



NIT NO: LHO/JAI/2024-25/BG1
Premises & Estate Department, Ground floor, C Scheme
Tilak Marg, Local Head Office, Jaipur
Phone No. 0141-2256351, e-mail: agmpremises.lhojai@sbi.co.in

TENDER NOTICE FOR PRE-QUALIFICATION AND SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF G+3 BUILDING ON BANK'S PLOT AT BHOPALGANJ, BHILWARA (RAJASTHAN)

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

GSTIN NO. : _____

MOBILE NO. : _____

E-MAIL ID : _____

TECHNICAL BID (ENVELOPE – I)

TENDER NOTICE FOR PRE-QUALIFICATION AND SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF G+3 BUILDING ON BANK'S PLOT AT BHOPALGANJ, BHILWARA (RAJASTHAN)

State Bank of India invites Application/Tenders from reputed and experienced Architectural Firms/Individuals satisfying the eligibility criteria for pre-qualification of Principal Project Architect cum Project Management Consultant (PPA cum PMC) through Design Competition for the proposed Construction of G+3 building on Bank's Plot at Bhopalganj Bhilwara, (Rajasthan).

Sr. No.	Particulars	Details
1.	Name of work	Construction of G+3 building on Bank's Plot at BG Bhilwara (Rajasthan). ("The Project")
2.	Nature of Work	Architectural Cum Project Management Consultancy Services
3.	Total Time allowed for completion of the Project	18 months from the date of award of work to Civil Contractor
4.	Availability of Pre-Qualification Application/ Tender documents	Available on Bank's website https://bank.sbi/web/sbi-in-the-news/procurement-news from 27.09.2024 to 19.10.2024.
5.	Address for submission of Application/Tenders for prequalification and selection of PPA cum PMC	AGM (Premises & Estate) Ground floor, C Scheme, Tilak Marg SBI LHO Jaipur email: agmpremises.lhojai@sbi.co.in Contact: 0141-2256351
6.	Last date & time for submission of Application/Tenders for prequalification and selection of PPA cum PMC along with Technical Bid and price bid (in sealed cover).	19.10.2024 by 03:00 PM At address mentioned above through Speed post / drop it in the tender box at <u>AGM (Premises & Estate) Ground floor, C Scheme, Tilak Marg SBI LHO Jaipur</u>
7.	Date and Time of opening of Technical Bids.	19.10.2024 by 05:00 PM
8.	Opening of price bids.	After completion of design competition among shortlisted Bidders/Architects.

9. Conditional proposals are liable for disqualification.

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

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

12. The shortlisted Bidders/Architects shall be invited for a Design Competition and the date shall be intimated by SBI after the scrutiny of Technical Bids and shortlisting of eligible bidders/architects.

13. For any clarifications please contact AGM (Premises & Estate) Ground floor, C Scheme, Tilak Marg SBI LHO Jaipur, Phone No. 0141-2256351 /; email – agmpremises.lhojai@sbi.co.in . Clarifications if any shall be raised up to 10.10.2024 only, to enable the Bank to reply to the bidder or post corrigendum in Bank's web site if required well in time.

14. Interested Bidders/Architects fulfilling prescribed eligibility criteria are hereby invited and requested to ensure submission of their applications in the prescribed format with supporting documents to:

AGM (Premises & Estate)
Ground floor, C Scheme, Tilak Marg
SBI LHO Jaipur
email: agmpremises.lhojai@sbi.co.in
Contact: 0141-2256351

15. Applicants are advised to submit the complete set of documents (Technical bid) in properly spiral bound form. The Incomplete applications or applications received in loose sheets shall be summarily rejected. The Bank will not be responsible for late receipt of application due to postal delay or any other reason/s.

AGM (P&E)

1. Disclaimer

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

INSTRUCTIONS TO THE BIDDER/ ARCHITECTS

1. **Scope of work:**

PPA cum PMC services to render Architectural Consultancy Services for the proposed construction of G+3 building on bank's plot at Bhopal Ganj, Bhilwara (Rajasthan) for State Bank of India. The plot has an area of 1622 Sq Mt. in which G+3 building is to be constructed to accommodate Rajindra Marg Branch, RASMECC, RBO Bhilwara and Guest House with 6 rooms. Site plan of the plot is attached with this document. Further details of the services to be rendered by the PPA cum PMC is given in Scope of Services.

1.1. **Site and its location**

Bank's plot in Bhopal Ganj Bhilwara having an extent of 1622 Sq Mt.

2. **PQ documents:**

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

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

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

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

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

3. **Site Visit:**

The Bidders/Architects (PPA cum PMC) are advised to obtain all necessary information to participate in the tender process at their own responsibility and cost before entering 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 format prescribed by the SBI, 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 the essence of the contract. The Project must be completed in all respect (construction part) in accordance with the terms of contract **within a period of 18 months** from the date of award of work to PPA cum PMC (Bidder/Architect). The PPA cum PMC must ensure that the Project has to be completed within 18 months from the date of award of work to the civil contractor. The PPA cum PMC must 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 bidder chooses to withdraw their offer during the validity period or makes modifications to 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 / Multinational organisations.

8. **All the Bidders/Architects shall be bound to accept and sign the “Integrity Pact” as per attached “Annexure J” 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.**

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 PPA cum PMC, 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, C-scheme, Jaipur, Rajasthan-302005.
 - 1.4. 'The Architect' shall mean the individual or firm or company selected and engaged by SBI for undertaking the project as the PPA cum PMC and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.
2. The 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 firm shall have minimum 07 years' experience as an Architectural firm as on 31.08.2024.** The experience should include all consultancy services for buildings such as architectural, structural, engineering, Interior and Furnishing and all internal and external services such as electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, firefighting / horticulture, EPABX / Networking, gymnasium, parking, rainwater harvesting, sewage treatment plant, recycling of wastewater, solar installation etc.
- (ii) The Bidders/Architects should have rendered satisfactory professional services in planning, designing & supervision of similar Institutional/Commercial building construction projects, from inception to completion stage for:
 - a. At least one similar project of minimum **Rs. 8.80 Crore** or
 - b. Two similar projects of minimum **Rs. 5.50 Crore** each or

c. Three similar projects of minimum **Rs. 4.40 Crore** each during **last 7 years ending on 31.08.2024**. These building projects should be 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 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 / Multinational organisations during last 7 years as on 31.08.2024”. The information must be supported with the copies of Work Order, Satisfactory Completion Certificate, proof of payment /Form 26 AS etc. For work done to private sector, the Architect should submit Form 26 AS as proof of payment, otherwise it will not be accepted.

- (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 Jaipur and should have adequate number of qualified Chief Architects, Engineers, specialists 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 for the last 3 financial years ending on 31.03.2024 shall not be less than **Rs. 10.40 Lakh**. Copies of the audited Annual Balance sheet for the last five financial years ending on 31.03.2024 shall be submitted in support of claims. In case, audited annual balance sheet as 31.03.2024 is not available then a provisional annual balance sheet may be submitted along with a Certificate of Chartered Accountant that he has perused books of account of the bidder and the variance between figures of provisional annual balance sheet and final annual balance sheet will not be more than 10%.
- (vi) The Bidders /Architects satisfying the prescribed eligibility criteria shall only become eligible to bid for the assignment. Clear supporting evidences like photographs, certificates, documents etc. should be submitted with the bid.
- (vii) The Bidders / Architects should either have their full-fledged local / Branch Office in **Jaipur** (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 **Jaipur** within 1 month from the date of award of contract provided they are qualified for the project through laid down selection process. An undertaking to be submitted by the PPA cum PMC 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 Income Tax PAN. Copies of supporting documents to be attached.
- (xii) The Bidders /Architects should not have been blacklisted by the Central Govt. Dept./ State Govt. Dept./ Semi Govt. Dept. / PSU/ Public Sector Banks/ Reputed Private Sector/ Multinational organisations 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 PPA cum PMC 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. In case of non-receipt of confidential reports from the present/previous employers within a specified period, the Bank shall not shortlist such Architects for participation in Design competition.

The objective of this Tender is to identify and select suitable Architect as PPA cum PMC 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 PROPOSED CONSTRUCTION OF G+3 BUILDING ON BANK'S PLOT AT BHOPALGANJ, BHILWARA (RAJASTHAN).

4. **Submission of bids:**

- i. The Proposal shall be submitted as under:

Technical Bid comprising of this tender document with all annexures duly filled in along with copies of the authentic supporting documents super-scribing on top “APPLICATION FOR PRE-QUALIFICATION AND SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF G+3 BUILDING ON BANK'S PLOT AT BHOPALGANJ, BHILWARA (RAJASTHAN).”

ii). The sealed technical document along with the price bid (Technical bid document in envelope-1, Price bid in envelope-2 and both these envelopes put in envelope -3) must be sent by SPEED POST/COURIER or dropped in the tender box available at:

AGM (Premises & Estate Department)
SBI Local Head Office
Tilak Marg,C-scheme,
Jaipur, Rajasthan-302005.

during Office working hours up to 3:00 pm till 19.10.2024.

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

5. Instructions on filing information in the Bid forms.

While filling the information in the Bid forms, please ensure the following:

- a) Information furnished should be crisp, to the point and precise.
- b) Please do not keep any field blank. In case nothing has to be filled in a particular field then please write 'Not Applicable' there.
- c) Supporting documentary evidence are needed for claims made in the Proposal. Please attach copies of all the relevant/supporting documents, neatly arrange them in order of appearance of their reference in the Proposal. Write the annexure number in serial order on top right corner of document in bold letters. Annexed the set of these documents at the end of the Proposal and bind it properly. Please mention correct Annexure Number at relevant pages of the Proposal.
- d) There is possibility that same document has to be mentioned as evidence at more than one place in the Proposal. In that case keep only one copy of that document and mention that particular Annexure Number at every place where that particular document needs to be referred.
- e) **The certificate from the client should clearly mention particulars of the project, scope of services offered by the PPA cum PMC, tendered and actual project cost, scheduled and actual date of completion of project, liquidated damages imposed (if**

any) existence of green building features and opinion of client on quality of services rendered by the PPA cum PMC.

- f) The authorised signatory of the Bidder has to sign all pages of the Bid documents and should also affix the seal of the Bidder.

6. Evaluation of Proposals for Shortlisting:

- a) The Sealed Cover containing Technical Bid alone of all the Bidders / Architects will be first opened by the authorized committee and evaluated based on various eligibility criteria and other marking matrix parameters as per “ANNEXURE B”.
- b) The Bids will be initially evaluated for the eligibility based on the documents submitted in support of eligibility criteria specified hereinbefore and accordingly Bidders / Architects fulfilling the various criteria shall be shortlisted.
- c) Maximum **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 timeline.
- 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 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 scores 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 lump sum payment of Rs. 25,000/-(Rupees Twenty Five Thousand Only inclusive of Taxes) as token of appreciation to those bidders/Architects who are invited and participating in the design competition except the selected bidder/Architect (PPA cum PMC)
- 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 Price Bid quoting the total professional fee for the project in the specified format at **Annexure L** in a separate sealed Envelope.

- b) The Price/Commercial 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)

Floor cap (Minimum) @ 1.0 % of the Total Project Cost (Excluding cost of items directly procured by the SBI)

- (a) No professional fee shall be payable to the selected PPA cum PMC for the bought-out items which are directly procured by the SBI.
- (b) The prospective PPA cum PMC 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: -
 - (i) Deduction on account of TDS as per applicable rules of Government.
- (d) The selected Architect shall provide at least **one resident Civil Engineer and one resident Electrical Engineer [Engineering graduate with min 5 years' experience or diploma holders with minimum 8 years' experience]** for construction supervision/ recording of measurements/ recording of site meetings/ quality assurance of the project within the fees quoted.

(e) Travelling expenses of the selected Architect to visit site in BhopalGanj Bhilwara shall be excluded in the fee quoted and will be payable to the appointed Architect as per actual expenditure incurred based on the Senior Partners/Associates of the firm and their Junior staff/associates.

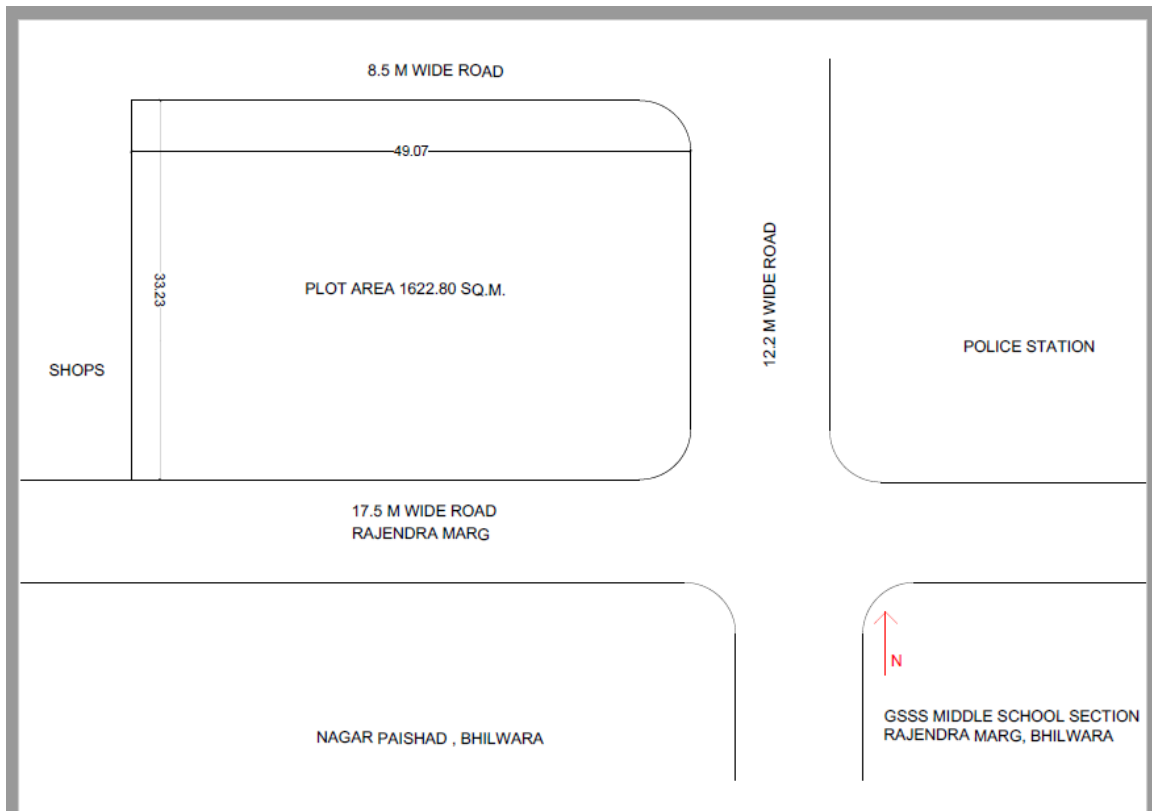
11. Award of Contract:

- a) The Bidder/Architect who gets highest marks (obtained in technical and commercial bid put together as per evaluation) will be decided as the prospective PPA cum PMC for further decision on awarding of contract.
 - b) SBI may reject any/all the bids received without assigning any reason whatsoever.
 - c) Validity period of bid: 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 PPA cum PMC 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 PPA cum PMC at any stage of the project is not found satisfactory or in the interest of the Bank, the SBI will have the right to terminate the agreement by giving one months' notice 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 Tender shall be intimated through announcement at Bank's website or through registered email only. The prospective PPA cum PMCs are requested to peruse Procurement News section of our Bank's website www.sbi.co.in from time to time till the process of selection of Architect gets over.
16. Officials of SBI 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 Principal Project Architect cum Project Management Consultant for proposed construction of G+3 building on Bank's Plot at Bhopalganj, Bhilwara, Rajasthan 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**.

Site Plan of the Plot is as under.



Bank's Requirements are briefly given as under:-

- (1) The Ground floor with stilt parking (about 4351 sqft) plus branch (3300 sqft) with two lifts and staircases.
- (2) The First floor for the office of RASMEC Bhilwara (about 7000 sqft)
- (3) The second floor for RBO Bhilwara (about 5484 sqft) and RACC (about 2400 sqft)
- (4) The third floor with six regular guest rooms with attached toilet, kitchen, dining hall and open terrace.
- (5) The proposed built up area is 2262 sqmts.
- (6) The site development with internal roads and paths
- (7) Horticulture
- (8) Specialised E & M works including setting up of substation

- (9) Provision of Solar photo voltaic power generation system
- (10) Provision of Green building norms
- (11) Obtaining Statutory permission from the local Govt Authority.

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

17.2. The proposed PPA cum PMC will take all necessary work approvals in advance for the project - NOCs, building plan approval, building plan renewal, occupation / completion certificate and any other certificates etc. as required to be obtained from the local Authorities viz. Municipal Corporation, Town & Country Planning Department and any other State / Central Government / Statutory authorities etc. as applicable 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 included in the Tender document) to be executed with SBI by the successful Architect.

17.4. The role and responsibilities of the selected PPA cum PMC will broadly include:

The Duties /scope of work expected from the PPA cum PMC shall be as follows:

- i. Providing professional services for designing of Commercial building as per latest Building standards.
- 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 PPA cum PMC 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, Aviation, 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 PPA cum PMC 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 PPA cum PMC.

- v. In the event the PPA cum PMC 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 PPA cum PMC, SBI shall be entitled to discontinue the services as the PPA cum PMC for the Project, and the PPA cum PMC shall not be entitled to claim any Professional fee for the services, if any, rendered for the Project.
- vi. The responsibility for liaising with all Govt. departments/authorities responsible for issuance of such mandatory permissions shall remain within the scope of services of the PPA cum PMC within their contract value and no extra charges toward liaising 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 Good for 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 qualified engineering graduate one civil & one electrical with minimum 5 years site experience or diploma holders with minimum 8 years 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 PPA cum PMC shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the PPA cum PMC 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 PPA cum PMC. 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 PPA cum PMC will assist the Bank in submission of reply to CTE's queries, if any and compliance of their observations.
- xxviii. PPA cum PMC 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 PPA cum PMC shall act as faithful advisor and shall at all time support and safeguard legitimate interests of the SBI.
- xxx. The PPA cum PMC 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 PPA cum PMC shall assist the SBI in sending suitable replies to queries raised by Chief Technical Examiners (CTEs) and Independent External Monitors (IEMs).
- xxxiii. The list of duties mentioned above is only indicative and the PPA cum PMC will have to assume full responsibility for timely completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workman like manner in all respects till its occupation within the agreed time schedule and cost by following laid down norms / procedure of SBI and guidelines of CVC in an open and

transparent manner to the satisfaction of the Bank and towards achieving this goal whatever is required to be done will have to be arranged by the consulting firm with the approval of SBI.

18. i) Letter of Intent:

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

ii) Contract Agreement:

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

19. Assignment and subletting

The PPA cum PMC 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 PPA cum PMC 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 PPA cum PMC.

20. No compensation on restrictions of work

The SBI shall be at liberty to abandon or reduce the scope of professional services of the PPA cum PMC 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 PPA cum PMC 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 PPA cum PMC, if it determines that they have, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the bidding process.
- 21.2. Without prejudice to the rights of the SBI hereinabove, if 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 PPA cum PMC 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 PPA cum PMC 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 PPA cum PMC 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 PPA cum PMCs 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 PPA cum PMC may terminate the Contract in whole or in part:

- a. If the PPA cum PMC fails to deliver any of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the SBI; or
- b. If the PPA cum PMC fails to perform any other obligation(s) under the contract; or
- c. Laxity in adherence to standards laid down by the SBI; or
- d. Discrepancies/deviations in the agreed processes or
- e. Violations of terms and conditions stipulated in this Tender.
- f. If the PPA cum PMC fails to procure mandatory permissions from the various local authorities within a reasonable time not exceeding 4 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 PPA cum PMC fails to open their office locally at **Jaipur** within the timeline 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 PPA cum PMC, the SBI may engage, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, at the cost of PPA cum PMC and shall be liable to the SBI for any increase in cost for such similar Services. However, the PPA cum PMC shall continue to provide all their professional services to the extent same are not terminated as per agreement.

- 22.3. If the contract is terminated under any termination clause, the PPA cum PMC shall handover all design documents/ executable/ SBI's data or any other relevant information to the SBI in timely manner and in proper format/soft copies as well as hard copies as per scope and shall also support the orderly transition to another PPA cum PMC or to the SBI as decided by the SBI.
- 22.4. During the transition, the PPA cum PMC shall also support the SBI on technical queries/support on process implementation.
- 22.5. The SBI's right to terminate the Contract will be in addition to the penalties and other actions as deemed fit.
- 22.6. In the event of failure of PPA cum PMC to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the SBI at its sole discretion may make alternate arrangement for getting the Services contracted with another Architects as new PPA cum PMC. In such case, the SBI shall give prior notice to the existing PPA cum PMC. The existing PPA cum PMC shall continue to provide services as per the terms of Contract until a 'New PPA cum PMC completely takes over the work. During the transition phase, the existing PPA cum PMC shall render all reasonable assistance to the new PPA cum PMC 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 hereinabove shall affect the right of the Bank to recover, by adjusting any amount payable or in any other manner, damages from the PPA cum PMC for loss, if any, caused to the Bank on account of failure of PPA cum PMC to deliver the Services or unsatisfactory performance or inordinate delay on the part of PPA cum PMC in rendering the Services or failure of PPA cum PMC 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, 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 PPA cum PMC, 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 PPA cum PMC, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the SBI.

25. **Termination for Convenience**

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

26. **Governing Language & Law**

The governing language shall be English, and the governing Law shall be Laws of India.

27. **Taxes and Duties**

27.1. The PPA cum PMC shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the PPA cum PMC shall include all such taxes (excluding GST) in the approved professional Fee.

27.2. Price Bid quoted should be inclusive of all Central / State Government taxes/duties and levies but exclusive of GST.

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

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

28. Tax deduction at Source

28.1. Wherever laws and regulations that require deduction of such taxes at the source of payment, the SBI shall affect such deductions from the payment due to the PPA cum PMC. 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 PPA cum PMC from his responsibility to pay any tax that may be levied in India on income and profits made by the PPA cum PMC in respect of this contract.

28.2. The PPA cum PMCs staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the PPA cum PMC 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 PPA cum PMC to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by PPA cum PMC as envisaged under this.

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

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 PPA cum PMC for rendering the Services under the Contract shall be the employees of PPA cum PMC for all intents and purposes and that the persons so deployed shall remain under the control and administration of the PPA cum PMC 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 PPA cum PMC for rendering the Services under the Contract shall have no right to employment against any post of SBI.

33. Place of Jurisdiction

The Courts in Jaipur alone shall have jurisdiction in respect of any or all matters/disputes relating to connected with this Tender.

Signed as token of acceptance

Signature of PPA cum PMC with seal

Date:

Place:

ANNEXURE-A

DRAFT FORMAT FOR AGREEMENT BETWEEN THE BANK AND ARCHITECTS/PPA cum PMC

(* The PPA cum PMC has to execute the Agreement to be finalized by SBI at the time of award of the Contract)

ARCHITECTURAL AND PROJECT MANAGEMENT SERVICES AGREEMENT

This agreement is made on thisday of between State Bank of India, a body corporate constituted under the State Bank of India Act 1955 , having its Corporate Office at Madame Cama Road, Mumbai-400021 represented by the Assistant General Manager (P & E Department), Local Head Office (LHO), Jaipur (hereinafter called “the Bank” or “SBI”) which expression shall include its successors and assigns) of the ONE PART

And

M/s. company / partnership firm registered under the Companies Act/Partnership Act having its registered office..... (Hereinafter called ‘the Architects’/Service Provider” which expression shall include the present directors / partners and also the directors / partners from time to time as also their respective heirs, legal representatives, administrators and assigns) of the OTHER PART.

Whereas the Bank intends to construct a Commercial Building for its Official use on Bank’s plot at Bhopalganj, Bhilwara and invited tenders to appoint a Principal Project Architect cum Project Management Consultant (PPA cum PMC),

Whereas the Architects has offered to render the Services confirming to tender terms and conditions as PPA cum PMC for the construction of said Building (hereinafter called “the Works”) and

Whereas the Bank has agreed to accept the said offer and appointed the Architect as the PPA cum PMC by their letter No..... dated.....

Now, therefore, this agreement witness that the said M/s.....is here by appointed as the PPA cum PMC for construction of the Residential Building above referred to on the following terms and conditions :

1. Architect’s Services:

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

- (a) Taking the Bank’s instructions, preparing sketch designs with alternative schemes (including carrying out necessary revisions till the sketch designs are finally approved by the Bank), making approximate project cost estimates i.e. block/preliminary estimate based on SQM area x rate per sq.m and preparing reports on merits of the scheme, high lighting the points such as permissible FAR/FSI, likely type of foundation required, structural design provisions to be made, planning norms/ development rules of the local authorities from whom

the plans have to be got cleared before commencement of work and how the same are met in the proposed layout permissible and recommended basement areas and purpose, adequacy of available water sources for drinking, flushing, A.C. adequacy of electric sources for lighting and Air-conditioning and other purposes, any alternative arrangements required to be made for water and electricity, type of drainage system, water storage and distribution arrangements, compound development, landscaping etc. and all incidentals and connected aspects thereto so as to enable the Bank to take a decision on the sketch designs and scheme as a whole.

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

with the contractors wherever necessary and after the Bank's decision on the tenders, preparing contract documents and getting those executed by the concerned contractors including programme of work within the stipulated time frame.

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

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

- (f) Preparing landscape drawings & planting of saplings
- (g) Preparing for the use of the Bank, the contractors and the Site Engineer/PMC (if any) appointed by the Bank, six copies of the contract documents of various trades including all drawings, specifications and other particular such further details and drawings as are necessary for the proper execution of the said works.
- (h) Assuring full responsibility of correctness of structural and foundation design and design for all services and installations and soundness of the construction according to the said designs and specifications.
- (i) Assuming full responsibility for the overall supervision and proper and timely execution of the Works by all the contractors and sub-contractors, specialists, consultants, technical adviser etc. that may be engaged from time to time as defined in the conditions of engagement referred to clause 2 below by following up the matter closely, with the appointed site Engineer and even with the contractors. Appointment of the site Engineer by the Bank and their presence at site and involvement in the work shall not absolve the Architects in any manner from those responsibilities. The role of the site Engineer will be as an Agent of the Bank employed for austere the Bank for efficient execution of the project at Site. The Architects will have right to oversee, differ with the site Engineers 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 Architects, the decision of the Bank's shall be final and binding on the Architects and site Engineer.

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

- (j) Test-checking or cross checking of measurements of works at site if and wherever felt necessary on receipt of the bills from the site duly scrutinized and verified from the said Site Engineer of the Bank (if appointed, otherwise detailed measurements to be checked by the Architects), checking the contractor's bills, issuing certificates for payment and passing and certifying accounts so as to enable the Bank to make payments to the contractors and making adjustments of all accounts between the contractors and Bank. The Architects shall assume full responsibility of the entire project, the correctness of the detailed measurements, calculations and summing-up of net total under appropriate tender items and correctness of the payment certified by them. Time limit for verification and certification of bills by Architect shall be as under (failing which the Architect may be penalized)
- Running bill within 15 days
 - Final bill within one month
- (k) Submitting report to the Bank after verification the account of cement and other important materials as Bank may specify and certifying the quantities utilized in the works.
- (l) Obtaining final building completion certificate and securing permission of Municipal Corporation or other authority for occupation of the building and obtaining refund of deposits, if any, made by the Bank to the Municipal Corporation or other authority. The Architects shall be also fully responsible for obtaining all other NOCs like those of Fire, Aviation and 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. and occupation of the building.
- (m) The permissions/approvals/NOCs required to be obtained by the Architect from various authorities/departments/offices etc. mentioned in the foregoing clauses are not exhaustive and it shall be the sole responsibility of the Architect to obtain all approvals necessary for commencement and completion of the construction of the Residential Building as per the final design plan approved

by SBI, including its obtention of Occupation Certificate, within Completion Period, i.e. **24 months from date of award of the work to PPA cum PMC.**

- (n) Appearing on behalf of the Bank before the Municipal Assessor & Collector or other authority in connection with the final settlement of the initial ratable value of the building/s and tendering advice in the matter to the Bank.
- (o) Any other service connected with the Works usually and normally rendered by Architects and not included in any of the items referred to above.

(p) **ARBITRATION WITH CONTRACTORS**

The Architect shall provide all assistance to the Bank in Arbitration proceeding if any invoked by any of the contractors in the work and prepare suitable reply to the observation of Arbitrators.

(q) **INTEGRITY PACT:**

- (i) The Architect shall include a provision for the Integrity Pact in all requests for Proposal / Tender documents in respect of the procurements / contracts that meet the criteria as decided by the Bank & CVC.
- (ii) The Architect has to ensure that an appropriate provision in the Contract is provided in the Contract that Integrity Pact of CVC is deemed as part of the Contract and the parties concerned are bound by its provisions
- (iii) The Architect should provide all assistance and reply to the observation of Independent External Monitors (IEMs) appointed by the CVC/ Bank and compliance of their observations.

(r) **CVC**

The Architects shall assist the Bank and shall send suitable reply to the Chief Technical examiner's/ CVC's queries in shortest possible time.

Provide necessary assistance to the Bank in CVC inspection and in submission of reply to CTE's queries, if any and compliance of their observations.

2. Conditions of Engagement:

- a) The Architects shall submit to the Bank the sketch plans, detailed plans, cost estimates, tender documents etc. within the period stipulated in the schedule hereto annexed.

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

Architects' overall responsibility will continue during the defect liability period to see that the defects, if any, removed by the contractors and they shall give a "No Objection Certificate" at the end of the defect liability period of twelve months from the date of completion for which Architects will take the responsibility themselves. Employees of Bank shall be authorized to write to the architects, if they find any discrepancy in the drawings, specification or the architects' instructions or any drawings, details, clarifications required for speedy implementation of the works are pending from the architects' offices.

