



Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai

**CANARA BANK**  
(A Government of India Undertaking)

**PREMISES & ESTATE SECTION,  
CIRCLE OFFICE MUMBAI,  
2<sup>nd</sup> FLOOR, B-WING, C-14, G BLOCK,  
BANDRA KURLA COMPLEX,  
MUMBAI - 400051**

**REQUEST FOR PROPOSAL (ONLINE TENDER) SELECTION OF ARCHITECT FOR  
REDEVELOPMENT OF PLOT NO 16 KASTUR PARK, BORIVALI WEST, MUMBAI – 400092.**

This document can also be downloaded from Bank's website [www.canarabank.com](http://www.canarabank.com)

**CANARA BANK**  
**INDEX OF TENDER DOCUMENT**

SI No.	Details	Page No.
1	Notice Inviting Offer ( NIO)	3
2	A – Eligibility criteria	5
3	B - Brief details of the work	7
4	C- General Rule & instructions to Applicants	7
5	D – Method of evaluation of Tender	12
6	E- Terms & Conditions of the Contract	14
7	F – Application format	25
8	Proforma – A - Details of relatives working in Bank	28
9	Proforma – B - Authorization letter	29
10	Proforma – C - Acceptance of terms& conditions	30
11	Proforma – D - Agreement format	31
12	Proforma – E - Financial Bid (1,2 & 3)	32
13	Proforma – F - Undertaking letter	34
14	Proforma – G - Declaration as per Bank’s format	35
15	Proforma – H – Pre Contract Integrity Pact	36

**NOTICE INVITING OFFERS (NIO)**

**SUBJECT: SELECTION OF ARCHITECT FOR REDEVELOPMENT OF PLOT NO. 16 KASTUR PARK- BORIVALI, MUMBAI.**

Canara Bank proposes to Select Architect for Re-Development of Kastur Park Borivali, Mumbai.

1. Nature of the document : SINGLE STAGE TWO BID CONCEPT

2. The offer document comprises of the following:

**A. TECHNICAL BID:**

- a) Eligibility criteria
- b) Brief details of the work
- c) General Rules & Instructions to the Applicants.
- d) Method of selection of Architect.
- e) Conditions of contract
- f) Application Format
- g) Proforma - A,B,C, D, F & G

**B.FINANCIAL BIDS - FEE STRUCTURE:** Financial bid for the proposed Architectural services in Proforma-E and to be submitted in a separate envelope.

Description	Details
RFP No. and Date	RFP-215/ARCHITECT/CO/2023-24 Date: 01.03.2024
Brief Description of the RFP	Selection of Architect for Re-Development of plot at Kastur Park Borivali, Mumbai.
Bank's Address for Communication	Assistant General Manager, PREMISES & ESTATE SECTION, CIRCLE OFFICE MUMBAI (CANARA BANK), 2nd FLOOR, B-WING, C-14, G BLOCK, BANDRA KURLA COMPLEX, MUMBAI – 400051
Date of Issue of RFP	Can be downloaded free of cost from Canara Bank's web site, <a href="https://canarabank.com/tenders">https://canarabank.com/tenders</a> as well as from e-Procurement portal <a href="http://www.gerpegov.com/CANARABANK">www.gerpegov.com/CANARABANK</a> Date: 01.03.2024
Earnest Money Deposit (Refundable)	Nil
Last Date and Time for Submission of Bids	22.03.2024 AT 3.00 pm

Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai	
Date, Time & Venue for opening of Technical Bid to Eligibility Criteria.	Tender Response to be submitted in online through the e-Procurement portal <a href="http://www.gerpegov.com/CANARABANK">www.gerpegov.com/CANARABANK</a>  <u>For any queries regarding submission of the tender kindly call or mail on the below mentioned details:</u>  E-mail ID: <a href="mailto:sushmitha.b@antaressystems.com">sushmitha.b@antaressystems.com</a> Mobile No. 8951944383
Date, Time & Venue of opening of Technical Bids	22.03.2024 AT 3.30 pm
Pre-bid Meeting Date & Time	Pre-bid meeting will be held as per following schedule –  11.03.2024 at 03.00 pm at Canara Bank Circle Office, Bandra (E), BKC Mumbai.  Pre bid queries should be submitted as per prescribed format, Pre-bid Queries to e-mail <a href="mailto:premisescomcity@canarabank.com">premisescomcity@canarabank.com</a> must reach us on or before 10.03.2024 by 03.00 pm.
Other Details	The bidders must fulfil the Pre-Qualification criteria for being eligible to bid. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on the Bank's corporate website <a href="http://canarabank.com/tenders">http://canarabank.com/tenders</a> No suggestions or queries shall be entertained after pre-bid meeting.

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

Place : Mumbai  
Date: 01.03.2024

Assistant General Manager  
Canara Bank,  
Circle Office, Mumbai  
Office.

### A. ELIGIBILITY CRITERIA

**SUBJECT:** Selection of Architect for Re-Development of plot at Kastur Park Borivali Mumbai.

Canara Bank, a body Corporate and a Premier Public Sector Bank established in the year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertaking Act 1970) having its Head Office at 112, J.C. Road Bengaluru – 560002 and among others, having General Administration Wing at Canara Bank Circle Office Mumbai at Plot No C-14, G Block, BKC, Bandra (East) Mumbai -400077. The Bank is having Pan India presence with 24 Circle Offices, 176 Regional Offices & about 9734 Branches situated across the states. Canara Bank Mumbai Circle Office proposes to carry out for Re-Development of plot at Kastur Park Borivali Mumbai.

Online two bids system (Technical Bid and Financial Bid) are invited for Selection Of Architect for Re-Development of plot at Kastur Park Borivali, Mumbai as described in this document. A Firm submitting the proposal in response to this RFP shall hereinafter be referred to as Bidder.

Interested Reputed firms/ Companies who meets the following Eligibility Criteria may respond.

S. No	Eligibility Criteria	Documents Required
01	The bidder should be a registered member with Council of Architecture (COA) or Indian Institute of Architects ( IIA )	Copy of valid registration certificate from Council of Architecture (COA) or Indian Institute of Architects ( IIA )
02	The bidder should have minimum of 5 years' experience in architectural services related to development of residential complexes. (Preferably Residential Societies)	Copies of work orders & related work completion certificates older than 5 years from the date of RFP from the institutions/ clients. Preference will be given to experience in Central/ State Government/ PSU / Banks/ corporate offices/ large scale private units.
03	The bidder should have rendered similar services at least during the last 5 years ending with 31.12.2023 as detailed below :  A) Atleast one (1) similar work –Project cost not less than Rs 20 Crores OR B) Atleast Two (2) similar works- Project cost not less than Rs 12.50 Crores each OR C) Atleast Three (3) similar works- Project cost not less than Rs 10 Crores each	Copies of work orders and satisfactory work completion certificates from the institutions/ clients clearly indicating the project cost & nature of work.

Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai

	<p>“SIMILAR WORKS” means Architectural services comprising Planning, Design and Supervision of development of residential complexes to any Central/ State Government / PSU / Banks/ corporate offices/ large scale private units.</p>	
05	<p>The bidder should not be blacklisted/barred/disqualified by any regulator/statutory body as on date of submission of bid.</p>	<p>Self-declaration to be submitted as per Bank’s prescribed format – Proforma G</p>
06	<p>The Bidder must have GST registration number and PAN number</p>	<p>Copies of the registration certificate and PAN card copy shall be enclosed.</p>
07	<p>The Bidder should have their representative/local branch office in Mumbai/Thane/Kalyan city for operational convenience.</p>	<p>Copy of representative/ local branch address along with document proof i.e lease agreement of the firm entered with landlord.</p>

## B. BRIEF DETAILS OF THE WORK

SN	Name of the work & Location	Approximate Area	
1.	PLOT NO 16 KASTUR PARK BORIVALI WEST, MUMBAI- 4000092	1341 Sq. Mtrs	Vacant Plot

## C. GENERAL RULES & INSTRUCTIONS TO THE BIDDERS

1. The documents consisting of Notice inviting the Offer, Eligibility criteria, General rules and instructions to Architects, Method of selection, conditions of contract, Application Format, Proforma - A,B,C,D,F & Financial bid in Proforma E can be downloaded in the Bank's website [www.canarabank.com](http://www.canarabank.com) & e-Procurement portal [www.gerpegov.com/CANARABANK](http://www.gerpegov.com/CANARABANK)

### 2. BIDDING PROCEDURE.

Nature of the document: **ONLINE TENDERING**

#### 2.1 Submission of Documents:

In addition to uploading the documents in the e-tendering portal, Bidder should also submit the following in email or hardcopy to the address notified in the Bid Schedule on or before the due date mentioned in Bid Schedule.

- Acknowledgement issued by e-tendering system for having received the bid through e-tendering system

This Tender document comprises of the following

#### 2.2. Contents of the bid.

**2.2.1 Contents of the Technical Bid:** The following documents are to be signed in all pages and scanned documents of the same to be uploaded in the **e-Procurement portal** [www.gerpegov.com/CANARABANK](http://www.gerpegov.com/CANARABANK)

- All pages of this RFP as downloaded from the website duly signed on all pages.
- Power of Attorney / authorization with the seal of the bidder's company / firm in the name of the person signing the RFP documents.
- Authorization letter for attending the bid opening as per **Annexure**.
- Earnest Money Deposit (EMD) in the prescribed form.
- Documents in support of all eligibility criteria.**
- All annexures available in the tender duly filled & signed on all pages should be uploaded

#### 2.2.2 Contents of the Financial Bid.

Financial bid for line item should be submitted in the e-Procurement portal [www.gerpegov.com/CANARABANK](http://www.gerpegov.com/CANARABANK)

**3. SUBMISSION AND OPENING OF TENDERS:**

- a) Tenders to be submitted only through online from the e-Procurement portal [www.gerpegov.com/CANARABANK](http://www.gerpegov.com/CANARABANK), for any queries regarding the submission of the tenders online the vendors can contact on the below mentioned details –

Official Mobile No	+91- 8951944383
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**Note: Tenders submitted through any other form will be rejected.**

- b) Date of submission of RFP: on or before 22.03.2024, 3:00 PM. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of NIO the next working day will be deemed to be the last day for submission of the offer. No offer will be accepted by any other mode.
4. The technical bid will be opened on 22.03.2024 at 3.30 PM through online in e-Procurement portal [www.gerpegov.com/CANARABANK](http://www.gerpegov.com/CANARABANK)
5. The date for opening of financial bid will be intimated subsequently only to such firms who comply and score qualifying points in the Eligibility criteria, Design competition, scrutiny of the technical details as a part of Technical evaluation. The shortlisted applicants are requested to participate during the opening of the financial bids.
6. Earnest Money Deposit: Nil
7. Offer shall be submitted on prescribed Form only ie as per documents issued/downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed in this document shall be liable for rejection. The applicant shall submit an under taking in proforma F stating that no changes, alterations are made in the offer documents issued by the Bank or downloaded from the website and same is submitted to the Bank.
8. The fees quoted shall be inclusive of all fees / charges payable to the associate architects, Income tax (TDS) but exclusive of Goods & Service tax, which shall be paid on production of proof of payment.
9. The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of a offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.



10. Offers which are incomplete in any respect are liable to be rejected.
11. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the Architects who resort to canvassing will be liable for rejection.
12. The applicant shall invariably furnish the list of his relatives if any working in the Canara Bank with their present place of posting in the Proforma A else mention NONE.
13. The applicant shall furnish the list of retired Government /PSU / Banks employees, employed by him with full details of their previous employment in Proforma A.
14. The offer shall remain open for acceptance for a period of 120 days from the date of opening. No offer can be modified or withdrawn by the Architect after submission of the Bid. If any Architect withdraws his offer before the said validity period or makes any modifications in the terms and conditions of the offer which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to take decision upto blacklisting the firm if any default in completion of the work.
15. The Architect or their authorized representatives with an authorization letter as per Proforma B, are requested to be present during the opening of the bids. This is optional. Bank will proceed with opening of the technical bids / financial bids on the stipulated date & time unless other wise modified with prior intimation to the Applicants.
16. It will be obligatory on the part of the Architect to tender and sign the offer documents for all the component parts.
17. The successful bidder shall execute the agreement on a stamp paper of appropriate value within 7 days from the date of acceptance of the offer, and until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the Architect and the Bank/ Employer.
18. On acceptance of the offer , the name of the accredited representative(s) of the Architect who would be responsible for taking instructions from the Bank / Employer shall be communicated to the Employer.
19. Conditional offers shall be summarily rejected.
20. The architect shall inspect the site to ascertain the site conditions, constraints and any other information required before making the offer.
21. During the course of technical evaluation if found necessary the Bank may seek supplementary price bids to bring the evaluation at par and any such price bids shall be prepared as stated in the tender and submitted in sealed envelopes

**Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai**

superscribing "Supplementary Price Bid for Selection Architect for Re-Development of Kastur Park Borivali, Mumbai" Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.

