises & Estate Section,  
Circle Office, 5th floor,  
21, Camac Street, Kolkata - 700016**

**EOI & NOTICE FOR INVITATION OF DESIGN COMPETITION PROPOSALS FOR  
SELECTION AND ENGAGEMENT OF ARCHITECT FOR OUR PROPOSED  
BUILDING (UNDER CONSTRUCTION) AT NEWTOWN, RAJARHAT, KOLKATA.**

Dear Sir/Madam,

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

We have examined and clearly understood the scope of professional services to be rendered by us in respect of COMPREHENSIVE ARCHITECTURAL/INTERIOR DESIGN CONSULTANCY SERVICES FOR OUR PROPOSED BUILDING (UNDER CONSTRUCTION) AT NEWTOWN RAJARHAT KOLKATA. We have also taken into account all the information furnished by the Bank in this regard while submitting our proposal for your consideration.

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

While submitting this EOI, we certify that: -

1. We have adequate experience in providing professional services for Planning, Designing and Supervision of all activities and services pertaining to OUR PROPOSED BUILDING FOR LEARNING AND DEVELOPMENT CENTRE WITH HOSTEL, BANK BRANCH / OFFICE BUILDING AT NEWTOWN RAJARHAT, KOLKATA by the way of engaging contractor through tendering process for interior designing and execution of the proposed renovation work.
2. We are equipped with adequate technical expertise and Manpower to plan, design and supervise various activities pertaining to Civil, Plumbing, Electrical, Mechanical, HVAC, Acoustic Fire fighting, Access Control System, Security, BMS and all other services pertaining to the project.

3. We shall be fully responsible to support the contractor to carryout necessary liasioning, if any, at all levels with the respective Govt Departments/ local authorities to procure various mandatory municipal and other local authorities permissions applicable for the project, if required.
4. We further undertake that it will be our sole responsibility to support and assist to the contractor for smooth execution of work.
5. We understand that except approved professional fee, the Bank shall not be responsible for making any extra payment to us towards any of the professional and Liaison services pertaining to this project.
6. We also undertake that in case, we are unable (i) to deliver timely professional services in the project to deliver satisfactory pro-rata progress in the project, the Bank shall be at liberty to terminate our agreement and forfeit the PBG at any stage of the project by giving 30 days' notice and no compensation shall be claimed by us for the services rendered including compensation for the balance work.
7. Wherever, necessary, we undertake that we shall be engaging expert Architects/consultants to cater the requirement of specialized services for the project at our own cost within the professional fee approved by the Bank.
8. The undersigned is authorized to sign on behalf of the consultant and the necessary support document delegating this authority is enclosed to this letter.
9. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this EOI.
10. We confirm that the Price EOI pertaining to our Professional Fee for the project submitted by us have been arrived at without agreement with any other Firm/Architect of this EOI for the purpose of restricting competition.
11. The rate for Professional Fee quoted in the price EOI s are as per the EOI document and subsequent clarifications/ modifications / revisions furnished by the Bank, without any exception. Moreover, our Fee approved shall remain firm and fixed till completion of entire project and we shall not raise any claim for any escalation/enhancement in the approved fee structure for the reasons whatsoever.
12. The Professional Fee quoted by us have not been disclosed and will not be disclosed to any other Firms/Architects responding to this EOI.
13. We have not induced or attempted to induce any other Firms/Architects to submit or not to submit a EOI for restricting competition.
14. If our offer is accepted, we undertake to take up the proposed work immediately and will render our professional services as per the timeline specified in this document.
15. We agree that the Bank may split the scope of services in this proposed work to different agencies within its sole discretion. Under such an eventuality, we

- undertake to manage the work in full coordination with any of the agencies appointed/engaged by the Bank for the successful completion of the project.
16. We undertake that in competing for and (if the award is made to us) in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
  17. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the EOI process, or to any person, organization or third party related to the contract in exchange for any advantage in the EOI, evaluation, contracting and implementation of the contract.
  18. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the EOI process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of Firm/Architect from further EOI process.
  19. We certify that we have not made any changes in the contents of the EOI document read with its amendments/clarifications provided by the Bank submitted by us in our EOI document.
  20. It is further certified that the contents of our EOI are factually correct. We also undertake that in the event of any information / data / particulars proving to be incorrect at any stage, the Bank will have the right to terminate our services at any stage of the project without notice.
  21. We also understand that Bank reserves their right to Shortlist any number of Architectural firms for participating in the Techno-commercial competition and to accept any or to reject all the EOI s without assigning reason therefor.
  22. If our EOI is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and responsible for the due performance of the contract. However, until such formal contract is prepared and executed, this EOI, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Moreover, we shall not withhold our professional services in the project for execution such formal agreement.
  23. The name(s) of successful Firm/Architect to whom the contract is finally awarded after the completion of EOI process shall be displayed on the website of the Bank and/or communicated to the successful Firm/Architect(s).

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

Our Bankers are:

- i)
- ii)

The names of partners of our firm are:

- i) ii)

Name of the partner of the firm Authorized to sign Or

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

Yours faithfully,

Signature of Firm/Architect

Signature and addresses of Witnesses

- i)
- ii)

**Annex- E**

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

<b>Sr No</b>	<b>Stage</b>	<b>Deliverable / Milestone</b>	<b>Fees payable at Stage</b>	<b>Cumulative Fees paid</b>
1	Stage 1	On preparation of conceptual design and drawing including Interior's floor-wise	10%	10%
		On submission of preliminary cost on Area basis		
		On submission of revised conceptual design and drawing after incorporating suggestions given by the Bank and submission of preliminary drawing and sketches	10%	20%
2	Stage 2	On submission of preliminary design basis report (MEP, HVAC, Electrical)	5%	25%
		On submission of revised DBR incorporating suggestions given by the Bank and submission of Final Layout drawing	10%	35%
3	Stage 3	On preparation of tender documents, item wise cost estimate, rate analysis, detailed layout including all services	10%	45%
		On submission of revised tender documents, item wise cost estimate, rate analysis, detailed layout including all services (in	5%	50%



		soft copy) for invitation of tender		
		To assist the Bank in responding the queries of contractors for Prebid meeting, in selection of contractor for award of work	5%	55%
4	Stage 4	On submission of GFC and details required for commencement of work	10%	65%
		On completion of 20% work	5%	70%
		On completion of 40% work	5%	75%
		On completion of 60% work	5%	80%
		On completion of 80% work	5%	85%
		On virtual completion of work	5%	90%
5	Stage 5	Submission of As Built Drawings	10%	100%

Note:

1. The payment due to the Architect at different stages be computed on the following basis:

**At stages 1 to 2:** On preliminary estimated cost approved by the Bank.

**At stages 3:** On Accepted tender cost

**Final payable amount :** The total fee payable shall be on the basis of lesser of the following (a) the total cost of the work assigned to the contractor (b) the total cost of the work actually executed excluding escalation payable to the contractor.

2. The drawings/details/estimate are to be submitted by the Architect for each floor separately.