



## **SHRI SAIBABA SANSTHAN TRUST, SHIRDI**



**APPLICATION FOR EMPANELMENT OF ARCHITECTS  
FOR PROVIDING ARCHITECTURAL SERVICES FOR  
VARIOUS CIVIL AND ALLIED WORKS TO BE CARRIED  
OUT FOR ITS BUILDINGS AND PREMISES FOR SHRI  
SAIBABA SANSTHAN TRUST, SHIRDI.**

**SHRI SAIBABA SANSTHAN TRUST, SHIRDI**

Shirdi, Tal- Rahata, Dist- Ahmednagar (MS)- 423109

Tel: 02423- 258500, 258726 Fax: 258870

E-mail: [construction@sai.org.in](mailto:construction@sai.org.in), Website: [www.sai.org.in](http://www.sai.org.in)

**NOTICE INVITING REQUEST FOR PROPOSALS (RFPs)**

**FOR EMPANELMENT OF ARCHITECTS**

Request for Proposals (RFPs) are invited from individual Architects / Architectural Firms fulfilling Pre-Qualification Criteria for empanelment of Architects for providing Architectural Services for Sansthan's various proposed projects.

1. The RFP document can be downloaded from the website: [www.sai.org.in](http://www.sai.org.in) and the proposal should be submitted in accordance with the RFP document.
2. RFP document download start date: 21/04/2022 from 11:00 am.
3. RFP document download end date: 26/04/2022 up to 05:00 pm
4. The last date for submission of Technical and Financial Bid Hard Copy with all the required information and enclosures: 26/04/2022 up to 05:00 pm.
5. Refer Detailed Notice published on our website [www.sai.org.in](http://www.sai.org.in) and RFP document for detailed scope of services, qualifying criteria etc.

Sansthan Administration reserves the right to reject any or all RFPs without assigning any reasons thereof.

**(Bhagyashree Banayat, IAS)**  
**Chief Executive Officer**  
**Shri Saibaba Sansthan Trust, Shirdi**

**NOTICE INVITING REQUEST FOR PROPOSALS**  
**FOR EMPANELMENT OF ARCHITECTS**

Shri Saibaba Sansthan Trust, Shirdi invites applications for empanelment of Architects for civil construction and allied works (Interior design, Mechanical, Electrical, Plumbing, landscaping, structural, Valuation etc.). Full details and format for submission of application forms can be downloaded from our website: [www.sai.org.in](http://www.sai.org.in). Duly completed applications in the prescribed format with required documents etc. should be submitted on or before due date 26/04/2022.

The eligibility criteria, terms and conditions, application format and other details /requirements are as under:

**(I) MINIMUM ELIGIBILITY CRITERIA:**

- a) Architect should be registered with council of Architect and should be member of Indian Institute of Architect.
- b) Applicants should have minimum 05 years' experience in having successfully completed one work of Minimum construction area 20,000 Sqft for Government/ Semi-Government/ PSUs/ PSBs/ Financial Institutions/ reputed MNCs during the last 5 years ending on 31.03.2022. The information must be supported with the copies of Work Order, Satisfactory Completion Certificate etc.
- c) The applicant should have inhouse team of minimum 15 employees including Engineers, Architects, Draftsman and Consultant for carrying out the services such as Interior design, Mechanical, Electrical, Plumbing, landscaping, structural, Valuation etc. In case the Architect proposes to sublet these activities, they should furnish the details of the Consultants having the above experience are to be furnished in "**Annexure – L**".
- d) The Applicant should have knowledge in constructing Green Building. Applicant should submit undertaking in this regard.
- e) Applicant should be based in the cities within approachable distance from Shirdi.
- f) The applicant should be member of Architect panel of PWD / Municipal Corporation / Municipality / Government/ Semi-Government departments.

**The application not meeting any of the above minimum eligibility criteria will summarily be rejected without further communication in this regard.**

**(II) GENERAL CONDITIONS:**

- (i) The applicant must submit sufficient documentary evidence/ work completion certificates etc. meeting the above-mentioned criteria from the Govt./Semi-Govt./PSUs/Sansthan s/Government Financial Institutions/reputed MNCs during last 5years ending on 31.03.2022
- (ii) The applicant should not have been disqualified / debarred / terminated on account of poor or unsatisfactory performance / blacklisted from any Government, Semi-government and PSU during last 7 years as on the date of publication of this notice. A suitable declaration to be submitted on the Letter Head of the Firm duly signed by the Authorized Signatory. The application of disqualified/ debarred/ blacklisted/ terminated agency on account of poor or unsatisfactory performance shall be summarily rejected.

- (iii) The Sansthan may choose to carry out physical inspection of works mentioned by the applicants in their application forms, in addition to calling for confidential reports from the respective employer /client /department to ascertain their capability and quality of works.
- (iv) The performance of all the empaneled Architects shall be reviewed by the Sansthan periodically and the Architects with unsatisfactory performance and also those who do not respond to **three consecutive tender enquiries without any valid reasons shall be removed from the panel without notice and no correspondence will be entertained in this regard.**
- (v) The applicant should have sufficient number of technical and administrative employees for proper execution of the contract.
- (vi) The applicant Architect shall be registered with Council of Architects (COA) and shall be a member of Indian Institute of Architects and shall have minimum experience, as prescribed above.
- (vii) Applicants shall read the enclosed draft agreement between Sansthan and Architect, Fee structure and sign every page of the agreement as token of acceptance and submit along with application.
- (viii) The applicant is required to furnish their PAN No, GST Registration details of firm etc. alongwith supporting documents.
- (ix) Preference will be given to those Architects who have history of timely completion of works/ projects taken up by them during the last 5 years (as on 31.03.2022). The Architects prone to delay the projects without valid reasons may be disqualified by the Sansthan within its sole discretion.
- (x) Applicant will have to submit valid e-mail ID, mobile no.
- (xi) The applicant shall agree to obtain the confidential report from their clients, to verify the work executed by them. The applicant shall make necessary arrangements for the same.
- (xii) The intending applicants are categorically advised to submit the empanelment documents strictly in the attached formats only. Any addition/ alteration to the application format shall lead to rejection of the application submitted by the Architect for the empanelment under this notice. The information required should be neatly filled/typed in **each and every columns and rows** of the Formats. **The applications received with “partly filled content” or not containing desired information in each and every columns/ points/ row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected without any intimation/ reference to the applicant and at the applicant’s risk and responsibility.**
- (xiii) **The applicants are categorically advised to refrain from mentioning the remark “AS PER ATTACHEMENT/ENCLOSURES” in their applications and annexures to avoid rejection of their applications.**
- (xiv) All the details must be incorporated in the application form downloaded from the Sansthan’s website. Incomplete applications / not fully filled will be rejected.

- III. The eligible and interested parties shall download prescribed application form and other details from website [www.sai.org.in](http://www.sai.org.in). The application in the prescribed format with all supporting documents in sealed envelope and superscribed as **'APPLICATION FOR EMPANELMENT OF ARCHITECTS FOR SHRI SAIBABA SANSTHAN TRUST, SHIRDI** shall be submitted at the office of Sansthan, before the due date and time for receipt of application.
- IV. The qualification criteria mentioned above is minimum. Thus, the empanelment of Architects shall be considered by the SANSTHAN purely on merits, performance of the Architect in timely execution of the project with quality, verification of their credentials / inspection of work for quality, infrastructure feedback / confidential reports of the firms/ applicant received from other employers etc. Hence, merely fulfilling the prescribed minimum prequalification criteria shall not entitle the Architect for their empanelment.
- V. The empanelment of Architects shall be considered on merits within the sole discretion of the Sansthan and cannot be claimed as right by the applicant and no correspondence shall be entertained in this regard.
- VI. Canvassing in any form including bringing influence from any person /agency /Officials /authorities shall lead to disqualification of the applicant.
- VII. The Sansthan reserves the right to accept or reject any or all the applications without assigning any reason thereof and no correspondence will be entertained in this regard.
- VIII. Any amendments/ corrigendum for empanelment of architects shall be published on Sansthan's website [www.sai.org.in](http://www.sai.org.in) only. Therefore, applicants are requested to visit Sansthan's website regarding modifications/ corrigendum issued in this regard.

(Bhagyashree Banayat, IAS)  
**CHIEF EXECUTIVE OFFICER**  
Shri Saibaba Sansthan Trust, Shirdi

## **APPLICATION FORM**

**(Please strike-off which is not applicable)**

APPLIED FOR EMPANELMENT OF ARCHITECTS,

1	a) Name of the Applicant / Firm / Organization	
	b) Full Postal Address of Firm (Enclose proof)	
	c) Contact Details  (i) Phone No.  (ii) Mobile No.  (iii) Fax No.  (iv) e-mail Id	..... ..... ..... .....
2	Year of Establishment of firm/ Company (Enclose certified copies of documents as an evidence – ENCLOSURE ‘A’)	
3	Constitution of Firm (Enclose certified copies of documents as an evidence – ENCLOSURE ‘B’)	Sole proprietorship/ Partnership /Private Ltd. / Public Ltd. / Any other (Please specify)
4	Name of the Proprietor/ Partners / Directors of the Organization / Firm with Qualification. (Enclose certified copies of documents as an evidence – ENCLOSURE ‘C’)	
5	Name/s of Authorized Signatory / Directors / Partners with Designation and Contact No.	
6	Mode of Authorization (Enclose certified copies of documents as an evidence – ENCLOSURE ‘D’)	Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify)
7	Details of Registration with Registrar of Companies/ Registrar of Firms. Whether Partnership Firm, Company, etc. Name of Registering Authority, Date and Registration Number. (Enclose certified copies of documents as an evidence – ENCLOSURE ‘E’)	

8	Whether registered/empaneled with Govt. /Semi Govt / CPWD/ Municipal Authorities or any other Public Organization and if so, in which category and since when? (Enclose certified copies of documents as an evidence – ENCLOSURE ‘F’) a. Name of Organization Category No. & Date of Registration b. Name of Organization Category No. & Date of Registration c. Name of Organization Category No. & Date of Registration	YES / NO
9	Number of years of experience in the field and details of work in any other field.	(Enclose certified copies of documents as an evidence – ENCLOSURE ‘G’)
10	Registration with Government Authorities: (Enclose certified copies of documents as an evidence – ENCLOSURE ‘H’) (i) Income Tax (PAN) No.  (ii) Goods & Service Tax (GST) No.	.....  .....
11	Labour License  ESI  EPF	..... (Enclose certified copies of documents as an evidence – ENCLOSURE ‘I’)
12	Whether last three years IT returns filed (Please enclose certified copies of the I T return of 2018-19, 2019-20, 2020–21 ENCLOSURE ‘I’)	
13	Details of major works executed & completed during last 5 years in Central Govt. /State Govt. /Financial Institutions/ PSUs.	Please fill up enclosed Annexure ‘J’ & enclose copies of work order and satisfactory completion certificates.
14	Details of major works under execution in Central Govt./ State Govt./Financial Institutions/ PSUs/reputed MNCs.	Please fill up enclosed Annexure ‘K’ & enclose copies of LOI /work order / agreement
15	Details of Key Personnel Permanently employed. (i) Technical Personnel (ii) Other Personnel	(ANNEXURE ‘L’)  ..... .....
16	Furnish the names of -3- responsible persons along with their designation, address, contact no., etc., from those organization for which you have completed the above-mentioned jobs and who will be in a position to certify about the quality as well as performance of your organization.	(ANNEXURE ‘M’)

17	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed of during the last seven years by an arbitrator. If so, the details of such litigation are required to be submitted.	(ANNEXURE 'N')
18	Copy of COA/ Indian Institute of Architects/ Electrical license /registered certificate for structural Engineer	

**DECLARATION:**

- 1) All the information furnished by me/us here above is correct to the best of my knowledge and belief.
- 2) I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexures.
- 3) I/We agree that the decision of SANSTHAN in selection of Architects for empanelment will be final and binding to me/ us.
- 4) I/We hereby confirm that our firm/agency/company has not been disqualified / debarred / blacklisted by any Governments, Semi-governments, PSUs, during last 7 year from the date of application.
- 5) I/We hereby confirm that all information, particulars, copies of certificates and testimonials submitted in connection with my/our empanelment are correct and genuine. I am / We are, therefore, liable to face appropriate actions as deemed fit by the SANSTHAN in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine. 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, the empanelment shall be cancelled at the discretion of the SANSTHAN.

**PLACE:**

**DATE:**

**NAME & DESIGNATION**



**ANNEXURE – J**

**LIST OF MAJOR WORKS EXECUTED AND COMPLETED IN CENTRAL GOVT./STATE GOVT./FINANCIAL INSTITUTIONS/PSUs/ REPUTED MNCs DURING LAST 5 YEARS (ENDING AS ON 31.12.2021)**

(Enclose supporting documents i.e. Work order, Proof of payment and Satisfactory Completion Certificate Obtained from theClients)

S. No.	Name of Work	Work executed for (Name of the Organization with Brief Address of Concerned Office & Contact No.)	Nature of Work	Location of the Work	Actual Value of the Work	Stipulated Date of Completion	Actual Date of Completion	In case of delay, time extension granted without LD (Yes/ No)	If Work Left Incomplete or Terminated (Furnish reasons)

*(Add separate sheet if required)*

Note:

1. Information has to be filled up specifically in this format.
2. For certificates, the issuing authority shall not be less than an Executive Engineer or AGM or Equivalent Rank.

Name of Authorized Signatory

**ANNEXURE – K**

**LIST OF MAJOR WORKS UNDER EXECUTION**  
**(Enclose Copies of Work Orders Issued by Clients)**

S. No.	Name of Work	Work being executed for (Name of the Organization with Brief Address of concerned office & Contact No.)	Nature of Work	Location of the Work	Actual Value of the Work	Date of Commencement	Scheduled Date of Completion	Likely Date of Completion	IF Work Left Incomplete or Terminate (Furnish reasons)

*(Add separate sheet if required)*

Note:

1. Information has to be filled up specifically in this format.

Name of Authorized Signatory

**ANNEXURE – L**

**DETAILS OF KEY PERSONNEL (PERMANENT EMPLOYEE). GIVING DETAILS ABOUT THEIR TECHNICAL QUALIFICATION & EXPERIENCE INCLUDING THEIR IN-HOUSE ESTABLISHMENT**

S. No.	Name	Qualification	Experience	Particulars of Work Done	Employed in Your Firm Since	Any Other Information

*(Add separate sheet if required)*

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.
3. The details of the consultants (In-house / External) shall be furnished in separate sheets.

Name of Authorized Signatory

**ANNEXURE – M**

**DETAILS OF THREE RESPONSIBLE CLIENTS / PERSONS TO WHOM THE MAJOR WORKS CARRIED OUT BY THE APPLICANT**

S. No.	Name of the Official	Organization & Address	Contact Numbers	E-mail ID

*(Add separate sheet if required)*

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

**ANNEXURE – N**

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS EXECUTED IN THE LASTSEVEN YEARS OR CURRENTLY UNDER EXECUTION**

Year	Awarded for or against Applicant	Name of Client	Cause of Litigation and Matter of Dispute	Disputed Amount	Actual Awarded Amount

*(Add separate sheet if required)*

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

**CHECK LIST**

*(Please tick whichever applicable)*

<b>SR. NO.</b>	<b>PARTICULARS</b>	<b>SUBMITTED (Y or N)</b>
1	Application Form (All pages filled in, signed and stamped)	
2	Enclosure A	
3	Enclosure B	
4	Enclosure C	
5	Enclosure D	
6	Enclosure E	
7	Enclosure F	
8	Enclosure G	
9	Enclosure I	
11	Annexure J	
12	Annexure K	
13	Annexure L	
14	Annexure M	
15	Annexure N	

Date :

Place :

### **DRAFT AGREEMENT FORMAT**

This agreement made on the .....day of.....2022 between Chief Executive Officer, Shri Saibaba Sansthan Trust, Shirdi (hereinafter called as the 'Trust') which expression shall include the successors and assigns) of the one part

and M/s. ....  
company / partnership for registered under the Indian Companies Act/ Partnership Act having its registered office at..... (hereinafter called 'the Architects' which expression shall include the present directors / partners and also the directors / partners from time to time as also their respective heirs, legal representatives, administrators and assigns) of the other part.

Whereas the Trust intends to construct/ renovate/ furnish its Office/ building/ premises etc. (hereinafter called the 'said works') and whereas the Architects have accepted the said appointment by their letter No.....dated.....Now, therefore, this agreement witness that the said M/s..... are hereby appointed as the Architects for construction of the said buildings above referred to on the following terms and conditions:

**1. Architect's Services:**

The Architects shall render the following services in connection with and in regard to the said works:

- (a) Taking the Trust's instructions, preparing sketch designs with alternative schemes (including carrying out necessary revisions till the sketch designs are finally approved by the Trust), making approximate project cost estimates i.e. block /preliminary estimate based on sqm area x rate per sqm and preparing reports on merits of the scheme, high lighting the points such as permissible FAR/FSI, likely type of foundation required, structural design provisions to be made, planning norms/ development rules of the local authorities from whom the plans have to be got cleared before commencement of work and how the same are met in the proposed layout permissible and recommended basement areas and purpose, adequacy of available water sources for drinking, flushing. A.C. adequacy of electric sources for lighting and Air-conditioning and other purposes, any alternative arrangements required to be made for water and electricity, type of drainage system, water storage and distribution arrangements, compound development, landscaping etc. and all incidentals and connected aspects thereto so asto enable The

Trust to take a decision on the sketch designs and scheme as a whole.

- (b) The architects shall arrange, if required, for preparing a surveyed site plan and for necessary soil investigations like trial bores, or test pits, load bearing test or other soil tests as may be required and submit their report to the Trust. The cost of survey of site and carrying out soil investigations, various tests shall be borne by the Trust.
- (c) After approval of the plans by the Trust, submitting the required drawings to the Municipal Council and or local authority. and obtaining its/their approvals.
- (d) After approval of the plans by the Municipal Council and / or local authority or any other authority empowered to approve under law / rules & regulations in force, preparing detailed architectural working drawings, making design calculations and drawings for foundation and other structural work of the building, making designs and drawings for normal sanitary, water supply and electrical services and also for any special installations like air-conditioning, sewage treatment plant, fire fighting, telephone, public address system, computer installations, interior decoration/ site preparation work etc. (as may be included / required by the Trust in the Architects services), meticulously working out technical specifications, bills of quantities and detailed cost estimates after briefing and discussing the amenities and finishes being proposed broadly with the Trust. While the Architects would be given full scope to make suggestions in the best interest of the said works, the Architects shall amend / change the same suitably if so desired by the Trust. The Architects shall be responsible for inclusion of each and every item of the works/specifications required for completion of the project and the correctness of the quantities so as to ensure that variations are not beyond 5% either side between the actual quantities and the estimated quantities in exceptional / rare cases. The Architects shall get all these detailed drawings and cost estimates approved by the Trust after making necessary changes/ amendment etc. if so, desired by the Trust.
- (e) Drawing up detailed tender documents for the various trades, complete with the Articles of the agreement, special conditions of contracts, specifications, drawings, schedules of quantities, lists of various tests to be conducted by the contractors or got done through laboratories for materials, works at site etc., theoretical / standard cement consumption for various items of works, various insurance covers required, time and progress charts and any other material necessary for completing the tender documents and getting them approved by The Trust.
- (f) Preparing select list of contractors i.e. short listing of contractors after scrutinizing the applications received in response to the press notice for pre-qualification of contractors and inspection of some of the works,



done by them with the approval of the Trust, inviting the tenders for various trades, preparing comparative statements and submitting the assessment reports and recommendations thereon to The Trust, assist the Trust to conduct negotiations with the contractors wherever necessary and after the Trust's decision on the tenders, preparing contract documents and getting those executed by the concerned contractors including programme of work within the stipulated time frame.

It is clearly understood that the Trust shall at its absolute discretion may involve services of any site Engineer/Project Management Consultants in force (herein after referred to as the PMC) for day to day supervision and ensuring that the said works are being executed as per the plans and designs and specifications prepared by the Architects and provided for in the contract agreement with the selected / appointed contractors for various disciplines of the said works, monitoring of the project, checking the materials / works, getting various tests for materials and works done, correct measurements of the works, initial scrutiny of the contractors bills at site and making the recommendations to the architects. The Trust will be involving the said PMC agency in the project right from the beginning of the project i.e. from the stages of soil exploration, prequalification of the contractors to remain fully associated with the project and day to day work.

The Architects shall not for whatsoever reason, object to the said appointment of the site Engineer/PMC by the Trust for monitoring of the project at site and assisting the Trust in scrutiny of the recommendations, reports, plans, estimates etc. received from the Architects with a view to the decisions in the matters at The Trust's end. It is expected that the Architects and the PMC / site Engineer, if any PMC is employed by the Trust, work jointly as a team in good spirit with a view to getting the said works completed in best possible manner and efficiently.

- (g) Preparing landscape drawings & planting of saplings
- (h) Preparing for the use of the Trust, the contractors, PMC/ and the Site Engineers (if any) appointed by the Trust, six copies of the contract documents of various trades including all drawings, specifications and other particular such further details and drawings as are necessary for the proper execution of the said works.
- (i) Assuming full responsibility of correctness of structural and foundation design and design for all services and installations and soundness of the construction according to the said designs and specifications.
- (j) Assuming full responsibility for the overall supervision and proper and

timely execution of the said works by all the contractors and sub-contractors, specialists, consultants, technical adviser etc. that may be engaged from time to time as defined in the conditions of engagement referred to clause 2 below by following up the matter closely, with the appointed site Engineer/PMC, if any PMC is appointed by the Trust and even with the contractors. Appointment of the site Engineer/PMC by the Trust and their presence at site and involvement in the work shall not absolve the Architects in any manner from those responsibilities. The role of the site Engineer/PMC will be as an Agent of the Trust employed for assisting the Trust for efficient execution of the project at Site. The Architects will have right to oversee, differ with the site Engineer/PMC's opinion in regard to the quality, measurement, rates of part/ substituted/ extra items etc. without affecting the Trust's interest. However, in the event of any dispute arising out due to difference between the opinion of the site Engineer/PMC and the Architects, the decision of the Trust shall be final and binding on the architects (and site Engineer/PMC as well).

Normally, the work rejected by the Site Engineer / PMC or the rates and /or quantities reduced by them shall not be disputed by the Architects. However, if they differ with the decisions of Site Engineer / PMC in this regard, they have right to make recommendations/ suggestions to the Trust for the Trust's consideration and pending the Trust's decision/s on such points, the Architects shall issue the interim payment certificates as recommended by the Site Engineer / PMC. On getting the Trust's decision on such points the Architects can give effect to the same as may be necessary in the Bills to follow thereafter. The Architect will have, however, a right to reject the works accepted by the Site Engineer / PMC if in their opinion they are not satisfied with the quality or execution of the same as expected by them but by clarifying the specific reasons in writing to do so to the Trust under a copy of the advice to the Site Engineer /PMC.

- (k) Test-checking or cross checking of measurements of works at site if and wherever felt necessary on receipt of the bills from the site duly scrutinized and verified from the said Site Engineer / PMC of the Trust (if appointed, otherwise detailed measurements to be checked by the Architects), checking the contractor's bills, issuing certificates for payment and passing and certifying accounts so as to enable the Trust to make payments to the contractors and making adjustments of all accounts between the contractors and the Trust. The Architects shall assume full responsibility of the entire project, the correctness of the detailed measurements, calculations and summing-up of net total under appropriate tender items and correctness of the payment certified by them. Time limit for verification and certification of bills by Architect shall be as under (failing which the Architect may be penalized)

- Running bill within 15 days
  - Final bill within one month
- (l) Submitting report to the Trust after verification the account of cement and other important materials as the Trust may specify and certifying the quantities utilized in the works.
  - (m) Obtaining final building completion certificate and securing permission of Municipal Council or other authority for occupation of the building and obtaining refund of deposits, if any, made by the Trust to the Municipal Council or other authority. The Architects shall be also fully responsible for obtaining all other NOCs like those of Fire, Aviation and another departments/ offices of Govt./ Semi Govt./ Public Bodies in connection with getting approvals to the plans, commencement of works, completion of works etc.
  - (n) 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 the Trust) pertaining to the project, the Architects shall, assist the Trust from time to time by drafting suitable replies in consultation with the legal advisers and protect the interest of the Trust.
  - (o) The Architects shall assist the Trust and shall send suitable reply to the Trust queries in shortest possible time.
  - (p) Any other service connected with the said works usually and normally rendered by Architects and not included in any of the items referred to above.

**2. Conditions of Engagement:**

- a) The Architects shall submit to the Trust the sketch plans, detailed plans, cost estimates, tender documents etc. within the period stipulated in the schedule hereto annexed.
- b) The Architects shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work being executed by the contractors under day to day supervision of the site Engineer/PMC/ Resident's Architect Engineer is in accordance with the architectural working drawings and the finishes etc. as provided for by them. In the event of their finding out/ observing any deviations there from, they shall immediately bring it to the notice of the site Engineer/PMC / Resident's Architect Engineer/Contractors at the site and write to the contractors for the same. All such letters addressed to the contractors by the architects shall be routed, without exception

through the PMC, if any site Engineer/PMC is engaged, so that if there is any point of difference or there is any genuine technical / administrative / contractual difficulty in following the architects' directions, the site Engineer/PMC can first talk to the architects and or to The Trust before the architects' letter/s reach to the contractors. Simultaneously, copies of all such correspondence with the PMC/ Contractors shall be sent to The Trust by the architects periodically.

Architects' overall responsibility will continue during the defect liability period to see that the PMC are persuaded to get the defects, if any, removed by the contractors and they shall give a "No Objection Certificate" at the end of the defect liability period to the contractors if any Site Engineer/PMC is appointed otherwise Architects will take the responsibility themselves. Employees of this the Trust shall be authorized to write to the architects, if they find any discrepancy in the drawings, specification or the architects' instructions or any drawings, details, clarifications required for speedy implementation of the works are pending from the architects' offices.

- (c) During the preliminary stage, the Architects shall visit the site, collect all the relevant data, take site particulars, ascertain local authority's building bye-laws, prevailing prices for building materials and labour wages etc. and forward the same to the Trust also. The architects shall arrange, if required, for preparing a surveyed site plan and for necessary soil investigations like trial bores, or test pits, load bearing test or other soil tests as may be required and submit their report to the Trust. The cost of survey of site and carrying out soil investigations, various tests shall be borne by the Trust.
- (d) The Architects shall co-ordinate all his activities during the detailed planning and tendering stage and in case any Site Engineer/ PMC and other consultants are separately appointed by the Trust, the architects shall prepare a comprehensive programme of work in consultation with the Site Engineer/ PMC and other consultants as also the contractors, and arrange to have the work completed in an expeditious manner and in accordance with the programme drawn up. For this purpose the Architects shall attend the weekly / fortnightly joint meetings of the Trust, the Architects, the Site Engineer / PMC, all the concerned consultant, contractors / sub-contractors and assist the Site Engineer/ PMC to prepare joint minutes of the discussion / instructions at such meetings with a view to co-ordinate the work of the various Site Engineer/PMC/ Resident Architect Engineer or contractors / sub-contractors and to avoid delays.

It is clarified that day to day supervision, programming of the works and coordination of various activities, quality control, measuring and

recording the actual quantity of work, their correctness, ensuring that the work is being executed as per tender specifications and drawings, pointing out of any discrepancy therein forthwith to the contractors after taking The Trust into confidence will be responsibility of the Architects and the Architects will oversee all these activities and follow up with the PMC or contractors, if any engaged by The Trust through their Resident Architect at site to ensure timely and quality work as provided in the agreement.

- (e) The Architects shall not make any deviation, alteration, omission from the approved design / plans without the written consent of The Trust. The Architects shall not also undertake, execute or carry out any variations or extra items of works. All variations and extra items, if required shall be referred to The Trust together with the reasons for making such deviations and by furnishing an analysis of the extra cost involved thereby. All orders given to the contractors by the Architects for any authorized deviations from the contract documents shall be in writing and variations orders incorporating the rates and quantities of extra work and omitted items of work in respect of all deviations shall be issued within a fortnight from the date of issue of instructions for deviations but after getting The Trust's approval within the same time. The Architects shall on no account permit the contractor to include cost of variations or extra items of work in the running bill or certify the payments for such variations or extra items till the rates therefore are accepted by The Trust. In case of any additions or variations are carried out without the prior approval of The Trust, The Trust shall not be liable to pay the contractors for such additions and variations and the Architects shall also not be entitled as a right to claim fees for such additional or deviated items of works.
- (f) In case any Site Engineer/ PMC is engaged by The Trust during the progress of work, the Architects' representative at site shall remain in daily touch with the said Site Engineer/ PMC and ascertain from them whether any excesses over sanctioned cost is anticipated and / or has already occurred. The Architects shall immediately report the same to The Trust with adequate justification for the same and obtain The Trust's approval thereto. Also, as and when required, the Architects shall also prepare a revised cost estimate for The Trust's approval with assistance from / in consultation with the said PMC.
- (g) The Architects shall engage (within the fees mentioned in clause 5 below) a qualified graduate Resident Architect/Engineer with not less than 5 years experience or a diploma holder with not less than 8 years experience for coordination and overall supervision on the site on day to day basis during the construction of the works.

- (h) The Architects shall, within the fees mentioned in clause 5 below, engage a qualified :-
- (i) Structural Consultants / Engineer (ii) Electrical Consultants / Engineers (iii) Sanitary and Plumbing / Public Health Consultants, Engineer and (iv) Consultants for special installations like air-conditioning, lifts, generators and fire fighting installations, landscaping, interior works etc. to assist them in their works. The remuneration, fees of Resident Architect and his required assistants / consultants / Engineers appointed under clauses (g) and (h) shall be paid by the Architects who shall also be responsible for all the work, actions, omissions, etc. of any such Resident Architect and his assistants / Consultants / Engineers.
- (i) The Architects are supposed to ensure that the disputed / rejected works and the works not sanctioned by The Trust are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of The Trust, the rates quoted by them are not more than the reasonable in case of partly done / substituted / extra items and not more than tendered rates in case of completed tender items, various recoveries / deductions from the bills are properly effected, other recoveries made up to the last running bill in case of each contractor by The Trust to minimize further corrections at The Trust's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by The Trust to the contractors. The Architects shall be responsible for the corrections of the individual measurement, calculations etc. The Architect should also satisfy themselves through their Resident Architect that there is no duplication of the measurements and recording of the work done is under proper tender items. In case any PMC is engaged by The Trust to avoid delays in verification on this account, the Resident Architect/ Engineer or his assistant at the site may remain associated with the Site Engineer/ PMC and the concerned contractors at the time of joint measurements to satisfy himself about what work is being measured and under that tender items.
- (j) The Architects shall pay an amount limited to 10% of the total payable fees to The Trust or adequate damages for losses caused to The Trust or delay on their part in carrying out the terms of this contract and the architects shall take all necessary precautions and perform all their duties before and during the progress of the work to bring about completion of the work as may be entrusted to them including determining claims of the contractors due to fault or delay caused by them or their staff, on which question the decision of The Trust, is final and binding on the Architects.
- (k) If the work of construction of any one or more of the civil engineering

works or other works therein be substantially interrupted by force majeure or by reasons of any orders in writing issued by The Trust stopping or suspending the work of construction on grounds other than bad / unsound work or installation and / or defective supervision or lack of it or by reason of any undue or unreasonable delay on the part of the TRUST in the matter of approving of the work done or in the matter of giving such sanction or instruction as may be necessary for the future progress of the work, the firm shall not be liable in any way for the consequent delay in the completion of such work.

- (l) Whenever the work is examined and if it brings to the notice of The Trust any defective or substandard work or any irregular / excessive payments the Architects shall take necessary action to get the defect rectified and / or 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 to the Architects for compliance. The Architects shall send suitable reply to the 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 The Trust) pertaining to this project, the Architects shall, assist The Trust from time by drafting suitable replies in consultation with the legal advisers and protect the interest of The Trust.
- (m) The Architects shall, on the completion of the work, supply to The Trust free of cost two copies of 1:100 (one hundredth) scale drawings (one of which shall be in tracing cloth), two complete sets of structural drawings and two sets of drawings sufficiently showing the main lines of water and drainage pipes, electrical installation and other essential services and also and inventory of all fittings and fixtures in the building. The Architects shall, if so required by The Trust, supply extra copies of all such drawings and the cost of such extra copies shall be reimbursed by The Trust to the Architects in addition to this the architect shall provide soft copies of drawings in AutoCAD format in pen drive or CD/DVD

### **3. Termination of Agreement**

- (a) The agreement herein in may be terminated at any time by either party by giving a written notice of two months to the other party. Even after the termination of their employment, the Architects shall remain liable and shall be responsible for the certification / approval of any bills submitted by the contractors at any time in respect of the work executed before the termination of the Architects appointment and consequences thereof on account of any excess / wrong payment, if any, certified / recommended by the Architects for payments to the contractors, are liable for the

payment of damages mentioned in paragraph 2 (j) herein above.

