



SHREE 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 SHREE
SAIBABA SANSTHAN TRUST, SHIRDI.

SHREE SAIBABA SANSTHAN TRUST, SHIRDI

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

Tel: 02423- 258500, 258726 Fax: 258870

E-mail: construction@sai.org.in, Website: 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 e-RFP document can be downloaded from the website: www.sai.org.in and the proposal should be submitted in accordance with the RFP document.
2. The cost of the RFP document: Rs. 2,000/- (non-refundable) should be deposited through DD in the name of Hon. Chief Executive Officer, Shri Saibaba Sansthan Trust, Shirdi.
3. RFP document download start date: 30/06/2025 from 11:00 am.
4. RFP document download end date: 12/07/2025 up to 05:00 pm
5. The last date for submission of Technical and Financial Bid Hard Copy with all the required information and enclosures: 14/07/2025 up to 05:00 pm.
6. Refer Detailed Notice and RFP document published on our website www.sai.org.in for detailed scope of services, qualifying criteria etc.

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

(Goraksha Gadilkar, IAS)
Chief Executive Officer
Shree Saibaba Sansthan Trust, Shirdi

NOTICE INVITING REQUEST FOR PROPOSALS
FOR EMPANELMENT OF ARCHITECTS

Shree 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.) in following three group.

- Group A1-Architects Panel for works up to Rs.10 Crores
- Group A2- Architects Panel for works from Rs.10 Crores upto Rs. 50 Crores
- Group A3- Architects Panel for works Above Rs.50 Crores

Full details and format for submission of application forms can be downloaded from our website: www.sai.org.in. Duly completed applications in the prescribed format with required documents etc. should be submitted on or before due date 14/07/2025.

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.
- b) Applicants should have experience in having successfully completed similar works of value as prescribed in table for Government/ Semi-Government/ PSUs/ PSBS/ Financial Institutions/ reputed MNCs during the last 5 years ending on 31.03.2025. The information must be supported with the copies of Work Order, Satisfactory Completion Certificate etc.

SR. No.	Trade	Category	Eligibility Limit (Amount in Rupees)	Similar Work Executed/ Completed During Last 5 Years ending on 31.03.2025.	Experience of Firm
01	Architect (Civil construction & maintenance, Interior projects, composite works,	A1	Up to Rs 10 Crores	Two project costing Rs.10 Crore or Three projects costing Rs. 5 Crore each	Minimum 5 Years
02	Electrical, Air-conditioning, Networking, CCTV, fire alarm & fighting system, landscaping, plumbing. Structural, valuation etc.)	A2	From Rs.10 Crores upto Rs.50 Crores	Two project costing Rs.20 Crores or Three projects costing Rs. 10 Crores each	Minimum 5 Years
03		A3	Above 50 Crores	Two project costing Rs.100 Crores or Three projects costing Rs. 50 Crores each	Minimum 5 Years

- c) The applicant should preferably have inhouse team of Consultants/ Engineers for carrying out the services such as Electrical, Air-conditioning, Networking, CCTV, fire alarm & fighting system, landscaping, plumbing, 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 not have been disqualified / debarred / terminated on account of poor or unsatisfactory performance / blacklisted from any Government, Semi-government and PSU during last 5 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 not meeting any of the above minimum eligibility criteria will summarily be rejected without further communication in this regard.

(II) GENERAL CONDITIONS:

1. 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 31.03.2025.
2. The application of disqualified/ debarred/ blacklisted/ terminated agency on account of poor or unsatisfactory performance shall be summarily rejected.
3. 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.
4. 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.**
5. The applicant should have sufficient number of technical and administrative employees for proper execution of the contract.
6. 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.
7. The **cost of the RFP document: Rs. 2,000/- (non-refundable)** should be deposited through DD in the name of Chief Executive Officer, Shri Saibaba Sansthan Trust, Shirdi along with the technical bid documents.
8. The applicant is required to furnish their PAN No, GST Registration details of firm etc. alongwith supporting documents.
9. 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 31.03.2025). The Architects prone to delay the projects without valid reasons may be disqualified by the Sansthan within its sole discretion.
10. Applicant will have to submit valid e-mail ID, mobile no.
11. 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.
12. 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.**

13. **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.**
 14. 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. The application in the prescribed format with all supporting documents in sealed envelope and superscribed as **'APPLICATION FOR EMPANELMENT OF ARCHITECTS FOR SHREE 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 only. Therefore, applicants are requested to visit Sansthan’s website regarding modifications/ corrigendum issued in this regard.

