



**State Bank of India**

**Premises department, 3rd floor State Bank of India,**

**Local Head Office Mumbai Metro,**

**Synergy, 3<sup>rd</sup> Floor, C-6, G Block, Bandra Kurla Complex,**

**Bandra (E), Mumbai 400051**

**Phone No. 022-26445641, e-mail: agmpe.lhomum@sbi.co.in**

**TENDER ID: MUM20240201**

**TENDER NOTICE FOR PRE QUALIFICATION AND SELECTION OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF) FOR PROPOSED CONSTRUCTION OF NALASOPARA (W) BRANCH BUILDING AND RESIDENTIAL TOWERS FOR AWARD STAFF ON THE BANK'S PLOT AT VRUNDAVAN, NALASOPARA (W) MUMBAI**

SUBMITTED BY:

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

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

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

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

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

## TECHNICAL BID (ENVELOPE – I)

### NOTICE INVITING EXPRESSION OF INTEREST (EOI) (IN 2 BIDS SYSTEM) FOR PREQUALIFICATION AND SELECTION OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF)

State Bank of India (SBI) invites Expression of Interest (EOI) from reputed and experienced Architectural Firms/ Individual for participating in a Design Competition for selection and engagement of Architectural and project management consultancy firm (APMCF) for render Architectural and Project Management Consultancy Services through Design Competition for the **Proposed Construction of Nalasopara (W) Branch building and Residential towers for award staff on the Bank’s plot at Vrundavan, Nalasopara (W) Mumbai.**

Sr.No.	Particulars	Details
1.	Name of work	Architectural and PMC services for the proposed Construction of Nalasopara (W) Branch building and 3 residential towers for award staff at Vrundavan, Nalasopara(W)for State Bank of India.(“The Project”)
2.	Nature of Work	Architectural and project management consultancy firm (APMCF)
3.	Total Time allowed for completion of the Project	24 months from the date of award of work to APMCF
4.	Estimated cost of the project	Rs. 26.00 Crores
5.	Availability of Pre- Qualification Application/EOI/ Tender documents	Available on Bank’s website <a href="https://bank.sbi/web/sbi-in-the-news/procurement-news">https://bank.sbi/web/sbi-in-the-news/procurement-news</a> and <a href="https://etender.sbi/SBI">https://etender.sbi/SBI</a> from <b>01.02.2024 to 21.02.2024</b>
6.	Address for submission of Application/Tenders/EOI design Competition proposals for prequalification and selection of APMCF	Assistant General Manager (P&E) State Bank of India, LHO Mumbai Metro, Synergy, 3 <sup>rd</sup> Floor, C-6, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051
7.	Last date & time for submission of online Technical and Price Bid	<b>21.02.2024 by 03:00 PM</b> To be submitted online on e-tender portal – <a href="https://etender.sbi/SBI">https://etender.sbi/SBI</a> In addition to submission of Online Technical Bid and price Bid, the Bidder is also required to submit the whole Technical Bid with all supporting documents before due date to the above mentioned address.
8.	Date and Time of opening of Technical Bids.	<b>21.02.2024 by 03:30 PM</b>

9.	Opening of price bids.	After completion of design competition from shortlisted Architects and will be communicated accordingly.
10.	Contact Person of e-tender service provider for any clarifications regarding eTendering procedure, system requirements, digital signature etc.	i)Fahad Khan – 6352631766 fahad@eptl.in ii)ShaikhNasruddin–6352632098,shaikh@eptl.in iii)Jay Vyas – 9265562819, jay.v@eptl.in iv)Mubassera Mansuri - 7859800621,mubassera@eptl.in v) Hiral Purohit 6352631968, hiral.purohit@eptl.in e-mail: <a href="mailto:etender.support@sbi.co.in">etender.support@sbi.co.in</a>
11.	Submission of Technical Bid (Hard Copy)	In addition to submission of Online Technical Bid as well as Price Bid, the Bidder is also required to submit the whole Technical Bid with all supporting documents spirally bound securely and in serial order duly indexed & containing all pages duly filled & signed with company seal and date to this office with a forwarding letter by <b>03.00 PM on 21.02.2024</b> at the address as mentioned at Sr.No. 6. Failure to submit the Technical Bid in hard copy will automatically disqualify the bidder for further consideration.

12. Conditional proposals are liable for disqualification.

13. The SBI reserve their rights to accept or reject any or all the applications, either in whole or in part without assigning any reason(s) therefor and no correspondence shall be entertained in this regard.

14. In case, date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time and venue.

15. The shortlisted Architectural Firms/Individual shall be invited for Design Competition and date shall be intimated by SBI after the scrutiny of Technical Bid.

16. For any clarifications please contact Deputy Manager (Civil), State Bank of India Local Head Office Mumbai Metro, P&E Department, Synergy, 3rd Floor, C-6, G Block, Bandra - Kurla Complex, Bandra (E), Mumbai 400051 Phone No. 022-26445645.

17. Interested Architectural Firms/Individuals fulfilling prescribed eligibility criteria are hereby invited and requested to ensure submission of their Technical and Price Bid to be directly uploaded on the website (<https://etender.sbi/SBI>) as well as Technical bid in the prescribed format with supporting documents in **properly spiral bounded form** to:

Assistant General Manager (P&E)  
State Bank of India Local Head Office Mumbai Metro,  
Synergy, 3<sup>rd</sup> Floor, C-6, G Block, Bandra Kurla Complex,  
Bandra (E), Mumbai 400051

**by 3.00 PM on 21.02.2024.**

18. The applications received in loose sheets shall be summarily disqualified.

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

## 1. Disclaimer

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

## **INSTRUCTIONS TO THE BIDDER/ARCHITECTS**

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

Architectural & Project Management Consultancy Firm (APMCF) Services to render Architectural Consultancy Services for the Proposed Construction of Nalasopara (W) Branch building and residential towers for award staff at Vrundavan, Nalasopara (W), (admeasuring approx.74250 Square ft.) having other State Bank of India establishments.

#### **1.1. Site and its location**

Bank's plot at Vrundavan, SBI's quarters, cheddar nagar village- Nilemore Tal- Vasai Dist- Thane Nalasopara (W)

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

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

- Instructions to Prospective Architects
- General conditions of Contract
- Technical Bid
- Price Bid

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

- a. Price Bid
- b. Technical Bid
- c. Addendums (if any)
- d. General conditions of contract
- e. Instructions to Prospective Architects

2.3. **The tender documents are not transferable.**

### **3. Site Visit:**

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

### **4. Signing of contract Documents:**

The selected Bidder/Architect shall be bound to enter into an agreement in the prescribed format, within 15 days from the date of receipt of intimation of acceptance of their proposal by the SBI. However, even if no such formal agreement is signed, the written acceptance of the offer from the SBI will constitute a binding agreement between the Bank and successful Bidder/Architect.

5. **Completion Period:**

Time is essence of the contract. The Project has to be completed in all respect accordance with the terms of contract **within a period of 24 months** from the date of award of work to APMCF (Bidder/Architect).The APMCF has to ensure that the Project has to be completed within 18 months from the date of award of work to the civil contractor. The APMCF has to submit relevant documents / tenders / drawings etc. as per the schedule given in the agreement.

6. **Validity of Price Bid:**

Design Proposals shall remain valid and open for acceptance for a period of 90 days from the date of opening Price/Commercial bid. If the tenderer chooses to withdraw their offer during the validity period or makes modifications in their original offer, their Design Proposal shall be summarily disqualified without notice and no correspondence shall be entertained in this regard.

7. Price Bid shall be opened only of those shortlisted Bidders/Architects who have participated in the proposed Design presentation proving their technical competency and capability in handling similar projects for Central Govt. Dept./State Govt. Dept./Semi Govt. Dept. /PSU/Public sector Banks/Reputed Private Sector Banks.
8. All the Bidders/Architects shall be bound to accept and sign the “Integrity Pact” as per attached “Annexure I” and to submit the duly signed Integrity Pact along with their Application/Tenders. The Application of the Architects not submitting the Integrity Pact as per prescribed format shall be summarily disqualified and no correspondence shall be entertained in this regard.
9. Joint Venture/ Consortium shall not be allowed, and Prospective Architectural and project management consultancy firm (APMCF) should meet the mentioned Eligibility criteria themselves.

## **GENERAL CONDITIONS OF CONTRACT**

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

- 1.1. "Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India and the selected Bidder/Architect as APMCF, together with the documents referred there in including those conditions and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
  - 1.2. In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
  - 1.3. "SBI" shall mean State Bank of India, through its Local Head Office, Mumbai Metro at Synergy Building, BKC, Mumbai 400051
  - 1.4. 'The Architect' shall mean the individual or firm or company selected and engaged for undertaking the project as the APMCF and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.
2. The Architect must be equipped with adequate expertise and experience in undertaking Planning, designing & implementing/execution of Civil, Landscaping work, Electrical (HT/LT), Plumbing, Air-Conditioning, Lifts/Elevators, DG sets, UPS system, IBMS (CCTV, Public Address System, Fire & Safety Systems and integrating it with Building Management System) and all essential and ancillary works/services required for construction and completion of Residential buildings.

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

- (i) **Bidders / Architects shall have minimum 07 years' experience as an Architect as on 31.03.2023.** The experience should include all consultancy services for buildings such as architectural, structural, engineering, Interior and Furnishing and all internal and external services such as electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, fire fighting / horticulture, EPABX / Networking, gymnasium, parking, rainwater harvesting, sewage treatment plant, recycling of waste water, solar installation etc.
- (ii) The Bidders/Architects should have rendered satisfactory professional services in planning, designing & supervision of similar row housing /high-rise building construction projects, from inception to completion stage for:
  - a. At least one similar work of minimum **Rs.20.80 Crores** each or two similar projects of **minimum Rs.13.00 Crores** each or three similar projects of **minimum Rs.10.40 Crores** each during **last 7 years ending on 31.03.2023**. These building projects



should be residential/ commercial/ institutional building projects and the value of work mentioned is excluding GST.

“Similar Work” under this clause means Planning, Designing and Supervision of Construction of residential/ commercial/ institutional Building including Civil, Plumbing, Sanitary, Interior & Furnishing, Fire Fighting ,Air conditioning, Electrical and Solar Installation work for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks/ Reputed Private Sector Bank during last 7 years as on 31.03.2023”.

- (iii) At least one of Proprietor / Partners / Directors of the Bidder / Architect should have a valid registration and license as an Architect from “Council of Architecture”.
- (iv) The Bidder /Architect should preferably have a full-fledged office or ready to establish an office in **Mumbai** and should have adequate number of qualified Architects, Engineers and other personnel on the payroll / establishment of the company and should also have tie up arrangements with reputed registered and licensed services, Architect firms, Electrical consultants, Air-conditioning consultant etc.
- (v) The average annual turnover of the Bidder /Architect by way of professional Fee in last 3 financial years ending on 31.03.2023 shall not be less than **Rs. 23.40 Lacs**. Copies of the audited Annual Balance sheet for the last three financial years ending on 31.03.2023 shall be submitted in support of claims. The Architectural firm shall be in profit during last three financial years.
- (vi) The Bidders /Architects satisfying the prescribed eligibility criteria shall only become eligible to bid the assignment. Clear supporting evidences like photographs, certificates, documents etc. should be submitted with the bid.
- (vii) The Bidders /Architects should either have their local / Branch Office in **Mumbai** (documentary evidence to be submitted) or prepared to setup an adequate office setup with in-house capability and infrastructure / expertise to Manage such high magnitude specialized projects in **Mumbai** within1 month from the date of award of contract provided they are qualified for the project through laid down selection process. An undertaking to be submitted by the APMCF to this effect along with their application.
- (viii) The Bidders / Architects shall be responsible and prepared to engage expertise/Architects for all specialized services of the project for which in house expertise is not available with them within the professional fee agreed and payable to them.
- (ix) The Bidders /Architects should have qualified & experienced technical team at its disposal for deployment at site for day-to-day supervision of the project during the execution of the project from date of commencement of work to handing over of the entire infrastructure to the SBI.

