



REGIONAL OFFICE, 7<sup>TH</sup>, FLOOR, ALOK BHARATI COMPLEX, SAHID NAGAR, BHUBANESWAR-751007.

No. MMTC/BBSR/ADMN/IW/EOI/RO/2017

Dt. 01/08/2017

### Expression of Interest (EOI) for Engagement of Architect

The objective of seeking Expression of interest is to engage Architectural Consultant/ Firms registered under the Council of Architecture to provide consultancy services for interior and furnishing work of MMTC Regional Office at Bhubaneswar.

As per the Architects Act. 1972, Govt. of India, Proprietor / All the Partners of Firm should be Registered under Council of Architecture for Rendering Professional Services.

The scope of work for Architect is to prepare concept plan, detail drawings, material specification, structural design & drawing (if required), Service drawings, cost estimation, for walls and ceilings, modular workstation, CCTV, Security Systems, Fire Detection, air conditioning, and sanitary works , electrical work , UPS and IT server room and false ceiling and other ancillary work as per requirement with periodic site supervision as and when required .

The agency having Head Office in Bhubaneswar / South Eastern states with minimum 10 years of experience in relevant field and having completed at least 3 (Three) nos. similar works of Interior of modern offices with single project of value not less than 35 Lacs (Each) in last 5 years for Govt./ Semi Govt./ Corporate houses should apply with their credential/ information/ testimonials in prescribed format which may be down loaded from MMTC web site [www.mmtclimited.com](http://www.mmtclimited.com).

The duly filled up application in prescribed format for engagement of architect for comprehensive interior architectural work for MMTC, Bhubaneswar office is to be sent to the undersigned super-scribing on the top of the envelop" Engagement of Architect Consultants/ Interior Designers." should reach him on or before 25<sup>th</sup> August 2017.

General Manager,  
MMTC, 7th Floor,  
Alok Bharati Complex,  
Sahid Nagar,  
Bhubaneswar-751007.

Signature with seal of consultant/ Firm



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No. MMTC/BBSR/ADMN/IW/EOI/RO/2017

Dt. 01/08/2017

APPLICATION FOR ENGAGEMENT OF ARCHITECT FOR COMPREHENSIVE INTERIOR ARCHITECTURAL WORK FOR MMTC REGIONAL OFFICE, BHUBANESWAR.

PART-I (A)

Instructions to the applicants before filling up of application form

1) As the time is the essence of the Contract Agreement, the ability and competence of the applicants to render required services within the specified time frame will be the major factor while deciding selection of the Architects.

2) Eligibility criteria of Architect/ Interior Designers firms

The agency having Head Office in South Eastern India and Registered Interior (Architect) design Consultant Under CPWD / or any Govt. Agencies with minimum 10 years of extensive experience of rendering Consultancy Services for at least 3(Three) similar projects of value not less than 35 lacs (Each) in last 5 years. The completed projects should have had the scope of design on for walls and ceilings, modular workstation, CCTV, security systems, fire detection, air conditioning and sanitary works , electrical work , UPS and IT server room and false flooring with periodic site supervision as and when required .

(Supporting documents must be furnished in respect of work already executed )

3) The application shall be signed by the persons on behalf of the organization having necessary authorization/ power of attorney to do so. Each page of application shall be signed (copy of power of Attorney / Memorandum of association shall be furnished along with the application and Original should be produced subsequently for verification and return).

4) Intending applicants are required to submit their full Bio-Data in duplicate giving details about their organization, experience, technical personnel in their organization, proven competence to handle major works, in house computer aided facilities etc. in the enclosed Proforma.

5) The application must be accompanied with registration certificate under council of Architecture, PAN card with IT return for last 3 year and, GST registration certificate, and filing annual service tax returns ,if any.

Signature with seal of consultant/ Firm

6) Both the forms of applications (original and duplicate copy) shall contain copies of all the enclosures separately.

7) If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheet stating therein the name of the Proforma and serial number. Separate sheets shall be used for each part of the application. Separate sheets must be duly signed and sealed.

8) The applicant (Architect Consultants, Interior Designers' firms.) must have at least two On Roll qualified graduate Architects having experience of preparation of concept plan, structural design & drawing, services, landscape ancillary works and cost estimation based on current schedule of rates of Bhubaneswar CPWD and Non- Schedule items if required based on market rate analysis.( Proof of employee must be submitted)

9) The applicant may engage the services of well qualified specialists or consultants pertaining to services. Relevant to the work at his own risk and cost and no extra payment will be made by MMTC in this regard.

10. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall include separate sheet in the prescribed format, in respect of services to be rendered by the consulting firm.

11. a) The applicant is required to take instruction from MMTC and prepare sketch designs/ presentation drawings making revisions till sketch designs are finally approved by MMTC and making preliminary estimates of cost.

b) To prepare architectural working drawings, structural drawings including, services drawings- electrical, sanitary, fire fighting and all other drawings for various trades required for completion of the particular project.

12. The prospective applicant should visit the work site to understand the nature and scope of work with prior intimation to MMTC Regional Office Bhubaneswar from 1<sup>st</sup> to 15<sup>th</sup> August 2017.

13. The application must be accompanied with rough estimates of the proposed work.

14. The total consultancy fee shall be duly filled up as per annexure - V. The consultancy fee shall be exclusive of service tax and any other taxes as applicable. Deduction of income tax etc. will be made at source at the time of making payment.

#### **15. Fraud Prevention Policy**

(1) **Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s):** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.gov.in> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.

a. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC's employee(s) any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind, whatsoever, during the tender process or during the execution of the Contract.

b. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

e. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

**(2) Disqualification from tender process and exclusion from future contracts:** If the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation of "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility, in question, MMTC, other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.

**(3) Damages:** If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent Performance Bank Guarantee.

**16(i) Holiday- Listing Clause:**

"Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of Page 6 of 20 the said policy, MMTC at its sole discretion reserves the

right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.”

17. Integrity Pact shall form part of tender as well as agreement and it shall be executed and annexed to the agreement.

18. Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012 dated 23rd March 2012 issued by Ministry of Micro, Small and Medium Enterprises Office of Development Commissioner (MSME) shall also be part of this tender and agreement subsequently.

**19. ARBITRATION:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by General Manager of MMTC Limited, Regional Office, 7<sup>th</sup> floor, Alok Bharati Complex, Sahid Nagar, Bhubaneswar. The provisions of Arbitration & Conciliation Act-1996 shall apply to such arbitration proceedings.

The venue of arbitration shall be Bhubaneswar.

Signature with seal of consultant/ Firm

(20) Schedule of Services to be rendered by the Consulting firm.

Sr. No.	Description of Item	Time Schedule
1.	To plan and prepare conceptual design and drawings as per requirement of MMTC , RO, Bhubaneswar and after obtaining the consent of the committee constituted by the department for this purpose time to time if any changes required in the planning what so ever be entertained. (Stage-I)	Within 10 days of allotment of work
. 2.	To prepare working Architectural Drawing, design and specifications of various items of work as per scope of work and getting the approval of the committee and MMTC and to supply at least 10 sets of drawing on convenient scale. (Stage-II)	Within 20 days of allotment of work.
3.	To prepare schedule of quantities and detailed estimate of various items of work as per scope of work based upon approved specification and drawings at prevailing market rate with complete justification of item rate and total cost of the project after obtaining the approval of MMTC. (Stage-III)	Within 30 days of allotment of work
. 4.	To prepare complete DNIT with schedule of quantities, terms of reference and conditions if any. (Technical/Financial Bid documents) (Stage-IV)	Within 45 days of allotment of work.
5.	To assist the department for purpose of tendering process, scrutinization, evaluation of bids and recommendation for award of work to the eligible firm. (Stage-V)	Within 60 days of allotment of work
. 6	To visit the site of work once in every 7 days to inspect and evaluate the progress of work and insure that the work at site proceeds in accordance with contract documents/drawings and to exercise time and quality control, and to give suggestion regarding work during execution, and to prepare revised drawing if required, any during the work execution. (Stage-VI)	As per the % age of time allotted for the completion of work.
7.	On submitting completion report and issuance of as built drawings 10 nos. and handing over the building to the client Department. (Stage-VII)	Within 30 days of completion of work.

Signature with seal of consultant/ Firm

21. Schedule of payment shall be as follows;-

Stages	Description of Item	Payment Schedule
1.	Taking clients instructions, preparation and approval by owners of sketch designs for interior/ exterior works including submission of approximate preliminary cost estimate of works & plans as required.	7.5% of fee based on approved estimated cost
. 2.	Preparing/ Submission of detailed cost estimate supported analysis of rates for non-schedule items, for owner's approval submission of tender documents, NIT, tender drawings & and submitting the same as required.	15% of fee based on approved estimated cost
. 3.	On preparation of detailed working/architectural drawings, and floating of item rate tenders by the owner and receipt of the same.	7.5% of fee based on approved estimated cost
. 4.	On receipt of recommendations of tender & comparative statements from Architects and after the tenders have been accepted by the owner.	10% of fee based on approved estimated cost
. 5	To be paid in instalments for supervising and superintending the execution of the said work, Measurements of executed work & recommendation of Architects for Bill. The instalments shall be paid on the percentage of the actual value of work done at that stage based on the contractor's Bill.	30% of fee based on approved estimated cost/ tender cost whichever is less
. 6.	On settlement of final bill of contractors & on receipt of completion/occupation certificates and completion Drawings sets' as required & completion of tendered works' in all respect.	20% of fee based on approved estimated cost (to be adjusted on fees based on tendered cost or actual cost of execution which ever is less)
7.	On completion of Defect liability period of contractor for the executed work.	10% of fee based on approved estimated cost (to be adjusted on fees based on tendered cost or actual cost of execution which ever is less)

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## ANNEXURE-I

Details of works executed (please mention only such works which qualify for the category/ class for which you have applied)

Sl. No.	Name Of work	Work executed for (name of the organization with address, concerned office & telephone no.)	Nature of work (in brief)	Location of the work	Actual value of the works	Stipulated time for completion	Actual time for completion	If work left incomplete or terminated (furnish reasons)
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## ANNEXURE-II

Details of the major works in hand (please mention only such works which qualify for the category/ class for which you have applied)

Sl. No.	Name Of work	Work executed for (name of the organization with address, concerned office & telephone no.)	Nature of work (in brief)	Location of the work	Actual value of the works	Stipulated time for completion	Remark if Any
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Signature with seal of consultant/ Firm



ANNEXURE-III

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

Sl no	Name of the official	Organization	Address	Contact numbers

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ANNEXURE-IV

Registration/ Empanelled with government/ Public Sector / Institution

Sl. No.	Name of the organization	Nature of works

Signature with seal of consultant/ Firm

ANNEXURE-V

Consultancy fee :

a. Consultancy fee .....% of the estimated cost of work/tendered value/actual cost of execution (Rate should be quoted both in figure and words)

Signature with seal of consultant/ Firm