

Tender ID:-	DEL/LHO/P&E/2023-24/07
Date:-	29-09-2023



STATE BANK OF INDIA

INVITES

REQUEST FOR PROPOSAL (RFP)

FOR PRE-QUALIFICATION (PQ) AND ENGAGEMENT / APPOINTMENT OF
REPUTED ARCHITECTURAL CONSULTANCY FIRMS (ACF)

FOR

PROPOSED UPLIFTMENT/ UPGRADATION OF FAÇADE OF C & D BLOCK
BUILDINGS INCLUDING RELATED REPAIRS, RENOVATION OR MINOR
RETROFITTING WORKS AT STATE BANK OF INDIA, LHO, NEW DELHI COMPLEX

PART A- TECHNICAL BID

Last Date and Time of submission: 19-10-2023 up to 15:00 Hours

NAME OF THE APPLICANT / FIRM :
ADDRESS :
DATE :

Application Documents to be submitted to:-

Assistant General Manager (P&E),
State Bank of India,
5th Floor, Local Head Office,
11, Parliament Street,
New Delhi-110001
Telephone No-011-23407350.
Email id:- agmpre.lhodel@sbi.co.in

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LETTER OF INVITATION
(DETAILED NOTICE INVITING REQUEST FOR PROPOSAL)

SBI invites tenders (Request for Proposal) from Architectural Consultancy firms (ACFs) for rendering comprehensive Architectural services (i.e. including Project Management Consultancy Services) for the Proposed Upliftment/ Upgradation of Façade Of C & D Block Buildings Including Related Repairs, Renovation Or Minor Retrofitting Works At State Bank Of India, LHO, New Delhi Complex.

The tender documents (Part-A & Part-B) containing eligibility criteria, scope of the services to be rendered, terms and conditions of engagement, detailed formats etc. can be downloaded from our website bank.sbi----> [SBI in the news](#) ----> [Procurement news](#).

1. SCHEDULE OF EVENTS :

EVENT	DATE
Press Notice/uploading at Bank's website	29 / 09 /2023
Last date of submission of Tender Documents	19/10 /2023 by 1500 Hrs
Opening of Technical Bids	19/10 /2023 by 1530 Hrs
Declaration of firms/bidders shortlisted for design competition	Will be declared later
Date of submission of Proposal & Design Scheme	Will be declared later
Design Competition	Will be declared later
Opening of Financial Bids	Will be declared later
Declaration of successful Bidder	Will be declared later

2. BRIEF DESCRIPTION OF WORK:

The details given below are indicative and not exhaustive. The following description is provided to apprise the Applicants about the nature, details / scope and are general specifications of work which may be modified by the Bank at later stage. Detailed specifications, terms and conditions etc. shall be included in the Technical Bid / Price Bid of Tender documents.

- i) **Name of work** : Proposed Upliftment/ Upgradation of Façade Of C & D Block Buildings Including related Repairs, Renovation Or Minor Retrofitting works At State Bank Of India, LHO, New Delhi Complex
- ii) **Site Address** : State Bank of India, Local Head Office, 11, Parliament Street, New Delhi-110001

iii) **Completion period for the work** : Maximum 6 months or as decided by the Bank.

iv) **Brief description of the building & work:**

State Bank of India is having multi-storied building blocks at 11, Parliament Street New Delhi which had been constructed in late 1960s and completed around early 1970s. The main Façade of the Building is made up of Aluminium fins, Exposed concrete, Cement plaster, Glass mosaic tiles etc. .

The SBI intends to uplift / upgrade façade of its two Building blocks i.e. Block 'C' (G+8) & Block 'D' (G+14). The façade works may also include repairs, renovation or minor retrofitting works without any major civil works (only minor civil works at existing structure shall be allowed) without disturbing the existing day to day activity of the Bank.

The proposed work should include completable combinations of latest façade elements like DGU, ACP, Clay façade Panels, dry stone cladding, Structural glazing, water curtain etc. through a combination of modern and Indian architectural style, considering the location of the said building. The proposed design should reflect the glorious tradition and futuristic vision of SBI.

3. SUBMISSION OF APPLICATIONS/ BIDS :

(a) All correspondence and covers / envelopes should be addressed to **“The Assistant General Manager (P&E), State Bank of India, Premises & Estate Deptt, 5th Floor, Local Head Office, 11, Sansad Marg, New Delhi-110001”**

(b) The tender documents are in two parts i .e. **Technical Bid (RFP documents including Format-I to VI) along with necessary enclosures / Annexures, application / tender fees etc. in Envelope/Cover-A and Price/Financial Bid in Envelope/Cover-B** and should be put in two separate properly sealed envelopes /covers super-scribed as **“Part-A (Technical Bid)- RFP for comprehensive Architectural services for Façade”** and **“Part-B (Price Bid)- RFP for comprehensive Architectural services for Façade”** respectively. The Cover-B / Price Bid cover should have only and only price bid, if other the bids are liable to be rejected at sole discretion of the Bank.

(c) Both the above said separately sealed envelopes i.e. Cover-A and Cover-B should again be placed in another Master cover i.e. Cover-C (super-scribed as **“ RFP for comprehensive Architectural services for Façade”**) which shall be properly sealed and

dropped in the tender box which will be kept available in the office of Assistant General Manager (P&E) located at 5th Floor State Bank of India, Local Head Office, New Delhi-110001 from 10.30 am to 5.00 pm on all working days till last day & time of submission of applications as per schedule of events above.

(d) **The Tender/Application Fees is Rs. 5,000/- (Rupees Five thousand only)** which must be submitted/paid through **Demand Draft / Banker's Cheque** drawn in favour of **'State Bank of India'** payable at **'New Delhi'** and its reference details must be entered in these tender documents at specified / designated places (i.e. Form of Tender). The tenders without tender/application fees shall be rejected and will not be considered for further process. The application fee is **non-refundable**.

(e) **The Earnest Money Deposit (EMD) is Rs. 50,000/- (Rupees Fifty thousand only)** which must be submitted /paid by **only those bidders who are short listed for participation in Design Competition**. The EMD amount must be submitted/paid through **Demand Draft / Banker's Cheque** drawn in favour of **'State Bank of India'** payable at **'New Delhi'**. The short-listed bidder/s who did not submit the said EMD amount shall not be allowed to participate in the Design Competition and their applications / bids /tenders will not be considered for further process. The earnest money deposit of unsuccessful bidders will be refunded without interest within **One Month** from date of opening of Financial/Price Bids. The EMD of successful bidder shall be refunded without any interest on successful completion of the project. If any bidder withdraws their bid / tender and /or fails to provide comprehensive Architectural Services as per these RFP documents, their EMD is liable to be forfeited by the Banks at its own discretion.

(f) The documents mentioned in the tender, formats, annexures etc. must be duly filled, signed by authorized signatory, sealed / stamped on each paper.

4. OPENING OF TECHNICAL BIDS:

Place of Opening : in the Cabin of AGM (P&E) at 5th floor, State Bank of India, Local Head Office, New Delhi.

The Master cover containing both the Cover-A & Cover-B will be opened and thereafter only Covers-A containing Technical Bids will be opened by the authorized committee of the Bank in the presence of all bidders or their authorized representatives having brought proper letter/s of authorization to participate in the bid opening, present at the scheduled time & place as per schedule of events above. Cover- B (Price Bid) of all

applicants will be kept & sealed in a separate envelope till completion of design competition. Date & time of opening of Price Bids will be intimated to the shortlisted applicants at appropriate time.

5. SCRUTINY & EVALUATION OF TECHNICAL BIDS:

The Technical Bids of only those bidders shall be evaluated who deposited the tender/application fees (non-refundable) and who fulfill the '**Minimum Eligibility Criteria**' mentioned in these tender documents. The evaluation of Technical Bids will be done as per '**Evaluation Criteria of Technical Bids**' described in these tender documents. Based on this evaluation top 5 bidders out of the bidders getting minimum or more marks than qualifying marks (**Qualifying marks are 70 out of 100**) will be **selected / short-listed** to participate in the design competition. If number of bidders/ applicants getting minimum or more marks than qualifying marks are less than three (03), top three bidders may be short listed at the sole discretion of the Bank. The Bank will have right to increase the number of shortlisted bidders at its sole discretion. The names of these short-listed bidders will be declared on a date which will be decided by the Bank. Intimation in this regard will also be sent to bidders through e-mail on their e-mail addresses advised to the bank in their technical bids.

6. DESIGN COMPETITION:

(a) Bidders shortlisted for participating in design competition will have to present their design scheme to the committee on the date as per '**Schedule of Events**'.

(b) Each shortlisted bidder will be given approx. 30 minutes for making presentation. After presentation, the committee members will interact with the bidder to understand presentation. The date and exact timing of time slot shall be intimated to bidders through e-mail. To participate in design competition the bidders will have to attend the event on their own expenses. However, the Bank will make payment of **Rs. 1,00,000/- (Rupees One Lacs only)** as honorarium / appreciation for their efforts on submission and presentation of their design scheme. The evaluation of design will be done as per '**Evaluation Criteria of ACF & Design**' described in these tender documents.

(c) The said honorarium will not be paid to the successful bidder (finally selected).

7. OPENING OF PRICE / FINANCIAL BIDS:

The cover-B containing Price/Financial Bid submitted by bidders who participated in

the design competition will be opened by the authorized committee of the Bank in the presence of those bidders or their authorized representatives having brought proper letters of authorization to participate in the Price /Financial bid opening event to be held as per 'Schedule of Events'. Please note that the bidders whose financial / Price / Commercial Bid / Quote is not as per the '**maximum cap / limit**' & '**minimum floor rate of fees**' prescribed /mentioned in these tender documents shall be disqualified and their bids / tenders shall be rejected summarily and shall not be considered for further processing / evaluation.

8. AWARD OF CONTRACT:

The Architectural Consultancy Firm which gets **highest points / marks** in Techno-Commercial Evaluation (points obtained in technical and commercial bid put together) done as per '**Criteria of Techno-Commercial Evaluation**' described in these tender documents, will be declared as the prospective bidder for further decision by the Bank for their appointment / engagement as ACF for the said work.

9. IMPORTANT NOTE ON PRICE / FINANCIAL BID & PAYMENT OF FEES

Please note that there is a **maximum cap / limit of rate of fees at 3% (three percent) and minimum floor rate of fees will be 1.00% (one percent)** of the actual project cost plus GST as applicable for the payment of the professional rate of fees payable to the ACF. The fees/ rate of fees is inclusive of travelling / incidental expenses etc. and remain fix till completion of the project. The scope of the work may vary on either side and in case Bank decides to reduce or enhance the scope of work, fees payable shall be based on actual cost as approved by the Bank. The above rate of fees will be for rendering combined services of Architectural work and project management work.

Statutory deductions such as TDS etc. as applicable shall be deducted from the fees of ACF.

10. MINIMUM REQUIREMENTS FOR PROPOSAL & DESIGN PRESENTATION

- i. The proposed design should be a combination of modernism and Indian architectural style, considering the location of the building (Lutyens's Delhi And Jantar Mantar); which should reflect the glorious tradition and futuristic vision of SBI.
- ii. Visual impact assessment must be a part of the proposal and presentation, considering the location and surrounding of the said building.

- iii. The proposal should be a cost-effective solution without any major civil works (only related civil works and repairs at existing structure shall be allowed) without disturbing the existing day to day activity of the bank. No additional projections violating norms of various local authorities shall be allowed.
- iv. All proposed materials should be energy efficient, fire rated type and should add marks as per IGBC / GRIHA requirements.
- v. All proposals should be submitted with a walkthrough video/ presentation of proposed scheme covering all elevations of the buildings along with 3d views of the proposed scheme on A3 size sheet – colour high resolution prints.
- vi. The proposal should have basic specifications of materials proposed to be used along with places/ locations of their use.
- vii. Block estimate having approximate / lumpsum quantities of materials with their approximate prevailing market rates (i.e. Item rates including contractor's profit & overheads) has to be the part of the proposal.
- viii. Existing and proposed drawings for the said buildings and their façades has to be prepared by the participants and shall be the part of the proposal. No drawings/ details shall be supplied by Bank.
- ix. A completion schedule should also be submitted by the applicants as part of the proposal.
- x. The proposal & presentation shall be submitted to the Bank in soft as well as hard copies.

11. GENERAL:

- (i) SBI intend to commence and get the project / Work completed in all respect within a **maximum Time Span / Frame of 6 months or less as may be decided by the Bank** from the date of issuing "letter of Intent" to the contractor.
- (ii) **Validity period of Bid and Agreement with ACF: 120 days** shall be the validity period of bid from the date of opening of Price Bid and **18 months** shall be the validity period of agreement from the date of concluding the agreement unless extended by both the parties.

- (iii) On award of the contract, the Architectural consultancy Firm will take up/commence the assignment immediately so that the final comprehensive proposal and estimates (consisting of Architects report, Architectural drawings, detailed estimates, measurement sheets, rate analysis, basic sections, specifications etc.) are submitted to the Bank within 30 days from the date of issue of "letter of Intent" to the ACF.
- (iv) If Bank finds that performance of ACF is not satisfactory at any stage, the Bank will have the right to terminate the contract after giving a notice as per agreement.
- (v) The Bank will have right to change scheduled date of any event. Revised date will be displayed on our website or advised through email as required.
- (vi) Any corrigendum and/or addenda to these tender documents shall be intimated through announcement at Bank's website only. The prospective bidders are requested to peruse Procurement News section of our Bank's website Bank.sbi regularly till the process of tendering gets over.
- (vii) Officials of Bank may visit office of bidder, sites of similar project/s completed by bidder and office of those clients to verify information submitted by bidder in technical bid. In case it is found that bidder has submitted misleading information in technical bid the candidature of bidder will be dismissed. The Bank may seek confidential report from previous clients of bidder and in case Bank receives any negative report then Bank may reject the bid / application of that applicant at its sole discretion.
- (viii) The design scheme / proposal submitted / presented by the design competition participants shall be the property of the Bank.
- (ix) The following group of words used in these tender documents mean one or the same and are interchangeable:
 - a. RFP, Tender, Application and Bid.
 - b. Bidder, Tenderer, Applicant, ACF, Architect, APMC and consultant.
 - c. Work and project.
 - d. Bank, State Bank of India and Client.
 - e. Proposal, Design scheme and proposal & design scheme.
- (x) All the components/ clauses of these RFP documents are complementary to each other and shall form part of the final agreement to be executed between Bank and ACF. In case of any discrepancies / contradictions, the decisions of Bank shall be final and binding on ACF unless got clarified from the Bank up to the date of submission of Bid.

- (xi) Bank reserves the right to make changes in the 'evaluation criteria of Technical bids', 'evaluation criteria of ACF & Design' etc. Although, such changes are not likely however if incorporated, the same shall be displayed on the Bank website by way of corrigendum / addendum before last date of submission and /or last date of submission may be extended. The notification of change/s, if any done after shortlisting, in evaluation criteria of ACF & Design shall be sent to the shortlisted bidders through email up to seven (07) days prior to the last date of submission of proposal & design scheme.
- (xii) Bank reserves the right to terminate this process of pre-qualification & selection of ACF at any stage and in that case no compensation shall be paid by the Bank to the applicants except the amount payable to the design competition participants as per the clause/s in the tender documents.
- (xiii) The applicants are requested and expected to visit the site so as to acquaint themselves with the site conditions. They may visit the site on any working day from 30.09.2023 to 16.10.2023 between 2 pm to 5 pm after taking appointment from the following contact numbers.
- (xiv) The Finally selected ACF has to enter into an Integrity Pact, if required in view of Bank's guidelines / instructions.
- (xv) State Bank of India may reject any/all the bids received without assigning any reason thereof.
- (xvi) The jurisdiction for any dispute shall be New Delhi only.

ASSISTANT GENERAL MANAGER (P&E)

Date : 29-09-2023

State Bank of India
Premises & Estate Department
5th Floor, Local Head Office,
11, Parliament Street,
New Delhi-110001

Contact Nos.- 011-23407350, 011-23407351, 011-23407358, 7600035933

FORM OF TENDER
(Bid Submission Letter by Bidder)

To
The Assistant General Manager (P&E),
State Bank of India,
Premises & Estate Department
5th Floor, Local Head Office,
11, Parliament Street,
New Delhi-110001

Dear Sir,

Subject: Submission of Tender / Bid from Architectural Consultancy Firm (ACF) for rendering comprehensive Architectural Consultancy Services for :

PROPOSED UPLIFTMENT/ UPGRADATION OF FAÇADE OF C & D BLOCK BUILDINGS INCLUDING REPAIRS, RENOVATION OR MINOR RETROFITTING WORKS AT STATE BANK OF INDIA, LHO, NEW DELHI COMPLEX

1. Having examined the details given in these RFP documents for the above project, we herewith submit:

- (i) Technical Bid along with formats & annexures, Tender/Application fees etc. complete in all respect in Envelope / Cover-A
- (ii) Price/Financial Bid in a separate sealed envelope / Cover-B.

2. The particulars of Application Fee (Non-refundable) are as under:

Head	Amount	Demand Draft / Banker's Cheque No. & Date	Name of issuing Bank
Application Fees	Rs. 5,000/-		

3. We accept and agree to all terms and conditions laid down in these RFP documents. The information, facts and figures furnished by us in these tender documents are true and correct to the best of my knowledge and belief and no information, facts and figure is concealed totally or partly. We acknowledge and confirm that in the event of any information, facts and figure is noticed to be false or incorrect partially or fully by the

bank at any stage, our tender shall be liable to be rejected & invalidated by the Bank. We also confirm that we have thoroughly read & understood all the tender documents which include the draft agreement between SBI and ACF and confirm that we will execute the same if contract is awarded to us / we are engaged for the said work.

4. All the contents & components including terms and conditions of these tender documents are final & binding on us and we have not made any change/s in these tender documents. We have neither put any condition in these tender documents nor have made any deviation in these terms and conditions. SBI has right to reject our application / tender if our application / tender is found deviating or altered from tender documents uploaded at the website of SBI

Yours faithfully,

(Signature of Authorized Signatory)

(Seal/Stamp of ACF)

Name :

Designation :

Date :

Place :

ROLE & RESPONSIBILITIES OF 'ARCHITECTURAL CONSULTANCY FIRM'
(Covered under the rate of fees payable as per Agreement)

The **Architectural Consultancy Firm / Consultant** will take up and complete all necessary work and requirements such as but not limiting to, Obtention of permissions, NOCs, commencement / completion certificate required to be obtained from **ASI (Archeological Survey of India), NDMC (New Delhi Municipal Corporation), DUAC (Delhi Urban Art Commission) etc.** and other State / Central Government / Statutory authorities. The ACF will assume total responsibility for completion of the project in all respects till obtaining necessary completion certificates from respective Govt. authorities within the specified **time frame** as stated in '**Letter of Invitation**'. The time is the essence of the contract and the duties of the consultant will be governed by the standard agreement (Draft of Agreement is the part of these tender documents) to be executed with SBI by the successful bidder. The role and responsibilities of the ACF will broadly include:

- (a) Prepare and submit sketch plans as per Bank's requirement incorporating measures suggested in IGBC Green building norms including preparation of alternatives and carrying out necessary revisions till the sketch plans are finally approved by the Bank in accordance with the local governing codes/standards, regulations etc. making approximate cost based on unit cost and submit along with a detailed project report on the scheme and a proper PERT/Bar chart incorporating all the activities such as preparation of working drawings, structural drawings, detailed drawings, tender documents, invitation of tenders and award of works, execution of works, obtention of services including occupation certificates etc. required for the completion of the project. The proposal should also include various stages of services to be rendered by the consultants in co-ordination with the Bank.
- (b) Prepare building plans, other required detailed drawings on receipt of approval of the sketch plans by the Bank and submit as per the regulation of local authorities and obtain their approval/sanction for construction. Necessary follow up with the local authorities in getting the approval/ sanction of building plan, within prescribed time.
- (c) Prepare architectural detailed drawings, structural calculations and drawings, layout drawings for the entire scope of works, detailed estimates of cost, rate analysis for all items, take off sheets and all such other particulars as may be necessary.
- (d) Preparing application for pre-qualification of the contractors, scrutinize the applications received and submit recommendations to the Bank for pre-qualifying the contractors.

RFP Documents

- (e) Preparing detailed tender document for various trades, complete with articles of agreement, special conditions, conditions of contract, specifications, bill of quantities including detailed analysis of rates based on market rates.
- (f) Preparing tender notices for issuance by the Bank and inviting tenders from prequalified contractors on behalf of the Bank and submitting assessment reports thereon, together with recommendations specifying abnormally high and low rated items. Preparing contract documents for all trades and getting them executed by the concerned contractors.
- (g) Preparing 4 copies of approved contract documents for all trades for the use of Bank, the contractor and site staff.
- (h) Assuming full responsibility for supervision and proper execution of all works by general and specialist contractors who are engaged from time to time as defined in the conditions of agreement.
- (i) Checking measurement of works at site, checking contractors' bills, issuing periodical certification of payment to enable the Bank to make payments to contractors.
- (j) Submitting a detailed account of steel, cement, and any other material that the Bank may specify and certifying the quantities utilized bill wise in the works.
- (k) Assisting in getting necessary service connections such as water supply, electrical, drainage, sewerage from local authorities.
- (l) Taking timely action for revalidation of sanction for construction from local authorities.
- (m) Obtaining final building completion and / or occupation certificate and securing permission of municipality and such other authority.
- (n) Appearing on behalf of the Bank before the Municipal Assessor or such other authorities in connection with the settlement of the rateable value/ property tax of the building and rendering advice in the matter to the Bank.
- (o) Supply, on completion of the project, two copies of all drawings. In addition, one set of all floor plans, sectional, elevation and layout plans showing all external services including streetlights shall be submitted on cloth tracing/polyester films. All drawings are also to be submitted in soft copy in AutoCAD format viz. Pen drive/ DVD etc. as also hard copies in two sets in minimum A3 size paper.

- (p) Assisting the Bank in all arbitration proceedings, if any, between the contractors and the Bank and defend the Bank in such proceedings.
- (q) Preparing the combined plan of plot if the site condition warrants Surveying the extant land and verifying measurements if the cost of the land is less than amount sanctioned.
- (r) Assisting the Bank in preparing reports to Chief Technical Examiner (CTE)'s Organization.
- (s) Rendering any other services connected with works usually and normally rendered by the Architect but not referred to herein above.
- (t) Preparation and issuance of detailed working drawings 2 sets to the contractor well in advance so that work is not held up at any point of time for want of the drawings / details. Additional 2 sets of such drawings will have to be issued to SBI for its records. All drawings shall be provided to Bank in AutoCAD format also.
- (u) Complete role of Project Management Consultant (PMC) will also be played by consultant to ensure both qualitative and quantitative aspects of the project and would include day to day supervision of work through experienced Engineer / Engineers to be posted at the site led by Project Architect / Consultant 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 consultant. The PMC work will broadly include 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 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.
- (v) The consultant will have to apply and obtain on behalf of the Bank all required approvals, CCs / NOC from ASI, NDMC, DUAC etc. and other Govt. / Statutory authorities from time to time well in time so that the progress of the work is not hampered. The consultant will have to issue structural stability certificate and other certificate required by statutory authorities.

- (w) The effective communication between various agencies / vendors contractors will have to be ensured by the consultant. 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.
- (x) During the defects liability period carrying out periodical inspection along with representatives of SBI and contractor, preparation of defects list and arrange for its rectification from contractor.
- (y) The Bank's project comes under Technical Audit by the Chief Technical Examiner's (CTE) Organization of Central Vigilance Commission. The ACF will assist the Bank in submission of reply to CTE's queries, if any and compliance of their observations. The list of duties mentioned above is only indicative and the consultant will have to assume full responsibility for completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workmanlike 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.
- (z) The Architectural Consultancy Firm to whom the work is awarded shall establish on-locale office/s in **Delhi/ NCR** within **two months** from date of issuing of '**Letter of Intent**' (LOI) by the Bank, if they do not already have an office in **Delhi/ NCR**. The on-locale office/s must have adequate staff & infrastructure required to efficiently carry out the above duties & responsibilities of Architectural Consultancy Firm . The ACF must post 1 Civil Engineer (B.E/ B.tech) on site having minimum 3 years' experience of handling similar sites and must be associated with the firm since last 2 years.

The list of duties mentioned above is only indicative and the consultant will have to assume full responsibility for completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workmanlike 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.

MINIMUM ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION

1. **“Similar Works”** under this clause shall mean **“Successful completion of upgradation / upliftment of Façade works of existing multi-storied Office / Commercial /Institutional / educational building or façade works as a part of new construction of multistoried Office / Commercial /Institutional / educational Buildings for reputed Corporates, PSU's, Government Organizations, Semi-Govt, PSB etc.”**

Façade means impressive and adorable façade works as indicated under aforesaid clause 2 of 'Letter of Invitation'.

2. The Firms / Architects applying must fulfil each of the following criteria as Architectural Consultancy firm (ACF). The applications of the firms/Architects not fulfilling the following criteria will not be considered for pre-qualification:

- a) Must have an experience of minimum **07** years of providing comprehensive Architectural services as on **31.08.2023**.
- b) At least one of proprietor/partners / Directors of the ACF should have a valid registration and license as an Architect from “Council of Architecture”. The consultant should also have a full-fledged office with adequate number of qualified architects, engineers, specialists and other personnel on the payroll / establishment of the company to execute work of such nature & magnitude and a green building certified professional architect accredited by IGBC or GRIHA should be on their payroll.
- c) Consortium / joint venture will not be accepted.
- d) Must have a valid PAN of Income Tax Department, GSTIN number and should have filed income tax returns for the last 3 financial years i.e. 2022-23, 2021-22, 2020-21.
- e) The Architectural Consultancy Firm should be a reasonably good profit making firm and average annual **turnover in last three years** ending on **31.03.2023** should not be less **Rs. 8.00 lacs (fees received towards providing ACF / Architecture / APMC)**. The **Certificate issued by Chartered Accountant (CA) should clearly mention the turnover (specifying nature & amount of receipts) & net profit of three financial years i.e. 2022-23, 2021-22, 2020-21. Certificate must bear date of its issue. Application without CA certificate may be summarily rejected.** The year in which no turnover is shown would also be considered for working out the average.

f) The Firm should have successfully completed similar works during last 7 years ending 31st day of August 2023 (Anyone of the following). **The threshold amounts mentioned below is the amount of only Façade works:**

- i) One **similar** completed work costing not less than the amount equal to **Rs. 10.00 Crores (excluding GST and Service Tax)**.
Or
- ii) Two **similar** completed works each costing not less than the amount equal to **Rs. 6.50 Crores (excluding GST and Service Tax)**.
Or
- iii) Three **similar** completed work costing not less than the amount equal to **Rs. 5.00 Crores (excluding GST and Service Tax)**.

Important - In case necessary bifurcation is not provided in the project completion certificate of the client, value of façade works will be considered maximum up to 12% of the amount (excluding GST / service tax) of Civil & structure works or 8% of the amount (excluding GST / service tax) of the total Building construction work (excluding interiors) mentioned in completion certificates issued by the client, only if the project is found to have impressive and adorable façade works as indicated under aforesaid clause 2 of 'Letter of Invitation'.

- 3. **It is mandatory for the bidder to enclose satisfactory completion certificates/s** issued by clients establishing that they have the experience as stated above in **para-2 f ('i' to 'iii')**.
- 4. Only those Works / Projects which have been successfully completed in all respects and handed over to the client shall be considered. Completion Certificates issued by the Competent Authority of the client only shall be considered valid.
- 5. **Partial Completion of work** will not be considered, even if the amount of completed work exceeds the minimum limit as shown at Para 2. f) (i), (ii) and (iii) above.

Important Note- *The amounts mentioned above are for the works completed after 31.08.2022. The amount of the works completed before 31.08.2022 shall be increased at the rate of 5% per annum successively to arrive at the current amount of the work for consideration under clause (f) above. Only fully completed year shall be considered for enhancement of amount as above. Part of the year shall not be considered.*

EVALUATION CRITERIA OF TECHNICAL BIDS

Only those works / projects which are completed during last 7 years as on 31/08/2023 shall be considered

S. No.	PARAMETER	MAXIMUM MARKS
1	Having Head / Main Office in Delhi / NCR Yes =10, No =0	10
2	Experience of Firm as Architectural Consultancy Firm 7 years =3, 10 years =5, 15 years =7, More than 15 years =10	10
3	Proprietor /at least one of the Partner /Director is having experience as Architect 15 years =5, 15-20 years =7, More than 20 years =10	10
4	Number of Building projects completed in NCR Upto 1 Nos. =5, 2 Nos. = 7, 3 Nos. or more =10	10
5	Number of Building projects completed in NDMC Nil= 0, 1 Nos. = 5, 2 Nos. or more =10	10
6	Having in-house Conservation Architect Yes =5, No =0	10
7	Impressiveness & Innovation in Design of 2 Nos. façade work or façade works of 2 Buildings for which Architectural / ACF services provided:	
a.	For Project -1: Excellent= 20 , Good= 10, Fair= 5 , Poor=0	20
b.	For Project -2: Excellent= 20 , Good= 10, Fair= 5 , Poor=0	20
	TOTAL	100

EVALUATION CRITERIA OF ACF & DESIGN

Design Presentation, experience, feasibility etc. of the short-listed applicants shall be evaluated based on the following parameters and marks/points shall be awarded accordingly.

S. No.	PARAMETER	MAXIMUM MARKS
1	Design Concept	
a.	Proposed Schematic Elevations	10
b.	Visual Impact Assessment	5
c.	Walk through of all four sides	10
d.	Green Building Features / Energy Efficiency in context of selection of materials, their availability etc.	5
e.	Projected Cost Estimate: Rs. 10 Crores to 15 Crores = 5, Other= 0	5
2	Statutory Approvals	
a.	Capability / experience in obtaining statutory approvals / liaisoning with local Government authorities and estimated time limit specified for the same.	5
b.	Conservation Architect is proprietor / partner/ director on roll and/or an associate for at least last 03 years and/ or experience of obtaining approval, NOC from NDMC, ASI, DUAC etc.	10
3	PMC Services	
a.	Road map and in house capability for preparation of detailed architectural structural and services design / working drawings and subhead-wise / item-wise estimates / draft tenders etc.	5
b.	Capability / Experience in Project Management Services (PMC) in handling large multi-storeyed projects, available inhouse infrastructure. Time estimate, Bar chart for completion of the project.	10
4	Experience with PSUs / Banks and handling CVC matters	
a.	Architectural consultancy services for Building works costing minimum Rs. 15 Crores (or more) for Public Sector Undertaking /Public Sector Banks/ Govt. Deptts. Yes = 5, No =0	5
b.	Architectural consultancy services for Building works costing minimum Rs. 15 Crores (or more) completed in Delhi/ NCR Yes = 5, No =0	5
5	Quality of proposal in terms of clarity, content & cost effectiveness.	10
6	Overall suitability & Impressiveness of Design as assessed by Selection Committee	15
	TOTAL	100

CRITERIA OF TECHNO-COMMERCIAL EVALUATION

The modality of Techno-Commercial Evaluation is explained herein under through an example in 3 steps

1. TECHNICAL EVALUATION

(a) The marks / points awarded to each shortlisted who participated in design competition as per 'evaluation criteria of ACF & Design tabulated above:

e.g. Three bidders / Architectural Consultancy Firm s **A, B & C** participated in design competition and mark /point awarded to them are as under :

A : 90

B : 70

C : 80

(b) Then 'Percentile Technical Score' of these firms shall be calculated as under:

A : $(90/90)*100= 100$

B : $(70/90)*100 =77.78$

C : $(80/90)*100=88.89$

2. COMMERCIAL EVALUATION

(a) e.g. the rate of fees (in percentage) quoted by these three firms in their Price /financial Bids are as under :

A : 2.75 %

B : 2.00 %

C : 2.25 %

(b) Then the 'Percentile Commercial Score' of these firms shall be calculated as under :

A : $(2.00/2.75) \times 100 = 72.73$

B : $(2.00/2.00) \times 100 = 100$

C : $(2.00/2.25) \times 100 = 88.89$

3. TECHNO-COMMERCIAL EVALUATION

For Techno-Commercial Evaluation 70% weightage shall be given to 'Percentile Technical Score' and 30% weightage shall be given to 'Percentile Commercial Score' as calculated above. Both the scores after giving the said weightage shall be added together to arrive at the 'Techno-Commercial Score' of each bidders. The bidder / Architectural

Consultancy Firm whose Techno-Commercial Score is highest shall be considered for awarding the contract.

The example is given as under :

$$A : (0.70 \times 100) + (0.30 \times 72.73) = \mathbf{91.82}$$

$$B : (0.70 \times 77.78) + (0.30 \times 100) = 84.45$$

$$C : (0.70 \times 88.89) + (0.30 \times 88.89) = 88.89$$

The 'Techno-Commercial Score' of bidder / Architectural Consultancy Firm 'A' is highest in the above example, therefore, the bidder 'A' shall be considered for awarding the ARCHITECTURAL SERVICES contract.

----- End of the Section -----

INSTRUCTIONS FOR FILLING FORMATS

(PLEASE PAY ATTENTION)

Henceforth you have to fill information in various forms / formats (**FORMAT-I to FORMAT-VIII**). While doing so please keep in mind following things.

1. Information to be furnished should be correct, crisp, to the point and precise.
2. Please do not leave any field/column/box blank. In case nothing has to be filled in a particular field/column/box then please write '**Not Applicable**' or '**NA**'
3. Supporting documentary evidences ('Document of Evidence') are needed to be enclosed as '**Annexure**' for claims /information filled by you in **FORMAT-I to FORMAT-VIII**.
4. For which information/claims, the 'Documents of Evidence' is needed and what type of 'Documents of Evidence' are needed is spelt out / mentioned in the **FORMATS** and in the these tender documents.
5. So go through the tender document & **FORMATS** meticulously & thoroughly and keep ready the documents which are needed to be mentioned in **FORMATS** and are to be enclosed as evidence.
6. These 'Document of Evidence' are to be given numbers e.g. Annexure-1, Annexure-2, Annexure-3 ..and so on and write in bold letters (as **Annexure-1, Annexure-2**) on the top right corner of the documents.

e.g. In **FORMAT-I** at S.No.9 you want to enclose the 'Partnership Deed ' as 'Document of Evidence' for Date of Establishing Architectural Consultancy Firm . Then Write - '**Annexure-1**' at the top right corner of the 'Partnership Deed'. Write - '**Partnership Deed**' in blank field /cell against Annexure-1 in **FORMAT-VI** and also in blank field/cell of S.No.-9 of **FORMAT-I**. Write - '**Annexure-1**' in blank field/cell of S.No.-10 of **FORMAT-I**
7. Please ensure that correct Annexure No. is mentioned in relevant field of various **FORMATS**.
8. All the enclosures (i.e. Annexures) should be self certified copies bearing signature of authorized signatory and seal of the firm / bidder.

9. All the Annexures must be serially (Annexure-1, Annexure-2 ...) arranged, placed/ enclosed after FORMAT-VIII and submitted in Cover-A along with Technical Bid (These Annexures will for part of Technical Bid of Tender)

10. There is possibility that same document (Document of Evidence') has to be mentioned as evidence at more than one place in the technical bid. In that case enclose/annexe only one copy of that document and mention that Annexure Number at every place where that particular document needs to be referred.

11. The certificate from the client should clearly mention particulars (salient features) of the project i.e. Scope of Work / Project, Scope of services offered by the Architectural Consultancy Firm , Estimated & actual project cost, Scheduled & actual dates of commencement & completion of project, Green building features provided in the building, Number of basements and floors, Height of the building from ground, Opinion of client on quality of services rendered by the Architectural Consultancy Firm etc. Also, please refer **relevant clauses of 'Minimum Eligibility Criteria'** of these tender documents in this regard.

----- End of the Section -----

(TO BE SUBMITTED WITH TECHNICAL BID COVER-A)

ARCHITECTURAL CONSULTANCY FIRM - PROFILE(Please carefully read Application Documents / Instructions before filling-up)**(Please strike-off which is not applicable)**

1	Name of the Architect / Firm	
2a	Full Postal Address of Architect / Firm	
2b	Mobile No.	
2c	Email ID	
3	Year of establishment of Firm (Enclose certified copies of relevant documents as Annexure- A)	
4	Constitution of Firm (Enclose certified copies of relevant documents as Annexure-B)	Sole Proprietorship / LLP / Partnership / Private Ltd. / Public Ltd. / Any other (Please specify)
5	Name of the Proprietor / Partners / Directors of the Organization / Firm.	
6a	Details of Authorized Signatory / ies:	
	(i) Name(s) of Authorized Signatory / ies	
	(ii) Phone No.	
	(iii) Mobile No.	
	(iv) Email-ID	
6b	Mode of Authorization of Authorized signatory (Enclose certified copies of relevant documents as Annexure-C)	Resolution / Partnership Deed / Registered Power of Attorney / Proprietor/any other (please specify)

RFP Documents

7	Whether registered with the “Council of Architecture” or “The Indian Institute of Architects”. If so, mention number and dates. (Enclose certified copies of relevant documents as Annexure-D)		
8a	PAN No. (Income tax) (Enclose certified copies of relevant documents as Annexure-E)		
8b	GST No. (Enclose certified copies of relevant documents as Annexure-F)		
9	GST paid during last 3 years (Amount in Lacs) (Enclose certified copies of certificate issued by Chartered Accountant as Annexure-G)	F.Y. 2022-23 :	
		F.Y. 2021-22 :	
		F.Y. 2020-21 :	
10	Banker’s Details: (Enclose certified copies of Cancelled Cheque as Annexure- H)		
	(i) Banker’s Name		
	(ii) Full Postal Address		
	(iii) Telephone No.		
	(iv) Account No.		
	(v) Type of Account		
11a	Turnover (i.e. total receipt as fees for Architectural & PMC Services) of the firm during last 3 years (Amount in Lacs) (Enclose certified copies of certificate issued by Chartered Accountant as Annexure-I)	Year ended on	Turnover
		31.03.2023	
		31.03.2022	
		31.03.2021	
11b	Profit & Loss Statement of the last 03 financial years (Enclose self-certified one page summarised balance sheet (audited) and one page of summarised Profit & Loss Account for the last 03 years collectively as Annexure-J)	F.Y. 2022-23 :	
		F.Y. 2021-22 :	
		F.Y. 2020-21 :	
12	Whether last three years IT returns filed (Please enclose certified copies of the IT Returns of 2020-21, 2021-22 and 2022-23) (Enclose certified copies of relevant documents Certificates as Annexure-K)	Yes / No	

RFP Documents

13	Details of similar works executed & completed	Please fill up enclosed Format-IV & enclose certified copies of Work Completion Certificates as Annexure-L		
14	Brief details of façade works provided in the buildings detailed in format -IV along with its cost.			
15	Details of similar works on hand.	Please fill up enclosed Format-V & enclose Certified copies of the letter of intent for award of the work from reputed private / multinational organizations/ PSUs etc. as Annexure-M		
16	Number of Architects/ Engineers who are directors/partners / permanent employee of the firm (Details of all these must be furnished at FORMAT-II & FORMAT-III)	Architects	Engineers	Total
17	'List of Office Equipments & Softwares' (owned/used by the firm)	(Enclose relevant information in separate sheet as Annexure-N)		
18	If Registered in the Panel of other Organisations such as CPWD, PWD, MES, Banks etc. Mention Name of Organisation, Registration No. & Date and Category (Enclose certified copies of relevant documents as Annexure-O)			
19	Particulars of participation in competitions and awards if any received	(Enclose relevant information in separate sheet as Annexure-P)		
20	If the firm is not having its office in Delhi/NCR, please indicate the time by which it is likely to open an office in Delhi/NCR with documentary evidence. (A confirmation from the firm may be obtained stating that within 2 months of award of the project an proper office set up will be opened in Delhi/NCR)			
21	Details (including status) of all the disputes (including Litigation, Arbitration, Mediation etc.) pertaining to Construction Contracts between Applicant's Firm and Clients during the last 03 years (i.e. from 01.09.2020) (Please use additional sheet, if required)	Please fill up enclosed Format-VI		

RFP Documents

22	Details of Experience of Statutory approvals obtained	Please fill up enclosed Format-VII & enclose certified copies of Statutory approvals as Annexure-Q
23	Details of Impressive Façade works completed	Please fill up enclosed Format-VIII & enclose certified copies of relevant work Completion Certificates as Annexure-S
24	Details of all delisting / debarring / blacklisting / depaneling etc. of the Applicant Firm by any Organisation / Client during the last 03 years (i.e. from 01.09.2020)	
25	Details (Name, Designation, PF No.) of near relatives working in State Bank of India. (for definition of near relatives please refer Instructions, Terms and Conditions)	

(Note :- All Enclosures must be self-certified by Authorised Signatory)

I/We have read and understood all the contents of these Application Documents and are acceptable to us. I/We also certify that my/our firm fulfils the ELIGIBILITY CRITERIA for this work.

I/We hereby confirm and certify that the information given above are correct and true and the Annexures / Enclosures etc. enclosed herewith are genuine.

I/We are authorized to sign and submit the Application Documents for pre-qualification.

I/We understand and agree that if at any stage it is found / noticed by the Bank that any information provided by us is untrue / incorrect, partly or fully and / or concealed in these Application Documents and / or also in case of receipt of any adverse / unsatisfactory report from previous or present clients / Bankers, the Bank on its own discretion may reject application at any stage and / or may de-list us from PQ / Empanelment List and / or may take any other appropriate action.

I/We also understand and agree that partly / wrongly filled application and / or applications not on prescribed proforma and / or applications not accompanying relevant Documents / Enclosures / Annexures and Application Documents not signed

by the Authorised Signatory and / or received after the due date and time are liable to be summarily rejected by the Bank at its own discretion.

I/We understand and agree that this is merely an application/ and does not entitle us to be necessarily pre-qualified / empanelled by the Bank and/or invite us for participation in tender process and Bank reserves the right to reject all and / or any application without assigning any reason thereof.

Note :- Please enclose all the Annexures / Enclosures / relevant supporting documents)

(Signature of Authorized Signatory)

(Seal/Stamp of ACF)

Name :

Designation :

Date :

Place :

FORMAT-II

(TO BE SUBMITTED WITH TECHNICAL BID COVER-A)

BIO-DATA OF PARTNERS/DIRECTORS

(USE SEPARATE FORM / FORMAT FOR EACH PARTNER / DIRECTOR)

(Before filling up the Formats, please read the tender documents in totality & particularly 'Instructions for filling Formats' carefully)

1	Name	
2	Designation	
3	Contact No.	
4	E-Mail id	
5	Associated with Firm since	
6	Date of Birth	
7	Professional Qualification	
8	Professional Experience	
9	Professional Affiliations	
10	Details of Membership i.r.o. S.No.-9 above. (Enclose certified copies of relevant documents as Annexure-II-A)	
11	Name of 'Document of Evidence' enclosed as proof of association with firm. e.g. Partnership Deed (Enclose certified copies of relevant documents as Annexure-II-B)	

(Signature of Authorized Signatory)

(Seal /Stamp of ACF)

FORMAT-III

(TO BE SUBMITTED WITH TECHNICAL BID COVER-A)

BIO-DATA OF ARCHITECTS & ENGINEERS

(USE SEPARATE FORM / FORMAT FOR EACH PERMANENT EMPLOYEE)

(Before filling up the Formats, please read the tender documents in totality & particularly 'Instructions for filling Formats' carefully)

1	Name	
2	Designation	
3	E-Mail id	
4	Associated with Firm since	
5	Date of Birth	
6	Professional Qualification	
7	Professional Experience	
8	Field of Expertise	
9	Professional Affiliations	
10	Details of Membership i.r.o. S.No.-9 above. (Enclose certified copies of 'Document of evidence' as Annexure-III-A)	
11	Name of 'Document of Evidence' enclosed as proof of Employment with firm. e.g. EPF Contribution details (Enclose certified copies of 'Document of evidence' as Annexure-III-B)	

(Signature of Authorized Signatory)

(Seal /Stamp of ACF)

(TO BE SUBMITTED WITH TECHNICAL BID COVER-A)

DETAILS OF SIMILAR WORKS ONLY (REFER CLAUSE-2f OF 'MINIMUM ELIGIBILITY CRITERIA') COMPLETED DURING LAST 07 YEARS ENDING 31/08/2023

- (i) Use separate sheet for each work.
(ii) Mention only those works which are completed & are as per eligibility criteria.
(iii) Only those works are to be included which are done under the 'name of firm' for which application / tender is being submitted.
(iv) The bidder/firm shall not have any objection if Bank seeks the confidential reports from the clients for which works are executed.

1	Name & Address of the Client Name / Designation of contact person of client Phone No. of contact person	
2	Status of Client (PSU / PS Bank / Govt. Dept/ MNC / Indian Blue Chip etc)	
3	Name of the Work / Project (As is in the Completion Certificate issued by Client)	
4	Complete Site Address of the Work	
5	Type of Work (Building-Work / ID &F Work)	
6	Brief Description of Scope of Work / Project	
7	Number of Storey	
8	Height of the Building from Ground Level (In Meters)	

9	Description/ Type of Façade and its completion cost as per Final bill / Completion Certificate issued by the Client.	
10	Scope of Services (Architectural / PMC / ARCHITECTURAL SERVICES)	
11	Estimated Value of Project (Rupees in Crore)	
12	Completion Cost of Project (Rupees in Crore)	
13	Schedule Date of Start of Project	
14	Scheduled Date of Completion of Project	
15	Actual Date of Start of Project	
16	Actual Date of Completion of Project	
17	Reasons of Time over run, if project delayed (If no delay, write - NA)	
18	Reasons of Cost over run, if project cost exceeded 5% beyond estimated cost (If within 5%, write - NA)	
19	Is Building certified by IGBC or TERI under LEED/GRIHA (Yes / No)	
20	If answer for S. No. 19 is 'YES' then certification level (Certified/Silver/Gold/Platinum) (If No, write- NA) (Enclose certified copies of certificate issued by IGBC/TERI as Annexure-IV-A)	

(Signature of Authorized Signatory)

(Seal/Stamp of ACF)

FORMAT-V

(TO BE SUBMITTED WITH TECHNICAL BID COVER-A)

DETAILS OF SIMILAR WORKS IN HAND
(REFER CLAUSE-2f OF 'MINIMUM ELIGIBILITY CRITERIA')

Sr. No.	Name of the Client	Nature of work	Details/ Type of Façade works proposed	Location of the Building/ project	Estimated value	Total Built up area in Sqft	Total Façade Area in Sqft	Height of the Building	Present Status	Schedule date of completion	Remarks

(Signature of Authorized Signatory)

(Seal/Stamp of ACF)

(TO BE SUBMITTED WITH TECHNICAL BID COVER-A)

DETAILS OF ARBITRATION / LITIGATIONS/SUITS WITH CLIENTS
(INITIATED DURING LAST 3 YEARS AS ON 31/08/2023)

(USE SEPARATE SHEET/FORMAT FOR EACH CASE)

1	Name & Address of the Client	
2	Name of the Project	
3	Project Cost (Rupees in Crore)	
4	Status of the Project (In progress / Completed)	
5	Brief Details of Dispute	
6	Amount for which Arbitration / Litigation / Suits initiated	
7	Who initiated Arbitration/ Litigation/ Suit (Client / Contractor / you)	
8	Date of Initiation of Arbitration/ Litigation /Suit	
9	Status (Concluded / Pending)	
10	If Concluded, the brief description of award /Judgment	
11	If Pending, the brief reasons of pendency.	
12	Name & Date of the 'Document of Evidence' being enclosed (e.g. application filed/copy of award/judgment etc.) (Enclose certified copies of 'Document of evidence' as Annexure-VI-A)	

(Signature of Authorized Signatory)

(Seal/Stamp of ACF)

FORMAT-VII

(TO BE SUBMITTED WITH TECHNICAL BID COVER-A)

DETAILS OF EXPERIENCE OF STATUTORY APPROVALS OBTAINED

Sr. No.	Name & location of the project / work	Completion cost of the project / work	Date of completion	Name of the Client & contact details	Details of the Approvals, NOCs, Commencement Certificates, Completion Certificates etc. obtained	Authority from which obtained (NDMC/ ASI/ DUAC etc.)

(Signature of Authorized Signatory)

(Seal/Stamp of ACF)

RFP Documents

FORMAT-VIII

(TO BE SUBMITTED WITH TECHNICAL BID COVER-A)

DETAILS OF IMPRESSIVE FAÇADE WORKS COMPLETED

Sr. No.	Name & location of the project / work	Completion cost of the project / work	Date of completion	Name of the Client & contact details

(Please enclose minimum 6" X 8" colour photographs of façade)

(Signature of Authorized Signatory)

(Seal /Stamp of ACF)

DRAFT OF AGREEMENT

BETWEEN

**STATE BANK OF INDIA
PREMISES & ESTATE DEPARTMENT, LHO NEW DELHI**

AND

M/s.....

TOWARDS

ARCHITECTURAL CONSULTANCY SERVICES
FOR

**PROPOSED UPLIFTMENT/ UPGRADATION OF FAÇADE OF C & D BLOCK
BUILDINGS INCLUDING REPAIRS, RENOVATION OR MINOR RETROFITTING
WORKS AT STATE BANK OF INDIA, LHO, NEW DELHI COMPLEX**

This agreement made theday of between AGM/ DGM (),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 / firm as 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 said works :

(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, **local norms, likely type of facade 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 layouts/ sections/ elevations permissible and recommended façade elements and purpose, ~~adequacy of available water sources for drinking, flushing. A.C. adequacy of electric sources for lighting and Airconditioning 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 ASI (Archeological Survey of India), NDMC (New Delhi Municipal Corporation), DUAC (Delhi Urban Art Commission) etc. and other State / Central Government / Statutory authorities (Municipal Corporation etc.) and obtaining their approvals.

(c) After approval of the plans by the ASI/ NDMC/ DUAC 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 façade works and other allied structural works of the building, making designs and drawings for electrical services and also for any special installations like air-conditioning, fire fighting, 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 / work at site 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 contractors, 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 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 austere 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 form 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 approvals 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 / subcontractors 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.25,000/- 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 rate of 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 rate of 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 works etc. to assist them in their works. The remuneration, rate of 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:

S.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 (MMGSIII)	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.

(p) All terms & conditions included in the RFP document, Letter of Intent etc. shall form part of this agreement and shall be binding on the Architect / ACF.

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 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. up to 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.

Method of payment :-

For Project costing above Rs.5.00 crore:

The Bank shall pay fees to the Architects in the stages as follows:

Sr. No.	Services to be recorded	Subject to clarification s under col 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, preliminary estimates and their approval by the Bank.	1/16th (6.25%) of the total agreed % of fees on total cost of related work.	1/16th (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)	After completion of working drawings & detailed estimates to the satisfaction of the Bank including Architectural & structural drawing & all drawings pertaining to the various specialist services & their approval by the ASI, DUAC, NDMC etc. or other local authorities & Pre-qualifications of contractors for main civil work (foundation as well	1/8th (12.5%) of the total% of fees on total cost of related work.	3/16th (18.75%) of the total% of fees on total cost of related work.	If the civil work is executed in two stages i.e., foundation & 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 & estimates for interior work shall be paid later on when these are received & 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 & completion of

RFP Documents

	as superstructural)			prequalification work of civil contractors separately or together for foundation & super structure civil work (on the estimated cost excluding interior work).
(c)	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.	1/16th (6.25%) of the total% of fees on total cost of related work.	On 1/4th (25%) of the total fees on total cost of related work.	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.
(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.	1/2th (50%) of the total% of fees on total cost of related work. of related work.	3/4th (75%) of the total fees on total cost	-----
(d2)	On final completion of the project & closing of accounts including obtention of occupation	1/8th (12.5%) of the total% of fees on	7/8th (87.5%) of the total fees on total	

	certificate from NDMC / ASI / Fire authority / water connection authority / electrical connection authority / gas connection authority and / or any other authority / Board connected with the occupation of building.	total cost of related work.	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.	1/8th (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

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 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 the 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. 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 / 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 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.

