

Notice Inviting Applications/Offers from Architects for rendering Professional Services as Interior Designer cum Architect for proposed furnishing work on 27th floor of GIFT ONE Tower, GIFT City, Gandhinagar, Gujarat..

Bank of Baroda invites applications/offers from reputed Architects for rendering their professional services as Interior Designer cum Architect for proposed furnishing work on 27th floor of GIFT ONE Tower, GIFT City, Gandhinagar, Gujarat.

Sr.No.	Name of work	Approx. Cost (Rs.)
1	Interior Designing cum Architectural services for furnishing and MEPF work on 27 th floor of GIFT ONE Tower, GIFT City, Gandhinagar, Gujarat.	5.90 Crores

The above Project of Bank of Baroda office in GIFT CITY on 27th Floor consists of one floor having total built up area approx. 29150 sq.ft. Your scope of work will be for the Designing of various services in the office area on 27th floor admeasuring of approx. 29150 Sq.ft. and shall include the following services:

1. Civil/Fire Fighting/Electrical/AC/BMS/CCTV and Interior Designing.
2. Designing of MEPF and preparing layout as per Interior Layout.
3. Fire Fighting Work – Sprinkler/Smoke Detectors/Piping layout & IBMS to suit interior layout.
4. LT Electrical, Data and voice, Cable Routes etc.

Architect will be responsible for rendering professional services for above work in compliance with rules applicable to the local area and regulations of statutory/local authorities and Bank's guidelines.

The scope of work broadly involves design, preparation of drawing, layout, preparation of estimate, preparation of tender, obtaining statutory approvals (if required), periodical supervision of work, bill verification/certification and other allied works related to project.

Architects/Firms who fulfill the following minimum pre- qualifying / eligibility criterions need only apply:

- Average Annual financial turnover of the firm during the last -3- years ending 31st March, 2018, should be at least Rs. 25 Lacs. Supported with audited balance sheets.
- Experience of having successfully completed similar works / job i.e. Office building, Commercial building, Institutional building, Interior Design mentioned hereinabove for Public Sector Undertaking, Govt. Project or

Corporate Sector, Banks etc. Area not less than 20000 sqft (for single project) during last – 7 years (as on 28.02.2019) should be either of the following.

- A) Three similar completed works each costing not less than Rs. 2.40 Crs.
OR
B) Two similar completed works each costing not less than Rs. 2.95 Crs.
OR
C) One similar completed work costing not less than Rs. 4.75 Crs.

- Having sufficient number of experienced personnel, technical know-how, construction equipment & machinery and should be able to arrange for Autocad and 3D drawings facilities with all modern accessories, printers, and authorize softwares.
- Having registration with Council of Architect for minimum 7 years is a must.
- Architect should have valid license from ICA.

Note :

- i. Applications by those firms who do not submit Performance Certificates from their previous employers /clients shall be liable to be summarily rejected.
- ii. The proposed work shall be executed by single Architect and not as Joint Venture, tie-ups etc.

Duly filled & signed application /offers shall be submitted in two bid system in the following manner :

- (i) **Envelope - A** – Duly sealed cover super scribed as “**Technical Bid – Application/Offer for rendering Professional Services as Interior Designer cum Architect for furnishing work on 27th floor of GIFT ONE Tower, GIFT City, Gandhinagar, Gujarat.**” shall contain only technical data along with Basic Information, Proforma-1 to Proforma-4 along with the supporting documents, Draft agreement along with Annexures I & II. **No reference is to be made to the financial aspects of the offer failing which the offers shall be liable to be summarily rejected**
- (ii) **Envelope - B** - Duly sealed cover super scribed as “**Price Bid – Application/Offer for rendering Professional Services as Interior Designer cum Architect for furnishing work on 27th floor of GIFT ONE Tower, GIFT City, Gandhinagar, Gujarat**” shall contain **only Price Bid (Annexure III)**

Both the sealed covers shall then be put into one single cover and sealed duly super scribing “ **Application/Offer for rendering Professional Services as Interior Designer cum Architect for furnishing work on 27th floor of GIFT ONE Tower, GIFT City, Gandhinagar, Gujarat.**” addressed and submitted at the following address on or before **04/04/2019 upto 14.00 hrs.**

**The Asstt. General Manager
Bank of Baroda,
Facilities Management Department
5th Floor, Baroda Bhavan,
R.C. Dutt Road, Alakpuri,
Baroda – 390007.**

Prequalification and Final selection of Interior Designer cum Architect will be the ultimate choice of Bank. The Bank reserves the right to accept or reject any or all the applications without assigning any reasons whatsoever.

The envelop 'A' shall be opened on 04/04/2019 at 14:30 hrs in presence of tenderers or their authorized representatives should they choose to be present.

..

Date :

The Asstt. General Manager,
Bank of Baroda,
Facilities Management Department
5th Floor, Baroda Bhavan,
R.C. Dutt Road, Alakpuri,
Baroda – 390007.

Sir,

Sub : Application/Offer for rendering Professional Services as Interior Designer cum Architect for furnishing work on 27th floor of GIFT ONE Tower, GIFT City, Gandhinagar, Gujarat.”

I / We have read and understood the pre-qualification notice and instructions to the Applicants and submit my / our application for Bank’s consideration duly filled and complete in all respects according the proforma. I / We further understand that pre-qualification and selection of Architect for the project will be in accordance with Banks terms and conditions subject to the authority of the Bank to alter or amend the same keeping in view of the exigencies of the work. I / We do hereby declare that the information furnished in the proforma from pages _____ to _____ and in the supplementary sheets is correct to the best of my / our knowledge and belief.

Yours faithfully,

Signature

Name

Organization:

Designation

Phone :

Contact :

E-mail ID. :

Seal :

Instructions to the Applicants for furnishing information as a part of application for pre-qualification.

1. Intending Applicants are required to submit their applications with full bio-data giving details about their organization, experience, technical personnel (Architect, Interior Designer and Autocad draftsman) in their organization, competence and adequate evidence of their financial standing etc. in the enclosed form which will be kept confidential.
2. While deciding upon the pre-qualifications cum selection of Interior Designer cum Architect , emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close co-ordination with Bank.
3. Decision of the Bank in regard to selection of Interior Designer cum Architect solely on past experience and successful completion of the projects earlier without any litigation with the client. The Bank is not bound to assign any reason for acceptance / rejection of any applications.
4. Each page of the application shall be signed. The application shall be signed by persons / persons on behalf of the organization having necessary authorization / Power of Attorney to do so. (Certified copies to be enclosed)
5. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part of the proforma and serial number. Separate sheets shall be used for each part. However, the format shall be as per proforma.
6. Applications containing false incomplete and /or inadequate information are liable to be rejected . Also mere fulfillment of eligibility criteria does not guarantees selection.
7. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall include those works only which are individually costing not less than Rs. 2.40 Crs. (Rs. Two Crore Forty Lakh only) of the estimated cost shown hereinabove.

Clarification, if any, may be obtained on or before two days prior to the scheduled date of submission from the office of

The Asstt. General Manager, Bank of Baroda, Facilities Management Department, 5th Floor, Baroda Bhavan, R.C Dutt Road, Alkapuri, Vadodara– 390020.

Contact Person : Mr. Nishant P. Kawade ,Chief Manager (Electrical) – 0265 -2316586
Mr. Rahul Damare, Sr.Manager (Civil) – 0265–2316597.
E mail – pe.bcc @bankofbaroda.com

8. Canvassing in any form in connection with pre-qualification is strictly prohibited and the application of such persons / organizations that resort to canvassing and / or undue means will be liable to rejection.

9. The applications which are received after due data and time are liable to be rejected.
10. Bank reserves the right to reject any all the applications without assigning any reasons whatsoever therefore.
11. Addenda to the tender document may be issued if required to clarify documents or to reflect modifications to the design or contract terms.

Each addendum issued by the Bank will be displayed on the Bank's website only, referred to hereinabove. All addenda have to be submitted alongwith the tender document duly signed as a token of acceptance of the same. All addenda issued by the Bank shall become part of Tender Documents. Bidders are requested to visit the tender section of Bank's website for issuance of addendum till two days prior to the scheduled date of submission.

12. Disputes, if any, shall be subject to the jurisdiction of courts in Vadodara only.

Signature of the Applicant
Address & Seal

** .. **

Basic Information
Part I- A

1	<p>a) Name of the applicant / organization b) Address of the Registered Office</p> <p>c) Address of office at Vadodara / Ahemdabad, if any (with Phone Nos & Email ID)</p>	
2	Year of establishment	
3	<p>Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)</p>	
4	<p>Name & qualification of the Proprietor / Partners / Directors of the Organization / Firm a) b) c) d) Enclose certified copies of document as evidence</p>	
5	<p>Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number. Enclose certified copies of document as evidence</p>	
6	<p>Whether registered with Government / Semi – Government / Municipal Authorities of any other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)</p>	
7	<p>Details of Registrations with :</p> <ol style="list-style-type: none"> 1) Indian Institute of Architects. 2) Council for Architects 3) Institution of Engineers(India) <p>(with year of Registration /class/validity) (Enclose certified copies of documents as evidence).</p>	
7A	No. of years of experience in the field.(As per the supporting Documents)	
8	Address of local office through which the proposed work of the Bank will be handled	

	and the Name & Designation of officer in charge.	
9	Yearly turnover of the organization during last 3 years (year wise) 2015-2016 2016-2017 2017-2018 Avg Annual Trunover:	
10	Solvency certificate from a Bank to be enclosed for indicating satisfactory financial capacity of the or organization (Min Rs 5 Lakh)	1. Name of Bank / Branch 2. Solvent for Rs. 3. Date of issue.
11	Enclose copy of latest income tax clearance certificate. OR Copy of IT Return Uploaded to IT Dept. duly signed by CA	
12	PAN No.	
13	Details of registration for payment for GST	
14	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation. Give name of court, place, status of pending litigation.	Attach a separate sheet if required.
15	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
16	Reasonable presence/local address of the Architect:	
17	References with Address & Telephone Numbers of two persons, E.mail (Engineers, or top officials of an organization) for whom you have executed similar works, who may be directly contacted by the Bank about the ability, competence or capability of your organization.	

PART I – B (Part of Technical Bid)
DETAILS OF ORGANISATIONAL STRUCTURE

1	Details of In-house Qualified Architects <ol style="list-style-type: none"> 1. With more than 15 years experience in similar works 2. With more than 5 years experience in similar works 	
2	Details of Qualified In-house Structural Engineers <ol style="list-style-type: none"> 1. With more than 15 years experience 2. With less than 15 years experience 	
3	Details of Qualified In-house Civil Engineers, with details of experience in similar works <p>For Office work (Quantify surveying, Co-ordination, Bill Certification etc.)</p> <ol style="list-style-type: none"> 1.with more than 15 years experience 2.with less than 5 years experience <p>For Site work (For site visits supervision of works, co-ordination etc.)</p> <ol style="list-style-type: none"> 1.with more than 15 years experience 2.with less than 15 years experience 	
4	Details of in-house qualified water supply & sanitary Engineers Sanitary & Plumbing Works <p>A FOR OFFICE WORK</p> <ol style="list-style-type: none"> 1 With more than 15 yrs experience 2 With less than 15 yrs experience <p>B FOR SITE WORKS</p> <ol style="list-style-type: none"> 1 With more than 15 yrs experience 2 With more than 5 yrs experience 	

5	Details of In-house Qualified Electrical Engineers 1. With more than 15 years experience 2. With less than 5 years experience	
6	Details of Qualified Engineers for Fire Protection & Detection Works 1. with more than 15 years experience 2. with more than 5 years experience	
7	Details of other In-house Specialists available A. For Lift Works & other Electro Mechanical Works B. For any other works	
8	Details of in house qualified Air conditioning Engineers a) with more than 15 years experience b) with more than 5 years experience	
9	If the applicant have existing association/collaboration or likely to form a consortium of/ with other Consulting Engineers the details of the intended set up shall be given along with details of technical staff similar lines the activities from 2 to 7 the details to be given along with the details of the firm they intend to collaborate	

Proforma 1
Work capability and previous experience

a) List of Projects executed by the organization during the last 7 years (as of 28/02/2019) costing Rs. 240 lacs and above, Similar type of work.

Sr. No	Name of the project & location.	Name & full postal address of the owner. whether Govt. Govt. under taking & contact person	Contract Amount (Rs.) for Architect work only with copy of Work Order & completion certificate from project in- charge.	Completion Period as Stipulated (Year)	Completion Period Actual (Year) of completion	Any other relevant information. Actual amount of the Project, if increased, give reasons.	Specify whether for Govt of India undertaking.
1	2	3	4	5	6	7	8

Notes :

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".
2. Date shall be reckoned from the date of advertisement of the notice in news papers.
3. For certificates, the issuing authority shall not be less than an Executive Engineer.

Proforma 2
Work capability and details of works in hand.

B) List of important works ON HAND costing Rs. 240 lacs and above for Interior Decoration work.

Sr. No	Name of the project & location.	Name & full postal address of the owner. Also indicate whether Govt. Semi-Govt. Private body or Financial Institution with full postal address & details of contact person of the owner.	Contract Amount (Rs.) for Architectural work only with copy of Work Order	Completion Period Stipulated (Year)	Actual (Year) of completion	Any other relevant information.
1	2	3	4	5	6	8

Notes :

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".

Proforma 3
Technical Personnel and Similar Experience.

Details of technical personnel, giving details about their technical qualification & experience including that in your establishment.

Sr. No	Name	Age	Qualification	Experience	Nature of works handled	Name of the projects handled costing over Rs. 240 lacs	Date from which employed in your organization.	Indicate details of experience for similar projects.
1	2	3	4	5	6	7	8	9

Notes :

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".
2. Indicate other points, if any, to show your technical and managerial competency to indicate any important point in your favour.

Proforma- 4
Details of infrastructure in office

Sr. No.	Item	Number	Details
1	Office premises, Area etc.		
2	Fax Machine		
3	Telephone		
4	Other instruments		
5	Authroised Software Used for planning, estimating, execution, supervision, etc.		
6	Reference Book used for estimates/Rate analysis etc.		
7	Subscription to magazines, journals, institutional technical nature		
8	Any other Information		

ANNEXURE – I

MODAL AGREEMENT WITH ARCHITECT

➤ **ARTICLES:**

THIS AGREEMENT made at _____, this ___ day of _____ between Bank of Baroda, a body Corporate, constituted under Banking Companies (Acquisition & Transfer of Undertaking) Act 1970 & having its Head Office at Mandvi, Baroda, and Corporate Office at Baroda Corporate Centre, C - 26, G Block, Bandra Kurla Complex, Bandra [E], Mumbai 400 051. (here in after called 'The Employer' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the ONE PART.

AND

(Name of the Interior Designer cum Architect) having its office at

(Hereinafter called the Architects, which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the OTHER PART;

rendering Professional Services as Interior Designer cum Architect for furnishing work on 27th floor of GIFT ONE Tower, GIFT City, Gandhinagar, Gujarat."

WHEREAS the Employer intends to carry out "**Interior Designer and furnishing work on 27th floor of GIFT ONE Tower, GIFT City, Gandhinagar, Gujarat**"; "AND whereas the Employer is desirous of appointing the said Architects for the said building (hereinafter called the 'said works') and issued a letter of confirmation/intent No. _____ consequent upon their selection.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT the said Name of the Interior Designer cum Architect, are hereby appointed Architects for the said works on the following terms and conditions.

ARCHITECTS' SERVICES

1. Sketch Stage

- 1.1 Take Employer's instructions regarding the requirements of the project as a whole.
- 1.2 Visit the site.
- 1.3 Examine Legislation, Code and Standards (including lease agreement with municipal ,GIFT authorities and other related local bodies) and bring to Employer's notice salient aspects that may affect the project w.r.t. Interior Design work based on the approved plans, plans prepared by the Principal Architect.
- 1.4 Prepare sketch, designs, 3D designs, plan and carry out necessary revision till the sketch designs are finally approved by the Employer. Prepare approximate project cost estimates based on Sq.mt / Sq.ft. rates to enable the Employer to take a decision on sketch design and approve the same.
- 1.5 Prepare with assistance of various consultants a sketch scheme report and estimate of cost of civil works and services in sufficient detail to proceed with working drawings to prepare a budget forecast.

2. Working Drawing Stage

- 2.1 Advise Employer and obtain approval of the Employer to form of Contract and method of placing the Main Contract as also obtaining approval for nomination of Sub-Contractors / Suppliers.
- 2.2 Provide the Surveyors, Engineering Consultants and other Consultants with all the necessary information / co-ordination to allow them to perform their specialist work.
- 2.3 Prepare necessary design, drawings, working drawings, specifications, schedules of quantities and finalize the tender documents, Rate Analysis for DSR and Non DSR items and get it verified.
- 2.4 Prepare complete detailed working drawings including large scale designs, as may be decided by the Employer and working out specifications and schedules of quantities. Describe the whole project adequately for the purposes of placing the Main Contract by the approved method. The Interior Architect shall get all these drawings, details and quantities with block estimates approved by the Employer.
- 2.5 Prepare detailed tender documents for various trades, complete with Articles of Agreement, Special Conditions, General Conditions of Contract, Specifications, Drawings, Schedule of Quantities, Time and Progress Charts and any other material necessary for completing the tender documents and get the same

approved by the Employer including detailed analysis of rates based on market rates, time and progress charts etc.

- 2.6 Prepare for the use of the Employer and contractors Five copies each of all drawings, specifications or other particulars and such further details and drawings as are necessary for the proper execution of the work.

3. Construction Stage

- 3.1 Conduct the approved method of placing the main contract on behalf of the Employer.
- 3.2 Analyse report on the results of the approved method of placing the Interior and allied Contract, and make recommendations to the Employer to assist in the final selection of the Contractors for various trades.
- 3.3 After Employer approves works, advise the Employer on Contractors work progress schedule and offer comments on the same.
- 3.4 Preparing select list / pre-qualification list of contractors including making visits to the contractors works jointly with the Employer if and as desired / if required, invite the tenders for various trades and submitting assessment reports and recommendations on comparative statements, assessment reports, with recommendation, specifying abnormally high and low rated items based on proper analysis of rates with constants from an approved standard hand book and market rates of the material and labour for major items of works costing about 90% of the estimated cost of the work. All commercial condition shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not. When conditions are not susceptible of evaluation, the alternative procedure of calling all the tenderers for negotiation and asking them to submit a final bid based on the terms & conditions acceptable to the Bank may be adopted. Assist the Employer if required to conduct negotiation with tenderers where necessary and after the Employer's decision on the tender, prepare contract documents and get them executed by the concerned Contractors after obtaining Employer's approval for the contracts.

4. Supervision Stage

- 4.1 Comment on shop drawing submitted by Contractors / Suppliers with a view to ensure that the same fits in its environment. Submit Bar chart and monitor progress in accordance to the same.
- 4.2 Give periodical supervision and inspection as may be necessary (i.e. at least once in a week and whenever required by the Employer) for quality and surveillance of works as necessary to ensure proper and timely execution of the said works as per drawings and specification and effect smooth progress by prompt supply of

drawings and decisions and co-ordination with all the agencies engaged in the design, engineering and execution of various items of work as required.

Suggest modifications if any due to site conditions or otherwise and give modified drawings, specifications and costs, if required.

- 4.3 Based on periodic site visits, issue monthly certificates confirming that the work carried out is generally as per drawings and specifications.

5. **Certify Accounts**

- 5.1 Certify that the work is carried out as per drawings and to certify that quality has been maintained.
- 5.2 Check and submit for the use / reference of the Employer, two complete sets of working drawings as 'As built drawings' as prepared by **Contractor**. Out of these one set will be in reproducible tracing film. One soft copy also to be submitted to the Employer. Alternatively, Interior Designer cum Architect to submit As Built drawings with the modifications incorporating during the execution at site.
- 5.3 Issue No Objection Certificate to Employer for refund of the retention money to the contractors as per terms of relevant contract.
- 5.4 Assist Employer to reply to queries of technical audit, C.T.E. of C.V.C in case of defective or sub-standard work or any irregular / excessive payment and assist to get defects rectified and / or recover the irregular payments.
- 5.5 Assist Employer in case of dispute with contractors or disputes arising out of said project execution as well as in case of arbitration pertaining to project and protect the interest of the Employer.
- 5.6 Any other service incidental / connected with the said works usually and normally rendered by **Interior Designer cum Architect** and not referred in any of the items referred to above (except day to day supervision and administration of contract).

6. Conditions of Engagement

- 6.1 The Interior Designer cum Architects shall submit to the Employer sketch plans, detailed plans, cost estimates, tender documents, Bar Chart etc. within the period stipulated in the schedule hereto annexed.
- 6.2 The Interior Designer cum Architects shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such general superintendence and periodic inspection with regard to the said works as may be necessary and to ensure through the working drawings and specifications aforesaid that the work is free from defects and deficiencies. At the end of the defects liability period and upon receipt of a confirmation from contractor's having rectified all defects and there will be no further sums to be deducted from retention money during the period of the contract, the Interior Designer cum Architects shall issue "No Objection Certificate" to the Employer for refund of the balance retention money to the contractors as per the terms of the relevant contract.
- 6.3 Whenever the work is examined by a technical audit team including that of the Chief Technical Examiner of the Central Vigilance Commission and if it brings to notice any defective or substandard work or any irregular / excessive payments, the Architects shall recover the irregular payments, and also shall assist the Employer to reply to the said technical auditor's / examiner's queries. In case of disputes with contractor(s) or dispute arising out of the said project execution as well as in matter of arbitration pertaining to project, the Architects shall assist the Employer from time to time in drafting replies in consultation with legal advisers and protect the interest of the Employer.
- 6.4 The Interior Designer cum Architects can make deviation, alteration or omission from the approved design only after obtaining the written consent of the Employer. The Interior Designer cum Architects shall not undertake, execute or carry out any variation or extra items of work in excess of Rs.10,000/- or such other higher amounts authorized as above shall be referred to the Employer together with the reasons for making deviations and furnishing an analysis of the extra cost involved thereby. All orders given contractor by the Interior Designer cum Architects for any authorized deviation from the contract documents shall be in writing.
- 6.5 During the progress of work, whenever an excess over sanctioned cost is anticipated and / or has already occurred, the Architect shall immediately report the same to the Employer with adequate justifications for obtaining Employer's approval thereto.
- 6.6 After all the works are awarded, the Interior Designer cum Architect shall assist to revise cost estimate for Employer's approval. if required.

- 6.7 The **Interior Designer cum** Architect shall on the completion of the work, supply to the Employer free of cost the complete set of original tracings for Architectural drawings and services drawings/ layout incorporating all services floorwise, above and below false ceiling and one set of prints of the same sufficient to show the MEPF services, installed and other essential services and also assist the Employer in taking the inventory of all fittings and fixtures in the buildings. The Interior Designer cum Architects shall, if so required by the Employer supply extra copies of all such drawings and the cost of such extra copies shall be reimbursed by the Employer to the **Interior Designer cum** Architects. Three set of soft copy of all the above be also submitted to the Employer. Further, the Interior Designer cum Architect shall verify and confirm that identification marks are made on all service installations / cables / wiring etc. for easy identifications to carry out maintenance jobs.
- 6.8 The Interior Designer cum Architects shall co-ordinate all their activities with other consultants, if any, separately appointed by the Employer and other consultants so appointed by the Employer to prepare a comprehensive programme of work, as also help the contractors to arrange to have the work completed in the expeditious manner and in accordance with the programme drawn up. For this purpose, the Architect will arrange weekly / fortnightly meetings of all the consultant's, contractors / sub-contractors and Employer and prepare minutes of the discussion / instructions at such meetings and co-ordinate the work of the various contractors / sub-contractors. Architect will furnish copies of such minutes to all parties concerned.
- 6.9 The Interior Designer cum Architects shall engage qualified and competent / reputed Electrical Engineer/HVAC/ Services Engineer to assist them in preparation of design and details for these services. The Consultants will be appointed with the approval of the Employer. The fees payable to these Consultants shall be borne by the Architects out of fees received by them as per the rate quoted in tender. The Interior Designer cum Architects shall be fully responsible for the design and soundness of works of such Consultants and shall also co-ordinate the activities of various consultants and local Architects. The Interior Designer cum Architects shall not terminate the services of any Consultants engaged by them without the consent of the Employer and the Interior Designer cum Architect shall give proper justification for such termination to the Employer. The Bank shall not be liable to pay any amount to the terminated Consultants as well as to the new Consultant, if any.
- 6.10 Various bills payments for the works as per contract shall be checked and shall be subject to review / endorsement and certification as per proforma by the Interior Designer cum architect. Architect shall provide full details of bills and measurement, duly checked by Bank and Bank at his discretion shall check at random, assisted by Architect, bills, rates, amounts upto about 25% of the measurements, to enable him to satisfy himself, while endorsing certificate bills. The Interior Designer cum Architect shall endorse the above certification in the relevant measurements Books also.

6.11

7. Termination of Agreement

- 7.1 Either party herein may terminate the agreement at any time by giving a written notice of two months to the other party. Even after the termination of their employment, the **Interior Designer cum Architects** shall remain liable and be responsible for due certificate / approval of any bills submitted by the contractors at any time in respect of the works executed till such termination. If any winding up proceedings are contemplated or initiated against the **Interior Designer cum Architects**, the Employer shall be entitled to terminate the agreement and entrust the work to any other **Interior Designer cum Architect**.
- 7.2. If the Interior Designer cum Architects fail to adhere to the time schedule stipulated in the schedule hereto annexed or the extended time which may be granted by the Employer in his sole discretion, or
- 7.3 In case of termination of agreement, the Interior Designer cum Architect shall not be entitled to fees or compensation except the fees payable to them upto the **stage** or work actually done which shall be decided and determined by the employer. In the event of Interior Designer cum Architects not agreeing with the Employer's decision, the same shall be referred for settlement by Arbitration as provided hereinafter.
- 7.4 In case of termination of agreement, the Employer may make use of all or any drawings, estimates or other documents prepared by the Interior Designer cum Architects, after a reasonable payment upto the stage of work done for the stages of the **Interior Designer cum Architects** for preparation of the same in full as provided herein. Provided always that all the sanctions and approval plans / designs and other drawings shall remain the property of the Employer and the same shall be surrendered by the Interior Designer cum Architects to the Employer within ten days from the date of such termination, without demur.
- 7.5 If it is established that the Employer has to pay any extra amount due to cost over-run of the project, faulty description of tender items on the part of the Interior Designer cum Architects, the Employer may recover such extra amount after proven negligence from the fees due to the Architects as provided in Section 73 of Indian Contract Act 1872 and Section 30 of the Architects Act 1972, provided always their such damage or loss recoverable from the **Interior Designer cum Architects** shall not exceed 20% of the fees payable to them under this Agreement.

8. Transfer of Interests

The Interior Designer cum Architects shall not assign, sublet or transfer their interest in this agreement, without the written consent of the Employer.

9. Scale of charges and mode of payment

9.1 The Employer shall pay to the Interior Designer cum Architects as remuneration for the services rendered by the Interior Designer cum Architects in relation to the said works and in particular for the services herein mentioned, a fee calculated at the (rate of percentage) [Fee quoted in words] of the **actual cost of work / accepted tender cost whichever is less** The said fee being hereinafter called as “Basic Fee”. In case there is an escalation in the actual project cost over the accepted tender cost, the payment to the Architect shall be worked out as below:

- a] 100% of the basic fee on the accepted tender cost plus
- b] 50% of the basic fee on the escalated cost over & above the accepted tender cost.

Subject to a ceiling of 110% of the Basic Fee worked out on the accepted tender cost and shall be paid as indicated in sub-clause (9.3) of this clause.

9.2 The professional Fees shall not be applicable on directly bought out items by Bank.

9.3 The fees set out in Clause (a) hereinabove shall be initially calculated and paid on the basis of the estimated values of the entire work as per preliminary estimate submitted by Interior Designer cum Architect which will be further calculated and paid (i) on the basis of actual tender cost for various works when finalized and (ii) finally on actual cost of work paid to the various contractors as per the agreed terms and conditions of contract.

9.4 The Employer agrees to pay the Interior Designer cum Architect reimbursable cost he incurs for actual expenses in dealing with (i) Arbitration with contractor if any (ii) Mutually agreed payments, if required to work beyond various contract periods specified and (iii) T.A / D.A as admissible to 1st Class / Grade I Officers for out of City works.

NOTE:

For travel outside (place of the project), with due authorization of the Bank, the Architect shall be paid as under:

(a) For partners, associates, senior architects and consultants, airfare by economic class / first class A.C. coach fare both ways (on production of receipt) or actual whichever is less + Rs.1500/- per day as diem allowance.

(b) For other staff 1st class / IInd AC train fare both ways (on production of receipt) + Rs.1000/- per day as Diem allowance.

In case the project is located at the Head Quarter of Architect the employer shall pay no TA/DA.

T.A./D.A. Clause may be reviewed in terms of Consultant visit.

If a consultant from outstation is given a job he will not receive any payment for visit to site. However if a consultant visits out station for seeking clearance from concerned department or for some other works specifically assigned by the Bank, Bank will pay T.A. /D.A.

9.5 GST on services rendered by Interior Designer cum Architects levied by Central / State Government shall be borne by the Bank.

10. Method of Payments

The Employer shall pay fees to the Interior Designer cum Architect in stages as per mode of payment to Architect, as per Annexure B.

11. Visit of the Site

The Interior Designer cum Architects or their Senior Executives or their Consultants shall visit the site at GIFT CITY, Gandhinagar, Gujarat weekly or as frequently as the works require and periodically inspect the construction. For this, no separate charges shall be payable by the Employer.

The observations of the Interior Designer cum Architect / Consultant shall be passed to constructing agencies under advice to the Employer.

12. Arbitration

If any dispute, differences or question shall at any times arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of the Agreement or as to the rights, liabilities and duties of the parties hereunder except in respect of matters for which it is provided hereunder that the decision of the Employer is final and binding, the same shall be referred to arbitration and final decision after giving at least 30 days notice in writing to the other (hereinafter referred to as the "Notice for Arbitration" clearly setting out the items of dispute) to a sole arbitrator who shall be appointed as hereinafter provided. For this purpose of appointing the sole arbitrator referred to above, the Employer shall send to the Architects within thirty days of the "Notice of Arbitration" a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the Architects.

The Interior Designer cum Architects shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the Sole Arbitrator and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Architects fail to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the sole arbitrator from the panel notified to the Architects.

If the Employer fails to send to the Architect the panel of three names as aforesaid within the period specified, the Architects shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employers shall on receipt of the names as aforesaid, select any of the persons and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Arbitrator within 30 days of the receipt of the panel and inform the Architect accordingly, the Architects shall be entitled to appoint one of the persons from the panel as Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed. The arbitration shall be governed by the Arbitration & Conciliation Ordinance 1996 as in force from time to time. The award of the Arbitrator shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrators shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be reasoned award. The fees, if any of the Arbitrator shall, if required to be paid before the award is made and published, be paid in equal proportion by each of the parties. The cost of the arbitration including the fees if any, of the Arbitrator shall be borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator in the award. The Employer and the Architects also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

The Arbitrator or Arbitrators or Umpire, as the case may be, will be Fellows of the Indian Institute of Architects or Fellow of Institute of Engineers (India). The award of

the Arbitrator(s) or Umpires, as the case may be, shall be final and binding upon the parties to the Arbitration.

Professional Liability Insurance Clause: -

All disputes arising out of the or in connection with the agreement shall deemed to have arisen in the Vadodara city where project is being executed & only the said courts in the city shall have the jurisdiction to determine the same.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands hereto and on a duplicate hereof at the place and on the day, month and year hereinabove first mentioned.

SIGNED AND DELIVERED FOR AND ON
BEHALF OF THE BANK OF BARODA
BY SHRI _____

IT'S DULY CONSTITUTED ATTORNEY IN THE
PRESENCE OF

- 1) _____
- 2) _____

SIGNED AND DELIVERED
FOR AND ON BEHALF OF
THE Interior Designer cum ARCHITECT

BY PROPRIETOR

IN THE PRESENCE OF

- 1) _____
- 2) _____

ANNEXURE – A

	<u>SCHEDULE</u>	<u>PERIOD</u>
1	Submission of Sketch Plans	Within <u>3</u> days from the date of receipt of instructions from the Employer.
2	Submission of detailed drawings ,3D Design and detailed estimate complete in all respects for the project	Within <u>7</u> days from the date of Employer's approval of the sketch plans.
3	Submission of the required drawings to the for tender purpose. Interior decoration and MEPF floor plan, Sections, Elevations, work station, cabins, partitions, storage, tables and chairs at cabins, staff and visitors, waiting area, conference hall, board room etc. complete. Discussion with client for finalization of the same. Necessary modifications to be arranged as suggested.	Within <u>10 days</u> from the Date receipt of Employer's approval of the sketch plans.
4	Submission of tender drawings and draft tender for above. The splitting of tender shall be decided by the employer. Tender document comprising of NIT, GCC, Special conditions, Technical specification, approved make of manufacturer, detailed bill of quantities with rate, along with measurement sheets, Rate Analysis and quotations from market for Non DSR items. Modifications of the same suggested by employer and resubmission of the same.	
5	Submission of drawings in autocad form Incorporating the LT Electrical services, HVAC low side (LV) requirement, IBMS system and all other related interlinked activities to the Project Architect through client.	
6	Participating in tender process till award of the work in close coordination with Bank.	
7	Submission of Good for Construction /working Drawings on award of the work by the employer , which will be sufficiently for execution of the work	Within <u>7</u> days after approval from the Bank

	<p>by the appointed agency. Further detailing to be provided as the work progress and as per the requirement of the Client for completion of project as per the tender drawings, tender specifications and to suit the site conditions.</p> <p>The client may modify the scheme during the Execution of the work as per the requirement and the modification to be carried out by interior designer cum Architect without any extra / additional fees/ remuneration.</p>	
--	--	--

NOTE: - The above time periods may vary depending upon the quantum of the project and Bank's discretion.

MODE OF PAYMENT TO INTERIOR DESIGNER CUM ARCHITECT

	STAGE	Cumulative percentage of fees
1	On submitting final preliminary drawings / designs /along with the modified estimate of cost and on approval of the same by Bank of Baroda, 2 sets coloured copies on A2 size white paper and on submission of budgetary cost on sq.ft. basis or otherwise with sufficient supporting documents to invite prequalification application .	5.0
2 (A)	On submission of tender drawings, tender documents, Measurement sheets, estimated cost with all supporting documents , like Rate Analysis, samples of the material being proposed for the interior decoration/scheme, catalogues of various material to the Bank for their acceptance sufficient for inviting the tenders from the empanelled / specialized agencies by the Bank with 2D and 3D perspectives floorwise, areawise. Hard copies 2 sets on A1 /A3 size white paper and soft copy in CD/ Pen drive/ Hard drive. The soft copies of interior decoration layouts will be issued to the Project Architect for incorporating various services like HVAC, LT Electrical, IBMS, etc.	15.0
2 (B)	On approval of the tender drawing, tender document with modifications suggested by the Client sufficient for inviting the Tender for all tread and submission of 3 sets of tender Documents, drawings in hard and soft copy for modification by the Bank, if any. Sufficient to invite the tender .	25.0
3	Assisting Bank for prequalification of the tenderers, Finalization of agencies, Inviting the tenders, arranging Prebid Meeting in coordination with Bank, Replying / Preparation of Common Set of Conditions acceptable to the Bank, Attending tender opening procedure, Scrutiny and recommendations to the Client till award of the work. The fees will be paid on pro-rata basis, tread wise. The Bank may invite combine tender or individual tenders for following. <ul style="list-style-type: none"> - Interior decoration floorwise comprising of flooring, false ceiling, partitions, cabins, storages, etc. for individual or group of floors. - Work stations - Chairs - Kitchen layout, equipment's, dinning area and allied facilities - Conference halls, Board room with allied facilities - Decorative fittings and fixtures. 	30.0
4	On issuance of Good for constriction drawings complete. 6 sets through the Bank for execution purpose. The drawings and details	40.0

	should be sufficient for the work to be executed at site by appointed contractor. The fees will be paid on prorata basis tread wise.	
5	<p>During course of construction work on site (in installments) as construction work proceeds and in proportion to the value of work executed.</p> <p>Periodical supervision, attending weekly / fortnightly meeting at a, South Gujarat Zone Office/ Site at Alkapuri, Vadodara.</p> <p>This fees will be paid based on certification of RA bill payment by Bank and further recommendations by the Interior Designer on pro-rata basis.</p>	80.0
6	<p>On Completion of work (Balance if any), taking inventory</p> <p>For individual floors, trades, handing over of the same to Client,</p> <p>Advising and arranging rectification of the defective work from contractors before handing over the same to the Bank.</p> <p>The necessary deductions, if any to be pointed out /brought to the notice of Bank. Assisting Bank in replying the queries raised by the Inspection Authority/ Central Vigilance Commission and other authorities.</p> <p>10% amount shall be released on pro-rata basis trade wise, if any.</p>	90.0
7	<p>Remaining 10% amount shall be released on successful Completion of rectification of the work by the contractors i.e. On expiry of DLP of 12 months or satisfied compliance of queries, / observations by Authorities mentioned in Sr. no. 6 hereinabove, whichever is later.</p>	100.0

Note:

1) While calling for the quotations from the Interior Designer cum Architect above agreement format may be enclosed for the reference of the participating Interior Designer cum Architect to avoid any future confusion and disputes.

ANNEXURE C

Format for Certification of R.A. Bill and Final Bill of the Contractors

Certified that the various items of works claimed in this _____ running Bills/ final bill by the Contractors _____ have been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully conforming to the standard / Associates specifications and drawings, we further certify that we have checked the measurements to the extent of _____ percent but not less than 100% of each item obtained in this bill. Hence, the bill is recommended for payment of Rs.....

.....
.....

(Date)

**(Signature of the Interior Designer cum Architect)
and seal**

ANNEXURE – II**SCOPE OF WORK AND DUTIES & RESPONSIBILITIES OF THE INTERIOR ARCHITECT**

Bank of Baroda invites offers/bids from the Interior Designer cum Architect for the services of Interior Architect for Interior Designer cum Architect for furnishing work on 27th floor of GIFT ONE Tower, GIFT City, Gandhinagar, having total built up area approx. 29150 sqft.

The scope of work shall include Interior Designing of the office with state of the Art Designs, for optimum utilization of space.

1. Interior/MEPF Designing and drawings.
2. HVAC Duct layout as per Interior Layout.
3. Fire Fighting Work – Sprinkler/Smoke Detectors/Piping layout to suit interior layout.
4. LT Electrical Works including CCTV etc.

Note:- Co-ordination, obtaining statutory approvals related to Plans etc, infrastructural requirement such as design the electrical system of the proposed floor that includes UPS , Lighting Equipments, Panel Board, DG Set etc shall be included in the scope of Architects

Interior Architects scope for various above trades are as under:

1. Interior Designing : Would including Planning & Designing the Interiors and MEPF of Office area admeasuring approx. 29150 Sqft. (on 27th floor) with periodical supervision. The scope of work shall also including Planning & Designing and Procurement of Modular Furniture as per Bank 's requirements.

You will be required to post a competent Architect with qualification not below the level of Graduate Diploma in Architecture with minimum 7 years experience and has handled at least one such big project with value not less than 5.90 Crores. He shall be available for the periodically supervision of work at site and shall co-ordinate various activities with the Principal Architect as well as with other contractors.

The Bank shall be at liberty to deduct a sum of Rs. 2000/day in case such competent architect is not posted in the site and the deduction shall be continued till such time a competent architect is posted at site to the satisfaction of the Bank.

2. HVAC Work: Tender Documents will be issued to short listed contractors in a short period, as per the preliminary estimate of Rs. 5.90 Crores. Your scope of work for the above trade shall be designing the duct /firefighting/CCTV & BMS/ELV/Electrical furniture etc. layout to suit the interior layout.

Duties/Functions of Architects

The Interior Designer cum Architects shall render the following services in connection with the Bank's project:

1. For Interior Designer cum Architects without periodically Supervision - Responsibilities

- a) Taking the employer's instructions, visiting the sites, preparing sketch designs which shall be in accordance with local governing codes / standards, regulations mentioned National Building Code (NBC) and Local Fire Authority of GIFT and local bodies etc. (including carrying out necessary revisions till the sketch designs are finally approved by the employer), making approximate estimate of cost by cubic measurements, square meter, or otherwise and preparing reports on the scheme so as to enable the employer to take decision on the sketch designs.
- b) Submitting a proper Critical Path Method (CPM) Chart/Bar Chart incorporating all the activities required for the completion of the project well in time i.e., preparation of good for construction drawings for all trades i.e. plans, sections, elevations of interior decoration work, layout, further detailing for all floors, work stations, partitions, cabins, lobbies, conference halls, etc., which includes preparation of detailed tender specifications, GCC, Technical specifications, make of manufacturer, presentation of 2D and 3D views. The program should also include various stages of services to be done by the Consultants.
- c) Preparing of interior layout, architectural working drawings, reflected false ceiling plans incorporating various MEPF services, electrical installations, telephone installations, data cable etc., detailed estimates and all such other particulars as may be necessary for preparation of bill of quantities (BOQ) along with measurement sheets, rate analysis and supporting documents thereof for justification of the estimated cost.
- d) Preparing pre-qualification documents.
- e) Preparing detailed tender documents for various trades viz.,
 - o Interior decoration floorwise comprising of flooring, false ceiling, partitions, cabins, storages, etc. for individual or group of floors.
 - Work stations
 - Chairs
 - Kitchen layout, equipments, dinning area and allied facilities
 - Conference halls, Board room with allied facilities
 - Decorative fittings and fixtures.

The above Interior decoration and all associated work complete with articles of agreement, special conditions, conditions of contract, specification, bill of quantities, including detailed analysis of rates based on market rates, time and progress charts, etc.

- f) Preparing tender notices for issue by Bank for all trades and submitting assessment reports thereon, together with recommendations specifying abnormally high and low rated items. Preparing contract documents for all trades and getting them executed by the concerned contractors in coordination with Bank.

The assessment report shall be based on proper analysis of rates with constants from an approved Standard Hand Book and market rates of material and labour for major items of works costing about 90% of the estimated cost of the work.

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

When conditions are not susceptible of evaluation, the alternative procedure of calling all the tenderers for clarification and asking them to submit a final revised bid based on the common standardized terms and conditions acceptable to the Bank may be adopted.

- g) Preparing for the use of the employer, the contractor and site staff, 6 copies of contract documents for all trades including all drawings, specifications, and other particulars. Preparing such further details and drawings as are necessary for proper execution of the works.
- h) Assuming the responsibility for periodical supervision and proper execution of all works by General and Specialist Contractors who are engaged from time to time, including control over quantities during the execution to restrict variation, if any, to the minimum.
- i) No deviations or substitutions should be authorized by the Architect without working out the financial implication, if any, to the contractor and obtaining approval of the Bank. However, where time does not permit and where it is expedient, the Architect may take decisions on behalf of the Bank, the total cost of the item / deviation of which should not exceed Rs. 10,000/-. This deviation shall be got subsequently ratified from the Bank duly justifying his action at the earliest.
- j) Checking measurements of works at site. Checking contractor's bills, issuing periodical certificates for payments, and passing and certifying accounts, so as to enable the employer to make payments to the contractors and adjustments of all accounts between the contractors and the employer. It shall be mandatory on the part of the Interior Designer cum Architect to check the measurements of various items to the extent up to 100% each item of work claimed, in each running bill.

The Interior Designer cum Architects shall endorse the above certification in the relevant Measurement Books also.

- k) On completion of the project, to prepare "As Built" completion drawings of Interior Design comprising of reflected false ceiling, plan showing all MEPF services,

interior layout plan for all floors, and other related services drawings incorporating the changes appeared / executed during the construction / interior decoration work and submitting 4 copies of the same for the records of the employer in hard form and 2 soft copies in Autocad format for record of the Bank.

Further, the Interior Designer cum Architect shall verify and confirm that identification marks are made on all service installations / cables / wiring etc. for easy identifications to carry out maintenance jobs.

- l) The Interior Designer cum Architects shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over for occupation to the employer.
- m) The Interior Designer cum Architects shall assist the Bank in all arbitration proceedings between the contractors and the Bank and also defend the Bank in such proceedings.
- n) Any other services connected with the works usually and normally rendered by the Interior Designer cum Architects, but not referred to herein above.

ANNEXURE – III

Ref:

Date:

**The Asstt. General Manager,
Bank of Baroda,
Facilities Management Department,
5th Floor, Baroda Bhavan,
R C Dutt Road, Alkapuri,
Baroda – 390007.**

PRICE/FINANCIAL BID

Dear Sir,

Re: Interior Designing cum Architectural services for furnishing and MEPF work on 27th floor of GIFT ONE Tower, GIFT City, Gandhinagar, Gujarat.

With reference to the above, our Professional Fee for the above project for the services to be rendered as per Annexure I & II submitted separately will be @ % + GST (In words-@ percentage + GST.) of the Actual cost of work / Accepted tender cost whichever is less.

Thanking you,

Yours truly,

For _____

(_____)