



**E – REQUEST FOR PROPOSAL (E-RFP)
APPOINTMENT OF CONSULTANT
FOR
PROVIDING PEER REVIEW AND ALLIED CONSULTANCY SERVICES FOR
WORKS AND PROCUREMENT IN FIRE PROTECTION DOMAINS.**

**SHRI SAIBABA SANSTHAN TRUST,, SHIRDI
TAL. - RAHATA, DIST. - AHMEDNAGAR (MH) - 423109.**

Tel. (02423) 258500, 258981

Sansthan's Website - www.sai.org.in.

E-RFP Document Website - www.mahatenders.gov.in.

Sansthan E-mail Id – fire.safety@sai.org.in.

DISCLAIMER -

Shri Saibaba Sansthan Trust, Shirdi has prepared this document to give interested parties background information on the Project. The Sansthan have taken due care in the preparation of the information contained herein and believe it to be accurate and Sansthan or any of its authorities or agencies nor any of their respective officers, employees, or advisors gives any warranty or make any representation, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information in submitting an E-RFP. The information is provided on the basis that it is no binding on Sansthan or any of its authorities or any of their respective officers, employees, agents or advisors.

Shri Saibaba Sansthan Trust, Shirdi reserves the right not to proceed with the Project / Work or to change the configuration of the Project / Work or to alter the timetable reflected in this document or to change the process or procedure to be applied. Sansthan also reserves the right to decline to discuss the matter further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities expressing interest.

DETAILED NOTICE INVITING E-RFP

E-RFP is invited from reputed and experienced consultants for the following work at Shirdi.

1)	Name of Work:	APPOINTMENT OF CONSULTANT FOR PROVIDING PEER REVIEW AND ALLIED CONSULTANCY SERVICES FOR WORKS AND PROCUREMENT IN FIRE PROTECTION DOMAINS. for Shri Saibaba Sansthan Trust, Shirdi.
2)	E-RFP Form Fee:	Rs.5,100/- through online payment on www.mahatenders.gov.in . (Non-Refundable).
3)	Bid Security (EMD):	Rs.85,000/- through online payment on www.mahatenders.gov.in .
4)	E-RFP document is available on the website:	www.mahatenders.gov.in .
5)	Building :	All premises of Shri saibaba Sansthan Trust Shirdi

SCHEDULE

Sr.No.	Activity	Date & Time
1)	E-RFP document publish date:	19/12/2023 at 10:00 Hrs.
2)	E-RFP document download start date:	19/12/2023 from 11:00 Hrs.
3)	E-RFP document download end date:	05/01/2024 upto 17:00 Hrs.
4)	Pre Bid Meeting date:	22/12/2023 at 11:00 Hrs (Shirdi).
5)	E-RFP submission start date:	23/12/2023 from 17:00 Hrs.
6)	E-RFP submission end date:	05/01/2024 upto 17:00 Hrs.
7)	Technical bid opening date:	09/01/2024 at 11:00 Hrs. (If Possible).
8)	Commercial bid opening date:	12/01/2024 at 11:00 Hrs (If Possible).
9)	The details of the documents to be submitted through technical bid are mentioned in E-RFP document.	

Shri Saibaba Sansthan Trust, Shirdi reserves the right to reject any or all proposals Without assigning any reasons therefor.

Signed by

P Siva Shankar

Date: 11-12-2023 12:23:08
(P. Siva Sankar, IAS)

Chief Executive Officer,
Shri Saibaba Sansthan Trust, Shirdi.

E-Request for proposal

1. Background -

Shri Saibaba Sansthan Trust, Shirdi a religious and charitable public trust re-constituted under the *Shri Saibaba Sansthan Trust (Shirdi) Act* (Maharashtra Act No. XIV of 2004) having its office at P.O. Shirdi, Tal- Rahata, Dist. Ahmednagar, Maharashtra- 423109, hereinafter referred to as 'the Sansthan'.

The Sansthan is desirous to appoint the competent consultants for providing Consultancy Services for peer review, and allied consultancy services for works and procurement in Fire protection domains for all buildings of Sansthan. The priority for execution of work will be finalized after appointment of Consultant. The approximate cost of the work will be near about Rs.4 - 4.5 Crores. The said cost may differ after the preparation of detailed survey report, Detailed Project Report, Cost estimates, tenders, survey, checking of work etc.

The E-RFP is invited from eligible Consultants firms for offering their full fledged Comprehensive Services for the aforesaid work in Shirdi, Tal.- Rahata, Dist.- Ahmednagar.

The E-RFP document containing the prescribed scope of work, qualification criteria etc. can be downloaded from the website: www.mahatenders.gov.in.

2. E-RFP Processing Fee -

A non-refundable processing fee for Rs.5,100/- Including GST (Five Thousand One hundred Rupees only) shall be submitted through online on www.mahatenders.gov.in in favor of "Chief Executive Officer", has to be submitted along with the E-RFP response. Bids received without or with inadequate E-RFP processing fees shall be liable to get rejected.

3. Bid Security -

A bid security (refundable) of Rs.85,000/- (Eighty Five thousand only) shall be submitted through online on www.mahatenders.gov.in in favor of "Chief Executive Officer", has to be submitted along with the E-RFP response. Bids received without or with inadequate E-RFP Bid Security shall be liable to get rejected.

In case of non-selection, the bid security amount will be refunded to the bidders. Bid securities of successful organizations will be retained till acceptance of LOE / LOI. After receiving of acceptance of LOE / LOI the bid security amount will be returned to the unsuccessful bidders.

4. Pre bid Meeting & Query -

The pre-bid meeting is arranged at Shirdi as per the date prescribed in detailed notice above. Any query regarding the E-RFP if any, shall be submitted to Shri Saibaba Sansthan Trust, Shirdi through the mail or by hand at the time of pre-bid. The pre-bid query response will be submitted at the earliest before last date of submission of E-RFP. No pre-bid query will be entertained after the last date for submission of pre-bid query or after pre-bid meeting.

5. Pre-qualification Criteria (Eligibility Criteria) -

Following will be the minimum pre-qualification criteria. Each eligible consultant / organization/ Agency should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be evaluated.

Minimum Eligibility Criteria for Expert Organization / Agency are as under:

- I. Eligibility Criteria: The bidder should have firm / Company / under Indian Law/ International Law (attach registration certificate).
- II. The firm shall have technical, academic and financial capabilities as below.
 - a) Experience: The firm / agency should have minimum 7 year experience in development of works as specified in the definition of Similar Works. (Work order/ Experience / completion certificate should be attached). Only completed works will be considered for experience.
 - b) Experience of having successfully completed single work of similar nature during the last 05 years for the amounting not less than Rs.10 lakhs ending on the last day of the month previous to the one shall be considered.

Similar work herein would mean work of conceptualizing, designing and execution of a fire fighting unit for Government organizations/ Semi-Government organizations/PSU/ Municipal Corporation or Local Government or Private work.
 - c) Financial: The organization / agency should have:-
 1. Pan & GST registration (certificate should be attached).
 2. Annual average turnover at least 25 lakhs in last 3 years (FY 2020-21, 2021-22, 2022-23) (Annual turnover certificate copy need to be enclosed)
 3. The bidder should have positive net worth as on 31st March 2023.
- III. Consortium & Joint venture is not allowed.
- IV. The bidder / firm should submit undertaking that it is not barred / not blacklisted by any Client including State / Central Govt. Department/ PSU's.
- V. The bidder / firm should submit his Arbitration / litigation record. If the firm has no such record, they should submit an undertaking accordingly.
- VI. Shri Saibaba Sansthan Trust, Shirdi reserves the right to reject any or all proposals without assigning any reasons therefor.

(The above mentioned document copies should be scanned & uploaded online).

(P. Siva Sankar, IAS)
Chief Executive Officer,
Shri Saibaba Sansthan Trust, Shirdi.

DEFINITIONS -

“Applicant” means a reputed Indian firm having the requisite experience who has downloaded the E-RFP document from the website of Shri Saibaba Sansthan Trust, Shirdi and applied for the same.

“Application” means the E-RFP submitted by an Applicant interested in the Project in the prescribed formant.

“Sansthan / Client / Owner” means Shri Saibaba Sansthan Trust, Shirdi.

“E-RFP” means E- request for proposal

Scope of work -

The Consultant shall, after taking instructions from Owners, render the following services :

- 1) Solve queries related in Shri Saibaba Sansthan fire audit & C.I.S.F Fire audit report.
- 2) Designing, Techno commercial bidding.
- 3) Fire protection system, Mechanical, piping with BOQ.
- 4) Detailed designing of firefighting system(P&ID, Drawing) as per code (NFPA, IS, NBC,TAC).
- 5) Piping design or firefighting & sprinkler systems (wetsystem, Dry system, foam system) as per standards & codes IS, NBC2005,TAC)Preparation of CAD drawings.
- 6) Furnish a site evaluation and analysis report with basic approach to circulation, activity distribution and interaction and external linkages.
- 7) Prepare conceptual design with reference to requirements given and prepare cost estimates along with all measurements.
- 8) Modify the conceptual design incorporating required changes and prepare preliminary drawings and designs and study model for the Sansthan approval, along with revised estimates of cost.
- 9) Prepare drawings which shall commensurate with the building bye-laws and development control rules in force for the location of site. Submission to statutory bodies for sanction and liaison for the approval of such drawings.
- 10) Prepare working drawings, tenders, specifications and schedule of quantities sufficient to prepare estimates of cost.
- 11) Prepare a short list of contractors, together with appropriate justification.
- 12) Prepare working drawings including large scale and full size details, detailed specifications and schedule of quantities sufficient to invite tenders.
- 13) Prepare and submit complete working drawings and details sufficient to commence the work at the site and for the proper execution during construction.
- 14) Visit the site of work regularly and provide periodic supervision as and when necessary to clarify and to take decisions on interpretation of the drawings and specifications that may be necessary and attend conferences and meetings fixed well in advance to ensure that the project proceeds generally in accordance with conditions of contract.
- 15) Monitor with the help of Sansthan the performance of the contractor by (a) checking quality of works being executed, (b) checking time and workflow charts prepared by the contractor and apprising the owner on the progress of the work on regular basis and (c) checking measurements and quality of works executed, certifying bills of the contractor.
- 16) On completion of the work, the Consultants will prepare and submit two sets of "as built" drawings (one set on reproduction prints) of the buildings and services.
- 17) Testing & commissioning of fire protection system.
- 18) Design of conventional & addressable fire alarm system.
- 19) Attend the technical meeting along with contractor.
- 20) Specifying the products and their make in the list of consultant.
- 21) Preparation of Fire audit report, Other works regarding Fire & Safety Department, Contractors Bill Certification, Issuance of work completion certificate.
- 22) The rate quoted will remain same for three years from the date of work order.
- 23) Consultant should visit on site on every half month and if necessary in between by call from sansthan.

Evaluation of Proposals:

The marking will be done for proposals qualified in eligibility criteria (Pre-qualification criteria) by evaluation committee of Shri Saibaba Sansthan Trust, Shirdi.

S.No.	Parameters	Marking Criteria	Max. Marks (Nos.)
1	Organizational Existence: Organization/ Individual having minimum 7 years of existence / experience.	Existence: Till 7 years - 0 Marks. Above 7 years for every year - 1 Mark up to maximum 5 Marks.	5 Marks
2	Experience: Projects experience as detailed out in the definition of similar works.	Upto 1 project – 5 Marks and for every additional project – 5 Marks each up to the maximum of 20 Marks.	20 Marks
3		Experience as a lead consultant in similar project(s) costing more than 1 Crore but less than 10 Crore 1 work - 5 marks 2 work - 10 marks	10 Mark
4	Turnover	Annual average turnover in last 3 years (2020-21, 2021-22, 2022-23) upto 25 lakhs - 5 Marks. 25 lakhs to 50 lakhs - 7 Marks. More than 50 lakhs - 10 Marks.	10 Marks
5	Net worth	Net worth as on 31 March 23 equal to more than Rs.15 lakhs	5 Marks
6	Presentation	Detailed presentation must include, but not limited to :- <ul style="list-style-type: none">• Company profile & details of any specialized expertise & capabilities for executing the ;• Approach & Methodology• Concept & Idea• Technology to be used for the show• Details on the safety standards to be followed, to ensure absolutely no damage to the property of the public• Team Composition	50 Marks

Note: Minimum Qualifying Marks – 70 Marks.

Note:-Relevant documents like Completion Certificates / Experience Certificate / Audited Balance Sheet/ Registration Certificate should be attached as proof of parameters mentioned in Evaluation Criteria. If supporting document /proof is not attached for any of the criteria, zero marks will be provided for that criteria. The attached documents should be self-attested.

- The Agency is required to score minimum **70 technical points** (technical marks + presentation) to qualify for opening of financial proposal.
- The ratio of weight towards quality (technical bid) and cost (financial bid) shall be **80:20**.
- The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM / F$$

(F = amount of Financial Proposal quoted by other Bidder other than the lowest Financial Proposal (FM)).

- Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively

- The Bidder which scores highest aggregate marks (H1), after adding the scores for the technical and financial evaluation, will be awarded the contract for organizing the event.

The Trust will notify the selected firm / Bidder in writing by registered letter, e-mail etc. After finalization of detailed scope of work, terms & conditions, schedule, and professional fee for the services, the firm selected will be required to enter into a contract agreement with the Shri Saibaba Sansthan Trust Shirdi to provide the envisaged services described in the Scope of work.

6. Conflict of Interest -

Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Organization / Agency (Bidder) to inform Shri Saibaba Sansthan Trust, Shirdi. Detailing the conflict in writing as an attachment to this E-RFP.

The Chief Executive Officer, Shri Saibaba Sansthan Trust, Shirdi will be the final arbiter in cases of potential conflicts of interest. Failure to notify Shri Saibaba Sansthan Trust, Shirdi of any potential conflict of interest will invalidate any verbal or written agreement.

A Conflict of Interest is where a person who is involved in the procurement has or may be perceived to have a personal interest in ensuring that a particular Bidder is successful. Actual and potential conflicts of interest must be declared by a person involved in a Bid process.

Letter of Award -

Organization / agency selected will be issued LOA / LOI (Letter of award) by Shri Saibaba Sansthan Trust, Shirdi. Acceptance of LOA / LOI has to be submitted to Shri Saibaba Sansthan Trust, Shirdi with assigned copy of LOA / LOI.

1. Documents to Accompany the Proposal

PART – A (Technical Proposal)

The bidder must submit the following particulars / documents along with the technical proposal failing which the proposal may be treated as non-responsive:

- (a) The bidder shall submit their Company Registration Certificate, Photocopy of PAN Card, and GST Registration.
- (b) Format 1 – (E-RFP) E – Request for Proposal
- (c) Format 2 - Organization details
- (d) Format 3 - Organization's Experience related to work as per definition of similar projects.
- (e) Format 4 - Balance Sheets and Income Statements duly certified by Chartered Accountant indicating the Annual Turnover for the mentioned years.
- (f) Format 5 – Blacklisting and Arbitration / Litigation Documents.
- (g) All pages of the tender document shall be signed by the authorized signatory who generally signs the bids.
- (h) All the technical documents as per pre – qualification criteria shall be submitted online on www.mahatenders.gov.in.

PART – B (Financial Proposal)

The bidder must submit the Financial Proposal as per format provided in Format through online on www.mahatenders.gov.in.

Note:

- The opening of the Financial Proposal shall be made after evaluation of technical proposal and as per the scheduled dates which shall be intimated by SSST to the eligible bidders.
- Bidders are advised to prepare their documents with proper sequence and indexing without which the bid shall be considered non-responsive.

GENERAL TERMS & CONDITIONS –

1. SCHEDULE OF SERVICES:

- 1.01 Furnish a site evaluation and analysis report with basic approach to working and interaction and external linkages.
- 1.02 Furnish preliminary report on environmental impact of the Project and finalise it after discussion with the Trust, clearly outlining the measures required for mitigating any adverse impact.
- 1.03 Prepare conceptual designs with reference to requirements given and prepare approximate cost estimate.
- 1.04 Modify the conceptual designs incorporating required changes and prepare preliminary drawings and designs and study models for the approval of Trust, along with revised estimates of cost.
- 1.05 Prepare a shortlist of contractors, together with appropriate justification.
- 1.06 Approve samples of various elements and components.
- 1.07 Check and approve shop drawings submitted by the contractor / vendors.
- 1.08 Prepare and issue working drawings including large scale and full size details, detailed specifications and schedule of quantities sufficient to invite tenders.
- 1.09 Certify the R. A. / Final bills submitted by the Contractor for approval of Client / Trust.
- 1.10 Prepare the Excess / Savings statement of the project with its reasons and submit for approval of Client / Trust.
- 1.11 Issue Certificate of Completion of works.
- 1.12 Visit the Site of work regularly and provide periodic supervision as and when necessary to clarify and to take decisions on interpretation of the drawings and specifications that may be necessary and attend conferences and meetings as and when required by the Trust and to ensure that the project proceeds generally in accordance with conditions of contract.
- 1.13 Monitor with the help of Site Engineer(s) the performance of the contractor by (a) checking quality of works being executed, (b) checking time and work flow charts prepared by the Contractor and apprising the Trust / Client on the progress of the Work on regular basis and (c) checking measurements and quality of works executed in relation to quantities in estimates and verifying and certifying bills of the contractor.
- 1.14 On completion of the work, the Architect will prepare and submit 2 sets of “AS BUILT” drawings along with a soft copy in PDF and AutoCAD format, of the buildings and services and final certificate of completion of the project.
- 1.15 Preparation of Pre-qualification documents, evaluation of contractors and recommending short listed contractors.
- 1.16 Evaluations of tenders submitted by the contractors and guide the Trust for selection of the appropriate contractor for award of the work.

- 1.17 Ensure periodic visits and review by Consultant, at every stage and as and when required.
- 1.18 Depute one Engineer full time at the Site for supervision, bill certification of the Contractor, quantity surveying and monitor quality and progress of work as per specifications and take corrective action, if required.

2. PROFESSIONAL FEE :

- 2.01 In consideration of the professional services rendered by the Consultant, he shall be paid professional fee in accordance with the Scale of Charges.
- 2.02 Any tax levied by law, such as GST etc. contingent to professional services rendered by the Architect, shall be payable by the Client, over and above the gross fees charged by the Architect in relation to the services provided.

3. MODE OF PAYMENT:

Total fees payable to the Consultant for the services rendered as above shall be as per the final bid submitted + GST extra as applicable.

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

Stage	Description	% age of total amount of fees payable
I	On signing of the contract awarding the Architectural work (i.e. for completion of initial work so far).	3 %
II	On submitting NIT, Specifications, BOQ, Tender document and Tender drawings etc for inviting bids from eligible contractors and on release of all Working and RCC drawings.	7 %
III	On award of the works to the Contractor finally selected for its execution.	5 %
IV	On Commencement of Construction of Work.	5 %
V	During Construction - Prorata basis on certified works of the contractor.	60 %
VI	On completion of the works, after submission of final certificate of completion and certification of Contractor's final bill.	20 %

GST will be paid extra as applicable.

4. EFFECTING PAYMENT TO THE ARCHITECT / CONSULTANT:

4.01 Payment to the ARCHITECT during various stages shall be as follows:-

- A. At Stage - 1 & 2 - On estimated cost of the project.
- B. At Stage - 3 & 4 - On tendered cost of the contractor.
- C. At Stage - 5 & 6 - Progressively on the cost of the project executed.

5. SCHEDULE OF DELIVERABLES:

The Schedule of deliverables shall be as under. The deliverables shall be inclusive of but not limited to the following.

Stage	Description
I	i) Site Evaluation and Analysis Report. ii) Environmental Impact Analysis Report. iii) Presentation Drawings, Block Estimate, Salient Details, Brief.
II	i) Drawings - Layout, Floor Plans, Sections, Elevations. ii) Tender Stage Drawings. iii) Detailed Estimate. iv) Bill of Quantities and Tender documents.
III & IV	i) Good for fire Working Drawings for Civil, Architectural, and all other services as per scope of work. ii) Progress Reports including site visit reports. iii) Checking and Certification of Contractor's Bills.
V	i) As Built Drawings. ii) Checking and Certification of Contractor's Final Bill. iii) Final Completion Certificate.

6. TRUST RESPONSIBILITIES:

The following shall be the responsibilities of the Trust:

- 6.01 Provide detailed requirements of the project.
- 6.02 The Trust will furnish schedule of rates, codes of practice and other documents as prescribed by the Public Works Department of Maharashtra State, which is required to be followed by the Architect / Consultant.
- 6.03 Pay the fees of the Consultant within 03 weeks from submission of bills as per the Agreement after due scrutiny.
- 6.04 The Trust will take note of the observations made by the Consultant on his inspections and visits and ensure the correction of deficiencies in the work pointed out by him.
- 6.05 Trust will prepare, on the advice of the Consultant, invite tenders, prepare a short list of approved qualified contractors as per tender and select the contractors for the project in consultation with the Consultant.

7. PROJECT COORDINATING COMMITTEE:

- 7.01 A Project Coordinating Committee, consisting of representatives of the Trust, the Contractor and the Consultant may, if necessary, be constituted.
- 7.02 The project Coordinating Committee, if constituted, shall discuss the drawings and documents submitted by the Consultant and give decisions promptly to avoid unreasonable delay in the progress of the Architect's / Consultant's work.

8. EXECUTION OF THE ASSIGNMENT:

- 8.01 All the stages of work shall be completed by the Consultant pursuant to the necessary approval being given by the Trust according to the time schedule mutually agreed upon. The works throughout the stipulated period of contract will be carried out with diligence, time being the essence of the contract.
- 8.02 In the event of the Consultant's company or firm closing its business or unilaterally abandoning the project, the Trust shall have the power to employ any other agency to complete the work at the risk and cost of the Consultant, and the Trust would be entitled to claim from the Consultant any extra cost incurred by the Trust for completing the work and the cost so incurred would be deducted from the amounts due to the Consultant under this agreement. In the event of a shortfall in the amount recoverable after deducting the amount due to the Consultant, the Trust shall be entitled to claim the same from the Consultant.
- 8.03 In the event of the failure on the part of the Consultant to complete its work or of the Trust to give approval and/or make payments as specified herein within the time specified 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 rescind this agreement by giving 30 days written notice, without prejudice to its rights to claim damages or remedies available in law.
- 8.04 The Consultant shall prepare drawings, designs, specifications and estimate of costs, of the executing agency as per requirement, in the absence of a rate in the aforesaid schedule of rate, the same shall be arrived at by actual analysis.
- 8.05 The Consultant will advise the Trust on the time and progress chart prepared by the contractor for the completion of the work.
- 8.06 The Consultant will appoint other required Consultant's at their costs and keep the Trust apprised of such appointments. The Consultant, however, shall be responsible for the direction and integration of the Consultants work. Consultants shall be solely responsible for the competency and the detailed design and supervision of the work attributed to them.
- 8.07 The Consultant shall assume full responsibility for the design and specifications for items described in the scope of work.
- 8.08 The Consultant shall supply to the Trust, free of cost, 04 sets of final drawings at stage one (1) of the agreement and 04 sets of all drawings, specifications and other particulars. (Any extra sets if required by the Trust shall be paid for an actual cost basis).

- 8.09 The Consultant shall advise the Trust regarding the work under execution, during visits to the site and submit periodic report on their observations, and the Trust shall take all reasonable steps for implementing the advice given to the Trust by the him.
- 8.10 The Consultant shall not make any deviation, alteration or omission from the drawings approved by the Trust, without prior consent of the Trust. Further shall not make any deviation, alterations or omission once the drawings are approved by statutory authority.
- 8.11 The 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 endeavour to guard the Trust against the defects and deficiencies in the work of the Contractor.
- 8.12 The Consultant shall make necessary revisions as may be required by Trust in the drawings and other documents submitted by them at the draft stage.
- 8.13 The drawings, specifications and documents as instruments of service shall be the property of the Trust, whether the project for which they are made is executed or not.
- 8.14 The Trust shall be at liberty to postpone or not to execute any work and the Consultant shall not be entitled to any compensation for non-execution of the work except the fees which are payable to the Consultant upto the stage of services rendered.
- 8.15 If the drawings, designs, estimates prepared by the Consultant or their other Consultants are not submitted as per time schedule or if they fail to visit the site as per schedule required or for progress reviews, the Trust will regard this as negligence towards this assignment. For each such instance of negligence, the Trust may deduct an amount of Rs.10,000/- from the Consultants fees, giving the reasons for such deduction. If such negligence is repeated for 5 or more times, the Trust will have the right to terminate the entire Contract and pay the fees only up to the part of the work done by the Consultant and their associate consultants.

9. INDEMNIFICATION :

The Consultant shall defend, indemnify and hold harmless the Trust, its Officers, Trustees, Employees and other affiliates, from and against any and all damages, costs, liability and expenses whatsoever (including attorneys fees and related disbursements) incurred by reason of

- (a) any failure by the Consultant to perform any covenant or agreement of the Consultant set forth herein;
- (b) Injury to or death of any person or any damage to or loss of property which is due to the negligence and /or willful acts of the Consultant or
- (c) any breach by the Consultant of any representation, warranty, covenant or agreement under this Agreement. The Trust shall have the right to offset against any fees due to the Consultant under this agreement, the amount of any indemnity to

which the Trust is entitled for any damage, cost, liability, expense, fee or other disbursement, incurred by the Trust.

10. CONFLICT OF INTEREST:

- a) Applicants shall not have a conflict of interest. All applicants found to have a conflict of interest as mentioned below will be disqualified.
- b) The selected applicants shall not engage in activities that conflict with the interest of the client under the contract and shall be excluded from stream down supply of goods or construction or works of purchase of any asset or provision of any other service related to assignment other than a continuation of the services under the contract.
- c) The selected applicants shall not engage in any assignment that would be in conflict of interest with their current obligations to the same or other clients.
- d) The selected applicants (including their personnel, agents and/ or sub consultants) that have a business or family relationship with such members of the Sansthan staff who are directly or indirectly involved in the project will not be awarded the contract.

11. CORRUPT OR FRAUDULENT PRACTICES:

Shri Saibaba Sansthan Trust, Shirdi requires that applicants under this contract observe the highest standard of ethics during the period of work. In pursuance of this polity, Sansthan defines for the purpose of these provisions, the terms set forth below as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public, and
- b) "Fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of Employer, and includes collusive practice among Applicants / Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- c) Will reject a proposal for award of work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- d) Will declare a Applicant / Bidder ineligible either indefinitely or for a stated period of time, to be awarded a contract / contracts, if it at any time determines that the Applicant / Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

12. AMENDMENT OF E-RFP DOCUMENT:

At any time prior to the deadline for submission of applications, The Sansthan either on its own or on request of the applicant may amend the E-RFP document by issuing addenda.

An addendum issued under the sub clause shall be part of the E-RFP document and shall be posted at the website of Sansthan.

To give Applicants reasonable time to take an addendum into account in preparing their applications, Sansthan may at its discretion, extend the deadline for the submission of applications.

13. LANGUAGE OF APPLICATION:

The language of the application as well as the supporting documents shall be in English.

14. FILLING OF APPLICATION FORMS:

All information called for in the minimum qualifying criteria should be furnished.

The applicants are cautioned that not giving complete information or not giving it in clear terms or making any change or deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by telegram or telex and those received late will not be entertained.

The applicant may furnish any additional information, which is deemed necessary to establish capability to successfully complete the envisaged project. Superfluous information need not be furnished and no information shall be entertained after submission of E-RFP document unless specifically called for.

Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render the firm liable to be debarred from taking up the Consultancy Services.

The applicant should submit a checklist along with the application.

15. DEADLINE AND ADDRESS FOR SUBMISSION OF TECHNICAL DOCUMENTS:

Technical / Commercial bids shall be submitted online on www.mahatenders.gov.in.

Sansthan may at its discretion, extend the deadline for the submission of Applications, in which case all rights and obligations of Sansthan and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

16. FEES:

1. The bidder shall submit his financial proposal separately online in BOQ / Schedule of quantities, indicating fees for providing consultancy services as a percentage amount of cost of work, for which consultancy services are to be provided.
2. The bidder shall quote his fees, in the following format.

S.No.	Particulars	Percentage(%)
01	Providing Consultancy Services for Works and procurement in fire protection domains.	

3. The fees should be inclusive of all i.e. cost of personnel, travel, accommodation, administrative, incidental, out of pocket expenses, consultants etc.
4. Schedule of fees shall be suggested by the bidder and the same will be finalized with modifications desired by the Sansthan.
5. GST tax will be paid extra at actual as per Govt. rates.
6. The fees will be paid after deduction of applicable taxes.
7. The financial proposal shall be valid for a period of 90 days from the date of submission of proposal and thereafter subject to confirmation in writing.

17. CLARIFICATIONS:

- a) The applicants shall be evaluated on the basis of supporting documents submitted by them. Sansthan shall not be under any obligation to seek any further information or clarifications.
- b) Without prejudice to Clause above, in order to assist in the evolution of applications may, at Sansthan its sole discretion, ask any Applicant for any clarification on its Application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- c) If an applicant does not provide clarifications requested by the date and time set in Sansthan's request for clarifications, its Application is liable to be rejected.
- d) It is clarified that applicants shall not be required to submit on their own, additional information or material subsequent to the date of submission and such material if submitted shall be disregarded. It is therefore essential to ensure that all questions are answered fully on the proforma or otherwise. The pages of the E-RFP document and annexure and additional information if any submitted shall be numbered sequentially and signed. General responses such as "included in brochure" without specific item reference may be avoided.

18. RESPONSIVENESS OF APPLICANTS:

An application, which does not meet all the requirements of the E-RFP document, shall be rejected forthwith.

Applicants should note that this E-RFP enquiry and Questionnaires is intended to provide preliminary information. The information contained herein shall not in anyway be construed as binding on Sansthan its agents, successors or assignees.

Applicants are advised that selection of consultants for this Project shall be entirely at the discretion of Sansthan. Applicants shall be deemed to have understood and agreed that no explanation or justification of any aspect of the E-RFP process shall be given either by Sansthan and that the result of the E-RFP process shall be without any right of appeal to the Applicants whatsoever.

All documents and other information submitted by an Applicant to Sansthan shall become the property for Sansthan; Applicants are to treat all information as strictly confidential. Sansthan will not return any E-RFP document submitted to it by the applicants.

Sansthan shall notify successful Applicants after evaluation. It will not entertain any query or clarification from Applicants(s) who are not short listed in the E-RFP process.

19. WITHDRAWAL OF APPLICATIONS:

No modification or substitution of the submitted application shall be allowed. An Applicant may withdraw its application after submission, provided that written notice of the withdrawal is received by Sansthan before the due date for submission of applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions.

The withdrawal notice shall be prepared in Original only and each page of the notice shall be signed and stamped by authorized signatories. The copy of the notice shall be duly marked "WITHDRAWAL".

20. RIGHT TO ACCEPT / REJECT ANY OR ALL APPLICATIONS:

Shri Saibaba Sansthan Trust reserves the right to accept any or reject any or all applications and to annul the qualifications process at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reasons.

21. VALIDITY OF APPLICATIONS:

Application shall be valid for a period of 120 days from the last date of submission of Applications.

Shri Saibaba Sansthan Trust retains the right that in exceptional circumstances at its own discretion, it may ask the applicants to extend the validity of their applications for a specified period. The applicant not submitting the letter or extension of the validity period at that time shall not be further considered.

22. JURISDICTION :

In case of any dispute between the parties, the jurisdiction shall vest at Rahata court only. Except the territorial jurisdiction of Shirdi prescribed by law, no other court is having jurisdiction over the matter. All legal claims should be within the jurisdiction of Rahata and Kopargaon Court.

23. TERMINATION:

The Chief Executive Officer, Shri Saibaba Sansthan Trust, Shirdi, if at any stage, on the basis of performance and compliance of terms and conditions of the contract by the consultant, finds that the appointed consultant has not performed

satisfactorily, or if in his view, the consultant has failed to safeguard the interest of Sansthan. The Sansthan may terminate the consultant, after due consideration.

Shri Saibaba Sansthan Trust, Shirdi reserves the right to terminate the Consultancy Services in case if it is observed that no proper services are rendered by Consultant as per mentioned in the Scope of Consultancy Services.

Shri Saibaba Sansthan Trust, Shirdi also reserves the right to accept or reject any or all applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reasons therefor.

Sansthan shall have the right to offset against any fees due consultant under this agreement, the amount of any indemnity to which the company is entitled for any damage, cost, liability, expense, fee or other disbursement, incurred by the company.

Shri Saibaba Sansthan Trust, Shirdi reserves the right to reject any or all proposals without assigning any reasons therefor.

(P Siva Sankar, IAS)
Chief Executive Officer,
Shri Saibaba Sansthan Trust, Shirdi.

FORMAT -1

APPLICANT'S EXPRESSION OF INTEREST

To,

.....
.....

Sub: Selection of Consultant for Providing consultancy services for Fire protection Domains for Shri Saibaba sansthan Trust Shirdi.

Dear Sir,

We hereby propose to provide services for "Selection of Consultants for providing consultancy services for Fire protections Domains as outlined in your bidding document.

We have understood the instructions and the terms and conditions mentioned in the Bid Documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required. We hereby confirm our acceptance and compliance to the provisions and terms & conditions contained in the Bid Documents.

Our proposal shall remain valid for acceptance for four months (120 Days) from the last date of submission of the offer.

We further confirm that any deviation to the clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication whatsoever to Trust, failing which the Bid Security may be forfeited.

We certify that all the information provided in our bid, including the information regarding the team members, are true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with Trust for a period of maximum 05 years from the date of such disqualification.

Yours truly,

Signature-

Name-

Designation-

Address-

Email Id-

Stamp –

Format–2

Organization Details

1. Name of the Organization:
2. Legal status of the organization (Company/ Society/ Trust) enclosed copy of by-laws:
3. Registration Number (Enclose copy):
4. Date of registration:
5. GSTIN No. (Enclose copy):
6. PAN No.(Enclose copy):
7. Address of Head Office:
8. Address of Communication Office:
9. Details of EMD & E-RFP :
10. Name, Designation and Contact details of Authorized person:
11. Financial Capability of the organization (Enclose CA Certificate & Audited Balance sheet need to be furnished).

Format 3

Organization's Experience related to work as per definition of similar projects.

Sr. No.	Name of the Project	Name of place where the assignment	Date of award of work	Date of Completion of work	Value of work executed	Brief scope of work you have carried out
1						
2						
3						
4						

Note:- Please enclose the signed copies of supporting documents (i.e. work order / Purchase order/ completion certificate, cost of the work etc.) for each work mentioned above.

Signature of the applicant

Full name of applicant

Stamp & Date

FORMAT 4

FINANCIAL DETAILS OF BIDDER

Name of the Bidder:

Sr. No.	Particulars	FY2020-21	FY2021-22	FY2022-23
1.	Turnover (in INR)			
2.	Average Annual Turnover for last 3 years (in INR)			
3.	Net Worth as on 31 st March 2023			

Note: The above data must be submitted by Bidder, duly certified by either Statutory Auditor or Chartered Accountant.

FORMAT-5

Non-Blacklisting Certificate

This is to certify that we..... (Name of the Agency) registered under the..... (Name of the Act) vide registration no..... do hereby declare and confirm that we have neither been black-listed nor bankrupt by a Ministry / Department / Board / Corporation / Any other entity of the Central of State Government or by any quasi-government or any Public Sector Undertaking or any bank or any other entity till date.

Authorized Person's Signature.

Name and Designation:

Date of Signature: