

**NIT NO: HYD /2023-24/15**



**Premises & Estate department, 3rd floor,  
State Bank of India, Local Head Office,  
BANK STREET, KOTI, HYDERABAD -500 001  
Phone No. 040-23466340/336/317, e-mail:  
agmpre.lhohyd@sbi.co.in**

**NOTICE INVITING(2<sup>nd</sup> CALL) APPLICATION FOR PRE-QUALIFICATION FOR LIMITED DESIGN COMPETITION FOR SELECTION OF ARCHITECTURAL CONSULTANCY FIRM (ACF) FOR THE PROPOSED CONSTRUCTION OF BUILDING FOR BRANCH, RASMECC, RACC, RBO MAHABUBNAGAR & LDM OFFICE AT MAHABUBNAGAR, TELANGANA**

**Note: Those who have submitted application in response to earlier advertisement dated: 17.05.2023 need not apply again.**

APPLICATION SUBMITTED BY:

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

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

\_\_\_\_\_

\_\_\_\_\_

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

MOBILE NO. : \_\_\_\_\_

E-MAIL ID : \_\_\_\_\_

## **TECHNICAL BID (ENVELOPE – I)**

State Bank of India invites application from reputed and experienced Architectural Firms/Architects satisfying the eligibility criteria for pre-qualification for Limited design competition for selection Architectural Consultancy Firm (ACF) for the proposed Construction of building for BRANCH, RASMECC, RACC, RBO & LDM OFFICE AT MAHABUBNAGAR, TELANGANA.

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of work	Construction of building for Branch RASMECC, RACC, RBO & LDM office at Mahabubnagar, Telangana.
2.	Availability of Pre-Qualification Application/ Tender documents	Available on Bank's website <a href="https://sbi.co.in/web/sbi-in-the-news/procurement-news">https://sbi.co.in/web/sbi-in-the-news/procurement-news</a> from <b>22.08.2023 to 14.09.2023</b>
5.	Address for submission of Application for prequalification	Assistant General Manager (P&E), State Bank of India, 3rd floor, Premises & Estate, Local Head Office, Bank Street, Koti - 500 001, email: <a href="mailto:agmpre.lhohyd@sbi.co.in">agmpre.lhohyd@sbi.co.in</a> Contact: <b>040-23466340/336/317</b>
6.	Last date & time for submission of Application for prequalification.	<b>14.09.2023 by 03:00 PM</b> At address mentioned above <u>through Speed post / drop it in the tender box at State Bank of India, Local Head office, HYDERABAD, KOTI</u>
7.	Date and Time of opening of applications.	<b>14.09.2023 by 03:30 AM</b>

9. Conditional proposals are liable for disqualification.
10. The SBI reserve their rights to accept or reject any or all the applications, either in whole or in part without assigning any reason(s) there for and no correspondence shall be entertained in this regard.
11. The shortlisted Architects will be invited for Design Competition and the date shall be intimated by SBI after the scrutiny of Technical Bids and short listing of eligible architects.
12. For any clarifications please contact Assistant General Manager (P&E), State Bank of India 3rd floor, Premises & Estate Department, Local Head Office, Bank Street, Koti - 500 001 - Phone No. 040-23466317; email – [agmpre.lhohyd@sbi.co.in](mailto:agmpre.lhohyd@sbi.co.in). Clarifications if any shall be raised up to **14.09.2023** only, to enable the Bank to reply to the bidder or post corrigendum in Bank's web site if required well in time.
13. Interested Architects fulfilling prescribed eligibility criteria are hereby invited and

requested to ensure submission of their applications in the prescribed format with supporting documents to:

Assistant General Manager (P&E)SBI  
HYDERABAD Local Head Office, 3rd  
Floor, Local Head Office, BANK  
STREET, KOTI - 500 001

**by 3.00 PM on 11.09. 2023.**

Applicants are advised to submit the complete set of documents (Technical bid) in **properly spiral bound form**. The applications received in loose sheets shall be summarily rejected.

**Assistant General Manager (Premises & Estate)**

## 1. Disclaimer

The information contained in this Tender document or information provided subsequently to Bidders / Architects 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 document.

This is not an offer by SBI, but an invitation to receive responses from the Architects. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Architects.

The purpose of this document is to provide the eligible Bidders / Architects with information to assist preparation of their Bid proposals. This document does not claim to contain all the information each Bidders / Architects may require. Each Bidders / Architects should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this document 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 document.

The SBI, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

The SBI also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this document.

The issue of this document does not imply that the SBI is bound to select an Architect for the Project and the SBI reserves the right to reject all or any of the Architects or Bids without assigning any reason whatsoever.

The Bidders/Architects are 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 Bidders risk and may result in rejection of the Bid.

## **INSTRUCTIONS TO THE APPLICANTS**

### **1. Scope of work:**

To render Architectural Consultancy Services for the proposed Construction of building for Branch, RASMECC, RACC, RBO & LDM office at Mahabubnagar, Telangana. The plot is having an area of 2786.05 Sq.M (29,977Sq.ft). Site plan of the plot is attached with this document. Further details of the services to be rendered by the ACF is given in Scope of Services.

### **Site and its location**

SBI Clock Tower Mahabubnagar, D.no: 2-8-49/2, Mahabubnagar, Telangana 509001.

### **2. PQ documents:**

The work has to be carried out strictly according to the conditions stipulated in the application consisting of the following documents and in the best and most workmanlike manner.

- Instructions to Prospective Architects
- General conditions of Contract

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. Addendums (if any)
- b. General conditions of contract
- c. Instructions to Prospective Architects

## **GENERAL CONDITIONS OF CONTRACT**

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

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India and the selected Architect as ACF, together with the documents referred there in including those 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.

In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

“SBI” shall mean State Bank of India, through its Local Head Office at Local Head Office, Bank Street, Koti - 500 001

‘The Architect’ shall mean the individual or firm or company selected and engaged by SBI for undertaking the project as ACF 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 Architect must be equipped with adequate expertise and experience in undertaking Planning, designing & implementing/execution of Civil, Landscaping work, Electrical (HT/LT), Plumbing, 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 Residential buildings.

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

- (i) **Architects/Architectural Firms shall have minimum 07 years’ experience as on 30.04.2023. Architect or All the Partners of the Architectural firm shall be registered with Council of Architecture and should be valid.**
- (ii) Must have rendered satisfactory professional services for similar projects during **last 5 years ending on 30.04.2023** for Govt/State Govt/PSU/Public Sector financial institutions for the values as under;:
  - a. At least one similar project costing not less than **Rs.8 Crore** or
  - b. Two similar projects costing not less than **Rs. 5 Crore** each or
  - c. Three similar projects costing not less than **Rs.4 Crore** each

- (iii) The Architect should preferably have a full-fledged office or ready to establish an office in **Hyderabad** 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 consultants, Air-conditioning consultant etc.
- (iv) The average annual turnover of the applicant by way of professional Fee for the last 3 financial years ending on **31.03.2023** shall not be less than **Rs.9 Lakh**. Copies of the audited Annual Balance sheet for the last five financial years ending on 31.03.2023 shall be submitted in support of claims.
- (v) The Architects satisfying the prescribed eligibility criteria shall only become eligible to bid for the assignment. Clear supporting evidences like photographs, certificates, documents etc. should be submitted with the bid.
- (vi) The Architects should either have their full fledged local / Branch Office in **Hyderabad** (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 **Hyderabad** within 1 month 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 applicant to this effect along with their application.

#### 4. Submission of application:

- i. Application 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 “APPLICATION FOR PRE-QUALIFICATION OF ARCHITECTS FOR PROPOSED CONSTRUCTION OF MAHABUBNAGAR CHEST BRANCH, RASMECC, RACC, RBO MAHABUBNAGAR & LDM OFFICE AT MAHABUBNAGAR, TELANGANA.

- ii). The sealed technical document must be sent by **SPEED POST/COURIER** or dropped in the tender box available at:

**Assistant General Manager (P&E)  
SBI HYDERABAD Local Head Office,  
3rd Floor, KOTI, HYDERABAD –  
Telangana-500 001,**

during Office working hours up to 3:00 pm on **14.09.2023** \_\_\_\_\_

- iii. The certified/self-attested copies of the supporting documents shall be furnished along with the technical bid.
- iv. All Annexure shall be duly signed by the Architect with stamp on each page.
- v. Bid should be submitted strictly as per the formats prescribed in the Annexure to this Notice and bids submitted in any other format shall be summarily rejected.

- vi. Bid documents should be signed by the authorized signatory of the Bidder and copy of the authorization / authority letter issued in this behalf should be submitted along with the Bid, in the absence of which the Bid shall be liable to be rejected.

## 5. Instructions on filing information in the application.

While filling the information, please ensure the following:

- a) Information furnished should be crisp, to the point and precise.
- b) Please do not keep any field blank. In case nothing has to be filled in a particular field then please write 'Not Applicable' there.
- c) Supporting documentary evidences are needed for claims made in the Proposal. Please attach copies of all the relevant/supporting documents, neatly arrange them in order of appearance of their reference in the Proposal. Write the annexure number in serial order on top right corner of document in bold letters. Annexed the set of these documents at the end of the Proposal and bind it properly. Please mention correct Annexure Number at relevant pages of the Proposal.
- d) 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.
- e) **The certificate from the client should clearly mention particulars of the project, scope of services offered by the ACF, tendered and actual project cost, scheduled and actual date of completion of project, liquidated damages imposed(if any) existence of green building features and opinion of client on quality of services rendered by the ACF.**
- f) The authorized signatory of the Bidder has to sign all pages of the Bid documents and should also affix the seal of the Bidder.

## 6. Evaluation of applications for Shortlisting:

- a) Applications will be evaluated for the eligibility based on the documents submitted in support of eligibility criteria specified hereinbefore and accordingly. Architects fulfilling the various criteria shall be shortlisted.
- b) The SBI may consider inspecting the projects and calling for confidential reports from their clients prior to short listing and inviting for Design competition for the project.
- c) The decision of SBI in short listing of Architects invited for Design competition shall be final and binding and no correspondence shall be entertained in this regard.
- d) All shortlisted Architects shall be advised to submit their Design presentation comprising of:



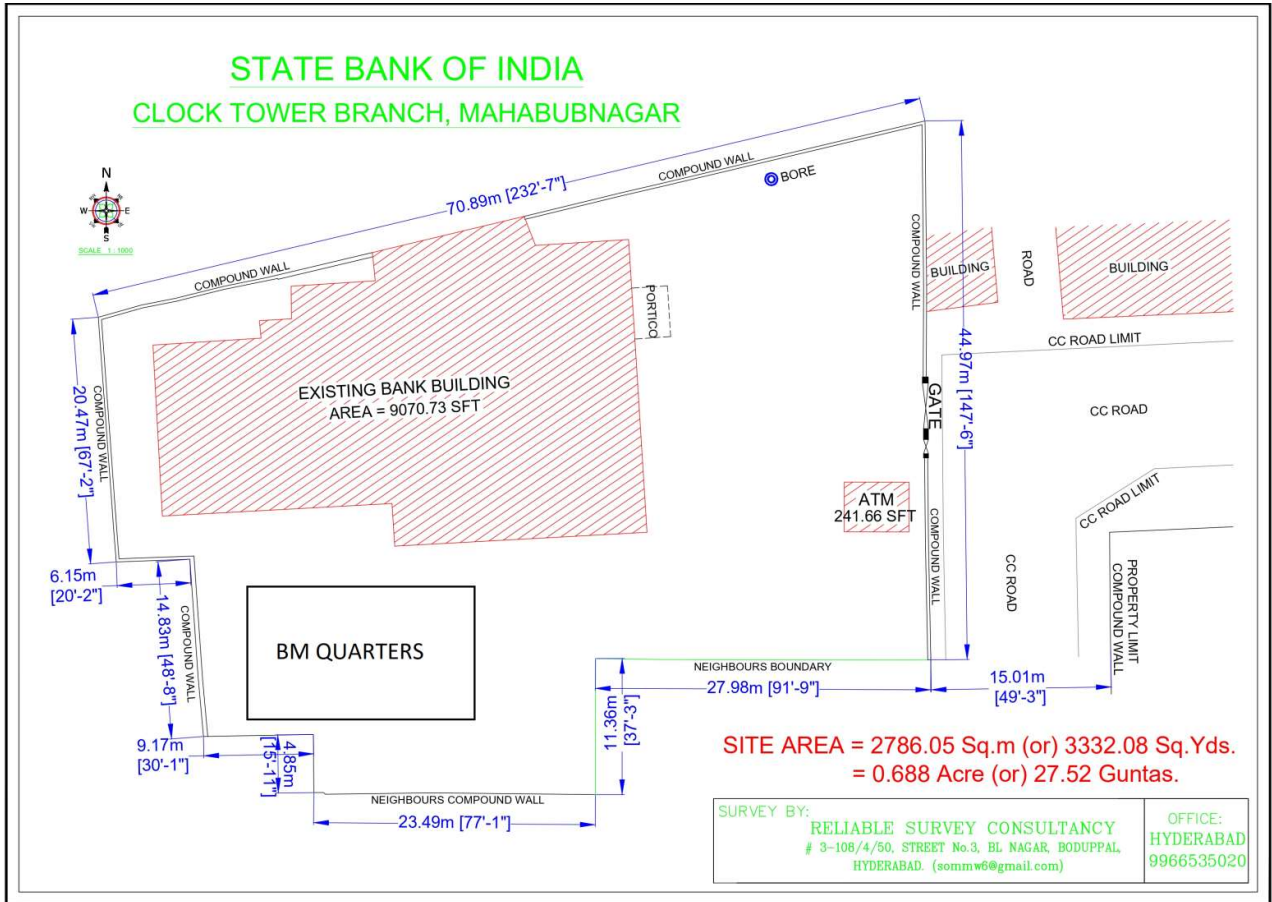
Approach paper/conceptual drawings/Plans/Models etc. along with a rough estimate in soft as well as hard copy as per Bank's requirements and completely in compliance with local bye laws, rules and regulations applicable for the purpose at the centre within the specified time line.

- e) The Architects submitting the requisite papers/ documents/drawings/Models etc. shall be invited for making a presentation before competent Committee constituted by SBI.
- f) The Committee constituted by SBI will evaluate the proposal and the presentation of the proposed approach, methodology and technical capabilities of the Architects and shortlist the Bidders as per the laid down criteria. The decision of the Committee shall be final and binding on the Bidders.

#### **7. Design Competition:**

- a) ACF shortlisted for participating in Design competition 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 Architect will be given about 20 to 30 minutes time for making presentation. After presentation the committee members will interact with the Architects to understand presentation.
  - c) To participate in design competition, the Bidders will have to attend the event on their own expenses. However, the Bank will make lump sum total payment of **Rs.25,000/- (Rupees Twenty Five Thousand Only inclusive of all taxes)** as token of appreciation to those Architects who are invited and participating in the design competition except the selected Architect.
  - d) The exact date, time and venue for design presentation shall be intimated to shortlisted separately.
  - e) The design brief can be seen in scope of work for the project.
- 8.** Based on the Design presentation proposal and other features for the proposed project, their capability and capacity shall be judged and rated by the competent committee of SBI including some independent external members on various Parameters and marking matrix.
- a) Presentation and its Evaluation by the Competent Committee.

Site Plan of the Plot is as given below:-



## ANNEXURE – A

**FIRM - PROFILE**

Sl No	Particulars	
1	Name of the Firm	
2	Address	
3	Name, Telephone Nos. Email id. including Mobile of contact person	
4	Fax No.	
5	Constitution of the Firm	
6	Year of Establishment	
7	Name of Partners / Associates	
8	Bio-data of Partners / Associates, Details may be given in the enclosed format (Annexure – D)	
9a	Registration Number with Council of Consultant / Indian Institute of Architects (Copy of valid registration to be enclosed)	
9b	Details of GST registration: (Copy of valid registration to be enclosed)	
9c	Amount of GST paid year-wise during last 3 financial years ending on 31 <sup>st</sup> March _____	
10	Name and value of major Building: Construction works completed during the last 7 years ending on 31 <sup>st</sup> March 20__. Details may be given in enclosed format (Annexure – 3.4)	
11	Name & value of the major Building Construction work on hand. Details may be given in the enclosed format (Annexure -3.5)	
12	Name & value of other major works (other than building works) on hand. Details may be given in enclosed format (Annexure – 3.6)	
13	Details of features of green building provided in the buildings	
14	Details of modern amenities provided in the building	

15	List of Technical Personnel employed	
16	List of other Personnel employed	
17	List of consultants engaged by the Firm: (Address, telephone numbers and email ID etc. are to be furnished)	
18	List of office equipments owned by the company	
19	Banker's Name	
20	Latest Income Tax Clearance Certificate to be enclosed	
21a	List of registration or empanelment with other Organizations:	
21b	List of completion certificate etc. from the clients for completed / ongoing projects	
21c	Certified copies of the letter of intent for award of the work from reputed private / multinational organizations/ PSUs etc.	
22	Particulars of participation in competitions and awards if any received	
23	If the firm is not having its office in ----- --, please indicate the time by which it is likely o open an office in----- with documentary evidence. (A confirmation from the firm may be obtained stating that within 3 months of award of the project an proper office set up will be opened in_)	

**Note:** Please enclose separate sheets for additional information, photographs, and documents.

Signature of the Consultant with seal

Date:

Place:

**ANNEXURE – B**

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

**Use separate form for each partner/ associates or.**

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 ACF

Date:

Place:

**ANNEXURE –C**

**BIO-DATA OF TECHNICAL STAFF (ARCHITECTS/ ENGINEER)**

**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 ACF

Date:

Place:

**ANNEXURE –D****DETAIL OF MAJOR BUILDING CONSTRUCTION**

(Rs. 3.20 crore and above excluding GST) completed during the last 5 years (as on 30.11.2022)

- 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 Undertaking / Public Sector Bank/ Government Department / Reputed Private Sector / Multinational organisations	
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 preparation of drawings, estimate, 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 ACF

Date:

Place:



**ANNEXURE –E**

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

SR. NO.	NAME OF PROJECT AND NAME OF CLIENT	NAME OF ARBITRATOR	PRESENT STATUS AND CASE IS PENDING WITH ARBITRATOR/DISTRICT COURT/HIGH COURT/ETC	BRIEF FACTS OF THE CASE & ARBITRATION CLAIM AMOUNT

Signature of the ACF

Date:

Place:

Signature with seal of the Bidder

**ANNEXURE -F**

**DETAILS OF PROJECTS INSPECTED BY CVC/CTE**

SR. NO.	NAME OF PROJECT AND NAME OF CLIENT, INSPECTED BY CVC	AMOUNT RECOVERED FROM CONTRACTORS BASED ON CVC INSPECTION	AMOUNT RECOVERED FROM ARCHITECT BY THE CLIENT BASED ON CVC INSPECTION	DEFICIENCIES POINTED OUT BY CVC ON PART OF ARCHITECT

Signature of the ACF

Date:

Place:

Signature with seal of the Bidder



**DRAFT FORMAT FOR AGREEMENT BETWEEN THE BANK AND ARCHITECTS**

(\* The ACF has to execute the Agreement to be finalized by SBI at the time of award of the Contract)

**ARCHITECTURAL AND PROJECT MANAGEMENT SERVICES AGREEMENT**

This agreement made the .....day of -----

.....

between AGM/ State Bank of India, -----(hereinafter called the Bank or SBI) which

expression shall include the successors and assigns) of the one part and M/s.

..... company / partnership for registered under the Indian Companies Act/ Partnership Act having its registered office.....

(hereinafter called 'the Architects' which expression shall include the present directors / partners and also the directors

/ partners from time to time as also their respective heirs, legal representatives, administrators and assigns) of the other part.

Whereas the Bank intends to construct its (Office building etc.) and whereas the company / firmas Architects for the said building (hereinafter called the 'said works') and whereas the Architects have accepted the said appointment by their letter No.....

dated..... Now, therefore, this agreement witness that the said M/s..... are hereby appointed as Architects for construction of the said buildings above referred to on the following terms and conditions:

**1. Architect's Services:**

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

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

- (b) After approval of the plans by the Bank, submitting the required drawings to the (Municipal Corporation and) or local authority like etc. and obtaining its/their approvals:
- (c) After approval of the plans by the Municipal Corporation and / or local authority or any other authority empowered to approve under law / rules & regulations in force, preparing detailed architectural working drawings, making design calculations and drawings for foundation and other structural work of the building, making designs and drawings for normal sanitary, water supply and electrical services and also for any special installations like air-conditioning, sewage treatment plant, fire fighting, telephone, public address system, computer installations, interior decoration/ site preparation work etc.(as may be included / required by the Bank in the Architects services),meticulously working out technical specifications, bills of quantities and detailed cost estimates after briefing and discussing the amenities and finishes being proposed broadly with the Bank. While the Architects would be given full scope to make suggestions in the best interest of the said works, the Architects shall amend / change the same suitably if so desired by the Bank. The Architects shall be responsible for inclusion of each and every item of the works/specifications required for completion of the project and the correctness of the quantities so as to ensure that variations are not beyond 5% either side between the actual quantities and the estimated quantities in exceptional / rare cases. The Architects shall get all these detailed drawings and cost estimates approved by the Bank after making necessary changes/ amendment etc. is so, desired by the Bank.
- (d) Drawing up detailed tender documents for the various trades, complete with the Articles of the agreement, special conditions of contracts, specifications, drawings, schedules of quantities, the SBI's standard PVA clauses, lists of various tests to be conducted by the contractors or got done through laboratories for materials, works at site etc., theoretical / standard cement consumption for various items of works, various insurance covers required,time and progress charts and any other material necessary for completing the tender documents and getting them approved by the Bank.
- (e) Preparing select list of contractors i.e. short listing of contractors after scrutinizing the applications received in response to the press notice for pre-qualification of contractors and inspection of some of the works, done by them with the approval of the Bank, inviting the tenders for various trades, preparing comparative statements and submitting the assessment reports and recommendations thereon to the Bank, assist the Bank to conduct negotiations with the contractors wherever necessary and after the Bank's decision on the tenders, preparing contract documents and getting those executed by the concerned contractors including programme of work within the stipulated time frame.

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

associated with the project and day to day work.

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

- (f) Preparing landscape drawings & planting of saplings
- (g) Preparing for the use of the Bank, the contactors, PMC/ and the Site Engineers (if any) appointed by the Bank, six copies of the contract documents of various trades including all drawings, specifications and other particular such further details and drawings as are necessary for the proper execution of the said works.
- (h) Assuring full responsibility of correctness of structural and foundation design and design for all services and installations and soundness of the construction according to the said designs and specifications.
- (i) Assuming full responsibility for the overall supervision and proper and timely execution of the said works by all the contractors and sub-contractors, specialists, consultants, technical adviser etc. that may be engaged from time to time as defined in the conditions of engagement referred to clause 2 below by following up the matter closely, with the appointed site Engineer/PMC, if any PMC is appointed by the Bank and even with the contractors. Appointment of the site Engineer/PMC by the Bank and their presence at site and involvement in the work shall not absolve the Architects in any manner from those responsibilities. The role of the site Engineer/PMC will be as an Agent of the Bank employed for auster the Bank for efficient execution of the project at Site. The Architects will have right to oversee, differ with the site Engineer/PMC's opinion in regard to the quality, measurement, rates of part/ substituted/ extra items etc. without affecting the Bank's interest. However, in the event of any dispute arising out due to difference between the opinion of the site Engineer/PMC and the Architects, the decision of the Bank's shall be final and binding on the architects (and site Engineer/PMC as well).

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

- (j) Test-checking or cross checking of measurements of works at site if and wherever felt necessary on receipt of the bills from the site duly scrutinized and verified from the said Site Engineer / PMC of the Bank (if appointed, otherwise detailed measurements

to be checked by the Architects), checking the contractor's bills, issuing certificates for payment and passing and certifying accounts so as to enable the Bank to make payments to the contractors and making adjustments of all accounts between the contractors and Bank. The Architects shall assume full responsibility of the entire project, the correctness of the detailed measurements, calculations and summing-up of net total under appropriate tender items and correctness of the payment certified by them. Time limit for verification and certification of bills by Architect shall be as under (failing which the Architect may be penalized)

- Running bill within 15 days
  - Final bill within one month
- (k) Submitting report to the Bank after verification the account of cement and other important materials as Bank may specify and certifying the quantities utilized in the works.
- (l) Obtaining final building completion certificate and securing permission of Municipal Corporation or other authority for occupation of the building and obtaining refund of deposits, if any, made by the Bank to the Municipal Corporation or other authority. The Architects shall be also fully responsible for obtaining all other NOCs like those of Fire, Aviation and an other departments/ offices of Govt./ Semi Govt./ Public Bodies in connection with getting approval to the plans, commencement of works, completion of works etc.
- (m) Appearing on behalf of the Bank before the Municipal Assessor & Collector or other authority in connection with the final settlement of the initial ratable value of the building/s and tendering advice in the matter to the Bank.
- (n) Any other service connected with the said works usually and normally rendered by Architects and not included in any of the items referred to above.

## **2. Conditions of Engagement:**

- a) The Architects shall submit to the Bank the sketch plans, detailed plans, cost estimates, tender documents etc. within the period stipulated in the schedule hereto annexed.
- b) The Architects shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenant to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work being executed by the contractors under day to day supervision of the site Engineer/PMC/ Resident's Architect Engineer is in accordance with the architectural working drawings and the finishes etc. as provided for by them. In the event of their finding out/ observing any deviations therefrom, they shall immediately bring it to the notice of the site Engineer/PMC / Resident's Architect Engineer/Contractors at the site and write to the contractors for the same. All such letters addressed to the contractors by the architects shall be routed, without exception through the PMC if any site Engineer/PMC is engaged, so that if there is any point of difference or there is any genuine technical / administrative / contractual difficulty in following the architects' directions, the site Engineer/PMC can first talk to the architects and or to the Bank before the architects' letter/s reach to the contractors. Simultaneously, copies of all such correspondence with the PMC/ Contractors shall be sent to the Bank by the architects periodically.

Architects' overall responsibility will continue during the defect liability period to see that the PMC are persuaded to get the defects, if any, removed by the contractors and they shall give a "No Objection Certificate" at the end of the defect liability period of

twelve months .....

to the contractors if any Site Engineer/PMC is appointed otherwise Architects will take the responsibility themselves. Employees Bank they shall be authorized to write to the architects,

if they find any discrepancy in the drawings, specification or the architects' instructions or any drawings, details, clarifications required for speedy implementation of the works are pending from the architects' offices.

During the preliminary stage, the Architects shall visit the site, collect all the relevant data, take site particulars, ascertain local authority's building bye-laws, prevailing prices for building materials and labour wages etc. and forward the same to the Bank also. The architects shall arrange, if required, for preparing a surveyed site plan and for necessary soil investigations like trial bores, or test pits, load bearing test or other soil tests as may be required and submit their report to the Bank. The cost of survey of site and carrying out soil investigations, various tests shall be borne by the Bank.

- c) The Architects shall co-ordinate all his activities during the detailed planning and tendering stage and in case any Site Engineer/ PMC and other consultants are separately appointed by the Bank, the architects shall prepare a comprehensive programme of work in consultation with the Site Engineer/ PMC and other consultants as also the contractors and arrange to have the work completed in an expeditious manner and in accordance with the programme drawn up. For this purpose, the Architects shall attend the weekly / fortnightly joint meetings of the Bank, the Architects, the ST / PMC, all the concerned consultant, contractors / sub- contractors and assist the Site Engineer/ PMC to prepare joint minutes of the discussion / instructions at such meetings with a view to co-ordinate the work of the various Site Engineer/PMC/ Resident Architect Engineer or contractors / sub-contractors and to avoid delays.
- d) It is clarified that day to day supervision, programming of the works and coordination of various activities, quality control, measuring and recording the actual quantity of work, their correctness, ensuring that the work is being executed as per tender specifications and drawings, pointing out of any discrepancy therein forthwith to the contractors after taking the Bank into confidence will be responsibility of the Architects and the Architects will oversee all these activities and follow up with the PMC or contractors, if any engaged by the Bank through their Resident Architect at site to ensure timely and quality work as provided in the agreement.
- e) The Architects shall not make any deviation, alteration, omission from the approved design / plans without the written consent of the Bank. The Architects shall not also undertake, execute or carry out any variations or extra items of works in excess of Rs.25,000/- (Rupees Twenty Five thousand only) or such amount as the Bank may expressly authorize by separate letter. All variations and extra items allowed within the discretion of the Architects as well as costing Rs.20,000/- and above or the amount authorized shall be referred to the Bank together with the reasons for making such deviations and by furnishing an analysis of the extra cost involved thereby. All orders given to the contractors by the Architects for any authorized deviations from the contract documents shall be in writing and variations orders incorporating the rates and quantities of extra work and omitted items of work in respect of all deviations shall be issued within a fortnight from the date of issue of instructions for deviations but after getting the Bank's approval within the same time. The Architects shall on no account permit the contractors to include cost of variations or extra items of work in the running bill or certify the payments for such variations or extra items till the rates therefore are accepted by the Bank. In case of any additions or variations above Rs.25,000/- are carried out without the prior approval of the Bank, the Bank shall not be liable to pay the contractors for such additions and variations and the Architects shall also not be



entitled as a right to claim fees for such additional or deviated items of works.

- f) In case any Site Engineer/ PMC is engaged by the Bank during the progress of work, the Architects' representative at site shall remain in daily touch with the said Site Engineer/ PMC and ascertain from them whether any excesses over sanctioned cost is anticipated and / or has already occurred. The Architects shall immediately report the same to the Bank with adequate justification for the same and obtain Bank's approval thereto. Also, as and when required, the Architects shall also prepare a revised cost estimate for Bank's approval with assistance from / in consultation with the said PMC.
- g) The Architects shall engage (within the fees mentioned in clause 5 below) a qualified graduate Resident Architect/Engineer with not less than 5 years experience or a diploma holder with not less than 8 years experience for coordination and overall supervision on the site on day to day basis during the construction of the works subject to clarifications given above on all projects costing Rs. 3.0 crores or more. The cost of Rs. 3.0 crores will be the aggregate cost of various works awarded by the Architects under one single sanction / project.
- h) The Architects shall, within the fees mentioned in clause 5 below, engage a qualified:-
  - (i) Structural Consultants / Engineer (ii) Electrical Consultants / Engineers (iii) Sanitary and Plumbing / Public Health Consultants, Engineer and (iv) Consultants for special installations like air-conditioning, lifts, generators and fire fighting installations, landscaping, interior work etc. to assist them in their works. The remuneration, fees of Resident Architect and his required assistants / consultants / Engineers appointed under clauses (i) and (j) shall be paid by the Architects who shall also be responsible for all the work, actions, omissions, etc. of any such Resident Architect and his assistants / Consultants / Engineers
- i) The Architects are supposed to ensure that the disputed / rejected works and the works not sanctioned by the Bank are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of the Bank, the rates quoted by them are not more than the reasonable in case of partly done / substituted / extra items and not more than tendered rates in case of completed tender items, various recoveries / deductions from the bills are properly effected, other recoveries made up to the last running bill in case of each contractor by the Bank to minimize further corrections at the Bank's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by the Bank to the contractors. The Architects shall be responsible for the corrections of the individual measurement, calculations etc. The Architect should also satisfy themselves through their Resident Architect that there is no duplication of the measurements and recording of the work done is under proper tender items. In case any PMC is engaged by the Bank to avoid delays in verification on this account, the Resident Architect/ Engineer or his assistant at the site may remain associated with the Site Engineer/ PMC and the concerned contractors at the time of joint measurements to satisfy himself about what work is being measured and under that tender items.
- j) The Architects shall pay an amount limited to 10% of the total payable fees to the Bank for adequate damages for losses caused to the Bank or delay on their part in carrying out the terms of this contract and the architects shall take all necessary precautions and perform all their duties before and during the progress of the work to bring about completion of the work as may be entrusted to them including determining claims of the contractors due to fault or delay caused by them or their staff, on which question the decision of Bank, is final and binding on the Architects.
- k) If the work of construction of any one or more of the civil engineering works or other works therein be substantially interrupted by force majeure or by reasons of any orders in writing issued by Bank stopping or suspending the work of construction on

grounds other than bad /unsound work or installation and / or defective supervision or lack of it or by reason of any undue or unreasonable delay on the part of SBI in the matter of approving of the work done or in the matter of giving such sanction or instruction as may be necessary for the future progress of the work, the firm shall not be liable in any way for the consequent delay in the completion of such work.

- l) The Bank may require the Architect to go out or travel for discharge of any of their duties enumerated in this agreement without any extra fees. In case of outstation firms, in addition to the professional fees payable to the appointed Architect, the traveling allowances (as per actual expenditure incurred) and halting allowances (without insisting on production of the related bills) are also paid to the senior partners/associates of the firm of Architects and their Junior staff/associates, whenever they visit places other than their Head Quarters. In case the site of work is located in the same city halting and traveling expenses shall not be paid. The scale of halting allowance payable to the senior partners/associates of the firm of Architects and their Junior staff/associates is as under:

**Traveling Expenses to the Architects and Consultants:**

Sr. No.	Visit undertaken by	Halting allowance	Traveling allowance
i)	Senior Partner / Senior Associates of the Architects when the visit is undertaken with the prior approval of the Bank	Similar to entitlement of AGM (SMGS-V)	Single return Air fare (Economy Class) / Train (AC 2 tier /First Class) fare per person (as per actual).
(ii)	Junior staff of Architects / other associates/ Consultants	Similar to entitlement of Manager (MMGS-III)	Single return Train (AC 2 Tier/ First Class) fare per person (as per actual).

- (n) Whenever the work is examined by the Chief Technical Examiner of the Central Vigilance Commission and if he brings to the notice of the Bank any defective or substandard work or any irregular / excessive payments the Architects shall take necessary action to get the defect rectified and / or recover the irregular payments. They may bring such matters in writing to the notice of the concerned contractors by putting the correspondence / their letters to take immediate action to get the matters set right and report back to the Architects for compliance. The Architects shall assist the Bank and shall send suitable reply to the Chief Technical examiner's queries in shortest possible time. In case of any disputes with the contractor (s) or disputes arising out of the said project execution as well in the matter of arbitration (either initiated by the contractors or the Bank) pertaining to this project, the Architects shall, assist the Bank from time by drafting suitable replies in consultation with the legal advisers and protect the interest of the Bank.
- (o) The Architects shall, on the completion of the work, supply to the Bank free of cost two copies of 1:100 (one hundredth) scale drawings (one of which shall be in tracing cloth), two complete sets of structural drawings and two sets of drawings sufficiently showing the main lines of water and drainage pipes, electrical installation and other essential services and also and inventory of all fittings and fixtures in the building. The Architects shall, if so required by the Bank, supply extra copies of all such drawings and the cost of such extra copies shall be reimbursed by the Bank to the Architects in

addition to this the architect shall provide soft copies of drawings in pen drive or CD/DVD

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

- (a) The agreement herein in may be terminated at any time by either party by giving a written notice of two months to the other party. Even after the termination of their employment, the Architects shall remain liable and shall be responsible for the certification / approval of any bills submitted by the contractors at any time in respect of the work executed before the termination of the Architects appointment and consequences thereof on account of any excess / wrong payment, if any, certified / recommended by the Architects for payments to the contractors, are liable for the payment of damages mentioned in paragraph 2 (j) hereinabove.
- (b) If the Architects close their business or the company, partnership firm stands dissolved due to provisions, if any, in partnership agreement of the firm in the event of death of one or more partners die or become incapacitated from acting as such Architects, then the Agreement shall stand terminated, subject to the clause 3(a) hereinabove.
- (c) (i) If the Architects fail to adhere to the time schedule stipulated in the schedule hereto annexure or the extended time which may be granted by the Bank in his sole discretion  
or  
(ii) In case there is any change in the constitution of the company / firm of the architects for any reason whatsoever, the Bank shall be entitled to terminate this agreement without giving notice and entrust the work to some other Architects.
- (d) In case of termination under sub-clause (a), (b) or (c) above, the Architects shall not be entitled to fees or compensation except the fees payable to them for the work actually done and as per the provisions in this agreement. In such cases the decision of the Bank as to what is the work actually done and what is the amount of the fees due to the Architects on the basis of actual work and as per the provision in this agreement shall be final and binding on the Architects.
- (e) In case of the termination under sub-clauses (a), (b) or (c) above, the Bank may make use of all or any drawings, estimates or other documents prepared by the Architects, after a reasonable payment for the services of the Architects for preparation of the same in full as provided herein.

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

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

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

- (a) The Bank shall pay to the Architects as remuneration for the services to be rendered by the Architects in relation to the said works, and in particular for the services herein before mentioned, a fee calculated at the rate of .... percent (.....percent) the cost of the work as indicated in sub-clause (c) of this clause plus service tax as applicable
- (b) If the Bank appoints independent consultant/s for the work pertaining to special installations like air-conditioning, lifts, wet-risers etc., the Architects shall not be paid any fees on the total value of such installations. Similarly, no fee is payable on the cost

of equipment for air- conditioning, lifts, computers etc., supply of which is directly arranged by the Bank.

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

Architects shall not be entitled to any compensation or damages for such omission, postponement, or non-execution of the work, except the fees which have become payable to them for the services actually rendered by them.

**6. Method of payment:** - The Bank shall pay fees to the Architects in the stages as follows.

Sr. No.	Services to be recorded	Subject to clarifications under column fees payments	Up to stage total cumulative fees payments	Remarks/ Clarifications
(1)	(2)	(3)	(4)	(5)
(a)	After completion of sketch plans, Architectural design and model, if any, and their approval by the Bank.	1/16 <sup>th</sup> (6.25%) of the total agreed % of fees on total cost of related work.	1/16 <sup>th</sup> (6.25%) of the total agreed % of fees on total cost of related work.	It is clarified that estimated of the work at this stage shall include cost of interior work only if the sketch plans include the detailed department-wise final layout plans for all floor for computerized office. As otherwise, the fees for the sketch plans for interior work will be paid later on when the sketch plans are approved by the Bank.

(b)	<p>After completion of working drawings &amp; detailed estimates to the satisfaction of the Bank including Architectural &amp; structural drawing &amp; all drawings pertaining to the various specialist services &amp; their approval by the Municipal Corporation or other authorities &amp; Pre-qualifications of contractors for main civil work (foundation as well as superstructural)</p>	<p>1/8<sup>th</sup> (12.5%) of the total% of fees on total cost of related work.</p>	<p>3/16<sup>th</sup> (18.75%) of the total% of fees on total cost of related work.</p>	<p>If the civil work is executed in two stages i.e., foundation &amp; plinth or pile foundation one stage and super structure as second stage, assessed cost for each work will be the basis for release of payment. The fees for detailed plans &amp; estimates for interior work shall be paid later on when these are received &amp; approved by the Bank.50% of the fees payable for this stage may, however, be paid on completion and approval by the Municipal or other authority of all drawings pertaining of civil work &amp; completion of prequalification work of civil contractors separately or together for foundation &amp; super structure civil work (on the estimated cost excluding interior work).</p>
(c)	<p>After preparation of contract documents including tenders, issue of tender notices in respect of all trades, submission of recommendations to the Bank and execution of the contract documents for various trades.</p>	<p>1/16<sup>th</sup> (6.25%) of the total% of fees on total cost of related work.</p>	<p>On 1/4<sup>th</sup> (25%) of the total fees on total cost of related work.</p>	<p>Here also, as clarified in para (b) above, initially the estimated cost shall be the cost of foundation or/ and super-structure (excluding interior decoration work) when the general building work is in progress. The fees under this (c) stage will be paid later on when the detailed plans/ estimates/ tender documents etc. are prepared by the ACF and approved by the Bank and the tenders are invited by the ACF. Part payments of fees in both these cases can be released at discretion of the Bank on request of the ACF in proportion to the services completed in respect of particular trades. Such payment shall be on account. Such payment shall be on account.</p>

(d1)	During the progress of construction and in proportion to the value of the said works as certified from time to time and paid by the Bank.	1/2 <sup>th</sup> (50%) of the total % of fees on total cost of related work	3/4 <sup>th</sup> (75%) of the total fees on total cost of related work.	-----
(d2)	On final completion of the project & closing of accounts including obtention of occupation certificate from NMMC / CIDCO / Fire authority / water connection authority / electrical connection authority / gas connection authority and / or any other authority / Board connected with the occupation of building.	1/8 <sup>th</sup> (12.5%) of the total % of fees on total cost of related work.	7/8 <sup>th</sup> (87.5%) of the total fees on total cost of related work.	-----
(d3)	After the ACF issue "No objection certificate" for the refund of contractors retention money on expiry of Defects liability period of the various contractors and/ or attending to the CTE's / CVO's observations, if any, from time to time till its final disposal and award of arbitration, if any, whichever is later.	1/8 <sup>th</sup> (12.5%) of the total % of fees on total cost of related work.	100% of the total fees on total cost of related work.	The final payments under d1, d2 & d3 stages shall be made in accordance with and on the basis provided in the clauses 5 herein.
(e)	In case, this agreement is terminated in pursuance of clause 3 above, fees shall be paid to the architects for the actual services rendered as per stages referred to in this clause and subject to other provisions about recoveries etc, as provided for elsewhere in this agreement.			

## 7. Visit to the Site & LHO

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

## 8. Delays, Responsibility and Recoveries from fees

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

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

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

## 9. Arbitration

- i) Any dispute and items of disagreement arising between the Architects and the Site Engineer / PMC shall be referred to the Chief General Manager of the Hyderabad circle or in his absence, the General Manager of concerned network of SBI (the Bank) and his

- decision on those matters will be final and binding on the Architects and Site Engineer / PMC as well.
- ii) If any dispute, difference, or question shall at any time arise between the Architects and the Employer as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that state in (I) above or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works, except in respect of the matters for which it is provided herein, that the decision of the Employer is final and binding, the same shall be referred to the Arbitration for settlement of disputes and final decision of the arbitrator to be agreed upon and appointed by both the parties.
  - iii) For the purpose of appointing the (.....) based sole Arbitrator referred to above, the Appointing Authority i.e. the Chief General Manager of ( was local Head Office) of the Bank or on his behalf the Asst. General Manager (Premises),(.....)Local Head Office will send within thirty days of receipt by him of the written notice aforesaid to the Architects a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc.
  - iv) The Architects shall on receipt by them of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority who shall thereupon without any delay appoint the said person as the sole Arbitrator. If the Architects fail to communicate such selective as provided above within the period Specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.
  - v) If the Appointing Authority fails to send to the Architects the panel of three names as aforesaid within the period specified, the Architects shall send to the Appointing Authority a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. The Appointing Authority shall on receipt of the names of the aforesaid persons and appoint his as the sole Arbitrator within 30 days of receipt by him of the panel and inform the Architects accordingly. If the Appointing Authority fails to do so, the Architects shall be entitled to appoint one of the three persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.
  - vi) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.
  - vii) The work under the contract shall, however, continue during the Arbitration proceedings. No payment due or payable to the Architects shall be with-held on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.
  - viii) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
  - ix) The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
  - x) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
  - xi) The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator, who may direct to and by whom and in what manner, such costs or any part hereof shall be paid, may fix or settle the amount of costs to be paid.



This agreement executed the day and year first written above.

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

Signed and delivered by within name .....

1.

2.

Signature of Managing Partner

Signed and delivered for and on behalf of The State Bank of India by

1.

2.

**SCHEDULE (REF. CLAUSE 1(a) & 3 (c) OF THE AGREEMENT**

SI No.	Submission	Period
1.	Submission of sketch plan & preliminary estimates.	Within 4 (four) weeks from the date of receipt of instructions from the Bank.
2.	Submission of Detailed drawings complete in all respect for the project for approval by the local authority.	Within 2 (two) weeks from the date of receipt of Bank's approval of the sketch plans and preliminary estimates.
3.	Submission of Detailed structural & other drawings and estimates, complete in all respect for the project.	Within (4 four) weeks from the date of receipt of plan approved by the local authority.
4.	Submission of Drawings and Draft tender documents complete in all respect.	Within 2 (two) weeks from the date of receipt of Bank's approval of Detailed estimates.
5.	Submission of Architect's report on the various tenders.	Within 2 (two) weeks from the date of receipt of tenders from the Bank.
6.	Submission of variation orders.	Within a fortnight from the date of receipt of Bank's approval of the variation. In the case of variation costing less than Rs.25,000/- or the amount authorized, as the case may be, within one week from the date of issue of instructions by the Architects to the contractors.
7.	Other drawings, etc, if any.	Within a reasonable time not more than 5 days for the smooth running of the work.
8	Procure building permissions and approval of plans from the local authorities	Within a reasonable time of maximum 4 months from date of award of contract to the Architect.