- (x) The Bidders /Architects should have all necessary licenses, permissions, consents, no objection certificates, approvals as required under the law for carrying out its/their business including those envisaged under the scope of this tender.
  - (xi) The Bidders /Architects should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.
  - (xii) The Bidders /Architects should not have been blacklisted by the Govt. of India Organizations / PSU / PSE / Govt. Depts./Pubic Sector Banks/ reputed Private Sector Banks etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory professional services during the last 7 (seven) years. (Self-declaration to be submitted by the APMCF along with their application).
  - (xiii) The Architect firm should be a sole entity and not a consortium or joint venture.
  - (xiv) Merely fulfilling the prescribed eligibility criteria shall not entitle Architects for shortlisting and invitation for participation in the proposed Techno-commercial competition for the project. The shortlisting as well as final selection of Architect for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous employers etc.
4. The objective of this EOI is to identify and select suitable Architect as APMCF for planning, designing, project management and obtaining all clearances from local authorities concerned etc. as per duties and responsibilities mentioned in this document for the Construction of Quarters & Branch Building at Nalasopara (W).

5. **Submission of bids:**

- i. The Proposal shall be submitted as under:

Technical Bid comprising of this tender document with all annexure duly filled in along with copies of the authentic supporting documents to be uploaded on e-tender portal. Also, the Bidder is required to submit the whole Technical Bid with all supporting documents spirally bound securely and in serial order duly indexed & containing all pages duly filled & signed with company seal and date to this office with forwarding letter by 15.00hrs on 21/02/2024 at the prescribed address as mentioned in NIT. Failure to submit the Technical Bid in hard copy will automatically disqualify the bidder for future consideration.

**ii) The bidders are requested to submit their online price bid in the prescribed format in e-tender portal.**

- iii. The certified/self-attested copies of the supporting documents shall be furnished along with the technical bid.
- iv. All Annexures shall be duly signed by the Bidder / Architect with stamp on each page.

- v. Bid should be submitted strictly as per the formats prescribed in the Annexure to this Notice and bids submitted in any other format shall be summarily rejected.

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

- a) The e-Technical Bid of all the Architect will be first opened by the authorized Tender Opening committee and evaluated on the various eligibility criteria and other marking matrix parameters as per “ANNEXURE B”.
- b) The Bids will be initially evaluated for the eligibility based on the documents submitted in support of eligibility criteria specified hereinbefore and accordingly Bidders / Architects fulfilling the various criteria shall be shortlisted.
- c) Maximum **4 to 5 Bidders/Architects scoring highest marks**(based on evaluation as per Annexure –B, Part–A) on the prescribed parameters and marking matrix may be shortlisted by the Committee constituted by SBI.
- d) The SBI may consider inspecting the projects and calling for confidential reports from their clients prior to shortlisting and inviting for Design competition for the project.
- e) The decision of SBI in shortlisting of Architects invited for Design competition shall be final and binding and no correspondence shall be entertained in this regard.
- f) All shortlisted Bidders / Architects shall be advised to submit their Design presentation comprising of:
  - Approach paper /conceptual drawings /Plans /Models etc. along with a rough estimate in soft as well as hard copy as per Bank’s requirements and completely in compliance with local bye laws, rules and regulations applicable for the purpose at the centre within the specified time line.
- g) The Bidders / Architects submitting the requisite papers/ documents/drawings/Models etc. shall be invited for making a presentation before competent Committee constituted by SBI.
- h) The Committee constituted by SBI will evaluate the proposal and the presentation of the proposed approach, methodology and technical capabilities of the Bidders / Architects and shortlist the Bidders as per the laid down criteria. The decision of the Committee shall be final and binding on the Bidders.
- i) The e-Price/Commercial Bid of only those who had participated in the Design Presentation shall be opened.
- j) The Technical Bid and Commercial/Price Bid will have weightage of 70 and 30 marks respectively.

- k) The Bidder who score maximum marks put together for technical bid and price bid shall be considered for selection, after techno-commercial evaluation based on 70% weightage to Technical Parameters and 30%for Financial Bid. An example has been given regarding evaluation of proposals in Annexure –B and the bidders are requested to note the process of evaluation of bids.
- l) The parameters for evaluation of Bids are advised in **Annexure-B** (both **Part-A** and **Part-B**) to this Notice.

**7. Design Competition:**

- a) Bidders shortlisted for participating in Design competition will have to present their scheme of proposals/drawings/plans/visuals/3D Views etc. to the Committee on the date to be advised by SBI separately.
- b) Each Bidder will be given about 20 to 30 minutes time for making presentation. After presentation the committee members will interact with the Bidder to understand presentation.
- c) To participate in design competition, the Bidders will have to attend the event on their own expenses. However, the Bank will make lumpsum total payment of **Rs.35,000/- (Rupees Thirty Five thousand Only inclusive of all taxes)** as token of appreciation to those bidders/Architects who are invited and participating in the design competition except the selected Bidder/Architect (APMCF).
- d) The exact date, time and venue for design presentation shall be intimated to shortlisted Bidders separately.
- e) The design brief can be seen in scope of work for the project.

8. Based on the Design presentation proposal and other features for the proposed project, their capability and capacity shall be judged and rated by the competent committee of SBI including some independent external members on various Parameters and marking matrix as per **ANNEXURE –B, Part - B**.

**9. Financial bid**

- a) The prospective Bidders are required to submit their online Price Bid quoting the total professional fee for the project in the specified format in e-tender portal.
- b) The online price Bid of only those shortlisted bidders shall be opened/ entertained who will participate in the Technical Design Presentation against Specific Invitation from SBI.
- c) The price Bid shall be opened only after successful completion of the Technical Design Presentation and its Evaluation by the Competent Committee.

10. **Professional Fee:**

While quoting the total professional fee for the project in the Price Bid, the Bidders / Architects are as advised to consider the following:

- (i) The Bidders / Architects are required to quote professional fee (excluding GST) for the Architectural Consultancy Services including Project Management Consultancy Services in the Price Bid.
- ii) The SBI shall be at liberty to entrust the job of Architectural Consultancy as well as PMC Services to two different agencies within its sole discretion.
- (iii) The total professional Fee (i.e. Fee towards Architectural Consultancy Services and PMC) should be quoted as a fixed percentage of Total Project Cost (Excluding cost of items directly procured by the SBI) and can be quoted within following limit:-

**Upper cap (Maximum)@ 3.0% of the Total Project Cost (Excluding cost of items directly procured by the SBI)**

- a) No professional fee shall be payable to the selected APMCF for the bought-out items which are directly procured by the SBI.
- b) The prospective APMCF will obtain all necessary mandatory approvals (Essential for commencement of construction at site) and its periodical renewal, obtaining completion/occupancy certificates after completion of project etc. from the respective department/authorities including necessary liaison for procuring such permissions within the quoted professional fee only. However, any Govt. fee /charges payable to the respective Govt. authorities against Govt.'s demand note/challan/Map fee etc., shall be paid by the SBI against production of original copies of such demand note/challans.
- c) The selected Architect shall undertake to permit SBI for deductions of the following sums from the total fee becomes payable to them for the project as per the stage wise Fee structure and rate approved and accepted by the Bank:-  
Deduction on account of TDS as per applicable rules of Government.
- d) The selected Architect shall provide at least **one qualified Site Engineer having minimum 5 years of experience for day to day supervision** of the construction /measurements /quality assurance of the project within the fees quoted.
- e) Travelling expenses of the selected Architect to visit LHO and site shall be included in this fee.

11. **Award of Contract:**

- a) The Bidder/Architect which gets highest marks (obtained in technical and price bid put together as per evaluation) will be decided as the prospective APMCF for further decision on awarding of contract.
- b) SBI may reject any/all the bids received without assigning any reason whatsoever.

- c) Validity period of bid: 90 days shall be the validity period of bid from the date of opening of Price/Commercial Bid. However, the Bid submitted by the selected APMCF shall remain valid throughout the term of the Contract awarded.
12. On award of the contract, the Firm will be expected to take up/commence the assignment within 15 days of time.
  13. If the performance of the APMCF at any stage of the project is not found satisfactory or in the interest of the Bank, the SBI will have the right to terminate the agreement by giving one months' notice and in such an eventuality, no claim for any compensation/Fee for the balance work shall be considered. However, their dues shall be settled as per provisions contained in the standard agreement for the purpose, in proportion to the services actually rendered.
  14. The SBI will have right to change scheduled date of any event. Revised date will be displayed on our website or communicated separately.
  15. Any corrigendum in this EOI shall be intimated through announcement at **Bank's website only**. The prospective APMCF are requested to peruse Procurement News section of our Bank's website [www.bank.sbi](http://www.bank.sbi) from time to time till the process of selection of Architect gets over.
  16. Officials of SBI/ Bank may visit office of the Bidders/Architects, sites of project completed by Bidders/Architects and office of those clients to verify information submitted by Bidders/Architects in technical bid. In case it is found that Bidders/Architects has submitted misleading information in technical bid, the candidature of such Bidders/Architects will be dismissed. SBI will have discretion to seek confidential report from previous clients of the Bidders/Architects and in case of any negative report/feedback, the SBI may take action as deemed fit.

17. **Scope of services:**

The SBI proposes to engage services of Architectural and project management consultancy firm (APMCF) for the **Proposed Construction of Nalasopara (W) Branch building and Residential towers for award staff on the Bank's plot at Vrundavan, Nalasopara (W) Mumbai** for State Bank of India. This will be a 'State of Art' design having all modern amenities and will comply / have features of **'Green' and Energy Efficient Building**.

17.1. The SBI intends to commence and complete the works in all respects viz. ready for occupation within a maximum time span of **18 months** from the date of commencement of the work by the Civil contractor and 24 months from the date of allotment of work to APMCF.

17.2. The proposed APMCF will take all necessary work approvals in advance for the project (will also support/assist the L-1 contractor for construction works as and when required) of existing Municipal and other mandatory permissions, NOCs, occupation / completion certificate required to be obtained from the local Authorities viz. MCGM, Municipal Corporations, Town & Country Planning Department and any other State / Central Government / Statutory authorities etc. as applicable including obtaining occupation and completion certificate from Corporation/Govt. authorities within the specified approved time frame.

17.3. The time is the essence of the contract and the duties of the Architect will be governed by the standard agreement (sample of proposed agreement can be inspected at this office during Office hours) to be executed with SBI by the successful Architect.

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

The Duties /scope of work expected from the APMCF shall be as follows:

- i. Providing professional services for designing of Residential building as per latest Building standards and as per Banks area norms.
- ii. Preparation of sketch designs with two/three alternative schemes including carrying out necessary revisions till the sketch designs are finally approved by the SBI, making block estimates, 3D view etc.
- iii. Taking instructions from SBI, visiting site, preparing sketch scheme plans/designs for the project, working drawings, detailed Item Rate estimates supported with take-off sheets and standard Analysis of Rates for all major Items for the project including all services in accordance with standards, regulations, etc. (including carrying out necessary revisions till the designs are finally approved by the SBI).
- iv. The APMCF will obtain, on behalf of the Bank, all required approvals, NOCs, building permission / commencement certificate / Building / Municipal Permission from the local

Municipal Corporation, Town & Country Planning department/local Municipal corporation, Aviation, Maharashtra State Electricity Board, Electrical Inspectorate, Lifts/Elevators Inspectors, Fire department and any other Govt. / Statutory Authorities for commencing of the project , building completion / Occupation Certification and any other permission as applicable for establishment. However, all such building permissions shall be procured in a time bound manner as per the agreement with the Bank. The permissions and authorities mentioned above are not exhaustive, and it shall be the sole responsibility of APMCF to obtain all approvals necessary for commencement and completion of the construction of the Project as per the final design plan approved by SBI, including obtention of the Occupation Certificate, within Completion Period, i.e 24 months from date of award of the work to APMCF.

- v. In the event the APMCF fails to procure required building permissions and approval of plans from the local authorities within a reasonable time of maximum 4 months from the date of award of the Contract to APMCF, SBI shall be entitled to discontinue the services as the APMCF for the Project, and the APMCF shall not be entitled to claim any Professional fee for the services, if any, rendered for the Project.
- vi. The responsibility for liaison with all Govt. departments/authorities responsible for issuance of such mandatory permissions shall remain within the scope of services of the APMCF within their contract value and no extra charges toward liaison work etc. shall be payable for the same except reimbursement of fee payable against production of Govt. receipt /challans in respect of deposits made with the competent authorities, if any.
- vii. Preparation of detailed/concept design of all internal and external services such as electrical, AC, plumbing, water supply, lifts, fire-fighting / horticulture, EPABX / Networking, Building Management System, etc. All drawings will have to be prepared to the specified scale in three colour copies and editable soft copies in Auto CAD format.
- viii. Most of the features applicable for '**Green building**' such as energy conservation, use of solar and other renewable sources of energy, use of natural light to the maximum extent etc. will have to be taken into account during planning, design, and execution stages.
- ix. Preparation of 2/3 alternatives for 3D view / elevation / its 3D presentation of Visual Walk Through for its approval by SBI.
- x. Submitting PERT CHART / Bar Chart through Project management Software (MS Project/Primavera) incorporating all the activities required for the completion of the project well in time.
- xi. Preparation of detailed estimates, draft tenders and advising panel of contractor to SBI.



- xii. Preparation of subhead-wise item-wise/ detailed estimates based on prevailing market rate analysis, which will include preparation of rate analysis for all major items, take off / quantity sheets.
- xiii. Preparing documents for pre-qualification and empanelment of contractor, scrutinizing prequalification applications, submitting recommendations for prequalification of contractor for the project after inspection of work sites/office of various shortlisted contractors and extending all assistance to the SBI in finalizing the list of qualified Contractor by following elaborate procedure / norms laid down as per CVC guidelines.
- xiv. Assisting the Bank in selection of suitable soil consultant for site exploration, conducting field & laboratory soil testing as per standard requirements.
- xv. Preparing detailed tender documents/notices for various trades including Articles of agreement, special conditions, general conditions of contract, specifications, bill of quantities (BOQ), including detailed analysis of rates based on market rates, time and progress charts, etc. and seeking approval for the same from SBI based on approved estimates by SBI.
- xvi. Calling of competitive tenders each trade-wise at appropriate time from the pre-qualified Contractor. Required sets of tender documents will have to be prepared by the Architect themselves at no extra cost to SBI.
- xvii. Detailed scrutiny of the tender received including preparation of the comparative statement etc. and submission of recommendations for acceptance or otherwise, of the tender of successful bidder /contractor, placing of work order etc.
- xviii. Preparation and issuance of 3 sets of detailed Construction drawings 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.
- xix. Complete role of Project Management Consultant (PMC) will also be played by Principal Project Architect to ensure both qualitative and quantitative aspects of the project and would include day to day supervision of work through a team of various experienced Engineers led by a Project Manager to be posted at the site (within the professional fee mutually agreed only) and who will be overall responsible for smooth and timely completion of all works within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the Architect.
- xx. The PMC work will broadly include quality control during execution of project recording of measurements, verification of running account, final bills of contractors, finalization of accounts, extra / deviated items, rate analysis, maintaining various registers as per CVC / Bank's guidelines at site, preparation of bar chart, CPM networks and its updating for monitoring progress etc. The collection of samples of various materials 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.

- xxi. Ensuring day to day supervision of works, recording measurements, ensuring daily check on quality and specifications of the work being executed, ensuring on site / laboratory testing of materials as per contractual provisions and maintaining record thereof, ensuring compliance with all other standards etc. by deploying at least 2 full time qualified Site Engineers (engineering graduate of civil & electrical branch with minimum 5 year site experience) for all works and services at their own cost within the fee payable.
- xxii. Conducting thorough scrutiny and certification of contractor's bills including on site verification of 100% measurement for its correctness besides certifying execution of quality work strictly as per tender specifications, issuing periodical recommendations and certificates for payments to enable SBI to make payments to the contractor and adjustments of all accounts between the contractor and the SBI.
- xxiii. The APMCF shall assume full responsibility for all works & measurements certified by them. It shall be mandatory on the part of the APMCF to check the measurements of various items to the extent of 100% of each item of work claimed, in each running bill.
- xxiv. The effective communication between various agencies / vendors contractors will have to be ensured by the APMCF. The problems / hindrances / bottlenecks need to be sorted out / removed by arranging site meetings of all concerned including SBI and record of such meetings, decisions taken etc. need to be maintained in a chronological manner kept in a separate register.
- xxv. During the defect liability period carrying out periodical inspection along with representatives of SBI and the contractor, preparation of defects list and arrange for its rectification from contractor.
- xxvi. Preparation of 'As Built' drawings including those for all services and 2 sets of such drawings to be laminated and in the form of a CD/pen drive (soft copy) will have to be prepared and submitted to SBI in Auto CAD format.
- xxvii. The Bank's project comes under Integrity Pact and Technical Audit by the Chief Technical Examiner's (CTE) Organization of Central Vigilance Commission. The APMCF will assist the Bank in submission of reply to CTE's queries, if any and compliance of their observations.
- xxviii. APMCF shall perform all the services and discharge the obligations with due diligence, efficiency and economy in accordance with the generally accepted professional standards and practices.
- xxix. The APMCF shall act as faithful advisor and shall at all time support and safeguard legitimate interests of the SBI.
- xxx. The APMCF shall not accept any commission, discount etc. in connection with the activities to benefit himself.

- xxxi. All the activities mentioned in the scope of work shall be carried out in consultation with and approval of SBI team.
- xxxii. The APMCF shall attending to CTE's /CVO's/ IEMs observations if any from time to time till its final disposal and award of arbitration (if any).
- xxxiii. The list of duties mentioned above is only indicative and the APMCF will have to assume full responsibility for timely completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workman like manner in all respects till its occupation within the agreed time schedule and cost by following laid down norms / procedure of SBI and guidelines of CVC in an open and transparent manner to the satisfaction of the Bank and towards achieving this goal whatever is required to be done will have to be arranged by the consulting firm with the approval of SBI.

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

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

**ii)Contract Agreement:**

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

19. **Assignment and subletting**

The APMCF shall not directly or indirectly entrust, engage, transfer, assign or underlet the Contract or any part or share thereof or interest therein to any other Architects without the prior written permission of SBI and any such permitted assignment / transfer shall not relieve the APMCF from their responsibility of active & superintendence of the work during its progress. Wherever, the in-house expertise is not available with the Principal Architects, they shall engage professionally qualified Consultants for Structural / Electrical / Lifts / Firefighting / HVAC and other similar specialized professional service required for the project within the approved professional Fee as per agreement. However, responsibility in all matters pertaining to the project shall remain with APMCF.

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

The SBI shall be at liberty to abandon or reduce the scope of professional services of the APMCF for the reasons whatsoever including unsatisfactory performance or inordinate delay in rendering professional services in the project. In such an eventuality, the Architect shall have no right to claim any payment/ compensation or

otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Nothing herein above shall affect the right of SBI to recover damages from the APMCF for the loss, if any, caused to SBI on account of their failure to deliver the Services or unsatisfactory performance or inordinate delay in rendering the Services or failure to discharge/perform responsibilities under the Contract awarded to them.

## 21. **Fraud & Corrupt Practices**

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

21.2. Without prejudice to the rights of the SBI hereinabove, if an Architect is found by the SBI to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the bidding process or during any course of the project, such APMCF shall not be eligible to participate in any EOI/Tender issued by the SBI during the next period as decided by the SBI.

21.3. If the APMCF to whom the Contract is awarded has been found by SBI to have indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices as above, SBI shall have the right to terminate without any notice the Contract awarded to him, without being liable in any manner whatsoever to the APMCF and to also take punitive / legal action against said Architect, including but not limited to blacklisting him in all future dealings / tender process of SBI.

21.4. For the purposes of the above Clauses, the following terms shall have the meaning hereinafter, respectively assigned to them:

a. **“Corrupt practice”** means

- (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the SBI who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Intent or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SBI, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or

- (ii) Engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Intent or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Intent or the Agreement, who at any time has been or is a legal, financial or technical adviser of the SBI in relation to any matter concerning the Project.
- b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.
- c. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process.
- d. **“Undesirable practice”** means
  - (i) Establishing contact with any person connected with or employed or engaged by the SBI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or
  - (ii) Having a Conflict of Interest.
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among APMCF with the objective of restricting or manipulating a full and fair competition in the Bidding Process/ Techno commercial evaluation of the contractor.

## 22. Termination for Default

- 22.1. The SBI, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the APMCF may terminate the Contract in whole or in part:
- a. If the APMCF fails to deliver any of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the SBI; or
  - b. If the APMCF fails to perform any other obligation(s) under the contract; or
  - c. Laxity in adherence to standards laid down by the SBI; or
  - d. Discrepancies/deviations in the agreed processes or
  - e. Violations of terms and conditions stipulated in this Tender.
  - f. If the APMCF fails to procure mandatory permissions from the various local authorities within a reasonable time not exceeding 6 months and renewal of existing permissions from the respective local authorities within 45 days from the date of receipt approval of sketch scheme plans/instructions from the SBI to do so.
  - g. If the APMCF fails to open their office locally at **Mumbai** within the time line specified in this Tender.

- 22.2. In the event the SBI terminates the Contract in whole or in part for the breaches attributable to the APMCF, the SBI may engage, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, at the cost of APMCF and shall be liable to the SBI for any increase in cost for such similar Services. However, the APMCF shall continue to provide all their professional services to the extent same are not terminated as per agreement.
- 22.3. If the contract is terminated under any termination clause, the APMCF shall handover all design documents/ executable/ SBI's data or any other relevant information to the SBI in timely manner and in proper format/soft copies as well as hard copies as per scope and shall also support the orderly transition to another APMCF or to the SBI as decided by the SBI.
- 22.4. During the transition, the APMCF shall also support the SBI on technical queries/support on process implementation.
- 22.5. The SBI's right to terminate the Contract will be in addition to the penalties and other actions as deemed fit.
- 22.6. In the event of failure of APMCF to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the SBI at its sole discretion may make alternate arrangement for getting the Services contracted with another Architects as new APMCF. In such case, the SBI shall give prior notice to the existing APMCF. The existing APMCF shall continue to provide services as per the terms of Contract until a 'New APMCF completely takes over the work. During the transition phase, the existing APMCF shall render all reasonable assistance to the new APMCF within such period prescribed by the SBI, at no additional cost to the SBI, for ensuring smooth switch over and continuity of services.
- 22.7. Nothing herein above shall affect the right of the Bank to recover damages from the APMCF for loss, if any, caused to the Bank on account of failure of APMCF to deliver the Services or unsatisfactory performance or inordinate delay on the part of APMCF in rendering the Services or failure of APMCF to discharge/perform the responsibilities under the Contract awarded to them.

### 23. **Force Majeure**

- 23.1. Neither contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

- 23.2. As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 23.3. From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 23.4. Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

#### **24. Termination for Insolvency**

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

#### **25. Termination for Convenience**

The SBI, by written notice of not less than 30 (Thirty) days sent to the APMCF, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the SBI's convenience, the extent to which performance of the APMCF under the Contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Contract by SBI as above, the APMCF shall not be entitled for any compensation. However, Professional Fee, if any, due and payable, to the extent of the Services rendered by the APMCF up to the date of termination shall be settled as per provisions contained in the standard agreement for the purpose

#### **26. Governing Language**

The governing language shall be English.

#### **27. Taxes and Duties**

- 27.1. The APMCF shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the APMCF shall include all such taxes (excluding GST) in the approved professional Fee.
- 27.2. Price Bid quoted should be inclusive of all Central / State Government taxes/duties and levies but exclusive of GST.

27.3. Fee payable to the APMCF as stated in the Agreement shall be firm and not subject to adjustment during execution of the Project, irrespective of reasons whatsoever, including exchange rate fluctuations etc.

27.4. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this process shall be borne by the APMCF.

## 28. Tax deduction at Source

28.1. Wherever laws and regulations that require deduction of such taxes at the source of payment, the SBI shall affect such deductions from the payment due to the APMCF. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the SBI as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the APMCF from his responsibility to pay any tax that may be levied in India on income and profits made by the APMCF in respect of this contract.

28.2. The APMCF staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the APMCF shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

## 29. Notices

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

## 30. Compliance with Laws

It shall be the sole responsibility of APMCF to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by APMCF as envisaged under this.

APMCF shall also procure and maintain all necessary licenses, permissions, approvals from the relevant authorities through contractor, if necessary, under the applicable laws towards its Services throughout the currency of the Contract.

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

## 31. Non-Hire and Non-Solicitation

During the term of the Contract and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause



to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so, without the specific written consent of the other party.

### **32. No Employee-Employer relationship**

The persons deployed/engaged by the APMCF for rendering the Services under the Contract shall be the employees of APMCF for all intents and purposes and that the persons so deployed shall remain under the control and administration of the APMCF and in no case, a relationship of employer and employee between the said employee and SBI shall accrue/ arise implicitly or explicitly.

The personnel so employed by the APMCF for rendering the Services under the Contract shall have no right to employment against any post of SBI.

Signed as token of acceptance

Signature of APMCF with seal

Date:

Place:

**FORMAT FOR AGREEMENT**

**BETWEEN**

**STATE BANK OF INDIA**

PREMISES & ESTATE DEPARTMENT,  
LOCAL HEAD OFFICE,  
MUMBAI METRO

**AND**

M/s \_\_\_\_\_

**FOR**

**ARCHITECTURAL & PROJECT MANAGEMENT CONSULTANCY SERVICES  
FOR PROPOSED CONSTRUCTION**

**OF \_\_\_\_\_**

This Agreement is made at Mumbai on this ..... day of ..... between State Bank of India, a Corporate body incorporated under the State Bank of India Act. 1955 and having its Local Head Office at Synergy building, C-6, G block, Bandra kurla Complex, Bandra (East) Mumbai-400051 hereinafter called the SBI (which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include the successors and assigners) of the one part

**AND**

M/s

Proprietary/partnership firm and having its office at (hereinafter called 'the ARCHITECTURAL & PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF) which expression shall include the present partners and also the 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 \_\_\_\_\_ as described above at \_\_\_\_\_ India and for the purpose, the intending APMCF were advised to submit applications in response to the Notice released on Bank's website on dt: \_\_\_\_\_ along with technical/ price bid, terms and conditions of appointment etc and brief notice in the newspapers dated .....

Whereas based on the design competition and subsequent techno commercial evaluation, M/s. .... were selected as ARCHITECTURAL & PROJECT MANAGEMENT CONSULTANCY firm (APMCF) at their quoted professional fees of .....% (.....percentage) of the actual project cost plus applicable service tax/GST at actual and their Scope of services mentioned in their technical bid and price bid is enclosed as Annexure-I.

Whereas an offer of appointment made to APMCF vide Bank's letter No. .... dated ..... has been duly accepted by APMCF which is enclosed as Annexure-II. Whereas the scope of the services to be rendered by the APMCF has been explained in the technical bid (Annexure-I) under the heading Roles and Responsibilities.

Whereas in terms of technical bid, a detailed agreement is to be executed between the Bank and APMCF and now this agreement witnessed as follows:-

1. The APMCF shall render the following services in connection with and in regard to the said works:
  - (a) **Requirements and Preparation of Preliminary drawings** : Preparing sketch designs with alternative schemes (including carrying out necessary revisions till the sketch designs are finally approved by SBI) based on the designs/ plans/ proposals submitted in the design competition, making approximate project cost estimates i.e. block estimate based on built up area x plinth area rate per Sqft and preparing reports on merits of the scheme, high lighting the points such as

permissible FSI, likely type of foundation required, structural design provisions to be made, planning norms/ development rules of the statutory authorities from whom the plans have to be got cleared and / or any other approvals / clearances to be obtained before commencement of work and how the same are met in the proposed layout, permissible and recommended basement areas and purpose, adequacy of available water sources for drinking, flushing adequacy of electric sources for lighting and Air-conditioning and other purposes, any alternative arrangements required to be made for water and electricity, type of drainage system, water storage and distribution arrangements, compound development, landscaping and adopting features and principles for Green buildings so that these become energy efficient with minimum use of scarce materials etc. and all incidentals and connected aspects thereto so as to enable SBI to take a decision on the sketch designs and scheme as a whole. Most of the features applicable for 'Green building' such as energy conservation, use of solar and other renewable sources of energy, recycling of waste water, rain water harvesting, use of natural light to the maximum extent etc. will have to be taken into account during planning, design, and execution stages so that if SBI desires, the Building can be rated as Green building **GOLD** standard'.

- (b) **Submission of Drawings to Statutory Authorities:** After approval of the plans by SBI, the APMCF shall submit the required drawings to **the local Municipal Corporation** or any other local & State / Central Govt. authority etc. and obtain its/their approvals.
2. **Preparation of Detailed Structural, ARCHITECTURAL and Services drawings and Estimates :** APMCF should submit the proposal for approval of the plans by the **Municipal Corporation** or any other local / Govt. authority or any other authority empowered to approve under law / rules & regulations in force is processed, follow it up for its clearance, simultaneously and the APMCF shall prepare detailed ARCHITECTURAL, working drawings, making design calculations and drawings for foundation and other structural work of the building, making designs and drawings for normal sanitary, water supply and electrical services and also for any special installations like sewage treatment plant, fire fighting, telephone, public address system, computer installations, interior decoration, site preparation work etc.(as may be included/required by SBI in the ARCHITECTURAL 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 SBI. While the APMCF would be given full scope to make suggestions in the best interest of the said works, the APMCF shall amend / change the same suitably if so desired by SBI. The APMCF 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% on either side between actual quantities and the estimated quantities, as well as sanctioned project cost and actual cost in exceptional/rare cases.. The APMCF shall get all these detailed drawings and cost estimates approved by SBI after making necessary changes/ amendment etc. if so, desired by SBI.
3. **Preparation and Award of Tender :** Drawing up detailed tender documents for the various trades, complete with the Articles of the agreement, general, special and any other 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, steel 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 SBI.

Assisting SBI in 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 SBI. Assisting SBI inviting the tenders for various trades, preparing comparative statements and submitting the assessment reports and recommendations thereon to the SBI, assist SBI to conduct negotiations with the tenderers wherever necessary and after SBI's decision on the tenders and assigning if required, getting those executed between the concerned contractors and SBI including program of work within the stipulated time frame.

It is clearly understood that SBI shall at its absolute discretion may involve services of any site Engineer 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 APMCF and provided for in the contract agreement with the selected/ appointed contractors for the 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 contractor bills at site and making the recommendations to the APMCF. The Bank will be involving the said SITE Engineer in the project right from the beginning of the project i.e. from the stages of soil exploration, prequalification of the contractors as the Bank's agency to remain fully associated with the project and day to day work.

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

4. **Preparing landscape drawings:** Preparation of Landscape & planting of saplings, Horticulture and external development drawings for jogging track (if any), Swimming Pool (if any) and Recreational Features etc.
5. **Preparation of Contract Documents :** Preparing for the use of SBI, the contractors, PMC / and the Site Engineer/s / Bank's Engineer(if any appointed by SBI), required copies the contract documents of various trades including all drawings, specifications and other particular such further details and drawings as are necessary for the proper execution of the said works.
6. **Design and Specifications:** Assuring through the structural consultant 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. To assist SBI and provide all necessary information and details to SBI for proofing checking of the structural design by a reputed authorities like IIT, Mumbai, Govt. College of engineering or as selected by Bank. Fees for such services shall be paid by SBI directly.
7. **Execution of the project:** Assuming full responsibility of correctness of structural and foundation design and for all services and installations and soundness of the construction according to the said design and sections.  
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 advisor etc. that may be engaged from time to time as defined in the conditions of engagement referred below by following up the matter closely.

Appointment of the site Engineer by the Bank and their presence at site and involvement in the work shall not absolve the APMCF in any manner from those responsibilities. The role of the site Engineer will be as an agent of the Bank employed for austere the Bank for efficient execution of the project at site. The APMCF will have right to oversee, differ with the site Engineer'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 and the APMCFs, the Bank's decision shall be final.

Normally, the work rejected by the Site Engineer or the rates and / or quantities reduced by them shall not be disputed by the APMCF. However, if they differ with the decisions of site Engineer in this regard, they have right to make recommendations/suggestions to the Bank for the Bank's consideration and pending the Bank's decisions on such points, the APMCF shall issue the interim payment certificates as recommended by the site Engineer. On getting the Bank's decision on such points the APMCF can give effect to the same may be necessary in the bills to follow thereafter. The APMCF will have, however, a right to reject the works accepted by the site Engineer 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 .

Checking of measurements of works at site ,checking of bills, issuing certificates for the 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 APMCF shall assume full responsibility of the entire project , the correctness of the payment certified by them. Time limit for verification and certification of bills by APMCF shall be as under.(failing which the APMCF may be penalized)

- Running bill within 15 days
- Final bill within three month

Submitting report to the Bank after verification the account of cement and other important materials as Bank may specify and certify the quantities utilized in the works.

The APMCF shall supervise and manage the said project in most professional and efficient manner to further the interest of SBI and protect the same in all circumstances and use best of their professional skills and judgment for the said purpose. APMCF shall do all acts and things necessary to sustain the trust and confidence reposed in it by SBI under this agreement.

8. **Monitoring and Co-ordination of the Project** : Programming, planning, monitoring, follow up action, supervision, measurement of Civil, Electrical, air-conditioning, lifts, sanitary, water supply, fire protection, roads, site development works and any other work required in the Project as a whole, scrutiny of bills, preparation of variation statement, arranging various tests on materials / works, through the contractors, arranging meetings, preparation of Minutes Of Meeting (MOM) after every site meeting and circulating to all the concerned and follow up, maintaining various registers and checklists as mentioned by SBI, coordination of the works of various agencies and all other incidental works thereto.

APMCF is expected to

- improve the performance of the project components,
- effect economy in cost
- monitor, control and expedite progress with particular attention to construction techniques, durability of permanent components, water tightness of roofs, walls, and sanitary block etc.,

- help in improving construction quality, surveillance, technical audit and quality control

Arranging and attending periodical and emergency joint meetings of Joint Project Committee (JPC), consultants, contractors etc. and develop project schedules for both management and working level use and co-ordination of the works of the "Construction agencies" including that of with SBI's estimates and construction schedules.

9. **Supervision of the Project:** Day to day supervision and ensuring that the said works are being executed as per the plans and designs and specification provided for in the contract agreements with the selected / appointed contractors for various disciplines of the said works, monitoring of the project, checking the materials / works, getting various tests for material and works done( cost of material testing not included in fees) , correct measurements of the works right from the beginning from the stages of soil exploration, prequalification of the contractors as the SBI's agency to remain fully associated with the project and day to day work.

For the purpose of supervision and site activities, the APMCF shall employ or engage suitably qualified and experienced engineers and overseers of adequate number at their own cost from the project fees payable to them stated under Scale of Charges. Without prejudice to this, the APMCF agrees that it shall deploy the following minimum staff at the site.

- One Project-In-Charge for over all control, coordination and liaison purposes to be stationed at the site. He shall have minimum 15 years field experience after graduation.
- Required numbers of full time qualified Civil Engineers for proper supervision measurements, scrutiny of the bills, testing and quantity control. Each of them shall have a minimum of 5 years field experience.
- Minimum one Electrical Engineer to supervise electrical works. He shall have a minimum of 5 years field experience in electrical related Electro-Mechanical works, public address system, firefighting & pumps control etc.
- For other specialized works they may appoint such other full or part time technical staff as may be required during the execution of those works with the consent of the Bank..

The above requirements are only illustrative and not exhaustive. However, more Engineers and other categories of staff shall be deployed as may be considered necessary by the APMCF for satisfactory management of the entire project for satisfactory supervision and coordination. It is specifically agreed that SBI shall have no responsibility for any staff/ officers/ Engineers/ workmen engaged by the APMCF and the said APMCF alone shall be responsible as their Employer. They shall not be the employees of SBI at any point of time and there shall be no employer-employee relationship between SBI and those persons employed by APMCF for any purpose whatsoever. The APMCF shall comply with all the Laws and Regulations regarding employing such persons.

SBI may at its discretion and its own cost employ services of any site Engineer/s / SBI's Engineer on SBI's behalf for ensuring that the said works are being executed as per the plans and designs and specifications prepared by the APMCF and approved by SBI 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 SBI.

SBI may involve such site Engineer/s employed by it in the project right from the beginning of the project i.e. from the stages of soil exploration, prequalification of the contractors as the site Engineer/s to remain fully associated with the project and day to day work.

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

Appointment of the site Engineer/s / SBI's Engineer by SBI and their presence at site and involvement in the work shall not absolve the APMCF in any manner from those responsibilities. The role of the site / SBI's Engineers will be as an agent of SBI employed for assisting SBI for efficient execution of the project at Site. The APMCF will have right to oversee, differ with the site Engineer/s opinion in regard to the quality, measurement, rates of part/ substituted/ extra items etc. without affecting SBI's interest. However, in the event of any dispute arising out due to difference between the opinion of the site Engineer/s / SBI's Engineer and the APMCF, the decision of SBI's shall be final and binding on the APMCF( and the site Engineer/s / SBI's Engineer as well).

The APMCF shall supervise the work and also record the measurements of various items of works and check the field working drawings like field level schedule, placement of reinforcement etc. as per the approved drawings jointly with the contractor or his representative.

For day to day execution and supervision of the field work, the APMCF shall employ such strength of qualified and other staff as would enable clear control over the work subject to the minimum staff in clause 9 herein above.

- 10. Tracking of the Project:** Prepare and Update the project schedule for SBI from time to time in MS project or using equivalent tool and generate detailed working schedules for all activities of project, including realistic activity sequences and durations, processing of the drawings issued, identifying bottlenecks and incorporating remedial measures to make up lost time, if any.

They shall prepare, check, monitor fortnightly and monthly programmers of work and submit a copy thereof to the Asstt. General Manager (P&E) of SBI along with progress reports for the previous periods highlighting delays, tracking of delay (if any) and suggestions and implement remedial actions necessary for making up the lost time along with technical directions and procedure wherever necessary for achieving the same.

To check MS Project/PERT/BAR networks chart prepared by the contractors for project programming and progress control and keep constant check on various activities and coordinate with various agencies to get the project completed on time and within the budgeted costs. These charts will also be updated. APMCF shall also suggest suitable remedial actions to be taken to clear bottlenecks / delays / loss of progress etc. progressively and promptly.

- 11. Checking of Measurements and Bill Certification:** The certification of all the bills shall be done by the authorized engineer of the APMCF as approved by SBI after thorough checking of all the quantities, items and rates as per the actuals at site, as per tender and recommendations therefore shall be made to the SBI. Issuing certificates for payment and passing and certifying accounts so as to enable the SBI to make payments to the contractors and making adjustments of all accounts between the contractors and SBI.

APMCF shall recommend to the SBI, bills for the accuracy for quantity and quality of the items of works for payments to the contractors after amending the rates claimed by the contractors wherever necessary in their opinion. The APMCF shall assume full responsibility of the entire project, correctness of each and every measurement and the payment certified by them.

**12. Co-ordinations required for the Project :**

- (a) Co-ordination with all contracting agencies
- (b) APMCF shall review, audit and ensure systematic and timely supply of drawings, estimates, and work orders as per the conditions of contract entered into with various contractors by SBI by necessary communications in writing as well as by holding discussion in advance with the SBI for this project. They shall maintain daily record of receipt of plans/ designs, Transmittals and other details as required from time to time and issue of the same to the concerned contractors and present such documents to SBI from time to time as and when required.
- (c) The APMCF shall fully supervise the various works at the site including scaffolding, form works etc. and ensure complete quality of the work at the site, including materials incorporated in the work and effect measures to get the works completed without any time and cost overrun.
- (d) APMCF shall provide constant day to day technical supervision over the interior / building services / installation work which are within the scope of their contract with SBI, including recording of measurements as and when necessary scrutiny and certification of contractor's bills for making recommendations to SBI, review and monitoring of materials supply, storage and utilization so as to ensure requisition and procurement of the same on time (by the contractors) and conforming to approved specifications and standards
- (e) Ensure that the extra items / quantities of items are not executed until and unless the same have been approved by SBI and maintain necessary site records for the same as soon as the same is envisaged.
- (f) APMCF shall also approve materials after the contractors carry out tests on the same as stated in tender and or as per approved procedures and standards laid



down in the tender and maintain adequate records thereof. They shall maintain genuine hindrance register, records of site meetings and issuing minutes of meetings, recommendation of applications for time extension to the contractors, scrutiny and recommendations for rates of extra items, scrutiny of the contractor's claims under PVA Clauses if any for labour and materials as provided in the agreement and prepare quantity variations statement, ensure quality control of materials and workmanship and detailed scrutiny / checking for running / final bills and prepare the statement of theoretical estimated and actual consumption of materials if any as per specification and schedules laid down in the relevant contracts.

- (g) Ensure that essential gauges, instruments are in order for testing. APMCF shall maintain necessary site records and obtain data in support of the same. They shall arrange to carry out field and laboratory tests through the contractor on materials of construction as well as partially or complete erected structures etc. if required and maintain adequate records thereof.
- (h) Suggesting modifications, if any, due to site conditions and advising regarding cost variations on account of extra items and excess quantities during the progress of works.
- (i) Rendering generally all technical services at site as may in anyway relate to or arise out of the construction of the said works.
- (j) Rendering to SBI every assistance, guidance or advice on any matter concerning the technical aspect of the project.

13. **Material Reconciliation:** Submitting report to SBI after verification the account of cement, steel and other important materials as SBI may specify.

14. **Power Requirement:** The APMCF will have to study the existing as well as future power requirement / load & the same is to be arranged from the State / Central / Local Electricity Authority / Board such as TORRENT or any other Authority / Board connected in the matter for which APMCF will render necessary assistance in calculating the load using good offices etc. with concerned authorities.

15. **Appearing before Statutory Authorities:**

- (i) Effect coordination with the consultants, other contracting agencies and local authorities like MCGM, Local Municipal Corporation etc.
- (ii) Render all assistance as may be required from the project site to SBI for obtaining necessary certificates from the local authorities from commencement of the project till the occupation of the buildings
- (iii) Replies given to CTE's/CVO of the SBI on the project till finally accepted by the CTE of CVC/ CVO of the SBI.
- (iv) To work for amicable conciliator in the event of disputes arising between the Contractors engaged in the project and SBI

- (v) Advise SBI with regard to extra claims or disputes, Chief Technical Examiner's observations, arbitration cases between SBI and the contractors, if any and assist SBI in case of any dispute till the cases are resolved either by mutual discussion, reconciliation or through Arbitration or Court, as the case may be.

**16. Obtaining of Occupancy Certificate:** Obtaining final building occupation certificate, completion certificate from Municipal Corporation /or any other civic authorities for occupation of the building and obtaining refund of deposits, if any, made by SBI to the Municipal Corporation /any civil authority or any other authority. APMCF shall be also fully responsible for obtaining all other NOCs like those of Fire, Aviation, lift and any other departments/ offices of Govt. / Semi Govt. / Public Bodies in connection with getting approvals to the plans, commencement of works, completion of works etc.

**17. Defect Liability Period :** Effect complete administration and management of construction, supply and installation of plant & machinery, equipments, lifts, firefighting arrangements etc. pertaining to the project contract till expiry of the defects liability period as indicated in the building contract and till payment of final dues to the contractors are made.

**18. Hand Over of Certificates/Documents:** On completion of construction of work, APMCF has to bring all certificates connected with occupation of the building such as occupation certificates, fire clearance certificate, electrical connection, water connection, gas connection etc. from the different statutory authority / Board. Collect and deliver to SBI any specific written warrantee/s or guarantee/s given by Specialist firms / Suppliers / Manufacturers including all required trade contractors, insurance policies, performance guarantees and warranties.

**19. As Built Drawings:** APMCF shall on the completion of the work, supply to SBI free of cost two sets of 1: 100 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 an inventory of all fittings and fixtures in the building. In addition, APMCF shall also supply one complete set of drawings in Auto CAD and also shall provide soft copies of drawings in pen drive or CD/DVD. APMCF shall, if so required by SBI, supply extra copies of all such drawings and the cost of such extra copies shall be reimbursed by SBI to the APMCF

**20. Any other service** connected with the said works usually and normally rendered by APMCF and not included in any of the items referred to above.

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

- a) During the preliminary stage, APMCF 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 SBI also. APMCF 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 SBI. The cost of survey of site and carrying out soil investigations, various tests shall be borne by SBI.

- b) APMCF shall submit to SBI the sketch plans, detailed plans, cost estimates, tender documents etc. within the period stipulated in the schedule.
- c) APMCF shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted 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 in accordance with the Architectural working drawings and the finishes etc. In the event of their finding out/ observing any deviations therefrom, they shall immediately bring it to the notice of the Site Engineers/ Contractors at the site and write to the contractors for the same. All such letters addressed to the contractors by the APMCF shall be routed, without exception through SBI if there is any point of difference or there is any genuine technical / administrative / contractual difficulty in following the APMCF's directions, APMCF should first talk to SBI before the APMCF's letter reach to the contractor's office. Simultaneously, copies of all such correspondence shall be sent to SBI by the APMCF. APMCF shall be responsible for getting implemented / executed the project work through the appointed contractors as per the detailed ARCHITECTURAL and structural drawings and as per the provisions made in the accepted tender/s. APMCF is authorized by SBI to talk / instruct / write directly to the contractors / their representatives during the progress of the work and till settlement of the final dues of the contractor as long as those pertain to specifications, quality, measurements, drawings, progress of the works as provided in the respective contractors' contract agreement. APMCF are required to closely follow – up and keep account of the progress of the works and arrange to solve bottlenecks if any. They are authorized to write to contractors about time lag in the project works and suggest improvement / course of action for their consideration. Similarly, the Contractor will be authorized to write to the APMCF about their requirements from APMCF e.g. drawing details, clarifications, contract agreement copies and bring to their notice the discrepancies etc. if any. APMCF shall endorse the copies of all their correspondence with the Contractors and to SBI. APMCF shall have right to stop bad / defective work or the work which is not as per the tender items / drawings. APMCF will have right to ask the contractors to remove / demolish disapproved / rejected materials / works. Only where the contractors disagree of the same they will refer the matter to SBI for further instructions and the same are binding on them. APMCF's overall responsibility will continue during the defect liability period to see that the contractors are persuaded to get the defects rectified. If any, removed by the contractors and they shall give a "No Objection Certificate" at the end of the defect liability period to the contractors.
- (d) APMCF shall co-ordinate all his activities during the detailed planning and tendering stage and shall prepare a comprehensive program of work with SBI and the contractor's and other consultants, if any, and arrange to have the work completed in an expeditious manner and in accordance with the program drawn up. For this purpose the APMCF shall attend the weekly / fortnightly joint meetings with SBI, all the concerned consultant, contractors / sub-contractors and prepare minutes of the discussion / instructions at such meetings with a view to co-ordinate the work of the various contractors / sub-contractors and avoid delays.
- (e) **Project Co-ordination Committee**
- (1) The parties hereto agree that the following shall constitute the Joint Project Committee (hereinafter referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the APMCF and other Consultants / Contractors engaged in the execution of the project.

- (i) Assistant General Manager (P&E), SBI, who shall be the Chairman of the Committee.
  - (ii) Bank's Engineers (Civil & Electrical) in charge of this project, as may be nominated by the AGM (P&E) as Members.
  - (iii) Concerned proprietor/partner/director of the APMCF and their Resident Architects as members.
  - (iv) Project-in-Charge / Resident Engineer-in-Charge of the Project of APMCF as Secretary
- (2) The Secretary of the Committee may convene the meetings of SBI, APMCF and the concerned Contractors / Consultants at such regular intervals or frequently as may be instructed by the Chairman of the JPC and shall record and circulate to all concerned the decisions of the JPC for implementation/ information as may be applicable.
- (3) APMCF shall keep the Chairman of the Committee informed relating to implementation of the JPC's decision and also the usual progress reports of the Project work fortnightly.
- (4) 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 SBI into confidence will be responsibility of the APMCF and the APMCF will oversee all these activities and follow up with the contractors, through their Resident Engineer at site to ensure timely and quality work as provided in the agreement.
- (f) APMCF shall not make any deviation, alteration, omission from the approved design / plans without the written consent of SBI. APMCF 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 SBI may expressly authorize by separate letter. All variations and extra items allowed within the discretion of the APMCFs as well as costing Rs.10,000/- (Rupees ten thousand only) and above or the amount authorized shall be referred to SBI 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 APMCF 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 SBI's approval. APMCF 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 SBI. In case of any additions or variations above Rs.25,000/- are carried out without the prior approval of SBI, the SBI shall not be liable to pay the contractors for such

additions and variations and the APMCFs shall also not be entitled as a right to claim fees for such additional or deviated items of works.

- (g) APMCF's representative at site shall remain in daily contact with the contractor and ascertain in from them whether any excesses over sanctioned cost is anticipated and / or has already occurred. APMCF shall immediately report the same to SBI with adequate justification for the same and obtain SBI's approval thereto. Also, as and when required, the APMCF shall also prepare a revised cost estimate for SBI's approval.
- (h) APMCF shall, within the fees mentioned in clause 5 below, engage a qualified :- (i) Structural Consultants / Engineer (ii) Electrical Consultants / Engineers (iii) Sanitary and Plumbing / Public Health Consultants/ Engineer and (iv) Consultants for related services required for installation of AC (Split / window), lifts, generators and firefighting installations, consultants for planning & implementation of green building initiative / concepts, landscaping, interior works etc. to assist them in their works. The remuneration, fees of Project-In-Charge and his required assistants / consultants / Engineers appointed shall be paid by the APMCF who shall also be responsible for all the work, actions, omissions, etc. of any such Project-In-Charge and his assistants / Consultants / Engineers.
- (i) Scrutiny/ certifications /recommendations/ of the contractors' running bills by the APMCF and payments by SBI: APMCF shall certify the running bills of the contractors within 15 working days from the date of receipt of the same from the contractors. To avoid delays in payments of running bills of the contractors, the joint measurements of the executed works by the authorized engineers of the contractors are required to be recorded from time to time by respective engineers of APMCF jointly with the contractor soon after execution as also arithmetic calculations etc. are also required to be done soon thereafter and except for summary of quantities under various items of the works, the measurement work should stand updated so that the recommendations from the APMCF on each such running bill can reach within 15 days to SBI. The Project-In-charge should ensure accordingly. APMCF should ensure that the disputed / rejected works and the works not sanctioned by SBI are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of SBI, 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 SBI are ascertained from SBI and are given effect in the running bill so as to minimize further corrections at SBI's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by SBI to the contractors. APMCF shall be responsible for the corrections of the individual measurement, calculations etc. APMCF should also satisfy themselves through their Project-In-Charge that there is no duplication of the measurements and recording of the work done is under proper tender items. The Project-In-Charge or his assistant at the site shall remain associated with the concerned contractors at the time of joint measurements to satisfy him about what work is being measured and under that tender items.
- (j) APMCF 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 SBI, is final and binding on the APMCF. APMCF shall pay SBI adequate damages for losses caused to SBI for delay on their part in carrying out the terms of this contract. This is to subject liability of APMCF on this account being limited to an amount equal to 10% of total fees.

- (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 Employer/ 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) Whenever the work is examined by the Chief Technical Examiner Organization (CTEO) of the Central Vigilance Commission / Chief Vigilance Officer (CVO) of SBI and if they bring to the notice of SBI any defective or substandard work or any irregular / excessive payments the APMCF shall take necessary action to get the defect rectified and / or to 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 for compliance. APMCF shall assist SBI and shall send suitable reply to the CTEO's/ CVO'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 SBI) pertaining to this project, the APMCF shall, assist SBI from time by drafting suitable replies in consultation with the legal advisers to protect the interest of SBI.
- (m) APMCF shall not during the period of their assignment and thereafter till the satisfactory completion of the work give any advice regarding the construction of this work in particular to intending contractors who would tender and undertake this work or any other agency gainfully concerned with this work

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

- (a) The agreement herein may be terminated at any time by either party by giving a written notice of 30 days by the other party. Even after the termination of their contract, the APMCF 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 contract of the APMCF and shall be liable for the consequences thereof on account of any excess / wrong payment, if any, certified / recommended by the APMCF for payments to the contractors, on for the payment of damages mentioned in above paragraph .
- (b) If the APMCF 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 APMCF, then the Agreement shall stand terminated, subject to the clause 3(a) hereinabove.
- (c) (i) If the APMCF fail to adhere to the time schedule stipulated in the schedule hereto annexure or the extended time which may be granted by SBI in his sole discretion or  
 (ii) In case there is any change in the constitution of the company / firm of the APMCF for any reason whatsoever, SBI shall be entitled to terminate this agreement without giving notice and entrust the work to some other APMCF.
- (d) In case of termination under sub-clause (a), (b) or (c) above, the APMCF shall not be entitled to fees or compensation except the fees payable to them for the work actually done and as per the provisions in this agreement subject to a nominal deduction of 10% of the fees payable against unfinished / balance work to them being recovered to cover the expenses (to some extent) required to be incurred by SBI for engaging services of another APMCF for carrying out remaining / balance work. In such cases the decision of SBI as to what is the work actually done and what is the amount of the fees due to the APMCF on the basis of actual and as per the provision in this agreement shall be final and binding on the APMCF.

- (e) In case of the termination under sub-clauses (a), (b) or (c) above, SBI may make use of all or any drawings, estimates or other documents prepared by the APMCF after a reasonable payment for the services of the APMCF for preparation of the same in full as provided herein..
- (f) If the APMCF fails to perform any of its obligations under this agreement, SBI may terminate the services of the APMCF with such other action as may be available in law during which period the APMCF fails to perform such obligations, make good such deficiencies.
- (g) If the APMCF is adjudged as bankrupt, or if they make a general assignment for the benefit of its creditors or if a receiver is appointed on account of their insolvency or persistently disregards law, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of provisions of the agreement then SBI may terminate the services of the APMCF with a notice of winding up within a period of **15 days** without prejudice to any right or remedy and after giving the firm and his surety, if any, seven days written notice, during which period APMCF fail to cure the violation, terminate the services of the APMCF with a notice of winding up within a period **7 days** and take possession of the site and may finish the project by whatever method they may deem expedite. In such case, the APMCF shall not be entitled to receive any further payment, if due at the time of termination, until the project is finished nor shall be relieved from his obligations assumed under these articles of agreement.

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

- (i) The APMCF shall not assign, sublet or transfer their interest in this agreement, without the prior written consent it of SBI.
- (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) SBI shall pay to the APMCF as remuneration for the services to be rendered by the APMCF in relation to the said works, and in particular for the services herein before mentioned, a fees calculated at the rate of % (                      percent) plus service tax/GST as applicable of the actual project cost for the ARCHITECTURAL services & project management consultancy / supervision, thus totaling as indicated in sub-clause (c) of this clause plus service tax/GST as applicable.
- (b) If SBI appoints independent consultant/s for the work pertaining to special installations like air-conditioning, wet-risers etc., the APMCF shall not be paid any fees on the total value of such installations. Similarly no fee is payable on the cost of equipments for air-conditioning, lifts, computers etc. and bought out items such as chairs, sofa etc. (if any ) supply of which is directly arranged by SBI.
- (c) APMCF 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, prequalification of contractors, calling of tenders etc. up to the stage the work is done by them on the value of works estimated by the Bank initially or on the basis of approved tender for various works. However, SBI shall be entitled to adjustments subsequently on the basis of actual cost of executed works so that the total fee payable to the APMCF 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 SBI. SBI shall have the liberty to omit or postpone or not to execute any work and the

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

(d) For the purpose of breakup fees payable for ARCHITECTURAL work will be **70%** of the total fees based on which payment on stages will be made from the stage of preparation of the plan to the completion of the work as per Bank's standard method of the payment mentioned in para no.6 below. Remaining **30 %** of the fees quoted will be for PMC work, the payment of which will start only when construction at the site will start and based on the value of the work executed at site and payments made to the contractor. The terms of payment of fees for Architecture and PMC part will be as under

**Architecture Work** : Upon completion of the project **87.50%** of the total fee for Architectural work will be paid as per Clause-6 below and remaining **12.50%** will be paid after completion of defect liability period of the work.

**PMC Work** : Upto **90 %** of total fees against progressive bills after 15 days of the payment of the contractor. **5%** will be paid after ..... months of settlement of final bills of all the contractors. Balance **5%** after expiry of latest of the defects liability of various contractors or after attending the CTE's observations if any from time to time till its final disposal and award of arbitration, if any, whichever is later. The service tax/GST at the prevailing rate will be paid by the Bank to APMCF in addition to the fee quoted and agreed. Tax deduction at source (TDS) , as per income tax provisions shall be deducted from the fees of APMCF.

**6. Method of payment for ARCHITECTURAL part: (70% of the total quoted fee)**

- i. SBI shall pay fees to the APMCFs in the stages as follows.

As per manual of instruction on premises matter, page no. 101, fees payable to APMCF in the stages for the ARCHITECTURAL services is worked out as per under.

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



				the sketch plans are approved by the Bank.
(b)	After completion of working drawings & detailed estimates to the satisfaction of the Bank including ARCHITECTURAL drawing & all drawings pertaining to the various specialist services & their approval by the Municipal Corporation or other authorities & Pre-qualifications of contractors for main civil work (foundation as well as super structural)	1/8 <sup>th</sup> (12.5%) of the total % of fees on total cost of related work.	3/16 <sup>th</sup> (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 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.	1/16 <sup>th</sup> (6.25%) of the total % of fees on total cost of related work	On 1/4 <sup>th</sup> (25%) of the total fees on total cost of related work	Here also as clarified in para (b) above, initially the estimate 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 details plans/estimates/ tender documents etc. are prepared by the APMCF and approved by the Bank and the tender are invited by the Bank on request of the APMCF 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.	1/2 <sup>th</sup> (50%) of the total % of fees on total cost of related work.	3/4 <sup>th</sup> (75%) of the total fees on total cost of related work.	-----

(d2)	On final completion of the project & closing of accounts including obtention of occupation certificate from MCGM/CIDCO.MHADA//Fire authority / water connection authority / electrical connection authority / gas connection authority / or any other authority and / Board connection with the occupation of building.	1/8 <sup>th</sup> (12.5%) of the total % of fees on total cost of related work.	7/8 <sup>th</sup> (87.5%) of the total fees on total cost of related work.	-----
(d3)	After the APMCF 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, its final disposal and award of arbitration, if any, whichever is later.	1/8 <sup>th</sup> (12.5%) of the total % of fees on total cost of related work.	100% of the total fees on total cost of related work.	The final payments under d1,d2 & d3, stages shall be made in accordance with and on the basis provided in the clauses 5 herein.
(e)	In case, this agreement is termination in pursuance of clause 3 above, fees shall be paid to 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 Project-In-Charge and other engineers / assistants as the APMCFs may consider necessary to support him, the Project Manager / Senior APMCF / Director as stipulated by SBI or their representatives shall visit the site once in the fortnight as & when required and their consultants shall visit the site periodically and as frequently as works require and inspect and supervise the construction to ensure and themselves satisfy that the works are being executed as designed and planned by them and approved by SBI and general quality of the work

and finishes etc. are good. **For this, no extra fees or travelling expenses shall be payable by SBI.**

**8. Delays, Responsibility and Recoveries from fees**

APMCF 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 contractors through their Project-in-charge and his assistants at site. If necessary, they should write to the contractors under advice to SBI about time lag in the works and suggest improvements / course of action for consideration.

- (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 received detailed ARCHITECTURAL / structural drawings and of any further clarifications from the APMCF, the APMCF 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 APMCF's earlier given Architectural/ structural drawings are required to be the altered/ demolished because of mistakes at the APMCF/ their consultants then APMCF 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 APMCFs 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 APMCFs 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 APMCF/Engineer and his assistants a 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 APMCFs about their requirements like drawings, details, clarifications, discrepancies etc. if any , at APMCFs end.
- (c) It is agreed by the Bank and the APMCFs that the total recoveries / adjustments on account of delays/ mistakes except in case of structural failure, at APMCFs' end and any other account from the APMCFs fees shall not exceed 10% of their total fees for the entire project including interior decoration work, foundation, compound development, landscaping etc. To protect their interest, the APMCFs 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 APMCFs and / or their structural consultants, the APMCF shall be liable to make good fully such damages / loss to the Bank without any upper limit.

**9. Contract Period**

The period of this consultancy contract of APMCF would commence from the date of appointment & continue till completion of the project subject, however subject to the provisions of clause 3 herein above.

**Further it is agreed between the parties as follows:**

- (a) If the work of construction of anyone or more of the civil engineering works or other works therein be substantially interrupted by force major or by reasons of any orders in writing issued by SBI 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 negligence, the firm shall not be liable in any way for the consequent delay in the completion of such work.

(b) **Liquidated damages**

In the opinion of SBI, if any delay in execution is attributable to the fault of the APMCF, SBI shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees per week (7 days) of delay. Total recoveries on account of delays and / or any other loss or damage caused to the Bank due to defective / faulty supervision on part of APMCF shall be limited to maximum of 10% of total fees payable to APMCF on entire actual work, for which the APMCF services are availed by SBI. The decision of SBI in this matter after giving due hearing to the APMCF's arguments, shall be final and binding on the APMCF.

- (c) **The fees shall include travelling expenses of the APMCF and travelling expenses are payable only if SBI invite APMCF for any special meeting or instruct APMCF to visit other places in India with specific instructions. No travelling expenses are payable to the APMCF for routine visit of SBI LHO Mumbai / Nalasopara site during planning and execution stages. For claiming travelling expenses prior approval of the SBI is mandatory. Decision of the SBI regarding payment of travelling expenses to APMCF shall be final and binding to the APMCF.** If SBI invite or instruct APMCF to visit other places of India, the APMCF shall be entitled to traveling and Daily Allowance permissible as under:

Senior Partners and Senior Consultants

Actual travelling charges (permitted to travel by entitled class of air), lodging plus boarding charges per day as applicable to Scale-V officers of SBI after producing necessary bills / receipts in support of their claims.

Other Engineers / APMCFs / Employees / Junior Partners:

Traveling expenses: cost of air travel, lodging and boarding charges per day as applicable to officers in Scale-III of SBI after producing necessary bills / receipts in support of their claims.

**10. Obligations of the SBI**

- (a) SBI shall designate representatives who shall be fully acquainted with the project and have authority to communicate approvals of project construction budgets variation and technical approvals of all cases consistent with project, schedule and furnish information expeditiously.

- (b) SBI shall not employ any of the APMCF's employees during the tenure of this contract and for a further period of one year. Also the APMCF commits itself not to employ any of SBI employees within one year of their leaving SBI unless such employees or retired employees of SBI had already joined the APMCF service prior to the date of notice for pre-qualification of APMCF.

## 11. Changes in the Project

SBI without invalidating this agreement may order changes in the project within the general scope of this agreement consisting of additions, deletions, or other revisions. All such changes in the project shall be authorized by change order. A change order is written order to the APMCF signed by SBI issued after the execution of this agreement, authorizing a change in the scope of the project, services to be provided.

## 12. SBI's right to perform APMCF's obligations and termination by the SBI for the cause:

APMCF has been given various powers under this agreement for the completion of the project as **Project Manager – cum – Monitor – cum – Supervisor** and the said power shall not be deemed to be as a power of attorney for the development, construction, sale or improvement of the property.

## 13. Arbitration Clause

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(I) Any dispute and items of disagreement arising between the architect 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 Architect and Site engineer / PMC as well.

(II) If any dispute, difference, or question shall at any time arise between the architect and the Employer as to the interpretation of this agreements or concerning anything herein contained or arising out of this agreement except that state in (1) 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 if is provided herein , that the decision of the employer is final and binding the same shall be referred to the arbitration and final decision

of Bombay based arbitrator to be agreed upon and appointed by both the parties on in case of disagreement as to the appointment of a single arbitrator , to be appointment of two arbitrators shall before taking upon themselves the burden of reference , appoint and umpire.

(III) (i) For the purpose of appointing the ( Mumbai ) based sole arbitrator referred to above the appointing authority i.e. the Chief General Manager of ( SBI, Local Head Office, Mumbai) of the bank or on his behalf the Asst. General Manager (premises), ( SBI, Local Head Office, Mumbai) will send within thirty days of receipt by him of the written notice aforesaid to the Architect a panel of three names of persons who shall be presently unconnected with the organization , for which the work executed.

(ii) The Architect 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 selections and appoint the selected person as the sole Arbitrator.

(iii) If the Appointing Authority fails to send to the Architects the panel of three names as aforesaid within the period specified, the architect shall send to the Appointing Authority a panel of three names of Mumbai based person who shall all be unconnected with either party . The Appointing Authority shall on receipt of the names of aforesaid persons and appoint his s 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 the architect 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.

(iv) 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 .

(vi) The work under the contract shall, however, continue during the arbitration proceedings . no payment due or payable to the architects shall be with held on account of such proceeding except the disputed payment of fees on account of other provisions in in this agreement

(vi) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing .

(vii) The arbitrator may from time to time with the consent of the parties , enlarge the time for making and publishing the award.

(viii) The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the arbitrators in his sole discretion .

(ix) The fees , it any of the arbitrator shall, if required to be paid before the award is Made and published be paid half and half by each of the parties. The cost of the Reference and of the award including the fees, if any of the arbitrator ,who may direct To and by whom and in what manner, such cost or any part hereof shall be paid , may Fix or settle the amount of costs to be paid.

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

Signed and delivered by \_\_\_\_\_, The proprietor of the FIRM on behalf of the ARCHITECTURAL & PROJECT MANAGEMENT CONSULTANCY SERVICES(APMCF)

(Signature with Common seal of the Firm)

In the presence of

1. -----

2. -----

Signed and delivered for and on behalf of the State Bank of India by Shri \_\_\_\_\_, Assistant General Manager, Premises & Estate Department, Local Head Office, Mumbai Metro.

(Signature with seal)

In the presence of

1. Name .....

Designation

2. Name .....

Designation



## ANNEXURE III ( of Draft Agreement)

### Schedule for completion of work

1.	Submission of alternative layouts.	To be decided mutually
2.	Submission of sketch plan, block estimate, ARCHITECTURAL design and brief specifications.	To be decided mutually
3	Submission of detailed working drawings, ARCHITECTURAL drawings, structural drawings, Electrical drawings, drawings for services, detailed estimate with specifications, rate analysis and APMCF's report.	To be decided mutually
4.	Submission of recommendations regarding pre-qualification criterion.	To be decided mutually
5.	Submission of recommendation / report on empanelment / pre-qualifications of contractors.	To be decided mutually
6.	Submission of draft contract documents/draft tender for all works along with completion schedule.	To be decided mutually
7.	Submission of APMCF's report on various tenders. .	To be decided mutually
8.	Submission of variation orders.	Within a fortnight from the date of receipt of Bank's approval of the variation. In case of variation costing less than Rs. 10,000/- or the amount authorized as the case may be, within one week from the date of issue of instructions by the APMCF to the contractors.
9.	Submission of other drawings, variation/deviation statements, approval samples etc.	Within a reasonable time so that progress is not hindered and smooth running of the work is ensured.
10.	Issuing certificate of payment for contractors running bills.	As per the clauses contained in agreement entered by the bank with APMCFs, contractors & project management consultant.
11.	Issuing final certificate of payment for contractor's final bill.	As per the clauses contained in agreement entered by the bank with APMCFs, contractors & project management consultant.
12.	Other actions to be taken by the APMCF.	Within reasonable time keeping in view the tender clauses & completion schedule.

( SBI) ARCHITECTURAL & PROJECT MANAGEMENT CONSULTANCY  
SERVICES (APMCF)

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

**ANNEXURE –B****PARAMETERS FOR DESIGN TECHNICAL COMPETITION**

TENDER NOTICE FOR PRE QUALIFICATION FOR SELECTION AND ENGAGEMENT OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF) FOR PROPOSED OF NALASOPARA (W) BRANCH BUILDING AND RESIDENTIAL TOWERS FOR AWARD STAFF ON THE BANK'S PLOT AT VRUNDAVAN, NALASOPARA (W) MUMBAI

**PART –A. BRIEF TECHNICAL PARAMETER FOR EVALUATION BEFORE DESIGN COMPETITION (TOTAL MARKS-100)**

Sr.No.	Broad criteria/ Technical parameter and marks assigned to each parameter	Maximum Marks
1	Experience of the firm, Min 7 years =8 marks, more than 7 up to 10 years =11 marks, more than 10 and up to 15 years =13 marks , more than 15 years =15 marks	15
2	Maximum value (Project Cost) of any single project handled in the last 7 years as on 30.06.2023, up to Rs 10 crores =7, More than 10 crores and up to 15 Crores =9, More than 15 crores and up to 25 Crores =11, More than 25 crores and up to 30 Crores =13 More than 30 crores=15	15
3	Experience with PSU/ Public Sector Bank/ Reputed Private Sector Bank One Project of at least 100% of the proposed project cost = 15, One Projects of at least 80% of the proposed project cost = 13, Two or more Projects of at least 50% of the proposed project cost =11, Three or more Project of at least 40% of the proposed project cost =9 and completed in the last 7 years as on 30.06.2023	15
4	Performance Certificate from Existing Clients a. Two Excellent certificates = 15 b. Single Excellent/Very Good/Good=3 c. Satisfactory = 11 (Only 2 similar projects of highest value will alone be considered for this purpose)	15

5	<p>Certification level in green / energy saving building in LEED/ GRIHA/ IGBC rating system in similar projects (having project cost of Rs. 10 Cr or above) completed in the last 7 years as on 30.06.2023:</p> <p>a. Green certified 5 or more projects =15  b. Green certified 4 or more projects = 13  c. Green certified 3 or more projects = 11  d. Green certified 2 or more projects = 09  e. Green certified 1 project = 07</p>	15
6	<p>Number of technical staff (Architects and Engineers) in main office (on pay roll):  At least 10 = 9 Marks,  More than 10 and up to 20 = 11 Marks,  more than 20 and up to 30 =13 Marks,  More than 30 =15 Marks</p>	15
7	<p>Having local office at Mumbai:  Full Fledged Office= 10 marks,  Branch Office = 8 marks,  No. Office= 0 marks</p>	10
<b>TOTAL</b>		<b>100</b>

**PART – B.**

**BRIEF TECHNICAL PARAMETER FOR EVALUATION OF DESIGN PRESENTATION MADE BY BIDDERS / ARCHITECTS (TOTAL MARKS 100)**

Sr. No.	Broad criteria/technical parameter	Maximum Marks
1	<b><u>Design concept of project done so far.</u></b> Architectural & Green building features, 3D view, preliminary layout plan, indicating furniture layout, other amenities specifications and approximate estimated cost.	50
2	<b><u>Statutory Approvals</u></b> Capability / experience in obtaining statutory approvals / Liasoning with local Government authorities and estimated time limit specified for the same	10
3	Experience undertaking similar projects with PSUs / Banks and handling CVC matters	8
4	Cost effective Site Utilization & Economical design along with Estimated Cost /Per Sqm	7
5	<b><u>PMC Services</u></b> Capability/ Experience in Project Management Services (PMC) in handling large multi-storeyed projects, available in house infrastructure. Time estimate, Bar chart for completion of the project.	10
6	Knowledge of Building Bylaws, National Building Code and Statutory Requirements of respective local bodies/Municipalities, etc.	7
7	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members	8
	<b>TOTAL</b>	<b>100</b>

Total marks Part A and Part B (i.e. 200 marks) will be converted in 70 marks

### **Process of Selection:**

The APMCF who score maximum marks in inter-se-merit put together for technical bid and price bid both together shall be considered for selection.

The marks (i.e.200 marks) evaluated in the Technical & design Presentation shall be converted in 70 marks. In Technical bid, the highest scorer shall be allotted full weightage of 70.

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

In price bid, the offer with the lowest fee structure shall be treated as best scorer and shall be accorded **30 marks**.

### **Upper cap limit of the Fee is 3.0% of the Total Project Cost (exclusive of taxes)**

- **EXAMPLE IS GIVEN BELOW:**
  
- Suppose three applicants are shortlisted as A,B,&C based on technical bid scrutiny & site visit and they secured marks out of 100 as under:
  - A – 95 marks;
  - B – 90 marks;
  - C – 85 marks
  
- As ‘A’ secured highest marks in technical evaluation, to work out percentile score, following will be the calculation:
  - A : $(95/95) \times 100 = 100$
  - B : $(90/95) \times 100 = 94.73$
  - C : $(85/95) \times 100 = 89.47$
  
- Now that technical bids are evaluated, financial bids can be opened.
  
- Financial quotes for three bidders are as follows:
  - A : 3.00%
  - B : 2.50%
  - C : 2.10%
  
- As ‘C’ has quoted lowest price, to work out percentile score, following will be the calculation:

- C :  $(2.10/2.10) \times 100 = 100$
- B :  $(2.10/2.50) \times 100 = 84$
- A :  $(2.10/3.00) \times 100 = 70$

- Since proportion of technical to financial score is specified to be 70:30 ,then final scores will work out as follows:

- A :  $(100 \times 0.70) + (70 \times 0.30) = 91.00$
- B :  $(94.73 \times 0.70) + (84 \times 0.30) = 91.51$
- C :  $(89.47 \times 0.70) + (100 \times 0.30) = 92.63$

From the above, the most successful applicant would be the one with highest percentile score i.e. 'C'.

We have read and understood the above mentioned prequalification criteria and evaluation of proposals/bids and shall abide by the same.

Signature of the Applicant with Seal

Name:.....

Place:.....

Date:

**FIRM - PROFILE**

**TENDER NOTICE FOR PRE QUALIFICATION FOR SELECTION AND ENGAGEMENT OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF) FOR PROPOSED OF NALASOPARA (W) BRANCH BUILDING AND RESIDENTIAL TOWERS FOR AWARD STAFF ON THE BANK'S PLOT AT VRUNDAVAN, NALASOPARA (W) MUMBAI**

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

	(14)			
14	Goods & Service Tax registration number			
15	Annexure number of GST registration certificate			
16	GST paid during last 5 years (amount in lacs)	Year ended on	Tax paid	
		31.03.2019		
		31.03.2020		
		31.03.2021		
		31.03.2022		
18	Turnover of the firm during last 5 years (amount in lacs)	Year ended on	Turnover	
		31.03.2019		
		31.03.2020		
		31.03.2021		
		31.03.2022		
18		31.03.2023		
17	Annexure number of certificates issued by chartered accountant for supporting information mentioned in col (18) or any other evidence in that regard			
19	Annexure number of certificates issued by chartered accountant for supporting information mentioned in col (20) and audited P&L statement in that regard			
20	Number of Architects/ Engineers who are promoters or permanent employee of the firm (These numbers should tally with details being given in Format VII and VIII)	Architects	Engineers	Total
21	If firm is not having office in Mumbai then indicate the time by which it is likely to open an office thereat			
22	Details of Bank account of firm			
	Account name (exactly as it appears on statement of account)			
	Account number			
	IFSC			
	Name of Bank			
	Branch name and branch code			



23	Name and designation of executive of the firm to whom Bank can contact for seeking information	
24	Mobile number of above contact person	
25	Annexure number of latest income tax clearance certificate	

Signature of the APMCF with Seal

Date:

Place:

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

TENDER NOTICE FOR PRE QUALIFICATION FOR SELECTION AND ENGAGEMENT OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF) FOR PROPOSED OF NALASOPARA (W) BRANCH BUILDING AND RESIDENTIAL TOWERS FOR AWARD STAFF ON THE BANK'S PLOT AT VRUNDAVAN, NALASOPARA (W) MUMBAI

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

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

Signature of the APMCF with seal

Date:

Place:

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

TENDER NOTICE FOR PRE QUALIFICATION FOR SELECTION AND ENGAGEMENT OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF) FOR PROPOSED OF NALASOPARA (W) BRANCH BUILDING AND RESIDENTIAL TOWERS FOR AWARD STAFF ON THE BANK'S PLOT AT VRUNDAVAN, NALASOPARA (W) MUMBAI

**Use separate form for each Executive**

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

Signature of the APMCF with Seal

Date:

Place:

**DETAIL OF MAJOR BUILDING CONSTRUCTION**  
completed during the last 7 years (as on 31.03.2023)

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

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

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

Note:

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

Signature of the APMCF with Seal

Date:

Place:

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

TENDER NOTICE FOR PRE QUALIFICATION FOR SELECTION AND ENGAGEMENT OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF) FOR PROPOSED OF NALASOPARA (W) BRANCH BUILDING AND RESIDENTIAL TOWERS FOR AWARD STAFF ON THE BANK'S PLOT AT VRUNDAVAN, NALASOPARA (W) MUMBAI

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

Signature of the APMCF with Seal

Date:

Place:



## PRE-CONTRACT INTEGRITY PACT

**(TO BE STAMPED AS AN AGREEMENT AND SUBMITTED ALONGWITH THE TENDER)**

**General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ..... day of the ..... month of 2023, between, on the one hand,

The State Bank of India (a body corporate incorporated under the State Bank of India Act, 1955) having its Corporate Center at State Bank Bhavan, Nariman Point, Mumbai and among others a Local Head Office at Mumbai Metro through its Assistant General Manager (P&E Department), Local Head Office, Mumbai (hereinafter called the "SBI", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s represented by Shri ..... MD & Chief Executive Officer (hereinafter called the "the Architect" or "the Bidder" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns) of the Second Part.

WHEREAS the SBI proposes to appoint a Architectural and project management consultancy firm (APMCF) for Construction of Nalasopara (W) Branch building and residential towers for award staff on the Bank's plot at Vrundawan, Nalasopara (W) Mumbai and the Architect is willing to offer/has offered the services and WHEREAS the Architect is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the SBI is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India. NOW, THEREFORE,

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

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



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

**1. Commitments of the SBI**

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

**2. Commitments of the Bidder.**

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

of the SBI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with State Bank of India.

- 2.4. Wherever applicable, the Bidder shall disclose the name and address of agents and representatives and shall also disclose their foreign principals or associates, if any.
- 2.5. The Bidder confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6. The Bidder further confirms and declares to the SBI that the Bidder is the original SIs in respect of Equipment / product / service covered in the Bid documents and the Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the SBI or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7. The Bidder, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SBI or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the SBI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the SBI, or

alternatively, if any relative of an officer of the SBI has financial Interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SBI.

### **3. Previous Transgression**

3.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify Bidder's exclusion from the tender process.

3.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

4.1. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the SBI to take all or any one of the following actions, wherever required:

i. To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the APMCF. However, the proceedings with the other Bidder would continue, unless the SBI desires to drop the entire process.

ii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

iii. To recover all sums already paid by the SBI, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the SBI in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the SBI, along with interest.

v. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the SBI resulting from such

cancellation/rescission and the SBI shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

- vi. To debar the Bidder from participating in future bidding processes of the SBI or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the SBI. To recover all sums paid, in violation of this Pact, by Bidder to any middleman or agent or broker with a view to securing the contract. Forfeiture of Performance Bond in case of a decision by the SBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- vii. Intimate to the CVC, IBA, RBI, as the SBI deemed fit the details of such events for appropriate action by such authorities.

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

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

## 5. **Fall Clause**

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

## 6. **Independent External Monitors**

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

<b>Ms Minnie Mathew, IAS (Retd.)</b> <b>Email: minniemathew635@gmail.com</b>	<b>Dr. Otem Dai, IAS (Retd.),</b> <b>Email: otemdai@yahoo.co.uk</b>
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- 6.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3. The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 6.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the SBI.
- 6.6. The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the SBI including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub -contractors.

The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Sub-contractor(s) with confidentiality.

- 6.7. The SBI will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8. The Monitor will submit a written report to the designated Authority of SBI/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the SBI / Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

#### 7. **Facilitation of Investigation**

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

#### 8. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Courts at **Mumbai**.

#### 9. **Other Legal Actions**

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

**10. Validity**

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

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

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

For SBI

FOR APMCF

Name of the Officer

Chief Executive Officer

Designation

Office/Department/Branch

**LETTER OF UNDERTAKING**

Assistant General Manager (P&E)  
SBI Local Head Office, Mumbai Metro  
Mumbai-400051  
email: agmpe.lhomum@sbi.co.in

TENDER NOTICE FOR PRE QUALIFICATION FOR SELECTION AND ENGAGEMENT OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF) FOR PROPOSED OF NALASOPARA (W) BRANCH BUILDING AND RESIDENTIAL TOWERS FOR AWARD STAFF ON THE BANK'S PLOT AT VRUNDAVAN, NALASOPARA (W) MUMBAI

Dear Sir,

We refer to your Tender Notice for the captioned project.

We have examined and clearly understood the scope of professional services to be rendered by us in respect of project of Construction of Nalasopara (W) Branch and 3 Residential towers for award staff at Vrundavan, Nalasopara (W) Mumbai for State Bank of India. We have also taken into account all the contemplations furnished by SBI in this regard while submitting our proposal for your consideration.

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

While submitting this Bid, we certify that: -

1. We have adequate experience in providing professional services for Planning, Designing and Supervision of all activities and services pertaining to Construction of New Residential building at Mumbai for State Bank of India by engaging contractor for execution of the project.
2. We are equipped with adequate technical expertise and Manpower to plan, design and supervise various activities pertaining to Civil, Plumbing, Electrical, Mechanical, HVAC, Firefighting, Access Control System, Security, BMS and all other services pertaining to the project.
3. We shall be fully responsible to obtain/ to carryout necessary liaising at all levels with the respective Govt. Departments/ local authorities to procure various mandatory municipal and other local authorities permissions applicable for the project including

ensuring its revalidation from time to time at our own cost (Excluding any legal charges payable to the respective authority against the Written demand for issuance/revalidation of such permissions) for the project for commencement, execution and completion of all activities and services of the project from scratch to Completion and procuring necessary completion Certificate/Occupancy Certificates and or any other certificate required for the project from the local Authorities within the specified time.

4. We, further undertake that it will be our sole responsibility for submission of required design documents/drawings/papers to the competent authorities and carrying necessary liaison with them to procure all such permission within a reasonable time.
5. We understand that except approved professional fee, the SBI shall not be responsible for making any extra payment to us towards any of the professional and Liaison services pertaining to this project.
6. We also undertake that in case, we are unable (i) to deliver timely professional services in the project to deliver satisfactory pro-rata progress in the project, the SBI shall be at liberty to terminate our agreement at any stage of the project by giving 30 days' notice and no compensation shall be claimed by the us for the services rendered including compensation for the balance work.
7. Wherever, necessary, we undertake that we shall be engaging expert Architects/consultants to cater the requirement of specialized services for the project at our own cost within the professional fee approved by the SBI.
8. The undersigned is authorized to sign on behalf of the consultant and the necessary support document delegating this authority is enclosed to this letter.
9. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this Tender Notice.
10. We confirm that the Price bid pertaining to our Professional Fee for the project submitted by us have been arrived at without agreement with any other bidders of this Tender for the purpose of restricting competition.
11. The rate for Professional Fee quoted in the price Bids are as per the Tender Notice and subsequent clarifications/ modifications / revisions furnished by the SBI, without any exception. Moreover, our Fee approved shall remain firm and fixed till completion of entire project and we shall not raise any claim for any escalation/enhancement in the approved fee structure for the reasons whatsoever.
12. The Professional Fee quoted by us have not been disclosed and will not be disclosed to any other bidders responding to this Tender Notice.
13. We have not induced or attempted to induce any other bidders to submit or not to submit a Bid for restricting competition.



14. If our offer is accepted, we undertake to take up the project immediately and will render our professional services as per the timeline specified in this document.
15. We agree that the SBI may split the scope of services in this project i.e. Principal Project Architect as well as Project Management Consultancy (PMC) to different agencies within its sole discretion. Under such an eventuality, we undertake to manage the project in full coordination with any of the agencies appointed/engaged by the SBI for the successful completion of the project and also undertake the responsibility of pre-qualification of a "Contractor" for various trades and construct the project under supervision of APMCF.
16. We undertake that in competing for and (if the award is made to us) in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
17. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
18. We undertake that we will not resort to canvassing with any official of the SBI, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of our Architectural firm/company from further bidding process.
19. We certify that we have not made any changes in the contents of the Tender document read with its amendments/clarifications provided by the SBI submitted by us in our Bid document.
20. It is further certified that the contents of our Bid are factually correct. We also undertake that in the event of any information / data / particulars proving to be incorrect at any stage, the SBI will have the right to terminate our services at any stage of the project without notice.
21. We also understand that SBI reserve their rights to Shortlist any number of Architect / Architectural firms for participating in the Techno-commercial competition and to accept any or to reject all the Bids without assigning reason therefor.
22. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
23. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the SBI to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. However, until such

formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Moreover, we shall not withhold our professional services in the project for execution such formal agreement.

24. The name(s) of successful bidder as APMCF to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the SBI and/or communicated to the successful APMCF(s).

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

Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm Authorized to sign

Or

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

Yours faithfully,

Signature of APMCF

Signature and addresses of Witnesses

1)

2)