



## **MAHARASHTRA MEDICAL COUNCIL, MUMBAI**

Established by Government of Maharashtra under MMC Act 1965

189-A, Anand Complex, 1<sup>st</sup> Floor, Sane Guruji  
Marg, Arthur Road Naka, Chinchpokali (West),  
Mumbai - 400011.

**Tel No.:** 022-23007650

**Website:** www.maharashtramedicalcouncil.in

**Email Id:** maharashtramcouncil@gmail.com

**No. MMC/Quotation/Appointment of Consultant Architect/2022/02109**      **Date:- 27/06/2022**

### **Inviting quotation for appointment of Consultant Architect by MMC**

Sealed Quotations are hereby invited from reputed firms/agencies for appointment of Consultant Architect on the Panel of MMC by the undersigned on behalf of the Maharashtra Medical Council, Mumbai, as per terms & conditions mentioned below. The sealed quotations along with all the required document must reach in the office of the undersigned on or before **07/07/2022**.

Maharashtra Medical Council is a statutory body established by Government of Maharashtra under M.M.C. Act 1965. The working of the Council includes Registration, Administration as well as to follow the guidelines given in the Act and its Rules 1967. It is a quasi-judicial body with a power to enquire cases against Registered Medical Practitioners.

MMC desires to appoint Consultant Architect for preparation of design, estimate and supervision, billing & certification for proposed civil, electrical including other allied works like Plumbing & H.V.A.C. work on the area of 2981 sq.ft. The applications are invited from the individual Architect or Architect firm subject to following terms & conditions: -

#### **1. SCOPE OF WORK :-**

- a) Conceptualization and preparation of drawing/design (including carrying out necessary revisions till the drawing/designs are finally approved by the MMC) by actually visiting the site and taking into consideration requirement of consignee.
- b) Preparation of 3D views for the drawing/design finalized by MMC.
- c) Preparation of detail specification of civil work (including structural, mechanical, sanitary, plumbing, drainage), electrical and furniture items (including interior decoration items) and get the same approved from MMC.
- d) To prepare detail estimate along with bill of quantity for civil as well as electrical in the rate shall be based on supporting market rates used to prepare the rate analysis.
- e) To assist MMC in preparation of tender documents, terms & conditions depending upon the nature of the work and for evaluation of the technical bid of tender.

- f) Supervision and inspection of the works assigned which would be carried out by the Contractor appointed by the MMC. The inspection shall be carried out on day to day or as required by the appointed Consultant architect or person authorized by Consultant Architect for the said work. The appointed Consultant Architect shall also attend inspection/supervision as and when informed by the MMC.
- g) Verification and checking the quantity & quality of the work executed by the contractor as per approved drawings and specifications.
- h) To issue spot instructions/guidance to the Contractor during the execution of the work. If in the opinion of consultant architect, it is necessary to change specification or modify design during the execution of the work the same shall be brought to the notice of the MMC. The same shall be implemented only after approval of MMC.
- i) To suggest methodology to check and ensure the quality of work done by Contractor.
- j) To suggest the remedial measures to be carried by the Contractor during construction period only, if any defects are noticed, to avoid any constructional defects.
- k) The appointed Consultant Architects shall keep a complete record for progress of work. Any incidents arising during execution of work which shall affect the property, be recorded by the appointed Consultant architect along with supporting correspondence, documents, proofs etc. and same shall be delivered to the MMC. The appointed Consultant architect shall enter details of site visits/instructions in Site Inspection Note Book maintained on site by the Contractor including the defects/deviations. In the subsequent visit he should mentioned in the visit/inspections note book whether the defects/deviations pointed out earlier have been rectified. The visit/inspection Note Book should be available for verification at the times of visit at site. Copy of this visit/inspection note book shall be handed over to officer authorized by the MMC after final inspection and approval of the work.
- l) The appointed Consultant Architect shall give weekly progress report of the work by way of email or letter when he visits sites for inspection to the MMC. In case the progress of the work is not satisfactory or up to the requirement of the MMC appointed Consultant architect shall communicate the same to the MMC.
- m) The appointed Consultant Architect shall check the quality of the materials brought on the site for the work and ensure that the materials are in accordance with the specifications generally observed and prescribed in the bill of the quantity of the work.
- n) The appointed Consultant Architect observed any defects in the material brought at the site the same shall be got rectified strictly in accordance with design & specification from the concerned Contractor.

- o) The appointed consultant architect shall be fully responsible for certifying the quality of workmanship and implementation of work as per design. The appointed consultant architect shall issue completion certificate to the effect in the prescribed format after ensuring that all work is complete to his full satisfaction.
- p) To check measurement of works at site, checking Contractor bills, issuing periodical certificate for payment so as to enable the MMC to make payments to the Contractor. In case the work carried out by the contractor unit is not satisfactory and not up-to the mark in that case the Architect will recommend deductions in the rate/amount for the work executed by the contractor while recommending the payment.
- q) The appointed Consultant Architect undertakes to carry out the assignment in accordance with the highest standards of professional and ethical competence and integrity, having due regard to nature and purpose of the assignment and to ensure that the staff assigned to perform the services under this contract, will conduct themselves in a required manner.
- r) The appointed Consultant Architect shall provide services connected with the said works usually and normally rendered by Consultant architect and which are not referred to in any of the items referred to above.
- s) The appointed Consultant Architect shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by him. He shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work is being executed in accordance with the working drawing and specifications and that the work executed by the contractor is free from defects and deficiencies.
- t) The appointed Consultant Architect shall not make any deviation, alteration, addition or omission from the approved drawing, specification without the prior written consent of the MMC.
- u) The appointed Consultant Architect shall prepare a comprehensive schedule of execution of work in consultation with the Contractor and arrange to have the work completed in an expeditious manner and in accordance with the said schedule.
- v) To carry out joint inspection, valuation of the work executed by contractor as per the instructions of the MMC.

## **2. ELIGIBILITY CRITERIA :-**

- a) Individual architect or a firm of architect is eligible for empanelment.
- b) The consultancy firm/Architect should be member of India Council of Architect or registered with Indian institution of Architect.
- c) The firm having experience for execution of Government, semi Government Undertaking, Government Autonomous bodies& Corporate bodies projects of office renovation work etc. will be preferred.

- d) The firm should have executed at least one project during last three years comprising of civil, electrical and interior designing and furniture & furnishing work etc.
- e) The consultancy firm/ Architect should have sufficient experienced personnel/technical staff on their payroll for monitoring the work.
- f) The Consultant Architect should not be blacklisted/banned by any State Government/Central Government Department/ Public bodies.
- g) The applicant has to given the presentation before the Hon'ble President of MMC for empanelment of architect for the various work of interior designing executed along with photographs and videos.
- h) The documents submitted in the quotation will be evaluated and the consultant architect will be given marks as follows :-

<b>Sr. No.</b>	<b>Particulars</b>	<b>Maximum marks</b>
1.	Details of experience personnel/technical staff (1) M.Tech (Arch.)/ B.Tech(Arch.) 1 or more - 5 marks (2) M.E.(Arch)/B.E(Arch.) 1 or more - 5 marks (3) Interior designer (with degree in interior designing) 1 or more - 5 marks (4) Other technical & office staff 3 or more on pay roll- 5 marks The consultant scoring less than 10 marks will not be eligible for opening of commercial bid	20
2.	Work experience as a consultant for interior design and renovation work Average of work executed during last 5 years i.e. from 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22 (i) 0 to Rs.10 lakhs - 10 marks (ii) from Rs.10 lakhs to Rs.50 lakhs - 20 marks (iii) from Rs.50 lakhs to Rs.100 lakhs - 30 marks (iv) from Rs.100 lakhs to Rs.200 lakhs - 40 marks (v) Above Rs.200 lakhs - 50 marks	50
3.	Presentation on various works for interior design & renovationwork carried out by the consultant. The consultant has to give presentation before the committeefor the work carried out and has to score minimum 20 marksfor presentation to become eligible	30

### **3. DOCUMENTS TO BE SUBMITTED ALONGIWITH APPLICATION :-**

The documents shall be submitted in sealed envelopes as follows :-

Shall consist of copies of following self attested documents.

- 1)** Forwarding letter on applicant's letterhead as per **Annexure-I** along with brief profile of company in enrolment form.

- 2) Copy of the registration with Indian institution of Architect/Council of Architecture.
- 3) Organizational structure of the firm in case firm is not proprietary firm as per **Annexure-II**.
- 4) Copy of PAN Card of the firm/ Individual.
- 5) Copy of GST registration of the firm/ Individual certificates.
- 6) Details of projects carried out in last five years along with name of the organization and cost of the project as per **Annexure III**.
- 7) Reference/ client list and description of assignments handle.
- 8) Copy of turnover certificate certified by C.A. for last three years prior to 2022 as per **Annexure IV**.
- 9) Copies of experience certificate for completion of project for civil, electrical and interior designing, furniture and other services during last three years.
- 10) Certificate on letter head stating that the Architect/firm is not blacklisted as per **Annexure -V**.
- 11) Professional fees to be charged by the Consultant Architect for various activities as mentioned in the schedule of rates as per **Annexure - VI**.

#### **4. TERMS & CONDITIONS OF THE EMPANELMENT OF CONSULTANT ARCHITECT:-**

- 4.1 The applicant submitting all the documents as mentioned above will be considered for empanelment.
- 4.2 The Consultant Architect submitting the consent to the rate offered by MMC has to execute an agreement in the prescribed format for empanelment as Consultant Architect on the panel of Corporation.
- 4.3 The work will be allotted by the Hon'ble President, MMC will not assure or guarantee any quantum of the work to be assigned to the appointed Consultant Architect.

#### **4.4 Period of appointment**

The agreement executed for appointed Consultant Architect shall be valid for a period of one years from the date of execution. The validity can be further extended with the mutual consent of both the parties.

#### **4.5 Termination of contract**

Either party may terminate contract at any time by giving a written notice of two months to other party. Even after the termination of their empanelment, the appointed Consultant Architect shall remain liable and be responsible for due certification/approval of any bill submitted by the Contractors at any time in respect of the work, executed before the termination of the appointed consultant Architect's appointment; and shall be entitled to remuneration for the same.

In case there is any change in the constitution of the firm/company of the appointed Consultant Architect for any reason whatsoever, the MMC shall be entitled to terminate this agreement and entrust the work to some other appointed Consultant Architect on the panel of the MMC.

**4.6 Subletting**

The appointed Consultant Architect shall not assign, sublet or transfer entire work or part of the work allotted to him without written consent of the MMC.

**4.7 Payment of professional fees**

The MMC shall pay to the appointed Consultant Architect as professional fees as consented for the service to be rendered by the appointed Consultant Architect in relation to the work allotted at actual cost of project as per RA bills and release of same to the contractor.

No extra amount will be paid over and above the rate accepted. The Income Tax and GST TDS as applicable will be recovered while making payment of professional charges to the appointed Consultant architect.

**4.8** If the MMC find it necessary to postpone or cancel the assignment and /or shorten or extend its duration, in such case the appointed Consultant Architect shall be paid for services rendered for carrying out the assignment till the date of termination. The appointed Consultant Architect shall provide all reports or part thereof, any other information or documentation gathered during this contract prior to the date of termination.

**4.9** It is imperative that the appointed Consultant Architect shall remain personally present at the time of handing over the work to the concerned department and put his signature on the prescribed proforma for handing over. It will be bounden duty of the appointed Consultant architect to answer queries, if any, raised by authorities of the concerned department from time to time and at the time of taking possession.

**4.10** The appointed Consultant Architect shall indemnify and hold harmless the MMC against any and all claims, demands and/or judgment of any nature brought against the appointed Consultant Architects arising out of services provided by him under this contract.

**4.11** All final plans, drawings, specification, designs, reports and other documents or software submitted by the appointed Consultant Architect in the performance of the services shall become and remain the property of the MMC. The appointed Consultant Architect may retain a copy of such documents but shall not use them for purpose unrelated to this contract without the prior written approval of the MMC.

**4.12** The appointed Consultant Architect undertake to carry out the assignments in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose the assignments, and to ensure that the staff assigned to perform the services under this contract will conduct themselves under this contract in a manner consistent herewith.

**4.13** The appointed Consultant Architect also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this contract, shall be for all times and for all purpose,

regards as strictly confidential and held in confidence, except with the MMC's written permission.

**4.14 Arbitration**

If any dispute difference or question shall at any time arise between the parties as to the interpretation of this agreement or arising out of this agreement or as to the rights, liabilities and duties of the parties hereunder, or as to the execution of the said work, the same shall be referred to the sole arbitrator and the decision of an arbitrator shall be binding on both the parties. The sole arbitrator shall be appointed by Hon'ble President, MMC. The appointed Consultant architect shall not dispute such appointment for any reason whatsoever.

The submission to arbitration shall be deemed to be a submission to arbitration within the meaning of Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator shall be final and binding on both the parties.

**4.15**

- i. Any discrepancy in the drawings or between the Drawings and/or specifications
- ii. The removal and/or re-execution of any works by the Contractor. The dismissal from the work of any persons employed thereon. The opening up for inspection of any work covered up
- iii. The amending and making good of any defects under defects liability period.
- iv. Approval of materials and workmanship.
- v. The Contractor shall provide everything necessary for the proper execution of the work.
- vi. Provided that any action under the above clauses is subject to approval of the MMC, if the variations have any financial implications.

**4.16 Jurisdiction**

It is understood that for any dispute arising out of the agreement executed for empanelment of consultant architect is only the Court in City of Mumbai shall have jurisdiction.

**4.17** MMC reserves the right to accept or reject any one or all applications without assigning any reasons thereof.



(Sanjay Deshmukh)

**Registrar**

Maharashtra Medical Council

**ENROLMENT FORM**

**Annexure I**

CATEGORY OF WORKS FOR WHICH APPLIED.....

<b>Sr. No.</b>	<b>Query</b>		<b>Answer</b>		
1.	Name of the firm		:		
	Proprietary/Corporate				
2.	Address	Office	:		
		Residential			
3.	What is the constitution of firm viz. Sole Proprietor, Partnership Pvt. Ltd., Public Ltd., etc.		:		
4.	PAN NO.		:		
	GST No.		:		
5.	Registration with EPF and details		:		
6.	Contact Details	Office Phone No.	:		
		Mobile No.			
		Fax No.			
		e- mail.			
7.	Month and year in which the firm was established in present name		:		
8.	Particulars of old firm (if present firm is new) if main partners of the present firm were working as architects, in some other name in the past (The partnership deed of old firm be enclosed)		:		
9.	Particulars of sister firms, if any:		:		
10.	Has the applicant or his partners or Directors been black listed in the past by any Central or State Govt. Dept. / Organization.		:		
11.	Annual Turn Over for last three years (Enclose the self attested statement of Accounts of last three consecutive years duly certified by chartered Accountant with Registration Number.		:	YEAR	Rs. In Lakh
			i	2019-20	
			ii	2020-21	
			iii	2021-22	
12.	i) Name and complete postal address of bankers.		:		
	ii) NEFT and Bank Account Details.		:	i) Name of Bank:	
			:	ii) Account No:	
		:	iii)IFSC Code:		

**Place :-**

**Date :-**

**SIGNATURE OF THE APPLICANT  
NAME & DESIGNATION  
WITH SEAL OF ORGANISATION**



**Annexure – I**

(To be submitted in Envelope)

Forwarding letter

*(To be submitted on the letterhead of the Applicant)*

To,  
The Registrar,  
Maharashtra Medical Council,  
189-A, Anand Complex, 1<sup>st</sup> Floor,  
Sane Guruji Marg, Arthur Road Naka,  
Chinchpokali (West), Mumbai - 400011.

**Sub:** Application for appointment of Consultant Architect

Dear Sir,

With reference to your advertisement dated ..... we have gone through the terms & conditions for empanelment of Consultant architect published on your website. We are submitting out application along with all the documents mentioned in the terms & conditions and schedule of professional fees in your prescribed format.

1. I/we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the application are true copies of their respective originals.
2. We shall make available to the MMC any additional information it may find necessary or require to supplement or authenticate the submissions.
3. I/We acknowledge the right of the MMC to reject our quotation without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
4. We do not have any Conflict of Interest.
5. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO/Partners or any of our directors/managers/employees.
6. We agree and undertake to abide by all the terms and conditions of empanelment of consultant architect.

Yours faithfully,

Date:

Signature of the Authorized  
Signatory along with Seal

**ANNEXURE II**

**CONSTITUTION OF FIRM- SOLE PROPRIETORSHIP/PARTNERSHIP/  
LTD.CO./OTHER**

**DETAILS OF CONSTITUTENTS**

Sr. No.	Name of sole partner or Director/ other High Officials	Age	Share	Technical Experience			Whether power of attorney Holder
				Year to year	As Employee	As Architect	
1	2	3	4	5	6	7	8

**Place :-**

**Date :-**

**SIGNATURE OF THE APPLICANT**

**NAME & DESIGNATION**

**WITH SEAL OF ORGANISATION**

**ANNEXURE - III**

**LIST OF MAJOR WORKS COMPLETED DURING LAST FIVE YEARS**

Sr. No.	Name & complete postal address of			Order			Value of work as per final bill (Rs. In Cr.)	Commencement of work month year	Completion of work month Year	Penalty levied for delay of completion if any
	Place of work & Nature of work	Owner	Authority under whom work was carried	Ref. No. & Date	Cost of Project (Rs. in Cr.)	Is copy enclosed				
1	2	3	4	5	6	7	8	9	10	11

Copies of profit & loss account, balance sheet

**Note:** Please ensure that the complete postal address including Pin code and Telephone/ Fax number/ E-mail address etc. are furnished under column No. 3&4 above.

**Place :-**

**Date :-**

**SIGNATURE OF THE APPLICANT**

**NAME & DESIGNATION**

**WITH SEAL OF ORGANISATION**

**ANNEXURE- IV**

**ANNUAL TURNOVER FOR LAST FIVE YEARS.**

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Total Contract amount received</b>	<b>IT certificate enclosed. Yes/No</b>	<b>Audited balance sheet copy enclosed. Yes/No</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1	2017-2018				
2	2018-2019				
3	2019-2020				
4	2020-2021				
5	2021-2022				

**Place :-**

**Date :-**

**SIGNATURE OF THE APPLICANT  
NAME & DESIGNATION  
WITH SEAL OF ORGANISATION**

**Annexure – V**

**(To be submitted on applicant's letterhead)**

Date ----/----/-----

To,  
The Registrar,  
Maharashtra Medical Council,  
189-A, Anand Complex, 1<sup>st</sup> Floor,  
Sane Guruji Marg, Arthur Road Naka,  
Chinchpokali (West), Mumbai - 400011.

We, hereby undertake that we have not been debarred or blacklisted by any Central Government, State Government, Government PSUs. In case, it is observed after opening of the quotation or awarding the contract that, we are debarred or blacklisted the MMC is free to take action as per the terms & conditions of the quotation.

**Place :-**

**Date :-**

**SIGNATURE OF THE AUTHORIZED  
SIGNATORY WITH SEAL OF  
ORGANISATION**

**ANNEXURE – VI**

**PROFESSIONAL FEES CHARGED FOR VARIOUS ACTIVITIES**

<b>Sr. No.</b>	<b>Job Description</b>	<b>Value of the work Minimum charges</b>	<b>Professional fees</b>	<b>GST @----%</b>	<b>Total Professional fees</b>
1.	Preparation of Specification, drawing, design, 3D views estimate, and getting technical approval from PWD, supervision of entire work till its completion as specified including verification of entries in Measurement Books, Certification of Bill and to sign on completion Certificate. Issuance of Defect liability completion certificate after completion of 12 months from the date of completion of entire work. (the fees at (d) above mentioned will be paid to the appointed Consultant Architect whenever payment will be released to contractor	Actual cost of project as per RA Bill.	% of actual cost of the project		

**Place :-**

**Date :-**

**SIGNATURE OF THE APPLICANT**

**NAME & DESIGNATION**

**WITH SEAL OF ORGANISATION**