बेटी बचाओ
बेटी पढ़ाओ

भारतीय रिजर्व बैंक
संपदा कक्ष, रायपुर

ई-निविदा आमंत्रण सूचना
(केवल ई-खरीद के माध्यम से)

भारतीय रिज़र्व बैंक, संपदा कक्ष, रायपुर 1 करोड़ रुपये से अधिक और 5 करोड़ रुपये तक के कार्यों के लिए बैंक की सूचीबद्ध (इम्पैनल्ड) आर्किटेक्ट फर्मों से केंद्रीय सार्वजनिक खरीद पोर्टल (CPPP) के माध्यम से उपर्युक्त कार्य के लिए ई-निविदा (e-tender) आमंत्रित करता है।

2. कार्य की अनुमानित लागत, जिसके लिए कार्य के पर्यवेक्षण (सुपरविजन) सहित व्यापक वास्तुकला सेवाओं (Architectural Services) के लिए निविदा आमंत्रित की गई है, ₹3.58 करोड़ है। ई-निविदा केंद्रीय सार्वजनिक खरीद पोर्टल (https://www.etenders.gov.in) के माध्यम से की जाएगी।

3. निविदा प्रक्रिया में भाग लेने के लिए सभी इच्छुक पात्र सूचीबद्ध (इम्पैनल्ड) आर्किटेक्ट्स को उपरोक्त वेबसाइट के माध्यम से सीपीपी पोर्टल (CPP Portal) पर खुद को पंजीकृत (रजिस्टर) करना होगा।

निविदा के लिए अनुसूची (SOT) निम्नलिखित है

a. e-टेंडर संख्या	RBI/RRO/EST/26-27/2
b. कार्य का नाम	आरबीआई रायपुर, सेक्टर 24, नवा रायपुर-492101 में कार्यकारी क्षेत्र के पुनर्निर्माण के कार्य के लिए व्यापक वास्तुकला सेवाएं
c. अनुमानित लागत	₹10.56 लाख
d. निविदा का तरीका	ई-खरीद प्रणाली (ऑनलाइन भाग I – तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली सीपीपी पोर्टल https://etenders.gov.in के माध्यम से)
e. NIT की पक्षों के लिए डाउनलोड करने के लिए उपलब्ध तिथि	28 अक्टूबर 2026, 11:00 बजे से
f. ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ई-निविदा शुरू करने की तिथि	02 नवंबर 2026, 11:00 बजे से

g. प्री-बिड बैठक	30 अक्टूबर 2026 को 11:00 बजे ऑफलाइन, भारतीय रिजर्व बैंक, संपदा कक्ष (I-फ्लोर), सेक्टर 24 अटल नगर, महाप्रबंधक (प्रभारी अधिकारी) कार्यालय, रायपुर–492101.
h. प्रतिधारित धन जमा (RMD)	प्रत्येक बिल से 5%
i. प्रदर्शन बैंक गारंटी	सफल निविदाकर्ता को अनुबंध मूल्य के 5% के बराबर मूल्य के बैंक गारंटी के रूप में प्रदर्शन बैंक गारंटी (PBG) निर्धारित प्रारूप में जमा करना होगा, जो कार्य पूर्ण होने की निर्धारित तिथि तक एवं उसके अतिरिक्त 3 महीने तक वैध रहेगी। यदि कार्य पूर्ण होने के समय में विस्तार होता है, तो परियोजना वास्तुकार को प्रदर्शन बैंक गारंटी (PBG) की वैधता बढ़ाकर विस्तारित समय तक कवर करना होगा।
j. तकनीकी-वाणिज्यिक बोली एवं मूल्य बोली के लिए ऑनलाइन ई-टेंडर के बंद होने की तिथि	07 नवंबर, 2026, 17:00 बजे
k. भाग-I (अर्थात् तकनीकी-वाणिज्यिक बोली) खोलने की तिथि एवं समय	09 नवंबर, 2026, 11:00 बजे, भारतीय रिजर्व बैंक, संपदा कक्ष, आरबीआई रायपुर, सेक्टर 24, नवा रायपुर-492101
l. भाग-II (अर्थात् मूल्य बोली) खोलने की तिथि एवं समय	भाग II अर्थात् मूल्य बोली खोलने की तिथि अलग से सूचित की जाएगी
m. अनुबंध समझौते पर हस्ताक्षर करने की अवधि	पुरस्कार पत्र जारी होने के 14 कैलेंडर दिनों के भीतर
n. आरंभ तिथि	पुरस्कार पत्र जारी होने के 14 कैलेंडर दिनों के भीतर
o. लिक्विडेटेड डैमेज	देरी के लिए प्रति सप्ताह परामर्श शुल्क का 0.25% अधिकतम परामर्श शुल्क के 10% तक।
p. इस टेंडर से संबंधित संचार के लिए पता	महाप्रबंधक (प्रभारी अधिकारी), भारतीय रिजर्व बैंक, संपदा कक्ष, आरबीआई रायपुर, सेक्टर 24, नवा रायपुर-492101
q. प्रस्ताव की वैधता	भाग I खोलने की तिथि से 3 महीने

4. बैंक न्यूनतम बोली स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार रखता है। बैंक को बिना किसी कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार भी है।

5. भविष्य में यदि निविदा में कोई संशोधन / सुधार जारी किया जाता है, तो वह केवल RBI वेबसाइट और उपरोक्त दिए गए CPP पोर्टल पर सूचित किया जाएगा और अखबार में प्रकाशित नहीं किया जाएगा।

6. यह सूचना केवल जानकारी के लिए प्रकाशित की जा रही है और इस सीमित निविदा में बोली लगाने के लिए एक खुला आमंत्रण नहीं है। इस निविदा में भाग लेना केवल आमंत्रण पर ही संभव है और

खरीददार संस्था के चयनित सूचीबद्ध ठेकेदारों तक सीमित है। अनुरोधित प्रस्तावों को अनदेखा किया जा सकता है। हालांकि, भविष्य में ऐसी निविदाओं में भाग लेना चाहने वाले ठेकेदार RBI के साथ प्रक्रिया के अनुसार सूचीबद्ध होने के लिए आवेदन कर सकते हैं।

महाप्रबंधक (प्रभारी अधिकारी)
रायपुर क्षेत्रीय कार्यालय
भारतीय रिजर्व बैंक

RESERVE BANK OF INDIA
ESTATE CELL,
RAIPUR

Comprehensive architectural services for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur- 492101

Reserve Bank of India, Raipur invites two-part tender by **e-tender** mode from the Bank's empaneled architects in Category III for the works between ₹1 Crore to ₹5 Crores for the captioned work. Estimated Cost of the work for which tender has been invited for comprehensive Architectural Services including Supervision of work is ₹3.58 Crores. The tendering would be done through **Central Public Procurement Portal** (CPPP) (https://etenders.gov.in). All interested eligible empaneled contractors must register with CPPP through the above-mentioned website to participate in the tendering process.

Evaluation will be made based on QCBS.

This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected Procuring Entity's enlisted contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with RBI as per procedure.

SCHEDULE OF TENDER (SOT)

a. Name of work	Comprehensive architectural services for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur- 492101
b. e-Tender no	RBI/RRO/EST/26-27/2
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://etenders.gov.in)
d. Tender Value (Estimate Cost)	₹10.56 Lakhs (inclusive of GST)
e. Tender Fees	No Tender Fees
f. EMD	Nil
g. Date of NIT available to parties to download (View Tender Time)	October 28, 2026, 11:00 Hrs. onwards
h. Pre-Bid Meeting	October 30, 2026, at 11:00 Hrs.
i. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	November 02, 2026, from 11:00 Hrs.
l. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	17:00 Hrs. on November 07, 2026
m. Date & time of opening of Part-I (Techno-Commercial Bid) The date and time of opening of Part-II (Price Bid)	11:00 Hrs. on November 09, 2026, at Reserve Bank of India, Raipur Regional Office, Sector 24, Nava Raipur-492101 The date and time of opening of Part-II (Price Bid) shall be intimated to the eligible vendors subsequently.
n. Name of officers regarding any clarification on this tender /forwarding the detail of EMD etc.	Name: Ankit V Shukla Email: ankitshukla@rbi.org.in Mobile Number: 8655506855 Name: Saurabh Verma Email: saurabhverma1@rbi.org.in Mobile Number: 8871019574

2. The Bank is not bound to accept the lowest Tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason therefor.

3. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and CPPP Website as given above and will not be published in the newspaper.

General Manager (O-I-C),
Reserve Bank of India
Raipur

DISCLAIMER

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

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

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

INDEX

S. No.	Major Heading / Particulars	Page No.
1	Schedule of Tender (SOT)	2
2	Disclaimer	4
3	Notice Inviting e-tender / Schedule of e-tender	7
4	Part I — Techno-Commercial Bid	9
5	Important Instructions for E-procurement	10
6	Brief About the Project	11
7	Section I — Letter of Offer	13
8	Section II — Terms & Conditions	15
9	Scope Of Work	15
10	Services To Be Rendered by The Architect/ Consultant	16
11	Payment Terms/ Fees	18
12	Time Schedule (Appendix): Schedule of Activities with Time Frame	18
13	Liquidated Damages	19
14	Recovery Of Retention Money	19
15	General Design Obligations	19
16	Architect/ Consultant's Warranty of Design	19
17	Technical Standards and Regulations	20
18	Ownership Of the Designs and Drawings	20
19	Right To Modify the Design	21
20	Design Error	21
21	Persons In the Service of Others	21
22	Labour Laws	21
23	Authorized Representatives for Correspondence	21
24	Change Of Address	21
25	Correspondence	22
26	Validity	22
27	Non-Disclosure Clause	22
28	Prevention Of Sexual Harassment at Workplaces	22
29	Integrity Clause	23
30	Termination Of Contract/ Agreement	23
31	Visit To Site	24
32	Settlement Of Dispute by Arbitration	24
33	Jurisdiction	26
34	Transfer Of Interest	26
35	Contract Agreement	26

S. No.	Major Heading / Particulars	Page No.
36	Section 3 — Design Competition and Evaluation	27
37	Annexure I — Time Schedule	31
38	Annexure II — Performance Bank Guarantee	32
39	Annexure III — Professional Indemnity Bond	34
40	Annexure IV — Financial Bid	36
41	Annexure V — Letter of Submission	37
42	Annexure VI — Format of Agreement	39
43	Annexure VII — Compliance to Rule 144(xi) of GFR 2017	52

Notice Inviting e-tender / Schedule of e-tender

Comprehensive architectural services for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur- 492101

Reserve Bank of India, Estate Cell, Raipur invites e-tender for the captioned work through Central Public Procurement Portal (CPPP) from the Bank's Empaneled Architect Firms for works above Rs. 1 Crore and up to Rs.5 Crore.

