



**TENDER ID: MAH202508001**

**State Bank of India**

**Premises & Estate Department,**

**State Bank Institute of Learning and Development,**

**North Main Road, 78, Lane No. 03,**

**Koregaon Park, Pune - 411001**

**Phone No. 022-26445630**

**e-mail: agmpe.lhomah@sbi.co.in**

**EXPRESSION OF INTEREST (EOI) FOR PROJECT MANAGEMENT CONSULTANT FOR  
PROPOSED CONSTRUCTION OF RESIDENTIAL & COMMERCIAL OUTFITS AT  
HINJEWADI, PUNE.**

**TENDER SUBMITTED BY:**

**NAME :** \_\_\_\_\_

**ADDRESS :** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**GSTIN NO. :** \_\_\_\_\_

**DATE :** \_\_\_\_\_



## **NOTICE INVITING TENDER**

State Bank of India invites online Expression of Interest (EOI) from reputed and experienced Project Management Consultant (PMC) for participating in the selection and engagement Project Management Consultant (PMC) for the Proposed Construction of residential & commercial outfits at Hinjewadi

<b>SN</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of work	Construction of residential & commercial outfits at Hinjewadi, Pune for State Bank of India
2.	Nature of Work	Project Management Consultancy Services (PMC)
3.	Total Time allowed for completion of the Project	24 months from the date of work order to L-1 EPC Contractor.
4.	Estimated cost of the project	Approximately Rs.108 Crores
5.	Earnest Money Deposit (EMD)	<b>2.16 Lakhs</b> – by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Commercial Bank drawn in favor of Assistant General Manager (P&E) and payable at Mumbai.
6.	Availability of EOI documents	Available on Bank's website ( <a href="https://bank.sbi/web/sbi-in-the-news/procurement-news">https://bank.sbi/web/sbi-in-the-news/procurement-news</a> ) from 14.08.2025 to 04.09.2025
7.	Website for Online Submission of bid	<a href="https://etender.sbi">https://etender.sbi</a>
8.	Address for submission of EOI proposals	Hard copy of the EMD to be submitted to Assistant General Manager (P&E) State Bank of India Premises & Estate Department, State Bank Institute of Learning and Development, North Main Road, 78, Lane No. 03, Koregaon Park, Pune - 411001
8.	Date of holding pre-bid meeting	20.08.2025 at 3.00 PM at address mentioned above
9.	Last date for submission of pre-bid queries, if any, by the bidders	20.08.2025 by 11.00 AM (via e-mail <a href="mailto:agmpe.lhomah@sbi.co.in">agmpe.lhomah@sbi.co.in</a> )
10.	Last date & time for submission Online Technical Bid along with price bid (in sealed cover).	<b>04.09.2025 by 03:00 PM</b> To be submitted online in our <a href="https://etender.sbi">https://etender.sbi</a>

11.	Date and Time of opening of Technical Bid.	<b>04.09.2025 by 03:30 PM</b>
12.	Opening of price bid	After completion of presentation from shortlisted PMC.
13.	Submission of Tender Documents (Online)	1. Contractors shall download the entire Technical Bid to get acquainted with the terms and conditions and <b>shall upload compulsorily the technical bid</b> without fail in the e-tendering portal after putting the signature and seal. Failing to upload as stated above, the tender will be rejected. 2. Scanned Copy of EMD 3. Online Price Bid in the online portal
14.	Mandatory Requirements	Valid Digital Signature is a must to participate in the online tender and Reverse Auction.
15.	Deductions from Payment to PMC	Income Tax (TDS), GST-TDS, other applicable taxes if any etc @ applicable rates

16. Conditional proposals are liable for disqualification.
17. The SBI reserves its right to accept or reject any or all the applications, at any point of time, either in whole or in part without assigning any reason(s) therefor and no correspondence shall be entertained in this regard.
18. In case, date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
19. The shortlisted PMC Firms/Individual shall be invited for presentation and date shall be intimated by SBI after the scrutiny of Technical Bid.
20. For any clarifications, please contact Assistant General Manager (P&E) State Bank of India, Premises & Estate Department, State Bank Institute of Learning and Development, North Main Road, 78, Lane No. 03, Koregaon Park, Pune – 411001 Ph No:8688491040 through Email: [agmpe.lhomah@sbi.co.in](mailto:agmpe.lhomah@sbi.co.in) **11:00AM on 20.08.2025** in the following format:

SN	Clause No. of the Bid Document	Page no	Query / Clarification sought

Pre-Bid meeting will be held at 3.00 PM on 20.08.2025 in the Office of the Assistant General Manager (P&E) State Bank of India, Premises & Estate Department, State Bank Institute of Learning and Development, North Main Road, 78, Lane No. 03, Koregaon Park, Pune – 411001. All efforts will be made to furnish clarification during the pre-bid meeting. In exceptional cases, the clarification will be furnished subsequently. In both cases, the minutes of the pre-bid meeting containing



clarifications shall be published on the BANK's website only.

Any clarifications issued by the BANK shall be an integral part of this document and shall amount to an amendment to the relevant clauses of this document, wherever required. Interested PMC Firms/Individuals fulfilling prescribed eligibility criteria are hereby invited and requested to ensure submission of their Proposals in the prescribed format with supporting documents to the Assistant General Manager (P&E), State Bank of India, Premises & Estate Department, State Bank Institute of, Learning and Development, North Main Road, 78, Lane No. 03, Koregaon Park, Pune – 411001 **by 3.00 PM on 04.09.2025. Any proposals received after the date and time specified hereinabove, shall be rejected outrightly and no correspondence in this regard will be entertained by the Bank.**

21. The PMCs are advised to submit the complete set of documents in properly spiral bounded form. The applications received in loose sheets shall be summarily disqualified.

**Assistant General Manager (P&E)**



## Contact Information

E-Procurement Technologies Ltd.	State Bank of India
<p>B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India</p> <p>Tel.: +91 79 61200 579   580   567   569   566</p> <p>Mr.Kushboo Mehta E-mail : kushboo.mehta@eptl.in Contact No :9510813528 / 9081000427</p> <p>Mr. Nandan Valera Email: <a href="mailto:nandan.v@eptl.in">nandan.v@eptl.in</a> Contact No: 9081000427 / 6354919566</p>	<p>To, State Bank of India Premises &amp; Estate Department, State Bank Institute of Learning and Development, North Main Road, 78, Lane No. 03, Koregaon Park, Pune – 411001</p> <p>Officer Name: Mr. Hareesh M.K. Department: Premises &amp; Estate Contact No : 8433743831 E-mail: <a href="mailto:agmpe.lhomah@sbi.co.in">agmpe.lhomah@sbi.co.in</a></p> <p>Officer Name: Mr. Nitheesh C.J. Department: Premises &amp; Estate Contact No : 7506243001. E-mail: <a href="mailto:nitheesh.ncj@sbi.co.in">nitheesh.ncj@sbi.co.in</a></p>

## 1. **Disclaimer**

- 1.1. The information contained in this EOI document or information provided subsequently to PMCs whether verbally or in documentary form/email by or on behalf of State Bank of India, is subject to the terms and conditions set out in this EOI document.
- 1.2. This EOI is not an offer by SBI, but an invitation to receive responses from the eligible PMCs. No contractual obligation, whatsoever, shall arise from the EOI process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected PMC/s.
- 1.3. The purpose of this EOI is to provide the PMC(s) with information to assist preparation of their Bid proposals. This EOI does not claim to contain all the information each PMC may require. Each PMC should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this EOI and where necessary obtain independent advices/ clarifications. SBI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI.
- 1.4. The SBI, its employees and advisors make no representation or warranty and shall have no liability to any person, including any PMC, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- 1.5. The SBI also accepts no liability/ responsibility of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any PMC upon the statements contained in this EOI.
- 1.6. The issue of this EOI does not imply that the SBI is bound to select a PMC for the Project. The SBI reserves the right to reject all or any of the PMCs or Bids without assigning any reason whatsoever.
- 1.7. The PMC is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the PMC's risk and may result in rejection of the Bid.



## **INSTRUCTIONS TO PERSPECTIVE PROJECT MANAGEMENT CONSULTANTS (PMC)**

**1. Scope of work:**

PMC Services to render Project Management Consultancy Services for Proposed Construction of Residential & Commercial outfits at Hinjewadi, Pune

**1.1. Site and its location**

Rajiv Gandhi Infotech Park, Phase 3, Plot No. R-3/3/C at Hinjewadi, MIDC Area, Pune, Maharashtra

**1.2. Proposed Construction:**

SBI propose to construct Commercial Cum Residential building on the above-mentioned plot.

**2. EOI documents:**

2.1. The work has to be carried out strictly according to the conditions stipulated in the EOI consisting of the following documents and the most workmen like manner.

- Instructions to Perspective PMC's
- General conditions of Contract
- Price Bid

2.2. The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below:

- a. Price Bid
- b. Addendums (if any)
- c. General conditions of contract
- d. Instructions to Perspective PMC

2.3. The tender documents are not transferable.

**3. Site Visit:**

The PMC are advised to obtain all necessary information to participate in this EOI at their own responsibility and cost before entering into a contract for the project. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

**4. Signing of contract Documents:**

The selected PMC shall be bound to enter into an agreement in the prescribed format, within 15 days from the date of receipt of intimation of acceptance of their



proposal by the SBI. However, the written acceptance of the offer from the SBI will constitute a binding agreement between the Bank and successful PMC whether such formal agreement is subsequently entered into or not.

5. **Completion Period:**

Time is essence of the contract. The Project has to be completed in all respect & in accordance with the terms of contract within a period of **24 months** from the date of award of work to L-1 EPC Bidder

6. **Validity of Price Bid:**

Design Proposals shall remain valid and open for acceptance for a period of 120 days from the date of opening Price/Commercial bid. If the tenderer chooses to withdraw their offer during the validity period or makes modifications in their original offer, their Design Proposal shall be summarily disqualified without notice and no correspondence shall be entertained in this regard.

7. Price Bid shall be opened only of those shortlisted PMCs who will participate in the proposed presentation proving their technical competency and capability in handling similar projects for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept./PSU/Public sector Banks/Public limited (Listed) Company.

8. All the PMCs shall be bound to accept and sign the “Integrity Pact” as per attached “Annexure J”. The Application/EOI of the PMCs not submitting the Integrity Pact as per prescribed format shall be summarily disqualified and no correspondence shall be entertained in this regard.

9. **Joint Venture / Consortium shall not be allowed**, and Prospective PMC should meet the mentioned Eligibility criteria themselves.

10. The bidder should upload the signed and scanned required documents along with this tender document.



## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions: -**

- 1.1. "Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India and PMC, together with the documents referred therein including these conditions and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.2. In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
  - a) 'SBI' shall mean State Bank of India, Premises & Estate Department, State Bank Institute of Learning and Development, North Main Road, 78, Lane No. 03, Koregaon Park, Pune – 411001
  - b) 'The PMC' shall mean the individual or firm or company selected and engaged for undertaking the project as PMC and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.
2. The PMC must be equipped with adequate expertise and experience in undertaking Planning, designing & implementing/execution of Civil, Landscaping work, Electrical (HT/LT), Plumbing, Air-Conditioning, Lifts/Elevators, DG sets, UPS system, IBMS (CCTV, Public Address System, Fire & Safety Systems and integrating it with Building Management System) and all essential and ancillary works/services required for construction and completion of a Residential buildings & Commercial building.

### **3. Eligibility criteria:**

- (i) Minimum 7 years' experience as a PMC as on 31.07.2025. The experience should include all consultancy services for buildings such as architectural, structural, engineering, Interior and Furnishing and all internal and external services such as electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, firefighting/ horticulture, EPABX / Networking, gymnasium, parking, rainwater harvesting, sewage treatment plant, recycling of wastewater etc.
- (ii) The PMC should have rendered satisfactory professional services in planning, designing & supervision of similar high-rise building construction projects, from inception to completion stage for:



(a) One similar assignment with a project construction completion cost of **Rs. 86.40 crores** (excluding GST)

or

(b) Two similar assignments with a project construction completion cost of **Rs. 54 crores** (excluding GST);

or

(c) Three similar assignments with a project construction completion cost of **Rs. 43.20 crores** (excluding GST)

during last 7 years ending on 31.07.2025. These building projects should be residential/ commercial/ institutional building projects.

“Similar Work” under this clause means Planning, Designing and Supervision of Construction of High rise (Minimum 15 storied including Ground Floor) Residential or Commercial buildings including Civil, Plumbing, Sanitary, Interior & Furnishing, Fire Fighting and Electrical Installation work for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks/ Listed companies during last 7 years”.

- (iii) The PMC should preferably have a full-fledged office or ready to establish an office in Pune and should have adequate number of qualified Architects, Engineers and other personnel on the payroll / establishment of the company and should also have tie up arrangements with reputed registered and licensed services Architect, firms, Electrical Architects, Air-conditioning Architect etc.
- (iv) The average annual turnover of the PMC by way of professional Fee in last three financial years ending on 31.03.2025 shall not be less **Rs. 65 lakhs**. Copies of the audited Annual Balance sheet for the last three financial years ending on 31.03.2025 shall be submitted in support of claims.
- (v) The PMC/ firm satisfying the prescribed eligibility criteria shall only become eligible to bid the assignment. Clear supporting evidences like photographs, certificates, documents etc. should be submitted with the bid.
- (vi) The PMC/ firm should either have their local / Branch Office in Pune (documentary evidence to be submitted) or prepared to setup an adequate office setup with in-house capability and infrastructure / expertise to Manage such high magnitude specialized projects in Pune within 2 months from the date of award of contract provided they are qualified for the project through laid down selection process. An undertaking to be submitted by the PMC to this effect along with their application.
- (vii) The PMC/ firm shall be responsible and prepared to engage expertise/Architects for all specialized services of the project for which in house expertise is not available with them within the professional fee agreed and payable to them.



- (viii) The PMC/ firm should have qualified & experienced technical team at its disposal for deployment at site for day-to-day supervision of the project during the execution of the project from date of commencement of work to handing over of the entire infrastructure to the SBI.
  - (ix) The PMC should have all necessary licenses, permissions, consents, no objection certificates, approvals as required under the law for carrying out its/their business including those envisaged under the scope of this EOI.
  - (x) The PMC should have a valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.
  - (xi) The PMC should not have been blacklisted by the Govt. of India Organizations / PSU / PSE / Govt. Depts./reputed Private Public Limited Companies etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory professional services during the last 7 (seven) years. (Self- declaration to be submitted by the PMC along with their application).
  - (xii) The PMC should be the and not a consortium.
  - (xiii) However, merely fulfilling the prescribed eligibility criteria shall not entitle the PMC for shortlisting and invitation for participation in the proposed Techno-commercial competition for the project. The shortlisting as well as final selection of PMC for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous employers etc.
4. The objective of this EOI is to identify reputed PMC Firm for setting up of the Construction of Residential Flats, Training Centre, Office & Branch, as envisaged above by engaging an EPC Contractor etc.

**5. Submission of bids:**

- i. The Proposal shall be submitted as under:  
Technical Bid comprising of this tender document with all annexures duly filled in along with copies of the authentic supporting documents super-scribing on top "Expression of Interest (EOI) for the Proposed Construction of Residential & Commercial outfit at Hinjewadi, Pune, Maharashtra

**The sealed technical document along with the price bid (Technical bid document in envelope-1, Price bid in envelope-2 and both the envelope in envelope -3) sent by SPEED POST or dropped in the tender box available in the Assistant General, State Bank of India, Premises & Estate Department, State Bank Institute of Learning and Development, North Main Road, 78, Lane No. 03, Koregaon Park, Pune – 411001 all working days from 14.08 2025 to 04.09 2025 up to 03:00 PM.**

- ii. The certified/self-attested copies of the supporting documents mentioned in above mentioned formats shall be furnished along with the technical bid.
- iii. All Annexures shall be duly signed by the firm with stamp on each page.

**6. Evaluation of Proposals for Shortlisting:**

- a) The online Technical Bid of all the PMCs / bidders will be first opened by the authorized committee and evaluated on various eligibility criteria and other marking matrix parameters as per “ANNEXURE B”.
- b) The Bids will be initially evaluated for the eligibility based on the documents submitted in support of eligibility criteria specified hereinbefore and accordingly PMCs fulfilling the various criteria shall be shortlisted.
- c) Maximum 5 to 6 PMC Firms/Individuals scoring highest marks on the prescribed parameters and marking matrix shall be shortlisted by the Committee.
- d) The SBI may consider inspecting the projects and calling for confidential reports from their clients prior to shortlisting and inviting for presentation for the project.
- e) The PMC submitting the requisite papers/ documents/drawings/Models etc. shall be invited for making a presentation before competent Committee constituted by the SBI.
- f) A committee will evaluate the proposal and the presentation of the proposed approach, methodology and technical capabilities of the PMCs and shortlist the PMCs as per the laid down criteria. The decision of the Committee shall be final and binding on the PMCs.
- g) The online Price/Commercial Bid of only those PMCs shall be opened who will participate in the Presentation.
- h) The Technical Bid and Commercial/Price Bid will have weightage of 70 and 30 marks respectively.

**7. Presentation:**

- a) PMCs shortlisted for participating in presentation will have to present their scheme of proposals/drawings/plans/visuals/3D Views etc. to the committee on the date to be advised by SBI separately.
- b) Each PMC will be given about 15 to 20 minutes time for making presentation. After presentation the committee members will interact with the PMC to understand presentation.
- c) To participate in design competition, the PMCs will have to attend the event on their own expenses.
- d) The exact timing of start of time slot shall be intimated to PMCs separately.
- e) The design brief can be seen in scope of work for the project.
- f) The detailed presentation by the eligible BIDDERS will be held on the date and venue intimated to the concerned BIDDERS. The presentation will be part of technical bid and will be evaluated accordingly. Presentation shall broadly include:

as per the annexure B:

- Past project with focus on special features
- Quality aspect along with some photos
- Special management techniques that might be have been used to execute the project speedily and with initial budget cost
- Typical project schedule of past projects of similar nature (preferably qualifying projects)

**Project management approach for this project**

- work plan including time schedule
- Quality assurance
- HSE /Risk System
- Project organization
- Responsibility of key personal
- Overall Presentation, Interpretation of presentation Concept, Interaction on concept and response to queries of the committee members
- Technical approach and Methodology towards this project with respect to the nature of technology, structure, orientation, kind of finish, approaches for green building, sustainability, energy efficiency/ overall savings safety measures, innovations etc. and innovative idea if technology/ PEB /Modular construction.

8. Based on the presentation proposal, their capability and capacity shall be evaluated and rated by the competent committee of SBI including some independent external members (if required), on various Parameters and marking matrix as per **ANNEXURE - B** for the purpose.

**9. Financial bid**

- a) The perspective PMC are required to submit their price bid in the specified format as per Annexure 'H' in separate sealed Envelope.
- b) The Price/Commercial Bid of only those PMC shall be opened/ entertained who will participate in the Technical Presentation against Specific Invitation from SBI.
- c) The price Bid shall be opened only after successful completion of the Technical Presentation and its Evaluation by the Competent Committee.

**10. Professional Fee:**

While quoting the professional fee for the project, the PMC are as advised to consider the following:

- i) The PMCs are required to quote professional fee (excluding GST) for the Project Management Consultancy Services in the Price Bid. The quote will be



in % of the actual project cost quoted by the EPC contractor.

- ii) The total professional Fee (i.e. Fee towards PMC) can be quoted by the perspective PMCs within following limits: -

**Upper cap (Maximum) @ 2% of the Actual project cost**

- (a) No professional fee shall be payable to the perspective PMC's for the bought-out items which are directly procured by the SBI.
- (b) The perspective PMC shall support to L-1 EPC contractor builder or their Architect for obtaining all mandatory building permissions/approvals (Essential for commencement of construction at site) and its periodical renewal, seeking completion/occupancy certificates after completion of project etc. from the respective department/authorities including necessary liaison for procuring such permissions within the quoted professional fee only. However, any Govt. fee /charges payable to the respective Govt authorities against Govt's demand note/challan/Map fee etc, shall be paid by the SBI against production of original copies of such demand note/challans.
- (c) The selected PMC shall undertake to permit SBI for deductions of the following sums from the total fee becomes payable to them for the project as per the Fee structure and rate approved and accepted by the Bank:-
  - (i) Deduction on account of TDS & GST TDS as per applicable rules of Government.

**11. Award of Contract:**

- a) The firm which gets highest marks (obtained in technical and commercial bid put together) will be decided as the prospective PMC for further decision on awarding of contract.
  - b) SBI may reject any/all the bids received without assigning any reason whatsoever.
  - c) Validity period of bid: 120 days shall be the validity period of bid from the date of opening of Price/Commercial Bid.
12. On award of the contract, the Firm will be expected to take up/commence the assignment within 15 days of time.
13. If the performance of the PMC at any stage of the project is not found satisfactory or in the interest of the Bank, the SBI will have the right to terminate the agreement by giving one months' notice in writing and in such an eventuality, no claim for any compensation/Fee for the balance work shall be considered. However, their dues shall be settled as per provisions contained in the standard agreement for the purpose, in proportion to the services actually rendered.



14. SBI will have right to change scheduled date of any of the events specified in this EOI. Revised date will be displayed on our website or communicated separately.
15. Any corrigendum in this EOI shall be intimated through announcement at Bank's official website or through registered email only. The prospective PMCs are requested to peruse Procurement News section of our Bank's website Bank.sbi on time to time till the process of selection of PMC gets over.
16. Officials of SBI/ Bank may visit office of the PMC, sites of project completed by PMC and office of those clients to verify information submitted by PMC in technical bid. In case it is found that PMC has submitted misleading information in technical bid, the candidature of such PMC(s) will be dismissed. SBI will have discretion to seek confidential report from previous clients of the PMC and in case of any negative report/feedback, the SBI may take action as deemed fit.

17. **Scope of services:**

SBI proposes to engage services of Project Management Consultant for Proposed Construction Residential & Commercial outfits at Hinjewadi, Pune, Maharashtra. This will be a 'State of Art' design having all modern amenities and will comply / have features of 'Green' and Energy Efficient Building.

- 17.1. SBI intends to commence and complete the works in all respects viz. ready for occupation within a maximum time span of **24 months** from the date of work order to L-1 EPC contractor.
- 17.2. The proposed PMC will take up all further necessary work on the project including support to the L-1 contractor for obtaining Municipal and other mandatory permissions, NOCs, occupation / completion certificate required to be obtained from the local Authorities viz. PMC, Municipal Corporations, Town & Country Planning Department and any other State / Central Government / Statutory authorities etc. as applicable including obtaining occupation and completion certificate from PMC/Govt. authorities within the specified time frame.
- 17.3. The time is the essence of the contract and the duties of the PMC will be governed by the standard agreement (sample of proposed agreement can be inspected at this office during Office hours) to be executed with SBI by the successful PMC.

17.4. **The role and responsibilities of the PMC will broadly include:**

**a) Pre-construction Stage before EPC contractor Selection Phase**

**i) Preparation of Preliminary Design and Block Estimate**

PMC shall arrange to prepare the preliminary drawings and designs based on the Bank's requirement and the local municipal norms which will be baseline for the contractor to develop detailed architectural drawings. Based on the conceptual design, PMC shall work out the block estimate for the project with reference to CPWD PAR /prevailing market rate.

**ii) Preparation of Tender documents for Selection of EPC Contractor**

PMC shall prepare comprehensive EOI/ tender documents, including technical specifications, eligibility criteria and evaluation methodology complying CVC guidelines, incorporating clauses for integrity pact, transparency etc. in consultation with the committee of SBI.

**iii) Bid Evaluation and Selection**

- Provide technical assistance in the evaluation of bids received for the selection of EPC contractor.
- Prepare, develop suitable format or modify the available format, scope of work and submission requirements for the design competition / presentation.
- Conduct design presentation /competition as part of the tender evaluation criteria.
- Develop evaluation criteria and weightage for the Quality & Cost Based Selection (QCBS) selection including various aspects like experience, innovation, design, suitability, aesthetics, compliance with project requirements, etc.
- Technical bid scrutiny based on the evaluation strategy stated in the tender documents.
- Preparation of the comparative statements and recommending the most suitable bidder (QCBS based).
- Submitting the project technical report based on the successful bidder & recommending to the Bank for financial sanction.

**b) Pre-construction Stage post selection of EPC contractor (L-1)**

**i) Issuing the Letter of Intent (LOI)**

The PMC has to arrange for issuing LOI to the successful bidders including followings: -

- Project details
- Intent to Award subject to fulfillment of specified preconditions.
- Contract Value
- Design and Scope obligations List of conditions to be fulfilled before award of

Work and formal contract signing such as Submission of ASD & ISD, Finalization of detailed designs, MEP etc

- Project timeframe including key milestones.

**ii) Design review and Validation**

- Review the detailed design prepared by the L-1 EPC contractor to ensure it meets the tender specifications, regulatory requirements and applicable quality standards.
- Validate the structural, architectural and MEP (mechanical, electrical, plumbing) designs ensuring the constructability and value engineering.
- PMC shall ensure that the Contractor's designs align with the technical specifications and Bank's requirements as outlined in the tender.
- Recommend necessary modifications in consultation with the user department and concerned project engineer from the Bank, within a defined timeframe.

**iii) Planning and Scheduling**

- Validate the overall project schedule submitted by the L-1 EPC contractor.
- Develop a detailed project management plan including risk assessment and mitigation strategies.

**iv) Issuing Work Order to the L-1 Contractor**

- Issuing work order subject to fulfillment of all mandatory requirements as stipulated in LOI including obtaining all necessary statutory approvals, permissions from local authorities for architectural drawings, fire NOC, Third party vetting of structural designs etc by the EPC contractor.

**c) Broad Scope of Work during Construction Phase**

- i. Construction supervision and Monitoring
  - ii. Quality Assurance and Control
  - iii. Coordination among all stakeholders
  - iv. Reporting & MOM
  - v. Measurement of executed quantities
  - vi. Verification of bills and its recommendations to the department.
  - vii. Conducting periodical testing of materials & submission of reports
- 
- i. The PMC will support to EPC L-1 contractor on behalf of the Bank for obtaining all required approvals, NOCs, building permission / commencement certificate / Building / Municipal Permission from the PMC / local Municipal Corporation, Town & Country Planning department, Aviation, Pune Electricity Board, Electrical Inspector, Lifts/Elevators Inspectors/CEA/CPCB/ Fire department and any other Govt. / Statutory Authorities for commencing of the project , building completion / Occupation Certification and any other permission as applicable for establishment. However, all such building permissions shall be procured by the L-1 contractor in a



time bound manner as per the agreement with the Bank.

- ii. The responsibility for liaising with all Govt. departments/authorities responsible for issuance of such mandatory permissions shall remain within the scope of services of the EPC L-1 contractor within their contract value and no extra charges toward liaising etc. shall be payable for the same except reimbursement of govt charges / fee payable against production of receipt /challans in respect of deposits made with the competent authorities, if any.
- iii. Scrutiny of detailed design of all internal and external services such as electrical, AC, plumbing, water supply, lifts, firefighting / horticulture, EPABX / Networking, Building Management System, etc. submitted by EPC Contractor.
- iv. Most of the features applicable for 'Green building' such as energy conservation, use of solar and other renewable sources of energy, use of natural light to the maximum extent etc. will have to be taken into account during planning, design, and execution stages.
- v. Preparation of 2/3 alternatives for 3D view / elevation / its 3D presentation of Visual Walk Through for its approval by SBI.
- vi. Submitting PERT CHART / Bar Chart through Project management Software (MS Project/Primavera) incorporating all the activities required for the completion of the project well in time.
- vii. Preparation of block estimates as per CPWD PAR, draft tenders and advising panel of EPC contractor to SBI.
- viii. Preparing documents for pre-qualification and empanelment of EPC contractor, scrutinizing prequalification applications, submitting recommendations for prequalification of EPC contractor for the project after inspection of work sites/office of various shortlisted EPCs and extending all assistance to the SBI in finalizing the list of qualified EPC Contractor by following elaborate procedure / norms laid down as per CVC guidelines.
- ix. Preparing detailed tender documents/notices for various trades including Articles of agreement, special conditions, general conditions of contract, tentative specifications, bill of quantities (BOQ), time and progress charts, etc. and seeking approval for the same from SBI based on approved estimates by SBI.
- x. Calling of competitive tenders each trade-wise at appropriate time from the pre-qualified EPC contractor. Required sets of tender documents will have to be prepared by the PMC themselves at no extra cost to SBI.
- xi. Detailed scrutiny of the tender received including preparation of the comparative statement etc. and submission of recommendations for acceptance or otherwise, of the tender of successful PMC, placing of work order etc.

- xii. Complete role of Project Management Consultancy (PMC) will also be played to ensure both qualitative and quantitative aspects of the project and would include day to day supervision of work through a team of various experienced Engineers led by a Project Manager to be posted at the site (within the professional fee mutually agreed only) and who will be overall responsible for smooth and timely completion of all works within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the PMC.
- xiii. The PMC work will broadly include quality control during execution of project recording of measurements, verification of running account, final bills of contractors, finalization of accounts, extra / deviated items, rate analysis, maintaining various registers as per CVC / Bank's guidelines at site, preparation of bar chart, CPM networks and its updating for monitoring progress etc. The collection of samples of various materials is being used at the site and arranging for its testing through approved laboratories / institutes will have to be done and proper record / registers need to be maintained at site.
- xiv. Ensuring day to day supervision of works, recording measurements, ensuring daily check on quality and specifications of the work being executed, ensuring on site / laboratory testing of materials as per contractual provisions and maintaining record thereof, ensuring compliance with all other standards etc. by deploying minimum 3 full time qualified Site Engineers (engineering graduate of civil & electrical branch with minimum 5-8 year site experience) for all works and services at their own cost within the fee payable.
- xv. Conducting thorough scrutiny and certification of EPC contractor's bills/stage wise payment of EPC contractor including on site verification of 100% measurement for its correctness besides certifying execution of quality work strictly as per tender specifications, issuing periodical recommendations and certificates for payments to enable SBI to make payments to the EPC contractor and adjustments of all accounts between the EPC contractor and the SBI.
- xvi. The PMC shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the PMC to check the measurements of various items to the extent of 100% of each item of work claimed, in each running bill.
- xvii. The effective communication between various agencies / vendors contractors will have to be ensured by the PMC. The problems / hindrances / bottlenecks need to be sorted out / removed by arranging site meetings of all concerned including employer (SBI) and record of such meetings, decisions taken etc. need to be maintained in a chronological manner kept in a separate register.
- xviii. During the defect liability period carrying out periodical inspection along with representatives of SBI/ SBI and contractor, preparation of defects list and arrange for its rectification from contractor.

- xix. To advise EPC Contractor for Preparation of 'As Built' drawings including those for all services and 2 sets of such drawings laminate and in the form of a CD/pen drive (soft copy) will have to be prepared and submitted to SBI.
- xx. The Bank's project comes under Technical Audit by the Chief Technical Examiner's (CTE) Organization of Central Vigilance Commission. The PMC will assist the Bank in submission of reply to CTE's queries, if any and compliance of their observations.
- xxi. They shall perform all the services and discharge the obligations with due diligence, efficiency and economy in accordance with the generally accepted professional standards and practices.
- xxii. The PMC shall act as faithful advisor and shall at all time support and safeguard legitimate interests of the SBI.
- xxiii. The PMC shall not accept any commission, discount etc. in connection with the activities to benefit himself.
- xxiv. All the activities mentioned in the scope of work shall be carried out in consultation with and approval of SBI team.
- xxv. The PMC shall assist the employer (SBI) in sending suitable replies to queries raised by CTE's/IEMS.
- xxvi. The list of duties mentioned above is only indicative and the PMC will have to assume full responsibility for timely completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workman like manner in all respects till its occupation within the agreed time schedule and cost by following laid down norms / procedure of SBI and guidelines of CVC in an open and transparent manner to the satisfaction of the Bank and towards achieving this goal whatever is required to be done will have to be arranged by the consulting firm with the approval of SBI.

18. i) **Letter of Intent:**

Within the validity period specified in this EOI, the SBI shall issue a letter of intent (LOI) to the selected PMC by registered post at their address or through their registered email ID as given in the bid documents to enter into an Agreement in the Bank's prescribed format for taking up the project as PMC. The letter of Intent shall constitute a binding contract between the SBI and the PMC.

**ii) Contract Agreement:**

On receipt of LOI from the SBI the selected PMC shall, within fifteen days, arrange to execute an agreement with the Bank in the prescribed format on non-judicial stamp paper of appropriate value.

**19. Assignment and subletting**

The PMC shall not directly entrust and engage or indirectly transfer, assign or underlet the Project or any part or share thereof or interest therein to any other PMC without the written consent of the SBI and no undertaking shall relieve them from the responsibility of active & superintendence of the work during its progress. Wherever, the in-house expertise is not available with the PMC, they shall engage professionally qualified Architects for Structural / Electrical / Lifts / Firefighting / HVAC and other similar specialized professional service required for the verification of project within the approved professional Fee as per agreement other than structure design which shall be done by the EPC contractor through their structural consultant shall be duly checked by the PMC for its stability, safety and economy. However, responsibility in all matters pertaining to the project shall remain with PMC.

**20. No compensation on restrictions of work**

The SBI shall be at liberty to abandon or reduce the scope of professional services of the PMC for the reasons whatsoever including unsatisfactory performance or inordinate delay in rendering professional services in the project. In such an eventuality, the PMC shall have no right to claim any payment/ compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

**21. Fraud & Corrupt Practices**

21.1. The PMC and their respective employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the SBI shall reject an Application without being liable in any manner whatsoever to the PMC, if it determines that they have, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.

21.2. Without prejudice to the rights of the SBI hereinabove, if it is found by the SBI that a PMC have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process or during any course of the project, such PMC shall not be eligible to participate in any EOI issued by the SBI for any prospective EOIs/ bids or such period as may be decided by the SBI.



21.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- a. **“Corrupt practice”** means
  - (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the SBI who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SBI, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or
  - (ii) Engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the SBI in relation to any matter concerning the Project.
- b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.
- c. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process.
- d. **“Undesirable practice”** means
  - (i) Establishing contact with any person connected with or employed or engaged by the SBI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or
  - (ii) Having a Conflict of Interest.
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among PMCs with the objective of restricting or manipulating a full and fair competition in the Bidding Process/ Techno commercial evaluation of the EPC contractor.

## **22. Termination for Default**

- 22.1. The SBI, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the PMC, may terminate the Contract in whole or in part:
- a. if the PMC fails to deliver any of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the SBI; or
  - b. if the PMC fails to perform any other obligation(s) under the contract; or
  - c. laxity in adherence to standards laid down by the SBI; or
  - d. discrepancies/deviations in the agreed processes; or
  - e. violations of any of the terms and conditions stipulated in this EOI.
  - f. if the PMC fails to open their office locally at Pune within the timeline specified in this EOI.
- 22.2. In the event the SBI terminates the Contract in whole or in part for the breaches attributable to the PMC, the SBI may engage, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, at the cost of PMC and shall be liable to the SBI for any increase in cost for such similar Services. However, the PMC shall continue to provide all their professional services to the extent same are not terminated as per agreement
- 22.3. If the contract is terminated under any termination clause, the PMC shall handover all design documents/ executable/ SBI's data or any other relevant information to the SBI in timely manner and in proper format/soft copies as well as hard copies as per scope and shall also support the orderly transition to another PMC or to the SBI as decided by the SBI.
- 22.4. During the transition, the PMC shall also support the SBI on technical queries/support on process implementation.
- 22.5. The SBI's right to terminate the Contract will be in addition to the penalties and other actions as deemed fit.
- 22.6. In the event of failure of PMC to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the SBI at its sole discretion may make alternate arrangement for getting the Services contracted with another PMC. In such a case, the SBI shall give prior notice to the existing PMC. The existing PMC shall continue to provide services as per the terms of Contract until a 'New PMC completely takes over the work. During the transition phase, the existing PMC shall render all reasonable assistance to the new PMC within such period prescribed by the SBI, at no additional cost to the SBI, for ensuring smooth switch over and continuity of services.

## **23. Force Majeure**

- 23.1. Neither contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- 23.2. As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 23.3. From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 23.4. Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

## **24. Termination for Insolvency**

The SBI may, at any time, terminate the Contract by giving written notice to the PMC, if the PMC becomes Bankrupt or insolvent or any application for Bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the PMC, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the SBI.

## **25. Termination for Convenience**

The SBI, by written notice of not less than 30 (Thirty) days sent to the PMC, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the SBI's convenience, the extent to which performance of the PMC under the Contract is terminated, and the date upon which such termination becomes effective.

## **26. Governing Language**

The governing language shall be English.

## **27. Taxes and Duties**

- 27.1. The PMC shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the PMC shall include all such taxes (excluding GST) in the approved professional Fee.
- 27.2. Price Bid quoted should be inclusive of all Central / State Government taxes/duties and levies but exclusive of GST.
- 27.3. Fee payable to the PMC as stated in the Agreement shall be firm and not subject to adjustment during execution of the Project, irrespective of reasons whatsoever, including exchange rate fluctuations etc.
- 27.4. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this process shall be borne by the PMC.

## **28. Tax deduction at Source**

- 28.1. Wherever laws and regulations that require deduction of such taxes at the source of payment, the SBI shall affect such deductions from the payment due to the PMCs. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the SBI as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the PMCs from his responsibility to pay any tax that may be levied in India on income and profits made by the PMCs in respect of this contract.
- 28.2. The PMCs staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the PMCs shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

## **29. Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing/ scanned and confirmed in writing/scanned to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

## **30. Transition Plan**

In the event of failure of the PMC to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the SBI at its sole discretion may make alternate arrangement for getting the Services contracted with another PMC. In such case, the SBI shall give prior notice to the existing PMC.

The existing PMC shall continue to provide services as per the terms of Contract until a New PMC completely takes over the work. During the transition phase, the

existing PMC shall render all reasonable assistance to the new PMC within such period prescribed by the SBI, for ensuring smooth switch over and continuity of Professional Services.

**31. Compliance with Laws**

It shall be the sole responsibility of PMC to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by PMC as envisaged under this. PMC through EPC contractor shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws towards its Services throughout the currency of the Contract.

The PMC would indemnify/make good for the losses to the SBI for non-compliance or any claims against the SBI arising out of any non-compliance as above.

**32. Non-Hire and Non-Solicitation**

During the term of the Contract and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so, without the specific written consent of the other party.

**33. Payment Terms**

The payment will be based on the final agreed percentage on the bills cleared for L-1 EPC contractor.

Signed as token of acceptance

Signature of PMC with seal Date:

Place:



## **SAMPLE BUISNESS RULE DOCUMENT**

### **EXPRESSION OF INTEREST (EOI) FOR PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF RESIDENTIAL & COMMERCIAL OUTFITS AT HINJEWADI, PUNE.**

#### **(A) Business rules for E-tendering:**

1. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
2. In case of e-tendering, SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
3. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
4. Contractors have to send by an email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
5. The Contractors will be required to submit the various documents in sealed Envelope to the office of SBI at the address mentioned hereinbefore by the stipulated date i.e. (1) Hard Copy of Technical Bid duly signed and stamped on each page (2) Demand Draft of specified amount of EMD. Contractors not submitting any one or more documents shall not be eligible to participate in the on-line price bidding.
6. E-tendering will be conducted on scheduled date & time as stated in this EOI.
7. **The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

#### **(B) Terms & conditions of E-tendering:**

SBI shall finalize the Tender through e-tendering mode for which M/s. E-Procurement Technologies Ltd. has been engaged by SBI, as an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBI through M/s. E-Procurement Technologies Ltd., on pre-specified date & time. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity/ technical glitch etc, (due to any reason whatsoever it may be) it shall be the sole responsibility of the bidders. In order to

ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBI is not responsible for any such eventualities.

2. M/s. E-Procurement Technologies Ltd., shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. **BID PRICE:** The Bidder has to quote the rate as per the Tender Document provided by SBI their appointed Architects.
5. **VALIDITY OF BIDS:** The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. Procedure of E-tendering:

i. **Online E-tendering:**

- (a) The NIT & Technical bid available on the Bank's website during the period specified in the NIT.
- (b) Online e-tendering is open to bidders who are qualified for participating in the price bidding as provisions mentioned herein above through SBI approved Service Provider.
- (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their percentage on the project cost.
- (d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
- (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.



7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. E-Procurement Technologies Ltd. The Bidders are requested to change the Password after the receipt of initial Password from M/s. E-Procurement Technologies Ltd. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
8. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD.
9. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
10. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
13. OTHER TERMS & CONDITIONS:
  - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
  - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
  - SBI decision on award of Contract shall be final and binding on all the Bidders.
  - SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
  - SBI or its authorized service provider M/s. E-Procurement Technologies Ltd. shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

- SBI or its authorized service provider/s. E-Procurement Technologies Ltd. is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service M/s. E-Procurement Technologies Ltd. will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s. E-Procurement Technologies Ltd.
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

**SIGNATURE OF THE CONTRACTOR  
WITH SEAL**



**(D) Process Compliance Statement (Annexure II)**

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

To,  
E-Procurement Technologies Ltd. (Auction Tiger)  
B-704 Wall Street - II,  
Opp. Orient Club,  
Nr. Gujarat College, Ahmedabad - 380 006.  
Gujarat State, India

Sub: **EXPRESSION OF INTEREST (EOI) FOR PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF RESIDENTIAL & COMMERCIAL OUTFITS AT HINJEWADI, PUNE.**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document

**This letter is to confirm that:**

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the tendering event.
- 5) We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.**
- 6) We also confirm that we will mail the price confirmation / break up of our quoted price within 24 hours of the completion of the bid/ reverse auction and the format as requested by SBI/ETL.
- 7) We, hereby confirm that we will honor the Bids placed by us during the E-tendering/ auction process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:



## ANNEXURE – B

### PARAMETERS FOR DESIGN TECHNICAL COMPETITION

#### SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF RESIDENTIAL & COMMERCIAL OUTFITS AT HINJEWADI

#### (A) BRIEF TECHNICAL PARAMETER FOR EVALUATION BEFORE DESIGN COMPETITION (TOTAL MARKS-70)

SN	Broad criteria/ Technical parameter	Maximum Marks
1	Number of technical staff (Architects and Engineers) in main office (on pay roll): Up to 20 staffs = 4 Marks, More than 20 and up to 35 = 5 Marks, More than 35 and up to 75 = 7 Marks More than 75 and up to 100 = 7 Marks More than 100 = 10 Marks	10
2	Experience of the firm, up to 7 yrs = 3 Marks more than 7 yrs and up to 15 yrs = 5 Marks, more than 15 yrs and up to 20 yrs = 8 Marks, more than 20 yrs = 10 Marks	10
3	Maximum value (Project Cost) of any single project handled in the last 7 years as on 31.07.2025, up to Rs 130 crores = 5 Marks, More than 130 crores and up to 260 crores = 7 Marks, More than 260 crores and up to 325 Crores = 8 Marks, More than 325 crores = 10 Marks	10
4	Experience with PSU/ Public Sector Bank/Public limited (Listed) Company/Govt. completed in the last 7 years as on 31.07.2025 One Project of at least 100% of the proposed project cost (108 Cr) = 15, One Projects of at least 80% of the proposed project cost = 12, Two or more Projects of at least 50% of the proposed project cost = 10, Three or more Project of at least 40% of the proposed project cost = 5	15
5	Having Local Office at Pune. Full Fledged Office = 5 Marks, Branch Office = 3 Marks, No. Office = 0 Marks	5
6	Performance Certificate from Existing Clients a. Excellent = 10 Marks b. Good = 08 Marks c. Satisfactory = 06 Marks	10

SN	Broad criteria/ Technical parameter	Maximum Marks
7	Certification level in green / energy saving building in LEED/ GRIHA/ IGBC rating system in any building (having project cost of Rs. 130 Cr or above) completed in the last 7 years as on 31.07.2025: a. Green certified 05 or more projects = 10 Marks b. Green certified 04 or more projects = 08 Marks c. Green certified 03 or more projects = 06 Marks d. Green certified 02 or more projects = 04 Marks	10
	<b>TOTAL</b>	<b>70</b>

**(B) BRIEF TECHNICAL PARAMETER FOR EVALUATION OF PRESENTATION MADE BY PMC (TOTAL MARKS 30)**

**APPROACH AND METHODOLOGY (to be presented before evaluation committee)**

Mark to be allotted by BANK's evaluation committee / team on the basis of presentation made by The BIDDER on the following parameters:

SN	Broad criteria / Technical parameter	Maximum Marks
1	Past project with focus on special features	2 Marks
2	Quality aspect along with some photos	3 Marks
3	Special management techniques that might be have been used to execute the project speedily and with initial budget cost	2 Marks
4	Typical project schedule of past projects of similar nature (preferably qualifying projects)	3 Marks
	<b>Project management approach for this project</b>	
5	work plan including time schedule	1 Marks
6	Quality assurance	1 Marks
7	HSE /Risk System	1 Marks
8	Project organization	1 Marks
9	Responsibility of key personal	1 Marks
10	Overall Presentation, Interpretation of presentation Concept, Interaction on concept and response to queries of the committee members	5 Marks
11	Technical approach and Methodology towards this project with respect to the nature of technology, structure, orientation, kind of finish, approaches for green building, sustainability, energy efficiency/ overall savings safety measures, innovations etc. and innovative idea if technology/ PEB /Modular construction.	10 Marks
	<b>TOTAL MARKS:</b>	<b>30</b>

The PMC who score maximum marks put together for technical bid and price bid shall be considered for selection.

The marks evaluated in the Technical & Design Presentation shall be converted into 70 marks.

Technical mark =  $\frac{\text{Technical marks obtained to particular bidder}}{\text{Maximum Technical marks obtained among bidders}} \times 70$

**Marks in the price bid will be evaluated as under:**

The lowest offer shall be treated as base and shall be given 30 marks.

**Example** of calculation of marks for price bid will be as under:

Financial bid quotes of four PMC's are as follows

- (i) A : 1.00 % of the cost of the project
- (ii) B : 1.50 % of the cost of the project
- (iii) C : 2.00 % of the cost of the project
- (iv) D : 2.5 % of the cost of the project

$$\text{Financial mark} = \frac{\text{Lowest Bided percentage}}{\text{Percentage quoted by bidder}} \times 30$$

The marks will be as under

- (i) A :  $1.00 \times 30 / 1.00 = 30$
- (ii) B :  $1.00 \times 30 / 1.5 = 20$
- (iii) C :  $1.00 \times 30 / 2.00 = 15$
- (iv) D :  $1.00 \times 30 / 2.5 = 12$

Signature, Name and Seal of PMC

With Date and Place

**Please pay attention: -**

Henceforth you will have to fill information in various forms. While doing so please keep in mind following things:

- Information to be furnished should be crisp, to the point and precise.
- Please do not keep any field blank. In case nothing has to be filled in a particular field then please write 'Not Applicable' there.
- Supporting documentary evidences are needed for claims made in the Proposal. Please keep copies of all these documents ready. Arrange them in order of appearance of their reference in the Proposal. Write Annexure number in serial order on these documents in top right corner of document in bold letters. Annexed the set of these documents at the end of the Proposal. Please mention correct Annexure Number at relevant pages of the Proposal. This will help us to evaluate the bid quickly.
- There is possibility that same document has to be mentioned as evidence at more than one place in the Proposal. In that case keep only one copy of that document and mention that particular Annexure Number at every place where that particular document needs to be referred.
- The certificates furnished from the client regarding experience, completion etc should clearly mention particulars of the project, scope of services offered by the PMC, actual project cost, date of completion of project, existence of green building features and opinion of client on quality of services rendered by the PMC.

**FIRM - PROFILE**
**SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF RESIDENTIAL & COMMERCIAL OUTFITS AT HINJEWADI**

1	Name of the Firm	
2	Address	
3	Telephone No. with STD code& Mobile Number	
4	Fax No with STD code	
5	Primary e-mail address	
6	Alternate e-mail address	
7	Constitution of the Firm (Proprietorship Firm/ Partnership Firm/ Private Limited Company/ Public Limited Company)	
8	Date of Establishment	
9	Name of document of evidence of establishment like certificate of incorporation and its number (if any) and date of issue	
10	Annexure number of documents mentioned in col (9)	
11	Please mention PMC work done before 31.07.2025	
12	Annexure number of documents in evidence of information submitted in col (11)	
13	Name of proprietor / Partners / Directors	

14	Registration Number(s) with "Council of Architecture" if any			
15	Annexure number of copies of registration certificate mentioned in col (14)			
16	Goods & Service Tax registration number			
17	Annexure number of GST registration certificate			
18	Service Tax/ GST paid during last 3 years (amount in lacs)	Year ended on	Tax paid	
		31.03.2023		
		31.03.2024		
		31.03.2025		
19	Annexure number of certificates issued by chartered accountant for supporting information mentioned in col (18) or any other evidence in that regard			
20	Turnover of the firm during last 3 years (amount in lacs)	Year ended on	Turnover	
		31.03.2023		
		31.03.2024		
		31.03.2025		
21	Annexure number of certificates issued by chartered accountant for supporting information mentioned in col (20) and audited P&L statement in that regard			
22	Number of Architects/ Engineers who are promoters or permanent employee of the firm (These numbers should tally with details being given in Format VII and VIII)	Architects	Engineers	Total
23	Annexure number of lists of office equipment owned by the firm			

24	Address of registered Pune office (if any)	
25	If firm is not having office in Pune, then indicate the time by which it is likely to open an office thereat	
26	Details of Bank account of firm	
	Account name (exactly as it appears on statement of account)	
	Account number	
	IFSC	
	Name of Bank	
	Branch name and branch code	
27	Name and designation of executive of the firm to whom Bank can contact for seeking information	
28	Mobile number of above contact person	
29	Annexure number of latest income tax clearance certificate	

Signature of the PMC with Seal Date:  
Place:

**BIO-DATA OF THE PARTNERS / DIRECTORS**

**SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PROPOSED  
CONSTRUCTION OF RESIDENTIAL & COMMERCIAL OUTFITS AT HINJEWADI**

**Use separate form for each partner/director.**

1	Name	
2	Designation/position	
3	Associated with the firm since	
4	Date of Birth	
5	Professional Qualification	
6	Professional Experience	
7	Professional Affiliation	
8	Details of Membership	
9	Detail of the papers published in Magazine (s) (If enclosed in separate sheet then indicate Annexure number)	
10	Annexure number of document evidencing association with the firm like partnership deed etc	

Signature of the PMC with seal Date:

Place:

**TECHNICAL STAFF (ARCHITECTS/ ENGINEER)**

**SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PROPOSED  
CONSTRUCTION OF RESIDENTIAL & COMMERCIAL OUTFITS AT HINJEWADI**

•

Use separate form for each Executive

1	Name	
2	Designation/position	
3	Associated with the firm since	
5	Professional Qualification	
6	Professional Experience	
7	Field of expertise	
8	Contact number	
9	e-mail Id	
10	Annexure number of document evidencing employment with the firm like EPF contribution etc	

Signature of the PMC with Seal Date:

Place:

**DETAIL OF MAJOR BUILDING CONSTRUCTION**  
Completed during the last 7 years (as on 31.07.2025)

- i) **Use separate sheet for each work.**
- ii) **Mention only completed projects.**
- iii) **Mention only those projects which you want bank to consider to judge your eligibility and awarding marks.**

1	Name and address of the Client	
2	Client's status like Public Sector Organization / Public Sector Bank/ Government Department	
3	Name of Project	
4	Description and nature of work	
5	Location of the building with complete address	
6	Job assigned to Architect in the project like Design/ PMC etc	
7	Estimated value of project (Rs in Cr)	
8	Final value of Project (Rs in Cr)	
9	Scheduled date of start of project	
10	Scheduled date of completion of project	
11	Actual date of start of project	
12	Actual date of completion of project	
13	Reasons of cost/ time over run, if any	
14	Number of stories	
15	Height of building from ground (in meters)	

16	Number of basement (s)	
17	Annexure number of side elevation/sectional elevation showing number of basement and height of building	
18	Has client certified that the building is having Green / Energy Saving features	Yes/ No
19	Annexure number of letters received from the client regarding award of work.	
20	Annexure number of letters received from the client regarding successful completion of work.	

Note:

- (a) The work should have been executed by the firm under the name in which they are submitting the application.
- (b) The Bank will obtain the confidential report from the previous clients and the Architect shall not object the same.

Signature of the PMC with Seal Date:

Place:

**LIST OF PENDING ARBITRATION/LITIGATION/SUITS WITH PREVIOUS CLIENTS**

SELECTION OF

SR. NO .	NAME OF PROJECT WITH NAME OF CLIENT	PENDING SINCE	REASONS FOR PENDING	ANNEXURE NUMBER OF  SUPPORTIN G DOCUMENT

Signature of the PMC with Seal Date:

Place:

**LIST OF ANNEXURES**  
**(Use additional sheets if necessary)**

[illegible]

**PRE-CONTRACT INTEGRITY PACT**  
(TO BE STAMPED AS AN AGREEMENT)

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ..... day of the month of 2025,

between, ,

The State Bank of India (a body corporate incorporated under the State Bank of India Act, 1955) having its Corporate Center at State Bank Bhavan, Nariman Point, Mumbai and one of its Local Head Offices being the Maharashtra Circle through its.....Department / Office at ..... (Hereinafter called the "SBI", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

and

M/s represented by Shri ..... MD & Chief Executive Officer (hereinafter called the " PMC having its registered office at \_\_\_\_\_ and Pune office at \_\_\_\_\_ which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS, the SBI proposes to appoint a PMC for proposed construction of residential & commercial outfits at Hinjewadi, and the PMC is willing to offer/has offered the services, and ;

WHEREAS the PMC is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the SBI is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India, Maharashtra Circle.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the SBI to obtain the desired service / Equipment/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling PMCs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the SBI will commit to prevent



corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the SBI**

- 1.1. The SBI undertakes that no official of the SBI, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or  
any other advantage from the PMC, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2. The SBI will, during the pre-contract stage, treat all PMCs alike, and will provide to all PMCs the same information and will not provide any such information to any particular PMC which could afford an advantage to that particular PMC in comparison to other PMCs.
- 1.3. All the officials of the SBI will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4. In case any such preceding misconduct on the part of such official(s) is reported by the PMC to the SBI with full and verifiable facts and the same is prima facie found to be correct by the SBI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SBI and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SBI the proceedings under the contract would not be stalled.

**2. Commitments of PMC.**

- 2.1. The PMC commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2. The PMC will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 2.3. The PMC further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with State Bank of India.
- 2.4. Wherever applicable, the PMC shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian PMCs shall disclose their foreign principals or associates, if any.
- 2.5. The PMC confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with the is Bid/contract.
- 2.6. The PMC further confirms and declares to the SBI that the PMC is the original SIs in respect of Equipment / product / service covered in the Bid documents and the PMC has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the SBI or any of its functionaries, whether officially or unofficially to the award of the contract to the PMC, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7. The PMC, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SBI or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8. The PMC will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9. The PMC will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10. The PMC shall not use improperly, for purposes of competition or personal gain, or pass. on 'to others, any -information provided by the SBI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The PMC also undertakes to exercise due and adequate care lest any such information is divulged.

- 2.11. The PMC commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12. The PMC shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13. If the PMC or any employee of the PMC or any person acting on behalf of the PMC, either directly or indirectly, is a relative of any of the officers of the SBI, or alternatively, if any relative of an officer of the SBI has financial Interest/stake in the PMC's firm, the same shall be disclosed by the PMC at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14. The PMC shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SBI.

### **3. Previous Transgression**

- 3.1. The PMC declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify PMC's exclusion from the tender process.
- 3.2. The PMC agrees that if it makes incorrect statement on this subject, PMC can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **4. Sanctions for Violations**

- 4.1. Any breach of the aforesaid provisions by the PMC or any one employed by it or acting on its behalf (whether with or without the knowledge of the PMC) shall entitle the SBI to take all or any one of the following actions, wherever required:
  - i. To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the PMC. However, the proceedings with the other PMC would continue, unless the SBI desires to drop the entire process.
  - ii. To immediately cancel the contract, if already signed, without giving any compensation to the PMC.
  - iii. To recover all sums already paid by the SBI, and in case of an Indian PMC with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a PMC from a country other than India with interest thereon at 2%



higher than the LIBOR. If any outstanding payment is due to the PMC from the SBI in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

- iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the PMC, in order to recover the payments, already made by the SBI, along with interest.
- v. To cancel all or any other Contracts with the PMC. The PMC shall be liable to pay compensation for any loss or damage to the SBI resulting from such cancellation/rescission and the SBI shall be entitled to deduct the amount so payable from the money(s) due to the PMC.
- vi. To debar the PMC from participating in future bidding processes of the SBI or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the SBI. To recover all sums paid, in violation of this Pact, by PMC to any middleman or agent or broker with a view to securing the contract. Forfeiture of Performance Bond in case of a decision by the SBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- vii. Intimate to the CVC, IBA, RBI, as the SBI deemed fit the details of such events for appropriate action by such authorities.

4.2. The SBI will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the PMC or any one employed by it or acting on its behalf (whether with or without the knowledge of the PMC), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.3 The decision of the SBI to the effect that a breach of the provisions of this Pact has been committed by the PMC shall be final and conclusive on the PMC. However, the PMC can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 5. **Fall Clause**

The PMC undertakes that it has not supplied/is not supplying similar service/product/equipment/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar Equipment/product/systems or sub systems was supplied by the PMC to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the PMC to the SBI, if the contract has already been concluded.

**6. Independent External Monitors**

- 6.1. The SBI has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

<b>Shri Otem Dai</b> <b>IAS (Retd)</b> <a href="mailto:otemdai@hotmail.com"><u>otemdai@hotmail.com</u></a>	<b>Shri Satyajit Mohanty</b> <b>IPS (Retd)</b> <a href="mailto:Satyajitmohanty88@gmail.com"><u>Satyajitmohanty88@gmail.com</u></a>
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- 6.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3. The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 6.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the SBI.
- 6.6. The PMC(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the SBI including that provided by the PMC. The PMC will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
- The Monitor shall be under contractual obligation to treat the information and documents of the PMC/Sub-contractor(s) with confidentiality.
- 6.7. The SBI will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8. The Monitor will submit a written report to the designated Authority of SBI/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the SBI / PMC and, should the occasion arise, submit proposals for correcting problematic situations.

7. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the SBI or its agencies shall be entitled to examine all the documents including the Books of Accounts of the PMCs and the PMCs shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PMCs.

9. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. **Validity**

10.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the agreement to the satisfaction of both the SBI and the PMC, including warranty period, whichever is later. In case Architect is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful PMC by the SBI.

10.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

For SBI  
Name of the Officer  
Designation  
Office/Department/Branch

For PMC  
Chief      Executive      Officer



## **LETTER OF UNDERTAKING**

Assistant General Manager (P&E)  
State Bank of India  
Premises & Estate Department,  
State Bank Institute of Learning and Development,  
North Main Road, 78, Lane No. 03,  
Koregaon Park, Pune - 411001

### **SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF RESIDENTIAL & COMMERCIAL OUTFITS AT HINJEWADI**

Dear Sir,

We acknowledge the receipt of your Tender for the captioned project.

We have examined and clearly understood the scope of professional services to be rendered by us in respect of the project of Construction of residential & commercial outfit at Hinjewadi, Pune, Maharashtra. We have also taken into account all the contemplations furnished by SBI in this regard while submitting our proposal for your consideration.

Accordingly, we offer to provide our comprehensive professional services as PMC for the captioned project strictly in accordance with the Scope of work and detailed terms and conditions spelt out in this Tender.

While submitting this Bid, we certify that: -

1. We have adequate experience in providing professional services for Planning, Designing and Supervision of all activities and services pertaining to Construction of residential & commercial outfit at Hinjewadi, Pune, Maharashtra. by engaging EPC contractor for designing and execution of the project.
2. We are equipped with adequate technical expertise and Manpower to plan, design and supervise various activities pertaining to Civil, Plumbing, Electrical, Mechanical, HVAC, Firefighting, Access Control System, Security, BMS and all other services pertaining to the project.
3. We shall be fully responsible to support the L-1 contractor/EPC contractor to carryout necessary liaising at all levels with the respective Govt Departments/ local authorities to procure various mandatory municipal and other local authorities permissions applicable for the project including ensuring its revalidation from time to time at our own cost (Excluding any legal charges payable to the respective authority against the Written demand for issuance/revalidation of such permissions) for the project for commencement, execution and completion of all activities and

services of the project from scratch to Completion and procuring necessary Certificate/Occupancy Certificates from the local Authorities within the specified time.

4. We, further undertake that it will be our sole responsibility to support and assist to L-1 contractor/EPC contractor for submission of required design documents/drawings/papers to the competent authorities and carrying necessary liaison with them to procure all such permission within a reasonable time.
5. We understand that except approved professional fee, the SBI shall not be responsible for making any extra payment to us towards any of the professional and Liaison services pertaining to this project.
6. We also undertake that in case, we are unable (i) to deliver timely professional services in the project to deliver satisfactory pro-rata progress in the project, the SBI shall be at liberty to terminate our agreement at any stage of the project by giving 30 days' notice and no compensation shall be claimed by the us for the services rendered including compensation for the balance work.
7. Wherever, necessary, we undertake that we shall be engaging expert Architects/consultants to cater the requirement of specialized services for the project at our own cost within the professional fee approved by the SBI.
8. The undersigned is authorized to sign on behalf of the consultant and the necessary support document delegating this authority is enclosed to this letter.
9. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this EOI.
10. We confirm that the Price bid pertaining to our Professional Fee for the project submitted by us have been arrived at without agreement with any other PMC of this EOI for the purpose of restricting competition.
11. The rate for Professional Fee quoted in the price Bids are as per the EOI and subsequent clarifications/ modifications / revisions furnished by the SBI, without any exception. Moreover, our Fee approved shall remain firm and fixed till completion of entire project and we shall not raise any claim for any escalation/enhancement in the approved fee structure for the reasons whatsoever.
12. The Professional Fee quoted by us have not been disclosed and will not be disclosed to any other PMC responding to this EOI.
13. We have not induced or attempted to induce any other PMC to submit or not to submit a Bid for restricting competition.
14. If our offer is accepted, we undertake to take up the project immediately and will render our professional services as per the timeline specified in this document.
15. We agree that the SBI may split the scope of services in this project i.e. Principal Project Architect as well as Project Management Consultancy (PMC) to different agencies within its sole discretion. Under such an eventuality, we undertake to manage the project in full coordination with any of the agencies appointed/engaged by the SBI for the successful completion of the project and also undertake the responsibility of pre- qualification of an "EPC contractor" who shall design the project, get Municipal plan approvals and construct the project under supervision of PMC.



16. We undertake that in competing for and (if the award is made to us) in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
17. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
18. We undertake that we will not resort to canvassing with any official of the SBI, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of PMC from further bidding process.
19. We certify that we have not made any changes in the contents of the EOI document read with its amendments/clarifications provided by the SBI submitted by us in our Bid document.
20. It is further certified that the contents of our Bid are factually correct. We also undertake that in the event of any information / data / particulars proving to be incorrect at any stage, the SBI will have the right to terminate our services at any stage of the project without notice.
21. We also understand that SBI reserve their rights to Shortlist any number of PMC firms for participating in the Techno-commercial competition and to accept any or to reject all the Bids without assigning reason there for.
22. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
23. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the SBI to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. However, until such formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Moreover, we shall not withhold our professional services in the project for execution such formal agreement.
24. The name(s) of successful PMC to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the SBI and/or communicated to the successful PMC(s).

We hereby undertake and agree to abide by all the terms and conditions stipulated by the SBI in the EOI document.

Our Bankers are: I)

ii)

The names of partners of our firm are: i)



ii)

Name of the partner of the firm Authorized to sign Or

(Name of person having Power of Attorney to sign the Contract. (Certified true copy of the Power of Attorney should be attached) Yours faithfully,

Signature of PMC

Signature and addresses of Witnesses

i)

ii)