



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
ONE FAMILY ONE BANK

RFP

Bank of Maharashtra

1501 "LOKMANGAL",

SHIVAJINAGAR

CORPORATE SERVICES DEPARTMENT

HEAD OFFICE, PUNE 411005

Invites

Applications for

SELECTION OF ARCHITECT –CUM-CONSULTANT/ARCHITECTURAL FIRM

**RFP
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Notice for selection of Architect cum Consultant/Architectural Firm

Bank of Maharashtra Corporate Services Department, HO 'Lokmangal', 1501, Shivaji Nagar, Pune 411 005 invites sealed applications for selection of Architect for Architectural and consultancy services for the proposed "demolition of existing building and construction of new stilt+4 storey building to accommodate 16 Nos-2BHK flats at CIDCO Aurangabad"

1. The interested parties may collect the Application Form from Bank of Maharashtra , Head Office, Corporate Services Department, Pune or the Application Forms can be downloaded from bank's website: www.bankofmaharashtra.in under tender column.
2. Cost of Application Form: Rs. 5000/- (Rs. Five Thousand only-non-refundable) to be paid in the form of Demand Draft /PO favouring 'Bank of Maharashtra' payable at Pune.
3. Date of Issue of Application Form 9th Nov. 2016
4. Last date of submitting the Application form: 30th Nov.2016 up to 3.00 p.m. at Bank of Maharashtra, Corporate Services dept. Head Office, Lokmangal, 1501 Shivaji Nagar, Pune 411005.
5. Sealed **Application along with detailed profile of the firm** should be submitted in sealed envelope, super scribing the work / purpose " Application for selection of Architect for Architectural and consultancy services for the proposed "demolition of existing building and construction of new stilt+4 storey building to accommodate 16 Nos-2BHK flats at CIDCO Aurangabad", along with DD / PO for Rs.5000/- in favour of 'Bank of Maharashtra' payable at Pune, being application money in a separate second envelope. (please write name of the applicant on the reverse side of demand draft)
6. There should be 03 sealed envelopes. Envelope -1 for Demand drafts of application fee and EMD, Envelope -2 for Technical bid containing application form , proforma and supporting documents and Envelope – 3 for Price Bid. All three envelopes be put in a common big envelope.
7. Bank of Maharashtra at its sole discretion reserves the right to reject any or all applications without assigning any reason whatsoever and at any stage .

Place : Pune
Date : 9th Nov.2016

Asst. General Manager
Corporate Services Deptt.

Brief Description of the Proposed Project:

1.	Name of Work	Demolition of existing building & Construction of 16 residential flats
2	Location	Bank of Maharashtra, Zonal Office, C-3 , N-1, Mahabank Bhavan , CIDCO Aurangabad - 431003
3	Approximate Area	Approx. 10500.00 sq ft.
4	Number of proposed storeys	Stilt floor for Four/Two wheeler parking First floor 4 Nos-2BHK flats having minimum carpet area of about 800 sq.ft. Second floor 4 Nos-2BHK flats having minimum carpet area of about 800 sq.ft. Third floor 4 Nos-2BHK flats having minimum carpet area of about 800 sq.ft. Fourth floor 4 Nos-2BHK flats having minimum carpet area of about 800 sq.ft. Any other changes as per requirement & as per decision of Management
5	Approximate Value	3.00 crores

1. INTRODUCTION

BANK OF MAHARASHTRA, is a corporate body , constituted by and under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Head Office at “Lokmangal” 1501, Shivajinagar, Pune 411 005(hereinafter called “Bank”.

Bank of Maharashtra is a nationalized bank with a standing of more than 75 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office. The Bank has 1900 + branch offices across the length and breadth of the country.

Unless the contrary appears from the context

1. Bank refers to Bank of Maharashtra
2. CTE refers to Chief Technical Examiner
3. CVC refers to Chief Vigilance Commission
4. CVO refers to Chief Vigilance Officer
5. RFP refers to Request for Proposal
6. Any reference to Male gender, He and its derivatives shall mean and include reference to Female gender, She and its derivatives.
7. Words importing the singular number include the plural number, and words importing the plural number include the singular number.
8. The Bank and the applicant are hereinafter jointly referred to as "Parties" and individually as "Party", as the context may require.

2. RFP OBJECTIVE/PURPOSE OF RFP

SELECTION OF ARCHITECT –CUM-CONSULTANT/ARCHITECTURAL FIRM for Architectural and consultancy services for the proposed "demolition of existing building and construction of new stilt+4 storey building to accommodate 16 Nos-2BHK flats at CIDCO Aurangabad"

3. INSTRUCTIONS TO APPLICANTS

1. Intending Architect cum Consultant are requested to furnish details about their firm, technical experience, competence and evidence of their financial standing as per enclosed format for considering their firm for appointment of Architect.
2. The professionals should have minimum 05 years of experience in the architecture field. The intending Architect cum Consultant are requested to read the format carefully and self assess their standing before filling the particulars.
3. Incomplete applications will not be considered.
4. Bank of Maharashtra may approach the professional's clients, corporations, organizations, etc. to verify their general reputation / competence.
5. Selection of Architect cum Consultant will be based on the ability and competence required for good quality jobs to be performed by him.
6. If the space provided in the format is insufficient for giving full details, the same may be given on a separate sheet of paper.

7. Information/details furnished by Architect cum Consultant, if found to be false at any time in future or any information affecting appointment is willingly / unwillingly withheld & if it comes to the notice of the Bank at any point of time, the appointment of Architect cum Consultant can be cancelled immediately and the matter will be construed as professional misconduct. The bank may refer such case to Council of Architecture for appropriate action.
8. Where copies of documents are required to be furnished, these should be self attested copies.
9. Cost of the application form is Rs.5000.00 which is not refundable & to be paid by way of Pay Order/Demand Draft favouring Bank of Maharashtra payable at Pune.
10. Application form is not transferable.
11. The evaluation will be based on the experience of the Architect and their technical capabilities.(Please refer page 14)
12. Based on the details furnished and inspection of works, eligibility criteria, fees quoted, an Architect cum Consultant will be appointed. (Please refer page 16)
13. The Architect/Architectural firm shall be fully responsible for the successful completion of the projects in all respect, consistent with safety, structural stability and extant Local Body / Government rules and regulations, from the inception up to handing over of occupation / possession to the Bank.

4. MINIMUM ELEGIBILITY CRITERIA

Sl. No.	Criteria	Minimum Requirement	Please tick
1	Registration & licence	Should have registered with Council of Architecture	Yes / No If yes enclose copy of registration
2	Experience – include all Architectural cum Consultancy services such as architectural, structural , engineering , all internal and external services such as electrical, plumbing, water supply, storm water drainage, fir fighting, rain water harvesting, sewage treatment plant, recycling of waste water etc	Minimum 5 years experience as a Architect cum Consultant / Architectural firm as of June 2016	Yes / No If yes, furnish the details in proforma
3	Experience of Architect cum Consultancy services in construction of multi-storeyed	Must have satisfactorily executed at least	Yes / No If yes, furnish the details in proforma

	residential building and with Public Sector Undertakings/ PSU Banks/ Government Departments during last 5 years	one multi-storeyed residential building with project cost of Rs.3.00 crores OR two multi-storeyed residential buildings with project cost of 2.00 crores during last 05 years.	
4	Average annual income of fees during last 5 years	Shall not be less than 10 lacs per year	Yes / No If yes, furnish the details in proforma
5	EMD Rs.50,000.00 (Rupees fifty thousand only)	By DD in favour of BOM payable at Pune	Yes / No If yes, furnish the details in proforma

5. TERMS AND CONDITIONS

5.1 The Bidder will have to execute Pre Contract Integrity Pact as per the CVC guidelines in vogue.

6. SCOPE OF WORK

The Architect is required to provide all such services which are required for smooth completion of the project. The broad scope of work for the Architect cum Consultant proposed to be appointed by the Bank for the proposed project is as under.

- 6.1.1 Taking Bank's instructions and preparation of sketch designs with two/three alternative schemes including carrying out necessary modifications till the designs are finally approved by the Bank and making block estimates.
- 6.1.2 Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs. Design and site development.
- 6.1.3 Prepare drawings and documents to enable the Bank to get done the detailed survey and soil investigation at the site of the project.
- 6.1.4 Preparation of drawings on the basis of local Municipal bye-laws
- 6.1.5 Preparation of 2/3 alternatives for external elevation/perspective view of building and its 3D view presentation by computer for approval of Bank and preparation of model for one of the selected alternatives without any extra cost to Bank.
- 6.1.6 Presentation to various authorities as required by the Bank.

- 6.1.7 Structural design. Sanitary, plumbing, drainage, water supply, rain water harvesting, solid waste management , sewerage design, use of Solar and other renewable source of energy.
- 6.1.8 Electrical, electronic, communication systems. Heating, ventilation and air conditioning design (HVAC) and other mechanical systems and design.
- 6.1.9 Elevators, escalators, etc.
- 6.1.10 Fire detection, Fire protection and Security systems, etc.

6.2 Landscape Design

- 6.2.1 Preparation and submission of Final Master plan working drawings of Architectural , structural, electrical, plumbing, fire fighting, landscape and Rain Water Harvesting etc to all the local statutory bodies/authorities and to carry out all the required discussion and co-ordination with concerned authorities for any changes suggested by them and incorporating the changes and then obtaining sanction of drawings/plans.
- 6.2.2 Getting the drawings & proposal approved from local authorities/all concerned departments and to keep liaison with all Govt. Departments.
- 6.2.3 To prepare a scaled model (in appropriate size) of the approved proposal
- 6.2.4 Preparing bill of quantities, estimated cost based on current market rate, Tender documents for calling tenders, Calling tenders for soil investigations for deciding foundation, calling tenders for building works, evaluating tenders received, rate analysis, comparative statement of the tenders received, recommendations for awarding tenders with justification, preparation for agreement to be executed with contractors & execution of agreement for awarding various jobs of construction , other activities like plumbing, electrification, fir fighting, sewerage, Rain harvesting etc with the help of respective consultants. submission of recommendations for acceptance or other wise assisting Bank for appointment of contractors by following procedure/norms laid down by Bank/CVC guidelines. Required sets of tender documents will have to be prepared by the consultant themselves at no extra cost to Bank.
- 6.2.5 The Architect cum Consultant may engage specialised Engineer/consultant with the consent of the Bank to assist them in their work. The remuneration / fees of any Engineer/consultant appointed under this clause shall be paid by the Architect cum Consultant only. No separate fees for consultants will be paid by Bank. The Architect cum Consultant shall also be responsible for all the work, actions, omissions etc of any such Engineer/consultant. The necessary application required to be done & further follow up work with local authority is to be done by the Architect cum Consultant ..

- 6.2.6 Assisting Bank for prequalification of various contractors by following Bank's /CVC guidelines
- 6.2.7 Preparation of fresh drawings, plans, as per local Municipal bye-laws OR any other appropriate statutory authority as well as renewal and revalidation of plans and to revise or alter as and when required including preparation of other miscellaneous drawings required for the project.
- 6.2.8 Obtaining permission/NOC/approval from various authorities i.e. fire deptt, garden deptt, sewage & water works, deptt, traffic deptt. Road/Encroachment dept. Lift authorities, MSEB, etc as required for sanction of building plans
- 6.2.9 The role of Architect cum Consultant will be to ensure both quality and quantitative aspects of the projects and would include day to day supervision of work through an experienced Engineer to be posted at site and who will be overall responsible for smooth and timely completion of all works within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the Architect cum Consultant. The work will broadly include recording of measurements, extra/deviated items, rate analysis, maintaining various registers as per CVC/Bank's guidelines at site, preparation of CPM & bar chart and its updating for monitoring progress etc. The collection of samples of various materials being used at the site and arranging for its testing through approved laboratories/institutes will have to be done and proper record/registers need to be maintained at site.
- 6.3. During the defect liability period carrying out periodical inspection along with representative of Bank and contractor, preparation of defect list and arrange for its rectification from contractor.
- 6.3.1 In order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by a Site Engineer. The Site Engineer will be appointed by Architects at their own cost.
- 6.3.2 It is specifically agreed that Bank shall have no responsibility for any staff/officers / Engineers/ workmen engaged by the Architect cum Consultant and the said Architect cum Consultant alone shall be responsible as their Employer. They shall not be the employees of Bank at any point of time and there shall be no employer-employee relationship between Bank and those persons employed by Architect cum Consultant for any purpose whatsoever. The Architectural agency shall comply with all the Laws and Regulations regarding employing such persons.
- 6.3.3 obtaining all clearance from all statutory authorities for commencement of work at different stages during execution of work.
- 6.3.4 obtaining final building completion certificate / occupation certificate / any other statutory requirement as per bye-laws of statutory authority.

- 6.3.5 **In addition to above any statutory or any other requirement for getting any approval for any item of work, the Architect cum consultant to arrange the same on his own. However , any statutory payments and signing of documents/affidavits , support documents, whatever presently available, with regards to property, etc. shall be provided by the bank. The Architects have to obtain other required documents if any from the local authorities.**
- 6.3.6 Approve samples of various elements and components.
- 6.3.7 Check and approve shop drawings submitted by the contractor/ vendors.
- 6.3.8 Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and wherever necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Bank informed and render advice on actions, if required.
- 6.3.9 Issue Certificate of Virtual Completion of works.
- 6.4. Prepare and submit completion reports and drawings for the project as required and obtain "Completion/ Occupancy Certificate" from statutory authorities, wherever required. Handing over all CDs/papers/copies of as built drawings
- 6.4.1 Issue two sets of as built drawings including services and structural drawings without any extra cost to Bank.
- 6.4.2 The Bank's project comes under Technical Audit by the Chief Technical Examiner's (CTE) Organisation of Central Vigilance Commission. The Architect cum Consultant will assist the Bank in submission of reply to CTE's , if any and compliance of their observations.
- 6.4.3 The list of duties mentioned above is only indicative and the Architect cum Consultant will have to assume full responsibility for completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workmanlike manner in all respects till its occupation within the agreed time schedule and cost by following laid norms/procedure/guidelines of Bank and CVC in an open and transparent manner to the satisfaction of the Bank and towards achieving this goal whatever is required to be done will have to be arranged by the Architect cum Consultant with the approval of Bank
- 6.4.4 Whenever the work is examined by the Chief Technical Examiner Organization (CTEO) of the Central Vigilance Commission / Chief Vigilance Officer (CVO) of the Bank / Third party examination and if they bring to the notice of Bank any defective or substandard work or any irregular / excessive payments the Architect cum Consultant shall take necessary action to get the defect rectified and / or to recover the irregular payments. They may bring

such matters in writing to the notice of the concerned contractors by putting the correspondence / their letters to take immediate action to get the matters set right and report back for compliance. Architect cum Consultant shall assist Bank and shall send suitable reply to the CTEO's/ CVO's queries in shortest possible time. In case of any disputes with the contractor (s) or disputes arising out of the said project execution as well in the matter of arbitration (either initiated by the contractors or Bank) pertaining to this project, the Architect cum Consultant shall, assist Bank from time to time by drafting suitable replies in consultation with the legal advisers to protect the interest of Bank

8. RESPONSIBILITIES AND LIABILITIES OF THE PARTIES

The Bank shall be responsible for Statutory payments and signing of documents/affidavits , support documents, whatever presently available, with regards to property, etc. shall be provided by the bank.

However , in addition to above any statutory or any other requirement for getting any approval for any item of work, the Architect cum consultant to arrange the same on his own.. The Architects have to obtain other required documents if any from the local authorities

The role of Architect cum Consultant will be to obtain all clearance from all statutory authorities for commencement of work at different stages during execution of work and to ensure both quality and quantitative aspects of the project, day to day supervision and also to provide all such services which are required for smooth completion of the project.

9. TIME LIMIT

The tentative time schedule for completion of various activities is given under-

Sl. No.	Activities	Time frame from the date of acceptance
1	Preparation of 2/3 alternate drawings , getting approval from the Bank, preparation of 3D view & its presentation	04 weeks
2	Preparation of detailed drawings and submitting the same to statutory authorities / Municipal Corporation	02 weeks
3	Obtaining building plan permission /sanction / NOC / clearance from Municipal Corporation and other local authorities	04 weeks
	Preparation of tender documents, floating tenders, analysis of tender, awarding contract & obtaining commencement certificate	04 weeks
4	Preparation of detailed working drawings for	

	execution, obtaining clearance if any required from statutory authorities / Municipal Corporation during the course of construction work for smooth completion of project and completing the project in all respect	72 weeks
5	Obtaining completion/occupation certificate	04 weeks
6	Handing over of all as built/revised drawings, CDs and tracing etc	04 weeks

10. No Sub delegation

The applicant shall not have any right to sub-delegate or appoint any sub-agent to do or carry out any work assigned/given or to be assigned/given by the Bank or any obligation or duty imposed upon the applicant except and to the extent specifically authorized in writing by the Bank.

11. Intimation about change in constitution

The applicant undertakes to forthwith intimate the Bank any change or changes that may occur in its constitution and also provide full details of such change/changes as may be demanded by the Bank.

12. Decision of the Bank regarding selection

Bank of Maharashtra, at its sole discretion, reserves the right to accept or reject any/all application(s) without assigning any reason and at any stage. Acceptance or rejection of an application for appointment of Architect cum Consultant will be final and binding and no further correspondence will be entertained. The appointed Architect cum Consultant will only be informed by post.

The application shall be submitted strictly in the format as mentioned along with the supporting documents. Information furnished to Bank will be kept as strictly confidential.

The application shall be signed by the person/s on behalf of the organization having necessary Authority/ Power of Attorney to do so. Each page of the application shall be signed as token of acceptance of the contents mentioned therein and copy of partnership Deed / Power of Attorney / Memorandum of association (Wherever applicable) shall be furnished along with application.

Completed application shall be submitted by hand delivery up to 3.00 p.m. on 30th Nov.2016 to the Asstt. Gen. Manager, Bank of Maharashtra, Corporate Services Department, 'Lokmangal', 1501, Shivaji Nagar, Pune 411005. The application shall not be accepted by post / courier.

Each application/form must accompany Pay Order / Demand Draft favouring 'Bank of Maharashtra' payable at Pune, for Rs.5000/- (non refundable) and Rs.50,000/-

It is necessary that Architects must have full office set up at Aurangabad or a full-fledged office/ branch office at Aurangabad if its head / registered office is at somewhere else.

Preference will be given to Aurangabad based Architect.

13. **Process of Selection :**

BRIEF TECHNICAL PARAMETERS FOR EVALUATION

1. All the offers/technical bids received will be screened and short listed by in-house committee based on requirements specified and details submitted by the bidder.
2. If required, the short listed bids will be further inspected/visited/examined by the in-house committee and will be further evaluated on the qualitative aspects on various parameters. The detail list and marks to each parameter is as under:

Sr. No	Criteria	Marks	Self assessment	Bank's assessment
1	Work Executed/Capacity assessment	10		
	Maximum single value works executed during last 5 years. a) Up to Rs.1.00 crores = 02 marks b) Up to Rs.2.00 crores = 05 marks c) Up to Rs.3.00 crores = 08 marks d) Above Rs.3.00 crores = 10 marks			
2	Professional fees earned per year Rs.1 crore & above = Marks-5 Rs.50.00 lacs to Rs.1.0 crore = Marks-4 Rs.20.00 lacs to Rs.50.00 lacs = Marks -3 Rs.20.00 lacs to Rs.10.00 lacs = Marks -2 Less than Rs.10.00 lacs = Marks -1	5		
3	profit for at least two years during the last three years = Marks-3 profit for at least three years during the last three years = Marks-5	5		
4	Easy Availability The firm stationed in Aurangabad Marks-05 Firm having branch office with full set up at Aurangabad Marks-03 The firm not having branch office in Aurangabad Marks-00	5		
5	Work quality/The firm must have qualified personnel	10		
	Technically qualified personnel - Above 10 (Architects, and Engineers) Marks 10 Technically qualified personnel - 07 to 10 Marks 05			

	Technically qualified personnel - 4 to 07 Marks 03 Technically qualified personnel below 4 - Marks 0			
6	Experience in the field.	10		
	Minimum experience in the field- 10 Years & above Marks 10			
	Minimum experience in the field-05 to 10 Years Marks 08			
	Minimum experience in the field – up to 05 Years Marks 05			
7	Green Building Experience No. of Green Building Projects with Green Certification & Environmental Clearance Above 3 Buildings Marks 5 2 to 3 Buildings Marks 2 1 to 2 Buildings Marks 1	5		
8	Awards for Architectural work in the past Marks 05	5		
9	ISO Certification Marks 05	5		
10	Experience of Architect cum Consultancy services in construction of multi-storeyed residential building and with Public Sector Undertakings/ PSU Banks/ Government Departments having project cost of Rs.3.00 crore & more OR Total area 10000 sq.ft. & more during last 05 years a) 1 building Marks 2 b) Up to 2 buildings Marks 5 c) 3 to 4 buildings Marks 7 d) 4 to 5 buildings Marks 10	10		
	Total Marks	70		

*** Enclose documentary proof wherever necessary for all the details provided**

NOTE: Minimum marks to qualify are 70% i.e.49.

The bidders securing marks equal to or more than 70% in technical evaluation shall only be considered for awarding marks in the price bid.

Evaluation will be done by the Bank and Bank's decision in the matter is final & binding. No complaints/correspondence of whatsoever nature in this regard will be entertained.

Marks in the Price bid will be evaluated as under :

- i. The lowest offer shall be treated as base and shall be given 30 marks
- ii. Example of calculation of marks for price bid will be as under-

Financial bid quotes of three Architect cum Consultant are as follows

(a) A	–	1.00% of the cost of the project
(b) B	–	2.00% of the cost of the project
(c) C	–	3.00% of the cost of the project

The marks will be as under :

(a) A	–	$1.00 \times 30/1.00=30$
(b) B	–	$1.00 \times 30/2.00=15$
(c) C	–	$1.00 \times 30/3.00=10$

- 3. (i) Preliminary evaluation of the Technical bids will be done to ensure that the bidders fulfil the basic selection criteria as per detailed terms and Conditions specified in the tender document.
- (ii) Thereafter, the technical bids will be subjected to detailed evaluation by allotting marks on various parameters/criteria prescribed in the bid document to arrive at the qualifying marks.
- (iii) The final selection of the Architect cum Consultant will be made on the basis of techno-commercial evaluation by assigning weightage in the ratio of 70% to the technical parameters and 30% to the price bid (professional fees quoted in the sealed cover)

14. Terms of Payment

As detailed herein under on Page Number page No.30

15. Offer Validity Period

The offer should hold good for a period of 180 days from the date of the opening of price bid.

16. Service Level Agreement

The successful Bidder shall enter into a Service Level Agreement (SLA) containing terms and conditions laid down in this RFP in addition to other terms and condition as deemed fit in the opinion of the Bank. The draft of Agreement to be entered into between the Bank and the successful bidder is attached as Annexure.

17. Termination

Bank may in its sole discretion may terminate the RFP at any point of time, if felt necessary in the circumstances.

18. Address for communication

Offers should be addressed to the following office at the address given below:

Assistant General Manager
Corporate Services Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar
Pune - 411005

Signed as token of acceptance

Signature of Architect cum Consultant

Date :

Place:

A) BRIEF TECHNICAL PARAMETERS FOR EVALUATION

Sr. No	Criteria	Marks	Self assessment	Bank's assessment
1	<p>Work Executed/Capacity assessment</p> <p>Maximum single value works executed during last 5 years.</p> <p>e) Up to Rs.1.00 crores = 02 marks f) Up to Rs.2.00 crores = 05 marks g) Up to Rs.3.00 crores = 08 marks h) Above Rs.3.00 crores = 10 marks i)</p>	10		
2	<p>Professional fees earned per year</p> <p>Rs.1 crore & above = Marks-5 Rs.50.00 lacs to Rs.1.0 crore = Marks-4 Rs.20.00 lacs to Rs.50.00 lacs = Marks -3 Rs.20.00 lacs to Rs.10.00 lacs = Marks -2 Less than Rs.10.00 lacs = Marks -1</p>	5		
3	<p>profit for at least two years during the last three years = Marks-3 profit for at least three years during the last three years = Marks-5</p>	5		
4	<p>Easy Availability</p> <p>The firm stationed in Aurangabad Marks-05 Firm having branch office with full set up at Aurangabad Marks-03 The firm not having branch office in Aurangabad Marks-00</p>	5		
5	<p>Work quality/The firm must have qualified personnel</p> <p>Technically qualified personnel - Above 10 (Architects, and Engineers) Marks 10 Technically qualified personnel - 07 to 10 Marks 05 Technically qualified personnel - 4 to 07 Marks 03 Technically qualified personnel below 4 - Marks 0</p>	10		
6	<p>Experience in the field.</p> <p>Minimum experience in the field- 10 Years & above Marks 10 Minimum experience in the field-05 to 10 Years Marks 08 Minimum experience in the field – up to 05 Years Marks 05</p>	10		

7	Green Building Experience No. of Green Building Projects with Green Certification & Environmental Clearance Above 3 Buildings Marks 5 2 to 3 Buildings Marks 2 1 to 2 Buildings Marks 1	5		
8	Awards for Architectural work in the past Marks 05	5		
9	ISO Certification Marks 05	5		
10	Experience of Architect cum Consultancy services in construction of multi-storeyed residential building and with Public Sector Undertakings/ PSU Banks/ Government Departments having project cost of Rs.3.00 crore & more OR Total area 10000 sq.ft. & more during last 05 years e) 1 building Marks 2 f) Up to 2 buildings Marks 5 g) 3 to 4 buildings Marks 7 h) 4 to 5 buildings Marks 10	10		
Total Marks		70		

*** Enclose documentary proof for all the details provided**

NOTE: Minimum marks to qualify are 70% i.e.49

Evaluation will be done by the Bank and Bank's decision in the matter is final & binding. No complaints/correspondence of whatsoever nature in this regard will be entertained.

Signature of Architect cum Consultant

Date :

Place:

Application Format for Architects:

Desired requirements:

Architects should be a practicing architect in their respective fields with more than 05 years experience. Architect should be based in Aurangabad. Architect should have successfully completed projects worth Rs.3.00 crore & more till date and Documentary evidence in support of this must be submitted.

1	Name of the Firm/ Organization				
	Registered Office				
	Pune Office				
	Telephone No.				
	Fax No.				
	E-mail				
	Website				
2	Year of Establishment				
3	Status of the firm (Partnership firm / Proprietary/ LLP)				
4	Name and Qualifications of Partners / Proprietor				
	Name	Designation	Qualification	CoA Regn No.	Mobile No.
5	(a) Whether registered with the Registrar of Companies /Registrar of Firms. If so, mention number & date. (Also enclose copy of Partnership Deed / Registration / Articles and Memorandum of Association)				
	(b) If empanelled with other organizations such as Govt. / Semi-Govt undertakings, etc. (attach copy of registration, if any)				
6	Name of the Bankers.	Name of the bank:			
		Name of the branch:			
		Phone Nos:			

		Contact person phone no.		
7	Satisfactory evidence to indicate financial capacity	Year	Turnover Rs. in lac	Profit
		31.03.2014		
		31.03.2015		
		31.03.2016		
	Please enclose Certified copies of last 3 years Balance Sheet, Profit & loss A/C, IT Return be submitted.			
8	Registration with Tax Authorities			
	i) Income-tax (PAN) No.			
	ii) Service tax no.			
	iii) EPF Reg. No.(if applicable)			
	iv) ESI Reg. No. (if applicable)			
9	No. of years of experience in the Architectural field. (Minimum experience- 05Years)			
10	Whether ISO certified? Furnish details.			
11	Details of works executed in last 5 years (as per Proforma I & II attached)			
12	Details of important / major works in hand (as per Proforma III & IV attached)			
13	Whether any Civil suit / Litigation arisen in the projects, against Architect ,executed during last 05 years / being executed now. If yes, please furnish details.			
14	Key personnel employed: (as per Proforma V attached) (Detailed C.V.'s to be attached) Indicate special expertise and projects in which such techniques were employed			
15	Infrastructure of the firm viz. office			

	space, office equipment.(as per Proforma VI attached)	
16	Whether related to any staff member of Bank of Maharashtra. If yes, please elaborate.	
17	Please give reference with address and telephone no. of 2 persons for whom you have executed works of importance who may be directly contacted by the bank about the ability, competence or capability	
	Name	Address and telephone numbers
18	List of major clients	
19	Any other relevant information	

Note: Where copies are required to be furnished, these are to be self attested / notarized copies. In case you intend to give further / more information, please attach separate sheet/s.

Signature and Seal of the Applicant

PROFORMA – I

PARTICULARS OF MAJOR WORKS EXECUTED FOR CLIENTS (RESIDENTIAL)

S. N.	Name of Work / Project executed	Short description of work	Name & Address of Owner / Consultant	Value of work executed	Stipulated time of completion	Actual time of completion	Copy of Work Order / completion certificate from the Client.
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							

Signature of the Applicant

PROFORMA – II

**PARTICULARS OF MAJOR WORKS EXECUTED FOR CLIENTS
(INSTITUTIONAL)**

S.N	Name of Work / Project executed	Short description of work	Name & Address of Owner / Consultant	Value of work execute	Stipulated time of completion	Actual time of completion	Copy of Work Order/ completion certificate from the Client.
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							

Signature of the Applicant

PROFORMA – III

PARTICULARS OF MAJOR WORKS IN HAND FOR CLIENTS (RESIDENTIAL)

S.N.	Name of Work / Project being executed & address / location	Short description of work	Name & Address of Owner / Consultant	Value of work executed	Stipulated time of completion	Copy of Work Order / Certificate from the Client.
1	2	3	4	5	6	8
1						
2						
3						
4						
5						
6						

Signature of the Applicant

PROFORMA – IV

PARTICULARS OF MAJOR WORKS IN HAND FOR CLIENTS (INSTITUTIONAL)

SR. No.	Name of Work / Project executed & address / location	Short description of work	Name & Address of Owner / Consultant	Value of work executed	Stipulated time of completion	Copy of Work Order / certificate from the client.
1	2	3	4	5	6	8
1						
2						
3						
4						
5						
6						

Signature of the Applicant

PROFORMA - V

KEY PERSONNEL PERMANENTLY EMPLOYED

S. N.	Name	Designation	Qualifications	Experience	Years with the firm	Any other information
1	2	3	4	5	6	7

Signature of the Applicant

Note: Information has to be filled up in this format. Please attach C.V.'s of Key Personnel.

PROFORMA – VI

Details of Infrastructure in Office

Sr. No.	Items	Details
1	Address of the office.	
2	Office premises, area etc. in Sq. Mtrs.	
3	Fax and Other equipment	
4	Telephones	
5	Number of Computer workstations	
6	Software used for planning, estimating, execution, supervision etc.	
7	Any other information	

Signature and Seal of Applicant

Note: Information has to be filled up in this format.

DECLARATION

1. I / We have read the instructions appended to the proforma and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Bank of Maharashtra, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
2. I / We agree that the decision of Bank of Maharashtra in selection of Architect will be final and binding to me / us.
3. All the information furnished by me hereunder is correct to the best of my/our knowledge and belief.
4. I / We agree that I / we have no objection if enquiries are made with my / our clients for whom I / We have worked & details of these work executed are listed by me / us in the accompanying sheets.
5. I / We agree that I / We have not applied in the name of sister concern for the subject appointment of Architect process.

Place :
Date :

Signature
Name & designation
seal of organisation.

Bank of Maharashtra.

APPOINTMENT OF ARCHITECT (No Change whatsoever is to be made in this format)

1. Issue of Application/**Bid** forms from 09.11.2016 to 30.11.2016 during 10.30 a.m. to 04.00 p.m. (except Holidays & Sundays)
2. Last date of submission of **Bids** 30.11.2016 up to 03.00 p.m.
3. Date of opening of Technical **Bid** 01.12.2016 at 3.30 p.m. (if possible) . Interested bidder may attend . Price Bids of the technically qualified bidders only be opened. The date & venue will be intimated to technically qualified bidders.
4. Application forms to be collected from Bank of Maharashtra Corporate Services Dept. HO Lokmangal Pune 411005 or to be down loaded from bank's website.
5. Application to be submitted at : Bank of Maharashtra Corporate Services Dept. H.O. Lokmangal Pune 411005.
6. Offer is submitted for appointment as Architect cum Consultant to provide comprehensive design consultancy services [Architectural Concepts + Detail Design, Liasioning services (with local authorities), obtaining approval for building plans from various local authorities, day to day supervision, preparation of BOQ's, Estimation & Tendering, Preparation of agreement to be executed with contractors and executing the same, MEP Engineering Services, Structural Engineering Services, Landscape Design Services, obtaining completion certificate from local authority etc] as mentioned application form

TERMS OF PAYMENT :

1. Total fees quoted will be for rendering combined of Architectural cum Consultancy.
2. 90% will be paid against progressive bills of the contractor.
3. 5% will be paid after defect liability period of various contractors or after rectifying the defects whichever is later.
4. Balance 5% will be paid after 24 months or attending the CTEs observations if any from time to time till its final disposal or in case the matter has been referred to Arbitration then on receipt of the award of arbitrator, whichever is later.

Sl. No.	Activities	% of total accepted amount fees
	STAGE – I	
	Submission of preliminary sketch design & block estimates and getting approval from Bank	

	Surveying land to establish levels	
	Preparation & submission of required detailed drawings to Municipal Corporation and obtaining permission/NOC/Sanction for building plans from Municipal Corporation and other various local authorities like Fire Deptt, Road widening Deptt, Garden Deptt, Lift Deptt, MSEB etc	10%
	Preparation of 3D views and model of the approved plan	
	STAGE – II	
	Preparing tender documents, calling tender, finalisation of contractors, executing agreement with contractors	20%
	Preparation of working drawings for execution of project including structural drawings & services	
	STAGE – III	
	Revision in working drawings if any,	
	Day to day supervision of the construction work up to completion, testing materials/ samples & certifying bills	30%
	STAGE – IV	
	Getting all necessary clearance from all statutory/local authorities during course of construction	30%
	Obtaining completion certificate	
	Submission of required sets of “as built/completion” drawings along with original tracing & CDs to Bank	
	STAGE – V	
	Defect liability period or rectifying defects by contractor whichever is later	5%
	STAGE – VI	
	Attending CTE’s observations if any from time to time till its final disposal or in case the matter has been referred to Arbitration then on receipt of the award of arbitrator, or 24 months from the date of settlement of final bills of contractors, whichever is later.	5%
	Total of all stages	100% of the total fee payable

* payment will be considered after completion of all the works mentioned in different stages

PRICE - BID

PROFESSIONAL FEES

(No Change whatsoever is to be made in this format)

Professional fees for scope of Architectural consultancy services as mentioned under serial 6 above for proposed projects of Bank of Maharashtra.

Sr No	Particulars of proposed projects	Professional fees* as % of cost of the project/work executed including out of pocket expenses, conveyance etc.
1	“demolition of existing building and construction of new stilt+4 storey building to accommodate 16 Nos-2BHK flats at CIDCO Aurangabad”	-----% In words ----- [no charges will be paid other than this]

*In case of deletion of some services referred above, this amount will be negotiable.

Applicable TDS will be deducted from the bills towards professional fees.

The offer is valid for 6 months (180 days) from the date of opening of price bids. During the validity period of the offer I/We, irrevocably undertake not to withdraw / modify the offer in terms of price and other terms and conditions.

1. The professional fee quoted are exclusive of applicable taxes. (Service tax etc).
2. The quoted fees shall cover for all the activities , out of pocket expenses including conveyance charges towards site, office visits of Bank and offices of all concerned authorities and other offices/Departments of Govt) related to the project.
3. In case, there is any discrepancy in the quoted fee in the figures & words, the fee quoted in words shall be considered as final
4. Bank will pay the applicable **Service** taxes.
3. I/We understand that the architect whose application/offer is finalized should execute the Agreement
5. I/We am/are agreeable to Bank's Payment Terms as mutually agreed by and between me and the Bank.

Place : Signature of the Architect cum Consultant with seal

Date :

**Date : BANK OF MAHARASHTRA
Corporate Services Dept. "Lokmangal", 1501, Shivajinagar, Pune 411005**

**RFP- SELECTION OF ARCHITECT CUM
CONSULTANT**

Bank of Maharashtra intends to float an RFP for selection of an Architect cum Consultant to provide Comprehensive services in architectural, liasioning, structural, electrical, plumbing, fire fighting, landscaping etc. for the proposed "demolition of existing building and construction of new stilt+4 storey building to accommodate 16 Nos-2BHK flats at CIDCO Aurangabad"

Interested architectural firms may collect application forms between 09.11.2016 to 30.11.2016 from Bank of Maharashtra, Head office, Corporate Services Department, Pune during 10.30 am to 4.00 p.m. on all working days or the application forms can be downloaded from our website : www.bankofmaharashtra.in

Cost of application form is Rs. 5,000 (Rupees One Thousand Only-non refundable) & EMD Rs.50,000.00 both shall be paid in the form of Demand Draft/Pay order in favour of Bank of Maharashtra, Payable at Pune.

Last date of submitting of application is 30.11.2016 up to 3.00 p.m. For more details log on to Bank's website www.bankofmaharashtra.in

Asstt. Gen. Manager,
Corporate Services. 020 – 25614331/25614243

Date : 09.11.2016

ARTICLES OF AGREEMENT

BETWEEN

BANK OF MAHARASHTRA, PUNE

AND

**FOR PROVIDING
ARCHITECTURAL and CONSULTANCY
SERVICES FOR THE PROPOSED DEMOLITION EXISTING
BUILDING AND CONSTRUCTION OF NEW STILT + 4 STORIED
BUILDING AT CIDCO AURANGABAD.**

This AGREEMENT is made at Pune on _____ day of _____ 2016

BY and BETWEEN

BANK OF MAHARASHTRA a new Bank constituted by the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Head Office at Lokmangal 1501 Shivaji nagar Pune 411005 hereinafter called the “ Bank” (which expression shall include its successors and assigns) of **the One Part.**

AND

_____ **ARCHITECTS**, a registered firm having its office at _____, hereinafter referred to as "**The Consultants**" carrying on business as ----- in the firm name and style of M/s ----- (address-) (hereinafter called the Company (which expression shall include wherever the context so admits, its heirs, executors, administrators, successors and assigns) of the **OTHER PART**

(Hereinafter Bank and the consultants are hereinafter jointly referred to as “Parties” and individually as “Party”, as the context may require)

WHEREAS

i. The bank intends to develop by new construction of the following works:

(**Demolition of existing building & construction of new stilt + 4 storied building at CIDCO Aurangabad for the Bank**, (hereinafter referred to as “**the Project**”) on a plot of land at Aurangabad, hereinafter referred to as “**the Site**”) and for the said purpose Bank had invited application from eligible Architect-cum-consultant vide RFP..... Dated.....

ii. The Consultants is a reputed firm with long experience in providing professional services and has applied to the Bank for selection as Architect-cum-consultant vide application dated.....

iii. The Bank on the representation of the consultants has agreed to assign the work as contemplated under RFP above mentioned to the consultants on the terms and conditions as mentioned hereinafter.

iv. The Consultants have agreed to provide to the bank all professional services, on the terms and conditions as mentioned in the RFP and hereinafter mentioned, for the preparation of the plans of the project and supervision over their implementation by the Contractor to be selected for this purpose by the bank.

v. The bank agrees to pay the Consultants as remuneration for the professional services to be rendered in relation to the project and in particular for the services hereinafter mentioned, fees stipulated in paragraph 2 hereof (hereinafter called “**the fees**”).

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF ARCHITECTURAL SERVICES:

The Consultants shall provide services in respect of the following works:

- 1.01 Combined Architectural, Consultancy and site development & day to day supervision work.

2. SCHEDULE OF ARCHITECTURAL SERVICES:

The Consultants shall, after taking instructions from the bank, render the following services:

- 2.01 Prepare conceptual design with reference to requirements given and prepare approximate estimate of cost of cubic measurements or on area basis.
- 2.02 Modify the conceptual design incorporating required changes and prepare preliminary drawings and designs and study model for the bank approval, along with revised estimates of cost.
- 2.03 Prepare drawings, necessary for submission to statutory bodies for sanction and assist and advise the Bank on formalities necessary for the approval of such drawings.
- 2.04 The Consultant cum Architect shall collect all required ownership documents such as property cards CTS Maps, Khatia Numbers, Dag No., Touzi No., & any other documents from the various Government Departments. The Consultant cum Architect should collect the necessary information as regards to Municipal approvals for various buildings/layout etc from the local Municipal records.
- 2.05 Obtaining approval / sanction / NOC /clearance for the building plans from the local statutory authorities and various departments such as fire deptt, road deptt, traffic deptt, garden deptt, water supply deptt, MSEB , lift etc
- 2.06 Prepare working drawings, specifications, estimates of cost along with measurements, rate analysis and schedule of quantities.
- 2.07 Prepare a short list of contractors, together with appropriate justification, and assist the bank in short listing and finalisation of contractor
- 2.08 Prepare working drawings including large scale and full size details, detailed specifications and schedule of quantities sufficient to invite tenders.
- 2.09 Prepare and submit complete working drawings and details sufficient to commence the work at the site and for the proper execution during construction.
- 2.10 Clarify and take decisions on interpretation of the drawings and specifications that may be necessary and attend conferences and

meetings as and when required and to ensure that the project proceeds generally in accordance with conditions of contract.

- 2.11 On completion of the work, the Consultants will prepare and submit two sets of "as built" drawings of the buildings and services without any extra cost to Bank.
- 2.12 The Bank's project comes under Technical Audit by the Chief Technical Examiner's (CTE) Organisation of Central Vigilance Commission. The Architect cum Consultant will assist the Bank in submission of reply to CTE's , if any and compliance of their observations.
- 2.13 The list of duties mentioned above is only indicative and the Architect cum Consultant will have to assume full responsibility for completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workmanlike manner in all respects till its occupation within the agreed time schedule and cost by following laid norms/procedure/guidelines of Bank and CVC in an open and transparent manner to the satisfaction of the Bank and towards achieving this goal whatever is required to be done will have to be arranged by the Architect cum Consultant with the approval of Bank
- 2.14 Whenever the work is examined by the Chief Technical Examiner Organization (CTEO) of the Central Vigilance Commission / Chief Vigilance Officer (CVO) of the Bank / Third party examination and if they bring to the notice of Bank any defective or substandard work or any irregular / excessive payments the Architect cum Consultant shall take necessary action to get the defect rectified and / or to recover the irregular payments. They may bring such matters in writing to the notice of the concerned contractors by putting the correspondence / their letters to take immediate action to get the matters set right and report back for compliance. Architect cum Consultant shall assist Bank and shall send suitable reply to the CTEO's/ CVO's queries in shortest possible time. In case of any disputes with the contractor (s) or disputes arising out of the said project execution as well in the matter of arbitration (either initiated by the contractors or Bank) pertaining to this project, the Architect cum Consultant shall, assist Bank from time to time by drafting suitable replies in consultation with the legal advisers to protect the interest of Bank

3 SCOPE OF PROJECT MANAGEMENT CONSULTANCY SERVICES:

3.01 Finalization and award of contracts.

- 3.01.01 Preparation of tender documents, Minimum Qualifying Criteria and the tender notice to be published in the newspaper.
- 3.01.02 Coordinate with the bank for invitation of tenders, scrutiny of bids, sending clarifications to queries, making comparative statements, negotiations with bidders, evaluation of bids, time schedules and submitting the report regarding evaluation of the bidders to the bank.
- 3.01.03 Day to day supervision by appointing a Site Engineer

3.01.03.1 Day to day supervision of all ongoing civil work as well as infrastructure work at site as per plans, for civil works for buildings and for roads, area drainage, parking facilities, compound wall, pavements etc. In order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by a Site Engineer. The Site Engineer will be appointed by Architects at their own cost.

3.01.03.2 Electrical work – Within buildings and external electrical work , Including liaising work & getting additional if any required from MSEB

3.01.03.3 Drainage and Plumbing work – Inclusive of ESR & GSR, construction work.

3.01.03.4 Sewage treatment and Water treatment works.

3.01.03.5 Landscaping work of gardens, pathways etc.

3.01.04 Quality Control

3.01.04.1 Arranging to check steel, cement, sand, RCC, concrete and all other materials to be used as per specifications and ISI norms at approved institutes, by the contractor.

3.01.04.2 To arrange the cube tests of concrete for all RCC work.

3.01.04.3 To arrange the testing of bricks, sand, metal and other materials as per the requirement.

3.01.04.4 To monitor the laboratory at site for various tests. (Laboratory will be provided and maintained by contractor).

3.01.04.5 Witnessing the cube tests and other field tests and monitoring results registers at site.

3.01.04.6 To check the mix design for concrete works submitted by the contractor.

3.01.05 Measurement and Bill Certification

3.01.05.1 To take joint measurements along with contractor.

3.02 Certification of Works

3.02.01 To check running account bills submitted by the contractors and certification of the same for payment by the bank.

3.02.02 To check final bills submitted by the contractor and certification of the same for payment by the bank.

3.02.03 To issue virtual completion certificates to various contractors.

3.02.04 Advise the Bank on Settlement of claims made by the Contractors.

3.03 Monitoring Time Schedule

3.03.01 To review schedules, bar charts, PERT, CPM .

3.03.02 To revise the activity schedule if required for the timely completion of the project.

3.03.03 To Advise the contractors for deployment of additional man power, machinery etc. so as to adhere to the time schedule for the project.

3.04 Coordination work

3.04.01 To maintain regular and proper co-ordination between the bank, the consultant and the contractor.

3.04.02 Fortnightly reporting of the progress of work with respect to the plan to the client, identifying problems and issues and corrective action taken.

3.04.03 Conducting progress review meetings at site, fortnightly along with the bank and the contractor.

3.05 Project Completion

3.05.01 Conduct and inspect trial runs, before opening to public use.

3.05.02 Organise warranties from all vendors.

3.05.03 Obtaining all post construction approvals.

4 Fees:

The total fees payable to the Consultants for the services rendered as per the above shall be ____ (_____) percent of the cost of the project .

5 MODE OF PAYMENT:

1. Total fees quoted will be for rendering combined of Architectural cum Consultancy.

2. 90% will be paid against progressive bills of the contractor.
3. 5% will be paid after defect liability period of various contractors or after rectifying the defects whichever is later.
4. Balance 5% will be paid after 24 months or attending the CTEs observations if any from time to time till its final disposal or in case the matter has been referred to Arbitration then on receipt of the award of arbitrator, whichever is later.

Sl. No.	Activities	% of total accepted amount fees
	STAGE - I	
1	Submission of preliminary sketch design & block estimates and getting approval from Bank	10%
2	Surveying land to establish levels	
3	Preparation & submission of required detailed drawings to Municipal Corporation and obtaining permission/NOC/Sanction for building plans from Municipal Corporation and other various local authorities like Fire Deptt, Road widening Deptt, Garden Deptt, Lift Deptt, MSEB etc	
4	Preparation of 3D views and model of the approved plan	
	STAGE - II	
	Preparing tender documents, calling tender, finalisation of contractors, executing agreement with contractors	20%
	Preparation of working drawings for execution of project	
	STAGE - III	
	Revision in working drawings if any,	30%
	Day to day supervision of the construction work up to completion, testing materials/ samples & certifying bills	
	STAGE - IV	
	Getting all necessary clearance from all statutory/local authorities during course of construction	30%
	Obtaining completion certificate	
	Submission of required sets of "as built/completion" drawings along with original tracing & CDs to Bank	
	STAGE - V	
	Defect liability period or rectifying defects by contractor whichever is later	5%
	STAGE - VI	
	Attending CTE's observations if any from time to time till its final disposal or in case the matter has been referred to Arbitration then on receipt of the award of arbitrator, or 24 months from the date of settlement of final bills of contractors, whichever is	5%

	later OR will be released against bank guarantee of equal amount.	
	Total of all stages	100% of the total fee payable

5.1 Income tax shall be deducted at source from the bills of the Consultants at the prevailing rate.

5.2 **Service tax shall be paid extra by the Bank, as applicable.**

5.3 The cost of the project shall be the final contract value of the building work as calculated on amount paid to the contractor on the accepted tender of the contractor, including the cost of structural, sanitary, plumbing and electrical work, sanitary fittings, electrical fittings up to plug points, lifts, escalators, mechanical equipments and landscaping i.e. on all items on which the Consultants had rendered professional services.

5.4 In case only a part of the project is continued beyond any stage, the deductions for payment made against earlier stages shall only be in respect of proportionate cost of the said part of the project.

6.0 Liquidated damages

In the opinion of Bank, if any delay in execution is attributable to the fault or any act of commission/omission of the Consultant, Bank shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees per week (7 days) of delay. Total recoveries on account of delays and / or any other loss or damage caused to the Bank due to defective / faulty supervision on part of Consultant shall be limited to maximum of 10% of total fees payable on entire actual work, for which the Consultant's services are availed by Bank. The decision of Bank in this matter, shall be final and binding on the Consultant. The Bank shall, however give to the consultant an opportunity of being heard.

7. RESPONSIBILITIES OF THE BANK :

Statutory payments and signing of documents/affidavits , support documents, whatever presently available, with regards to property, etc. shall be provided by the bank.

However , in addition to above any statutory or any other requirement for getting any approval for any item of work, the Architect cum consultant to arrange the same on his own.. The Architects have to obtain other required documents if any from the local authorities .

8. PROJECT COORDINATION COMMITTEE:

A Project Coordination Committee, consisting of representatives of the Bank, project engineers of the Contractor and representatives of the consultant may, if necessary, be constituted.

The Project Coordination Committee if constituted shall discuss the drawings and documents submitted by the Consultants and give decisions promptly to avoid unreasonable delay in the progress of work.

9. EXECUTION OF THE ASSIGNMENT:

- 9.01.1 All the stages of work shall be completed by the Consultants pursuant to the necessary approval being given by the bank according to the time schedule mutually agreed upon. The works throughout the stipulated period of contract will be carried out with diligence, time being essence of the contract.
- 9.01.2 In the event of the Consultant's company or firm closing its business or unilaterally abandoning the project, The bank shall have the power to employ any other agency to complete the work at the risk and cost of the Consultants and the bank would be entitled to claim from the Consultants any extra costs incurred by the bank for completing the work and would be entitled to deduct the same from amounts due to the Consultants under this agreement. In the event of a shortfall in the amount recoverable after deducting the amount due to the Consultants, the bank shall be entitled to claim the same from the Consultants.
- 9.01.3 In the event of the failure on the part of the Consultants to complete their work or in the event of consultant committing a breach of any of the terms and conditions of the agreement, the Bank shall be entitled to terminate this agreement by giving 30 days written notice, without prejudice to its rights to claim damages or remedies available in law.
- 9.01.4 The Consultants shall prepare drawings, designs, outline specification and estimates of costs by cubic measurements or on areas, on schedule of rates of the executing agency plus tender percentage and/or on Bureau of Indian Standards (previously ISI) specifications as per requirement. In the absence of a rate in the aforesaid schedule of rates, the same shall be arrived at by actual analysis.
- 9.02 The Consultants will advise the bank on the time and progress chart prepared by the Contractor for the completion of the work.
- 9.03 The Consultants may engage specialised Consultants (Structural, Water supply, Sanitation, Electrical, Landscape, Interior, etc.) with the consent of the Bank to assist them in their work. The remuneration / fees of any Engineer/consultant appointed under this clause shall be paid by the Architect cum Consultant only. No separate fees for consultants/Engineer will be paid by Bank. The Architect cum Consultant shall also be responsible for all the work, actions, omissions etc of any such Engineer/consultant. However for any survey work to be carried out for demarcation of roads, boundaries if required for verification of property, the charges shall be paid by the Bank. The necessary application required to be done & further follow up work with local authority is to be done by the Architect cum Consultant.

- 9.03.1 The Consultants, however, shall be responsible for the direction and integration of the Consultants' work.
- 9.03.2 The Consultants shall assume full responsibility for the design and specifications for items described in the scope of work.
- 9.03.3 The Consultants shall supply to the bank, free of cost, four sets of final drawings at Stage 1 of the Agreement and three sets of all drawings, specifications and other particulars in Stage 3 .
- 9.03.4 On completion of the project, the Consultants will prepare and submit two sets of "as built" drawings of the buildings and services on Compact Disk in Adobe Acrobat (pdf) format at no extra cost to Bank .
- 9.03.5 The Consultants shall advise the bank regarding the work under execution during visits to the site and submit periodic reports on their observations, and the bank shall take all reasonable steps for implementing the advice given to the bank by the Consultants.
- 9.03.6 The Consultants shall not make any deviation, alteration or omission from the approved drawings, without prior consent of the bank.
- 9.03.7 The Consultants shall exercise all reasonable skill, care and diligence in discharge of their duties and shall exercise such general superintendence and inspection in regard to such works as may be necessary to ensure that works are being executed in accordance with contract documents and within the time stipulated therein and shall endeavor to guard the bank against the defects and deficiencies in the work of the Contractor.
- 9.03.8 The Consultants shall make necessary revisions as may be required by the bank in the drawings and other documents submitted by them at the draft stage.
- 9.03.9 No Change shall be made in the approved drawings and specifications at site without the consent of the Consultants.
- 9.03.10 The drawings, specifications and documents as instruments of service are the property of the bank, whether the project for which they are made is executed or not.
- 9.03.11 The bank shall have the liberty to postpone or not to execute any work and the Consultants shall not be entitled to any compensation for non-execution of the work except the fees which are payable to the Consultants up to the stage of services then in progress.

10. Appearing before Statutory Authorities:

- (i) Effect coordination with the consultants, other contracting agencies and

local authorities etc.

- (ii) Render all service/assistance as may be required from the project site to Bank for obtaining necessary certificates from the local authorities from commencement of the project till the occupation of the buildings
- (iii) Replies to be given to CTE's/CVO of the Bank on the project till finally accepted by the CTE or CVC/ CVO of the Bank.
- (iv) To work for amicable conciliator in the event of disputes arising between the Contractors engaged in the project and Bank
- (v) Advise Bank with regard to extra claims or disputes, Chief Technical Examiner's observations, arbitration cases between Bank and the contractors, if any and assist Bank in case of any dispute till the cases are resolved either by mutual discussion, reconciliation or through Arbitration or Court, as the case may be.

11. Confidentiality:

The consultant agree to hold in confidence the Confidential Information provided by Bank which is identified as confidential or which, from the circumstances surrounding their disclosure ought to be treated as confidential. The bidder agrees not to make the Confidential Information of Bank for any purpose other than performance of its obligations under this contract, except with the prior written consent of the party providing the information.

The above conditions do not apply to information which (a) was disclosed to the receiving party by a third party that was free of obligations of confidentiality to the party providing the information (b) becomes generally available to the public, other than as a result of improper action by the receiving party (c) is independently developed by the receiving party or (d) is required to be disclosed under law / regulation. The confidentiality clause will survive the termination / cancellation / expiration of the contract.

12. Indemnity:

- I. The Consultant hereby agrees and undertakes to indemnify and keep indemnified, saved, defended, harmless, the bank, its successors and assign at all times against all losses, costs, claims, expenses, charges, damages etc. whatsoever which the bank may suffer or incur:-
 - a. By reason of any act or omission of the consultant and/or his employee/s and/or representative which is contrary to or inconsistent with or in breach of the terms and conditions of this agreement or any instructions/guidelines that may be given by the bank from time to time.

- b. Arising out of the act of commission or omission by the consultant, agencies, his employee/s, representatives etc.
 - c. For any other reason whatsoever including wrong assessment or assessment which is not as per the prescribed procedure and norms.
- II. The bank shall not be liable or responsible for any act or omission on the part of the consultant or his employee/s, representative/s, etc. done while performing the contractual obligations which may result into criminal, civil or tortuous liability. The consultant shall be exclusively responsible and liable for all such acts and omissions.
- III. The Bank shall be at liberty to proceed legally against the consultant in case of breach of any condition enumerated in the agreement and Consultant shall at his own cost defend such legal action and shall indemnify and keep the Bank indemnified against the loss and cost/expenses including legal expenses that are incurred or might be incurred while proceeding with such legal action or pendency of such legal action/s.

13. Recovery of losses:

In case it is established that due to any lapse on the part of the bidder the bank had to incur additional cost or loss due to incorrect measurements or any other reason, suitable recovery may be effected from the bidder's fee as per the section 73 of Indian Contract Act, 1872.

14. NO POWER TO SUB-DELEGATE

The Consultant shall not have any right to sub-delegate or appoint any sub-agent to do or carry out any work assigned or given by the Bank or any obligation or duty imposed upon the consultant under the terms of this agreement, except and to the extent specifically authorized in writing by the Bank.

15. AGREEMENT PERIOD

This agreement shall be valid till 24 months after completion of the assignment assigned under the provisions of this agreement or attending the CTEs observations if any from time to time till its final disposal or in case the matter has been referred to Arbitration then on receipt of the award of arbitration, whichever is later.

16. Dispute resolution:

In the event of any dispute, difference or question arising out of the agreement with the consultant, the same shall be referred to the arbitration of a sole arbitrator i.e. Asstt.Gen.Manager Law/Chief Law Officer Bank Of Maharashtra. The Arbitration and Conciliation Act,1996 or any statutory modification thereof shall be applicable to the arbitration. The arbitration proceedings shall be held at Pune. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding upon the parties and under no circumstances the work should not be stalled.

17 GOVERNING LAWS

The parties to the agreement shall be governed by the law of the land.

18 Solicitation of Employees

The Consultants agrees not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The Consultant agrees that for the period of the contract and one year thereafter, it will not cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the Bank. The above restriction would not apply to either party for hiring such key personnel who (i) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (ii) has been terminated by a party prior to the commencement of employment discussions with the other party.

19. GENERAL

19.1 The headings used in the agreement are mere illustrative and the agreement as a whole shall be referred in case of any ambiguity

19.2 Agreement in addition

The agreement shall be in addition to and without prejudice to the RFP dated 9th Nov. 2016

19.3 Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors.

19.4 Counterparts:

This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.

19.5 Non-partnership:

The Parties enter into this Agreement on a principal-to-principal basis. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor otherwise entitle the either Party to have an authority to bind the other Party for any purpose of this Agreement.

19.6 Amendment:

19.6.1 No variation or amendment of this Agreement shall bind either party unless made in writing in the English language and signed by both parties.

19.6.2 Notwithstanding the above, Bank shall be entitled to make changes/variations in the Payment Process, from time to time, to meet the requirement of the Government and/or applicable laws. Such changes/variations shall be binding upon the Parties.

19.7 Severability:

If any provision of this Agreement is agreed by the parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be deleted here from with effect from the date of such agreement or decision or such earlier date as the Parties may agree.

19.8 Interpretation:

In this Agreement, unless otherwise stated:

(a) A reference to a clause or to an appendix is to a clause in or an appendix to this Agreement;

(b) Words in the singular shall include the plural and vice versa;

(c) The headings in this Agreement are for convenience only and are not intended to have any legal effect; and

(d) Words denoting persons shall include body's corporate, unincorporated associations and partnership.

19.9 Waiver:

A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

19.10 Entire Agreement:

This Agreement, together with the Annexure appended thereto and any amendment or variation from time to time in accordance with the terms hereof, constitute the entire agreement between the Parties, and as to all other representations, understandings or agreements which are not fully expressed or mentioned herein are explicitly excluded by the Parties.

19.11 Assignment:

The consultant shall not assign its rights, interests or obligations under this Agreement, in whole or in part, to any third party (including but not limited to its subsidiaries, affiliates or the group companies also) without the prior written consent of Bank.

19.12 Intellectual Property rights

Intellectual Property shall mean all forms of intellectual property subsisting under the laws of India or any other countries as may be applicable and all analogous rights subsisting under the laws of other jurisdictions and shall include any legally protectable product or process of the human intellect whether registrable as patents, trademarks, copyrights, designs or otherwise such as an invention, expression or literary creation, unique name, trade secret, business method, database, industrial process, computer program, source code, process or presentation;

Intellectual Property Rights ("IPR") shall mean all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same);

19.12.1 The Bank shall own all Intellectual Property Rights in all Maps, layouts, designs, software etc and other materials produced exclusively for the Bank including any adaptations , translations, derivative works and improvements thereof.

19.12.2 Nothing shall restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the scope of work of RFP.

19.20 Use of Trademark, logo etc

In no case the Consultant shall use the trademark, tradename, logo, symbol, seal etc and any Intellectual Property Right exclusively vested in the Bank. In case of any commission or omission on the part of the consultant, in this regard Bank shall be at liberty to proceed against the Consultant as per the law of the land.

20 NOTICE

20.1 Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by overnight courier services or facsimile to the addresses and numbers specified as follows: -

1. Bank

Bank of Maharashtra

Corporate Services Department

Head Office , 1501 ,Lokmangal

Shivajinagar, PUNE - 411005

2. Consultant

20.2 Notice will be deemed given:

(a) In the case of hand delivery or registered mail or overnight courier upon written acknowledgement of receipt by an officer or other duly authorized employee or representative of the receiving Party;

(b) In the case of facsimiles upon completion of transmission as soon as the sender's facsimiles machine creates and the sender retains a transmission report showing successful transmission. Provided that in case of the date of receipt not being a business day. Notice shall be deemed to have been received on the next business day. Provided further that in case of a notice being forwarded by facsimile, a copy of the notice shall also be forwarded by hand delivery, registered mail or overnight courier services.

20.3 The address for notice may be changed by either party by giving notice to the other party as provided herein.

20.4 Nothing in the aforesaid clause shall affect any communication given by way of the internet or other electronic medium as otherwise provided in this Agreement for the purpose of rendering the Services.

This agreement comprises of bid documents serial pages 1 to 57

IN WITNESS WHEREOF, **Shri.** _____, **Asstt. General Manager, Corporate Services Department** Bank of Maharashtra, Pune for and on behalf of the bank, and **Shri.** _____, proprietor/ partner and architect, for and on behalf of the Consultants herein, set their hands and seals and sign on the date and year first above written.

SIGNED AND DELIVERED BY
BANK OF MAHARASHTRA, PUNE
by the hands of its Asstt.**General
Manager,Corporate Services Shri.**
_____:

The seal of _____, has
been affixed to this document and
has been signed by its **Proprietor/
Partner,**
Shri. _____:

In presence of WITNESS:

In presence of WITNESS:

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of _____ 2016, between on one hand, Bank of Maharashtra through authorized official Shri. _____, Assistant General Manager, Corporate Services Department, Bank of Maharashtra (hereinafter called the "Service receiver", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ (herein called the "BIDDER/Service Provider" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the "Service receiver" proposes to avail the Architectural and consultancy services and the "BIDDER/Service" provider is willing to offer the Architectural and consultancy services and

WHEREAS the BIDDER/Service provider is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the "Service receiver" is Corporate Services Department of Bank of Maharashtra H.O. Pune.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the "Service receiver" to obtain the desired services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling "BIDDER/Service provider" to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the "Service receiver" will commit to prevent corruption, in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the “Service receiver”:

- 1.1. The “Service receiver” undertakes that no officials of the “Service receiver”, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the “Bidder/Service provider” either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
 - 1.2. The “Service receiver” will, during the pre-contract stage, treat all “BIDDER/Service provider” alike, and will provide to all “BIDDER/Service provider” the same information and will not provide any such information to any particular “BIDDER/Service provider” which could afford an advantage that particular “BIDDER/Service provider” in comparison to other “BIDDER/Service provider” .
 - 1.3. All the officials of the “Service receiver” will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the “BIDDER/Service provider” to the “Service receiver” with full and verifiable facts and the same is prima facie found to be correct by the “Service receiver”, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the “Service receiver” and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the “Service receiver” the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDER/Service provider

3. The “BIDDER/Service provider” 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 pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The “BIDDER/Service provider” will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the “Service receiver”, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
 - 3.2. The “BIDDER/Service provider” further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the “Service receiver” or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.

- 3.3. "BIDDER/Service Provider" shall disclose the name and address of agents and representatives and Indian "BIDDER/Service Provider" shall disclose their foreign principals or associates.
- 3.4. "BIDDER/Service Provider" shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
- 3.5. The "BIDDER/Service Provider" further confirms and declares to the "Service receiver" that the "BIDDER/Service Provider" is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the "Service receiver" or any of its functionaries whether officially or unofficially to the award of the contract to the "BIDDER/Service Provider", nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
- 3.6. The "BIDDER/Service Provider", either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the "Service receiver" 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.
- 3.7. The "BIDDER/Service Provider" will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8. The "BIDDER/Service Provider" will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The "BIDDER/Service Provider" shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the "Service receiver" as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The "BIDDER/Service Provider" also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The "BIDDER/Service Provider" commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The "BIDDER/Service Provider" shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the "BIDDER/Service Provider" or any employee of the "BIDDER/Service Provider" or any person acting on behalf of the "BIDDER/Service Provider" either directly or indirectly, is a relative of any of the officers of the "Service receiver", or alternatively, if any relative of an officer of the "Service receiver" has financial interest/stake in the "BIDDER/Service Provider" firm, the same shall be disclosed by the "BIDDER/Service Provider" at the time of filing of tender.
The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.13. The "BIDDER/Service Provider" shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the "Service receiver".

4. Previous Transgression

- 4.1. The BIDDER/Service Provider" declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or

with any Public Sector Enterprise in India or any Government Department in India that could justify "BIDDER/Service Provider" exclusion from the tender process.

- 4.2. The "BIDDER/Service Provider" agrees that if it makes incorrect statement on this subject, "BIDDER/Service Provider" can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the "BIDDER/Service Provider" shall deposit an amount _____ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the "Service receiver" through any of the following instruments:

5.1.1. Bank Draft or Pay Order in Favor of **Bank of Maharashtra**

5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the "Service receiver" on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the "Service receiver" shall be treated as conclusive proof of payment.

5.1.3. Any other mode or through any other instrument (to be specified in the RFP)

- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the "BIDDER/Service Provider" and the "Service receiver", including warranty period, whichever is later.

- 5.3. In case of the successful "BIDDER/Service Provider" a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the "Service receiver" to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4. No interest shall be payable by the "Service receiver" to the "BIDDER/Service Provider" in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

- 6.1. Any breach of the aforesaid provisions by the "BIDDER/Service Provider" or any one employed by its or action on its behalf (Whether with or without the knowledge of the "BIDDER/Service Provider" shall entitled the "Service receiver" to take all or any one of the following actions, wherever required :-

6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the "BIDDER/Service Provider". However, the proceedings with the other "BIDDER/Service Provider" (s) would continue.

6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the "Service receiver" and the "Service receiver" shall not be required to assigning any reason therefore.

6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the "BIDDER/Service Provider".

- 6.1.4. To recover all sums already paid by the "Service receiver", and in case of an Indian "BIDDER/Service Provider" with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a "BIDDER/Service Provider" from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the "BIDDER/Service Provider" from the "Service receiver" in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the "BIDDER/Service Provider", in order to recover the payments, already made by the "Service receiver", along with interest.
- 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the "Service receiver" resulting from such cancellation/rescission and the "Service receiver" shall be entitled to deduct the amount so payable from the money(s) due to the "Bidder/Service Provider".
- 6.1.7. To debar the "BIDDER/Service Provider" from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the "Service receiver".
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the "Service receiver" with the "BIDDER/Service Provider", the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the "Service receiver" to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

- 7.1. The "Bidder/Service Provider" undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the "BIDDER/Service Provider" to the "Service receiver", if the contract has already been concluded.

8. Independent Monitors:

- 8.1. The "Service receiver" has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the "Service receiver".
- 8.6. The "BIDDER/Service Provider" (s) accepts that the Monitors has the right to access without restriction to all Project documentation of the "Service receiver" including that provided by the "BIDDER/Service Provider". The "BIDDER/Service Provider" will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the "BIDDER//Service Provider" subcontract(s) with confidentiality.
- 8.7. The "Service receiver" will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of "Service receiver" /Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the "Service receiver" / "BIDDER/Service Provider" and, should the occasion arise, submit proposals for correction problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of an provisions of this Pact or payment of commission the "Service receiver" or its agencies shall be entitled to examine all the documents including the Books of Accounts of the "BIDDER/Service Provider" and the "BIDDER/Service Provider" shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the "Service receiver"

11. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

12. Validity:

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the "Service receiver" and the "BIDDER//Service Provider", including warranty period whichever is later, in case "BIDDER/Service Provider" is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

“Service receiver” Name of the Officer:
Designation:
Corporate Services Department
Bank of Maharashtra

“BIDDER/Service Provider”

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness:

1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

Witness:

1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____