22. Voluntary submission of the supplementary price bid by the Architect/ Consultant/ tenderer shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer only. Any other un-related price variations furnished in supplementary price bids shall not be recognized and might be liable for rejections if undue information is furnished.

**23. Pre bid queries and clarification to Tender :**

The tenderer should carefully examine and understand the scope of works/ service, terms and conditions of the Tender and may seek clarifications, if required. The tenderer in all such cases seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender. The soft copy of the pre-bid queries should be sent by E-Mail to [premisescomcity@canarabank.com](mailto:premisescomcity@canarabank.com) and the pre-bid query should be in the following format:

Sl No	Page No	Tender Clause No	Tender Clause	Query

All communications regarding points requiring clarifications and any doubts shall also be given in writing to the Assistant General Manager, Canara Bank, Premises & Estate Section, Canara Bank, Circle Office, C-14, G Block, BKC, Mumbai – 400051 by the intending tenderers before 03:00 pm on 10.03.2024. No oral or individual consultation shall be entertained. No queries will be entertained from the tenderers after the pre-bid meeting.

**Pre-Bid meeting:**

A pre-bid meeting of the intending tenderers will be held as scheduled below to clarify any point /doubt raised by them in respect of this Tender document:

Date	Time	Venue
11.03.2024	03.00 PM	CIRCLE OFFICE MUMBAI

Bidders intending to participate in the pre bid meeting should send their request in this regard to the mail: [premisescomcity@canarabank.com](mailto:premisescomcity@canarabank.com) so that Bank can send the link for the meeting to the mail ID of the bidder.

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP,

the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested tenderers shall be present during the scheduled time.

The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Tender document and it will be binding on the tenderers.

Non-reply to the queries raised by any of the Tenderer shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any query may not be deemed the version of the Tenderer as reflected in the query has been accepted by the Bank.

#### **24. Amendment to Tender document :**

At any time prior to deadline for submission of Tender, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder may modify the Tender document by amendment. Notification of amendments will be made available on the Bank's website ([www.canarabank.com](http://www.canarabank.com)) and will be binding on all tenderers and no separate communication will be issued in this regard. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tender, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of tender.

#### **25. Digital Signature:**

For the purpose of participation in e tender, the intending bidders must have a valid digital signature, active e mail ID and PAN Number. Any intending bidders presently not having digital signature may procure it from any registering Authority (Certified by the Government of India) issuing of such signature.

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#### D. METHOD OF EVALUATION OF TENDER

**SUBJECT:** Selection of Architect for Re-Development of Plot at Kastur Park Borivali, Mumbai

- The technical bids of the applicants will be evaluated against the stipulated eligibility criteria of the Bank. Compliance of all the stipulated criteria is mandatory. Further evaluation & shortlisting will be carried by the following scoring method on the basis of details furnished by them. The minimum qualifying points shall be 70.

SN	Criteria	Maximum Points
a)	Experience in qualifying works during last 5 years	10
b)	Experience in works undertaken for Central/ state government/ PSU / Banks during last 5 years	10
C)	Schematic Design in 2D/ 3D with detail drawing with sketches/ colours combination with brief detail of materials to be used at proposed site.	30
c)	Evaluation on site visits of the qualifying works carried out by the Architect	20
d)	Organizational set up including staff strength, infrastructural facilities (Details to be attached) Consultant / Associated including in-house capabilities for various services (Details to be attached)	10
e)	Tentative Estimate for the Works	10
f)	Base at Mumbai _____	10
	TOTAL	100

- The short-listed bidders will have to give detailed presentation of their proposal i.e the Technical details (plans, elevations, perspective views /simulated 2D/ 3D images & salient features etc) along with detailed head wise estimation before the evaluation committee consisting of Top Management of the Bank at CO, Mumbai. Timeline for above task will be maximum 15 days from the date communication on shortlisting from Bank.
- The design includes the layout plan of the proposed Residential Block with all amenities (Parking, Lifts, Worker Quarters, STP, DG Set, Roof Top Solar, Guard Room etc), Elevation of the proposed buildings and Block estimate for the proposed Construction.
- The technical details submitted with the offer & Presentations from responding Architects will be evaluated and assessed by the Selection Committee of the Bank to rate their design on the basis of adherence to the Banks requirements, functional adequacy, efficiency of planning, aesthetics, speed of construction and cost effectiveness, economy as per the following scoring criteria:

Sl. No.	Criteria	Points
Design concept for the building work consisting of 3-D Images and drawings based on the below:		
a)	Design of Layout, Buildings, Optimum utility of space, Originality of the concept, Aesthetics and innovation	30
b)	Adoption of Green Building Concepts, Provision of Amenities for residents, Elevations/ Colour combinations suitable to Bank standards, Landscaping etc.	30
c)	Project tentative cost, Quality and Efficiency of design & Theme	10
d)	Speed and ease of execution of work	10
e)	Sustainability, ease and cost towards maintenance	20
Total Marks		100

- The Financial bids will be opened only in respect of bidders who have scored more than 70 points in evaluation of their technical details & design presentation on a pre-notified date & time.
- The merit rank and the fees quoted will be taken into account for the final selection of the bidder with weightage of 60% for the merit (ie technical details) and 40% for the Fee quoted. The weightage will be applied as per the example given below:

**Example:** Let us assume 3 participating Architects scoring more than 70 scoring points in the design competition (technical bid) and their quoted fee is as under:

Sl. No.	Description	Scoring points awarded by the Evaluation Committee	Fee quoted by the agency (Amount in lakhs of Rs. )
1	Architect A	85	3.5
2	Architect B	80	2.5
3	Architect C	75	3.0

The maximum scoring points i.e 85 scoring points will be given 100 percentage and percentage of the other Architects will be worked out on proportionate basis and thereafter weightage of 60% will be applied on marks so obtained. Similarly the minimum fee i.e Rs. 2.50 lakhs will be given 100 percentage and percentage of the other Architects will be worked out on proportionate basis and thereafter weightage of 40% will be applied on marks so obtained. The marks so obtained by all the Architects will be added and the Architect scoring maximum marks will be considered for appointment.

Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai

**Marks obtained by Architect A –  $(85 / 85) \times 60 + (2.50/3.50) \times 40 = 88.57$  marks**

**Marks obtained by Architect B –  $(80 / 85) \times 60 + (2.50/2.50) \times 40 = 96.47$  marks**

**Marks obtained by Architect C –  $(75 / 85) \times 60 + (2.50/3.00) \times 40 = 86.27$  marks**

As per the weightage, the Architect B gets the maximum over all marks and will be considered for appointment on the basis of overall marks.

6. The decision of the Bank in selection of the Architect shall be final and binding on the participating applicants.
  
7. All those Applicants who have submitted both their technical bids and financial bids and who are found eligible and qualified for financial bid opening (ie scoring 70 points are more in the Design Presentation) by the Technical bid evaluation committee will be paid a lump sum amount of ₹50,000/- (Rupees Fifty Thousand Only) as token of compensation for the services rendered. Soft copy of the design and presentation should be shared with Bank and Bank reserves the right over the same and may utilize it appropriately without taking consent of the bidder.

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## E. TERMS & CONDITIONS OF CONTRACT

- **SUBJECT:** SELECTION OF ARCHITECT FOR - REDEVELOPMENT OF PLOT NO. 16 KASTUR PARK, BORIVALI WEST, MUMBAI – 400092.

### 1. DEFINITIONS;

FOR the purpose of the agreement, the following words and expression shall have the meaning hereby assigned to them except where the context otherwise requires:-

- 'Approved' means approved by Bank's representative in writing including subsequent confirmation of previous approval and 'Approval' means approval by Bank's representative in writing as above said.
  - 'Bank' means the CANARA BANK which expression shall unless excluded by or repugnant to the context include its representative.
  - 'Bank's representative' means the Assistant General Manager, Canara Bank, P&E Section, Circle office Mumbai or any person authorised by him as in charge of the work and would sign the agreement on behalf of the CANARA BANK.
  - "Architect" means M/s. \_\_\_\_\_ or their assigns or successors in office and authorised representative.
  - "Project Management Consultant" means M/s. \_\_\_\_\_ or their assigns or successors in office and authorised representative engaged by the Bank for the supervising and managing the project .
  - "Contractor" means the person, firm and / or Company whose tender/tenders for \_\_\_\_\_ is/ are accepted by the Bank and includes the contractor's personal representative, successors and assigns.
- "Building/ Project" shall mean proposed Re-Development of Kastur Park Borivali Mumbai.
  - 'Site' means Kastur Park Borivali, Mumbai.
  - The successful ARCHITECT shall undertake the services by themselves except for the specialist / service associate consultant and shall not sublet or assign or transfer or sub contract any part of the services. No personnel employed by the ARCHITECT or associate consultant for the work will be liable for any sort of compensation or employment from the Bank.

## **5. SCOPE OF SERVICES:**

Canara Bank, Premises & Estate Section, Canara Bank, Circle Office, C-14, G Block, BKC, Mumbai – 400051 proposes to Select Architect for Re-Development of plot at Kastur Park Borivali, Mumbai. The scope of Architectural work shall include planning, elevations, sections and perspective along with computer generated 3-D image of the buildings, walkthrough, Architectural drawings, preparing preliminary as well as detailed working drawings, bill of quantities, Preliminary & detailed Estimates for the subject work. Architect is responsible for assisting the Bank in getting additional TDR for utilization in the above plot.

### **5.1 DUTIES/FUNCTIONS OF ARCHITECT**

- Ascertaining construction feasibility for the location, planning, preparation of elevations, sections and perspective along with computer generated 3D image of the building, walkthrough, Architectural drawings, preparing preliminary as well as detailed working drawings, bills of quantities, Preliminary & detailed estimated of the work.
- Further the responsibility of getting all statutory permissions & permissions from Local Municipal authorities like approval of plan, permission to start the works etc., before commencement shall be that of architect.
- Thereafter the project shall be handed over for construction management to CPWD/any other govt. dept. for construction management.
- During the construction of the project, Architect should take full responsibility to supervise the works and advice the Bank regarding quality of works, timely progress (fortnightly), rectifications to be taken etc. Architect is also responsible for submitting recommendations to Bank regarding payments to be released to the Agencies involved in the construction works.
- On completion of the works, Completion certificate, Occupancy Certificate etc., to be obtained by the Architect from the statutory authorities.

### **5.2 THE ARCHITECT SHOULD PROVIDE THE FOLLOWING:**

- a) Layout Plans, Building plans, Sections & Elevations, Structural Design & Drawings by ensuring Green building norms.
- b) All design and layouts for Building services comprising of Electrical, Plumbing, HVAC, Fire fighting, Surveillance etc.
- c) Obtaining Sanction of Plans as per prevailing bylaws.
- d) Detailed working drawings and Design Calculations
- e) Drawings showing calculations of quantity of each item
- f) Detailed bill of quantities
- g) Schedule of rates for all scheduled items
- h) Rate analysis for Non- scheduled items
- i) The specifications for the Non-scheduled items should also be detailed in the estimate.
- j) Safety measures etc.



**Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai**

- k) Any other services / systems as may be found necessary for functional requirement of the building.
- l) Tentative time plan for execution of the work incorporating all heads of the work & activities.
- m) Coordination and obtaining necessary permission from statutory/ local authorities, Fire department and any others, if required for commencement of work till occupancy.
- n) Structural stability certificate from certified structural engineer.
- o) Prepare RFP for purchase of additional TDR from the market and assist the Bank in finalizing the purchase of maximum TDR possible.**

Technical assessment of the project with a detailed Project report covering all aspects of the project.

The Architect should obtain approval of the Bank for the above and modify them if considered necessary by the Bank and/or if the cost exceeds the estimated cost shall be carried out by the Architect.

### **5.3 STATUTORY PERMISSIONS:**

The responsibility of getting all statutory permissions & permissions from Local Municipal authorities for commencement of work till occupancy shall be that of the Architect. This includes submission of drawings having various floor plans, elevations, sections, site map in required number of sets as per local byelaw requirements with necessary applications to all statutory authorities, coordinating with various agencies & authorities, obtaining necessary NOC's / clearances, getting clearance from Fire Departments and getting the plan approved from Municipal authorities and any other statutory authorities. Architect to advise the Bank on the type and permissible purchase of TDR to be used for the project.

### **5.4 EXECUTION STAGE:**

- a) Supply 4 sets of working drawings to the Bank and for use in construction. A soft copy shall also be submitted to Bank.
- b) Supply all details and drawings required for smooth execution of work in phases, if so required. Supply Architectural drawings, sketches specifications and details that may be required for proper execution of the work.
- c) Obtain approval of the Bank for any material deviation in designs or cost, due to changes in working drawings, schedule and specifications from the approved scheme.
- d) Visit the site of work, wherever necessary to clear any site details not concurring with the drawings or any other problems related to site calling for modifications in the drawings.
- e) Attend meeting at site during execution of works wherever necessary.

f) The scope of service and assignment described above for this stage is general but is not exhaustive i.e. does not mention all the incidental services required to be carried out for complete execution of the work. The services shall be provided, all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. All such incidental services/assignments thereof which are not mentioned herein but are necessary to complete the work shall be deemed to have been included in the rate quoted by the consultant. Nothing extra shall be payable beyond the rate quoted by the Architect.

### **5.5 COMPLETION STAGE:**

- (a) Certify the final completion of work
- (b) Advise Bank on changes, if necessary, for technical reasons.
- (c) Prepare 'as built' / completion drawing, including 1:100 scale plans, elevations and cross sections, services etc., indicating the details of the building, as completed, and supply 4 sets of completion drawings in A-1 size to the Bank and also hand over the originals of the completion drawings to the Bank. One soft copy of the completion drawings shall also be submitted. The changes, if any, during execution of work will be intimated by the Bank to the consultant for preparation of above drawings. Provide identification marks on service installation, cables, wires etc., for easy identification.

### **6. ARCHITECTURAL Service FEE:**

The Architect shall quote their fees for the professional services towards the Architectural fees & statutory approval charges in the Proforma-E (Financial Bid) of this Notice Inviting the Offers (NIO).

The fees payable to the Architect shall be in full discharge of functions to be performed by the Architect and no claim whatsoever against the Bank in respect of any proprietary right or copy right by the consultant or any other party will be entertained. The Architect shall indemnify and keep indemnified the Bank against all cost and expenses paid by the Bank in defending such claims.

Architect's fee is also inclusive of responsibilities of carrying out modifications, additions in approved designs and drawings, if any, required during execution of work due to site conditions or any other reason.

The fee quoted should include all these services and Bank shall pay only statutory payments to be made to the statutory/local authorities against demand from of such authorities or reimburse the same to the Architect on production of receipts paid in the name of the bank. The bank may make payments directly to the statutory authorities on demand or on production of receipts towards application fee, deposits and service

**Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai**

charges etc. issued by statutory authorities. The fees quoted should include all the above services and it shall also include all miscellaneous and incidental expenses to be incurred for getting approval, NOC's.

The fee quoted should include all the services detailed above and all miscellaneous, incidental expenses (like TA, DA, Halting etc) and compliance of the conditions detailed in this NIO. No extra amount is payable.

The quoted fee is inclusive of all statutory taxes except GST. Income tax as payable as per statutory orders / laws shall be deducted at source. TDS certificate shall be issued for such deductions.

All running / stage Payments made to Architect are on account and shall be adjusted against final fee payable. The running / stage payments will be calculated on the basis of the latest available estimates or accepted tendered cost. The final installment of the fees shall be adjusted on the basis of the actual cost of the works subject to the ceiling after deducting the previous payments. Payments due to Architect will be made within one month of submission of bills of the corresponding stage subject to satisfactory performance.

The Architect need to continue the services in case of any extension of term is granted to contractor during execution and the quoted fee shall cover services during such extensions.

**7. STAGES OF PAYMENT OF FEE:**

Stages of payment for the Architectural services are as detailed below:

Sl. No	Stage wise	Percentage of the total fee payable
01	On satisfactory completion of preliminary, sketch drawings and Budgetary cost estimates	20 %
02	On Completion of drawings and particulars for applications to be made to Local Municipal Authorities for approval and processing the same.	40%
03	On completion of detailed architectural working drawings and structural drawings for preparing detailed estimate of cost along with BOQ.	80 %
04	For making periodic visits for inspection and issue of working drawings as may be required during execution	90 %
05	Issue of completion certificate & other services as per clause 8.	100%
<b>Note: The above payment stages will be arrived and paid to the successful Architect as per Bank discretion on satisfactory completion of each stages.</b>		

8. **SECURITY DEPOSIT:** An amount equivalent to 5% of the total amount payable to the Architect shall be deducted progressively from each bill towards security deposit for fulfilling the terms of contract faithfully and honestly. The security deposit will be refunded after the completion of the guarantee period detailed under clause 17.

**9. ADDITIONS AND ALTERATIONS:**

- (i) The Bank shall have the right to request in writing changes, additions, modifications or deletions in the design and drawing of any part of the work and to request in writing additional work in connection there with and the Architect shall comply with such request provide necessary services for completion of such works.
- (ii) That if the Bank deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the Architect for making changes and additions to the drawings, specifications and other documents due to rendering major part of whole of his work in fructuous, the Architect may then be compensated for such extra services and expenses on quantum merit basis at percentages applicable under this agreement and to be determined mutually unless such changes, alteration are due to Architect own omission and / or discrepancies including changes under clause (7 & 8). The decision of the Bank shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Architect. However for the minor modification or alteration which does not affect the entire design, planning etc., no such amount will be payable.

**10. TIME SCHEDULE ::**

Commencement of work:: The commencement of services will be considered from 7<sup>th</sup> day after the date of issue of award letter to the Architect and the following works are to be carried out as per below time schedule:

- Initial detailed drawing within 15 days
- Revision in drawing, BOQ as per Bank requirements and detailed estimate for financial sanction- within 10 days.
- Detailed Drawings for submission to Municipal Authorities- 10 Days
- To Liaison and getting the drawings approved from Municipal Authorities-30 Days
- Tender Documents along with BOQ, Structural design and drawings and working drawings-15 days
- Architect should provide PERT Chart indicating various stages activity of proposed site.

11. **CONSULTANTS:** The Architect shall have in house consultants for structural design, Electrical, Plumbing, Fire fighting, HVAC works and the design should comply to Green building norms. Else the Architect should avail the services of reputed consultants in the respective field at no extra cost and should certify that the building design is in compliance with the latest Building norms, satisfying green building norms.

12. **LIQUIDATED DAMAGES:** The time allowed for carrying out the work as specified in clause 13, shall be deemed to be the essence of the contract on the part of the Architect. The work shall throughout the stipulated period of the contract be processed with all diligence and in the event of failure of the Architect to complete the work within time schedule as specified above or subsequently notified to him, the Architect shall pay as compensation amount equal to 0.5 (half) per cent or such smaller amount as the Bank may decide on the total fee payable for every week that the work remains unfinished after the specified date subject to a maximum of 10%.

13. **EXTENSION OF TIME:**

If the Architect's work is unavoidably hindered in carrying out the designs / drawings on account of delayed decision or the approval by the Bank which are necessary to carry out further work beyond the time specified under clause- 13 above, he shall be allowed suitable extension of time by Bank, whose decision shall be final and binding on the Architect. No claim of any kind shall be entertained from the Architect for such delayed approvals/decisions by the Bank, except request for suitable extension of time.

14. **GUARANTEE**

The architect shall agree to redesign at his cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of design skill shall be found to be defective within one year from the date of completion of the work. The Bank shall grant right of access to the Architect to these portions of the work claimed to be defective, for inspection.

The Bank may make good the loss by recovery from the dues/security deposits of the Architect in case of failure to comply with the above clause.

15. **RESTRICTION / SUSPENSION:** The Bank reserves the right of restricting the Architect's services at any stage and make other arrangements for continuing the balance services after withdrawing such services from him or suspend the work.

The Bank shall have the liberty to omit, postpone or not to execute any work and / or any item of work and the Architect shall not be entitled to any compensation or damages for such omission, postponement, or non- execution including whole of project of the work and / or any item of work, except the fees which have become payable to them for the services actually rendered by them.

16. **TERMINATION OR RECESSON OF AGREEMENT:**

The Bank without any prejudices to its right against the Architect in respect of any delay or deficient service by notice in writing absolutely determine the contract in any of the following cases;

1. If the Architect being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a Manager on behalf of the creditor shall be appointed or if circumstances shall arises which entitle

the court or the creditor to appoint a receiver or Manager or which entitles the court to make up a winding order.

2. If the Architect is not pursuing the project with due diligence within the time lines committed or commits breach of any of the terms of the agreement and when the Architect has made himself liable for action under any of the cases aforesaid the Bank shall have powers:
  - a. To determine or rescind the agreement
  - b. To engage another Architect to carry out the balance work debiting the Architect the excess amount if any so spent.

In the event of the termination of the agreement by the Bank the Architect shall not be entitled to any compensation or damages by reason of such termination, but only to the fees for the service actually rendered, which have been duly approved by the Bank. The decision of the Bank as regards the actual work/ service done and the amount of the fees due to the Architect on the basis of actual service /work done shall be final and binding on the Architect .The Bank shall be entitled to make use of all or any drawing(s), designs or other documents prepared by the Architect .

The Architect shall promptly notify the Bank of any change in the constitution of his firm. It shall be open to the Bank to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director. But until its termination by the Bank as foresaid, this contract agreement shall continue to be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance and for compliance of all the terms and condition of this contract agreement.

#### **17. ABANDONMENT OF WORK:**

That if the Architect abandons the work for any reasons whatsoever or becomes incapacitated from acting as aforesaid, the Bank may make full use of all or any of the drawings & details prepared by the Architect and that the Architect shall be liable to refund all the Excess fees paid to him up to that date plus such damages as may be assessed by the Bank subject to a maximum of 10% of the total fees payable to the Architect under this agreement. Further the Bank shall be entitled to make use of all or any drawing(s), designs or other documents prepared by the Architect.

Provided, however that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the Architect shall be liable only to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement for the services performed by him till the date of termination of agreement.

Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai

If the Architect closes their business or abandons the work or if this agreement is terminated as provided for in clause 19 hereinbefore, the Bank shall be entitled to make use of all or any drawing(s), designs or other documents prepared by the Architect.

## 18. ARBITRATION

That if any dispute, difference or question shall at any time arise between the parties in respect of the meaning or construction of this agreement, or covering anything therein contained or arising out of this agreement, or the validity of the enforcement thereof which cannot be settled mutually, shall within 30 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to sole arbitration by a person selected by the Architect out of the panel of three names supplied by the Bank and appointed by The General Manager, P&E Section, Canara Bank Mumbai Circle office within 30 days from such selection by the Architect.

The arbitration proceedings will be conducted in accordance with and be subject to the Indian Arbitration Act 1996 as amended from time to time and the decision of the arbitrator shall be final and binding on the parties.

The Arbitrator will have his seat at Mumbai or at such places in India as decided by the appointing authority. The Arbitrator may, with the written consent of the parties, extend time for making and publishing the award.

The Architect shall continue to perform his duties with diligence notwithstanding the fact that the dispute has been referred to Arbitration or any dispute or difference has arisen.

It is also the term of the agreement that if the Architect does not make any demand for arbitration in respect of any item in writing within 90 days of receiving intimation from the Bank that the final bill is ready for payment, the claim of the Architect will be deemed to have been waived and absolutely barred and the Bank shall be discharged and released of all liabilities under the agreement in respect of these claims.

## 19. OTHER CONDITIONS:

- a) The Bank may have the details & designs submitted by the architect inspected at any time by any officer nominated by the Bank / any external agency who shall be at liberty to examine the records check estimates, structural designs, drawings etc. The above inspections by bank, does not absolve the Architect of his responsibility. The Architect shall remain solely responsible for all the services rendered by him.
- b) The Bank or any officer nominated by Bank will have the liberty to meet Architect and / or his associate Consultants at mutually agreed meeting time and shall be at liberty to inspect and examine their records and designs in their office.
- c) The design shall be based on National code of practice and design norms, IS codes and other sound engineering practices. Two sets in hard copies, along with a soft copy, of

Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai

design Civil, Structural, Electrical and all other services shall be submitted to the Engineer-in-Charge for proof checking / vetting.

- d) Green building features shall also be incorporated in the design of the buildings .
- e) Architect shall ensure timely flow of working drawing / instructions. He shall ensure that there is no delay in the execution of work on account of supply of design, drawings and details.
- f) Architect shall interact with one or more proof consultants appointed by the Bank, hold discussions with the proof consultants, make necessary changes in the drawings as per mutual discussions and decision by the Bank and shall submit brief report covering major points of discussions to the Bank.
- g) Rendering every assistance, guidance and advice in general to the BANK on any matter concerning the technical aspects of the projects.
- h) The Architect will function as part of the team for the project. The Architect shall prepare design/drawings keeping in view the economy and aesthetic considerations.
- i) The Architect shall be fully responsible for all the services including the technical soundness of the designs and shall assume full responsibility for the design and furnish a certificate to that effect including for the services rendered by their associate consultants and specialist engaged, if any, by him and also ensure and give a certificate at every stage.
- j) The Architect hereby agrees that the fees to be paid as provided herein (clause 10) will be in full discharge of function to be performed by him and no claim whatsoever shall be against the Bank in respect of any proprietary rights or copy rights on the part of any other party relating to the plans and drawings. The Architect shall indemnify and keep indemnified the Bank against any such claims and against all cost and expenses paid by the Bank in defending itself against such claims.
- k) Notwithstanding the completion of the work as per Agreement entered hereto, the Architect agrees and undertakes the responsibility to suitably reply to the Bank's queries that may be raised by any authorised inspection agency of the Bank or the Government of India.
- l) Assist the Bank in arbitration, litigation case that may arise out of the contract entered into in respect of the above work with the contractors.
- m) In case it is established that due to fault of Project Architect or external agencies / consultant appointed by the Architect, if the Bank has to pay any extra amount due to over-run of the Project, or any other lapse on the part of project architect necessary recovery may be effected from the Project Architect/Consultant's fees as per provision of Section 73 of Indian Contract Act 1872 under section 30 of Architects Act 1972 (Central Act No.20 of 1972) and/or project Architect/Consultant may be debarred from



Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai

employment for specified period and/or black listed depending on gravity of the lapses on the Project Architect.

- n) If work carried out by the Project Architect or consultants appointed by Architect is found to be sub-standard or un-duly delayed on his account, the bank shall report to IBA and IBA in turn may inform all the member banks, after examining veracity of the Bank's version, not to deal with such Project Architect by way of punishment to him"

**F - APPLICATION FORMAT**

- 
1. (a) Name of the Applicant :  
Address :  
Telephone No. :  
Office :  
Residence :  
Mobile :  
Fax :  
E-Mail :
- (b) Address of Local office in :  
Mumbai
2. a) Status of the Firm(Whether company/  
Partnership / proprietary) :
- b) Name of the Proprietor/ Partners/ Directors  
(with professional qualifications, if any):
- I)  
II)  
III)
- c) Year of establishment :
3. Whether registered with Registrar of  
Companies/ firm. If so, No. & Date :
4. Registration with Tax Authorities :
- a) Income-tax No. PAN/GIR NO;  
(Furnish copies of Income-tax returns)
- b) Goods & Service Tax Regn Number :  
(Furnish the latest copies of the returns filed)
- c) Registration Number with Council of Architects:

Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai

5. Names of the Bankers with address :

I)

II)

6. Turnover of the Company/firm (Please attach copy of documents in support of the details).

(indicate only Professional fees and not cost of works)

Sl. No.	Year	Turnover
1	01.04.2019 to 31.03.2020	
2	01.04.2020 to 31.03.2021	
3	01.04.2021 to 31.03.2022	

7. Registration with Government / Public Sector / Banks / Corporates if any

NAME OF THE ORGANISATION	NATURE OF WORKS	VALUE OF WORKS	DATE OF REGISTRATION

8. Details of the works executed or in progress during the last 5 years ( please mention only such works of comparable nature)

Sl No.	Name of the qualifying work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Location of the work	Actual Value of the works

**Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai**

Note: Copies of client's satisfactory completion certificate shall be enclosed. Also, photo images, Videos, power point presentations of works handled, in soft copy form may be submitted.

9. . Key personnel permanently employed in your organization:

Sl No	Name	Qualifications	Experience	Particulars of work done	Employed in your firm since	Any other

10. Furnish the names of three responsible clients/ persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT NUMBERS

11. Furnish the details of AWARDS, CITATIONS etc received in recognition of your services in projects designed/ associated

YEAR	Name of the Award with details	Name of the organization from whom award was received	Name of the project for which such award was received

**DECLARATION**

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / Annexures.
3. I / We agree that the decision of CANARA BANK in selection will be final and binding to me / us.

Place : NAME & SIGNATURE OF THE ARCHITECT  
Date :

**PROFORMA – A**

1. Details List of relatives working in Canara bank;

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH

Name & Signature of Architect



Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai

**PROFORMA – B**

To,  
The Assistant General Manager  
PREMISES & ESTATE SECTION,  
CIRCLE OFFICE MUMBAI (CANARA BANK),  
2nd FLOOR, B-WING, C-14, G BLOCK,  
BANDRA KURLA COMPLEX,  
MUMBAI - 400051

**SUBJECT:** Selection of Architect for Re-Development of Kastur Park Borivali Mumbai

on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature of Representative

\_\_\_\_\_  
Signature of Authorizing Authority  
of the Architect

\_\_\_\_\_  
Signature of Attesting Authority

\_\_\_\_\_  
Name of Authorizing Authority  
of the Architect

PROFORMA – C

To,  
THE ASSISTANT GENERAL MANAGER  
PREMISES & ESTATE SECTION,  
CIRCLE OFFICE MUMBAI (CANARA BANK),  
2nd FLOOR, B-WING, C-14, G BLOCK,  
BANDRA KURLA COMPLEX,  
MUMBAI - 400051

**SUBJECT:** Selection of Architect for Re-Development of plot at Kastur Park Borivali,  
Mumbai.

*:: CONFIRMATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS::*

I/We have read and examined the Notice Inviting offer and all its components the draft agreement to be entered with the Bank and understood all other relevant particulars.

I/We are fully qualified to provide the professional Architectural / consultancy services to the said work and have understood the scope of services, terms and conditions, Bank's time schedule. We are agreeable to extend our Architectural / consultancy services for the subject project and the professional charges have been conveyed separately in "Financial-bid in Proforma-E" furnished.

I/We fully understand that you are not bound to accept the lowest or any offer you may receive.

I/We agree that until a regular agreement is executed, this document with the Bank written acceptance thereof shall constitute a binding contract between us.

DATE:

Signature of the Architect.

*(Please submit this acceptance letter in your letter head with technical bid.)*

**PROFORMA-D  
AGREEMENT WITH THE ARCHITECT**

Memorandum of agreement, made at \_\_\_\_\_ this \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year \_\_\_\_\_ between CANARA BANK having its Head Office, 112 J C Road, Bengaluru - 560 002 amongst others .....represented by its duly constituted attorney (hereinafter referred to as Bank) which expression shall unless excluded by or repugnant to the context be deemed to include their successors, and assigns in office) of the one part and M/s. \_\_\_\_\_ Architect, having its office at \_\_\_\_\_ (hereinafter referred to as the Architect) which expression shall unless excluded by or repugnant to the context, be deemed to include their successors and assigns) of the other part.

WHEREAS the Bank is desirous of undertaking Selection of Architect for Re-Development of Kastur Park Borivali, Mumbai in accordance with the general requirements, and whereas the Architect have agreed to perform the services as set out and subject to the terms and conditions set forth in the said "Conditions of contract " herein under.

NOW, these present witnesseth and it is hereby agreed and delivered by between the parties hereto as follows:

THE Bank appoints the Architect and the Architect accepts the work on a clear understanding that the Architect shall not be an employee of Bank for any reason whatsoever including for the reason of his appointment by virtue of this agreement and on the terms and conditions ( ie Conditions of Agreement) set-forth as stated in the foregoing, which shall form part and parcel of the agreement.

IN witness whereof, the parties hereunto have set their hands and seals the day and year first above written.

For and on behalf of

For and on behalf of the

M/s. \_\_\_\_\_

CANARA BANK

In the presence of :

1.

2.



**PROFORMA – E**  
**“FINANCIAL BID – FEE STRUCTURE”**

To,  
THE ASSISTANT GENERAL MANAGER  
PREMISES & ESTATE SECTION,  
CIRCLE OFFICE MUMBAI (CANARA BANK),  
2nd FLOOR, B-WING, C-14, G BLOCK,  
BANDRA KURLA COMPLEX,  
MUMBAI - 400051

**SUBJECT:** Selection of Architect for Re-Development of plot at Kastur Park, Borivali, Mumbai

This is with reference to your Notice Inviting offers for selection of Consultant for the above mentioned works project.

I/We have read and understood the Notice inviting offer (NIO) and its contents. I/We also understand that Bank reserves its right to accept or reject any or all the offers partially or wholly.

I/We are fully qualified to provide Architectural/ consultancy services for the said work and agree with all the contents of this NIO ie Eligibility Criteria, brief details of work, scope of services, General rules& instructions to the applicants, Method of selection of Consultant, Terms & Conditions of the contract. Accordingly, we are agreeable to extend our services for the subject work as per the terms & conditions of this NIO on the following fees:

1. Consultancy fees for the Architectural and other services as per clause 5, 7, 8 of the “Terms & Conditions of Contract”:

Fee in figures: %..... of Block estimate/ Actual cost of works which ever less.

& in words: .....

2. Consultancy fees for obtaining the statutory permissions services as per clause (6) for works as per clause (5) of the Terms & Conditions of Contract:

Fee in figures: Rs .....

& in words: .....

The above fee is exclusive of GST which is payable extra by the Bank.

I/We agree that the TDS as payable to statutory authorities will be deducted from the above quoted fees.



Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai

I/We fully understand that you are not bound to accept the lowest or any offer you may receive.

I/We agree that until a regular agreement is executed, this document with the Bank written acceptance thereof shall constitute a binding contract between us.

Date:

Signature of the Architect

Place:

( submit this financial bid in a separate sealed envelope)

**PROFORMA - F (UNDERTAKING LETTER)**

To,  
The Deputy General Manager  
PREMISES & ESTATE SECTION,  
CIRCLE OFFICE MUMBAI (CANARA BANK),  
2nd FLOOR, B-WING, C-14, G BLOCK,  
BANDRA KURLA COMPLEX,  
MUMBAI - 400051

**SUBJECT:** Selection of Architect for Re-Development of plot at Kastur Park, Borivali,  
Mumbai

Dear Sir,

This has reference to your above Notice inviting the offer (NIO) published in your banks web site and NIC web site .

We hereby state that we M/s \_\_\_\_\_ have submitted the above offer documents duly filling at the appropriate places without making any alterations , corrections , omissions in the offer issued by the bank or downloaded from the web site.

Signature & Name of the Applicant



Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai

**PROFORMA - G**

**(DECLARATION TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)**

**RFP-215/ARCHITECT/CO/2023-24 Dt : 01.03.2024**

I / We hereby declare that I / We have not been blacklisted, banned or delisted or debarred by any Government, Quasi Government Agencies, Public Sector Undertakings or Private Companies anywhere, anytime.

Should it be observed anytime during currency of the bidding process or during execution of the work that I / We have been banned, delisted or debarred by any of the above Agencies, then I / We agree for termination of the contract forthwith and also agree for forfeiture of our Earnest Money Deposit and Security cum Performance Deposit, if any, by Canara Bank, without any recourse.

Dated:

Signature & Name of the Bidder with seal

**PROFORMA - H**

**PRE CONTRACT INTEGRITY PACT FORMAT(to be submitted by all participants / bidders)**

PRE CONTRACT INTEGRITY PACT

Between

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_ day of the month 2024, between, CANARA BANK hereinafter referred to as "The Principal", a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, BENGALURU 560 002,with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri \_\_\_\_\_, (Designation of the officer) representing \_\_\_\_\_, of the BUYER, of the FIRST PART

AND

M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer/Authorised Signatory (hereinafter called the "The Bidder/ Seller/ Contractor/ Service Provider", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

The Principal intends to award, under laid down organizational procedures, contract/s for .The Principal values full compliance with all relevant laws 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 principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- 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 process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains 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 actions.

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

**Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai**

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- 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.
  - 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.
  - 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.
  - The Bidder(s)/ Contractor(s) will, when presenting their 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.
  - 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 offences outlined above or be an accessory to such offences.

**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 their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as below -

(1) Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. However, the proceedings with the other BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) would continue.
- To forfeitfully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE

Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai

PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

- e) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
- f) To cancel all or any other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- g) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- h) To recover all sums paid in violation of this Pact by BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
- i) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, the same shall not be opened.
- j) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- k) The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER 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 BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.

(2) The BUYER will be entitled to take all or any of the actions mentioned as per above clause - 1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), 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.

(3) The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/ SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/ SELLER / CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE can approach the Independent External Monitor (s) appointed for the purpose of this pact.

#### 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.

Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai

- (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 mentioned in section 3, clause - 1a to 1k).

**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 and Contractors.
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**

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/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director, CANARA BANK.
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/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(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 the Managing Director, CANARA BANK and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the



Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai

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/she 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 Managing Director, CANARA BANK 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 Managing Director, CANARA BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director, CANARA BANK has not, within the reasonable time taken visible action to proceed against such offence 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 the Managing Director, CANARA BANK.

#### 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. \_\_\_\_\_.
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. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal)  
(Office Seal)

Place:

Date :

(For & On behalf of Bidder/ Contractor)  
(Office Seal)



Selection of Architect for Redevelopment works at Canara Bank owned Building at Plot No 16 Kastur Park, Borivali, Mumbai

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)