- (b) If the Architects close their business or the company, partnership firm stands dissolved due to provisions, if any, in partnership agreement of the firm in the event of death of one or more partners die or become incapacitated from acting as such Architects, then the Agreement shall stand terminated, subject to the clause 3(a) herein above.
- (c) (i) If the Architects fail to adhere to the time schedule stipulated in the schedule hereto annexure or the extended time which may be granted by The Trust in his sole discretion or
- (ii) In case there is any change in the constitution of the company / firm of the architects for any reason whatsoever, The Trust shall be entitled to terminate this agreement without giving notice and entrust the work to some other Architects.
- (d) In case of termination under sub-clause (a), (b) or (c) above, the Architects shall not be entitled to fees or compensation except the fees payable to them for the work actually done and as per the provisions in this agreement. In such cases the decision of The Trust as to what is the work actually done and what is the amount of the fees due to the Architects on the basis of actual work and as per the provision in this agreement shall be final and binding on the Architects.
- (e) In case of the termination under sub-clauses (a), (b) or (c) above, the Trust may make use of all or any drawings, estimates or other documents prepared by the Architects, after a reasonable payment for the services of the Architects for preparation of the same in full as provided herein.

#### **4. Transfer of Interests**

- (i) The Architects shall not assign, sublet or transfer their interest in this agreement, without the prior written consent of the Trust.
- (ii) Whether the firm is partnership firm or a company, no change in the constitution of such partnership or no change in the constitution of Board of Directors of the company shall be made without the prior approval of the TRUST.

#### **5. Scale of Charges**

- (a) (i) The Trust shall pay to the Architects as remuneration for the services to be rendered by the Architects in relation to the said works, and in particular for the services herein before mentioned, a fees calculated at the rate of .... percent (.....percent) the cost of the work as indicated in sub-clause (c) of this clause plus GST as applicable.
- (b) If The Trust appoints independent consultant/s for the work pertaining to special installations like air-conditioning, lifts, wet-risers etc., the



Architects shall not be paid any fees on the total value of such installations. Similarly no fee is payable on the cost of equipment's for air-conditioning, lifts, computers etc., supply of which is directly arranged by The Trust.

- (c) The Architects shall be paid fees referred to above in the manner laid down in clause 6 below, in respect of the preparation of plans, drawing up of estimates, specifications, pre-qualifications of contractors, calling of tenders etc. up to the stage the work is done by them on the value of works estimated by them initially or on the basis of approved tender for civil works. However, the Trust shall be entitled to adjustments subsequently on the basis of actual cost of executed works so that the total fee payable to the Architects does not exceed the aggregate of the percentages referred to in sub- clause(a) above on the value of the actual executed works including variations due to increase or decrease in the scope of the work authorized by the Trust. The Trust shall have the liberty to omit, postpone or not to execute any work and the Architects shall not be entitled to any compensation or damages for such omission, postponement, or non- execution of the work, except the fees which have become payable to them for the services actually rendered by them.

**Method of payment: -**

The Trust shall pay fees to the Architects in the stages as follows.

Stage	Description	Percentage of Fees Payable	Effecting Payment
1.	On signing of the contract awarding the Architectural work and on completion of initial work up to and including submitting NIT, Specification, BOQ and tender drawing etc. for inviting quotes from eligible contractors.	10% of the total fees	On Approved Estimated Cost
2.	On award of the works to the contractor finally selected for its execution.	20% of the total fees	On Approved Estimated Cost
3.	During construction-Prorate basis on certified works of the contractor.	50% of the total fees	On value of work done by the Contractor
4.	On completion of the works, after submission of final certificate of completion and certification of contractors final bill.	15% of the total fees	On value of work done by the Contractor
5.	On final completion of the project & closing of accounts including obtaining of occupation certificate from the concerned Local Development Authority / Fire authority / water connection authority / electrical connection authority / gas connection authority and / or any other authority / Board connected with the occupation of Building And After the	5% of the total fees	On value of work done by the Contractor

	Architect issue "No objection certificate" for the refund of contractor's retention money on expiry of Defects liability period of the various contractors		
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**7. Visit to the Site**

In addition to the stationed qualified Resident Architect /Engineer and one or two of his assistants as the Architects may consider necessary to support him, the Architects as stipulated by the Trust or their representatives shall visit the site at least once in a week and more frequently if so required and their consultants shall visit the site periodically and as frequently as works require and inspect and supervise the construction to ensure and satisfy themselves that the works are being executed as designed and planned by them and approved by the Trust and general quality of the work and finishes etc. are good. For the services of Resident Architect / Engineer and the assistants no charges shall be payable by the Trust apart from the scale of fees as agreed upon.

**8. Delays, Responsibility and Recoveries from fees**

- (a) If the construction work after appointment of the contractors get delayed and the appointed contractors disagree to bear liquidated damages levied for the same as per the provisions in the agreements between The Trust and the contractors on a ground that they did not receive detailed architectural / structural drawings and of any further clarifications from the architects, the architects shall be liable to make good the losses to The Trust to an extent of the amount of liquidated damages disagreed by the contractors. Similarly, if the works done as per the architects' earlier given architectural / structural drawings are required to be the altered / demolished because of mistakes at the architects / their consultants and the architects shall be liable to bear the cost of the work required to be so altered / removed (including removal / alteration cost) unless the contractors agree to forgo the cost of said work. In the event the Architects fail to discharge their duties diligently and delays are caused due to their negligence or if they do not cooperate and the work is not completed within the time frame, they shall be liable to make good the damages suffered by the Trust without prejudiced to the Trust's right to terminate the agreement and pay such fees, which is at discretion of the Trust, required to be paid at the time of termination.
- (b) In case any Site Engineer/ PMC or any consultant is engaged by the

Trust, the architects shall, closely follow up and keep the account of the progress made and arrange to solve the bottle necks, if any, and clarify the doubts / details, if any required by the Site Engineer/ PMC / contractors through their Resident Architect/ Engineer and his assistants at site. If necessary, they should write to the Site Engineer/ PMC under advice to the Trust about time lag in the works and suggest improvements / course of action for PMC's consideration. Similarly, if the Site Engineer/ PMC is engaged, they will be authorized to write to the architects about their requirements like drawings, details, clarifications, discrepancies etc. if any, at architects end.

- (c) It is agreed by the Trust and the Architects that the total recoveries / adjustments on account of delays / mistakes except in case of structural failure, at architects' end and any other account from the architects fees shall not exceed 15% of their total fees for the entire project including interior decoration work, foundation, compound development, landscaping etc. To protect their interest, the architects shall keep the matter on record and shall maintain file / register with the acknowledgements etc. for issue of drawings, clarifications / the Trust in writing. However, in the event of any damage / loss caused to the Trust on account of structural failure due to defective structural design by the Architects and / or their structural consultants, the Architects shall be liable to make good fully such damages / loss to the Trust without any upper limit.

## **9. Arbitration**

- (i) Any dispute and items of disagreement arising between the Architects and the Site Engineer / PMC shall be referred to the Chief Executive Officer and his decision on those matters will be final and binding on the Architects and Site Engineer / PMC as well.
- (II) If any dispute, difference, or question shall at any time arise between the Architects and the Trust as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that state in (i) above or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works, except in respect of the matters for which it is provided herein, that the decision of the Trust is final and binding, the same shall be referred to the Arbitration and final decision of the arbitrator to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, the decision of umpire arbitrator to be agreed upon by the two arbitrators.
- (III)(i) For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority i.e. the Chief Executive Officer, Shri Saibaba The

Trust Trust, Shirdi will send within thirty days of receipt by him of the written notice aforesaid to the Architects a panel of three names of persons who shall be presently unconnected with the organization, for which the works executed.

- (ii) The Architects shall on receipt by them of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority who shall thereupon without any delay appoint the said person as the sole Arbitrator. If the Architects fail to communicate such selective as provided above within the period Specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.
- (iii) If the Appointing Authority fails to send to the Architects the panel of three names as aforesaid within the period specified, the Architects shall send to the Appointing Authority a panel of three names who shall all be unconnected with either party. The Appointing Authority shall on receipt of the names of the aforesaid persons and select and appoint any one of the 3 persons as the sole Arbitrator within 30 days of receipt of the panel by appointing authority and inform the Architects accordingly. If the Appointing Authority fails to do so, the Architects shall be entitled to appoint one of the three persons from the panel as the sole Arbitrator and communicate the name of the sole arbitrator to the Appointing Authority.
- (iv) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.
- (v) The work under the contract shall, however, continue during the Arbitration proceedings. No payment due or payable to the Architects shall be with-held on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.
- (vi) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- (vii) The Arbitrator may from time to time, with the consent of the parties, enlarge the time formaking and publishing the award.
- (viii) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- (ix) The fees, if any, of the Arbitrator shall, if required to be paid before the

award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator, who may direct to and by whom and in what manner, such costs or any part hereof shall be paid, may fix or settle the amount of costs to be paid.

This agreement executed the day and year first written above.

In witness of this agreement, the parties hereto have subscribed their respective hands hereto and or a duplicate hereof on the day, month and the year herein above first mentioned.

Signed and delivered by within name

.....  
For THE TRUST

For ARCHITECTS

**CHIEF EXECUTIVE OFFICER**  
SHRI SAIBABA SANSTHAN TRUST,  
SHIRDI.

Authorized Signatory

**DATE :**

**PLACE :**

**WITNESS :**

**WITNESS :**

**SCHEDULE (REF. CLAUSE 1(a) & 2(f) OF THE AGREEMENT**

<b>Sr. No.</b>	<b>Particulars of service to be rendered</b>	<b>Scheduled period for the Service</b>
1.	Submission of sketch plan & preliminary estimates.	Within 4 (four) weeks from the date of receipt of instructions from Sansthan.
2.	Submission of Detailed drawings complete in all respect for the project for Approval by the local authority.	Within 2 (two) weeks from the date of receipt of Sansthan's approval of the sketch plans and preliminary estimates.
3.	Submission of Detailed structural & other drawings and estimates, complete in all respect for the project.	Within (4 four) weeks from the date of receipt of plan approved by the local authority.
4.	Submission of Drawings and Draft Tender documents complete in all respect.	Within 2 (two) weeks from the date of receipt of Sansthan's approval of Detailed estimates.
5.	Submission of Architect's report regarding evaluation of Bids.	Within 2 (two) weeks from the date of receipt of instructions from Sansthan.
6.	Submission of working drawings for Architectural/ Structural / Services etc.	Within a reasonable time making for the smooth running of the work.