(Goraksha Gadilkar, IAS)
CHIEF EXECUTIVE OFFICER
Shree Saibaba Sansthan Trust, Shirdi

APPLICATION FORM

(Please strike-off which is not applicable)

APPLIED FOR EMPANELMENT OF ARCHITECS FOR GROUP A1 / A2 / A3

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 2021-22, 2022-23, 2023–24 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 31.03.2025)

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

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 – I**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)*

SR. NO.	PARTICULARS	SUBMITTED (Y or N)
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	

Seal & Signature of the applicant

DRAFT - AGREEMENT

THIS INDENTURE Made at Shirdi on ____ day of _____, 2018 between, **SHRI SAIBABA SANSTHAN TRUST (SHIRDI), SHIRDI, DIST- AHILYANAGAR, MAHARASHTRA- 423109**, a public charitable trust registered under the provisions of Maharashtra Public Trust Act 1950, hereinafter referred to as "the Trust" (Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Trustees of the Trust and the successor Board of Trustees) of the ONE PART.

AND

M/s . _____, having Registered Office at _____ hereinafter referred to as "the Architect" (Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its Successors and Assigns) of the OTHER PART.

WHEREAS the Trust had intended to Construct / renovate / furnish its office / building / premises / construct roads or any other development activities. (Hereinafter called "the PROJECT") on a plot of land or in building / premises at (hereinafter called the SITE).

AND Whereas, The Architect is a reputed Firm of Architect with long experience in Providing Professional Services.

AND WHEREAS, the Architect has agreed to provide to the Trust all Professional Services, on the terms and conditions hereinafter mentioned, for the preparation of the detailed plans of the project and supervision over their implementation by the Contractor to be selected for this purpose by the Trust.

AND WHEREAS the Trust agree to pay the Architects as remuneration for the professional services to be rendered by Architects in relation to the project and in particular for the services hereinafter mentioned, fees stipulated in paragraph 2 hereof (hereinafter called the "FEES").

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

1. SCOPE OF WORK:

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

- 1.01 Architectural work and site development.
- 1.02 Structural engineering work.
- 1.03 Sanitary, plumbing, drainage, water supply and sewerage work.
- 1.04 Electrical work.
- 1.05 Planning and layout of Heating, ventilation and air conditioning work (HVAC) in, the proposed structures.
- 1.06 Landscape Work.
- 1.07 Interior designing.
- 1.08 Graphic Signage.

Stage I- Approval Stage

- a) Submission of preliminary layout and conceptual drawing and its presentation to Management Committee of the Trust, along with design brief making revisions and / or corrections suggested by Management Committee of the Trust and preparing optional design if required.
- b) 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.

Seal & Signature of the applicant

- c) Submission of preliminary cost estimate for the project as per approved design and drawings.
- d) Architect shall obtain technical sanction for the estimate from Public Works Department and /or other government department as required by the Trust.

Stage II – Tender Stage

- a) Prepare tender stage drawings, specifications and schedule of quantities along with detailed cost estimate.
- b) Prepare tender document for inviting e-tenders including pre-qualification / technical bid, conditions and bill of quantities for commercial bid.
- c) Attend pre-bid meetings and prepare common set of deviations replying queries raised by bidders.
- d) Attend tenders opening meetings and evaluate the technical bids. Submit the evaluation report of technical bids.

Stage III- Construction Stage

- a) Ensure quality planning and quality assurance for entire work.
- b) Witness and monitor testing of materials at site.
- c) To check running account bills and the final bill prepared by the contractors and certification of the same for payment by the Trust.
- d) Monitoring the quantities of BOQ and submit the excess, saving chart to the client with each and every R.A. Bill of the Contractor.
- e) To issue virtual completion Certificates to various contractors.
- f) Settlement of claims made by the contractors.
- g) Monitoring and expediting the progress of Contractors. Review, schedule bar charts, PERT, CPM submitted by contractors and take corrective action, if necessary.
- h) Conducting review meetings of the Trust and different contractors for review of work progress, specifications, quality, quantity and time schedules.
- i) Monthly reporting if the progress of work with respect to the plan to the Trust identifying problems and issues corrective action taken.
- j) Organize warrantees from all vendors.
- k) Assist the client in obtaining all post construction approvals and occupancy certificate.
- l) Issue taking over final certificate and handing over the project.
- m) Prepare and submit complete working drawings and details sufficient to commence the work at the site and for the proper execution during construction.
- n) 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 Trust and to ensure that the Project proceeds generally in accordance with conditions of Contract.
- o) On completion of the work the architect will prepare and submit 2 sets of “AS BUILT” drawings along with a soft copy in pdf format, of the buildings and services to the Trust.

2. STAFF DEPLOYMENT AT SITE:

The Architects will deploy adequate number of staff in their office and at the site. As required for the successful completion of the project, with the minimum staffing as given below.

Engineer: one person as overall In-charge of the project having qualification B.E.(Civil) with 5 year experience or DCE having at least 10 years experience.

3. TIME SCHEDULE FOR PROVIDING THE ARCHITECTURAL SERVICES:

- 1) **Stage- I** is expected to be completed within 2 months from the date of appointment. Time schedule for stage-I is split up as under.

Seal & Signature of the applicant

- a) Submission of preliminary layout and conceptual drawing and its presentation to Sansthan Management Committee along with design brief. Making revisions and / or correction suggested by Sansthan Committee and preparing optional design if required shall be completed in 3 weeks or before expiry of 3 weeks period from the date of appointment.
- b) Submission of preliminary cost estimate for the project as per approved design and drawings shall be completed in 2 weeks or before expiry of 2 weeks period from the date of approval of design and drawings by Sansthan Management Committee.

II) **Stage- II** is expected to be completed within 12 months of completion of **stage-I**

4. MODE OF PAYMENT:

The total fees payable to the Architect for the services rendered as per the above shall be% of the cost of the Project, including cost of all expenses for travel, accommodation, incidental expenses etc. of the Architect and their consultants.

The fees for the Architect and all the consultants together will be paid as follows, subject to deduction of applicable taxes.

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.	20% of the total fees	On value of work done by the Contractor

The Fees are exclusive of all taxes and GST will be paid extra as applicable.

The architect shall in consultation with the Trust, prepare time schedule in respect of various services to be rendered and discharge of Trust obligation.

5. EFFECTING PAYMENT TO THE ARCHITECT:

- 5.01 If the drawings, design estimates prepared by the Architect or their consultants are not submitted as per time schedule or if they fail to visit the site as per schedule required or for site reviews, the Trust will regard this as negligence towards this Assignment for each such a instance of negligence, the Trust may deduct an amount of Rs.10,000/- from the Architect Fees, giving the reasons for such a deductions. 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 Architect and their Consultants.
- 5.02 When the work is executed wholly or in part with old materials or Labour or carriage is provided by the Trust, the percentage of Fees shall be calculated as if the work had been executed wholly by the Contractor supplying all labour and new materials.
- 5.03 The cost of the Project shall be the Final Contract Value of the Building work as calculated on amount paid to the Contractor on the accepted tender of the Contractor, including the cost of the structural, sanitary & plumbing, sanitary fittings, electrical works & electrical fittings, lifts, Escalators, Mechanical and HVAC

Seal & Signature of the applicant

Equipment's, Landscaping, interiors and Graphic Signage, i.e. On all items on which the ARCHITECT had rendered professional services, but shall exclude the cost of the Trusts site office, cost of land, and cost of supervisory staff of the Trust or part thereof.

- 5.04 In case only a part of the Project is continued beyond any stage, the deductions for payments made against earlier stages shall only be in respect of the proportion of the said part of the Project.

6. TRUSTS RESPONSIBILITIES:

The following shall be the responsibilities of the Trusts:

- 6.01 Provide detailed requirements of the project.
- 6.02 Provide a correct site plan to a suitable scale showing boundaries, contours at suitable intervals, existing physical features including any existing roads, paths, trees, existing structures, existing service and utility lines and such lines in which the proposed service can be connected.
- 6.03 Furnish reports of soil conditions and soil test as required by the ARCHITECT.
- 6.04 The Trusts will furnish schedule of rates, codes of practice and other documents as prescribed by the Public works Department which to require to be followed by the ARCHITECT.
- 6.05 Pay the FEES of the ARCHITECT within two weeks from submission of bills.
- 6.06 Take note of the observations made by the ARCHITECT on his inspections and visits and ensure the correction of deficiencies in the work pointed out by him.
- 6.07 Prepare on the advice of the ARCHITECT, a short list of approved contractors who would be allowed to tender, invite tenders and select the contractors for the project in consultation with the ARCHITECT: (selection as advised or recommended by the ARCHITECT shall not be binding on Trusts).

7. PROJECT COORDINATING COMMITTEE:

- 7.01 Project coordinating Committee, consisting of representatives of Trusts, project engineers of the Contractor and representatives of ARCHITECT may, if necessary, be constituted.
- 7.02 The Project Coordinating Committee, if constituted, shall discuss the drawings and documents submitted by the ARCHITECT and give decisions promptly to avoid unreasonable delay in the progress of the work.

8. EXECUTION OF THE ASSIGNMENT:

- 8.01 All the stages of work shall be completed by the ARCHITECT pursuant to the necessary approvals being given by the Trust according or statutory authorities to the time schedule mutually agreed upon. The works throughout the stipulated period of contract will be carried out with diligence, time being of the essence of the contract.
- 8.02 In the event of an ARCHITECT 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 ARCHITECT, and the trust would be entitled to claim from the ARCHITECT any extra cost incurred by the Trust for completing the work and the cost incurred would be deducted from the amounts due to the ARCHITECT under this agreement. In the event of a shortfall in the amount recoverable after deducting the amount due to the ARCHITECT, The Trust shall be entitled to claim the same from the ARCHITECT.
- 8.03 In the event of the failure on the part of the ARCHITECT to complete its work or 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 agreements, 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.

Seal & Signature of the applicant

- 8.04 The ARCHITECT shall prepare drawings, designs, outline specifications and estimate of costs by cubic measurements or on areas, on schedule of rates of the executing agency plus tender percentage and / or on the bureau of Indian Standards (ISI) specifications as per requirement, in absence of a rate in the aforesaid schedule of rate the same shall be arrived at by actual analysis.
- 8.05 The ARCHITECT will advise the Trust on the time and progress chart prepared by the contractor for the completion of the work.
- 8.06 The ARCHITECT and their consultants will provide their qualifications and certificate of practice or valid registration with their respective professional institutes, during the beginning and entire duration the project, failing which their contract can be terminated.
- 8.07 The ARCHITECT shall assume full responsibility for the design and specifications for items described in the scope of work.
- 8.08 On completion of the work, the ARCHITECT will prepare and submit two sets of "AS BUILT" drawings (soft copy in PDF format) of the buildings and services.
- 8.09 The ARCHITECT shall advise 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 ARCHITECT.
- 8.10 The ARCHITECT shall not make any deviation, alteration or omission from the drawings approved by the Trust without prior consent of Trust. Further shall not may be any decision, alteration or omission once the drawings are approved by State Government.
- 8.11 The ARCHITECT shall exercise all reasonable skill, care and diligence in discharge of their duties and shall exercise such general superintendence and inspection in regard to such works as may be necessary to ensure that works are being executed in accordance with contract documents and within the time stipulated therein and shall endeavor to guard the Trust against the defects and deficiencies in the work of the Contractor.
- 8.12 The ARCHITECT 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 are 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 ARCHITECT shall not be entitled to any compensation for Non-execution of the work except the fees which are payable to the ARCHITECT up to the stage of services rendered.

9. INDEMINIFICATION:

Architect shall defend, indemnify and hold harmless the Trust, its Officers, Trustees, Employees and other affiliate's, from and against any and all damages, costs, liability and expenses whatsoever (including attorney's fees and related disbursements) incurred by reason of (a) any failure by ARCHITECT to perform any covenant or agreement of ARCHITECT 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 ARCHITECT; or (c) any breach by ARCHITECT of any representation, warranty, covenant or agreement under this Agreement. The Trust shall have the right to offset against any fees due to ARCHITECT 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.

10. 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 ARCHITECT, finds that the ARCHITECT has not performed satisfactorily or if in his view, the

Seal & Signature of the applicant

ARCHITECT has failed to safeguard the interest of the Trust may Terminate the ARCHITECT, after due consideration.

11. JURISDICTION & JURISDICTION OF COURT:

In case of any dispute between the parties, the jurisdiction shall be 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.

IN WITNESS whereof, **Executive Engineer, Shri Saibaba Sansthan Trust (Shirdi)** for and on behalf of the Trust, and Mr. , **of OTHER PART** for and on behalf of the Architects herein, set their hands and seals and sign on the date and year first above written.

For TRUST

For ARCHITECTS

**EXECUTIVE ENGINEER
SHRI SAIBABA SANSTHAN TRUST,
SHIRDI.**

Mr.....
For M/s.....

DATE :

PLACE :

WITNESS :

WITNESS :

Seal & Signature of the applicant

Financial Bid

The fees for the Architect and all the consultants together including cost of all expenses for travel, accommodation, incidental expenses etc. will be paid as follows, subject to deduction of applicable taxes.

Sr. No.	Description	Percentage of Fees Payable	Effecting Payment
1.	The total fees payable to the Architect for the services rendered as per the Scope of work mentioned in Clause no.1 of Agreement.%	Of the cost of the Project.

GST will be paid extra at the prevailing rate.

Seal & Signature of the Applicant

Seal & Signature of the applicant