2. Estimated Cost of the work for which tender has been invited for comprehensive Architectural Services including Supervision of work is ₹3.58 Crore. The e-tendering would be done through the Central Public Procurement Portal (https://www.etenders.gov.in).

3. All interested eligible empaneled Architects must register themselves with CPP Portal through the above-mentioned website to participate in the tendering process. Schedule of tender for the same is as follows:

a. e-Tender no	RBI/RRO/EST/26-27/2
b. Name of work	Comprehensive architectural services for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur-492101
c. Estimated cost	₹10.56 Lakhs
d. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through (https://etenders.gov.in)
e. Date of NIT available to parties to download (View Tender Time)	October 28, 2026, 11:00 Hrs. onwards
f. Date of Starting of e-Tender for submission of on line Techno- Commercial Bid and price Bid	November 02, 2026, 11:00 Hrs. onwards
g. Pre-Bid meeting	Offline on October 29, 2026, at 11:00 Hrs.at the Office of the General Manager (Officer-in-Charge), Reserve Bank of India, Estate Cell (I-Floor), Sector 24 Atal Nagar, Raipur – 492101.
h. Retention Money Deposit	5% from each bill
i. Performance Bank Guarantee	Successful tenderer shall submit Performance Bank Guarantee in the form of Bank Guarantee for a value equal to 5% of the total Contract value in the prescribed format which shall be valid till the stipulated

	date of completion of work plus 3 months. In case the time for completion of work gets extension, the Project Architect shall get the validity of the Performance Bank Guarantee (PBG) extended to cover such extended time for completion of work.
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	November 07, 2026, at 17:00 Hrs.
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	November 09, 2026, at 11:00 Hrs.at Reserve Bank of India, Estate Cell at RBI Raipur, Sector 24, Nava Raipur- 492101
l. Date & time of opening of Part-II (i.e. Price Bid)	Date of opening of Part II i.e. price bid shall be informed separately
m. Period for signing of Contract Agreement	14 calendar days from issue of Letter of Award
n. Commencement Date	14 calendar days from issue of Letter of Award
o. Liquidated Damages	0.25% of the consultancy charges per week for the delay subject to maximum 10% of the consultancy charges.
p. Address for communication in connection with this tender	General Manager (Officer-in-Charge), Reserve Bank of India, Estate cell, at RBI Raipur, Sector 24, Nava Raipur- 492101
q. Validity of the offer	3 months from the date of opening of part I

4. The Bank is not bound to accept the lowest Tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason therefor.

5. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and CPP portal as given above and will not be published in the newspaper.

6. This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected Procuring Entity's enlisted contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with RBI as per procedure.

General Manager (Officer-in-Charge)

Reserve Bank of India

Raipur

RESERVE BANK OF INDIA

ESTATE CELL

RAIPUR

Part-I (Techno-Commercial bid)

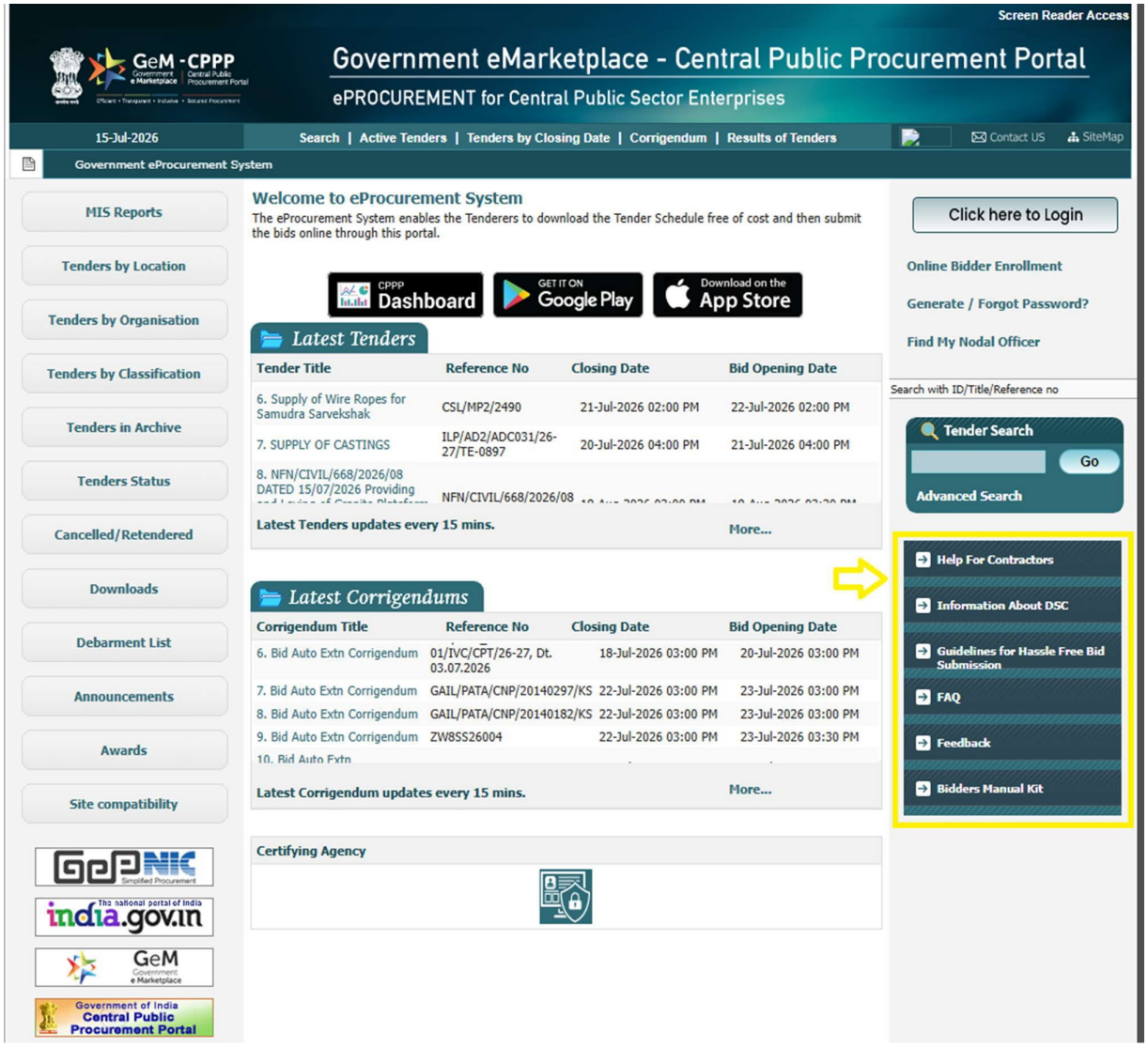
e-Tender

For

Comprehensive architectural services for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur-492101

Important instructions for E-procurement

This tender is published on the Central Public Procurement Portal (CPPP) and can be accessed at https://etenders.gov.in. Unregistered bidders must complete their registration on the portal to participate in the bidding process. Step-by-step user manuals and guides are available on the homepage of the portal; bidders can locate them by following the visual highlighted in the screenshot below.



Important Note:

In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each items given in the un-priced bill of quantities given in Part-I of the tender.

Date: Signature and seal of the Tenderer

Place: Name and address

Phone/Mobile no. e-mail

Brief About the Project

Reserve Bank of India, Raipur intends to appoint Architect/ Consultant for providing comprehensive architectural services for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur- 492101. Estimated cost of work is ₹3.58 Crore only including taxes. Approximate area to be taken up for renovation is approx. 750 Sqm i.e. 8070 Sqft (Refer the floor plan enclosed). The details of infrastructures to be provided in the area after renovation are as under:

i. Board Meeting Room of 40 seating capacity with video conference arrangement,
ii. Governor cabin with attached toilet,
iii. Executive assistant to Governor's cabin,
iv. Two (2) Executive Rooms
v. Executive Dining Lounge (45-50 participants) for executives and
vi. Executive Waiting Area (subject to feasibility)

The terms & conditions and detailed scope of work to be taken up for the Architect/ Consultant is attached herewith as **Annexure-I**.

The applicants may visit the site, study the site plan furnished, examine the existing layout and obtain all the details required for preparation of conceptual design at their own cost. The broad scope of work includes:

i. Civil/ Interior works including flooring, carpeting, wall paneling, acoustics, false ceiling, partitions, fittings/fixtures etc.
ii. SITC of electrical installations
iii. SITC of security gadgets, public address, communication and firefighting system.
iv. SITC of air conditioners and ducting
v. Floor trunking /structural cabling
vi. Provisioning of work tables for working staff
vii. Procurement of furniture, dead stock articles etc.

The design shall be in strict conformity with the prevailing local bye-laws, environmental clearance and regulations and any other applicable statutory requirements. Architect/ Consultant shall prepare various options of conceptual Design with detailed calculation and specification, to enable the Bank to choose the best design. They shall prepare and submit the following to the Bank (this list is only indicative, for details please refer **Section II**):

a. Design Philosophy
b. Conceptual Design
c. Complete set of design drawings of final option chosen, all Sectional details etc.
d. Drawings for other allied works (service system), if any
e. Detailed estimate of cost with analysis of rates
f. Approved makes/ models & tender drawings
g. Internal & External finishing concepts, and,
h. 3D walk through
i. Any other relevant parameter.

The information is not intended to be exhaustive. Consultant are required to make their own inquiries. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisor. The conceptual Design has to be certified by Architect/ Consultant stating that the same is in conformity with all the present local bye-laws and is implementable.

The design of floor interior shall be in conformation to the guidelines of the statutory bodies, for the respective areas etc.

- National Building Code, National Electric Code, Relevant IS codes and also the local bye-laws & statutory requirements are to be followed.
- Necessary provision shall be made for suitable and statutory firefighting installations.
- Once the design has been chosen, finishes of areas shall be finalized in consultation with the Bank and in consonance with the requirements of the Bank.
- Provision shall be made for the use of green building materials such as low VOC paints, water efficient fittings, low energy materials in interiors etc.
- Architect/Firms to render Architectural/interior design Consultancy Services for the proposed work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur-492101.

Section I

Letter of Offer

To

General Manager (Officer-in-Charge) Place:

Reserve Bank of India Date:

Estate Cell

Raipur

Dear Sir,

Comprehensive architectural services for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur-492101

I/We have read and understood the instructions and the terms and conditions contained in the application form and in the format of agreement and agree to abide by all the terms and conditions. I/We have visited and examined the site of the works specified in the said memorandum having acquired the requisite information. I/We hereby offer to execute the works specified in the said memorandum, within the time specified in the said memorandum, at the rates mentioned in the attached letter and in all respects with terms & conditions attached herewith as Annexure-I, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Comprehensive architectural services for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur- 492101
(b)	Time schedule	As per Clause 3 (Section II)
(c)	Mode of payment	As per Clause 6 (Section II)
(d)	Liquidated Damage	As per Clause 4 (Section II)

2. Should this application be accepted, I/we hereby agree to abide by and fulfill all the Terms and Conditions and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained together with the written acceptance of the Contract.

4. I/We understand that you reserve the right to accept or reject this application in full or in part without assigning any reason therefore.

Dated this _____ day of _____ 2026.

For and on behalf of M/s _____

_____

(Signature with seal)

Name _____

Designation _____

License/ Registration no. _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with _____

Name, address and date _____

_____

(2) Signature with _____

Name, address and date _____

_____

Section II

Comprehensive architectural services for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur-492101

Terms & Conditions

1. SCOPE OF WORK

i. Studying the existing setup, understanding the department's requirements, designing & planning complete interiors office setup adopting the latest technology, with minimum alterations to the existing infrastructure, to the requirements and satisfaction of the Bank.

ii. Taking site measurements and preparing the layout of the entire floor and/or modifying the existing layout available with the Bank, as per Bank's requirement. Layout plan available with the Bank shall be provided to the successful architect.

iii. Conducting joint meetings with the user department along with Estate Cell, Raipur officials for preparing preliminary and final layout of the floor.

iv. Designing and planning the layout for civil, electrical, electro-mechanical, wiring, fire alarm system, public address system, fittings / fixtures/ gadgets, HVAC services etc, in consultation with Bank's Officials and submission of required information/documents (plans, elevation, sections, technical details, calculations etc.).

v. Preparation of **precise** Bill of Quantities (BOQ), cost estimate and rate analysis along with quantities for all the interior works like cabin partitions, work stations, compactors, toilets, class rooms, etc. including all aspects (interior, civil, electrical, HVAC) for tendering purposes in compliance with National Building Codes and Fire Safety norms.

vi. Preparation of complete design, proper detailing, GFC drawings (in PDF and AutoCAD) and 3D presentation and recommending finishes and specifications of material and bringing the samples of all required materials for approval by competent authority.

vii. Making changes in the drawings and designs as per site conditions and departmental requirements if needed.

viii. Visiting the site and attending site meetings as and when directed by Banks' officials during planning and execution of works till all works are finished.

ix. All scope of work/ service which is necessary to complete the renovation work shall be included in the contract including issuing completion certificate along with as-built drawings (AutoCAD and PDF), after completion of the renovation work.

x. Selection of samples of materials used for final finish, light fittings, internal finishes, dining table, chairs, furniture, painting, curtains/blinds etc,

xi. Obtaining permissions from statutory bodies for conversions of dry to wet areas or vice-versa or any other modifications, if required.

xii. Prepare and submit detailed project concept design and 3D walk through of the floor.

xiii. To design and prepare working drawings and Schedule of Quantity along with estimated rates for each item of works supported by rate analysis along with quotations of supplier/

dealers of materials, in conformation to various statutory guidelines such as National Building Code, National Electric Code, Relevant IS codes and also the local bye-laws & statutory requirements.

xiv. **Revision of drawings etc. till final approval by the Bank**.

xv. Attending the pre-bid meeting, if any.

xvi. Issuing required number of drawings to the contractor and Bank for execution of work at site.

xvii. **To visit the work site whenever required**.

xviii. To give comments/ observations on the work during his visits to site, if required.

xix. After completion of work, issuing of **three sets** of 'As Built' drawings to the Bank in hard copy and soft copy.

xx. To attend to all other services connected with the work normally rendered by the Architect/ Consultant.

xxi. **To submit required drawing to the local authority and obtain approval, wherever required.**

2. SERVICES TO BE RENDERED BY THE ARCHITECT/ CONSULTANT

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

a. The Architect/ Consultant shall, with the prior approval of the Bank and within the fees quoted, engage the services of well qualified specialists or consultants pertaining to the following service, if required:

(i) Architectural, Interior & Structural

(ii) HVAC / electromechanical

(iii) Any other services if specified by the Bank in connection with the said work, etc.

The fees of these Specialists/ consultants appointed under this clause shall be paid by the Architect/ Consultant, who shall also be responsible for all the work, action, and omissions of such specialists/ consultants.

b. The Architect/ Consultant shall submit the design philosophy adopted and concept for the new design along with detailed area calculation and specification. Architect/ Consultant shall prepare various options of design to enable the Bank to choose the best design. Architect/ Consultant shall explain the complete design and philosophy and concept to the Bank and receive instructions from the Bank for making necessary modifications.

c. The Architect/ Consultant shall prepare and submit complete set of design drawings of final option chosen and approved by Bank complete with model of the scheme as per the bank's requirement adopting/ incorporating its corporate concept/ theme fully. Prepare and submit detailed project reports on the chosen option of Design including appropriate Estimate of costs (BOQ) for the works based on prevailing market rates.

d. The Architect/ Consultant shall also make a presentation (power Point as well as Hard Copy) of the proposed scheme for the approval of the Bank and proceed with detailed execution drawings and tender document after getting the written approval from the Bank.

e. After approval of the scheme, the Architect/ Consultant shall prepare detailed Drawings and Specifications, if any, and submit the same for the approval of the Bank.

f. The Architect/ Consultant shall ensure and confirm that the designs are in line with established practices and latest codes of practices. It shall also be ensured by the Architect/ Consultant that the existing live loads / additional load due to renovation are not exceeding the designed load.

g. Upon receipt of final approval of drawings from the Bank, prepare the required drawings for submitting to the Local Municipal / Statutory Authorities to obtain their approval of Construction, if required and facilitate to obtain approval for it. The Architect/ Consultant or his authorized representative shall be present at the office of Statutory Institutions and he/ she shall sign all the documents and registers where ever required. The Bank's representative shall also sign the documents at designated spots/ columns

h. The Architect/ Consultant shall facilitate to obtain approval from the concerned statutory authorities or any other agency as and when required.

i. Upon award of the work, the Architect/ Consultant shall issue four sets of Construction drawings meant for the Bank, Architect/ Consultant in addition to a copy to their own Supervision Team.

j. The Architect/ Consultant shall exercise all reasonable skill, care and diligence of duties to be performed by them and shall exercise such superintendence and inspection in regard to the said work as may be necessary to ensure that the work is being executed in accordance with the drawings, specifications in the tender and that the work is free from defects and deficiencies.

k. Architect/ Consultant shall scrupulously follow the CVC Guidelines/ CTEO's Instructions on all their services to the Bank as it is binding on them. For any query / clarification required by the CVC/ External Auditor, the Architect/ Consultant shall reply/ clarify to them to the extent of their satisfaction.

l. The Architect/ Consultant shall not make any deviation, alteration or omission from the approved design without the written consent of the Bank.

m. The Architect/ Consultant shall, on the completion of the work, supply to the Bank free of cost three copies of scaled (1:8) as built drawings and also a set of soft copy of each of the drawings.

n. After completion of the work and other ancillary items of work and taking into account all the above mentioned-details, a Certificate of Completion of the work shall be furnished by the Architect/ Consultant that the work is completed as per specifications.

o. The Architect/ Consultant shall furnish such information / data regarding their constitution / business/Book of Accounts etc., as may be required by the Bank or in terms of any law or any requirement thereof by Government/statutory authorities.

p. The Architect/ Consultant shall depute only qualified & experienced personnel acceptable to the Bank (a Graduate in Architect/ Consultant) to represent him for interacting with the Officials of the Bank. The Architect/ Consultant shall employ personnel who would be expected to be professional and courteous in their speech and behavior with the Bank's officers / staff and the Contractor. In case of any complaint in this regard made by the Bank, take such corrective action as may be necessary including substitution/change of person or persons against whom such complaint may arise, to the satisfaction of the Bank.

q. The Architect/ Consultant shall render his services within the time frame given in Appendix of this agreement.

r. The Architect/ Consultant shall provide any other services not specifically enumerated above but shall be required for performing above services as per the scope of work without any extra payment.

s. Any service rendered by the Architect/ Consultant that is not covered in this document shall be charged extra at a mutually agreed fee prior to execution.

3. PAYMENT TERMS/ FEES

The Bank will pay the Architect/ Consultant fees for professional services enumerated above as quoted by the Architect/ Consultant in the manner as indicated below:

(i) One half of the fees for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur- 492101 payable after submission of final drawings, specifications and BOQ.

(ii) The balance half of the fees for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur- 492101after closing of accounts and submission by Architect/ Consultant of completion documents comprising three sets of drawings and soft copies showing the final layout of the system with complete set of installation duly certified by the Architect/ Consultant and obtaining the required permission / approval from any statutory body, as required.

(iii) Payment will be made after adjusting the payment made so as to ensure that the total payment does not exceed the total fees due to the Architect/ Consultant. In case, it is found that the payment made by the Bank under sub-clause (i) to (ii) above, have exceeded the total fees to be paid, then the excess amount will have to be refunded by the Architect/ Consultant to the Bank. No claim in respect of transportation/ travel charges for any additional visit for site meeting, conflict resolution etc. shall be entertained by the Employer.

(iv) Payment under sub clause (i) to (ii) above will be made after adjusting for the retention money in accordance with clause 6.

4. TIME SCHEDULE (Appendix): Schedule of Activities with Time Frame

Sl. No.	Item Description	Time Frame
1.	Agreement	Within the 3 days from date of work order.
2.	To design the entire sketch/scheme and submission/ presentation of scheme to the Bank	7 days from the issue of work order.

3.	Revising the above scheme as per Bank's requirement/ instruction	3 days from the date of Bank's instruction.
4.	Submission of final Drawings	Within 5 days of approval of concept drawings.
5.	Progress Review	Fortnightly basis
6.	Identification of Defects and Issuance of Notice for Rectification of Defects	Immediate
7.	Issuance of Completion Certificate	Within 10 days of virtual completion of work.

5. LIQUIDATED DAMAGES

In case of any delay in completing the works beyond the specified duration including authorized time Extension, Liquidated Damages to the tune of 0.25% of the Contract Value (i.e. total consultancy fees) per week shall be deducted from the fee payable subject to a maximum of 10% of the total fee payable. If the Architect/ Consultant is not able to complete the task mentioned in the scope of work in specific time lines, the penalty will be imposed accordingly.

6. RECOVERY OF RETENTION MONEY

A recovery of retention money @ 5% from payments shall be made against the entire professional fees bill for security against non-fulfillment of contractual obligations.
After completion of the work/services, the Retention money shall be released.

7. GENERAL DESIGN OBLIGATIONS

The Architect/ Consultant shall be deemed to have scrutinized the Bank's Requirements (including design criteria and calculations, if any). The Architect/ Consultant shall be responsible for the design of the Works and for the accuracy of such Bank's Requirements (including design criteria and calculations).

A. Architect/ Consultant's Warranty of Design

The Architect/ Consultant' proposal should meet the requirements of all statutory authorities at Raipur.

a. The Architect/ Consultant shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the Architect/ Consultant' proposal.

b. The Architect/ Consultant warrant that the Architect/ Consultant' Proposals meet the Bank's Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the bank's Requirements or any part thereof due to the fault of Architect/ Consultant, the Architect/ Consultant' Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Architect/ Consultant' own cost.

c. The Architect/ Consultant shall indemnify the Bank against any damage, expense, liability, loss or claim, which the Bank might incur, sustain or be subject to arising from any breach of the Architect/ Consultant's design responsibility and/or **warranty set** out in this Clause.

d. The Architect/ Consultant shall design the Works in accordance with the Contract. When completed, the Works shall be fit for the purposes for which the Works are intended as defined in the Contract. The Architect/ Consultant shall provide the Architect/ Consultant's Documents specified in the Contract and all Architect/ Consultant's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, supervision of Architect/ Consultant scope of works, completion and remedying of defects. The Works shall include any work which is necessary to satisfy the Bank's Requirements, design as well as procurement, testing, installation, commissioning etc. or is implied by the Contract, and all works, which are necessary for stability or for the completion, or safe and proper operation, of the Works. The Architect/ Consultant shall always receive instructions from the Bank and carry out the same in connection with the entire work.

e. The Architect/ Consultant further specify and is deemed to have checked and accepted full responsibility for the Architect/ Consultant' Proposal and warrants absolutely that the same meets the Bank's Requirements:

i. Notwithstanding that such design may be or have been prepared, developed or issued by the Bank, any of Architect/ Consultant's Architect/ Consultant, his sub Architect/ Consultant and/or his qualified personnel/persons or cause to be prepared, developed or issued by others.

ii. Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person.

iii. Notwithstanding that the same have been accepted by the Engineer

The Architect/ Consultant shall be fully responsible for the Design, Materials, and goods, workmanship, preparing, developing and coordinating all design Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Bank's requirements.

B. Technical Standards and Regulations

The design, the Architect/ Consultant's Documents, the execution and the completed Works shall comply with the technical standards, building, construction and environmental Laws in force in India, Laws applicable to the product being produced from the Works, and other standards specified in the Bank's Requirements, applicable to the Works, or defined by the applicable Laws. Where suitable Indian standards are not applicable, relevant international standards with the prior approval of the Engineer may be referred to.

C. Ownership of the Designs and Drawings

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

D. Right to modify the design

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

E. Design Error

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

F. Persons in the Service of Others

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

G. Labour laws

The Architect/ Consultant shall ensure to comply with all the relevant labour Laws applicable to the Architect/ Consultant' Personnel, including Laws relating to labour employment, minimum wages, their health, safety, welfare, immigration and emigration, and shall ensure to allow them all their legal rights applicable in India. The Architect/ Consultant shall ensure that Architect/ Consultant obey all applicable Laws, including those concerning safety at work.

H. Upon release of the initial payment (Bill no. 1) to the Architect/ Consultant, copy right of all drawings along with its design concept and philosophy of the scheme prepared by the Architect/ Consultant and submitted to the bank shall be the property of the Bank and the Bank may use it for its benefits if so desire. Thereafter, the Architect/ Consultant shall not have any right on the design prepared by him.

I. Authorized Representatives for correspondence

Unless mentioned elsewhere in this agreement for any other purposes, the authorized representative of the Bank shall be In-charge of Estate Cell for the purposes of all correspondences with the Architect/ Consultant. Authorized representative of the Architect/ Consultant shall be ----------for the purposes of all correspondence with the Bank.

J. Change of Address

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

K. Correspondence

All correspondence or instructions shall be in English/ Hindi, in writing, delivered by Email, hand or post.

L. Validity

This agreement shall remain valid beyond the date for completion of the works as mentioned elsewhere in the contract for the fulfillment of the obligations under the contract unless the contract is terminated.

8. NON-DISCLOSURE CLAUSE

The Architect/ Consultant shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/ systems/ equipment etc., which may come to the possession or knowledge of the Architect/ Consultant during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Architect/ Consultant 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/ Consultant shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the pervious written consent of the Bank. The Architect/ Consultant shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Architect/ Consultant and the Bank shall be entitled to claim damages and pursue legal remedies.

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

9. PREVENTION OF SEXUAL HARASSMENT AT WORK PLACES

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

b) Any complaint of sexual harassment from any aggrieved employee of the Architect/ Consultant against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.

c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Architect/ Consultant, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the contractor is proved. The Architect/ Consultant shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

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

10. INTEGRITY CLAUSE

Promise on the part of the Bank not to seek or accept any benefit, which is not legally available. Bank to treat the Architect/ Consultant with equity and reason. Architect/ Consultant not to pass any information provided by Bank as part of business relationship to others and not to commit any offence under PC/ IPC Act. Architect/ Consultant to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgression with any other company that may impinge on the anticorruption principle. Architect/ Consultant to disclose their foreign principals or associates.

11. TERMINATION OF CONTRACT/ AGREEMENT

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

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

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

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

(iii) If the Architect/ Consultant fail to adhere to the written instructions of the Bank's Engineer/ Bank's any other authorized officials, the Bank shall be entitled to terminate this agreement and entrust the work to some other Architect/ Consultant.

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

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

f) Notice to Correct- If the Architect/ Consultant fails to carry out any obligation under the Contract, the Bank may, by notice, require the Architect/ Consultant to make good the failure and to remedy it within time specified in the said notice. If the Architect/ Consultant fails to rectify and or

perform the obligations under this contract within the specified period in the notice then the Bank shall, at the expiry of the period, terminate the Contract at its sole discretion.

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

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

12. VISIT TO SITE

The Architect/ Consultant or their representative shall visit the site as per the site requirement during execution of the work. **The fees quoted should include all type of expenses towards these visits like travelling expense, boarding and lodging expenses. The Architect/ Consultant or their representative must take up minimum mandatory 6-7 visits for the entire project duration.**

13. SETTLEMENT OF DISPUTE BY ARBITRATION

Dispute To Be Referred To And Settled By Bank's Engineer At The First Place- Should any dispute or difference of any kind whatsoever arise between the Bank and the Architect/ Consultant, touching, in connection with, or arising out of the Contract, or subject matter thereof, or the execution of Works, whether, during the progress of Works or after their completion and whether before or after termination, abandonment or breach of Contract, except the excepted matters referred herein above or elsewhere in the agreement, it should, in the first place, be referred to the General Manager (Officer-in-Charge), Reserve Bank of India, Raipur, within 14 (Fourteen) days of such occurrence. The General Manager (Officer-in-Charge), Reserve Bank of India Raipur, within a period of 14 (Fourteen) days after being requested in writing by the Architect/ Consultant to do so, give written notice of his decision. The General Manager (Officer-in-Charge), Reserve Bank of India Raipur, while considering the matters of dispute referred to him, shall be competent to call for any records, vouchers, information and enforce the attendance of the parties either in person or through authorized representatives, to sort out or clarify any issue, resolve the differences and to assist him to decide the matters referred to him. Subject to arbitration, as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Bank and the Architect/ Consultant and shall forthwith be given effect to by the Bank and by the Architect/ Consultant, who

shall proceed with the execution of Works with all due diligence irrespective of whether any of the parties goes in or desires to go in for arbitration. If the General Manager (Officer-in-Charge), Reserve Bank of India Raipur, has given written notice of his decision to the Bank's Engineer and the Architect/ Consultant and no intimation of reference of any claim to arbitration has been sent to him by the Architect/ Consultant within a period of Fourteen days from receipt of such notice, the said decision of the General Manager (Officer-in-Charge), Reserve Bank of India Raipur, shall remain final and binding upon the Bank and the Architect/ Consultant and the same shall be deemed to have been accepted by them. The Bank or the Architect/ Consultant shall not seek any arbitration thereafter. In case of any dispute regarding any extra item/ variation rate, the General Manager (Officer-in-Charge), Reserve Bank of India Raipur, decision shall be final and binding on the Architect/ Consultant without open for arbitration or dispute resolution.

Referring of Dispute for Arbitration

If the General Manager (Officer-in-Charge), Reserve Bank of India Raipur, shall fail to give notice of his decision, as aforesaid, within a period of 14 days after being requested or if either the Bank or the Architect/ Consultant be dissatisfied with any such decision of the General Manager (Officer-in-Charge), Reserve Bank of India Raipur, then the matter in dispute shall be referred to arbitration as herein provided.

Arbitration

If any dispute, difference or question shall remain unacceptable to either of the parties at any time within 14 days from the date of decision by the Chief General Manager, Premises Department of the Bank as to the construction of this agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding except the matters referred to in Para (d) under Termination of contract, herein before, the same shall be referred to the arbitration under the provisions of Arbitration and Conciliation Act 1996 or any statutory modification thereof and the decisions of the arbitrator / panel of arbitrators shall be final and binding on both the parties. It is hereby provided that the Arbitrators so appointed shall make his / their award within six months from the date of the Arbitrators entering upon the references.

Limitation of Time

No dispute shall be referred to Arbitration after expiry of 14 days from the date of receipt of decision by the General Manager (Officer-in-Charge), Reserve Bank of India Raipur, if notified, or from the date when the General Manager (Officer-in-Charge), Reserve Bank of India Raipur, ought to have given his decision in case of failure on the part of the General Manager (Officer-in-Charge), Reserve Bank of India Raipur, to give notice of decision.

No Suspension of Work

Notwithstanding the reference to arbitration, the obligations of the Bank, the Engineer and the Architect/ Consultant shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates

on account of arbitration and payments to the Architect/ Consultant shall continue to be made in terms of the Contract.

14. JURISDICTION

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Raipur and only Courts in Raipur shall have jurisdiction to determine the same.

15. TRANSFER OF INTEREST

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

16. CONTRACT AGREEMENT

After acceptance of bid a formal contract agreement shall be executed on a non-judicial stamp paper of ₹100/- (Rupees One Hundred only), the cost of the same shall be borne by the Architect/ Consultant and is to be issued in name of Firm/Company of Architect/ Consultant. No payment shall be made unless agreement is signed.

Place:

Date: Signature of Architect with seal

Architect License/ Registration no.:

SECTION 3: DESIGN COMPETITION AND EVALUATION

3.1 GENERAL

The evaluation will be based on **Combined Quality-Cum-Cost Base System (QCBS**). The technical bid will have a weightage of 70% and commercial bid will have a weightage of 30% to arrive at composite scores. The Applicant with highest composite scores shall be declared as the L1 Applicant i.e. successful Applicant and will be engaged as Project Architect.

3.2 BID PARTICULARS

Application of the Applicant/Bidder/Consultant shall include the following:

5.1.1 Technical Bid

5.1.2 Financial bid (Format at ANNEXURE VI)

Both the bids should be submitted in separate sealed covers.

3.3 TECHNICAL BID

Technical bid shall consist of the following:

3.1.1Signed copy of the RFP (the applicant shall not change any conditions and shall not add any conditions in the RFP)

3.1.2 Letter of submission duly filled and signed.

3.1.3 The Design Scheme shall be prepared keeping in mind the evaluation criteria defined in SECTION 3:

3.1.4 The applicant shall submit a Preliminary Project Report covering at least the following detail:

(i) Understanding and comprehension of the work involved.

(ii) Comparison of Bank' requirement in Architect brief in RFP vis-à-vis the provisions in the Design scheme.

(iii) The approach and methodology proposed for designing and executing the works covered in the scope of work.

(iv) Unique features of the design and the construction technology proposed to be used for the Project and any other special information as deemed relevant by the Applicant in support of the Bid.

(v) Basic architectural concept and drawings of the Project. The housing complex concept and layout containing the following in detail:

(a) Space requirements / programme,

(b) Area calculation shall include Carpet and Built-Up Area of individual units, Balcony Area, Wall area, Carpet and Built-Up Area of common area and Total Carpet and Built-Up Area. This shall also include area measurement as per local byelaws, FSI/coverage/compliance to other statutory requirements (including that of fire / MoEF if required, local byelaws etc.)

(c) Sections and elevations, Architectural Plan of Floors and Typical Floors, Sections & elevations, Furniture layout. Plans are to be prepared as per local byelaws with provision of future expansion, if any.

(d) Standards and specifications being followed in the design and for materials to be used in a consolidated tabular form.

(e) Typical Plan, Elevation and Sectional Details of all finishing details such as Doors, Windows, Wardrobes, Kitchen and Modular platform unit, Toilet and wash basin counter, mirror and modular unit, bookshelf and modular unit in Living Room, Crockery Wall unit in Dining Room, Balcony Handrail etc

(f) Design concepts/ consideration along preliminary design / Typical drawings for plumbing, rain water and sanitary, Services plans related to electrical, lift, plumbing and sanitary etc. Buildings services and other facilities

(g) 3D presentation to substantiate conceptual design and all details furnished in the technical package

(h) Expected timelines for the completion of the project since award of the Comprehensive Consultancy work which shall include timelines for various activities of comprehensive consultancy job, engagement of contractor/s for execution, various milestones of execution etc. i.e., break up of overall project timelines from date of engagement of Project Architect to taking over of the completed project by the Bank.

Note: Final timelines for entire comprehensive architectural consultancy services, phases and time schedule for phases will be worked out by the Bank in consultation with Project Architect based on the timelines provided by the various applicants and the same will be incorporated in the Agreement (ANNEXURE VI) to be executed with the Project Architect on award of work

3.2 FINANCIAL BID

Financial bid as per the format at ANNEXURE IV shall be submitted in in CPPP portal.

3.2 .1 PRESENTATION /DESIGN COMPETITION AND ITS EVALUATION

3.2.2 SCHEDULE

The date of presentation shall be notified by the RBI. The date of presentation shall be 07 days after intimation and or as given in the intimation letter. No request for extension of date of presentation shall be entertained. The presentation along with Preliminary Project Report will be evaluated as per the following criteria:

3.2.3 CRITERIA

The committee shall evaluate the presentation based on the following criteria:

S.No.	Criteria	Marks
1	Design concept, spatial planning & finish intent	25
2	Services integration, detailing & deliverable quality	20
3	Lead Architect / Principal Designer — design judgement	25
4	Supporting experts & named-person commitment	20
5	Knowledge transfer, coordination & handover	10
	Total (out of 100)	

The Applicant securing at least 60% marks will qualify for opening of financial bid.

3.3 FINANCIAL EVALUATION

3.3.1 METHOD

The evaluation will be based on Combined Quality-Cum-Cost Base System (CQCCBS). The technical bid will have a weightage of 70% and financial bid will have a weightage of 30% to arrive at composite scores. The Applicant with the highest composite score shall be declare as L1 i.e. successful Applicant.

The overall grading of the Applicant shall be calculated as under:

$$Technical\ Score\ (TS) = \frac{0.70\ x\ (Marks\ obtained\ in\ Presentation\ evaluation)}{Highest\ Mark\ obtained\ in\ Presentation\ evaluation} \times 100$$

$$Financial\ Score\ (FS) = \frac{0.30\ x\ Quote\ by\ the\ Lowest\ Bidder}{Quote\ by\ the\ Bidder} \times 100$$

$$Composite\ Score\ (S) = Technical\ Score\ (TS) + Financial\ Score\ (FS)$$

WORKED EXAMPLE

In this worked example, Applicant A (T1, L3) gets the project, because Applicant B (T2, L2) and Applicant C (T3, L1) both don't add up.

Applicant	**Presentation Marks**	**Technical Score**	**Weighted Technical Score**	**Financial Quote of the Applicant**	**Financial Score**	**Weighted Financial Score**	**Composite Score**
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=(4)+(7)
A	90	100	100 x	3	2/3 x 100	66.67x0.3	90

			0.70 = 70		=66.67	= 20	
B	80	80/90x100= 88.88 = 89 (round off)	89 x 0.70 = 62.3= 63	2.5	2/2.5 x 100 = 80	80x0.3 =24	87
C	60	60 / 90 x100 =66.66 =67 (round off)	67 x 0.70 = 46.9 = 47	2	100	100x0.3 =30	77

3.3.2 APPROVAL CRITERIA

The Applicant with the highest composite score shall be declared as H1 i.e., Successful Applicant.

Even though any applicant may satisfy the above requirements, he would be liable to disqualification if he has:

(a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.

(b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

The employer reserves the right, without being liable for any damages or obligation to inform the applicant to:

(a) Amend the scope and value of contract.

(b) Reject any or all the applications without assigning any reason.

Any effort on the part of the applicant or his agent to exercise influence or to pressurize the employer would result in rejection of his application to qualify. Canvassing of any kind is prohibited.

Note: The technical bid and design scheme selected (that of successful Applicant / Project Architect) shall be the founding document for further development of the drawings.

ANNEXURE I

TIME SCHEDULE (Appendix): Schedule of Activities with Time Frame

Sl. No.	Item Description	Time Frame
1.	Agreement	Within the 3 days from date of work order.
2.	To design the entire sketch/scheme and submission/ presentation of scheme to the Bank	7 days from the issue of work order.
3.	Revising the above scheme as per Bank's requirement/ instruction	3 days from the date of Bank's instruction.
4.	Submission of final Drawings	Within 5 days of approval of concept drawings.
5.	Progress Review	Fortnightly basis
6.	Identification of Defects and Issuance of Notice for Rectification of Defects	Immediate
7.	Issuance of Completion Certificate	Within 10 days of virtual completion of work.

ANNEXURE II

FORM OF PERFORMANCE BANK GUARANTEE

In consideration of the Reserve Bank of India, Raipur a Statutory body incorporated under the RBI Act 1934, having its Central Office at Shahid Bhagat Singh Road, Fort, Mumbai, 400001 (hereinafter called "RBI") having offered to accept the terms and conditions of the proposed agreement between…….and ……..…… (hereinafter called "the said Architect") for the work…… (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. ……... (Rupees ..... only) as a security/guarantee from the Architect for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (here in after referred to as "the Bank") hereby undertake to pay to the RBI an amount not exceeding Rs..... (Rupees … only) on demand by the RBI.

2. We, ...(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the RBI stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Architect. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees … only)

3. We, the said bank further undertake to pay the RBI any money so demanded notwithstanding any dispute or disputes raised by the Architect in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Architect shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the RBI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the RBI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Architect and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the RBI that the RBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Architect from time to time or to postpone for any time or from time to time any of the powers exercisable by the RBI against the said Architect and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Architect or for any forbearance, act of omission on the part of the RBI or any indulgence by the RBI to the said Architect or by any such

matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Architect.

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the RBI in writing.

8. This guarantee shall be valid up to unless extended on demand by the RBI. Not with standing anything mentioned above, our liability against this guarantee is restricted to Rs.…… (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the …….. day of .....for … (indicate the name of the Bank).

ANNEXURE III

FORMAT OF PROFESSIONAL INDEMNITY BOND FOR COMPREHENSIVE ARCHITECTURAL CONSULTANCY

(On a stamp paper of Rs.200/- or on a stamp paper of adequate value)

This **INDEMNITY BOND** is executed at Raipur on this ___ day of _____ 202..___ by M/s…….. having its registered office at _____ (hereinafter called the **"Indemnifier"** which expression shall mean and include their successors, administrators, executors, legal representatives and assigns) in favour of the Reserve Bank of India having its Central office at Shahid Bhagat Singh Road, Fort, Mumbai – 400001 (hereinafter called the "**Indemnified/ RBI/ Bank"** which expression shall mean and include its successors, legal representatives, administrators and assigns).

WHEREAS the ……(name of the Indemnifier) as per the provisions of the contract between the ……(name of the Indemnifier) and RBI has/ have started/ shall commence the Comprehensive Architectural Services work for the project of **Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur** in accordance with the requirements and scope specified in the RFP.

AND WHEREAS the ……(name of the Indemnifier) shall indemnify the RBI against any damage, expense, liability, loss or claim which the RBI might incur, sustain or be subject to arising from any breach of the ……(name of the Indemnifier) design responsibility (including architectural, and MEP) till completion of service life of the project.

AND WHEREAS the indemnifier has agreed to furnish such indemnity to the Indemnified;

NOW **THIS BOND OF INDEMNITY WITNESSETH** that the ……(name of the Indemnifier) along with the below mentioned two sureties hereby jointly and severally guarantee and agree at all times to save and defend and keep harmless the Indemnified / RBI, their successors and assigns and keep indemnified the RBI from and against all claims, demands, actions, proceedings, losses, damages, judgements, costs, charges and expenses which may be brought against the RBI or commenced against the RBI and which the RBI may have to incur, pay or suffer directly or indirectly on account of or in connection with the following:-

(1) Any type of negligence or non-compliance of or deviation from rules and regulations or in respect of the faulty design and specifications of the facility including all trades suggested by the ……(name of the Indemnifier), at any stage during consultancy or thereafter. In such event, the RBI shall not be held responsible.

(2) Any damage to the ……. due to faulty design, substandard technique(s) or any other reasons whatsoever.

(3) At any time during the period of consultancy, it is found that the design or execution is not carried out in accordance with the plan and design approved by the RBI for

……., or it is subsequently detected that any paper / document submitted by the ……(name of the Indemnifier) is / are false or has not been issued by the concerned competent authority, or execution is at variance with the guidelines and instructions issued thereof. In such event, the RBI shall have the right to suspend the Comprehensive Architectural Services and direct the ……(name of the Indemnifier) to remedy the defects failing which money deposited with the RBI shall be forfeited and legal action will be initiated by the RBI.

(4) Non-compliance/ non-adherence to the indemnification to RBI with regard to any damage, expense, liability, loss or claim which the RBI might incur, sustain or be subject to arising from any breach of the ……(name of the Indemnifier) design responsibility (including architectural, and MEP) till completion of service life of the project by the ……(name of the Indemnifier) of the requirements of the NBCI, relevant IS Codes, technical standards, laws, designs including structural designs any inadequacy, insufficiency, impracticality or unsuitability in or of the Bank's requirements or any part thereof and failure to fulfill their responsibility in respect of the suitability, adequacy, integrity, durability and practicality of the RBI's proposal. In such event, the consultant shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at the ……(name of the Indemnifier) own cost.

IN WITNESS WHERE OF, this Bond of indemnity is executed on… at Raipur

in the presence of the following witnesses.

SIGNED AND DELIVERED

……(name of the Indemnifier)

Witnesses:

1. Name and (full address)
2. Name and (full address)

Sureties

1. Name and (full address)
2. Name and (full address)

……(name of the Indemnifier)

ANNEXURE IV

FINANCIAL BID

Proforma for quoting the Rate

Name of the work					
Name of firm					
Sl. No.	**Item**	**Quantity**	**Unit**	**Rates (in Rs.)**	**Amount**
1	Comprehensive architectural services for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur-492101. (As detailed in **Section III**) including miscellaneous expenses towards visits like travelling expense etc complete.	1	JOB		
	Total				

The rates quoted by the Applicant shall be inclusive of GST

Signed for and on behalf of the Applicant

(Authorized Signatory of the firm)

ANNEXURE V

LETTER OF SUBMISSION

To

General Manager (Officer-in-Charge)

.....

.....

Dear Sir,

Having examined the details given in RFP document for the above project, I/we hereby submit the relevant information for considering my RFP.

1. I/We hereby certify that all the statements made and information supplied in the RFP and accompanying statements are true and correct.

2. I /We have made our own inquiries and I / We confirm that I/We do not rely only on the information provided by RBI in submitting the RFP.

3. I/We have furnished all information and details necessary for RFP and have no further pertinent information to supply.

4. I/We also authorize RBI or their authorized representatives to approach individuals, employers, and firms to verify our competence and general reputation.

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

6. I/We shall be jointly and severally liable to the Bank for all the Architect's/ Firm of Architects' obligation and liabilities as per the contract.

7. Further, if I/We fail to commence work as specified in SCHEDULE 'F' under Clause

15.0 SCHEDULE

ANNEXURE VI, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance bank guarantee absolutely. The said Performance Bank Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.

8. Further, I/We agree that in case of forfeiture of Performance Bank Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work.

9. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Employer shall be free to forfeit the entire amount of Performance Bank Guarantee.

10. I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.

11. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

12. Our bankers are (Name and full address) (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 in the prescribed format as per Annex 5 of this tender should be attached)

Yours faithfully,

Signature of Tenderer with seal

Signatures and addresses of witnesses

Signature Address (i)

(ii)

Signature of the Applicant Authorized Representative Enclosures:

Seal of applicant: Date of submission:

ANNEXURE VI

FORMAT OF AGREEMENT

This agreement made on the ---------- between the Reserve Bank of India, Raipur,

a Statutory body incorporated under the RBI Act 1934, having its Central Office at Shahid Bhagat Singh Road, Fort, Mumbai – 400 001 (hereinafter called "the Bank", which expression shall include its successors and assignees) on the one part and M/s.

----------(hereinafter called "the Project Architect", which expression shall include its

successors and assignees) on the other part

Whereas the Bank is desirous of engaging the said Architect as 'the Project Architect for the comprehensive architectural services including supervision for the work pertaining to "Comprehensive architectural services for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur- 492101" (hereinafter called "the work") and have issued a letter for appointment to the Architect for the aforesaid work vide letter

_____ (Annex-_ to this Agreement) and whereas

the Architect has agreed and accepted to work as Project Architect.

Now, therefore, this Agreement witnesses that the said Architect is hereby engaged as the Project Architect for the said work on the following terms and conditions.

1.0 DEFINITIONS

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

1.1.2 Applicant / Bidder / Consultant: shall mean the individual, proprietary firm, limited company which includes its authorized representatives, and legal heirs, who are responding to the RFP. In case of authorized representatives, authority letter must be uploaded and hard copy of the same must be submitted.

1.1.3 Approved: shall mean approval granted by the Bank in writing or accepted by him for incorporation in the works.

1.1.4 Project Architect: Means the individual, proprietary firm, limited company selected after design competition and engaged by the Bank for the Comprehensive Architectural Services.

1.1.5 Bank: Means Reserve Bank of India, Raipur, having its Central Office at Shahid Bhagat Singh Road, Fort, Mumbai – 400 001.

1.1.6 "Year" Means "Financial Year" until and unless stated otherwise.

1.1.7 Completion of the Comprehensive Architectural Services: The Comprehensive Architectural services will be treated as completed on completion of scope of work including obtaining completion and occupation certificate of the project as a whole, handing over all documents i.e, statutory

approvals/ NOCs /Local body approved drawings / documents, as-built drawing of all trades in hard and soft format (hard disk) by the Project Architect and taking over of the project from all executing contractors by the Bank.

2.0 ABANDONMENT OF WORK

1.2.1 If the Project Architect abandons the work any reasons whatsoever of becomes incapacitated from acting as Project Architect as aforesaid, the Bank may make full use of all or any of the drawings prepared by the Project Architect and that the Project Architect shall be liable to pay such damages as may be assessed by the Bank subject to a maximum of 10% (Ten percent) of the total fee payable to the Project Architect under this agreement. The Bank may make full use of all of any of the drawings prepared by the Project Architect and proceed from the stage from where the Project Architect left the work.

1.2.2 If at any time after acceptance of offer of consultancy, the Bank decide to abandon or reduce the scope of work for any reason whatsoever, the Bank shall give notice to the Project Architect in writing to that effect and he shall act accordingly. The Project Architect has no claim to any payment of compensation of otherwise whatsoever, the Project Architect shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of this agreement.

3.0 DETERMINATION OR RESCISSION OF AGREEMENT

The Bank without any prejudice to its right against the Project Architect in respect of any delay by notice in writing absolutely determines the agreement in any of the following cases:

I. If the Project Architect being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitled the court or creditor to appoint a receiver or a manager or which entitles the court to make up a winding order.

II. If the Project Architect is in breach of any terms of agreement.

(a) When the Project Architect has made himself liable for action under any of the cases aforesaid the Bank shall have power.

(b) Upon such determination, full Performance Bank Guarantee and available Retention Money Deposit shall be liable to be forfeited and shall be absolutely at the disposal of the Bank.

(c) The Project Architect, whose agreement is determined as above, shall not be allowed to participate in the tendering for the balance work.

4.0 DISPUTE RESOLUTION

Should any dispute or difference of any kind whatsoever arise between the Bank and the Project Architect, touching, in connection with, or arising out of the Contract, or subject matter thereof, or the execution of Works, whether, during the progress of Works or after their completion and whether before or after termination, abandonment or breach of Contract, except the accepted matters referred

herein above or elsewhere in the agreement, it should, in the first place, be referred to the General Manager (Officer-in-Charge), Reserve Bank of India, Raipur within 14 (Fourteen) days of such occurrence. The General Manager (Officer-in-Charge), Reserve Bank of India, Raipur shall, within a period of 14 (Fourteen) days after being requested in writing by the Project Architect to do so, give written notice of his decision. The General Manager (Officer-in-Charge), Reserve bank of India, Raipur while considering the matters of dispute referred to him, shall be competent to call for any records, vouchers, information and enforce the attendance of the parties either in person or through authorized representatives, to sort out or clarify any issue, resolve the differences and to assist him to decide the matters referred to him. Subject to arbitration, as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Bank and the Project Architect and shall forthwith be given effect to by the Bank and by the Project Architect, who shall proceed with the execution of Works with all due diligence irrespective of whether any of the parties goes in or desires to go in for arbitration. If the General Manager (Officer-in-Charge), Reserve Bank of India, Raipur has given written notice of his decision to the Bank's Engineer and the Project Architect and no intimation of reference of any claim to arbitration has been sent to him by the Project Architect within a period of Fourteen days from receipt of such notice, the said decision of the General Manager (Officer-in-Charge), Reserve Bank of India, Raipur shall remain final and binding upon the Bank and the Project Architect and the same shall be deemed to have been accepted by them. The Bank or the Project Architect shall not seek any arbitration thereafter.

If the General Manager (Officer-in-Charge), Reserve Bank of India, Raipur shall fail to give notice of its decision, as aforesaid, within a period of 14 days after being requested or if the Project Architect be dissatisfied with any such decision of the Bank, then the matter in dispute shall be referred to arbitration as herein provided.

If any dispute, difference or question shall remain unacceptable to either of the parties at any time within 14 days from the date of decision by the General Manager (Officer-in-Charge), Reserve bank of India, Raipur as to the construction of this agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding the same shall be referred to the arbitration under the provisions of Arbitration and Conciliation Act 1996 or any statutory modification thereof and the decisions of the arbitrator / panel of arbitrators shall be final and binding on both the parties. It is hereby provided that the Arbitrators so appointed shall make his / their award within six months from the date of the Arbitrators entering upon the references.

In case of any dispute regarding any extra item/ variation rate, the decision of General Manager (Officer-in-Charge), Reserve Bank of India, Raipur shall be final and binding on the Project Architect without being open for arbitration or dispute resolution.

Notwithstanding the reference to arbitration, the obligations of the Bank, and the Project Architect shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither

party shall be entitled to suspend the work to which the dispute relates on account of arbitration and payments to the Project Architect shall continue to be made in terms of the Contract.

5.0 RIGHTS & RESPONSIBILITY

1.5.1 The responsibilities about the efficiency and correctness of the proposal shall rest with the Project Architect notwithstanding the fact that these were approved by the Bank.

1.5.2 All plans, designs and data collected for this project shall be the property of the Bank. The Project Architect shall have no right to them in any way without the written consent of the Bank. The entire information as furnished to the Project Architect as well as that gathered by the Project Architect in the process of inspection shall be kept strictly confidential and not passed on to any unauthorized person. The Project Architect shall also indemnify the Bank from and against all claims and proceedings for or on account of infringement of any patent rights, etc. in respect of each and every part of the work. Such indemnity shall be furnished to the Bank upon quotation and before any payment is made.

6.0 TIME FOR COMPLETION AND COMPENSATION FOR DELAY

1.6.1 The time of completion of the consultancy is 4 months from 14th day of issue of letter of engagement as Project Architect.

1.6.2 If the work remains un-commenced/or incomplete at any stage with reference to time schedule, and reason for delay cannot be substantiated, compensation @ 0.25% of awarded amount per week of delay to be computed on per day basis subject to maximum of ten percent of agreed fee shall be levied on the Project Architect. The decision of the General Manager (Officer-in-Charge), RBI, Raipur as to the period of delay on the part of the Project Architect and the quantum of compensation for such delay shall be final and binding on the Project Architect.

7.0 FORECLOSURE OF AGREEMENT

If at any time after acceptance of bid, The Bank shall decide to the abandonment or reduction of scope of Comprehensive Architectural Consultancy Services due to any reason whatsoever do not require the whole or any part of the Consultancy works to be carried out, the Bank shall give notice in writing to that effect to the Project Architect and the Project Architect shall act accordingly in the matter. The Project Architect shall have no claim to any payment of compensation or otherwise whatsoever in account of any profit or advantage which he might have derived for the execution of work in full but which he did not derive inconsequence of the foreclosure of the whole or part of the work. In such circumstances the Project Architect shall be paid at contract rates full amount for Consultancy works carried out by him and accepted by the Bank, retention money deposit and the Performance bank guarantee of the Project Architect shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all and the employer shall be at liberty to make full use of all or any of the drawings, designs or other documents prepared by the Project Architect.

8.0 PROJECT ARCHITECT TO INDEMNIFY THE BANK AGAINST PATENT RIGHTS:

The Project Architect shall fully indemnify and keep indemnified the Bank against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Bank in respect of any such matters as aforesaid, the Project Architect shall be immediately notified thereof and the Project Architect shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the Project Architect shall not be liable to indemnify the Bank if, the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Bank in this behalf.

9.0 LEVY/TAXES PAYABLE BY PROJECT ARCHITECT:

(i) All taxes in respect of this contract shall be payable by the Project Architect. The Bank shall not entertain any claim whatsoever in this respect. In respect of Goods & service tax (GST), the same shall be paid by Project Architect to the concerned department. The rates quoted by the Project Architect shall be inclusive of GST.

(ii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Bank and does not any time become payable by the Project Architect to the Central Government, State Government, Local authorities in respect of any material used by the Project Architect in the Consultancy works, then in such a case, it shall be lawful to the Bank and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Project Architect.

10.0 ADDITIONS AND ALTERATIONS

The Bank shall have the right to request in writing changes, additions, modifications in the scope of work/consultancy of this document resulting in additional work in connection therewith and the Project Architect shall comply with such request. If the Bank deviates substantially from the original scheme which involves extra services, expenses and extra labour on the part of the Project Architect for making changes and modifications or other documents rendering major part or the whole of his work in fructuous, the Project Architect may then be compensated for such extra services and expenses on quantum merit basis at mutually agreed rates and other terms and conditions, unless such changes, alterations are due to Project Architect’s own commission and/or discrepancies including changes proposed by Project Architect. The decision of the Bank shall be final and binding on whether the deviations and additions are substantial and required any compensation to be paid to the Project Architect. However, for the minor modification or alteration which does not affect the entire design, planning etc. no extra amount will be payable.

10.0 ANY OTHER PROOF CONSULTANT

The Bank, if so desires, may refer any other design like electrical / MEP etc. submitted by the Project Architect to Proof Consultant of the respective trade / category of work and the Project Architect

shall have to incorporate the suggestions/modifications suggested by such Proof Consultant through Bank and resubmit the modified drawings to the Bank.

11.0 PROJECT ARCHITECT'S SERVICES:

The Project Architect shall render the following services in connection with and regarding the work.

11.1 GENERAL

a. The Project Architect shall take Bank's architect brief/instructions, plan, design, and complete the Works in accordance with the Contract. When completed, the Works shall be fit for the purposes for which the Works are intended as described and expressed in the Contract. The Works shall include all the works which are necessary to satisfy the Bank's Requirements.

b. The Project Architect shall appoint Consultants for various ancillary works such as structural, sanitary and water supply, electrical installations including lifts and other electronic systems/installations landscaping and gardening, firefighting systems, HVAC, Green Building Consultant etc., falling within the scope of their services, under intimation to Bank. The Project Architect shall ensure and confirm that the designs are in line with established practices and latest codes of practices. The RCC design furnished by the Project Architect will be proof checked by the Bank through a third party proof consultant. Incorporating suggestions made by the proof checking consultant for structural design or electrical or MEP designs, if needed. The Project Architect shall assume full responsibility for structural design and other specialized services including correctness of quantities and specifications provided in the tender.

c. The Project Architect shall exercise all reasonable skill, care, and diligence of duties to be performed by them. They shall have to perform in an efficient, orderly and professional manner and shall deploy necessary qualified and Skilled persons according to the requirement of the service.

d. Project Architect shall scrupulously follow the CVC Guidelines/ CTEO's Instructions on all their services to the Bank as it is binding on the Bank and provide clarifications for any query raised by the CVC/ External Auditor.

e. The Project Architect shall furnish such information / data regarding their constitution/ business/Book of Accounts etc., as may be required by the Bank or in terms of any law or any requirement thereof by Government/statutory authorities.

f. The Project Architect shall obtain revalidation of sanction for construction well within time from Local Controlling/ Statutory Authority/Authorities, whenever required.

g. The Project Architect shall depute only qualified architects acceptable to the Bank (a Graduate in Architecture) to represent him for interacting with the Officials of the Bank. The Project Architect shall employ personnel who would be expected to be professional and courteous in their speech and behaviour with the Bank's officers/ staff/architect. In case of any complaint in this regard made by the Bank, take such corrective action as may be necessary including substitution/change of person or persons against whom such complaint may arise, to the satisfaction of the Bank.

h. The consultancy services shall be provided through a Team Leader supported by experienced professionals. The Project Architect will deploy adequate number of professionals and other staff to deliver the requisite services as per time schedule. The Project Architect shall have to submit an Organogram giving details of proposed team detailing the roles/work to be performed by each personnel, their tentative duration, inter-relationships of each personnel etc.

i. The Project Architect shall have to co-ordinate with the Bank and attend meetings with the Bank and when required including meeting with the contractors.

j. The Project Architect shall be associated till completion of the project and obtain completion certificate from the concerned local body. All the service drawings shall be coordinated in group as well as in layers by using BIM ReVIT-3D software to make them clash free at all points and execution to proceed accordingly.

k. The Project Architect shall provide any other services not specifically enumerated above but shall be required for performing above services as per the scope of work or services connected with the works usually and normally rendered by the Architects and not referred to in any of the items mentioned above without any extra payment.

l. The document issued as request for proposal for this work shall be part of agreement.

m. Any service rendered by the Project Architect that is not covered in this document shall be charged extra at a mutually agreed fee prior to execution.

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

12.0 TIME & EXTENSION FOR DELAY

If the Project Architect is unavoidably hindered in carrying out the designs/drawings on account of delayed decision or approval by the Bank which is necessary to carry out further work, he shall be allowed suitable extension of time by the Bank, whose decision shall be final and binding on the consultant. No claim of the Project Architect shall lie against the Bank for such delayed approvals/decisions by the Bank, except for grant of suitable extension of time.

13.0 RESPONSIBILITY OF ACCURACY OF PROJECT PROPOSAL

13.1 The Project Architect shall be responsible for accuracy of the data collected and the designs, drawings and construction drawings prepared by him as a part of the project. He shall indemnify the Bank through a Performance Bank Guarantee against any action arising out of such inaccuracies in the work, which might surface at any time at a later date of implementation of the project.

The drawings prepared by the Project Architect should have proper layer management and should be available to the Bank in Auto CAD format/ soft copy in which the flexibility to make any change exists. These drawings shall be the property of the Bank.

14. PAYMENT TERMS/ FEES

The Bank will pay the Architect/ Consultant fees for professional services enumerated above as quoted by the Architect/ Consultant in the manner as indicated below:

I. One half of the fees for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur- 492101 payable after submission of final drawings, draft tender and specifications.

II. The balance half of the fees for the work of Renovation of Executive Area at RBI Raipur, Sector 24, Nava Raipur- 492101after closing of accounts and submission by Architect/ Consultant of completion documents comprising three sets of drawings and soft copies showing the final layout of the system with complete set of installation duly certified by the Architect/ Consultant and obtaining the required permission / approval from any statutory body, as required.

III. Payment will be made after adjusting the payment made so as to ensure that the total payment does not exceed the total fees due to the Architect/ Consultant. In case, it is found that the payment made by the Bank under sub-clause (i) to (ii) above, have exceeded the total fees to be paid, then the excess amount will have to be refunded by the Architect/ Consultant to the Bank. No claim in respect of transportation/ travel charges for any additional visit for site meeting, conflict resolution etc. shall be entertained by the Employer.

IV. Payment under sub clause (I) to (II) above will be made after adjusting for the retention money in accordance with clause 6.

15.0 ADDITIONAL TERMS AND CONDITIONS:

15.1 Performance Bank Guarantee: The Architect whose bid is accepted will be required to furnish Performance Bank Guarantee of 5% (Three Percent) of the bid amount within the period specified in Schedule F from the date of issue of letter of engagement. Performance Bank Guarantee shall be refunded / released to the Project Architect without any interest after successful completion of the project. This will be released on completion of scope of work awarded to the Project Architect.

15.2 Retention Money Deposit: The Architect whose bid is accepted shall permit the Bank at the time of making any payment to him for work done under the contract to recover a sum at the rate of 5% of the gross amount of each running bill as Retention Money till the total recovery amounts to 5% of the quoted value of the work. The Retention Money recovered shall be refunded / released to the Project Architect without any interest after successful completion of the project, i.e. after release of payment for achieving the last milestone.

15.3 The Project Architect would be required to prepare documents on the basis of appropriate standards, criteria and specification. They would be required to liaise with all concerned agencies and adhere to timelines set by the Bank. Implementation and progress of work should be prepared through perspective sketches, and 3D computer models etc. renderings and design brief should be described in words, diagrams and graphics.

15.4 That if the Project Architect abandons the work for any reason whatsoever, or becomes incapacitated from acting as Project Architect as aforesaid, or in the event of the contract being

determined or rescinded under provisions of any of the clauses / conditions of the agreement. the Bank may make full use of all or any of the drawings/details prepared by the Project Architect and that the Project Architect shall be liable to refund all the fees paid to him till then and in addition the Performance Bank Guarantee shall stand forfeited in full and shall be absolutely of the disposal of The Bank.

15.5 The Project Architect shall indemnify and keep indemnified the Bank against any inaccuracy in the consultancy job provided by them and against any such claim/cost and expenditure paid by the Bank in defending itself against such claims for which the Project Architect will give a professional Indemnity Bond.

15.6 The copyright, ownership and property rights for all the data, drawings, reports and computer software, etc. developed by the Project Architect under this agreement, shall vest with the Bank.

15.7 If at any time after the execution of the agreement and commencement of work, the Bank for any reason whatsoever, does not require the whole or part of the scheme as specified in the agreement to be performed by the Project Architect, the Bank shall give one month's notice in writing to this effect to the Project Architect, who shall thereupon have no claim to any payment or compensation, whatsoever, on account of any profit or advantage which they might have derived as a consequence of fulfilment of the agreement in full, but which they did not derive as a consequence of the curtailment of work. The Project Architect shall be entitled to payment on a pro rata basis, for work submitted by them upto the time of such notice, as decided by the Bank and the decision of the Bank in the matter shall be final and binding. The Project Architect shall return the balance amount to the Bank in case of any excess payment.

15.8 All the documents/drawings design, reports and any other details envisaged under this agreement shall be supplied in eight copies to the Bank by the Project Architect. All drawings as required for submission to all the local bodies and other authorities shall be submitted by the Project Architect as per the requirement of local body. Eight copies of all final drawings shall be submitted to the Bank by the Project Architect along with a softcopy in Hard Drive for reproducing it in A-1 or large size. If there is any revision in any drawing / document for any reason, eight copies of drawing/document shall be re-issued along with softcopy in Hard Drive without any extra charges. All these drawings will become the property of the Bank.

The Bank may use these drawings in part or full in any other work without any notice to the Project Architect and without any financial claim of the Project Architect.

The drawings cannot be issued to any other person, firm or authority or used by the Project Architect for any other project. No copies of any drawings or documents shall be issued to anyone except the Bank and/ or his authorized representative.

15.9 Preparation of Physical Model of project area (scale 1:2500 or as appropriate) based on approved final master plan. The model shall be prepared using approved material e.g. wood, acrylic, PVC. The materials scale and other related aspects for the model shall have to be approved by Bank prior to the preparation of the model.

16.0 AMENDMENT OF BID DOCUMENT:

16.1 At any time, prior to the date of submission of Bids, the Bank may, for any reason, whether at its own initiative, or in response to clarifications requested by a prospective Applicant during the Pre-bid meeting, modify bid documents by amendments.

16.2 The amendments will only be published on Bank's website and these amendments shall be binding on all the Applicants.

16.3 In order to give the Applicants a reasonable time to take the amendment into account in preparing their bids, the Bank may, at its discretion extend the deadline for the submission of bids suitably, notice regarding which will be posted on Bank's website.

17.0 FINANCIAL BID:

The Applicants shall quote the total consultancy charges after studying the scope of consultancy.

17.1 The consultancy charges quoted shall be net. Nothing extra shall be paid on any account. The rate shall be quoted in Rs. per Job including all taxes such as GST etc.

17.2 The interim and final payment will be made as per the schedule of payment on submission of bill by Project Architect after deducting the applicable taxes as per prevailing Govt. Rules.

17.3 The Architect/Firm of Architects shall inform the list of key personnel to be engaged for the work. After award, in case the Architect/Firm of Architects intends to change any of the key personnel during the operation of contract, he shall obtain prior approval of The Bank. The key personnel to be deployed in lieu of personnel to be replaced should be of equal caliber. The decision of the Bank shall be binding on the Architect/Firm of Architects.

18. The Project Architect hereby agrees to commence the work soon after the issue of formal work order and to complete the entire work in strict adherence with the time schedule of activities given in the ANNEXURE I of the application of design competition subject nevertheless to the provisions for extension of time.

19. Payments: All payments by the Bank under this Contract will be made only at Raipur.

20. Statutory Payments / fees / levies / Cess: The Statutory Payments/fees/levies/Cess shall be paid by the Bank / reimbursed by the Bank on production of demand note / documentary evidence.

21.Taxes: The quoted rate / amount shall be inclusive of GST as on date of submission bid. Any changes upward / downward in the rate of GST / taxes will be adjusted as per actuals based on documentary evidence.

22.All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Raipur and only Courts in Raipur shall have jurisdiction to determine the same.

23.NON-DISCLOSURE CLAUSE

The Applicant/Project Architect shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the Applicant/Project 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 Applicant/Project Architect 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 Applicant/Project Architect shall not publish, permit to be publish, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Applicant/Project Architect 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 Applicant/Project Architect and the Employer shall be entitled to claim damages and pursue legal remedies.

24. The Applicant/Project Architect 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.

25. The Applicant/Project Architect obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

26. PREVENTION OF SEXUAL HARASSMENT CLAUSE

26.1 The Applicant / Project Architect 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 Applicant/Project Architect or Local Complaints committee as the case may be and the Applicant/Project Architect shall ensure appropriate action under the said Act in respect of the Complaint.

26.2 Any complaint of sexual harassment from any aggrieved employee of the service provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

27. The Applicant/Project Architect shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Applicant/Project Architect, for instance any monetary relief to Bank’s employee or other firm’s employee, if sexual violence by the employee of the Applicant/Project Architect is proved.

28. The Applicant/Project Architect shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

29. The Applicant/Project Architect shall provide a complete and updated list of employees who are deployed within the Bank’s premises.

30. PROFESSIONAL INDEMNITY BOND

The consultant shall, at the time of signing the contract, submit a signed Professional Indemnity Bond covering the design (including architectural, structural and MEP) of the project of **Renovoation of Executive Area at RBI Raipur, Sector 24, Nava Raipur** for a value equal to 100% of the

Consultancy charges. This Bond shall be valid up to the service life of the project. A format of the bond is provided at ANNEXURE III

31. The Applicant/Project Architect shall comply to Office Memorandum issued by Department of Expenditure, Ministry of Finance, Government of India – Rule 144(xi), General Financial Rules (GFR), 2017

31.1 COMPLIANCE TO RULE 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory.

31.2 In this regard, Applicant/Project Architect shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at ANNEXURE VII.

32. If the Undertaking / Declaration / Certificate submitted by the Applicant/Project Architect is found to be false, his/her/its application / work order will be immediately terminated, and legal action in accordance with law including forfeiting Performance Bank Guarantee / Retention Money Deposit may be initiated and the Bank may also debar the Applicant/Project Architect from participating in the applications/tenders invited by the Bank in future.

33. Notice Inviting Application (NIA), RFP document and all the addendum / corrigendum thereto shall be the part of agreement.

34.That the several parts of this Contract have been read by the Project Architect and fully understood by the Project Architect.

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

Signed and delivered for and On behalf of M/s.

Shri ……. Managing Director Witness:

1.

2.

Signed and delivered for and on Behalf of Reserve Bank of India by

Its duly authorized office in the presence of

ANNEXURE VII

COMPLIANCE TO RULE 144(xi) of GFR 2017

Proforma for Undertaking / Declaration / Certificate by the Applicant / Project Architect regarding country sharing land border with India

To

The General Manager (Officer-in-Charge)

Estate Department Reserve Bank of India Sector 24 Atal Nagar, Raipur – 492101

Dear Sir,

I / We ..... (Name and address, including Country of

location of Applicant / Project Architect) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I / We certify that (Name of the Applicant / Project Architect)

i. is not from a country sharing land border with India, or

ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or

iii. is from a country sharing land border with India where Government of India has extended lines of credit, or

iv. is from a country sharing land border with India where Government of India is engaged in development projects.

(Strikeout whichever of the above is not applicable).

3. I /We further certify that ..... (Name of Applicant / Project Architect) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We

also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub- contract I/we .....(Name of Applicant / Project Architect) will not sub-

contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.

4. I/We know and understand that, if this Undertaking / Declaration / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our application / tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Performance Bank Guarantee / Retention Money Deposit and / or debarring us from participating in applications / tenders invited by the Bank in future.

Signature and name of the authorized signatory of the Applicant / Project Architect with Stamp

Date:

Place: