



State Bank of India

Premises department, 9th floor State Bank of India,
Corporate Office, Nariman Point, Mumbai – 21.

Phone No. 022-22740906, e-mail: dgmpremises.cc@sbi.co.in

TENDER ID: PREM/2021-22/09

NOTICE OF INVITATION OF DESIGN COMPETITION PROPOSALS FOR ENGAGING PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT

State Bank of India (SBI) invites Expression of Interest (EOI) from reputed and experienced Architectural Firms/Individual for participating in the Design Competition for selection and engagement of Principal Project Architect cum Project Management Consultant to render Architectural Consultancy Services for the Proposed Construction of Residential Flats at D.N. Nagar, Andheri (West), Mumbai for State Bank of India's Officers.

The prequalification/eligibility criteria, scope of the services to be rendered, terms and conditions of appointment and prescribed formats for submission of application can be downloaded from Banks website www.sbi.co.in under procurement news (<https://sbi.co.in/web/sbi-in-the-news/procurement-news>) from 30th June 2021 to 20th July 2021 up to 3.00 PM.

Interested Architectural Firms complying prescribed eligibility criteria should ensure submission of their applications in the prescribed format with supporting documents at this office latest by **3.00 pm** on **20th July 2021**. Applications received after due date and time will not be entertained. The SBI reserves their rights to accept any or to reject all the applications without assigning reasons therefor and no correspondence shall be entertained in this regard.

Dy. General Manger (Premises)



State Bank of India

Premises department, 9th floor State Bank of India,
Corporate Office, Nariman Point, Mumbai – 21.

Phone No. 022-22740906, e-mail: dgmpremises.cc@sbi.co.in

TENDER ID:

EXPRESSION OF INTEREST (EOI) FOR DESIGN COMPETITION FOR SELECTION AND
ENGAGEMENT OF PRINCIPAL PROJECT ARCHITECT CUM PMC FOR
CONSTRUCTION OF RESIDENTIAL FLATS AT D.N. NAGAR, ANDHERI (WEST), MUMBAI.

(PLOT AREA ADMEASURING 5,055.06 SQ.MTR)

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

GSTIN NO. : _____

DATE : _____

NOTICE INVITING EOI

State Bank of India invites Expression of Interest (EOI) from reputed and experienced Architectural Firms/Individual for participating in the Design Competition for selection and engagement of Principal Project Architect cum Project Management Consultant (PPA cum PMC) for render Architectural Consultancy Services for the Proposed Construction of Residential Flats at D.N. Nagar, Andheri (West), Mumbai for State Bank of India's Officers.

Sr. No.	Particulars	Details
1.	Name of work	Construction of Residential Flats at D.N. Nagar, Andheri (West), Mumbai for State Bank of India's Officers.
2.	Nature of Work	Architectural Cum Project Management Consultancy Services
3.	Total Time allowed for completion of the Project	30 months
4.	Estimated cost of the project	Approximately Rs. 70.00 Crores
5.	Availability of EOI documents	Available on Bank's website https://bank.sbi <Link> Procurement News from 30.06.2021 to 20.07.2021
6.	Address for submission of EOI Design Competition proposals	Dy. General Manager (Premises) Premises department, 9th floor State Bank of India, Corporate Office, State Bank Bhavan, Nariman Point, Mumbai – 21.
7.	Last date & time for submission Technical Bid along with price bid (in sealed cover).	20.07.2021 by 03:00 PM At address mentioned above <u>through Speed post / drop to State Bank Bhavan Head office.</u>
8.	Date and Time of opening of Technical Bid.	23.07.2021 by 03:30 PM
9.	Opening of price bid	After completion of design competition from shortlisted Architect.

10. Conditional proposals are liable for disqualification.

11. 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.

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

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

16. For any clarifications please contact Assistant General Manager (Civil), Premises department, 9th floor State Bank of India, Corporate Office, Nariman Point, Mumbai – 21. Phone No. 022-22740906.

Interested Architectural Firms/Individuals fulfilling prescribed eligibility criteria are hereby invited and requested to ensure submission of their Design Competition Proposals in the prescribed format with supporting documents to the **Dy. General Manager (Premises)** Premises department, 9th floor State Bank of India, Corporate Office, State Bank Bhavan, Nariman Point, Mumbai – 21 **by 3.00 PM on 20th July 2021.**

The PPA cum PMCs are advised to submit the complete set of documents in properly spiral bounded form. The applications received in loose sheets shall be summarily disqualified. In addition to this a complete set of tender documents may also be directly uploaded on the website.

Dy. General Manager (Premises)

1. Disclaimer

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

INSTRUCTIONS TO PERSPECTIVE ARCHITECTS

1. **Scope of work:**

PPA cum PMC Services to render Architectural Consultancy Services for the Proposed Construction of Residential Flats at D.N. Nagar, Andheri (West), Mumbai for State Bank of India's Officers
- 1.1. **Site and its location**

D.N. Nagar, Andheri (West), Mumbai
2. **EOI documents:**
 - 2.1. The work has to be carried out strictly according to the conditions stipulated in the EOI consisting of the following documents and the most workmen like manner.
 - Instructions to Perspective 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 Perspective Architects
 - 2.3. The tender documents are not transferable.
3. **Site Visit:**

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

The selected Architects shall be bound to enter into an agreement in the prescribed format, within 15 days from the date of receipt of intimation of acceptance of their proposal by the SBI. However, the written acceptance of the offer from the SBI will constitute a binding agreement between the Bank and successful Architect whether such formal agreement is subsequently entered into or not.
5. **Completion Period:**

Time is essence of the contract. The Project has to be completed in all respect accordance with the terms of contract within a period of **30 months** from the date of award of work.

6. **Validity of Price Bid:**

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

7. Price Bid shall be opened only of those shortlisted Architects who will participate 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/Public limited (Listed) Company.

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

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

GENERAL CONDITIONS OF CONTRACT

1. Definitions: -

- 1.1. "Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India and PPA cum PMC, together with the documents referred there in including these conditions and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
 - 1.2. In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
 - 1.3. 'SBI' shall mean State Bank of India having its Corporate Office at State Bank Bhavan, Nariman Point, Mumbai – 21.
 - 1.4. 'The Architect' shall mean the individual or firm or company selected and engaged for undertaking the project as 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 a Residential buildings.

3. Eligibility criteria:

- (i) Minimum 10 years' experience as an Architect as on 30.06.2021. 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 waste water etc.
- (ii) The Architect should have rendered satisfactory professional services in planning, designing & supervision of similar high - rise building construction projects, from inception to completion stage for:
 - a. At least one similar project of minimum **Rs. 56.00 Crore** each or two similar projects of **minimum Rs. 35.00 Crore** each or three similar projects of minimum **Rs. 28.00 Crore** each during last 7 years ending on 30.06.2021. These building projects should be residential/ commercial/ institutional building projects.

“Similar Work” under this clause means Planning, Designing and Supervision of Construction of High rise (Minimum 10 storied including Gr Floor) Residential or Commercial buildings including Civil, Plumbing, Sanitary, Interior & Furnishing, Fire Fighting and Electrical Installation work for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks during last 7 years”.

- (iii) At least one of Proprietor / Partners / Directors of the Architect should have a valid registration and license as an Architect from “Council of Architecture”.
- (iv) The Architect should preferably have a full-fledged office or ready to establish an office in Mumbai and should have adequate number of qualified Architects, Engineers and other personnel on the payroll / establishment of the company and should also have tie up arrangements with reputed registered and licensed services Architect, firms, Electrical Architects, Air-conditioning Architect etc.
- (v) The average annual turnover of the Architect by way of professional Fee in last three financial years ending on 31.03.2021 shall not be less **Rs. 32.00 Lakh**. Copies of the audited Annual Balance sheet for the last three financial years ending on 31.03.2021 shall be submitted in support of claims.
- (vi) The firms/Architects satisfying the prescribed eligibility criteria shall only become eligible to bid the assignment. Clear supporting evidences like photographs, certificates, documents etc. should be submitted with the bid.
- (vii) The firms/Architects should either have their local / Branch Office in Mumbai (documentary evidence to be submitted) or prepared to setup an adequate office setup with in-house capability and infrastructure / expertise to Manage such high magnitude specialized projects in Mumbai within 2 months from the date of award of contract provided they are qualified for the project through laid down selection process. An undertaking to be submitted by the PPA cum PMC to this effect along with their application.
- (viii) The firms/Architects shall be responsible and prepared to engage expertise/Architects for all specialized services of the project for which inhouse expertise is not available with them within the professional fee agreed and payable to them.
- (ix) The firms/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 PPA cum PMC should have all necessary licenses, permissions, consents, no objection certificates, approvals as required under the law for carrying out its/their business including those envisaged under the scope of this EOI.
- (xi) The PPA cum PMC should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.

- (xii) The PPA cum PMC should not have been blacklisted by the Govt. of India Organizations / PSU / PSE / Govt. Depts./reputed Private Public Limited Companies etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory professional services during the last 7 (seven) years. (Self-declaration to be submitted by the PPA cum PMC along with their application).
 - (xiii) The PPA cum PMC should be the sole PPA cum PMC/PPA cum PMC and not a consortium.
 - (xiv) However, merely fulfilling the prescribed eligibility criteria shall not entitle the PPA cum PMC Architects for shortlisting and invitation for participation in the proposed Techno-commercial competition for the project. The shortlisting as well as final selection of Architect for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous employers etc.
4. The objective of this EOI is to identify reputed PPA cum PMC Firm for setting up of the Construction of Residential Flats, as envisaged above by engaging a design builder etc.

5. Submission of bids:

- i. The Proposal shall be submitted as under:
Technical Bid comprising of this tender document with all annexures duly filled in along with copies of the authentic supporting documents super-scribing on top “Design Competition Proposal for Architectural and Project Management Consultancy Services for Construction of Residential Flats at D.N. Nagar, Andheri (West), Mumbai for State Bank of India’s Officers”.
- ii. The sealed technical document along with the price bid (Technical bid document in envelope-1, Price bid in envelope-2 and both the envelope in envelope -3) sent by SPEED POST or dropped in the tender box available in the Corporate office of the Premises department, 9th floor State Bank of India, Corporate Office, State Bank Bhavan, Nariman Point, Mumbai – 21 from 11:00 am to 5:00 pm on all working days from 1st July 2021 to 20th July 2021.
- iii. The certified/self-attested copies of the supporting documents mentioned in above mentioned formats shall be furnished along with the technical bid.
- iv. All Annexures shall be duly signed by the firm with stamp on each page.

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

- a) The Sealed Cover containing Technical Bid along of all the Architects will be first opened by the authorized committee and evaluated on the various eligibility criteria and other marking matrix parameters as per “ANNEXURE B”.
- b) The Bids will be initially evaluated for the eligibility based on the documents submitted in support of eligibility criteria specified hereinbefore and accordingly PPA cum PMCs fulfilling the various criteria shall be shortlisted.
- c) Maximum 5 to 6 Architectural Firms/Individuals scoring highest marks on the prescribed parameters and marking matrix shall be shortlisted by the Committee.
- d) The SBI may consider inspecting the projects and calling for confidential reports from their clients prior to shortlisting and inviting for 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 Architects shall be advised to submit their Techno Commercial offer (in the prescribed format to be made available by SBI at later date) comprising of: -
 - a) Approach paper/conceptual drawings/Plans/Models etc. along with a rough estimate in soft as well as hard copy as per Bank’s requirements and completely in compliance with local bye laws, rules and regulations applicable for the purpose at the centre within the specified time line.
 - b) Commercial/Price bid in the prescribed format.
- g) The PPA cum PMC submitting the requisite papers/ documents/drawings/Models etc. shall be invited for making a presentation before competent Committee constituted by the SBI.
- h) A committee will evaluate the proposal and the presentation of the proposed approach, methodology and technical capabilities of the PPA cum PMCs and shortlist the PPA cum PMCs as per the laid down criteria. The decision of the Committee shall be final and binding on the PPA cum PMCs.
- i) The Price/Commercial Bid of only to those Architects shall be opened who will participate in the Design Presentation.
- j) The Technical Bid and Commercial/Price Bid will have weightage of 70 and 30 marks respectively.

7. **Design Competition:**

- a) PPA cum PMCs 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 PPA cum PMC will be given about 20 to 30 minutes time for making presentation. After presentation the committee members will interact with the PPA cum PMC to understand presentation.
- c) To participate in design competition, the PPA cum PMCs will have to attend the event on their own expenses. However, the Bank will make payment of **Rs. 25,000/- (Rupees Twenty Five Thousand Only)** as token of appreciation to those Architects who are invited and participating in the design competition except the selected Architect.
- d) The exact timing of start of time slot shall be intimated to PPA cum PMCs 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** for the purpose.

9. **Financial bid**

- a) The perspective PPA cum PMC are required to submit their price bid in the specified format as per Annexure 'H' in separate sealed Envelope.
- b) The Price/Commercial Bid of only those PPA cum PMC 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 professional fee for the project, the PPA cum PMC are as advised to consider the following:

- (i) The PPA cum PMCs 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) can be quoted by the perspective Architects within following limits: -

Upper cap (Maximum)

@ 1.5 % of the Actual project cost

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

11. Award of Contract:

- a) The firm which gets highest marks (obtained in technical and commercial bid put together) will be decided as the prospective 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.
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 Architect 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. SBI will have right to change scheduled date of any event. Revised date will be displayed on our website or communicated separately.
15. Any corrigendum in this EOI shall be intimated through announcement at Bank's website 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 on time to time till the process of selection of Architectural Architect gets over.

16. Officials of SBI/ Bank may visit office of the PPA cum PMC, sites of project completed by PPA cum PMC and office of those clients to verify information submitted by PPA cum PMC in technical bid. In case it is found that PPA cum PMC has submitted misleading information in technical bid, the candidature of such PPA cum PMC(s) will be dismissed. SBI will have discretion to seek confidential report from previous clients of the PPA cum PMC and in case of any negative report/feedback, the SBI may take action as deemed fit.

17. **Scope of services:**

SBI proposes to engage services of Principal Project Architect cum Project Management Consultant for Proposed Construction of Residential Flats at D.N. Nagar, Andheri (West), Mumbai for State Bank of India's Officers. This will be a 'State of Art' design having all modern amenities and will comply / have features of 'Green' and Energy Efficient Building.

17.1. SBI intends to commence and complete the works in all respects viz. ready for occupation within a maximum time span of **30 months** from the date of commencement.

17.2. The proposed Architectural Architect will take up all further necessary work on the project including support to the L-1 contractor for procuring/revalidation (as and when required) of existing Municipal and other mandatory permissions, NOCs, occupation / completion certificate required to be obtained from the local Authorities viz. MCGM, Municipal Corporations, Town & Country Planning Department and any other State / Central Government / Statutory authorities etc. as applicable including obtaining occupation and completion certificate from MCGM/Govt. authorities within the specified time frame of 6 months as stated above.

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

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

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

- i. Providing professional services for concept design of Residential Flats as per latest 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 Architect will support to L-1 contractor on behalf of the Bank for obtaining all required approvals, NOCs, building permission / commencement certificate / Building / Municipal Permission from the MMRDA / T&CP / MCGM / local Municipal Corporation, Town & Country Planning department, Aviation, Maharashtra Electricity Board, Electrical Inspector, 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 by the L-1 contractor in a time bound manner as per the agreement with the Bank.
- v. 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 L-1 contractor 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 receipt /challans in respect of deposits made with the competent authorities, if any.
- vi. Preparation of detailed 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.
- vii. 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.
- viii. Preparation of 2/3 alternatives for 3D view / elevation / its 3D presentation of Visual Walk Through for its approval by SBI.
- ix. 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.
- x. Preparation of detailed estimates, draft tenders and advising panel of design builder to SBI.
- xi. 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.
- xii. Preparing documents for pre-qualification and empanelment of design builder, scrutinizing prequalification applications, submitting recommendations for prequalification of design builder for the project after inspection of work sites/office of various shortlisted PPA cum PMCs and extending all assistance to the SBI in finalizing

the list of qualified design builder by following elaborate procedure / norms laid down as per CVC guidelines.

- xiii. 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.
- xiv. Calling of competitive tenders each trade-wise at appropriate time from the pre-qualified design builder. Required sets of tender documents will have to be prepared by the Architect themselves at no extra cost to SBI.
- xv. 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 PPA cum PMC/ vendor, placing of work order etc.
- xvi. Preparation and issuance of 3 sets of detailed Good for Construction drawings to the design builder 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.
- xvii. Complete role of Project Management Architect (PMC) will also be played by 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.
- xviii. 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.
- xix. 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 2-3 full time qualified Site Engineers (engineering graduate of civil & electrical branch with minimum 5 year site experience) for all works and services at their own cost within the fee payable.

- xx. Conducting thorough scrutiny and certification of design builder's bills/stage wise payment of design builder 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 design builder and adjustments of all accounts between the design builder and the SBI.
- xxi. The Architect shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Architect to check the measurements of various items to the extent of 100% of each item of work claimed, in each running bill.
- xxii. The effective communication between various agencies / vendors contractors will have to be ensured by the Architect. The problems / hindrances / bottlenecks need to be sorted out / removed by arranging site meetings of all concerned including employer (SBI) and record of such meetings, decisions taken etc. need to be maintained in a chronological manner kept in a separate register.
- xxiii. During the defect liability period carrying out periodical inspection along with representatives of SBI/ SBI and contractor, preparation of defects list and arrange for its rectification from contractor.
- xxiv. Preparation of 'As Built' drawings including those for all services and 2 sets of such drawings laminate and in the form of a CD/pen drive (soft copy) will have to be prepared and submitted to SBI.
- xxv. The Bank's project comes under Technical Audit by the Chief Technical Examiner's (CTE) Organization of Central Vigilance Commission. The Architectural Architects will assist the Bank in submission of reply to CTE's queries, if any and compliance of their observations.
- xxvi. They shall perform all the services and discharge the obligations with due diligence, efficiency and economy in accordance with the generally accepted professional standards and practices.
- xxvii. The PPA cum PMC shall act as faithful advisor and shall at all time support and safeguard legitimate interests of the SBI.
- xxviii. The PPA cum PMC shall not accept any commission, discount etc. in connection with the activities to benefit himself.
- xxix. All the activities mentioned in the scope of work shall be carried out in consultation with and approval of SBI team.
- xxx. The PPA cum PMC shall assist the employer in sending suitable replies to queries raised by CTE's/IEMS.

xxxi. The list of duties mentioned above is only indicative and the Architect will have to assume full responsibility for timely completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workman like manner in all respects till its occupation within the agreed time schedule and cost by following laid down norms / procedure of SBI and guidelines of CVC in an open and transparent manner to the satisfaction of the Bank and towards achieving this goal whatever is required to be done will have to be arranged by the consulting firm with the approval of SBI.

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

Within the validity period specified in this EOI, the SBI shall issue a letter of intent (LOI) to the selected 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 Architects.

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 Architects shall not directly entrust and engage or indirectly transfer, assign or underlet the Project or any part or share thereof or interest therein to any other Architects without the written consent of the SBI and no undertaking shall relieve them from the responsibility of active & superintendence of the work during its progress. Wherever, the inhouse expertise is not available with the Principal Architects, they shall engage professionally qualified Architects for Structural / Electrical / Lifts / Firefighting / HVAC and other similar specialized professional service required for the project within the approved professional Fee as per agreement other than structure design which shall be done by the design builder through their structural consultant shall be duly checked by the PPA cum PMC for its stability, safety and economy. 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 what so ever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

21. **Fraud & Corrupt Practices**

21.1. The PPA cum PMC and their respective employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the SBI shall reject an Application or any such

suggestion of PPA cum PMC without being liable in any manner whatsoever to the Architects, 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 issued by the SBI during the next period as decided by the SBI

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

a. **“Corrupt practice”** means

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

(ii) Engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the SBI in relation to any matter concerning the Project.

b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.

c. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process.

d. **“Undesirable practice”** means

(i) Establishing contact with any person connected with or employed or engaged by the SBI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or

(ii) Having a Conflict of Interest.

e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among PPA cum PMCs with the objective of restricting or manipulating a

full and fair competition in the Bidding Process/ Techno commercial evaluation of the design builder.

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 Architects/Architects, 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 EOI.
- f. If the PPA cum PMC fails to procure mandatory permissions through design builder from the various local authorities within a reasonable time not exceeding 6 months and renewal of existing permissions from the respective local authorities within 45 days from the date of receipt approval of sketch scheme plans/instructions from the SBI to do so.
- g. If the Architects fails to open their office locally at Mumbai within the time line specified in this EOI.

22.2. In the event the SBI terminates the Contract in whole or in part for the breaches attributable to the 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 Architects 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 Architects 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 Architects 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 Architects 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. In such case, the SBI shall give prior notice to the existing Architects. The existing Architects shall continue to provide services as per the

terms of Contract until a 'New Architects completely takes over the work. During the transition phase, the existing Architects shall render all reasonable assistance to the new Architects within such period prescribed by the SBI, at no additional cost to the SBI, for ensuring smooth switch over and continuity of services.

23. Force Majeure

23.1. Neither contractor not SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

23.2. As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

23.3. From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

23.4. Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

24. Termination for Insolvency

The SBI may, at any time, terminate the Contract by giving written notice to the Architects, 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 Architects, 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 Architects, 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 Architects under the Contract is terminated, and the date upon which such termination becomes effective.

26. Governing Language

The governing language shall be English.

27. Taxes and Duties

- 27.1. The Architect 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 Architects 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 Architects 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 Architects.

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 Architects. 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 Architects from his responsibility to pay any tax that may be levied in India on income and profits made by the Architects in respect of this contract.
- 28.2. The PPA cum PMC s 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 Architects shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

29. Notices

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

30. Transition Plan

In the event of failure of the 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. In such case, the SBI shall give prior notice to the existing Architects.

The existing Architects 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

Architects within such period prescribed by the SBI, for ensuring smooth switch over and continuity of Professional Services.

31. **Compliance with Laws**

It shall be the sole responsibility of 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 through design builder shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws towards its Services throughout the currency of the Contract. The 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.

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

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

Signed as token of acceptance

Signature of PPA cum PMC with seal

Date:

Place:

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

SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR SERVICES FOR CONSTRUCTION OF RESIDENTIAL FLATS AT D.N. NAGAR, ANDHERI (WEST), MUMBAI FOR STATE BANK OF INDIA'S OFFICERS.

(A) BRIEF TECHNICAL PARAMETER FOR EVALUATION BEFORE DESIGN COMPETITION (TOTAL MARKS - 75)

Sr. No.	Broad criteria / Technical parameter	Maximum Marks
1	Number of technical staff (Architects and Engineers) in main office (on pay roll): Up to 10 =4, More than 10 and up to 15 = 6, more than 15 and up to 30=8, More than 30= 10 More than 40 = 15	15
2	Experience of the firm, up to 10 yrs =3 more than 10 yrs and up to 15 yrs=5, more than 15 yrs and up to 20 yrs=8, more than 20 yrs=10	10
3	Maximum value (Project Cost) of any single project handled, up to Rs 75 crores=7, More than 75 crores and up to 100 Crores =8, More than 100 crores=10 in the last 7 years as on 30.06.2021	10
4	Experience with PSU/ Public Sector Bank/Public limited (Listed) Company/Govt. One Project of at least 100% of the proposed project cost = 15, One Projects of at least 80% of the proposed project cost = 12, Two or more Projects of at least 60% of the proposed project cost =10, Three or more Project of at least 40% of the proposed project cost =5 and completed in the last 7 years as on 30.06.2021	15
5	Having Local Office at Mumbai. Full Fledged Office =5, Branch Office =3, No. Office =0	5
6	Performance Certificate from Existing Clients a. Excellent = 10 b. Good= 08 c. Satisfactory = 06	10
7.	Certification level in green / energy saving building in LEED/ GRIHA rating system in any building (having project cost of Rs. 75 Cr or above) completed in the last 5 years as on 30.06.2021: a. Green certified 05 or more projects = 10 b. Green certified 04 or more projects = 08 c. Green certified 03 or more projects = 06 d. Green certified 02 or more projects = 04	10
TOTAL		75

(B) BRIEF TECHNICAL PARAMETER FOR EVALUATION OF DESIGN PRESENTATION MADE BY PPA CUM PMC(TOTAL MARKS 50 NOS)

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.	10
2	<u>Statutory Approvals</u> Capability / experience in obtaining statutory approvals / Liaisoning with local Government authorities and estimated time limit specified for the same	5
3	Experience undertaking similar projects with PSUs / Banks and handling CVC matters	5
4	Cost effective Site Utilization & Economical design along with Estimated Cost /Per Sqm cost	5
5	Compatibility of Site Orientation of the project considering Sun path and other such parameters governing the design concept. Massing (Compactness), Circulation (integration), Landscape blending with Existing profile of the proposed project.	5
6	Incorporation of Environmentally Friendly, Energy Saving and sustainability considerations in planning and design considering the use of eco-friendly materials, locally available materials and maximisation of retention of existing trees at site with IGBC Credentials.	5
7	Design Innovation Modern / Contemporary, State of the Art Cost Effective Architectural features used in the existing project.	5
8	Knowledge of Building Bylaws, National Building Code and Statutory Requirements of respective local bodies/Municipalities, etc.	5
9	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members	5
	TOTAL	50

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

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

Marks in the price bid will be evaluated as under:

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

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

Financial bid quotes of four Architects are as follows

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

The marks will be as under

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

Signature, Name and Seal of PPA cum PMC
with Date and Place

Please pay attention: -

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

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

FIRM - PROFILE

SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR SERVICES FOR CONSTRUCTION OF RESIDENTIAL FLATS AT D.N. NAGAR, ANDHERI (WEST), MUMBAI FOR STATE BANK OF INDIA'S OFFICERS.

1	Name of the Firm	
2	Address	
3	Telephone No. with STD code & Mobile Number	
4	Fax No with STD code	
5	Primary e-mail address	
6	Alternate e-mail address	
7	Constitution of the Firm (Proprietorship Firm/ Partnership Firm/ Private Limited Company/ Public Limited Company)	
8	Date of Establishment	
9	Name of document of evidence of establishment like certificate of incorporation and its number (if any) and date of issue	
10	Annexure number of documents mentioned in col (9)	
11	Please mention ACF (Architectural Consultancy Firm) work done before 30-06-2021	
12	Annexure number of documents in evidence of information submitted in col (11)	
13	Name of proprietor / Partners / Directors	

14	Registration Number(s) with "Council of Architecture"			
15	Annexure number of copies of registration certificate mentioned in col (14)			
16	Goods & Service Tax registration number			
17	Annexure number of GST registration certificate			
18	Service Tax/ GST paid during last 3 years (amount in lacs)	Year ended on	Tax paid	
		31.03.2019		
		31.03.2020		
		31.03.2021		
19	Annexure number of certificates issued by chartered accountant for supporting information mentioned in col (18) or any other evidence in that regard			
20	Turnover of the firm during last 3 years (amount in lacs)	Year ended on	Turnover	
		31.03.2019		
		31.03.2020		
		31.03.2021		
21	Annexure number of certificates issued by chartered accountant for supporting information mentioned in col (20) and audited P&L statement in that regard			
22	Number of Architects/ Engineers who are promoters or permanent employee of the firm (These numbers should tally with details being given in Format VII and VIII)	Architects	Engineers	Total
23	Annexure number of lists of office equipment owned by the firm			
24	If firm is not having office in Mumbai then indicate the time by which it is likely to open an office thereat			
25	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	
26	Name and designation of executive of the firm to whom Bank can contact for seeking information	
27	Mobile number of above contact person	
28	Annexure number of latest income tax clearance certificate	

Signature of the PPA cum PMC with Seal

Date:

Place:

BIO-DATA OF THE PARTNERS / DIRECTORS

SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR SERVICES FOR CONSTRUCTION OF RESIDENTIAL FLATS AT D.N. NAGAR, ANDHERI (WEST), MUMBAI FOR STATE BANK OF INDIA'S OFFICERS.

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:

BIO-DATA OF TECHNICAL STAFF (ARCHITECTS/ ENGINEER)

SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR SERVICES FOR CONSTRUCTION OF RESIDENTIAL FLATS AT D.N. NAGAR, ANDHERI (WEST), MUMBAI FOR STATE BANK OF INDIA'S OFFICERS.

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:

DETAIL OF MAJOR BUILDING CONSTRUCTION
completed during the last 7 years (as on 30.06.2021)

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

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

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

Note:

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

Signature of the PPA cum PMC with Seal

Date:

Place:

LIST OF PENDING ARBITRATION/LITIGATION/SUITS WITH PREVIOUS CLIENTS

SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR SERVICES FOR CONSTRUCTION OF RESIDENTIAL FLATS AT D.N. NAGAR, ANDHERI (WEST), MUMBAI FOR STATE BANK OF INDIA'S OFFICERS.

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

Signature of the PPA cum PMC with Seal

Date:

Place:

(TO BE SUBMITTED IN SEPRATE SEALED ENVELOPE-B)
PRICE BID

PROFORMA FOR SUBMISSION OF THE PRICE BID

EXPRESSION OF INTEREST (EOI) FOR DESIGN COMPETITION FOR SELECTION AND ENGAGEMENT OF PRINCIPAL PROJECT ARCHITECT CUM PMC FOR CONSTRUCTION OF RESIDENTIAL FLATS AT D.N. NAGAR, ANDHERI (WEST), MUMBAI.

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 PPA cum PMC specified by SBI in their technical bid as well from their standard agreement for the captioned purpose and we will abide by the same in case our proposal is accepted.

Accordingly, we now quote a total professional fee at

Fee in figures: (Percentage to the project cost)

Fee in words:
plus, GST as applicable.

(Upper cap maximum fee is 1.5 % of the actual project cost)

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.

We, further agree that in case we fail to deliver satisfactory services, State Bank of India will be at liberty to discontinue our services as PPA cum PMC for the project within their sole discretion and no fee shall be claimed by us for the project.

We agree that the income tax (i.e. TDS) as payable to statutory authorities may be deducted from the above quoted fees. I/We fully understand that SBI is not bound to accept the lowest or any offer.

Signature, name and designation of the Authorized signatory

Date:

Place:

PRE-CONTRACT INTEGRITY PACT

(TO BE STAMPED AS AN AGREEMENT)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2021, between, on the one hand,

The State Bank of India (a body corporate incorporated under the State Bank of India Act, 1955) having its Corporate Center at State Bank Bhavan, Nariman Point, Mumbai through its.....Department / Office at (hereinafter called the "SBI", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s represented by Shri MD & Chief Executive Officer (hereinafter called the "PPA CUM PMC 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 PPA cum PMC for Construction of Residential Building at D.N. Nagar, Andheri (W), Mumbai. and the PPA cum PMC is willing to offer/has offered the services and WHEREAS the PPA cum PMC is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the SBI is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India. NOW, THEREFORE,

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

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

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

1. Commitments of the SBI

- 1.1. The SBI undertakes that no official of the SBI, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the PPA cum PMC, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

- 1.2. The SBI will, during the pre-contract stage, treat all PPA cum PMCs alike, and will provide to all PPA cum PMCs the same information and will not provide any such information to any particular PPA cum PMC which could afford an advantage to that particular PPA cum PMC in comparison to other PPA cum PMCs.
- 1.3. All the officials of the SBI will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4. In case any such preceding misconduct on the part of such official(s) is reported by the PPA cum PMC to the SBI with full and verifiable facts and the same is prima facie found to be correct by the SBI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SBI and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SBI the proceedings under the contract would not be stalled.

2. Commitments of PPA cum PMC.

- 2.1. The PPA cum PMC commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 2.2. The PPA cum PMC will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.3. The PPA cum PMC further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with State Bank of India.
 - 2.4. Wherever applicable, the PPA cum PMC shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian PPA cum PMCs shall disclose their foreign principals or associates, if any.
 - 2.5. The PPA cum PMC confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with the is Bid/contract.

- 2.6. The PPA cum PMC further confirms and declares to the SBI that the PPA cum PMC is the original SIs in respect of Equipment / product / service covered in the Bid documents and the PPA cum PMC has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the SBI or any of its functionaries, whether officially or unofficially to the award of the contract to the PPA cum PMC, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7. The PPA cum PMC, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SBI or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8. The PPA cum PMC will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9. The PPA cum PMC will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10. The PPA cum PMC shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the SBI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The PPA cum PMC also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11. The PPA cum PMC commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12. The PPA cum PMC shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13. If the PPA cum PMC or any employee of the PPA cum PMC or any person acting on behalf of the PPA cum PMC, either directly or indirectly, is a relative of any of the officers of the SBI, or alternatively, if any relative of an officer of the SBI has financial interest/stake in the PPA cum PMC's firm, the same shall be disclosed by the PPA cum PMC at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14. The PPA cum PMC shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SBI.

3. Previous Transgression

- 3.1. The PPA cum PMC declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any

country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify PPA cum PMC's exclusion from the tender process.

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

4. **Sanctions for Violations**

- 4.1. Any breach of the aforesaid provisions by the PPA cum PMC or any one employed by it or acting on its behalf (whether with or without the knowledge of the PPA cum PMC) shall entitle the SBI to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the PPA cum PMC. However, the proceedings with the other PPA cum PMC would continue, unless the SBI desires to drop the entire process.
 - ii. To immediately cancel the contract, if already signed, without giving any compensation to the PPA cum PMC.
 - iii. To recover all sums already paid by the SBI, and in case of an Indian PPA cum PMC with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a PPA cum PMC from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the PPA cum PMC from the SBI in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
 - iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the PPA CUM PMC, in order to recover the payments, already made by the SBI, along with interest.
 - v. To cancel all or any other Contracts with the PPA cum PMC. The PPA cum PMC shall be liable to pay compensation for any loss or damage to the SBI resulting from such cancellation/rescission and the SBI shall be entitled to deduct the amount so payable from the money(s) due to the PPA cum PMC.
 - vi. To debar the PPA cum PMC from participating in future bidding processes of the SBI or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the SBI. To recover all sums paid, in violation of this Pact, by PPA cum PMC to any middleman or agent or broker with a view to securing the contract. Forfeiture of Performance Bond in case of a decision by the SBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - vii. Intimate to the CVC, IBA, RBI, as the SBI deemed fit the details of such events for appropriate action by such authorities.

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

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

5. Fall Clause

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

6. Independent External Monitors

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

Ms Minnie Mathew, IAS (Retd.) 20, Suryanagar, Karkhana Secundrabad-500009 Email: minniemathew635@gmail.com	Dr. Parvez Hayat, IPS (Retd.), B-4/69-A, Safdarjung Enclave, New Delhi- 110029 Email: phayatips@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 PPA cum PMC(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the SBI including that provided by the PPA cum PMC. The PPA cum PMC will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub -contractors.

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

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

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the SBI or its agencies shall be entitled to examine all the documents including the Books of Accounts of the 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 seat of the Architects.

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 Architect is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful PPA cum PMC by the SBI.
- 10.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at _____ on _____

For SBI

FOR PPA cum PMC

Name of the Officer

Chief Executive Officer

Designation

Office/Department/Branch

LETTER OF UNDERTAKING

Dy. General Manager (Premises)

Premises department, 9th floor,
State Bank of India, Corporate Office,
State Bank Bhavan,
Nariman Point, Mumbai – 21.

**SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT
CONSULTANT FOR SERVICES FOR CONSTRUCTION OF RESIDENTIAL FLATS AT D.N.
NAGAR, ANDHERI (WEST), MUMBAI FOR STATE BANK OF INDIA'S OFFICERS.**

Dear Sir,

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

We have examined and clearly understood the scope of professional services to be rendered by us in respect of project of Construction of Residential Building at D.N. Nagar, Andheri (West), Mumbai. 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 Residential Building at D.N. Nagar, Andheri (West), Mumbai by engaging design builder for designing and execution of the project.
2. We are equipped with adequate technical expertise and Manpower to plan, design and supervise various activities pertaining to Civil, Plumbing, Electrical, Mechanical, HVAC, Firefighting, Access Control System, Security, BMS and all other services pertaining to the project.
3. We shall be fully responsible to support the L-1 contractor/Design Builder to carryout necessary liaising at all levels with the respective Govt Departments/ local authorities to procure various mandatory municipal and other local authorities permissions applicable for the project including ensuring its revalidation from time to time at our own cost (Excluding any legal charges payable to the respective authority against the Written demand for issuance/revalidation of such permissions) for the project for commencement, execution and completion of all activities and services of the project from scratch to Completion and procuring necessary Certificate/Occupancy Certificates from the local Authorities within the specified time.
4. We, further undertake that it will be our sole responsibility to support and assist to L-1 contractor/design builder for submission of required design documents/drawings/papers to the competent authorities and carrying necessary liaison with them to procure all such permission within a reasonable time.

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

19. We certify that we have not made any changes in the contents of the EOI document read with its amendments/clarifications provided by the SBI submitted by us in our Bid document.
20. It is further certified that the contents of our Bid are factually correct. We also undertake that in the event of any information / data / particulars proving to be incorrect at any stage, the SBI will have the right to terminate our services at any stage of the project without notice.
21. We also understand that SBI reserve their rights to Shortlist any number of Architectural Architect 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 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).

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

Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm Authorized to sign

Or

(Name of person having Power of Attorney to sign the Contract.

(Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of PPA cum PMC

Signature and addresses of Witnesses

i)

ii)

