

**MAHARASHTRA GRAMIN BANK**

(A Scheduled Bank established by Govt. of India.)
Sponsor Bank : Bank of Maharashtra

**REQUEST FOR PROPOSAL FOR SELECTION OF
ARCHITECT-CUM-CONSULTANT
FOR
CONSTRUCTION OF PROPOSED BUILDING OF
MAHARASHTRA GRAMIN BANK**

Date of RFP	09.01.2024
Last date of submission of any query / reporting any error	All queries to be submitted vide email only on smgad@mahagramin.co.in On or Before 17.01.2024
Pre-bid Meeting	On 19.01.2024 at 11.00 A.M.
Last date for submission of RFP	30.01.2024 up to 2.00 PM
Opening of Technical/Financial bids	30.01.2024 at 3.30 PM (Subject to availability of tender committee members of Bank)
Technical & Financial Evaluation	Cost Cum Quality Method

AT

Maharashtra Gramin Bank

Head Office: Plot No.42 in Gut No.33 (Part),

Village Golwadi, Growth Centre,

in Waluj Mahanagar IV of CIDCO

Chhatrapati Sambhajinagar (e-Aurangabad)- 431 010.

Sd/-

General Manager (Admin)

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Notice for Selection of Architect cum Consultant

Maharashtra Gramin Bank, Head Office Chhatrapati Sambhajnagar (e-Aurangabad) invites sealed applications for selection of Architects for Architectural and consultancy services for the construction of proposed building of bank at Plot No. 39, Gut No.33 (Part), Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO, Chhatrapati Sambhajnagar (e-Aurangabad)- 431 010.

1. The interested parties shall download the Application Form from bank's website: www.mahagramin.in under tender section/column.
2. Cost of Application Form: Rs. 1180/- (Rs. One Thousand One Hundred Eighty only (Non-refundable)) shall be paid in the form of Demand Draft in favour of "Maharashtra Gramin Bank" payable at Chhatrapati Sambhajnagar (e-Aurangabad).
3. Date of Issue of Application Form: 09.01.2024.
4. Last date for submission of Application form: 30.01.2024 up to 2.00 p.m. at Maharashtra Gramin Bank, Head Office, Plot No. 42, Gut No.33 (Part), Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO, Chhatrapati Sambhajnagar (e-Aurangabad)- 431 010.
5. **Presentation of Tender Document:**
 - **Envelope 1:**
 - a. DD of Tender cost Rs. 1180/- (Rs. One Thousand One Hundred Eighty only (Non-refundable))
 - b. DD of EMD Rs. 10000/- (Rupees Ten Thousand Only) Offers made without EMD will be rejected. Bank will not pay any interest on the EMD/Security Deposit.
 - c. All tender documents including technical bid. (Documents should be arranged serially as per tender)
 - d. A set of tender documents duly signed & stamped by applicant on each page.
 - **Envelope 2:** Financial/Price bid.
 - **Envelope 3:** Sealed envelope having Envelope 1 & 2 mentioning "**Tender No. 02/2023-24 Request for proposal for selection of architect-cum-consultant for Construction of proposed building of Maharashtra Gramin bank**" along with name of applicant.
6. Maharashtra Gramin at its sole discretion reserves the right to reject any or all applications without assigning any reason whatsoever and at any stage.

Place: Chhatrapati Sambhajnagar (e-Aurangabad)**General Manager (Admin)****Date: 09.01.2024**

Technical Bid

1. Introduction:

Maharashtra Gramin Bank is one of the largest Regional Rural Bank in India with a branch network of over 420+ branches/offices in 17 districts of Maharashtra. Maharashtra Gramin Bank, a body corporate constituted under Regional Rural Bank Act, 1976, & having its Head Office at Golwadi Village, Growth Centre, Waluj Mahanagar-IV, Ch. Sambhajinagar (e-Aurangabad) – 431 010 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for selection of Architects for Architectural and consultancy services for the construction of proposed building of Bank.

Following terms are used in the document interchangeably to mean:

- I. Bank, MGB means ‘Maharashtra Gramin Bank’
- II. HO means Head Office Chhatrapati Sambhajinagar (e-Aurangabad).
- III. Applicant, Recipient, Respondent, Bidder, service provider, vendor means the respondent to the RFP document
- IV. RFP means the Request For Proposal document
- V. Proposal, Bid means “Response to the RFP Document”
- VI. Architectural Services means Support & Services to be provided as part of the Scope of Work
- VII. Any reference to Male gender, He and its derivatives shall mean and include reference to Female gender, She and its derivatives.
- VIII. Words importing the singular number include the plural number, and words importing the plural number include the singular number.
- IX. 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 project

1.	Name of Work	Construction of Annex building
2.	Location	Plot No. 39, Gut No.33 (Part), Village Golwadi, Growth Center, in Waluj Mahanagar IV of CIDCO, Chhatrapati Sambhajinagar (e-Aurangabad)- 431 010
3.	Area of Plot	675.09 Sq. Mtr.
4.	Approximate Construction Area by considering 1.5 FSI (Tentative subject to approval)	1012.63 Sq. Mtr. (Approx. 11000 Sq. Ft.)
5.	Number of proposed storey (Tentative subject to approval)	<ul style="list-style-type: none">• Basement/Ground floor for two- Four wheeler parking with necessary movement space for in-and-out

		<ul style="list-style-type: none">• First floor for Office• Second floor for Office• Third floor for Office/guest house• Forth floor Residential quarters/Guest House
6.	Approximate project cost	Rs. 5.00 crore (The value may change based on the scope)

3. RFP OBJECTIVE/ PURPOSE OF RFP:

Selection of Architects for Architectural and consultancy services for the construction of proposed building of bank at Plot No. 39, Gut No.33 (Part), Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO, Chhatrapati Sambhajinagar (e-Aurangabad)-431 010.

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 05 years of experience in the architecture field. The intending Architect cum Consultant are requested to read the format carefully and self-assess their standing before filling the particulars.
3. Incomplete applications will not be considered.
4. Bank 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 Maharashtra Gramin Bank.
8. Where copies of documents are required to be furnished, these should be self-attested copies.
9. Cost of the application form is Rs.1180.00 which is not refundable & EMD is Rs 10000/- which is to be paid by way of Pay Order/Demand Draft favouring Maharashtra Gramin Bank at Chhatrapati Sambhajinagar (e-Aurangabad).
10. The evaluation will be based on the experience of the Architect and their technical capabilities.
11. 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 of the constructed premises to the Bank.

12. 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 is 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 deliver the services or withdraw the services without justification 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.

❖ Decision of the Bank regarding selection

- Maharashtra Gramin Bank, at its sole discretion, reserves the right to accept or reject any all application(s) without assigning any reason and at any stage. Acceptance or rejection of an application for appointment of Architect cum Consultant will be final and binding and no further correspondence will be entertained. The appointed Architect cum Consultant will be informed by post/email.
- 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 & Stamped 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.
- Complete application shall be submitted by hand delivery on or before 30.01.2024 up to 2.00 p.m. to the Asst. General Manager, Maharashtra Gramin Bank, General Administration Department, Head Office, Chhatrapati Sambhajinagar (e-Aurangabad) 431010. The application shall not be accepted by post/courier.

TENDER NO. 02/2023-24



- Each application/form must accompany Pay Order / Demand Draft favouring “Maharashtra Gramin Bank” payable at Chhatrapati Sambhajinagar (e-Aurangabad), for Rs. 1180/- (non refundable) and EMD Rs. 10000/-.
- It is necessary that Architects must have full office set up at Chhatrapati Sambhajinagar (e-Aurangabad) or a full-fledged office/ branch office at Chhatrapati Sambhajinagar (e-Aurangabad), if its head / registered office are at somewhere else. Preference will be given to Chhatrapati Sambhajinagar (e-Aurangabad) based Architect.

4. Minimum Eligibility Criteria

Sr. No.	Criteria	Minimum Requirement	Remark
1.	Registration & license	Should have registered with Council of Architecture.	
2.	Experience- includes all Architectural cum Consultancy services such as architectural, structural, engineering, all internal and external services such as electrical, plumbing, water supply, storm water drainage, fire fighting, rain water harvesting, sewage treatment plant, recycling of waste water etc.	Minimum 5 years experience as an Architect cum Consultant as on date of Tender i.e. 09.01.2024.	
3.	Experience of Architect cum Must Consultancy services in construction of multi storeyed building (commercial/ residential with basement)	Must have satisfactorily executed at least 02 multi-storeyed buildings (commercial/ residential with basement) with project cost above Rs. 5.00 crores & Total area having 10000 sq. ft. or more OR 03 multi-storeyed buildings (commercial/ residential with basement) with project cost above 3.00 crores & Total area having 5000 sq. ft. or more during last 05 years.	
4.	Experience of Architectural consultancy services for multi-storeyed building for Public Sector Undertakings/ PSU	Minimum one building, having project cost more than 5.00 crores and above	

	Banks/ Government Departments during last 5 years		
5.	Average annual income of fees (Last 03 years)	Shall not be less than Rs. 10.00 Lakh per year	

Note: (1) Similar works means, the scope of work shall be relevant to structural Construction, renovation, interior etc. of Residential/ Commercial projects.

5. Terms and Conditions of Tender

Scope of Work of Architect cum Consultant

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

1. Taking Bank's instructions and preparation of sketch designs with minimum three alternative schemes including carrying out necessary modifications till the designs are finally approved by the Bank and making block estimates.
2. Site evaluation, analysis and impact of existing and/or proposed development on its immediate environs. Design and site development.
3. Prepare drawings and documents to enable the Bank to get done the detailed survey and soil investigation at the site of the project.
4. Preparation of drawings on the basis of local Municipal/Authorities bye-laws.
5. Preparation of minimum 3 alternatives for external elevation/perspective view of building and its 3D view presentation by computer for approval of Bank and preparation of model for one of the selected alternatives without any extra cost to Bank.
6. Presentation to various authorities as required by the Bank.
7. Structural design, Sanitary, plumbing, drainage, water supply, rain water harvesting, solid waste management, sewerage design, use of Solar and other renewable source of energy.
8. Electrical, electronic, communication systems. Heating, ventilation and air conditioning design (HVAC) and other mechanical systems and design.
9. Elevators, escalators, etc.
10. Fire detection, Fire protection and Security systems, etc.
11. Landscape Design
12. Interior Layout, Interior Design Concept etc
13. Preparation and submission of Final Master plan working drawings of Architectural, structural, electrical, plumbing, fire fighting, landscape and Rain Water Harvesting etc to all the local statutory bodies/authorities and to carry out all the required discussion and co- ordination with concerned authorities for any changes suggested by them and incorporating the changes and then obtaining sanction of drawings/plans.

14. Getting the drawings & proposal approved from local authorities/all concerned departments.
15. To prepare a scaled model (in appropriate size) of the approved proposal.
16. Preparing bill of quantities, estimated cost based on current market rate, Tender documents for calling tenders, Calling tenders for soil investigations for deciding foundation, calling tenders for building works, evaluating tenders received, rate analysis, comparative statement of the tenders received, recommendations for awarding tenders with justification, preparation for agreement to be executed with contractors & execution of agreement for awarding various jobs of construction, other activities like plumbing, electrification, fire fighting, sewage, Rain water harvesting etc with the help of respective consultants. Submission of recommendations for acceptance or otherwise assisting Bank for appointment of contractors by following procedure/norms laid down by Bank/CVC guidelines. Required sets of tender documents will have to be prepared by the consultant themselves at no extra cost to Bank.
17. The Architect cum Consultant may engage specialized Engineer/consultant with the consent of the Bank to assist them in their work. The remuneration / fees of any Engineer/consultant appointed under this clause shall be paid by the Architect cum Consultant only. No separate fees for consultants will be paid by Bank and should be included in the overall fees. The Architect cum Consultant shall also be responsible for all the work, actions, Commissions etc. of any such Engineer/consultant. However for any survey work to be carried out for demarcation of roads, boundaries if required for verification of property, the charges shall be paid by the Bank. The necessary-application required to be done & further follow up work with local authority is to be done by the Architect cum Consultant
18. Assisting Bank for prequalification of various contractors by following Bank's /CVC guidelines.
19. Preparation of fresh drawings, plans, as per local Municipal bye-laws as well as renewal and revalidation of plans and to revise or alter as and when required including preparation of other miscellaneous drawings required for the project.
20. Obtaining permission/NOC/approval from various authorities i.e. fire department, garden department, sewage & water works department, traffic department, road/Encroachment department, Lift authorities, MSEB etc as required for sanction/execution of building plan.
21. The role of Architect cum Consultant will be to ensure both qualitative 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 CPM & bar chart and its updating for monitoring progress etc. The

- collection of samples of various materials is 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.
22. 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.
 23. 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.
 24. It is specifically agreed that Bank shall have no responsibility for any staff/officers / Engineers/ workmen engaged by the Architect cum Consultant and the said Architect cum Consultant alone shall be responsible as their Employer. They shall not be the employees of Bank at any point of time and there shall be no employer-employee relationship between Bank and those persons employed by Architect cum Consultant for any purpose whatsoever. The Architectural agency shall comply with all the Laws and Regulations regarding employing such persons.
 25. Obtaining all clearance from all local statutory authorities for commencement of work at different stages during execution of work.
 26. Obtaining final building completion certificate/ occupation certificate / any other statutory requirement as per bye-laws of local authority.
 27. In addition to above any statutory or any other requirement for getting any approval for any item of work, the Architect cum consultant to arrange the same on his own. However, any statutory payments and signing of documents/affidavits, support documents, whatever presently available, with regards to property, etc. shall be provided by the bank. The Architects have to obtain other required documents if any from the local authorities.
 28. Approve samples of various elements and components.
 29. Check and approve shop drawings submitted by the contractor/ vendors.
 30. 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.
 31. Issue Certificate of Virtual Completion of works.
 32. 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.
 33. Issue two sets of as built drawings including services and structural drawings without any extra cost to Bank.

34. The Bank's project may come 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 will assist the Bank in submission of reply to CTE's, if any and compliance of their observations.
35. 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.
36. 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.
37. In addition to above any statutory or any other requirement for getting any approval for any item of work, the Architect cum consultant to arrange the same on his own. However, any statutory payments and signing of documents/affidavits, support documents, whatever presently available, with regards to property, etc. shall be provided by the bank. The Architect cum Consultant / Architectural Firm have to obtain other required documents if any from the local authorities.
38. Issue two sets of as built drawings including services and structural retrofitting drawings after completion of work.
39. 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.

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 at the site of the project.
- 6.1.4 Furnish report on measures required to be taken to mitigate the adverse impact, if any.
- 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. 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 Study and propose methodology for treatment/restoration of external façade of the proposed building in alignment with rules and regulations of CIDCO/other authorities.
- 6.4.5 Prepare the PERT chart based on the activities and the time period required for the completion of said project.

6.5 APPOINTMENT OF CONTRACTORS [STAGE 5] :

- 6.5.1 Analyse the tenders received and provide comparative analysis.

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 progress of 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 Issue Certificate of Virtual Completion of works.
- 6.6.7 Issue two sets of as built drawings including services and structural drawings without any extra cost to Bank.
- 6.6.8 The Bank's project may come 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.
- 6.6.9 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

6.6.10 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

6.6.11 In addition to above any statutory or any other requirement for getting any approval for any item of work, the Architect cum consultant to arrange the same on his own. However, any statutory payments and signing of documents/affidavits, support documents, whatever presently available, with regards to property, etc. shall be provided by the bank. The 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 Issue two sets of as built drawings including services and structural retrofitting drawings after completion of work.

6.7.2 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 Liasioning Services:

Scope includes Liasioning with competent authority for getting necessary approvals related to the building construction norms in all manners.

7.2 Scope of BOQ, Estimation & Tendering work:

Preparation of Tender documents appointment of contractor for carrying out

construction of structure, interior works; electrical (interior/exterior) works etc.

Preparing BOQs, estimates and abstract sheets along with working drawings based on instruction from Bank, provide the tender information to the contractors selected/shortlisted by the Bank.

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

Preparation of Bill of Quantities with specification related to works.

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. Assess the bids received in response to tender notice and advise the Bank on the selection of the contractor.

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 liaisoning 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 is 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 Retrofitting work

MEP Services include Electrical, Water supply, Drainage, DG Set etc.

7.3.1 Electrical Works

1. The vendor shall perform Site survey & site investigations to prepare Detailed Project Report (DPR) /Estimate of Works for External & internal Electrification of proposed construction of building.
2. The consultant shall provide DPR/estimates covering the following points as under:-
 - a) Augmentation of Distribution transformer at proposed building.
 - b) Automatic Power Factor Correction Panel.
 - c) Centralized switch gear.
 - d) Diesel Generator.
 - e) Dedicated Corridor for Cable Laying.
 - f) Distributed/Centralized Air-conditioning system.
 - g) Internal & External illumination system
 - h) Telephone network.
 - i) Data cable routing.
 - j) Signage Boards
 - k) Emergency Lighting system
 - l) Public addressing system.
3. The consultant shall inform Bank about all the statutory clearances to be obtained before & post execution of electrical Works.
4. The consultant shall prepare tender for phase wise execution of works incorporating all the guidelines & standards of BIS, CVC and National Building Code etc. Preparation of detailed project report including work specification, time schedule, work estimates & cable schedules.
5. The consultant shall perform technical scrutiny of the tenders, technical work comparative, background verification of the bidders & short listing of eligible bidders for financial bid opening. The consultant shall scrutinize financial Bids and recommend L1 Bidder for work.
6. During the execution stage, consultant will prepare and issue of working drawings with all details for proper execution of the work & also revise drawing details and specifications as required by construction process.
7. Recommendation of RA Bills, final bills along with work completion certificate.
8. The consultant shall provide all necessary details, calculations, layout drawings etc. all complete as per Bank satisfaction.

7.3.2 Drainage / Sanitation:-

Study of existing drainage line system and plan to connect sewer pipelines etc.

7.3.3 Structural Retrofitting of Buildings:-

Architect cum consultant shall prepare the design for retrofitting of structure for composite structure. The design of same shall get approval from Bank. Based on the same Bill of Quantities shall be prepared with detailed specification. The retrofitting of structural member shall include structural treatment to the members before initiating interior works.

- 7.3.4 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.
- 7.3.5 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.
- 7.3.6 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 Architectcum 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.
- 7.3.7 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.
- 7.3.8 Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and wherever necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Bank informed and render advice on actions, if required. Issue Certificate of Virtual Completion of works.
- 7.3.9 Issue two sets of working drawings to Bank and contractor without any extra cost. The Bank's project may come under Technical Audit by the Chief Technical Examiner's (CTE)Organization 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.
- 7.3.10 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.

7.3.11 Whenever the work is examined by the Chief Technical Examiner Organization (CTEO) of the Central Vigilance Commission / Chief Vigilance Officer (CVO) of the Bank / Thirdparty 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

7.3.12 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.

7.3.13 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 10% 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-

Sr. No.	Activities	Time Frame from the date of acceptance
1.	Preparation of min. 3 alternate drawings/plans, getting approval from the Bank, preparation of 3D view & its presentation	04 weeks
2.	Preparation of detailed drawings and submitting the same to statutory authorities/Municipal Corporation	02 weeks
3.	Obtaining necessary building plan permission /sanction/NOC/ clearance from CIDCO, 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	68 weeks
6.	Obtaining completion/occupation certificate	04 weeks
7.	Handing over of all as built/revised drawings, CDs and tracing etc	04 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 Maharashtra Gramin Bank 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 Maharashtra Gramin Bank 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.1180.00 which is not refundable and EMD is Rs 10000.00 & to be paid by way of Pay Order/Demand Draft favouring Maharashtra Gramin Bank payable at Chhatrapati Sambhajanagar (e-Aurangabad).
 - 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 22 & 23)
 - 11.13 Based on the details furnished and inspection of works, eligibility criteria, an Architect will be appointed. (Please refer page 22 & 23).
 - 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

Maharashtra Gramin Bank 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/e-mail.

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 2..00 p.m. on 30.01.2024 to the Assistant General Manager, General Administration Department, Maharashtra Gramin Bank, HeadOffice, Chhatrapati Sambhajnagar (e-Aurangabad) - 431001. The application shall not be accepted by post / courier.

Each application/form must accompany Pay Order / Demand Draft favouring 'Maharashtra Gramin Bank' payable at Chhatrapati Sambhajnagar (e-Aurangabad), for Rs.1180/- (non-refundable) and EMD of Rs 10000/-.

It is necessary that Architects must have full office set up at Chhatrapati Sambhajnagar (e-Aurangabad) or a full-fledged office/ branch office at Chhatrapati Sambhajnagar (e-Aurangabad) if its head / registered office is at somewhere else. Preference will be given to Chhatrapati Sambhajnagar (e-Aurangabad) based Architect.

Process of Selection**BRIEF TECHNICAL PARAMETERS FOR EVALUATION**

- 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.
- 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	Max. Marks	Self Assessment	Bank's Assessment
1.	Work Executed/Capacity assessment- Maximum single value works executed during last 05 years (commercial/ institutional) a) Rs. 3.00 to 4.00 crores = 05 marks b) Rs. 4.01 to 5.00 crores = 08 marks c) Above Rs. 5.00 crores = 10 marks	10		
2.	Average annual turnover/ Professional fees earned (Last 03 years)- a) Rs. 10.00 Lakh to 20.00 Lakh = 02 marks b) Rs. 20.01 Lakh to 30.00 Lakh = 03 marks c) Rs. 30.01 Lakh to 40.00 Lakh = 04 marks d) Above Rs. 40.00 Lakh = 05 marks	5		
3.	Profit for at least two years during the last three years = 03 marks Profit for all three years during the last three years = 05 marks	5		
4.	Easy Availability a) The firm stationed in Chhatrapati Sambhajanagar (e-Aurangabad)= 05 marks b) The firm having branch office with full set up at Chh. Sambhajanagar (e-Aurangabad) = 03 marks c) The firm not having branch office at Chh. Sambhajanagar (e-Aurangabad) = 00 marks	5		
5.	Work quality/The firm must have qualified personnel- (Architects and Engineers) Technically qualified personnel-Above 10= 05 marks Technically qualified personnel-06 to 10= 03 marks Technically qualified personnel-02 to 05= 01 marks Separate details of Technical persons to be provided	5		
6.	Experience in the field- in turnkey consultant i.e. Civil, Electrical & HVAC etc. Minimum experience in the field- above 10 Years = 10 marks Minimum experience in the field-above 07 to 10 Years = 08 marks	10		

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	Minimum experience in the field-05 to 07 Years = 05 marks			
7.	Awards for Architectural work in past = 05 marks	5		
8.	Experience in Architectural cum Consultancy work during last 05 years for the project cost of more than Rs. 3.00 crores a) Up to 3 buildings = 07 marks b) More than 3 & up to 5 buildings = 12 marks c) More than 5 buildings = 15 marks	15		
9.	Experience with PSU/Public Sector Banks/Govt. having project cost of Rs 5.00 crore & more OR Total area 10000 sq ft & more during last 05 years a) One building = 05 marks b) Two buildings = 08 marks c) Three or more buildings = 10 marks	10		
	Total Marks (X)	70		

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

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

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 30 marks
- ii. Example of calculation of marks for price bid will be as under-

Financial bid quotes of three Architects cum Consultant are as follows

- (i) A - 1.00% of the cost of the project
- (ii) B - 2.00% of the cost of the project
- (iii) C - 3.00% of the cost of the project

The marks will be as under:

- (i) A - $1.00 \times 30 / 1.00 - 30$
- (ii) B - $1.00 \times 30 / 2.00 - 15$
- (iii) C - $1.00 \times 30 / 3.00 - 10$

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- iii. Preliminary evaluation of the Technical bids will be done to ensure that the bidder's fulfill 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 30% to the price bid (professional fees quoted in the sealed cover) H1 (X+Y) will be awarded the work.
3. The offer should hold good for a period of 180 days from the date of the opening of price bid.
4. 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.
5. **Termination:** Bank may in its sole discretion may terminate the RFP at any point of time, if felt necessary in the circumstances.
6. **Address for communication:** Offers should be addressed to the following office at the address given below:

General Manager,
Head Office,
Maharashtra Gramin Bank,
Chhatrapati Sambhajanagar (e-Aurangabad).

Signed as token of acceptance

Signature of Architect cum Consultant with seal

Date:

Place:

Application Format for Architects:

Documentary evidence in support of this must be submitted-

Sr. No.	Particulars	Details			
1.	Name of the Firm/ Organization				
	Registered Office				
	Chhatrapati Sambhajinagar (e-Aurangabad) Office				
	Telephone No.				
	Mobile No.				
	Fax No.				
	E-mail				
	Website				
2.	Year of Establishment				
3.	Status of the firm (Partnership firm /Proprietary/ LLP/Other)				
4.	Name and Qualifications of Partners/Proprietor				
		Name	Designation	Qualification	CoA Reg. No.
5	(a) Whether registered with the Registrar of Companies /Registrar of Firms. If so, mention number & date. (Also enclose copy of Partnership Deed Registration/ Articles and Memorandum of Association)				
(b)	If empanelled with other organizations such as Govt. /Semi-Govt undertakings, etc. (attach copy of registration, if any)				
6.	Name of the Bankers.	Name of the bank:			
		Name of the branch:			
		Phone Nos:			
		Contact person phone no.			
7.	Satisfactory evidence to indicate financial capacity	Fin. Year	Turnover in lakh	Profit	
		2022-23			
		2021-22			
		2020-21			
Please enclose Certified copies of last 3 years Balance Sheet, Profit & loss A/C, IT Return be submitted.					

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8.	Registration with Tax Authorities			
	Income-tax (PAN) No.			
	GST No.			
	EPF Reg No.(if applicable)			
	ESI Reg. No. (if applicable)			
9.	No. of years of experience in the Architectural field. (Min. 05 Years)			
10.	Whether ISO certified? Furnish details.			
11.	Details of works executed in last 5 years (as per Proforma I & II attached)			
12.	Details of important major works in hand as per Proforma III & IV attached)			
13.	Whether any Civil suit / Litigation arisen in the projects executed during last 05 years/ being executed now. If yes, please furnish details			
14.	Key personnel employed: (as per Proforma V attached) (Detailed CVs 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 Maharashtra Gramin Bank. If yes, please elaborate.			
17.	Please give reference with address and telephone no. of 2 persons for whom you have executed works of Amportance 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 & address/ location	Short description of work	Name & address of Owner / Consultant	Value of work executed	Stipulated time of completion	Actual time of completion	Copy of work order / completion certificate from client
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							

Signature of the Applicant

PROFORMA-II**PARTICULARS OF MAJOR WORKS EXECUTED FOR CLIENTS (INSTITUTIONAL)**

Sr. No.	Name of work/ Project executed & address/ location	Short description of work	Name & address of Owner / Consultant	Value of work executed	Stipulated time of completion	Actual time of completion	Copy of work order / completion certificate from client
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							

Signature of the Applicant

PROFORMA-III**PARTICULARS OF MAJOR WORKS IN HAND FOR CLIENTS (RESIDENTIAL)**

Sr. No.	Name of work/ Project executed & address/ location	Short description of work	Name & address of Owner / Consultant	Value of work executed	Stipulated time of completion	Copy of work order / certificate from client
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
6						

Signature of the Applicant

PROFORMA-IV**PARTICULARS OF MAJOR WORKS IN HAND FOR CLIENTS (INSTITUTIONAL)**

Sr. No.	Name of work/ Project executed & address/ location	Short description of work	Name & address of Owner / Consultant	Value of work executed	Stipulated time of completion	Copy of work order / certificate from client
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
6						

Signature of the Applicant

PROFORMA-V**KEY PERSONNEL PERMANENTLY EMPLOYED**

Sr. No.	Name	Designation	Qualification	Experience	Years with the firm	Any other information
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
6						

Signature of the Applicant

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

PROFORMA-VI**Details of Infrastructure in Office**

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

Note: Information has to be filled up in this format

DECLARATION

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

Signature
Name & designation
Seal of organization.

Place:

Date:

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

1. Application/Bid forms can be downloaded from bank's website under tender section from 09.01.2024 to 30.01.2024.
2. Last date of submission of Bids 30.01.2024 up to 02.00 p.m. (except Holidays & Sundays)
3. Date of opening of Technical/Financial Bid 30.01.2024 at 3.30 p.m. (Subject to availability of Tender Committee members)
4. The interested parties can download the Application Form from our website: www.mahagramin.co.in . No hardcopy will be issued by Bank in any case.
5. Application to be submitted at: Maharashtra Gramin Bank, GAD Dept., Head Office, Chhatrapati Sambhajinagar (e-Aurangabad) 431010.
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, BOQ's, Estimation & Tendering, Preparation of agreement to be executed with contractors and executing the same, MEP Engineering Services, Structural Engineering Services, Landscape Design Services, obtaining completion certificate from local authority etc) as mentioned in application form.

TERMS OF PAYMENT:

7. Total amount of fees will be as per the bills paid to the Civil/Plumbing/Electrical contractors only.
8. Total fees quoted will be for rendering combined of Architectural cum Consultancy.
9. Bills will be paid against progressive bills of the contractor as per schedule.
10. 5% will be paid after defect liability period of various contractors or after rectifying the defects whichever is later.
11. Balance 5% will be paid after 24 months or attending the CTEs observations if any from time to time till its final disposal and award of arbitration, if any whichever is later.

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

Sr. No.	Activities	% of total accepted amount fees
	STAGE-1	
1	Submission of preliminary sketch design & block estimates and getting approval from Bank	10% of estimated cost or Rs. 1,00,000/- whichever is less.
2	Surveying land to establish levels	
3	Preparation & submission of required detailed drawings to Municipal Corporation and obtaining permission/NOC/Sanction for building plans from Municipal Corporation and other various local authorities like Fire Deptt, Road widening Deptt. Garden Deptt, Lift Deptt. MSEB etc.	
4	Preparation of 3D views and model of the approved plan	
	STAGE-II	
5	Preparing tender documents, calling tender, finalization of contractors, executing agreement with contractors	20% of estimated cost or Rs. 2,00,000/- whichever is less.
6	Preparation of working drawings for execution of project	
	STAGE-III	
7	Revision in working drawings if any.	40% of total fee payable against progressive bills of the contractor
8	Day to day supervision of the construction work up to completion, testing materials/ samples & certifying bills	
	STAGE-IV	
9	Getting all necessary clearance from all statutory/local authorities during course of construction	20%
10	Obtaining completion certificate	
11	Submission of required sets of "as built/completion" drawings along with original tracing & CDs to Bank	
	STAGE-V	
12	Defect liability period or rectifying defects by contractor whichever is later	5%
	STAGE-VI	
13	Attending CTE's observations if any from time to time till its final disposal and award of arbitration, if any or 24 months from the date of settlement of final bills of contractors, whichever is later	5%
	Total of all stages	100% of the total fee payable

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

* 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.

Format for Advertisement in News Paper:

MAHARASHTRA GRAMIN BANK
Head Office. Chhatrapati Sambhajinagar (e-Aurangabad)-431010.

RFP-SELECTION OF ARCHITECT CUM CONSULTANT

Maharashtra Gramin Bank intends to float a RFP for selection of an Architect cum Consultant to provide Comprehensive services in architectural, liasioning, structural, electrical, plumbing, fire fighting, landscaping etc. for the proposed construction of building at Plot No. 39, Gut No.33 (Part), Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO, Chhatrapati Sambhajinagar (e-Aurangabad)- 431 010.

Interested architectural firms can download application form & Tender documents from our website: www.mahagramin.in under Tender Section.

Cost of application form is Rs. 1180/- (Rupees One Thousand One Hundred Eighty Only & non refundable) and EMD Rs. 10000/- (Rupees Ten Thousand Only) both shall be paid in the form of Demand Draft/Pay order in favour of Maharashtra Gramin Bank, Payable at Chhatrapati Sambhajinagar (e-Aurangabad).

Last date of submitting of application is 30.01.2024 up to 2.00 p.m. at Head Office, Chhatrapati Sambhajinagar (e-Aurangabad)-431010.

Date:

Sd/-
General Manager(Admin),
Maharashtra Gramin Bank.

ARTICLES OF AGREEMENT

BETWEEN

Maharashtra Gramin Bank

AND

**FOR PROVIDING
ARCHITECTURAL AND CONSULTANCY SERVICES FOR THE PROPOSED
CONSTRUCTION OF
BUILDING AT CHHATRAPATI SAMBHAJINAGAR (E-AURANGABAD).**

TENDER NO. 02/2023-24



THIS ARTICLES OF AGREEMENT is made at Chhatrapati Sambhajnagar (e-Aurangabad) on _____ day of _____ 20

BETWEEN

MAHARASHTRA GRAMIN BANK a Bank constituted by the Regional Rural Bank Act 1976 and having its Head Office at Plot No. 42, Gut No.33 (Part), Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO, Chhatrapati Sambhajnagar (e-Aurangabad)- 431 010 hereinafter called the "Bank" (which expression shall include its successors and assigns) of the One Part.

AND

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

(Hereinafter Bank and the Consultants are hereinafter jointly referred to as "Parties" and individually as "Party", as the context may require)

WHEREAS the bank had intended to develop a new construction of the following works:

PROPOSED CONSTRUCTION of building at Plot No. 39, Gut No.33 (Part), Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO, Chhatrapati Sambhajnagar (e-Aurangabad)- 431 010 for the Bank, (hereinafter referred to as "**the Project**") on a plot of land at Chhatrapati Sambhajnagar (e-Aurangabad), hereinafter referred to as "**the Site**" and for the said purpose Bank had invited applications from eligible Architects cum Consultants vide RFP No. ----- Dated -----.

AND WHEREAS the Architect cum Consultant is a reputed firm with long experience in providing professional services.

The Bank on the said application of the consultant has agreed to assign the work as contemplated under RFP above mentioned to the Architect cum Consultant on the terms and conditions as mentioned hereinafter

AND WHEREAS, the Architect cum Consultant have agreed to provide to the bank all professional services, on the terms and conditions hereinafter mentioned, for the preparation of the plans of the project and supervision over their implementation by the Contractor to be selected for this purpose by the bank.

AND WHEREAS the bank agree to pay the Architect cum Consultant as remuneration for the professional services to be rendered in relation to the project and in particular for the services hereinafter mentioned, fees stipulated in paragraph 4 hereof (hereinafter called "**the fees**").

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

1. SCOPE OF ARCHITECTURAL SERVICES:

The Architect cum Consultant shall provide services in respect of the following works:

1.1 Combined Architectural , Consultancy, Liasioning & day to day supervision work.

2. SCHEDULE OF ARCHITECTURAL SERVICES:

The Architect cum Consultant shall, after taking instructions from the bank, render the following services

- 2.1 Prepare conceptual design with reference to requirements given and prepare approximate estimate of cost of cubic measurements or on area basis.
- 2.2 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.
- 2.3 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.
- 2.4 Prepare working drawings, specifications, of cost along with measurements, rate analysis and schedule of quantities.
- 2.5 Prepare a short list of contractors, together with appropriate justification.
- 2.6 Prepare working drawings including large scale and full size details, detailed specifications and schedule of quantities sufficient to invite tenders.
- 2.7 Prepare and submit complete working drawings and details sufficient to commence the work at the site and for the proper execution during construction.
- 2.8 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.
- 2.9 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 may come 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:

3.1 Finalization and award of contracts.

- 3.1.1 Preparation of tender documents, Minimum Qualifying Criteria and the tender notice to be published in the newspaper.
- 3.1.2 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.

3.2 Project Supervision

- 3.2.1 Day to day supervision of all ongoing construction 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.

3.2.2 Day to day supervision

- 3.2.2.1 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.
- 3.2.2.2 Electrical work-With in buildings and external electrical work.
- 3.2.2.3 Drainage and Plumbing work- Inclusive of ESR & GSR, construction work.
- 3.2.2.4 Sewage treatment and Water treatment works.
- 3.2.2.5 Landscaping work of gardens, pathways etc.

3.2.3 Quality Control

- 3.2.3.1 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.
- 3.2.3.2 To arrange the cube tests of concrete for all RCC work.
- 3.2.3.3 To arrange the testing of bricks, sand, metal and other materials as per the requirement.
- 3.2.3.4 To monitor the laboratory at site for various tests (Laboratory will be provided and maintained by contractor)
- 3.2.3.5 Witnessing the cube tests and other field tests and monitoring results registers at site.
- 3.2.3.6 To check the mix design for concrete works submitted by the contractor.

3.2.4 Measurement and Bill Certification

- 3.2.4.1 To take joint measurements along with contractor.

3.3 Certification of Works

- 3.3.1 To check running account bills submitted by the contractors and certification of the same for payment by the bank.
- 3.3.2 To check final bills submitted by the contractor and certification of the same for payment by the bank.
- 3.3.3 To issue virtual completion certificates to various contractors.
- 3.3.4 Advise the Bank on Settlement of claims made by the Contractors.

3.4 Monitoring Time Schedule

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

3.5 Coordination work

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

3.6 Project Completion

- 3.6.1 Conduct and inspect trial runs, before opening to public use.
- 3.6.2 Organise warranties from all vendors.
- 3.6.3 Assist the bank in obtaining all post construction approvals.

3.7 Staff Deployment at site

The Clerk of the works will be Architect cum Consultant' representative on the site. Architect will deploy adequate number of staff in the office of the clerk of the works and at site, as required for the successful completion of the project, with minimum one Resident Engineer at Site, as overall In-charge of the project, having qualification BE (Civil) or DCE and having sufficient experience.

4 FEES:

The total fees 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 installments at different stages, as follows.

Sr. No.	Activities	% of total accepted amount fees
STAGE-1		
1	Submission of preliminary sketch design & block estimates and getting approval from Bank	10% of estimated cost or Rs. 1,00,000/- whichever is less.
2	Surveying land to establish levels	
3	Preparation & submission of required detailed drawings to Municipal Corporation and obtaining permission/NOC/Sanction for building plans from Municipal Corporation and other various local authorities like Fire Deptt, Road widening Deptt. Garden Deptt, Lift Deptt. MSEB etc.	
4	Preparation of 3D views and model of the approved plan	
STAGE-II		
5	Preparing tender documents, calling tender, finalization of contractors, executing agreement with contractors	20% of estimated cost or Rs. 2,00,000/- whichever is less.
6	Preparation of working drawings for execution of project	
STAGE-III		
7	Revision in working drawings if any.	40% of total fee payable against progressive bills of the contractor
8	Day to day supervision of the construction work up to completion, testing materials/ samples & certifying bills	
STAGE-IV		
9	Getting all necessary clearance from all statutory/local authorities during course of construction	20%
10	Obtaining completion certificate	
11	Submission of required sets of "as built/completion" drawings along with original tracing & CDs to Bank	
STAGE-V		
12	Defect liability period or rectifying defects by contractor whichever is later	5%
STAGE-VI		
13	Attending CTE's observations if any from time to time till its final disposal and award of arbitration, if any or 24 months from the date of settlement of final bills of contractors, whichever is later	5%
	Total of all stages	100% of the total fee payable

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

* 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.

6 EFFECTING PAYMENT TO THE CONSULTANT

- 6.1 The payment to the consultant during various stages shall be as follows:
- At STAGE-I- On estimated cost of the project.
 - At STAGE-II- On contract value of the contractor.
 - At STAGE-III - On cost of the project defined in clause 6.06 below.
- 6.2 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.
- 6.3 Income tax shall be deducted at source from the bills of the Architect cum Consultant at the prevailing rate.
- 6.4 GST shall paid extra, as applicable.
- 6.5 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.
- 6.6 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.
- 6.7 In case only a part of the project is continued beyond any stage, the deductions for payment made against earlier stages shall only be in respect of proportionate cost of the said part of the project.
- 6.8 **REIMBURSEMENT OF EXPENSES-** No additional expenses will be paid to the Architect or any of its staff other than fee payable under preceding clauses. The fee shall be including all the expenses to complete the project architectural services. Consultant's actual expenses towards the return car/taxi fare and hotel room accommodation in case of overnight stay, for visit made by the Architect cum Consultant and their professional staff to the site or such other place as may be necessary in connection with the execution of work and in connection with performance of duties shall be borne by Architect referred to in this agreement.

7. 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.

8. RESPONSIBILITIES OF THE BANK:

The following shall be the responsibilities of the bank:

- 8.1 Provide detailed requirements of the project.
- 8.2 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.
- 8.3 Pay the fees of the Architect cum Consultant within one month of submission of bills.

9 PROJECT COORDINATION COMMITTEE:

- 9.1 A Project Coordination Committee, consisting of representatives of the Bank, project engineers of the Contractor and representatives of the consultant may, if necessary, be constituted.
- 9.2 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.
- 9.3 Ensure coordination with the contractor, other contracting agencies and local authorities etc.
- 9.4 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.
- 9.5 To work for amicable conciliation in the event of disputes arising between the Contractors engaged in the project and Bank
- 9.6 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.

10 EXECUTION OF THE ASSIGNMENT:

- 10.1 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.
- 10.2 In the event of the Consultant's company or firm closing its business or unilaterally abandoning the project, The bank shall have the power to employ any other agency to complete the work at the risk and cost of the 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.
- 10.3 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.

- 10.4 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.
- 10.5 The Architect cum Consultant will advise the bank on the time and progress chart prepared by the Contractor for the completion of the work.
- 10.6 The Architect cum Consultant will advise the bank for appointment of Consultants (Structural, Water supply and Sanitation, Electrical, Landscape, Interior, etc.) at their costs. The Architect cum Consultant, however, shall be responsible for the direction and integration of the Architect cum Consultant' work.
- 10.7 The Architect cum Consultant shall assume full responsibility for the design and specifications for items described in the scope of work.
- 10.8 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.
- 10.9 On completion of project 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.
- 10.10 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.
- 10.11 The Architect cum Consultant shall not make any deviation, alteration or omission from the approved drawings, without prior consent of the bank.
- 10.12 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.
- 10.13 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.
- 10.14 No Change shall be made in the approved drawings and specifications at site without the consent of the Architect cum Consultant.
- 10.15 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.
- 10.16 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.

11 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.

12 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 Chhatrapati Sambhajnagar (e-Aurangabad). 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.

13 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.

14 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.

15 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.

16 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.

17 GOVERNING LAWS

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

18 Solicitation of Employees:

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

19 GENERAL

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

19.2 Agreement in addition:

The agreement shall be in addition to and without prejudice to the RFP dated 09.01.2024.

19.3 Binding Effect:

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

19.4 Counterparts:

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

19.5 Non-partnership:

The Parties enter into this Agreement on a principal-to-principal basis. Nothing in this Agreement shall be deemed to neither constitute a partnership between the

Parties nor otherwise entitle the either Party to have an authority to bind the other Party for any purpose of this Agreement.

19.6 Amendment:

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

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

19.7 Severability:

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

19.8 Interpretation:

In this Agreement, unless otherwise stated:

- (a) A reference to a clause or to an appendix is to a clause in or an appendix to this Agreement;
- (b) Words in the singular shall include the plural and vice versa;
- (c) The headings in this Agreement are for convenience only and are not intended to have any legal effect; and
- (d) Words denoting persons shall include body's corporate, unincorporated associations and partnership.

19.9 Waiver:

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

19.10 Entire Agreement:

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

19.11 Assignment:

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

19.12 Intellectual Property rights:

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

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

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

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

19.13 Use of Trademark, logo etc.

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

20 NOTICE:

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

- | | |
|--|---------------|
| 1. Bank | 2. Consultant |
| General Manager, | |
| Head Office, | |
| Maharashtra Gramin Bank, | |
| Chhatrapati Sambhajanagar (e-Aurangabad)431 010. | |

- 20.2 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;
- 20.3 The address for notice may be changed by either party by giving notice to the other party as provided herein.
- 20.4 Nothing in the aforesaid clause shall affect any communication given by way of the internet or other electronic medium as otherwise provided in this Agreement for the purpose of rendering the Services.

This agreement comprises of bid documents, all terms & conditions serial pages 1 to 55.

IN WITNESS WHEREOF, Shri. _____, General Manager, Maharashtra Gramin Bank, Head Office, Chhatrapati Sambhajanagar (e-Aurangabad) 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
Maharashtra Gramin Bank, Head Office,
Chhatrapati Sambhajanagar (e-Aurangabad)
by the hands of its **General Manager,**
Shri._____.

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

In presence of WITNESS:

In presence of WITNESS:

INTEGRITY PACT

Between

Maharashtra Gramin Bank 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 Selection of Architect for Architectural and consultancy services for the construction of proposed building of bank at Plot No. 39, Gut No.33 (Part), Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO, Chhatrapati Sambhajinagar (e-Aurangabad)- 431 010. 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.

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.

- b. 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.
- c. 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".
- d. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, are committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- e. 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.
- (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

2. Name : Umesh Vasant Dhatriak

Designation : Officer of Public Sector Unit (Rashtriya Chemicals & Fertilizers Unit)

E-Mail id : 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 / herto treat the information and documents of Bidders/ Contractors as confidential. He/ she reports to the Chairman, Maharashtra Gramin Bank.
- (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 Chairman, Maharashtra Gramin Bank and rescues 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 Chairman, Maharashtra Gramin Bank 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 Chairman, Maharashtra Gramin Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, Maharashtra Gramin Bank 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 Maharashtra Gramin Bank.

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. Chhatrapati Sambhajinagar (e-Aurangabad).
- (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:

TENDER NO. 02/2023-24



(Name & Address)

Witness 2:

(Name & Address)

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 Maharashtra Gramin Bank.

Sr. No.	Particulars of proposed projects	Nature of Services	Professional fees as % of cost of the project/work executed including out of pocket expenses.
1	Construction of building at Plot No. 39, Gut No.33 (Part), Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO, Chhatrapati Sambhajnagar (e-Aurangabad)-431 010	Architect cum Consultant to provide comprehensive design consultancy & Liaisoning services [Architectural Concepts + Detail structural Design, Liaisoning services with all local authorities relating to the construction, 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 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	_____ % In words _____ _____

Note: 1. GST will be paid extra as applicable.

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

TENDER NO. 02/2023-24



- 1 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.
- 2 Payment will be considered after completion of all the works mentioned in different stages
- 3 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
- 4 The professional fees quoted are exclusive of applicable taxes. (GST etc).
- 5 The quoted fees shall cover for all the activities as per scope of work mentioned in the tender(i.e. any Liaisoning expenses, Out of pocket expenses including conveyance charges towards site, payment of site Engineer)
- 6 In case, there is any discrepancy in the quoted fee in the figures & words, the fee quoted in words shall be considered as final
- 7 Bank will pay the applicable GST taxes.
- 8 I/We understand that the architect whose application/offer is finalized should execute the Agreement.
- 9 (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. EMD submitted by such debarred firms shall be returned in 15 days after awarding the work.

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

Signature of the Architect cum Consultant with seal

Date:

Place:

