



## RFP

### **BANK OF MAHARASHTRA ZONAL OFFICE NASIK**

**GRUHANIRMAN BHAVAN, GADKARI  
CHOWK, OLD AGRA ROAD, NASIK 422002,  
MAHARASHTRA, INDIA**

(Tender No. 02/2022-23)

**Invites Application for Selection of Architect-  
cum consultant/Architectural Firm for the work  
of Redevelopment of Bank's Premises  
at Plot No.44/13, MIDC Satpur Nasik 422007**

Name of Architect / Architectural Firm :

Address :

Cost of Tender Document Rs 1,000/- (Non-refundable)

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## Notice for Selection of Architect cum Consultant / Architectural Firm

Bank of Maharashtra, Zonal Office, Nasik Zone, Gruhnirman Bhavan, Gadkari Chowk, Old Agra road, Nasik 422002 invites sealed applications for selection of Architect for Architectural and consultancy services for the proposed Redevelopment works of Bank premises at MIDC Satpur Nasik and invites sealed applications from eligible Architects from Nasik area for following proposed projects/works.

Redevelopment of Bank's premises at Plot No. 44/13, MIDC Satpur Nasik 422007. Approximate proposed built-up area 6458.40 square feet.)

1. The interested parties can download the Application Form from our website: [www.bankofmaharashtra.in](http://www.bankofmaharashtra.in) . No hardcopy will be issued by Bank in any case.
2. Cost of Tender Form: Rs. 1000/- (Rs. One Thousand only-non-refundable) to be paid in the form of Demand Draft /PO favouring 'Bank of Maharashtra" payable at Nasik.
3. Date of Issue of Application Form 05/07/2022
4. Last date of submitting the Application form: 20/07/2022 up to 5.00 p.m. at Bank of Maharashtra, Zonal Office, Nasik Zone, Gruhnirman Bhavan, Gadkari Chowk, Old Agra road, Nasik 422002
5. Sealed **Application along with detailed profile of the firm** should be submitted in sealed envelope, super scribing the work / purpose "Application for appointment of Architect for Redevelopment of Bank's premises at Plot No. 44/13, MIDC Satpur Nasik 422007 along with DD / PO for Rs.1000/- in favour of 'Bank of Maharashtra' payable at Nasik being application money in a separate envelope. (please write name of the applicant on the reverse side of demand draft) and Bid Securing Declaration Form
6. There should be 03 sealed envelopes. Envelope -1 for Demand drafts of application fee Rs.1000, 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 : Nasik  
Date : 05/07/2022

Zonal Manager  
(Nasik Zone)

## Technical Bid

### 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 Registered and Head Office at “Lokmangal” 1501, Shivajinagar, Pune-411 005 and its Zonal Office named as Bank of Maharashtra, Zonal Office, Nasik Zone, Gruhnirman Bhavan, Gadkari Chowk, Old Agra road, Nasik 422002.

Bank of Maharashtra is a nationalized bank with a standing of more than 87 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office. The Bank has 2000 + branch offices and ATM's across the length and breadth of the country.

Unless the contrary appears from the context

1. Bank refers to Bank of Maharashtra Nasik Zone.
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. Brief Description of the Proposed Project:

1.	Name of Work	Redevelopment of Bank's premises at Satpur Nasik
2	Location	Plot No. 44/13, MIDC Satpur Nasik 422007
3	Approximate Area	approximately 6458.40 square feet.
4	Proposed Project	It is proposed to demolish the existing structure and construct Ground + First + Second floors by using available FSI. Any other changes as per requirement & as per decision of Bank Management.
5	Approximate Value	3.00 crores

### 3. **RFP OBJECTIVE/PURPOSE OF RFP**

**SELECTION OF ARCHITECT –CUM- CONSULTANT/ARCHITECTURAL FIRM** for Architectural and consultancy services for the proposed Construction of **Redevelopment of Bank's premises at** Plot No. 44/13, MIDC Satpur Nasik 422007.

### 4. INSTRUCTIONS TO APPLICANTS

1. Intending Architect cum Consultant / Architectural Firm 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 07 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 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. The Architect cum Consultants will be blacklisted for 02 years in the Bank and will debar said Architect cum Consultant in any participation in Bids of Bank of Maharashtra
8. Where copies of documents are required to be furnished, these should be self-attested copies.
9. Cost of the application form is Rs.1000.00 which is not refundable & to be paid by way of Pay Order/Demand Draft favouring Bank of Maharashtra payable at Nasik.
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 18)
12. Based on the details furnished and inspection of works, eligibility criteria, fees quoted, an Architect cum Architect cum consultant will be appointed. . 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, liaisoning with local body or any office for getting necessary permissions/approvals from the inception up to handing over of occupation / possession to the Bank.
13. Blacklisting of Architect cum Consultant / Architectural Firm:

**(a) During Bidding Process:**

Bidder has to provide genuine and correct information while filling tender document. Any document which are attached with this tender shall be genuine and shall be self-attested. If during scrutiny of Bids or during due diligence any incorrect/ wrong/ fake /forged / spurious document or information is found, then Bank will put the respective Bidder in Blacklist. The information of the same will be submitted to IBA and other agencies. The Bidder will be barred from any participation of tender process in the Bank.

**(b) After Award of Work:**

If any information/document submitted by the successful bidder is found incorrect/ wrong/ fake /forged / spurious/ fails to supply assigned any 02 orders during contract period, then Bank shall terminate the contract and Blacklist the Bidder. The information of the same will be submitted to IBA and other agencies. The Bidder will be barred from any participation of tender process in the Bank for 2 years from the date of blacklist. Further Bank will forfeit the Performance Security Deposit. All the action in the aforesaid matter will be at the discretion of Bank.

## 5. MINIMUM ELIGIBILITY 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, firefighting, rain water harvesting, etc	Minimum 7 years' experience as an Architect cum consultant / Architectural firm as of January -2022	Yes / No If yes, furnish the details in proforma
3	Experience of Architect cum Consultancy services in redevelopment works during last 7 years	Must have satisfactorily executed similar single work for at least one residential/commercial redevelopment work of multi-storey building with project cost of Rs.3.00 crores & Total area having 6500 sq.ft. or more  OR Two similar works of residential/commercial redevelopment work of multi-storey building with project cost of Rs.2.00 crores & Total area having 3500 sq.ft. or more  OR Three similar works of residential/commercial redevelopment work of multi-storey building with project cost of Rs.1.00 crores & Total area having 2500 sq.ft. or more during last 07 years	Yes / No If yes, furnish the details in Performa
4	Average annual income of fees during last 7 years	Shall not be less than 10 lacs per year	Yes / No If yes, furnish the details in Performa

### Note :

(1) Similar works means, the scope of work shall be relevant to redevelopment work of Residential/ Commercial projects.

## **5. Terms and Conditions of Tender**

### **Scope of Work of Architect / Architectural Firm**

The Architect cum Consultant / Architectural Firm 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 / Architectural Firm proposed to be appointed by the Bank for the proposed projects is mentioned as under.

- 5.1 Taking Bank's instructions and preparation of design brief.
- 5.2 Site evaluation, analysis and impact of existing and / or proposed redevelopment on its immediate environs.
- 5.3 Design and site development.
- 5.4 Getting the proposal approved from local authorities.
- 5.5 Structural design.
- 5.6 Sanitary, plumbing, drainage, water supply, rain water harvesting & Sewage Treatment etc.
- 5.7 Electrical, electronic, communication systems and design.
- 5.8 Heating, ventilation and other mechanical systems.
- 5.9 Elevators, escalators, etc. and other mechanical systems
- 5.10 Fire detection, Fire protection and Security systems, etc.
- 5.11 Periodic inspection and evaluation of Construction works.

### **6 Schedule and Scope of architectural Services:**

The Architect shall, after taking instructions from the Bank, render the following services:

- 6.1 CONCEPT DESIGN [STAGE 1] :
  - 6.1.1 Ascertain Bank's requirements, examine site constraints & potential; and prepare a design brief for Bank's approval.
  - 6.1.2 Prepare report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.
  - 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.
  - 7.1.4 Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs.
  - 6.1.5 Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.
- 6.2 PRELIMINARY DESIGN AND DRAWINGS [STAGE 2] :

- 6.2.1 Modify the conceptual designs incorporating required changes after discussion with the Bank and prepare the preliminary drawings, sketches, study model, etc., for the Bank's approval along with preliminary estimate of cost on area basis.
- 6.3 DRAWINGS FOR BANK'S/ STATUTORY APPROVALS [STAGE 3] :
  - 6.3.1 Prepare drawings necessary for Bank's/ statutory approvals and ensure compliance with codes, standards and legislation, as applicable and obtain the statutory approvals thereof through follow up and required liasoning with local authorities. Liasoning charges for getting necessary approval shall be borne by Architect cum Consultant / Architectural Firm
- 6.4 WORKING DRAWINGS AND TENDER DOCUMENTS [STAGE 4] :
  - 6.4.1 Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.
  - 6.4.2 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. Bank may provide 3D pictorial view for the proposed work for reference during issue of work order to the selected L1 bidder.
  - 6.4.3 Prepare drawings and documents for the said work.
  - 6.4.4 Preparation of 2/3 alternatives for external elevation/perspective view of building and its 3D view presentation by computer for proposed said work including view of Entrance lobby /porch area in line with aforesaid work ,for approval of Bank.
- 6.5 APPOINTMENT OF CONTRACTORS [STAGE 5] :
  - 6.5.1 Invite, receive and analyse tenders; advice Bank on appointment of contractors.
- 6.6 CONSTRUCTION [STAGE 6] :
  - 6.6.1 Prepare and issue working drawings and details for proper execution of works during construction.
  - 6.6.2 Preparing working details for the project including structural, public health, electrical, fire etc.
  - 6.6.3 Approve samples of various elements and components.
  - 6.6.4 Check and approve shop drawings submitted by the contractor/ vendors.
  - 6.6.5 Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and wherever necessary to 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.
  - 6.6.6 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 (Graduate/Diploma) , who shall work under the guidance and direction of the Architect and shall be appointed and paid by the Architect only. Necessary document to be maintained properly which shall be part of scrutiny by CTE

- 6.6.7 Issue Certificate of Virtual Completion of works.
  - 6.6.8 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
  - 6.6.9 Issue two sets of as built drawings including services and structural drawings without any extra cost to Bank.
  - 6.6.10 The Bank's project comes under Technical Audit by the Chief Technical Examiner's (CTE) Organisation of Central Vigilance Commission as well as Reserve Bank of India. The Architect cum Consultant / Architectural Firm will assist the Bank in submission of reply to CTE's , if any and compliance of their observations.
  - 6.6.11 The list of duties mentioned above is only indicative and the Architect cum Consultant / Architectural Firm 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 / Architectural Firm with the approval of Bank
  - 6.6.12 Whenever the work is examined by the Chief Technical Examiner Organization (CTEO) of the Central Vigilance Commission / Chief Vigilance Officer (CVO) of the Bank / Reserve Bank of India / 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 / Architectural Firm 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 / Architectural Firm 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 / Architectural Firm shall, assist Bank from time to time by drafting suitable replies in consultation with the legal advisers to protect the interest of Bank
  - 6.6.13 In addition to above any statutory or any other requirement for getting any approval for any item of work right from the measurement of plot by the City Survey Office if any & upto obtaining completion/occupation certificate, 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 Architect cum Consultant / Architectural Firm have to obtain other required documents if any from the local authorities.
- 6.7 COMPLETION [STAGE 7] :
- 6.7.1 Prepare and submit completion reports and drawings for the project as required and "Completion/ Occupancy Certificate" from statutory authorities.

6.7.2 Issue two sets of as built drawings including services and structural drawings.

In addition to above, Architect is expected to hold discussions with Bank, from time to time and as per requirements of the project, in co-ordination with Architect cum Consultant / Architectural Firm regarding the respective matters.

## **7 Scope for various services shall be as detailed below:**

### **7.1 Scope of Liaisoning Services (Mentioned in 2.3 above):**

Liaisoning with City Survey Office for measurement of our plot and demarcation if any required.

Preparing & submitting for approval drawings to Sanctioning Authority. (Only support documents with regards to property, etc. shall be provided by the bank & whatever are presently available)

Liaisoning charges for getting necessary approval from local authority at all stages & for all necessary required works shall be borne by Architect cum Consultant / Architectural Firm.

#### **To get Approvals from Sanctioning Authority**

Following up the matter at various stages as required with local authority and Getting approval at various stages.

#### **Obtaining Provisional fire NOC.**

After completion of the building, it needs to be ensured that final Fire NOC is obtained.

#### **Obtaining Garden, Encroachment, Road, NOC (if required) at the time of completion.**

Obtaining Occupancy certificate from the local sanctioning authority.

Liaisoning with MSEDCL. Liaisoning with Municipality Drainage & Water Supply department

Final Fire NOC

Lifts, elevators, etc. Including getting NOC for operation.

Post Completion follow up with Contractor.

Design & details of Integrated Building Management System.

### **7.2 Scope of BOQ, Estimation & Tendering work (Mentioned in 2.4 above):**

Preparation of Tender documents, Preparing BOQs, estimates and abstract sheets along with working drawings based on instruction from Bank, prepare advertisement to be released by the bank & provide the tender information to the contractors selected/ shortlisted by the Bank.

Assess the bids received in response to tender notice and advise the Bank on the selection of the contractor. Provide the final draft agreement to be executed between the Bank and the contractor.

Support Bank through the process of appointing the contractors for specific work packages.

Preparation of draft Tender documents for calling tenders for Civil and electrical work, evaluating tenders received, rate analysis, comparative statement of the tenders received, justification of rates, recommendations for awarding tenders with justification, preparation for agreement to be executed with contractors & execution of agreement. Preparing bill of quantities, estimated cost based on current market rate.

The Architect cum Consultant may engage specialised Engineer/consultant, if required, 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, and omissions etc. of any such Engineer/consultant. Any approval for the said work, if required, to be taken from local authority shall be under scope of Architect cum consultant. In this case, only statutory payment will be made by bank. The charges for liaisons and follow –up with local bodies has to be borne by Architect cum Consultant.

Assisting Bank for prequalification of various contractors by following Bank's /CVC guidelines.

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.

### **7.3 Scope of Mechanical, Electrical & Plumbing services, Structural Design, & Landscape Design.**

MEP Services include Electrical, Water supply, Drainage, Storm water, Rain water harvesting, Solid waste management, Firefighting, etc.

#### **7.3.1 Electrical Works**

Design and issue of drawings and layouts for Internal, External, Street light, D.G. Sets as also special schemes for Auto Controls, Designs of Metering panels and improved quality of power distribution system.

Preparation of "Bill of Quantities" and Technical Specifications, Project Estimate and related work.

Assisting in procurement of major materials, call of quotations/ tender, recommendations and inspection of the same after they are procured, at site.

Check of typical slabs before casting for all electrical works. Check of sample flats, concealed conduits, wall drops, DB's, etc.

Attending to co-ordination meetings with other services Architect cum consultant, Architects, Site Project Managers as required.

Inspection of works at different stages, certification of bills of contracts, Testing and issue of acceptance for occupation and charging of power supply etc.

### **7.3.2 Water Supply:**

To study and analyse basic data with respect to water requirement, consumption and storage including firefighting needs with due consideration to existing / future plans.

Determine firefighting water requirements and work out suitable storage.  
Design hot water distribution system for solar hot water system.

Prepare detailed specifications for water supply components / piping.

Prepare 'Bill of Quantities' for water supply components/ piping.

Work out 'Cost Estimates' for water supply system.

### **7.3.3 Drainage / Sanitation: -**

Study existing land profile/ contours and decide tentative pipeline alignment for sewerage.

Study alignment survey details at site and prepare relevant drawings for laying sewer.

Design sewer lines based on data and above contour / alignment survey.  
Prepare detailed specifications for piping system. Prepare 'L' sections for total piping system. Prepare drawings for other work like manhole, flushing tank and bathroom / toilet / drawings etc.

Design septic tank / anaerobic filter / soak pits or centralized sewage treatment plant and its disposal / reuse of waste water. (where required)

Prepare 'bill of quantities' and work out 'cost estimates' for drainage system and sewage treatment plant.

### **7.3.4 Storm water / Rain water Harvesting: -**

Collect data with respect to total rainfall, rainfall intensity, contributing area etc.  
Study existing contour plan and determine economical alignment for storm water drainage system.

Design storm water including roof drainage / area drainage lines.

To prepare drawing of identified alignments for execution purpose.

To prepare drawings for appurtenances like inlet drain, chambers / man holes etc.  
Design / prepare storm water harvesting system for roof top as well as drainage area.

Prepare "bill of quantities" and work out 'cost estimates' for storm water/ rain water harvesting system.

### **7.3.5 Fire Fighting: -**

To design and prepare working drawings to include all aspects of firefighting facilities such as underground and overhead water storage tanks, wet riser cum down comer, hydrants, rose reel and hose box, sprinkler system design, main pump, sprinkler pump,

booster pump, jockey pump design, pipe sizing, fire alarm system etc. based on fire N.O.C.

To provide technical specifications for all the works to be done at site.

To provide bill of quantities and assisting Bank for selection of right materials.

To assist during commissioning of system after completion of the work.

### **7.3.6 Structural Design: -**

Structural Design for all components of building and services.

Site visit at required stages

- a) Strata checking
- b) Column footing checking
- c) Plinth beams checking
- d) Slab-beam checking.

7.3.7 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.

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. Maintaining of all the site documents that are required as per CTE/CVC guidelines as mentioned in **Annexure-I**.

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.

Recommendation of samples of various elements and components for approval to the Bank's Engineers.

Check and approve shop drawings submitted by the contractor/ vendors.

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.

Issue Certificate of Virtual Completion of works.

Issue two sets of working drawings to Bank and contractor without any extra cost.

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.

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.

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

### **7.3.8 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.

### **7.3.9 Penalty/liquidity damages/ 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.

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 5% of total fees payable on entire actual work, for which the Consultant's services are availed by Bank. The decision of the competent authority of the 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.

## 8. 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	02 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
4	Preparation of tender documents, floating tenders, analysis of tender, awarding contract & obtaining commencement certificate	04 weeks
5	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	92 weeks
6	Obtaining completion/occupation certificate	02 weeks
7	Handing over of all as built/revised drawings, CDs and tracing etc	02 weeks

## 9. 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.

## 10. 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.

## 11. GENERAL INSTRUCTIONS TO APPLICANTS:

- 11.1 Intending Architects 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.
- 11.2 The professionals should have minimum seven years of experience in the architecture field. The intending Architects are requested to read the format carefully and self-assess their standing before filling the particulars.
- 11.3 Incomplete applications will not be considered.
- 11.4 Bank of Maharashtra may approach the professional's clients, corporations, organizations, etc. to verify their general reputation / competence.
- 11.5 Selection of Architect will be based on the ability and competence required for good quality jobs to be performed by him.
- 11.6 Bank of Maharashtra shall pay professional fees as per accepted rate. All out of pocket expenses, will be borne by the appointed Architect only.
- 11.7 If the space provided in the format is insufficient for giving full details, the same may be given on a separate sheet of paper.
- 11.8 Information/details furnished by Architects, 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 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.
- 11.9 Where copies of documents are required to be furnished, these should be self-attested copies.
- 11.10 Cost of the application form is Rs.1000.00 which is not refundable & to be paid by way of Pay Order/Demand Draft favouring Bank of Maharashtra payable at Nasik.
- 11.11 Application form is not transferable.
- 11.12 The evaluation will be based on the experience of the Architect and their technical capabilities. (Please refer page 18 & 19)
- 11.13 Based on the details furnished and inspection of works, eligibility criteria, an Architect will be appointed. (Please refer page 18 & 19)
- 11.14 The Architect 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.

## **12 Decision of the Bank regarding selection**

Bank of Maharashtra reserves the right to accept or reject any/ all application(s) without assigning any reason. Acceptance or rejection of an application for appointment of Architect will be final and binding and no further correspondence will be entertained. The appointed Architect 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 5.00 p.m. on 20/07/2022 to the Zonal Manager, Bank of Maharashtra, Zonal Office Nasik, Gruhnirman Bhavan, Gadkari Chowk, Old Agra road, Nasik 422002 The application shall not be accepted by post / courier.

Each application/form must accompany Pay Order / Demand Draft favouring 'Bank of Maharashtra' payable at Nasik, for Rs.1000/-. (non-refundable)

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

Preference will be given to Nasik based Architect & registered with Nasik Municipal Corporation.

## 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	<b>Work Executed/Capacity assessment</b>	5		
	Maximum single value works executed during last 7 years at . a) Above 10.00 crores = 05 marks b) From Rs.5.00 crores to Rs.10.00 crores = 04 marks c) From Rs.3.00 crores to Rs.05.00 crores = 02 marks			
2	Professional fees earned per year/ Annual Turnover  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.10.00 lacs to Rs.20.00 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	<b>Easy Availability</b> The firm stationed in Nasik Marks-05 Firm having branch office with full set up at Nasik Marks-03 The firm not having branch office in Nasik Marks-00	5		
5	<b>Work quality/The firm must have qualified personnel</b>	5		
	Technically qualified personnel - Above 10 Marks 03 (Architects, and Engineers) Technically qualified personnel - 05 to 10 Marks 02 (Architects, and Engineers) Technically qualified personnel - 02 to 05 Marks 01 (Architects, and Engineers) Separate details of Technical persons to be provided			
6	<b>Experience in the field. [ Related to Residential / Commercial Building projects] in turnkey consultant i.e. consultant for Civil, Electrical &amp; HVAC etc</b>	10		
	Minimum experience in the field- 10 Years & above Marks 10			
	Minimum experience in the field-07 to 10 Years Marks 08			
	Minimum experience in the field – up to 07 Years Marks 05			
7	Awards for Architectural work in the past 07 years Marks 05	5		

8	<p>Experience of Architect cum Consultancy services in construction of multi-storeyed residential buildings and with Public Sector Undertakings/ PSU Banks/ Government Departments/Reputed Private Institution having project cost of Rs.3.00 crore &amp; more OR Total area 6500 sq.ft. &amp; more during last 07 years</p> <p>(A) Must have satisfactorily executed similar single work for at least one residential/commercial redevelopment work of multi-storey building with project cost of Rs.3.00 crores &amp; Total area having 6500 sq.ft. or more</p> <p style="text-align: center;">OR</p> <p>Two similar works of residential/commercial redevelopment work of multi-storey building with project cost of Rs.2.00 crores &amp; Total area having 3500 sq.ft. or more</p> <p style="text-align: center;">OR</p> <p>Three similar works of residential/commercial redevelopment work of multi-storey building with project cost of Rs.1.00 crores &amp; Total area having 2500 sq.ft. or more during last 07 years</p> <p>Total Marks for above said criteria (A) will be 10 - Marks</p> <p>(B) Total Marks for Over &amp; above the minimum criteria as stated in (A) will be 15-Marks</p>	15		
9	Registration with Nasik Municipal Corporation	Marks 05	5	
10	Redevelopment work carried out for PSB/PSU/ Government/ Reputed Private Institution	Marks 10	10	
	<b>Total Marks ----( X )</b>		<b>70</b>	

\* 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 : -----( Y )**

- i. The lowest offer shall be treated as base and shall be given 25 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% OR below 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 X 25/1.00=25
(b) B	–	1.00 X 25/2.00=12.5
(c) C	–	1.00 X 25/3.00=8.33

**Marks for the Laisoning Charges will be evaluated as under : ----- ( Z )**

j. The lowest offer shall be treated as base and shall be given 05 marks

ii. Example of calculation of marks for Laisoning Charges will be as under-

Financial bid quotes of three Architect cum consultant are as follows :-

(a) A	–	0.5% OR below of the cost of the project
(b) B	–	1.0% of the cost of the project
(c) C	–	1.5% of the cost of the project
(d) D	–	2.0% of the cost of the project
(e) E	–	2.5% of the cost of the project

The marks will be as under :

(a) A	–	0.50 X 5/0.50=5.0
(b) B	–	0.50 X 5/1.00=2.5
(c) C	–	0.50 X 5/1.50=1.66
(d) D	-	0.50 X 5/2.00=1.25
(e) E	-	0.50 X 5/2.50=1.00

- (iii) 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.
- (iv) 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.
- (v) 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 25% to the price bid (professional fees quoted in the sealed cover) & 5% towards lasing charges. H1 ( X+Y+Z ) will be awarded the work.

**03 Terms of Payment**

As detailed herein under on Page No.27 & 28

**04 Offer Validity Period**

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

**05 Articles of Agreement**

The successful Bidder shall enter into an Articles of Agreement 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.

## **06 Termination**

Bank may in its sole discretion & as per clause No.13 on page No.5, may terminate the RFP at any point of time, if felt necessary in the circumstances.

## **07 Address for communication**

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

Zonal Manager  
Bank of Maharashtra  
Nasik , Gruhnirman Bhavan,  
Gadkari Chowk, Old Agra road,  
Nasik 422002

Signed as token of acceptance

Signature of Architect cum consultant with seal

Date :  
Place:

## Application Format for Architects:

### Desired requirements:

Architects should be a practicing architect in their respective fields with more than 07 years experience. Architect should be based in Nasik. Architect should have successfully completed projects worth Rs.10 crore & more till date and Documentary evidence in support of this must be submitted.

1	Name of the Firm/ Organization				
	Registered Office				
	Nasik 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	Whether registered with				
(a)	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)				
(C)	MCGM				
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	
		31.03.2019			
		31.03.2020			
		31.03.2021			

	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) GST 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-10Years)	
10	Whether ISO certified? Furnish details.	
11	Details of works executed and in hand in last 5 years (as per Proforma I & II attached)	
12	Details of details of key personal & infrastructure in office (as per Proforma III & IV attached)	
13	Whether any Civil suit / Litigation arisen in the projects executed during last 10 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 3 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)

SR. No.	Name of Work / Project executed	Short description of work	Name & Address of Owner / Architect cum 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

Signature of the Applicant

## PROFORMA – II

### 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 - III

### KEY PERSONNEL PERMANENTLY EMPLOYED

SR. No.	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 – IV

### Details of Infrastructure in Office

Sr. No.	Items	Details
1	Address of the office.	
2	Office premises, area etc. in Sq.M.	
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.

## D E C L A R A T I O N

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 cum Consultant / Architectural Firm 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.

## SELECTION OF ARCHITECT CUM CONSULTANT / ARCHITECTURAL FIRM

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

1. Issue of Application/Bid forms from 05/07/2022 to 20/07/2022 during 10.00 a.m. to 05.00 p.m. (except Holidays & Sundays)
2. Last date of submission of Bids 20/07/2022 upto 05.00 pm
3. Date of opening of Technical Bid – Will be informed to bidders separately.
4. The interested parties can download the Application Form from our website: [www.bankofmaharashtra.in](http://www.bankofmaharashtra.in) . No hardcopy will be issued by Bank in any case.
5. Application to be submitted at: Zonal Manager, Bank of Maharashtra, Nasik Zonal Office, Gruhnirman Bhavan, Gadkari Chowk, Old Agra road, Nasik 422002.
6. Offer is submitted for appointment as Architect cum Consultant to provide comprehensive design consultancy services [Architectural Concepts + Detail Design, Liaisoning 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, obtaining completion certificate and occupation 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 and liaisoning charges. Total amount of fees & liaisoning charges will be as per the bills paid to the Civil/Plumbing/Electrical contractors only
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 CTE / CVC 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.

**(A)Schedule of fee payment for Architectural cum Consultancy Services:-**

Sl. No.	Activities	% of total accepted amount fees
1	<b>STAGE – I</b>	
	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% of estimated cost OR Rs.3,00,000/- whichever is less
	Preparation of 3D views and model of the approved plan	
2	<b>STAGE – II</b>	
	Preparing tender documents, calling tender, finalisation of contractors, scrutiny of Price Bids, justification of rates, recommendations of L1 & executing agreement with contractors	20% of estimated cost OR Rs.5,00,000/- whichever is less
	Preparation of working drawings for execution of project including structural drawings & services	
3	<b>STAGE – III</b>	
	Revision in working drawings if any,	
	Day to day supervision of the construction work up to completion, testing materials/ samples & certifying bills	30% of contract amount of project
4	<b>STAGE – IV</b>	
	Getting all necessary clearance from all statutory/local authorities during course of construction	
	Obtaining completion certificate and occupation certificate	
	Submission of required sets of “as built/completion” drawings along with original tracing & CDs to Bank	30% of final bill amount
5	<b>STAGE – V</b>	
	Defect liability period or rectifying defects by contractor whichever is later	5% of final bill amount
6	<b>STAGE – VI</b>	
	Attending CTE's/CVC 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% of final bill amount
	Total of all stages	100% of final bill amount of the total fee payable

**(B) Schedule of fee payment for Liaisoning Charges:-**

Sl.No.	Activities	% of total accepted amount of Liaisoning charges
1	<b>After completion of work at STAGE - I</b>	50% of Price Bid
2	<b>After completion of work at STAGE – II to STAGE - III</b>	20% of Price Bid
3	<b>After completion of work at STAGE – IV to STAGE - VI</b>	30% of Price Bid

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

\* Total amount of fees/charges will be on the basis of final bills paid to various contractors only & No other charges will be paid over & above the accepted fees / liaisoning charges

**ANNEXURE – I**

## **DOCUMENTS FOR INSPECTION AT SITE AS PER CTE GUIDELINES**

(The below mentioned guidelines are standard as per CTE. The same are for guidelines of said work and may vary as per the scope of said work)

1. (a) Press cutting including extended date, if any.
  - i) For Pre-qualification of Architects / Consultants.
  - ii) For pre-qualification of Contractors.
  - iii) Call for Tenders.
- (b) Register of sale of tenders.
- (c) Register of opening of tenders.
2. File giving reference of Financial Sanction and approval of competent administrative Authority-Preliminary estimated.
3. Copy of detailed estimate and its Technical Sanction by competent technical authority.
4. Approval of NIT (Notice inviting Tender) in Original.
5. Rejected tenders and comparative statements for.
  - (a) Selection of Architects / Consultants.
  - (b) Short-listing or pre-qualifications of tenders.
  - (c) Other tenders.
6. Justification statement and corresponding notings in support of lowest tender's offer accepted.
7. Details of negotiations if any, made before acceptance of tenders.
8. Original contract with consultant / contractor.
9. Guarantee Bond etc. towards security for work, Machinery /Mobilization Advance etc. including extension of validity.
10. Insurance policies for work materials equipment, men etc. including extension of validity.
11. Guarantee for water tightness, termite proofing etc.
12. Standard specifications.
13. Standard schedule of rates.
14. Drawings-Architectural and Structural.
15. All connected Measurement Book, Level Books, field Books and Lead Charts.
16. All running Account Bills with all connected statements/ vouchers.
17. Statements showing details of check of measurements by superior officers-copies of order laying down such requirements.
18. Materials at site accounts / cement, steel bitumen, paints, water proofing compound, anti-termite chemical etc.
19. Site order Books / Test Records / Log Books.
20. Details of extra / substituted items and of deviated quantities being executed/considered for execution in the work along with Analysis of rates.
21. Hindrance Register.
22. Office, correspondence files and inspection notes, if any, issued by inspecting office.
23. Complaint records, if any.
24. Any other documents relevant to the works.
25. Details of payments.
26. Cement consumption statement.
27. Steel consumption statement.
28. Statement of test material.

### **ANNEXURE - II**

#### **FORMAT FOR BID SECURING DECLARATION FORM**

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To,  
Zonal Manager,  
Bank of Maharashtra,  
Nasik Zone  
Gruhnirman Bhavan, Gadkari Chowk, Old Agra road, Nasik 422002,

I/We. The undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, in case

I/We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;

or

having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

- (i) fail or refuse to execute the contract, if required, or
- (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) the receipt of your notification of the name of the successful Bidder; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_ (insert signature of person whose name and capacity are shown)  
in the capacity of \_\_\_\_\_ (insert legal capacity of person signing the Bid Securing Declaration)

Name: \_\_\_\_\_ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate) (Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)



**ARTICLES OF AGREEMENT**

**BETWEEN**

**BANK OF MAHARASHTRA, NASIK ZONE,  
NASIK**

**AND**

.....

**FOR PROVIDING ARCHITECTURAL AND  
CONSULTANCY SERVICES FOR THE PROPOSED  
REDEVELOPMENT OF BANK'S PREMISES AT PLOT  
NO.44/13, MIDC SATPUR NASIK - 422007**





The Architect cum consultant 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 Prepare working drawings, specifications, estimates of cost along with measurements, rate analysis and schedule of quantities.
- 2.05 Prepare a short list of contractors, together with appropriate justification.
- 2.06 Prepare working drawings including large scale and full size details, detailed specifications and schedule of quantities sufficient to invite tenders.
- 2.07 Prepare and submit complete working drawings and details sufficient to commence the work at the site and for the proper execution during construction.
- 2.08 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.
- 2.09 On completion of the work, the Architect cum consultant will prepare and submit two sets of "as built" drawings of the buildings and services.
- 2.10 The Bank's work/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.
- 2.11 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
- 2.12 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.

#### **3.02 Project Supervision**

- 3.02.01 Day to day supervision of all ongoing civil work as well for buildings 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.

##### **3.02.02 Day to day supervision**

- 3.02.02.1 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.
- 3.02.02.2 Electrical work – With in buildings and external electrical work.
- 3.02.02.3 Drainage and Plumbing work – Inclusive of ESR & GSR, construction work.
- 3.02.02.4 Sewage treatment and Water treatment works.
- 3.02.02.5 Landscaping work of gardens, pathways etc.

##### **3.02.03 Quality Control**

- 3.02.03.1 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.
- 3.02.03.2 To arrange the cube tests of concrete for all RCC work.
- 3.02.03.3 To arrange the testing of bricks, sand, metal and other materials as per the requirement.
- 3.02.03.4 To monitor the laboratory at site for various tests. (Laboratory will be provided and maintained by contractor).
- 3.02.03.5 Witnessing the cube tests and other field tests and monitoring results registers at site.
- 3.02.03.6 To check the mix design for concrete works submitted by the contractor.

##### **3.02.04 Measurement and Bill Certification**

- 3.02.04.1 To take joint measurements along with contractor.

#### **3.03 Certification of Works**

- 3.03.01 To check running account bills submitted by the contractors and certification of the same for payment by the bank.
- 3.03.02 To check final bills submitted by the contractor and certification of the same for payment by the bank.
- 3.03.03 To issue virtual completion certificates to various contractors.
- 3.03.04 Advice the Bank on Settlement of claims made by the Contractors.

#### **3.04 Monitoring Time Schedule**

- 3.04.01 To review schedules, bar charts, PERT, CPM prepared by contractor and to suggest corrective action.
- 3.04.02 To revise the activity schedule if required for the timely completion of the project.
- 3.04.03 To Advise the contractors for deployment of additional man power, machinery etc. so as to adhere to the time schedule for the project.

### 3.05 Coordination work

- 3.05.01 To maintain regular and proper co-ordination between the bank, the Architect cum consultant and the contractor.
- 3.05.02 Fortnightly reporting of the progress of work with respect to the plan to the client, identifying problems and issues and corrective action taken.
- 3.05.03 Conducting progress review meetings at site, fortnightly along with the bank and the contractor.

### 3.06 Project Completion

- 3.06.01 Conduct and inspect trial runs, before opening to public use.
- 3.06.02 Organise warranties from all vendors.
- 3.06.03 obtaining all post construction approvals.

### 3.07 Staff Deployment at site

The Site Engineer (Graduate/Diploma) will be Architect cum consultant' representative on the site. He shall be overall In-charge of the project, having qualification BE/B.Tech (Civil) or DCE and having sufficient experience & shall be paid by Architect only.

### 4. Fees:

The total fees & liaisoning charges payable to the Architect cum consultant for the services rendered as per the above shall be \_\_\_ & \_\_\_\_\_ percent of the final bills payable to the contractors.

### 5. MODE OF PAYMENT:

The said fees shall be payable in suitable instalments at different stages, as follows.

Sl. No.	Activities	% of total accepted amount fees
	<b>STAGE – I</b>	
	Submission of preliminary sketch design & block estimates and getting approval from Bank	10% of estimated cost OR Rs.3,00,000/- whichever is less
	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	
	Preparation of 3D views and model of the approved plan	
	<b>STAGE – II</b>	
	Preparing tender documents, calling tender, finalisation of contractors, executing agreement with contractors	20% of estimated cost OR Rs.3,00,000/- whichever is less
	Preparation of working drawings for execution of project including structural drawings & services	
	<b>STAGE – III</b>	

	Revision in working drawings if any, Day to day supervision of the construction work up to completion, testing materials/ samples & certifying bills	30% of contract amount of the project
	<b>STAGE – IV</b>	
	Getting all necessary clearance from all statutory/local authorities during course of construction	30% of final bill amount
	Obtaining completion certificate and occupation certificate	
	Submission of required sets of “as built/completion” drawings along with original tracing & CDs to Bank	
	<b>STAGE – V</b>	
	Defect liability period or rectifying defects by contractor whichever is later	5% of final bill amount
	<b>STAGE – VI</b>	
	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% of final bill amount
	Total of all stages	100% of final bill amount of the total fee payable

#### 6. Schedule of fee payment for Liaisoning Charges:-

Sl.No.	Activities	% of total accepted amount of Liaisoning charges
1	<b>After completion of work at STAGE - I</b>	50% of Price Bid
2	<b>After completion of work at STAGE – II to STAGE - III</b>	20% of Price Bid
3	<b>After completion of work at STAGE – IV to STAGE - VI</b>	30% of Price Bid

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

\* Total amount of fees/charges will be on the basis of final bills paid to various contractors only & No other charges will be paid over & above the accepted fees / liaisoning charges

6.01 No deduction shall be made from the fees of the Architect cum consultant on account of penalty, liquidated damages, arising out of delay to the project, part rates or other sums withheld from payment or recovered from the contractor, provided the delay is not on account of, or attributable to, the Architect cum consultant.

6.02 Income tax shall be deducted at source from the bills of the Architect cum consultant at the prevailing rate.

**6.03 GST shall be paid extra by the Bank, as applicable.**

6.04 When the work is executed wholly or in part with old materials or the bank provide labour or carriage, the percentage of fees shall be calculated as if the contractor supplying all labour and new materials and the contractor had executed the work wholly.

6.05 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 Architect cum consultant had rendered professional services, but shall exclude the cost of the bank site office, cost of land and cost of supervisory staff of the bank and the cost of demolition of existing structures or part thereof.

- 6.06 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.

## **7. REIMBURSEMENT OF EXPENSES**

Bank will not reimburse the Architect cum consultant and their staff for any expenses towards conveyance, lodging and boarding expenses for visit to the site or such any other place as may be necessary in connection with the execution of work and in connection with performance of duties referred to in this agreement.

## **8. 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.

## **9. RESPONSIBILITIES OF THE BANK :**

The following shall be the responsibilities of the bank:

- 9.01 Provide detailed requirements of the project.
- 9.02 Provide a correct site plan to suitable scale showing boundaries, contours at suitable intervals, existing physical features including any existing roads, paths, trees, existing structures, existing service and utility lines and such lines to which the proposed service can be connected as whatever available only. Architect cum consultant has to self-arrange other details with competent authorities.
- 9.03 Pay the fees of the Architect cum consultant within one month of submission of bills.
- 9.04 Select the supervision team under him as per advice from the Architect cum consultant, provide office space only. Architect cum consultant has to make regular payment to the staff employed for supervision.
- 9.05 Prepare, on the advise of the Architect cum consultant, a short list of approved contractors. Architect cum consultant would be allowed to prepare tender, invite tenders and select the contractors for the project in consultation and approval with the Bank; (selection as advised or recommended by the Architect cum consultant shall not be binding on the bank).

## **10 PROJECT COORDINATION COMMITTEE:**

- 10.01 A Project Coordination Committee, consisting of representatives of the Bank, project engineers of the Contractor and representatives of the Architect cum consultant may, if necessary, be constituted.
- 10.02 The Project Coordination Committee if constituted shall discuss the drawings and documents submitted by the Architect cum consultant and give decisions promptly to avoid unreasonable delay in the progress of work.
- 10.03 Ensure coordination with the contractor, other contracting agencies and local authorities etc.

- 10.04 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.
- 10.05 To work for amicable conciliation in the event of disputes arising between the Contractors engaged in the project and Bank
- 10.06 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 EXECUTION OF THE ASSIGNMENT:**

- 11.01 All the stages of work shall be completed by the Architect cum consultant 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.
- 11.02 In the event of the Architect cum 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 Architect cum consultant and the bank would be entitled to claim from the Architect cum consultant any extra costs incurred by the bank for completing the work and would be entitled to deduct the same from amounts due to the Architect cum consultant under this agreement. In the event of a shortfall in the amount recoverable after deducting the amount due to the Architect cum consultant, the bank shall be entitled to claim the same from the Architect cum consultant.
- 11.03 In the event of the failure on the part of the Architect cum consultant to complete their work or the bank to give their approvals and/or make payments as specified herein within the time specified in the time schedule or in the event of either of the parties committing a breach of any of the terms and conditions of the agreement, the aggrieved party shall be entitled to resign this agreement by giving 30 days written notice, without prejudice to its rights to claim damages or remedies available in law.
- 11.04 The Architect cum consultant 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.
- 11.05 The Architect cum consultant will advise the bank on the time and progress chart prepared by the Contractor for the completion of the work.
- 11.06 The Architect cum consultant will appointment consultant (Structural, Water supply and Sanitation, Electrical, etc.) at their costs. The Architect cum consultant, however, shall be responsible for the direction and integration of the Architect cum consultant' work.
- 11.07 The Architect cum consultant shall assume full responsibility for the design and specifications for items described in the scope of work.
- 11.08 The Architect cum consultant 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.
- 11.09 On completion of the Architect cum consultant will prepare and submit two sets of "as built" drawings of the buildings and services on Compact Disk in Adobe Acrobat (pdf) format.
- 11.10 The Architect cum consultant 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 Architect cum consultant.

- 11.11 The Architect cum consultant shall not make any deviation, alteration or omission from the approved drawings, without prior consent of the bank.
- 11.12 The Architect cum consultant 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.
- 11.13 The Architect cum consultant shall make necessary revisions as may be required by the bank in the drawings and other documents submitted by them at the draft stage.
- 11.14 No Change shall be made in the approved drawings and specifications at site without the consent of the Architect cum consultant.
- 11.15 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.
- 11.16 The bank shall have the liberty to postpone or not to execute any work and the Architect cum consultant shall not be entitled to any compensation for non-execution of the work except the fees which are payable to the Architect cum consultant up to the stage of services then in progress.

**12. Confidentiality:**

The bidder 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.

**13.00 Dispute resolution:**

In the event of any dispute , difference or question arising out of the agreement with the bidder the same shall be referred to the arbitration of a sole arbitrator appointed by Bank. The Arbitration and Conciliation Act,1996 or any statutory modification thereof shall be applicable to the arbitration. The arbitration proceedings shall be held at Nasik. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding upon the parties.

**14.00 Indemnity:**

The bidder shall keep the Bank indemnified; saved and held harmless, from the costs and consequences of an intentional breach of any provisions of this contract, including any legal costs and expenses that Bank may incur in protecting and / or defending itself and also claims of third party.

## **15.00 Recovery of loses:**

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.

## **16.00 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.

## **17.00 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.

## **18.00 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. The Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall be applicable to the arbitration. The arbitration proceedings shall be held at Nasik. 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.

## **19.00 GOVERNING LAWS**

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

## **20.00 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.

## **21.00 GENERAL**

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

21.2 Agreement in addition:



The agreement shall be in addition to and without prejudice to the RFP dated \_\_\_\_\_, 2022

21.3 Binding Effect:

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

21.4 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.

21.5 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.

21.6 Amendment:

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

21.6.2 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.

21.7 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.

21.8 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.

21.9 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.

21.10 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.

21.11 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.

21.12 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);

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

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

21.20 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.

**22.00 NOTICE:**

22.1 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  
Nasik Zonal Office  
Gruhnirman Bhavan, Gadkari Chowk,  
Old Agra road, Nasik 422002

2. Consultant  
\_\_\_\_\_  
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22.2 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.

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

22.4 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, all terms & conditions serial pages 1 to 50

IN WITNESS WHEREOF, **Shri.** \_\_\_\_\_, **Zonal Manager, Nasik Zone**, Bank of Maharashtra, Nasik for and on behalf of the bank, and **Shri.** \_\_\_\_\_, proprietor/partner and architect, for and on behalf of the Architect cum consultant herein, set their hands and seals and sign on the date and year first above written.

SIGNED AND DELIVERED BY BANK OF MAHARASHTRA, Nasik by the hands of its **Zonal Manager, Nasik Zone**  
**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:**

**INTEGRITY PACT**

Between  
**Bank of Maharashtra** hereinafter referred to as "**The Principal**".  
and  
.....hereinafter referred to as "**The Bidder / Contractor**".

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract / s for ..... The Principal values full compliance with all relevant laws of the land, rules regulations, and economic use of resources and of fairness / transparency in its relations with its Bidder and / or Contractor.

In order to achieve these goals, the Independent External Monitors (IEMs) have been appointed, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal:**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

### **Section 2 – Commitments of the Bidder(s)/ Contractor(s):**

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder / Contractor commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder / Contractor will not, directly or through any other person or firm, officer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any other third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any disclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offer under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly. For purposes of competition or personal gain, or pass on to others, any relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s).

Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupee only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers”.

- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts:**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per procedure mentioned in the “Guidelines on Banning of business dealings”.

### **Section 4 – Compensation of Damages:**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression:**

- (1) The Bidder declares that no previous transgression occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors:**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical condition as this one with all Bidders and Contractors.
- (3) The Principal will disqualify the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s)/ Sub-contractor(s):**

If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 – Independent External Monitor:**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the monitor is to review independently and obligations under this agreement.

Details of Independent External Monitors are as under :

1. Name : Arun Jha  
Designation : Secretary to GOI (National Commission for Scheduled Castes)  
  
Email id : [arunjha01@gmail.com](mailto:arunjha01@gmail.com)
2. Name : Umesh Vasant Dhatriak  
Designation : Officer of Public Sector Unit (Rashtriya Chemicals & Fertilizers Unit)  
  
E-Mail id : [uvdhatrak@gmail.com](mailto:uvdhatrak@gmail.com)

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of Bidders/ Contractors as confidential. He/ she reports to the MD & CEO, Bank of Maharashtra.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Bank of Maharashtra and recuse himself / herself from that case.
- (5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the MD & CEO, Bank of Maharashtra within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD & CEO, Bank of Maharashtra, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, Bank of Maharashtra has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

**Section 9 – Pact Duration:**

This Pact begins when both parties have legally signed it. It expires for the Contractor 24 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of Bank of Maharashtra.

**Section 10 – Other provisions:**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Pune.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_ (For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

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Witness 2:

(Name & Address)

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## PRICE - BID

### PROFESSIONAL FEES

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

( Price Bid shall be filled in typed form. Hand written Price Bid will be summarily rejected )

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

Sr No	Particulars of proposed projects	Nature of Services	(A)Professional fees & (B) Liasoning charges as % of cost of the project/work executed (including out of pocket expenses, visits, conveyance etc.)
1	Redevelopment of Bank's premises at Plot No. 44/13, MIDC Satpur Nasik 422007.	Architect cum Consultant to provide comprehensive design consultancy & Liasoning services [Architectural Concepts + Detail Design, Liasoning services with all local authorities, obtaining approval for building plans from	(A) Professional fees.....% [In words ..... .. ] .....]



	(Approximate proposed built-up area 6458.40 square feet.)	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, obtaining completion certificate and occupation certificate from local authority etc] Attending CTE's/RBI 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. All as per scope and Terms & Conditions of Tender	(B) Laisoning Charges .....% [In words ..... ] .....]
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Note : 1. GST will be paid extra as applicable by the Bank.

2. 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 applications. 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. Payment will be considered after completion of all the works mentioned in different stages
2. Total amount of fees/charges will be on the basis of final bills paid to various contractors only & No other charges will be paid over & above the accepted fees / liaisoning charges
3. The professional fee quoted are exclusive of applicable taxes. (GST etc).
4. The quoted fees shall cover for all the activities as per scope of work mentioned in the tender( i.e. Out of pocket expenses including conveyance charges towards site, payment of site Engineer & Liaisoning charges and offices of all concerned authorities and other offices/Departments of Govt.) related to the project etc.
5. In case, there is any discrepancy in the quoted fee in the figures & words, the fee quoted in words shall be considered as final
6. Bank will pay the applicable GST taxes.
7. I/We understand that the architect whose application/offer is finalized should execute the Agreement.
8. (a) In case if H1 backs out or disqualified, Bank reserves the right to award the work to H2 / H3/H4 provided H1 rates are agreed & accepted.

(b) If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L1), next lowest firm shall be considered as L1. Bid Security submitted by such debarred firms shall be returned.

I/We am/are agreeable to Bank's Payment Terms as mutually agreed by and between me and the Bank.

**Place :**  
**Date :**

**Signature of the Architect cum Consultant with seal**