Securities and Exchange Board of India
SEBI Bhavan, Plot No. C-4A, 'G' Block, Bandra - Kurla Complex, Bandra (E), Mumbai – 400051

Tender No. SEBI/HO/GSD/4/22-23/ET/17

Tender Document – Part II
(Technical Bid)

Architectural Consultancy Services for various Works to be carried out in SEBI's Office and Residential Premises in Mumbai

Tender issued to ……..

Notice Inviting Tender

M/s.

……..
……..
……..

Dear Sirs,

Architectural Consultancy Services for various Interior furnishing works to be carried out for SEBI's premises in Mumbai
Tender No. SEBI/HO/GSD/4/22-23/ET/17

1. Securities and Exchange Board of India (hereinafter referred to as "**Board**" or "**SEBI**") is an autonomous, statutory organization established in accordance with the provisions of the SEBI Act, 1992 of the Parliament of India. The basic function of SEBI as mandated by the SEBI Act is *"to protect the interests of investors in securities and to promote the development of, and to regulate the securities market and for matters connected therewith or incidental thereto".*

2. Online tenders are hereby invited by SEBI, for availing the architectural consultancy services for alteration/ modification, renovation and interior furnishing works for modern office premises and revamping of various electrical, electromechanical and Audio-Video works other associated services for SEBI's office and residential premises in Mumbai.

3. The works where the Architect is proposed to be engaged for providing architectural services are as given below:

   i. Interior furnishing and other associated Electro Mechanical works of Ground and First floors of SEBI Bhavan II.

   ii. AV work in meeting rooms at Ground and 1st Floor of SEBI Bhavan II

   iii. Revamping of Audio-Video System in the Board Room at 7th Floor of SEBI Bhavan II

   iv. Renovation of Pavement / Driveway / walkway / Revamping of basements at SEBI Bhavan II.

   v. Audio-Video (AV) and other associated works at SEBI Bhavan in Mumbai.

   vi. Renovation of Guest House at SEBI Aavas, Malad East, Mumbai.

   vii. Renovation of Executive Floors, SEBI Bhavan.

viii. Creation of additional toilet blocks in SEBI Bhavan basement.

ix. Other incidental works that are ancillary/assigned works being carried out in SEBI Bhavan, SEBI Bhavan II and residential premises.

The above stated works shall be carried on piece meal basis as per the feasibility and convenience of the Board. The works may span over period of around 2 years. The Architect shall be required to submit the proposals for obtaining approvals of statutory authorities (such as CFO / MMRDA / others) before the works are taken up and also after the works are completed. The proposals for approvals may have to be submitted at different times as all the projects will be taken up separately in a span of two years.

4. **Contract Period**: The contract is for a period of 24 months from 1st day of the month succeeding the work order or otherwise, intimated by the board. Subsequent extension of contract for a period of up to 1 year, if any, will be provided, in case the time period for carrying out works is extended. If the agency fails to perform any of their duties under this agreement and if SEBI is dissatisfied with the services of the agency during the contract period or extended period of service, SEBI may terminate the services of the agency, with a notice of winding up within a period of one month.

5. Agreement shall be drawn with the successful agency in prescribed format of agreement. Agency shall quote their rates as per various terms and conditions of the tender document which will also form part of the agreement.

6. The agencies shall keep the contents of the tender document confidential and any details thereof are not disclosed to any persons who are not related to the said process.

7. By acknowledging the above letter and collecting the tender document, the agencies are hereby accepting the non-disclosure clause in the tender and are accepting the same.

8. **Mode of Submission of Tender – e-Tender system**

The tender document comprises of three volumes, Empanelment Bid, Technical Bid and Price Bid. The agency(s) shall be required to submit tender online through MSTC e-tendering portal at -

https://www.mstcecommerce.com/eproc

9. Earnest Money Deposit (EMD) of **Rs. 9,22,000/- (Rupees Nine Lakh Twenty Two Thousand Only)** payable through NEFT on the Bank Account details given below:.

Name of the Bank	ICICI Bank Limited
IFSC Code	I C I C 0 0 0 0 1 0 6
Virtual Account Code	SEBIRCEMDEPOSIT

10. **Performance Guarantee:** The Architect whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the work order amount within 10 days of award of work. Performance Guarantee may be furnished in the form of account payee demand draft / bank guarantee from a scheduled commercial bank in accordance with the prescribed form. In case the Architect fails to deposit the said performance guarantee within 10 days or the extended period if any, the Earnest Money deposited by the Architect shall be forfeited automatically without any notice to the Architect. The performance guarantee shall be released after completion of work and all obligations under the contract.

11. The important dates in respect of the said tender are as below:

i. The Pre-Bid Conference/ Meeting shall be held on **10.04.2023 (Monday) 11.00 AM** at SEBI Bhavan, Plot no. C4-A, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 to clarify any points that the intending tenderers may have regarding the tender. The tenderers shall not be reimbursed any travelling expenses for attending the said pre-bid meeting. Tenderers who wish to send their queries by email for discussion during Pre-Bid Meeting should send their queries on or before **09:00 AM on 10.04.2023** on rohand@sebi.gov.in. Queries received after the said date shall not be entertained.

ii. Tenderers must upload digitally signed copy of Empanelment Bid and digitally signed copy of Technical Bid in Technical Cover at MSTC e-Procurement Portal.

iii. Tenderers must upload digitally signed copy of Price Bid in Commercial Cover at MSTC e-Procurement Portal.

iv. Last date of receipt of tenders online including, Empanelment Bid along with EMD and necessary attachments, Technical Bid and the Price Bid is up to **03:00 PM on 19.04.2023 (Wednesday).**

v. Empanelment Bids shall be opened at **03:30 PM on 19.04.2023 (Wednesday).**

vi. The mandatory list of enclosures (as per checklist provided in Empanelment Bid) are also required to be submitted in physical copies to SEBI's office. The address at which the physical documents need submitted is:-

General Manager
Securities and Exchange Board of India
SEBI Bhavan, Plot No. C-4A, G Block,
Bandra Kurla Complex, Bandra East, Mumbai 400051.

The documents to be submitted in physical shall reach the above address on or before **03:00 PM on 25.04.2023.**

12. The Agency shall upload a certified copy of Power of Attorney in the name of the person who has signed the tender document as part of the Technical cover.

13. SEBI is not bound to accept the lowest or any other tender and reserves the authority to reject any or all the tenders received without assigning any reason. Conditional tenders shall be summarily rejected.

14. SEBI reserves the right of accepting the whole or any part of the tender and the agency shall be bound to perform the same at the rates quoted.

15. The tender for the work shall remain open for acceptance for a period of **ninety days** from the last date of submission of tenders. If any agency withdraws his tender before the same period or makes any modifications in the terms and conditions of the tender which are not acceptable to SEBI, then SEBI will, without prejudice to any other right or remedy, be at liberty to reject the said tender and forfeit EMD of the said tenderer.

16. The successful agency shall carry out an agreement for the work and shall also sign the Integrity Pact. The format for the Integrity Pact is specified in Empanelment Bid. The duly signed integrity pact shall be uploaded as part of Technical cover.

17. All payments made to the Agency would be subjected to Tax deducted at source (hereinafter referred to as “TDS”) at applicable rates under Income Tax Act, 1961.

18. This Notice Inviting Tender shall form part of the contract document. The successful agency, on acceptance of the tender by SEBI, shall within 30-days from the stipulated date of commencement of work sign the contract consisting of notice inviting tender, special instructions, general and special conditions of contract, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

Yours sincerely,

M V N Surya Kumar
General Manager

Tender Summary

Sr. No.	Particulars	Description
1	Nature of Work	Architectural consultancy services for alteration/ modification, renovation and interior furnishing works to be carried out in SEBI's premises in Mumbai.
2	Earnest Money Deposit	Rs. 9,22,000/- (Rupees Nine Lakh Twenty Two Thousand only)
3	Important dates	
	Date and time of Pre-Bid Meeting	11.00 AM on April 10, 2023
	Start date and time of submission of Tender Document along with EMD	11.00 AM pm April 12, 2023
	Last date and time of submission of Tender Document along with EMD	3:00 PM on April 19, 2023
	Opening of Empanelment Bid	3:30 PM on April 19, 2023
	Opening of Technical and Price Bid	To be communicated later to qualified agencies
	Last date and time of submission of physical documents in SEBI's Head Office	11.00 AM on April 25, 2023
	Validity of Tender	90 days from the last date of submission of tenders
4	Payment Terms	As described in 5(d) of Other Terms and Conditions
5	TDS	Applicable tax will be deducted at source along with the payments for which successful tenderer will be issued TDS certificate in due course of time

(to be submitted separately on Agency's letterhead)

Form of Quotation

The General Manager
Facilities Management Division
Securities and Exchange Board of India
SEBI Bhavan, C4-A, 'G' Block
Bandra-Kurla Complex, Bandra (E)
Mumbai 400 051.

Dear Sir,

Sub: - Architectural Consultancy Services for various works to be carried out for SEBI's Office and Residential premises in Mumbai

We have examined the terms and conditions of the Tender Document i.e. Empanelment Bid, Technical Bid and Price Bid. We have also visited the sites where above work has to be carried out and acquainted ourselves with the site and nature of work involved.

We undertake to have received all clarifications in respect of the work during the pre-bid meeting. We hereby offer our quotations as specified in the Tender Document.

We have fully understood all the conditions made for the captioned work and have taken into account all the conditions while quoting our fees in the Tender Document.

We undertake to provide a five-minute video walk through of the major interior furnishing works of the premises based on the approved layouts as decided by the Board.

We also undertake to provide day to day supervision of the sites while the work is being executed and also provide a full time qualified graduate engineer at site during the execution of the work.

A sum of Rs. 9,22,000/- (Rupees Nine Lakh Twenty Two Thousand Only) is paid through NEFT, details of which are mentioned below:

UTR No. / Transaction ID: _____

We are also aware that Board reserves the right to reject any or all the tenders without assigning any reason whatsoever.

I/We am/are returning herewith Tender Document (Empanelment Bid, Technical Bid and Price Bid) duly signed by me/us at each page as a token of our acceptance of the provisions of the Tender Document.

In the event of this tender being accepted, I/we agree to undertake the work as specified in tender.

Signature :

Seal :

Name of the Tenderer :

Date / Place :

General Terms and Conditions

1. Each page of the Tender Document (Part-I, Part-II and Part-III) shall be duly filled, stamped and signed. The Tender documents shall be signed by person/persons on behalf of the organization having necessary authorization/Power of Attorney to do so.

2. Tender Documents found to be incomplete in any respect are liable to be rejected.

3. Tenders would be evaluated based on lowest cost quoted by tenderers in Tender Document Part-III (Price Bid). Technical Bids and Price Bids of only those Bidders would be opened who have qualified as per the eligibility criteria mentioned in the Empanelment Bid.

4. No cost incurred by the tenderer in applying, in providing necessary clarifications or attending discussion, conferences or site visits will be reimbursed by the Board.

5. If the tender is submitted by a partnership firm, a certified copy of the partnership deed, be uploaded as part of the Technical Cover.

6. If the tender is submitted by a limited company it shall be signed by a duly authorized person holding the power of attorney for signing the Tender Document in which case certified copies of the power of attorney and the certification of incorporation, Memorandum of Articles of Association shall be uploaded as part of Technical Cover.

7. SEBI reserves the right to reject any or all the tenders without assigning any reason thereof.

8. This project comes under the purview of the Central Vigilance Commission (CVC) / Central Technical Examiner (CTE). The architect has to maintain the records / files / details of approved samples and relevant testing reports, if any and should submit the same as and when demanded by the inspecting officer of CVC / CTE. The architect shall comply with the CVC inspection report and defects, if any, pointed out shall be rectified free of cost before or after completion of work within the defects liability period.

9. **Earnest Money Deposit (EMD).**

   The tenderer shall pay EMD amount of Rs. 9,22,000/- (Rupees Nine Lakh Twenty Two Thousand only) payable through NEFT on the Bank Account details given below:

Name of the Bank	ICICI Bank Limited
IFSC Code	I C I C 0 0 0 0 1 0 6
Virtual Account Code	SEBIRCEMDEPOSIT

   The proof towards payment of EMD shall be uploaded in EMD cover. EMD shall be submitted by all agencies participating in the tender process. No exemption would be available from payment of EMD amount, irrespective of the status of the entity. The

tenders shall be rejected if the EMD is not deposited in the required form along with the tender. No interest shall be paid on EMD.

The EMD shall stand absolutely forfeited, if the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or after it is accepted by the Employer and the Architect fails to enter into a formal agreement or fails to submit the performance guarantee in the stipulated period.

The EMD of the successful tenderer shall be refunded on receipt of the Performance Guarantee.

The EMD of the unsuccessful tenderer shall be refunded without interest at the earliest after expiry of the bid validity period and latest by the 30th day after awarding the work.

10. **Performance Guarantee :**

The tenderer whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the work order amount within 10 days of award of work. This guarantee shall be in the form of Government Securities or Fixed Deposit Receipts or Guarantee Bonds (bank guarantee) of any Scheduled Commercial Bank in accordance with the prescribed form. In case the Architect fails to deposit the said performance guarantee within the 10 days or the extended period if any, the Earnest Money deposited by the Architect shall be forfeited automatically without any notice to the Architect.

The performance guarantee submitted by the Architect shall be released after satisfactory completion of the work in all respects. In the event that the Architect does not start the work or abandons the work midway or the progress of the work is not satisfactory and the Board is of the opinion that the Architect may not complete the work in the stipulated time period / are within the reasonable extended time period, the Board reserves the right to invoke the performance guarantee and the EMD shall also be forfeited.

The validity of the Performance Guarantee shall be 36 months. However, the same would be released once the work is completed satisfactorily in all respects. The Architect has to extend the said guarantee as directed by the Board till the completion of the work, in the event the work is extended beyond the stipulated period.

Once the work is completed in all respects as per the terms and conditions of the contract, the performance guarantee will be released.

Forfeiture of Performance Security - During implementation of the contract, the performance security will be forfeited under following circumstances:

i) If the Architect having been given by the Board, a notice in writing that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner and shall omit to comply with the requirement of such notice for a period of 15 (fifteen) calendar days thereafter.

ii) If the Architect has, without reasonable cause, failed to proceed with the work with due diligence so that in the opinion of the Board (which shall be final and binding), he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 15 (fifteen) calendar days from the Board.

iii) If the Architect fails to complete the work within the stipulated date of completion, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Board.

iv) If the Architect persistently neglects to carry out his obligations under the contract and /or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 15 (fifteen) calendar days after a notice in writing is given to him in that behalf by the Board.

v) If the Architect has obtained the contract as a result of wrong tendering or other non-bonafide methods of competitive tendering.

vi) If the Architect assigns, transfers, sublets or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire contract or any portion thereof without the prior written approval of the Board.

Under the above circumstances, the Board will not only forfeit the performance guarantee but the Board will also (i) without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Board, by a notice in writing cancel the contract as a whole or only such items of contract in default from the Contract and (ii) have power to carry out the incomplete work by any means at the risk and cost of the agency.

11. The tenderer commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

(i) The tenderer will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of SEBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

(ii) The tenderer further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of SEBI or otherwise in procuring the Contract.

(iii) The tenderer, either while presenting the bid or during negotiations or before signing the contract, shall disclose any payments he has made, is committed to

or intends to make to officials of SEBI or their family members, Agents, Brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

(iv) The tenderer will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

(v) The tenderer will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

(vi) The tenderer shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by SEBI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier.

(vii) The tenderer commits to refrain from complaining directly or through any other manner without supporting it with full and verifiable facts.

(viii) The tenderer shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

(ix) If the tenderer or any employee of the tenderer or any person acting on behalf of the tenderer, either directly or indirectly, is a relative of any of the officers of SEBI, or alternatively, if any relative of an officer of SEBI has financial interest/stake in the tenderer's firm, the same shall be is disclosed by the tenderer at the time of filing of bid. The term 'relative' for this purpose would be as defined under the Companies Act, 2013.

(x) The tenderer shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of SEBI.

12. The other terms and conditions as mentioned in Annexure-I shall be binding on the tenderer and will form part of the agreement to be executed by the successful tenderer.

Annexure-I

OTHER TERMS AND CONDITIONS

1. Definitions:

The following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

i. "Approved" means approved by the Board's authorized representative in writing including subsequent confirmation of previous approval and "Approval" means approval by the Board's representative in writing as aforesaid.

ii. "Architect" means _____or permitted assignees or successors in office and authorized representative.

iii. Board: Board means Securities and Exchange Board of India having its head office at SEBI Bhavan, Plot No C-4A, G Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051.

iv. "Designated Architect": Designated Architect means a senior Architect of the Architect Firm holding a bachelors degree in architecture and having an experience of atleast 5 years.

v. "Fee": Fee shall mean the remuneration payable to the Architect for consultancy services rendered by the Architect (the scope of which is defined hereunder);

vi. "Main architect / Principal Architect": The Main Architect / Principal Architect means the Director / Partner/Owner of the Architect firm.

vii. "Site" shall mean any portion(s) of the premises identified by the Board for execution of work and for providing Architectural services.

viii. "Cost of Project" means the cost at which the work is awarded/ to be awarded to the Architect for execution, and includes all such works assigned to the Architect by the Board without applicable taxes, if any.

2. A Summary of the services that the Architect will be required to account for in this tender are as follows:-

Stage 1:- Review phase – Review, Familiarize and understand the site and all documents in consultation with SEBI

Stage 2:- Outline Phase – Engage Specialist sub Consultants as required, prepare detail space requirements and outline drawings in consultation with SEBI.

Stage 3:- Schematic Design phase – Develop Outline into schematic design, prepare graphic presentation images and walk through model in consultation with SEBI, Obtaining necessary permissions / NOC from CFO and MMRDA for commencement of works.

Stage 4:- Detail Design Phase – Develop Schematic drawings in to detail design in consultation with SEBI.

Stage 5:- Documentation, Tendering and Contract Award Phase – Prepare Tender Drawings and assist in preparation of tender document.

Stage 6:- Contract Administration phase – Regular Supervision / Project management, certification of Architects bills.

Stage 7:- Post Execution of Project – Coordinate project completion, Commissioning etc., Obtaining necessary permissions / NOC from CFO and MMRDA for occupation of premises after completion of works.

Stage 8:- Project Completion – Issue Completion Certificate and certification of final bills and snag rectification.

3. The Architect's scope of work shall include the following:

a) The major scope of work includes:

i. Interior furnishing and other associated Electro Mechanical works of Ground and First floors of SEBI Bhavan II.

ii. AV work in meeting rooms at Ground and 1st Floor of SEBI Bhavan II

iii. Revamping of Audio-Video System at Board Room at 7th Floor of SEBI Bhavan II

iv. Renovation of Pavement / Driveway / walkway / Revamping of basements at SEBI Bhavan II.

v. Audio-Video (AV) and other associated works at SEBI Bhavan in Mumbai.

vi. Renovation of Guest House at SEBI Aavas, Malad East, Mumbai (First and Second Floor).

vii. Renovation of Executive Floors, SEBI Bhavan.

viii. Creation of additional toilet blocks in SEBI Bhavan basement.

ix. Other incidental works that are ancillary/assigned works being carried out in SEBI Bhavan, SEBI Bhavan II and residential premises.

b) The Architect may, if so required, assign some of the specialized works/ services which are part of sub-clause (a) above to qualified and competent/reputed Specialists / Consultants in consultation with SEBI. The Architect shall be fully responsible for the design and soundness of the works of such consultants and shall also co-ordinate the activities of various consultants/specialists.

c) The fee (including expenses incurred by the said Specialists / Consultants towards site / office visits required in connection with the project) payable to the said Specialists/Consultants appointed under this clause shall be paid by the Architect, within the overall approved fee payable to the Architect by the Board.

d) The Architect shall prepare the tender document based on the specifications, broad estimates and details finalized in consultation with the Board. Architect shall assist in issuing the notice for prequalification of the Architects / tender notice, etc. for the Board. The day to day supervision of the work, measurements of the work carried out at site, certification of the Architects' bill, etc. shall be in the scope of the Architect.

4. Comprehensive services to be rendered by the Architect:

a) Obtaining existing details of the premises.

b) Taking instructions from the Board, visit the site and prepare and submit sketch designs as per the requirements which shall be in accordance with local governing codes / standards , regulations etc. (including carrying out necessary revisions till the sketch designs are finally approved by the Board), prepare preliminary estimates of cost by cubic measurements, area measurements or otherwise based on the prevailing market rates and submit along with a detailed project report on the scheme so as to enable the Board to take a decision on the sketch designs.

c) Submitting the required drawings to the Municipality and / or other Local Statutory Authorities and obtaining its approval, if required, for commencement/completion of work. Dealing with statutory Authorities/Taking approvals from BMC/MMRDA/MPCB/CFO/any other statutory authorities before commencement/after completion of work. All efforts shall be made by the Architect that the work is not stopped or delayed on want of approvals from these authorities. It is expected that Architect shall obtain all such approvals within 3 weeks from the date of submission of proposal to the statutory authorities. Any statutory payment to be made to these authorities shall be borne by the Board. The Architect should advise Board on technical and financial implications on the deviations from/amendments to, if any, the approved scheme.

d) Assisting in short listing of Architects including scrutiny of applications, site visit etc. if required, to verify the competence of Architects based on the previous work executed by them and final recommendations to the Board for making a panel of short listed Architects for the work.

e) Preparing architectural and working drawings for civil, water supply, sanitary, drainage, etc., electrical installation, telephone installation, air-conditioning, etc. including all such other particulars as may be necessary for preparation of bill of quantities.

f) To submit a five (5) minute video walk through indicating the layout, furnitures, cabins, color scheme, etc, after approval of the furnishing layout of the office premises. To submit Mood boards / Sample Boards for the design / sample of materials.

g) Preparing detailed estimates with rate analysis for various trades viz. furnishing work and specialist services such as water supply and sanitary installation, electrical installation, air-conditioning, etc. complete with general and special conditions of the contract, general and particular specifications, bill of quantities, time and progress charts, etc.

h) Apart from such copies of drawings as are required for submission to the local authorities, the Architect shall supply additional copies of drawings free of cost, namely:

(i) Two sets of all drawings for clerk of works / site engineer.
(ii) One set of all drawings for Consultants, if any.
(iii) Two sets of all drawings to the Board.

The cost of supplying copies of drawings over and above the sets mentioned above shall be reimbursed by the Board to the Architect.

AutoCad drawings in soft copies for various works shall also be submitted for the use of SEBI officials as well as Consultants for various trades.

i) To prepare tender notices for inviting tenders from prequalified / shortlisted parties on behalf of the Board for all trades and submitting assessment reports on the tenders received thereon, together with recommendations specifying abnormally high and low rated items. To prepare contract documents for all trades and getting them executed by the concerned Architects.

The assessment report shall be based on proper analysis of rates with constants from an approved Standard Hand Book and market rates of materials and labour for major items of works costing about 90% of the estimated cost of the work. Wherever constants of items are not available in the approved Standard Hand Book, the analysis of rates will be prepared based on market rates.

All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not.

j) To prepare for the use by the Board, the Architect and site staff, 6 copies of contract documents for all trades including all drawings, specifications, and other particulars as are necessary for the proper execution of the works.

k) Assuming full responsibility for supervision including day to day supervision of work at site and proper execution of all works by general and specialist Architects who are engaged from time to time, including measurement, quality control, control over quantities during the execution to restrict variation, if any, to the minimum and complete project management. The Architect shall deploy a graduate Site Engineer (B.E. Civil Engg / B. Arch) on daily basis with atleast five years of experience at site for day to day supervision of the work executed by various agencies. The site engineer will co-ordinate among various agencies to ensure smooth progress of the work.

l) Checking measurements of works at site, checking Architect's bills, issuing periodical certificates for payments, passing and certifying work carried out / accounts, so as to enable the Board to make payments to the Architects and adjustments of all accounts between the Architects and the Board. The Architect shall be fully responsible for quality and all measurements of works certified by them.

m) Senior representative(s) on behalf of the Architect as well as on behalf of consultant(s) engaged by the Architect, who is / are authorized to give decisions relating to work under execution, shall attend progress review meetings at periodical intervals to resolve bottlenecks, if any, and for timely completion of the work. During such visits, the Architect and its representative(s) shall also asses the quality of the work and adherence to the specifications by the Architect(s).

n) No deviations or substitutions will be authorized by the Architect without working out the financial implication, if any, to the Architect and obtaining prior approval of the Board. However, where time does not permit and where it is expedient, the Architect may take decisions on behalf of the Board, the total cost of the item / deviation of which should not exceed Rs 25,000/-. This deviation shall be got subsequently ratified from the Board by submitting proper justification within 07 calendar days of incurring such cost.

o) Certifying completion of the work and issuing virtual completion certificate.

p) Providing all inputs as may be required and shall be responsible for the successful completion of the project in all respects, including advice in advance.

q) The Architect shall on completion of work supply to the Board:

   (i) All CD's/ original transparencies. As built drawings in three copies of suitable scale for general arrangement of floors, reflected ceiling plans, dimensional drawings, etc.

(ii) CD's/three sets of services drawings mentioning water supply, sewer lines and other hidden lines as the case may be and for various services provided in the building etc.

The cost of supplying CD's/ copies of drawings over and above the sets mentioned above shall be reimbursed by the Board to the Architect at mutually agreed rates.

r) Assisting the Board in all arbitration proceedings between the Architects and the Board and also defend the Board in such proceedings.

s) Any other services connected with the said work usually and normally rendered by the Architect and not specifically referred to in any of the items mentioned above.

t) The Architect has to allocate atleast one designated architect and other consultants required for the said work.

u) The Designated Architect should visit the site atleast every alternate day with other consultants to review the progress and quality of the work and to solve the issues, if any, at site. He may be invited more frequently depending on site requirement and progress of work. He must ensure that progress of work does not get affected due to non-availability of details / drawings by the architect, or any other reason attributable to the architect. This is in addition to a site supervisor/engineer mentioned elsewhere.

v) The Principal Architect shall attend the review meetings (weekly) or as scheduled by the Board, with 24 hrs prior notice at such places as decided by the Board. In the event that the principal architect fails to attend three such consecutive meetings, the Board shall have the right to deduct a notional amount of Rs. 10,000/- (Rupees Ten thousand only) for each unattended meeting.

w) Advising the Board well in advance regarding the steps to be taken by the Board to discharge its responsibility in execution of contract agreements and for smooth speedy progress of work.

x) Any other services connected with the said work usually and normally rendered by the Architect and not specifically referred to in any of the items mentioned above.

5. <u>Payment:</u>

a) The Board shall pay to the Architect for the services to be rendered by the Architect in relation to the said work and in particular for the services

hereinbefore mentioned, a fee calculated @ (as per the approved rate) % of the initial estimated cost approved by the Board / revised estimated cost of the project as approved by the Board or actual cost of the project whichever is lower, excluding service tax and fees, if any, payable to the statutory authorities.

b) The Architect shall be paid fee referred to above in the manner laid down below. The Board shall, however, have the liberty to omit, postpone or not to execute any work and the Architect shall not be entitled to any compensation or damages for such omission, postponement or non-execution of the work, except the fee which have become payable to them for the services actually rendered by them.

c) The above fee at 5(a) shall include the fee that may be payable by the Architect to any other consultant/specialists appointed by them and nothing extra shall be payable beyond the agreed fee for this purpose. The charges towards salary of Graduate Site Engineer to be deputed at site shall be paid separately.

d) Schedule of payment

i)	On preparation of alternate drawings and submission of the scheme along with a detailed project report for approval of the Board.	10% (Ten percent) of the total fee
ii)	On preparation of all working drawings including interiors / architectural and all other drawings pertaining to the various specialist services and their approval, if required, from various local authorities for commencement of work and Submission of 5 mins walk through, Mood Boards and Sample Boards	10% (Ten percent) of the total fee payable
iii)	On preparation of detailed estimates, and submission of recommendations to the Board in respect of short listing of Architects, and after awarding the work to the Architect.	15% (Fifteen percent) of the total fee payable
iv)	During execution stage, in installments as the work proceeds for supervision of the work in proportion to works certified from time to time.	30% (Thirty percent) of the total fee payable
v)	On completion of work in all respects on submission of as built drawings, both hard copies and soft copies in Autocad form and in PDF form, manuals for all services, warranty	15% (Fifteen percent) of the total fee payable

	certificates, etc. Obtaining necessary approvals both for starting / commencing work and after completion of work, Obtaining Fire approval, occupation certificate, etc.	
vi)	On completion of work in all respects and closing of Architects' accounts certification of final bill of all Architects, identification of snags and rectification of snags	The balance 20% (Twenty percent) of the total fee payable

For stages (i) to (iii), the fee shall be calculated on the basis of Initial estimated cost of the project approved by the Board.

For stage (iv) onward, the fee shall be calculated on the basis of the actual cost of the works. The final fee shall be calculated on the basis of initial estimated cost of the project as approved by the Board or actual cost of the project whichever is lower for the works assigned to the Architect. The fee paid earlier will be suitably adjusted while making payment at various stages of work.

Progressive/ prorata payment may be made to the Architect in respect of stage (iv).

e) The Architect/ consultants/specialists shall visit the site / office as and when required and as requested by the Board for which no expenses would be reimbursed to the Architect.

f) The following items shall not be included in the cost of the work while calculating the professional fee payable to the Architect.

(i) Statutory payments released by the Board to various local controlling authorities.

(ii) No deduction will be made from the Architect's fee on account of liquidated damages or such other sums withheld from the payments due to the Architect. However, in case the work is delayed on reasons attributable to the architect, the proportionate liquidated damages would also be applicable to architects fees. Board also reserves the right to levy liquidated damages on the architects, if the project is delayed on reasons attributable to architects (and their services, such as issue of drawings, clarification of doubts, detailings, clarifications from other consultants, certifications, etc)

(iii) The decision of the Board in respect of such items not to be included in the cost of work for calculation of the professional fee, shall be final and binding on the Architect.

g) The Board shall make payment of fee to the Architect, once it becomes due, as per the stages mentioned in 5(d) above. The same shall be made normally within 30 days of the submission of the bill by the Architect, subject to the fulfillment of various terms and conditions in respect of the fee claimed.

h) In case the work is terminated in pursuance of the termination clause, the fee shall be paid to the Architect for the actual services rendered as per stages referred to in this clause.

i) In case of outstation visits for inspection/discussions, the Architect/Consultants would be reimbursed the cost of airfare economy class ticket and for suitable accommodation by the Board on production of original tickets/bills for accommodation to the Board.

6. Time Schedule for completion of work:

The Architect shall follow the Time Schedule given hereunder:

Sl. No.	Description of Work	Time Schedule
1	Submission of concept, sketch plans and preliminary drawings, designs and details to the Board.	Within 2 weeks from the date of acceptance of work by the Architect.
2	Submission of required plans to the Municipal and other local authorities, if necessary	Within 2 weeks from the date of receipt of Board's approval on sketch plans.
3	Submission of estimates including drawings, specifications etc. all complete in respects for furnishing work and other services.	Within 4 weeks from the date of receipt of Board's approval on sketch plans.
4	Submission of Architect's report on the various tenders.	Within 1 week from the date of receipt of the tenders from the Board.
5.	Submission of working drawings for execution of work at site	Within 1 week after award of work to the Architect/s and as and when required during execution of the work.
6.	Certifications of bills of the Architect	Within 1 week from the date of receipt of the bill
7.	Other drawing details / clarifications etc., if any.	Within 48 hours for smooth running of the work.

Provided however, that upon written request of the Architect for extension of time other than the time stipulated herein, the Board may grant such extended time as it deems necessary for execution/ completion of the work.

The timelines given above may be relaxed in case of exigencies of the Board and after approval of competent Authority of the Board.

7. Compensation for delay:

The time for carrying out the work, as specified in Clause 6 above, shall be strictly followed by the Architect and shall be deemed to be the essence of the contract on the part of the Architect. The work shall be carried out with all diligence throughout the stipulated period of the contract and in the event of proven failure of the Architect to complete the work within the given time schedule, as specified above, or subsequently notified to him, the Architect shall pay compensation, of an amount equal to 1% (one percent) of the fee payable for the work for every week that the work remains incomplete after the specified date, subject to a maximum of 5% (five percent) of the Professional fee and subject to *force majeure*. However, the compensation shall be calculated based on the stage of completion of the work at the particular stage in comparison to the stage of work that the Architect was supposed to carry out within the specified time, in terms of the schedule mentioned at Clause No.6.

8. Termination of work:

a) In case of violation of terms and conditions of this agreement, the same may be terminated by either party by giving a written notice of two months to the other party subject to submission of reasons thereof. Even after termination of their employment, the Architect shall remain liable and be responsible for due certification / approval of any bills submitted by the Architects at any time in respect of the work executed before the termination of the Architect's appointment; but shall not be entitled to additional remuneration thereof.

b) If the Architect becomes insolvent or closes his business for reasons whatsoever or becomes incapacitated from acting as an Architect, the Board shall have the right to terminate this agreement forthwith.

c) (i) If the Architect fails to adhere to the time schedule stipulated herein or the extended time which may be granted by the Board at its sole discretion, or (ii) In case there is any change in the constitution of the firm of the Architect for any reason whatsoever, the Board shall be entitled to terminate this work and entrust the work to some other Architect.

d) In case of termination under sub-clause 8 (a), (b) or (c) above, the Architect shall not be entitled to any fee or compensation except the fee payable to him for the work actually done. In such case the decision of the Board as to what is the work actually done and what is the amount of the fee due to the Architect on the basis of actual work done shall be final and binding on the Architect.

e) In case of the termination under sub-clause 8 (a), (b) or (c) above, the Board shall have the right to make use of all or any drawings, estimates or other

documents prepared by the Architect after payment for the services of the Architect for preparation of the same in full as provided herein.

9. Transfer of interest:

Neither the Board nor the Architect shall assign, sublet or transfer their interest in this work without the written consent of the other.

10. Arbitration:

a. If any dispute, differences or questions shall at any time arise between the parties as to the implementation/ execution of this Agreement or anything or containing anything herein contained or arising out of this Agreement or as to the right, liabilities and duties of the parties hereunder, then the same shall be referred to arbitration by a sole arbitrator to be appointed by the Board who shall be unconnected either to the Board or the Architect. The Arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (No. 26 of 1996). The costs shall be borne equally between the Board and the Architect. The place of arbitration shall be at Mumbai and shall be conducted in English.

b. For any legal or other proceeding emanating from this agreement the other parties with whom the dispute is not related to shall not be made as a party to the proceeding.

11. General:

i. The scrutiny of the drawings and designs by the Board's own supervisory staff, if any, does not absolve the Architect of his responsibility under the terms and conditions. The Architect shall remain solely responsible for correctness of the drawings and designs issued by him as well as other consultants / associates appointed by him.

ii. The Board reserves the right to use the finalized drawings for the completion of the project / to share with the service providers / any other persons / agencies and does not require to take any consent from the architects to share the same. Further, in any event the architect / firm abandon the project / withdraws from the project / or service of the architect are terminated from the project for what so ever reasons, the Board would use the drawings / details, etc, for completion and all other purposes.

iii. Force Majeure: Neither Party hereto shall be responsible for failure and delay in carrying out its obligations under this Agreement if such failure is solely caused by any cause beyond its reasonable control (force majeure) which are including but not limited to earthquake, floods, windstorms, fire, terrorist strikes, war, blockade, embargoes, insurrection, strikes, riots, lockout, lack of electricity, or any form of government regulatory or authority action; then they shall notify the other party of the circumstances constituting force

majeure and specify the obligation of such circumstances and the party giving the notice shall be excused such performance or punctual performance, as the case may be, for so long as the circumstances of prevention or delay continues. The party giving such notice shall provide reasonable facilities for the other party for examining such circumstances and shall advise the other party regularly of relevant information relating to such circumstances.

iv. Governing Law & Jurisdiction: The terms of this Agreement shall be governed by and construed in accordance with the laws of India. All disputes arising out of this contract shall be subject to the exclusive jurisdiction of the courts in Mumbai.

v. The Architect confirms that they he / she is not associated with any of the Architects / Suppliers dealing with interior furnishing works. If the architect / its relative / representative of the Architect has financial interest/stake in the Architects' firm, the same shall be is disclosed by the Architect at the time of submitting the bid.

vi. The Architect hereby agrees that the fees to be paid shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the Board in respect of any proprietary rights or copy rights on the part of any other party relating to the plans, models and drawings.

vii. The Architect shall indemnify and keep indemnified the Board against any such claims and against all costs and expenses, if paid by the Board in defending himself against such claims.

viii. All communication arising out of agreement or execution thereof has to be sent to the respective parties at their Mumbai address, as applicable.

----------End of Technical Bid----------