- (c) During the preliminary stage, the Architects shall visit the site, collect all the relevant data, take site particulars, ascertain local authority's building bye-laws, prevailing prices for building materials and labor wages etc. and forward the same to the Bank also. The architects shall arrange, if required, for preparing a surveyed site plan and for necessary soil investigations like trial bores, or test pits, load bearing test or other soil tests as may be required and submit their report to the Bank. The cost of survey of site and carrying out soil investigations, various tests shall be borne by the Bank.
- (d) The Architects shall co-ordinate all his activities during the detailed planning and tendering stage and in case any Site Engineer and other consultants are separately appointed by the Bank, the architects shall prepare a comprehensive programme of work in consultation with the Site Engineer and other consultants as also the contractors and arrange to have the work completed in an expeditious manner and in accordance with the programme drawn up. For this purpose, the Architects shall attend the weekly / fortnightly joint meetings of the Bank, the Architects, the Site Engineer, all the concerned consultant, contractors / sub-contractors and assist the Site Engineer to prepare joint minutes of the discussion / instructions at such meetings with a view to co-ordinate the work of the various Site Engineer/ Resident Architect Engineer or contractors / sub-contractors and to avoid delays.

It is clarified that day to day supervision, programming of the works and coordination of various activities, quality control, measuring and recording the actual quantity of work, their correctness, ensuring that the work is being executed as per tender specifications and drawings, pointing out of any discrepancy therein forthwith to the contractors after taking the Bank into

confidence will be responsibility of the Architects and the Architects will oversee all these activities and follow up with the site engineer or contractors, if any engaged by the Bank through their Resident Architect at site to ensure timely and quality work as provided in the agreement.

- (e) The Architects shall not make any deviation, alteration, omission from the approved design / plans without the written consent of the Bank. The Architects shall not also undertake, execute or carry out any variations or extra items of works in excess of Rs.25,000/- (Rupees twenty five thousand only) or such amount as the Bank may expressly authorize by separate letter. All variations and extra items allowed within the discretion of the Architects as well as costing Rs.25,000/- and above or the amount authorized shall be referred to the Bank together with the reasons for making such deviations and by furnishing an analysis of the extra cost involved thereby. All orders given to the contractors by the Architects for any authorized deviations from the contract documents shall be in writing and variations orders incorporating the rates and quantities of extra work and omitted items of work in respect of all deviations shall be issued within a fortnight from the date of issue of instructions for deviations but after getting the Bank's approval within the same time. The Architects shall on no account permit the contractors to include cost of variations or extra items of work in the running bill or certify the payments for such variations or extra items till the rates therefore are accepted by the Bank. In case of any additions or variations above Rs.25,000/- are carried out without the prior approval of the Bank, the Bank shall not be liable to pay the contractors for such additions and variations and the Architects shall also not be entitled as a right to claim fees for such additional or deviated items of works.
- (f) In case any Site Engineer is engaged by the Bank during the progress of work, the Architects' representative at site shall remain in daily touch with the said Site Engineer and ascertain from them whether any excesses over sanctioned cost is anticipated and / or has already occurred. The Architects shall immediately report the same to the Bank with adequate justification for the same and obtain Bank's approval thereto. Also, as and when required, the Architects shall also prepare a revised cost estimate for Bank's approval with assistance from / in consultation with the said site engineer.
- (g) The Architects shall engage (within the fees mentioned in Clause 5 below) one qualified graduate Resident Civil Engineer and a Resident Electrical Engineer with not less than 5 years' experience or a diploma holder with not less than 8 years' experience for coordination and overall supervision on the site on day to day basis during the construction of the works subject to clarifications given above on all projects costing Rs.3.0 crores or more. The cost of Rs.3.0 crores will be the aggregate cost of various works awarded by the Architects under one single sanction / project.
- (h) The Architects shall, within the fees mentioned in Clause 5 below, engage a qualified:- (i) Structural Consultants / Engineer (ii) Electrical Consultants / Engineers (iii) Sanitary and Plumbing / Public Health Consultants, Engineer and (iv) Consultants for special installations like air-conditioning, lifts, generators and firefighting installations, landscaping, interior works etc. to assist them in their works. The remuneration, fees of Resident Architect and his required assistants / consultants / Engineers appointed under clauses (g) and (h) shall be paid by the Architects who shall also be responsible for all the

work, actions, omissions, etc. of any such Resident Architect and his assistants / Consultants / Engineers.

- (i) The Architects are supposed to ensure that the disputed / rejected works and the works not sanctioned by the Bank are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of the Bank, the rates quoted by them are not more than the reasonable in case of partly done / substituted / extra items and not more than tendered rates in case of completed tender items, various recoveries / deductions from the bills are properly effected, other recoveries made up to the last running bill in case of each contractor by the Bank to minimize further corrections at the Bank's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by the Bank to the contractors. The Architects shall be responsible for the corrections of the individual measurement, calculations etc. The Architect should also satisfy themselves through their Resident Architect/ Engineer that there is no duplication of the measurements and recording of the work done is under proper tender items. To avoid delays in verification on this account, the Resident Architect/ Engineer or his assistant at the site may remain associated with the Site Engineer and the concerned contractors at the time of joint measurements to satisfy himself about what work is being measured and under that tender items.
- (j) The Architects shall pay an amount limited to 10% of the total payable fees to the Bank for adequate damages for losses caused to the Bank or delay on their part in carrying out the terms of this contract and the architects shall take all necessary precautions and perform all their duties before and during the progress of the work to bring about completion of the work as may be entrusted to them including determining claims of the contractors due to fault or delay caused by them or their staff, on which question the decision of Bank, is final and binding on the Architects.
- (k) If the work of construction of any one or more of the civil engineering works or other works therein be substantially interrupted by force majeure or by reasons of any orders in writing issued by Bank stopping or suspending the work of construction on grounds other than bad / unsound work or installation and / or defective supervision or lack of it or by reason of any undue or unreasonable delay on the part of SBI in the matter of approving of the work done or in the matter of giving such sanction or instruction as may be necessary for the future progress of the work, the firm shall not be liable in any way for the consequent delay in the completion of such work.
- (l) Whenever the work is examined by the Chief Technical Examiner of the Central Vigilance Commission and if he brings to the notice of the Bank any defective or substandard work or any irregular / excessive payments the Architects shall take necessary action to get the defect rectified and / or recover the irregular payments. They may bring such matters in writing to the notice of the concerned contractors by putting the correspondence / their letters to take immediate action to get the matters set right and report back to the Architects for compliance. The Architects shall assist the Bank and shall send suitable reply to the Chief Technical examiner's queries in shortest possible time. In case of any disputes with the contractor (s) or disputes arising out of the said project execution as well in the matter of arbitration (either initiated by the contractors or the Bank) pertaining to this project, the Architects shall, assist

the Bank from time by drafting suitable replies in consultation with the legal advisers and protect the interest of the Bank.

- (m) The Architects shall, on the completion of the work, supply to the Bank free of cost two copies of 1:100 (one hundredth) scale drawings (one of which shall be in tracing cloth), two complete sets of structural drawings and two sets of drawings sufficiently showing the main lines of water and drainage pipes, electrical installation and other essential services and also inventory of all fittings and fixtures in the building. The Architects shall, if so required by the Bank, supply extra copies of all such drawings and the cost of such extra copies shall be reimbursed by the Bank to the Architects in addition to this the architect shall provide soft copies of drawings in pen drive or CD/DVD.

3. Termination of Agreement

- (a) The agreement herein in may be terminated at any time by the Bank by giving a **written notice of two months** to the Architects. Even after the termination of their engagement, the Architects shall remain liable and shall be responsible for the work rendered by them till termination of their engagement and shall also be liable for the certification / approval of any bills submitted by the contractors at any time in respect of the work executed before the termination of the Architects appointment and consequences thereof on account of any excess / wrong payment, if any, certified / recommended by the Architects for payments to the contractors, are liable for the payment of damages mentioned in paragraph 2 (j) hereinabove.
- (b) If the Architects close their business or the company, partnership firm stands wound up/ dissolved as per the provisions of law or due to provisions, if any, in partnership agreement of the firm in the event of death of one or more partners die or become incapacitated from acting as such Architects, then the Agreement shall stand terminated, subject to the clause 3(a) hereinabove.
- (c) (i) If the Architects fail to adhere to the time schedule stipulated in the schedule hereto annexure or the extended time which may be granted by the Bank in his sole discretion or

(ii) In case there is any change in the constitution of the company / firm of the architects for any reason whatsoever, the Bank shall be entitled to terminate this agreement without giving notice and entrust the work to some other Architects.
- (d) In case of termination under sub-clause (a), (b) or (c) above, the Architects shall not be entitled to fees or compensation except the fees payable to them for the work actually done and as per the provisions in this agreement. In such cases the decision of the Bank as to what is the work actually done and what is the amount of the fees due to the Architects on the basis of actual work and as per the provision in this agreement shall be final and binding on the Architects.
- (e) In case of the termination under sub-clauses (a), (b) or (c) above, the Bank may make use of all or any drawings, estimates or other documents prepared by the

Architects, after a reasonable payment for the services of the Architects for preparation of the same in full as provided herein.

- (f) Notwithstanding the above clauses, the Bank may terminate the agreement, in whole or in part, at any time for its convenience, by a written notice of not less than 30 days sent to the Architect.
- (g) It shall be open for the Bank to terminate the agreement on the death, retirement, insanity or insolvency of any person/s, being director/s, in the said company / firm or on the addition or introduction of a new partner without the previous approval in writing of Bank. But in the absence of and until its termination by Bank as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partner or the addition or introduction of any partner. In case of retirement/ death, the surviving or remaining partner of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.”

4. Transfer of Interests

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

5. Scale of Charges

(a) The Bank shall pay to the Architects as remuneration for the services to be rendered by the Architects in relation to the Works, and in particular for the services herein before mentioned, a fee calculated at the rate of percent (.....percent) the cost of the work as indicated in sub-clause (c) of this clause plus GST as applicable

(b) If the Bank appoints independent consultant/s for the work pertaining to special installations like air-conditioning, lifts, wet-risers etc., the Architects shall not be paid any fees on the total value of such installations. Similarly, no fee is payable on the cost of equipments for air-conditioning, lifts, computers etc., if supply of such items are directly arranged by the Bank.

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

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

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

Sr. No.	Services to be recorded	Subject to clarifications under column fees payments	Up to stage total cumulative fees payments	Remarks/ Clarifications
(1)	(2)	(3)	(4)	(5)
(a)	After completion of sketch plans, Architectural design and model, if any, and their approval by the Bank.	1/16 th (6.25%) of the total agreed % of fees on total cost of related work.	1/16 th (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 building works only. If the sketch plans include the detailed department-wise final layout plans for all floors for computerized office, then interior works will also be considered. Otherwise, the fees for the sketch plans for interior work will be paid later when the sketch plans are approved by the Bank.
(b)	After completion of working drawings & detailed estimates to the satisfaction of the Bank including Architectural & structural drawing & all drawings pertaining to the various specialist services & their approval by the Municipal Corporation or other authorities & Pre-qualifications of contractors for main civil work (foundation as well as superstructure)	1/8 th (12.5%) of the total% of fees on total cost of related work.	3/16 th (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 th (6.25%) of the total% of fees on total cost of related work.	On 1/4 th (25%) of the total fees on total cost of related work.	Here also, as clarified in para (b) above, initially the estimated cost shall be the cost of foundation or/ and super-structure (excluding interior decoration work) when the general building work is in progress. The fees under this (c) stage will be paid later when the detailed plans/ estimates/ tender documents etc. are prepared by the Architects and approved by the Bank and the tenders are invited by the Architects. Part payments of fees in both these cases can be released at discretion of the Bank on request of the Architects 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 th (50%) of the total% of fees on total cost of related work.	3/4 th (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 AMMC / CIDCO/Local Development Authority/Municipal Corporation/ Fire authority / water connection authority / electrical connection authority / gas connection authority and / or any other authority / Board connected with the occupation of building.	1/8 th (12.5%) of the total% of fees on total cost of related work.	7/8 th (87.5%) of the total fees on total cost of related work.	-----

(d3)	After the Architectural Consultancy Firm (ACF) issue "No objection certificate" for the refund of contractors retention money on expiry of Defects liability period of the various contractors and/ or attending to the CTE's / CVO's observations, if any, from time to time till its final disposal and award of arbitration, if any, whichever is later.	1/8 th (12.5%) of the total % of fees on total cost of related work.	100% of the total fees on total cost of related work.	The final payments under d1, d2 & d3 stages shall be made in accordance with and on the basis provided in the clauses 5 herein.
(e)	In case, this agreement is terminated in pursuance of clause 3 above, fees shall be paid to the architects for the actual services rendered as per stages referred to in this clause and subject to other provisions about recoveries etc, as provided for elsewhere in this agreement.			

7. Visit to the Site & LHO

In addition to the stationed qualified Resident Architect /Engineer and one or two of his assistants as the Architects may consider necessary to support him, the Architects as stipulated by the Bank or their representatives shall visit the site at least once in a week and more frequently if so required and their consultants shall visit the site and LHO periodically and as frequently as works require and inspect and supervise the construction to ensure and satisfy themselves that the works are being executed as designed and planned by them and approved by the Bank and general quality of the work and finishes etc. are good.

8. Delays, Responsibility and Recoveries from fees

(a) If the construction work after appointment of the contractors get delayed and the appointed contractors disagree to bear liquidated damages levied for the same as per the provisions in the agreements between the Bank and the contractors on a ground that they did not receive detailed architectural / structural drawings and of any further clarifications from the architects, the architects shall be liable to make good the

losses to the Bank to an extent of the amount of liquidated damages disagreed by the contractors. Similarly, if the works done as per the architects' earlier given architectural / structural drawings are required to be altered / demolished because of mistakes at the architects / their consultants and the architects shall be liable to bear the cost of the work required to be so altered / removed (including removal / alteration cost) unless the contractors agree to forgo the cost of said work. In the event the Architects fail to discharge their duties diligently and delays are caused due to their negligence or if they do not cooperate and the work is not completed within the time frame, they shall be liable to make good the damages suffered by the Bank without prejudiced to the Bank's right to terminate the agreement and pay such fees, which is at discretion of the Bank, required to be paid at the time of termination.

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

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

9. **Arbitration**

(I) Any difference and items of disagreement arising between the Architect and the additional Site Engineer / PMC, if any shall be referred to the General Manager of Circle Audit Office, Jaipur of SBI (the Bank) and his decision on those matters will be final and binding on the PPA cum PMC and additional Site Engineer / PMC as well.

(II) If any dispute, difference that arise between the Architect and the Bank, but not settled through mediation or other mutual resolution, including those in respect of the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that state in (I) above or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the Works, except in respect of the matters for which it is provided herein, that the decision of the Bank is final and binding, the same shall be referred to the Arbitration and final decision of a Sole Arbitrator jointly appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to appoint the arbitration panel of 3 arbitrators, one to be appointed by each disputing party and the third to be appointed by the two arbitrators so appointed.

(III) The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any amendment thereof.

(IV) The work under the contract shall, however, continue during the Arbitration proceedings. No payment due or payable to the Architects shall be with-held on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.

(V) The Arbitrator(s) will have power to regulate their own procedure.

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

(VII) The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award.

(VIII) The place of arbitration shall be JAIPUR.

(IX) The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator, who may direct to and by whom and in what manner, such costs or any part hereof shall be paid, may fix or settle the amount of costs to be paid.

(X) The Parties shall strive to appoint a Jaipur based person as far as possible as the arbitrator as above.

(XI) Notwithstanding the provisions of appointment of Arbitrator as above, the parties shall make their best efforts to resolve any dispute or difference through mutual negotiation or mediation.

10 Independent Relationship:

10.1 This agreement is on a principal-to-principal basis and does not create any employer-employee relationship.

10.2 Architects shall provide the Services hereunder as an independent service provider and nothing contained herein shall be deemed to create an association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between SBI and Architects.

10.3 Architects, its employees or representative or its agents have no authority to bind SBI in any manner by any action / representation whatsoever.

11 Indemnities:

(i) Architects hereby agrees and undertakes unconditionally and irrevocably to indemnify, keep indemnified and hold harmless SBI and its employees against all losses, claims including third party claims, damages, penalties, costs or expenses, duties, of any kind whatsoever which may arise on account of proven warranty representations, unauthorized acts, fraud, deed or loss in transit against or be incurred by SBI or its employees as a result of any act,

omission or commission, negligence or any other reasons whatsoever, on the part of Architects or any of its Staff.

- (ii) The Architects binds himself his executor or administrator and agrees to indemnify the Bank, in respect of this contract, including all claims, damages proceedings costs, charges and / or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of Architects in respect of violation of any of the provisions of Law / Act / Rules or regulations having the force of law or if any award of decision by any competent tribunal, court or authority in respect of the workmen or any one employee/engaged by the Architects in connection with this contract. This indemnity shall survive even after termination of the contract.

12. The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

The Architect shall be solely responsible for full compliance with the provisions of the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013, In case of any complaint of sexual harassment against its employee within the Premises of the Bank, the complaint will be filed before the Competent Authority

13. Entire Agreement

This Agreement supersedes any and all agreements, contracts or addenda relating to the said Services performed by Architect. This Agreement together with Annexure and is entire in it and cannot be changed or terminated orally. This agreement is in addition to and not in derogation to the Tender Document dated-----and annexure thereto and same is part and parcel of this agreement. No modification of this agreement shall be binding unless communicated in writing and signed on behalf of the Bank and Architect.

14. Digital Personal Data Protection Act, 2023

The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

15. Law and Place of Jurisdiction

This Agreement is subject to Indian Law. The place of performance and jurisdiction is the Courts at JAIPUR.

16. GENERAL PROVISIONS:

Paragraph Headings: Paragraphs headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.

Waiver: Failure by the Bank at any time to enforce any obligation of Contractor to claim a breach of any term of this Agreement or to exercise any power agreed to hereunder, will not be construed as a waiver of any right, power or obligation under this Agreement and it will not affect any subsequent breach and will not prejudice SBI as regards any subsequent action.

Severability: If any term or provision of this Agreement should be declared invalid, the remaining terms and provisions of this Agreement shall remain unimpaired and will remain in full force and effect.

Modification: No modification, waiver or amendment of any term or conditions of this Agreement shall be effective unless and until it shall be reduced to writing and signed by the Bank and Contractor.

Employees or representative of Contractor: It is agreed that under no circumstances and / or at no point of time any employees or representative of Contractor shall be or construed to be the employees of The Bank.

This agreement executed the day and year first written above.

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

Signed and delivered by within name

1.

2.

Signature of Managing Partner

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

1.

2.

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

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

ANNEXURE – B**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	<p>Experience of the firm: -</p> <ul style="list-style-type: none"> • More than 7 years up to 10 years =7 Marks, • More than 10 years and up to 15 years =10 Marks, • More than 15 years and up to 20 years =12 Marks, • More than 20 years =15 Marks 	15
2	<p>Maximum value (Project cost excluding GST) of any single similar project successfully completed in the last 7 years as on 31.08.2024:-</p> <ul style="list-style-type: none"> • Rs. 4.40 crores or more but less than Rs. 5.50 Crores =10 Marks, • Rs. 5.50 crores or more but less than Rs. 8.80 Crores =15 Marks, • Rs. 8.80 crores or more but less than Rs. 11.01 Crores =20 Marks, • Rs. 11.01 crores or more =25 Marks. 	25
3	<p>Experience with Central Govt. Dept./ State Govt. Dept./ Semi Govt. Dept./ PSU/ Public Sector Banks and successfully completed similar project in the last 7 years as on 31.08.2024 (project cost is excluding GST):-</p> <ul style="list-style-type: none"> • At least one project costing Rs.11.01 crores or more = 20 Marks, • At least one project costing Rs. 8.80 Crores or more =16 Marks, • Two or more projects each costing Rs. 5.50 Crores or more =12 Marks, • Three or more projects each costing Rs. 4.40 Crores or more =8 Marks. • Experience with Reputed Private Sector/ Multinational Organisations and successfully completed project in the last 7years as on 31.08.2024 (project cost is excluding GST) will be awarded 4 Marks lesser than the similar works of Govt/PSU in the 4 categories as stated above. (Marks will be awarded in any one of the categories of either Govt/PSU or Private sector only.) 	20

4	<p>Performance Certificate from Existing Clients</p> <ul style="list-style-type: none"> • Two Excellent certificates = 15 • Single Excellent/Very Good/Good=10 • Satisfactory = 8 <p>(Only 2 similar projects of highest value will alone be considered for this purpose)</p>	15
5	<p>Certification level in green / energy saving building in LEED/ GRIHA/ IGBC rating system in similar projects (having project cost of Rs. 4.40 Cr or above) completed in the last 7 years as on 31.08.2024:</p> <ul style="list-style-type: none"> • Platinum rating certified project = 10 • Gold rating certified project = 08 • Silver rating certified project = 06 • Green certified project = 04 	10
6	<p>Number of technical staff (Architects and Engineers) in main office (on pay roll):</p> <ul style="list-style-type: none"> • At least 7, out of which at least 3 has to be architects=6 Marks, • More than 7 and up to 10, out of which at least 4 has to be Architects = 10 Marks, • More than 10 and up to 15, out of which at least 6 has to be Architects=12 Marks, • More than 15, out of which at least 8 has to be Architects= 15 Marks 	15
	TOTAL	100

Note: - Similar projects costing at least Rs. 4.40 Crores (excluding GST) and above shall alone be considered for evaluation and awarding of marks.

PART – B. BRIEF TECHNICAL PARAMETER FOR EVALUATION OF DESIGN PRESENTATION MADE BY BIDDERS/ARCHITECTS (TOTAL MARKS 50)

Sr. No.	Broad criteria/technical parameter	Maximum Marks
1	<u>Design concept of project done so far.</u> Architectural & Green building features, 3D view, preliminary layout plan, indicating furniture layout, other amenities specifications and approximate estimated cost.	5
2	<u>Past Experience in Statutory Approvals</u> Capability / experience in obtaining statutory approvals / Liaison with local Government authorities and estimated time limit specified for the same	5
3	Experience in undertaking similar projects with PSUs / Banks in compliance with CVC guidelines	5
4	Cost effective Site Utilization & Economical design along with Estimated Cost /Per Sqm	5
5	<u>PMC Services</u> 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.	5
6	Knowledge of Building Bylaws, National Building Code and Statutory Requirements of respective local bodies/Municipalities, etc.	5
7	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members	20
	TOTAL	50

The PPA cum PMC who score maximum marks put together for technical bid and price bid, i.e. after techno-commercial evaluation based on 70% weightage to Technical Parameters and 30% for financial Bid shall be considered for selection.

Example for evaluation of proposals/bids:

The example to calculate most successful applicant based on marks given on each of the above parameters is as follows:

- Each of the stipulated parameters carries maximum marks with Total Marks of Technical bidevaluation equal to 150.
- For deciding the most successful bidder 70% weightage shall be given to technical parameters and 30 % shall be given to price bid.

- **EXAMPLE IS GIVEN BELOW:**
- Suppose three applicants are short listed as A, B, & C based on technical bid scrutiny and they secured marks out of 150 as under:
 - A – 133 marks;
 - B – 127 marks;
 - C – 115 marks
- As ‘A’ secured highest marks in technical evaluation, to work out percentile score, following will be the calculation:
 - A : $(133 / 133) \times 100 = 100$
 - B : $(127 / 133) \times 100 = 95.49$
 - C : $(115 / 133) \times 100 = 86.47$
- 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 : $(95.49 \times 0.70) + (84 \times 0.30) = 92.04$

➤ C : $(86.47 \times 0.70) + (100 \times 0.30) = 90.53$

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

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/ARCHITECT - PROFILE

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(s) mentioned in col. (12)	

14	Goods & Service Tax registration number		
15	Annexure number of GST registration certificate		
16	Service Tax/ GST paid during last 5years (amount in lacs)	Year ended on	Tax paid
		31.03.2020	
		31.03.2021	
		31.03.2022	
		31.03.2023	
		31.03.2024	
17	Annexure number of certificates issued by chartered accountant for supporting information mentioned in col. (16) or any other evidence in that regard		
18	Turnover of the firm during last 5 years (amount in lacs)	Year ended on	Turnover
		31.03.2020	
		31.03.2021	
		31.03.2022	
		31.03.2023	
		31.03.2024	
19	Annexure number of certificates issued by chartered accountant for supporting information mentioned in col. (18) and audited P&L statement in that regard		

		Architects	Engineers	Total
20	Number of Architects/ Engineers who are promoters or permanent employee/ pay role of the firm (These numbers should tally with details being given in Format VII and VIII)			
21	If firm is not having office in Jaipur 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 PPA cum PMC with Seal

Date:

Place:

Signature with seal of the Bidder

ANNEXURE – D

BIO-DATA OF THE PARTNERS / DIRECTORS

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 PPA cum PMC with seal

Date:

Place:

ANNEXURE – E

BIO-DATA OF TECHNICAL STAFF (ARCHITECTS/ ENGINEER)

Use separate form for each Executive

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

Signature of the PPA cum PMC with Seal

Date:

Place:

ANNEXURE – F

DETAIL OF MAJOR BUILDING CONSTRUCTION

(Rs. 4.40 crore and above excluding GST) completed during the last 7 years (as on 31.08.2024)

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

1	Name and address of the Client	
2	Client's status like Public Sector Undertaking / Public Sector Bank/ Government Department / Reputed Private Sector / Multinational organisations	
3	Name of Project	
4	Description and nature of work	
5	Location of the building with complete address	
6	Job assigned to Architect in the project like preparation of drawings, estimate, Design/ PMC etc.	
7	Estimated value of project (Rs in Cr)	
8	Final value of Project (Rs in Cr)	
9	Scheduled date of start of project	
10	Scheduled date of completion of project	

11	Actual date of start of project	
12	Actual date of completion of project	
13	Reasons of cost/ time over run, if any	
14	Number of stories	
15	Height of building from ground (in meters)	
16	Number of basement (s)	
17	Annexure number of side elevation/sectional elevation showing number of basement and height of building	
18	Has client certified that the building is having Green / Energy Saving features	Yes/ No
19	Annexure number of letters received from the client regarding award of work.	
20	Annexure number of letters received from the client regarding successful completion of work.	

Note:

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

Signature of the PPA cum PMC with Seal

Date:

Place:

ANNEXURE – G

LIST OF PENDING ARBITRATION/LITIGATION/SUITS WITH PREVIOUS CLIENTS

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

Signature of the PPA cum PMC with Seal

Date:

Place:

Signature with seal of the Bidder

ANNEXURE – H

DETAILS OF PROJECTS INSPECTED BY CVC/CTE

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

Signature of the PPA cum PMC with Seal

Date:

Place:

Signature with seal of the Bidder

ANNEXURE – I

LIST OF ANNEXURES
(Use additional sheets if necessary)

ANNEXURE NUMBER	PARTICULARS OF DOCUMENT

ANNEXURE - J

PRE-CONTRACT INTEGRITY PACT

(TO BE SIGNED AND SUBMITTED ALONG WITH THE TENDER)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2024, between, on the one hand,

The State Bank of India a body incorporated under the State Bank of India Act, 1955 having its Corporate Center at State Bank Bhavan, Nariman Point, Mumbai and a Local Head Office at Jaipur through its AGM (P&E) (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 Principal Project Architect cum Project Management Consultant (PPA cum PMC) for **Construction of G+3 building on Bank's Plot at Bhopalganj, Bhilwara (Rajasthan)** 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 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 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 action Bidder's 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 PPA cum PMC. 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.

Shri Otem Dai IAS (Retd.) otemdai@hotmail.com	Shri Satyajit Mohanty IPS (Retd.) satyajitmohanty88@gmail.com
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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 JAIPUR.

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 PPA cum PMC

Name of the Officer

Chief Executive Officer

Designation

Office/Department/Branch

LETTER OF UNDERTAKING

The Assistant General Manager (P&E Dept)
State Bank of India
Local Head Office ,
Jaipur - 302005, Rajasthan
email: agmpremises.lhojai@sbi.co.in

**NOTICE FOR PRE-QUALIFICATION AND SELECTION OF PRINCIPAL PROJECT ARCHITECT
CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF G+3
BUILDING ON BANK'S PLOT AT BHOPALGANJ, BHILWARA.**

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 new G+3 building on Bank's Plot at BhopalGANJ, Bhilwara 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 PPA cum PMC for the captioned project strictly in accordance with the Scope of work and detailed terms and conditions spelt out in this Tender.

While submitting this Bid, we certify that: -

1. We have adequate experience in providing professional services for Planning, Designing and Supervision of all activities and services pertaining to Construction of New G+3 building on Bank's Plot at BhopalGANJ Bhilwara 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, Lift, 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 Consultant (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 PPA cum PMC.

16. We undertake that in competing for and (if the award is made to us) in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
17. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
18. We undertake that we will not resort to canvassing with any official of the SBI, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of 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 / 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 PPA cum PMC to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the SBI and/or communicated to the successful PPA cum PMC(s).

25. We undertake that in the event of award of the contract to us, we will setup an adequate office with in-house capability and infrastructure / expertise to manage such high magnitude specialized projects in **Jaipur** within 1 month from the date of award of contract.

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 PPA cum PMC

Signature and addresses of Witnesses 1 & 2

ANNEXURE - L

FINANCIAL BID (ENVELOPE – II)

**TO BE SUBMITTED BY THE BIDDER
SEPARATELY UNDER TWO BID SYSTEM
(NIT NO: LHO/JAI/2024-25/BG1)**

TENDER NOTICE FOR PRE-QUALIFICATION AND SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT (PPA cum PMC) FOR CONSTRUCTION OF G+3 BUILDING AT BHOPALGANJ BHILWARA (RAJASTHAN)

We have understood the Prequalification Criteria & Scope of the Services to be offered, the terms and conditions for the appointment to be rendered by the Architectural Consultant specified by SBI in the Notice Inviting Tender as well from their standard agreement for the captioned purpose and we shall abide by the same in case our proposal is accepted.

2. Accordingly, we now quote our total professional fee for the project as under:

S. No.	Scope of Services	Professional Fee (%age of Total Project Cost (Excluding GST and cost of items directly procured by the SBI))	Professional Fee in Words
1	Providing complete Architectural Consultancy Services cum Project Management Consultant for the Complete Project (including Civil, Plumbing, Electrical, Structural, HVAC, Firefighting, LT/HT installations, Green Building, Road Works, Landscaping etc. complete)% of the actual Project Cost.	

3. We agree that the above payment of the fees will be released to us at pre-determined stages related to the progress of work based on the standard terms of SBI in this regard.

4. We, further agree in case, we fail to procure required building permissions and approval of plans by the local authorities within a reasonable time of maximum 4 months from date of award of contract to us, the SBI shall be at liberty to discontinue our services as the PPA cum PMC for the project within their sole discretion and no fee shall be claimed by us for the project.

Name and designation of the Authorized signatory

Stamp and seal

Signature of the Bidder

Place:

Date: