

NIT NO: AMR /2024-25/03/01
15.02.2025



Premises & Estate Department,
LHO Amaravati - 500 001
Phone No. 040-2338 7503/297/365,
e-mail: agmpe.lhoand@sbi.co.in

INVITES APPLICATIONS
FOR
PRE-QUALIFICATION & SELECTION
OF
PRINCIPAL ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT
FOR
PROPOSED CONSTRUCTION OF SBI OFFICERS' RESIDENTIAL QUARTERS AT
MASULIPATNAM, ANDHRA PRADESH

Application Submitted by:

M/s.....

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GST:

Mobile:.....

Email ID:.....

Seal and signature of the bidder

TENDER FOR PRE-QUALIFICATION AND SELECTION OF PRINCIPAL ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF SBI OFFICERS' RESIDENTIAL QUARTERS AT MASULIPATNAM, ANDHRA PRADESH

NIT No.: AMR/2024-25/03/01

State Bank of India invites applications in a two envelopes system (technical and price bid) for the prequalification of PRE-QUALIFICATION AND SELECTION OF PRINCIPAL ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR THE PROPOSED CONSTRUCTION OF OFFICERS' RESIDENTIAL QUARTERS AT MASULIPATNAM, ANDHRA PRADESH. This will be energy efficient / green, smart building with modern amenities and excellent external façade.

The prequalification criteria, scope of the services to be offered, terms and conditions of appointment and the detailed Performa etc. for submission of the application form and price bid for the purpose can be downloaded from our website <https://sbi.co.in/web/sbi-in-the-news/procurement-news>

The last date & time for submission of completed application form in the prescribed format at this office will be **07.03.2025**.

-Sd/-

Assistant General Manager (Premises & Estate)
LHO Amaravati

Date: 15.02.2025
Place: Hyderabad

TECHNICAL BID (ENVELOPE – I)

The Assistant General Manager (P&E), State Bank of India, Premises and Estate Department, LHO Amaravati, Hyderabad - 500 001 invites application from reputed and experienced Architectural Firms/Individuals meeting the desired eligibility criteria for pre-qualification and selection of Principal Architect Cum Project Management Consultant for the proposed construction of Officers' Residential Quarters at Masulipatnam, Andhra Pradesh.

SN	Particulars	Details
1.	Name / Nature of the work	TENDER FOR PRE-QUALIFICATION AND SELECTION OF PRINCIPAL ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF SBI OFFICERS' RESIDENTIAL QUARTERS AT MASULIPATNAM, ANDHRA PRADESH
2.	Availability of Pre-Qualification Application/ Tender documents	Available on Bank's website https://sbi.co.in/web/sbi-in-the-news/procurement-news from 15.02.2025 to 07.03.2025
3.	Address for submission of Application for prequalification	Assistant General Manager (P&E), Premises & Estate department, State Bank of India, Local Head Office, 2 nd Floor, Gun Foundry Building, Abids, Hyderabad – 500 001 Phone No. 040-23387 503/297/365 e-mail: agmpe.lhoand@sbi.co.in
4.	Tender documents	Envelope – 01: Technical bid (Encl: Duly filled signed & stamped entire tender document, Annexure (A to J), Supporting documents) Envelope – 02: Price Bid (Encl: Duly filled, signed & stamped Annexure-K) Both the envelopes to be sealed in bigger envelope superscribing <u>“for pre-qualification and selection of Principal Architect Cum Project Management Consultant for the proposed Construction of Officers' Residential Quarters at Masulipatnam, Andhra Pradesh.”</u>
5.	Last date & time for submission of Application for prequalification along with Technical Bid and price bid (in sealed cover).	07.03.2025 by 15:00 Hrs At address mentioned above through Speed post /drop it in the tender box directly. <i>SBI shall not be responsible for any postal delays or any other kind of delays/mishap in receiving the application.</i>
6.	Date and Time of Pre-bid meeting.	27.02.2025 @ 15:30 Hrs
7.	Date and Time of opening of Technical Bids.	07.03.2025 @ 15:30 Hrs

8.	Opening of price bids.	Date & time will be informed only to prequalified Architects in due course of time.
9.	For clarifications if any	Phone No. 040-23387 503/297/365 e-mail: agmpe.lhoand@sbi.co.in ;

10. In case the date of opening of applications / tenders is declared as holiday, the tenders will be opened on next working day at the same time.
11. Conditional applications are liable for disqualification.
12. The SBI reserve its rights to accept or reject any or all the applications, either in whole or in part without assigning any reason(s) there for and no correspondence shall be entertained in this regard.
13. The shortlisted Architects will be invited for Design Competition and the date shall be intimated by SBI after the scrutiny of Technical Bids and short listing of eligible architects.
14. Clarifications, if any, shall be mailed to the aforesaid email ids before **27.02.2025**, to enable the Bank to reply to the bidders or publish corrigendum in Bank's web site if required well in time.
15. Interested Architects fulfilling prescribed eligibility criteria are hereby invited and requested to ensure submission of their applications in the prescribed format with supporting documents to the under mentioned address on or before 15:00 hrs on **07.03.2025**:

**Assistant General Manager,
Premises & Estate department,
State Bank of India, Local Head Office,
2nd Floor, Gun Foundry Building,
Abids, Hyderabad – 500 001.**

16. Applicants are advised to submit the complete set of documents (Technical bid) in properly spiral bound form. *The applications in loose sheets shall be avoided for easy handling.*
17. The certified/self-attested copies of the supporting documents shall be furnished along with the technical bid.
18. All Annexure shall be duly signed by the authorized representative of Bidder/Architect with stamp on each page.
19. Bid should be submitted strictly as per the formats prescribed in the Annexure to this Notice and bids submitted in any other format shall not be considered as valid.
20. 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.

-Sd/-

Assistant General Manager (Premises & Estate)
LHO Amaravati

Seal and signature of the bidder

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PRE-QUALIFICATION AND SELECTION OF PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF OFFICERS' RESIDENTIAL QUARTERS FOR AT MASULIPATNAM, ANDHRA PRADESH

(On applicant's letter head)

To

Assistant General Manager (P&E),
Premises & Estate department,
State Bank of India, Local Head Office,
2nd Floor, Gunfoundry Building,
Abids, Hyderabad – 500 001.

Dear Sir,

1. I/We have examined the scope of works and other details as mentioned in the tender document.
2. I/We have acquired the requisite information about site conditions, local bye-laws, Statutory requirements etc. affecting the scope of works & bidding.
3. I/We hereby offer to execute and complete the works in strict accordance with the quotation at a fee mentioned in Price Bid in all respects as per the Scope of Works described in the tender documents.
4. I/We agree to pay all Government (Central and state) Taxes such as sales tax, works contract tax, excise duty, octroi, GST etc. and other taxes prevailing, as applicable from time to time related to the captioned works.
5. The amount/fee quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever.
6. If this quotation is accepted, I/We hereby agree to abide by and fulfill all the terms and conditions and provisions of the said contract document annexed hereto.
7. The details / information provided is true to best of our knowledge.
8. I/we understand that, in case of any false information / discrepancies found in our submission later at any stage, our application/appointment shall be terminated without any financial remuneration/compensation.

Yours faithfully

Name of the person authorized to
Sign and submit the tender

Place:

Date:

(Documentary proof in respect of Letter of Authority / Power of Attorney to be enclosed along with The Tender).

Seal and signature of the bidder

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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 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 Principle Project Architect (PPA) cum Project Management Consultant (PMC) (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 the eligible Bidders / Architects with information to assist preparation of their Bid proposals. This document does not claim to contain all the information each Bidders / Architects may require. Each Bidders / Architects should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this document and wherever necessary obtain independent advices / clarifications. SBI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document.
- 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.
- 1.8. Value of the works/projects mentioned in this application is excluding GST.

2. GENERAL INSTRUCTIONS:

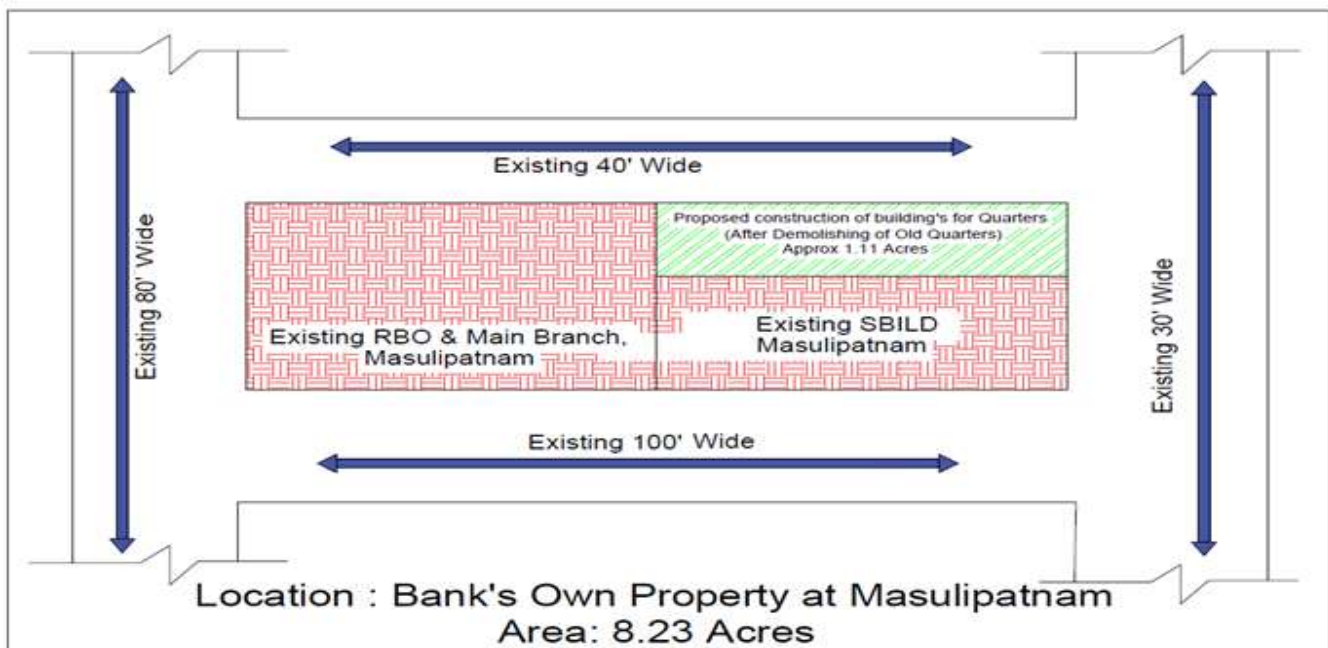
2.1. Scope of work:

- To render **Architectural cum PMC Services** for the **proposed construction of Officers' Residential Quarters at Masulipatnam, Andhra Pradesh.**
- Out of the total plot area of approx. 8.23 Acres, in an area of approx. 1.1 Acres, after demolishing the existing 7 individual Quarters behind the Canteen building, Bank intends to construct the following i.e., Requirements are briefly given as under: -
 - 16 Nos of 3 BHK flats for Scale IV & V Officers, each flat having 1300 Sq. Ft. Carpet area (Approximately 1625 Sq. Ft. Built up area). Accommodation required - 1 Living cum dining room, 3 Bed Rooms (Minimum 2 Bed Room with attached bath cum toilet), 1 Kitchen cum store/utility area, 1 Bathroom cum toilet.
 - &
 - One multipurpose/ community hall, Gym etc. with approx. carpet Area of 5200 Sq. Ft.
 - 30 Nos of 3 BHK flats for Scale I, II & III Officers, each flat having 1100 Sq. Ft. Carpet area (Approximately 1375 Sq. Ft. Built up area). Accommodation required - 1 Living cum dining room, Minimum 2 Bed Room with attached bath cum toilet, 1 Kitchen cum store/utility area, 1 Bathroom cum toilet.
 - Car parking and sufficient 2-Wheeler parking as per statutory requirement.
 - Entrance lobby in ground floor, staircase and lifts.
 - Service areas.
 - Recreational areas.
 - Landscaped garden.
 - Design compliant to the existing contours of the site.
- SBI intends to commence and complete the works in all respects viz. ready for occupation within a maximum time span of **19 months** from the date of commencement of the work by the Civil contractor and **25 months** from the date of allotment of work to PPA cum PMC.
- 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 Corporations, Town & Country Planning Department and any other State / Central Government / Statutory authorities etc. as applicable within the specified approved time frame.
- 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.
- Detailed scope of services to be rendered is furnished in relevant part of this document.

2.2. Site location:

State Bank Institute of Learning and Development, Masulipatnam, Machavaram, Near Lakshmi Talkies, Machilipatnam, Andhra Pradesh – 521002.

2.3. Plot layout:



2.4. PQ documents:

The work has to be carried out strictly in accordance with the conditions stipulated in the application consisting of the following documents and with best professionalism.

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

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

2.5. The tender documents are not transferable.

2.6. Site Visit:

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

2.7. Signing of contract Documents:

The selected Architect shall be bound to enter into an agreement in the prescribed format, within

15 days from the date of receipt of intimation of acceptance of their proposal by the SBI. However, even if no such formal agreement is signed, the written acceptance of the offer from the SBI will constitute a binding agreement between the Bank and successful Bidder/Architect (Annex-J)

2.8. Instructions on filling information in the application.

While filling the information, please ensure the following:

- a) Information furnished should be crisp, to the point and precise.
- b) Please do not keep any field blank. In case nothing has to be filled in a particular field then please write 'Not Applicable' there.
- c) Supporting documentary evidence is required 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 to these documents at the end of the Proposal and bind it properly. Please mention correct Annexure Number at relevant pages of the Proposal. Any claim/submission without supporting documents will be considered as 'NIL' during evaluation.
- d) **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 ACF/architects.**
- e) The authorized signatory of the Bidder has to sign all pages of the Bid documents and should also affix the seal of the Bidder.

(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).

3. **GENERAL CONDITIONS OF CONTRACT**

3.1. **Definitions: -**

"Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India and the selected 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.

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

'SBI' shall mean State Bank of India, having its Local Head Office, Amaravati Circle, Gunfoundry Building, Abids, Hyderabad – 500 001.

'The Architect' shall mean the individual or firm or company selected and engaged by SBI for undertaking the project as Project Architect cum Project Management Consultant 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.

- 3.2. The Architect must be equipped with adequate expertise and experience in undertaking Planning, designing & implementing/execution of Construction of multi-storied building involving Civil, Landscaping work, Electrical (HT/LT), Plumbing, Lifts/Elevators, DG sets, UPS system, IBMS (CCTV, Public Address System, Fire & Safety Systems and integrating it with Building Management System) and all essential and ancillary works/services with Green Building features.
- 3.3. "Week" means seven consecutive days.
- 3.4. "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

4. Brief Scope of services to be rendered by the Architect in connection with and in regard to the proposed project:

The role and responsibilities of the selected PPA cum PMC will broadly include the Duties /scope of work as follows: -

- i. Prepare and submit sketch plans as per Bank's requirement incorporating measures suggested in IGBC Green building norms including preparation of alternatives and carrying out necessary revisions till the sketch plans are finally approved by the Bank in accordance with the local governing codes/standards, regulations etc. making approximate cost based on unit cost and submit along with a detailed project report on the scheme and a proper PERT/Bar chart incorporating all the activities such as preparation of working drawings, structural drawings, detailed drawings, tender documents, invitation of tenders and award of works, execution of works, obtention of services including occupation certificates etc. required for the completion of the project. The proposal should also include various stages of services to be rendered by the consultants in co-ordination with the Bank.
- ii. Providing professional services for designing of Residential building as per latest Building standards.
- iii. 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.

- iv. 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).
- v. 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., 25 months from date of award of the work to PPA cum PMC.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.

- x. Preparation of 2/3 alternatives for 3D view / elevation / its 3D presentation of Visual Walk Through for its approval by SBI.
- xi. 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.
- xii. Preparation of detailed estimates, draft tenders and advising panel of contractor to SBI.
- xiii. 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.
- xiv. 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.
- xv. Assisting the Bank in selection of suitable soil consultant for site exploration, conducting field & laboratory soil testing as per standard requirements.
- xvi. 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.
- xvii. 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.
- xviii. Preparing tender notices for issuance by the Bank and inviting tenders from pre-qualified contractors on behalf of the Bank and submitting assessment reports thereon, together with recommendations specifying abnormally high and low rated items. Preparing contract documents for all trades and getting them executed by the concerned contractors.
- xix. 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.
- xx. 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.
- xxi. 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 Seal and signature of the bidder

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.

- xxii. 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.
- xxiii. 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.
- xxiv. 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.
- xxv. 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.
- xxvi. Submitting a detailed account of steel, cement and any other material that the Bank may specify and certifying the quantities utilized bill wise in the works.
- xxvii. Taking timely action for revalidation of sanction for construction from local authorities.
- xxviii. Obtaining final building completion and / or occupation certificate and securing permission of municipality and such other authority.
- xxix. 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.

- xxx. 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.
- xxxi. 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.
- xxxii. 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.
- xxxiii. Appearing on behalf of the Bank before the Municipal Assessor or such other authorities in connection with the settlement of the ratable value/ property tax of the building and rendering advice in the matter to the Bank.
- xxxiv. Assisting the Bank in all arbitration proceedings, if any, between the contractors and the Bank and also defend the Bank in such proceedings.
- xxxv. 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.
- xxxvi. The PPA cum PMC shall act as faithful advisor and shall at all time support and safeguard legitimate interests of the SBI.
- xxxvii. The PPA cum PMC shall not accept any commission, discount etc. in connection with the activities to benefit himself.
- xxxviii. All the activities mentioned in the scope of work shall be carried out in consultation with and approval of SBI team.
- xxxix. 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).
- xl. 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.
- xli. Preparing the combined plan of plot if the site condition warrants Surveying the extant land and verifying measurements if the cost of the land is less than amount sanctioned.
- xlii. Rendering any other services connected with works usually and normally rendered by the Architect but not referred to herein above.

5. **Eligibility /Pre-Qualification criteria:**

- i. The firm/Architect should have proven track record and should have **Minimum 7 years' experience as a consultant/Architect as on 31.01.2025 (should be supported with Work order copy)**. The experience 'in Toto' should include all consultancy services for buildings such as architectural, structural design & engineering and all internal and external services including electrical (HT/LT), AC, plumbing, water supply, soil and storm water drainage, lifts/elevators, DG set, UPS, CCTV, building management system, landscaping work, public address system, firefighting / horticulture, EPABX / Networking, gymnasium, parking, rainwater harvesting, sewage treatment plant, recycling of wastewater, green building etc., and also as Project Management Consultancy (PMC).
- ii. The consultant should have planned, designed & supervised all types of consultancy services as in (i) above in single building project, from inception to completion of the project.
- iii. The Bidders/Architects should have rendered satisfactory professional services in planning, designing & supervision of similar construction projects, from inception to completion stage for:

One similar completed work costing not less than Rs. 25.4 Cr.

Or

Two similar completed works costing not less than Rs. 15.87 Cr.

Or

Three similar completed works costing not less than Rs. 12.7 Cr.

during **last 7 years ending on 31.01.2025**. These building projects should be residential/ commercial/ institutional building projects and the value of work mentioned is **excluding GST**.

“Similar Work” under this clause means Planning, Designing and Supervision of Construction of residential/ commercial/ institutional Building including Civil, Plumbing, Sanitary, Interior & Furnishing, Fire Fighting, Air conditioning, Electrical and Solar Installation work for Central Govt. Dept./ State Govt. Dept./ Semi Govt. Dept. / PSU/ Public Sector Banks during last 7 years as on 31.01.2025”. (Value of similar works is excluding the cost of interior renovation works and GST).

- iv. 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”.
- v. The average annual turnover of the applicant by way of professional Fee for the **last 3 financial years ending on 31.03.2024** shall not be less than **Rs. 28.57 lakhs (excl GST)**.

Copies of the audited Annual Balance sheet for the last three financial years ending on **31.03.2024** shall be submitted in support of claims.

- vi. The Bidder should preferably have a full-fledged office or ready to establish an office in Andhra Pradesh / Hyderabad and should have adequate number of qualified Architects, Engineers and other personnel on the payroll / establishment of the company and should also have tie up arrangements with reputed registered and licensed services, Structural, Electrical & Air-conditioning consultants etc.
- vii. The Architects satisfying the prescribed eligibility criteria shall only become eligible to participate in further process i.e., 'prequalified'. Clear supporting evidence like photographs, work completion certificates, documents etc. should be submitted with the bid.
- viii. Applicants need to be Members of the Indian Institute of Architects / Institution of Engineers (India) / COA or any other professionally recognized institutes.
- ix. The Partner / Associates / Permanent Employees of the consultant should have a valid registration and license as an Architect and Structural Engineer etc. from statutory authorities viz. Council of Architects etc. and respective Municipal Authorities etc. as required for such type of high-rise buildings.
- x. The Architects should either have their full-fledged local / Branch Office in Andhra Pradesh / Hyderabad (documentary evidence to be submitted) or prepared to setup an adequate office setup with in-house capability and infrastructure / expertise to Manage such high magnitude specialized projects in Andhra Pradesh / Hyderabad within 03 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 applicant to this effect along with their application . as laid down in the enclosed Annexure.
- xi. Interested prospective Bidders who satisfy the above-mentioned prequalification criteria may submit their duly filled in application in a prescribed format in a **two-cover system viz. Envelope: 01- Technical Bid and Envelope: 02- Price bid**, along with other details, supporting documents/evidences etc. as laid down in the enclosed Annexure.
- xii. The application shall also accompany the copy of the enclosed draft agreement duly signed in all pages as token of acceptance. Both the above sealed covers one named as 'Technical Bid' and the other as 'Price Bid' should be placed in a third sealed cover super scribed with the legend "Proposed Construction of Officers' Residential Quarters at Masulipatnam, Andhra Pradesh." The last date for submission of completed application form in the prescribed format to Assistant General Manager (P&E), Premises & Estate Department, State Bank of India, LHO Amaravati, Gunfoundry Building, Abids, 'Hyderabad – 500 001 on or before **15:00 hrs on 07.03.2025.**

6. Method of prequalification:

6.1. **Selection & Appointment of Architectural Firm comprises of two stages viz:**

I). Prequalification stage and II). Techno-commercial evaluation stage.

I). Prequalification Stage:

i. Applications received from architect/firm will be evaluated based on the above minimum eligibility criteria/prequalification criteria, documents submitted in support of eligibility criteria specified hereinbefore, physical verification of the projects claimed to have completed and seeking confidential report from the previous clients.

ii. Applicants who are found to be meeting all the eligibility criteria after due verification and scrutiny are therefore become 'PREQUALIFIED'.

II). Techno-commercial evaluation stage:

In this stage, 'prequalified' Architects/Architectural Firms will be advised through e-mail & letter to participate in design competition in tune with the requirement of the Bank and services that are to be rendered by the architects (which is called technical evaluation / bid carrying 70 marks).

Instructions for Design Competition (only for pre-qualified Architects):

- a) Prequalified Architects/firms shall prepare & submit their plans/ Approach paper/ conceptual drawings/ Models/ design in conformity with architectural/ development control and local building byelaws, GRIHA or equivalent Green building norms, project report along with 3D views and preliminary estimated cost (based on CPWD PAR) within the stipulated date/time as per Bank's requirements.
- b) On scrutiny of the above, Architects will be invited to Bank's venue for making a presentation before Committee constituted by SBI with all the above documents.
- c) Architects/Architectural firms prequalified 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).
- d) Max. 02 persons only be allowed per Architect/firm and will be given about 25 to 30 minutes time for making presentation. After presentation the committee members will interact with the Architects to understand presentation.
- e) Exact date, time and venue for design presentation shall be intimated to prequalified Architects/ Architectural Firms along with brief scope of building requirements.
- f) The decision of SBI in short listing of Architects for Design competition & finalizing architect/ consultant/ ACF as a project architect shall be final and binding and no correspondence shall be entertained in this regard.
- g) To participate in design competition, the Bidders will have to attend the event with their own gadgets/paraphernalia required for presentation & on their own expenses. However, the Bank will make lump sum total payment **of Rs. 35,000/- (Rupees Thirty-five Thousand Only inclusive of all taxes/levies)** as token of appreciation/incentive to those Architects who are invited and participated in the design competition except the selected Architect/ACF. Bank reserves right to adopt any part of design feature from any of the presentations for the captioned project.
- h) Design and presentation given by the architects shall be evaluated and assessed by the Selection Committee including two external members to note their design on the basis of adherence to the brief, functional adequacy, efficiency of planning, aesthetics, constructability, Green and Energy efficient buildings and economy. The parameters for techno – commercial evaluation is as under: -

Technical Parameters for presentation of Proposal/ Scheme/ Design.

S. No.	Broad criteria/Technical Parameters for selection	Max. marks	Marks obtained
1.	<u>Design concept</u> Idea, Architectural features, in terms of design, building features, elevation with all modern amenities etc. in conformity with ideas of IGBC (15) Preliminary layout plan, typical layout plan & effective space utilization (10) Relevant elevation, sections & views (10) Materials proposed in terms of colour scheme (Effectiveness in terms of eco-friendly material and suitability in terms of Commercial project) in conformity with BIS, NBC, ECBC, local bye-laws (CMDA/GCC/DTCP) etc. (5)	40	
2.	Preparation of 3-D views/ Walk through videos, Artistic impressions/ studio realistic design	10	
3.	Cost effectiveness of the proposed design	10	
4.	<u>Statutory Approvals</u> Capability/experience in obtaining statutory approvals/ liaisoning with statutory authorities, local Government authorities and estimated time limit specified for the same.	05	
5.	<u>PMC Services</u> Capability/experience in Project management services in handling large projects, Proposed time estimate, Bar-chart for completion of the project. (10) Road map for monitoring and controlling the project in quality, cost & time, etc. and in house capability for preparation of detailed architectural structural and services design / working drawings and subhead-wise/ item wise estimates/ draft tenders etc. (10)	20	
6.	Experience with PSUs /Banks and handling CVC matters	05	
7.	Reputation of Architect/Company	05	
8.	Clarity of overall presentation in terms of concept, experience, innovative ideas, etc.	05	
	Total	100	

- a) The final selection of Architect/ Consultant/ ACF will be made on the basis of techno-commercial evaluation by assigning weightages in the ratio of 70% to the presentation scheme (various technical parameters) made before the committee and 30% to the price bid (professional fee quoted in sealed cover).
- b) Both scores (technical & price bids) will be converted into percentile score and weighted combined score will be worked out to determine the highest scoring ACF/architect/firm to whom the project will be awarded after obtaining approval from the competent authority. The weightage given to the bids are as below:

Sr. No.	Bid	Weightage	Marks obtained
1.	Technical Bid	70%	X
2.	Price Bid	30%	Y
	Total	100%	X+Y

- The bidder who scores maximum marks (X+Y) put together for 'Technical Bid' & 'Price Bid' shall be considered for acceptance.
- The total marks scored by the Consultant out of 100 marks shall be further converted to 70% i.e., weightage of 'Technical Bid'. E.g., If 85 marks are scored out of 100 marks, the same will be converted to 70% for working out the marks scored by the Consultant out of 70 marks in 'Technical Bid' as follows:
- Weight age of Technical Bid (Marks scored out of 70) = $85/100 \times 70 = 59.50$ marks.
- Price bid marks of bidders = $30 \times \text{lowest offer} / \text{respective offer}$

ILLUSTRATION:

SN	Bidders	Technical Score		Fees quoted in %	Marks (Out of 30)	Total marks
		(Out of 100)	of (Out of 70)			
			(A)		(B)	(A + B)
1	Party-01	80	56	2.25%	23.33	79.33
2	Party-02	75	52.5	1.75%	30	82.5
3	Party-03	95	66.5	3.00%	17.5	84
4	Party-04	85	59.5	2.00%	26.25	85.75
5	Party-05	90	63	3.50%	<i>Rejected (fee quoted above the limit specified)</i>	

Result: From the above, Party-04 is the successful Architect.

FIRM- PROFILE

S No.	Particulars	
1	Name of the Firm	
2	Address	
3	Name, Telephone Nos. Email id. including Mobile of contact person	
4	Email Id.	
5	Constitution of the Firm	
6	Year of Establishment	
7	Name of Partners / Associates /Director	
8	Bio-data of Partners / Director /Associates, Details may be given in the enclosed format (Annexure – B)	
9a	Registration Number with Council of Architect / Indian Institute of Architects (Copy of valid registration to be enclosed)	
9b	Details of GST registration: (Copy of valid registration to be enclosed)	
9c	Amount of GST paid year-wise during last 3 financial years ending on 31 st March _____ (Enclose certified copies of documents as an evidence)	
9d	Yearly turnover of the organization during last 3 years (year wise) and furnish audited balance sheet and Profit & Loss A/c. (Audited) for the last 3 years. (Enclose certified copies of documents as an evidence)	2021-22: Rs..... 2022-23: Rs..... 2023-24: Rs..... average: Rs.....
10	Name and value of major Building: Construction works completed during the last 7 years ending on 30.11.2024. Details may be given in enclosed format (Annexure – C)	
11	Name & value of the major Building Construction work on hand. Details may be given in the enclosed format (Annexure-D)	
12	Name & value of other major works (other than building works) on hand. Details may be given in enclosed format (Annexure – E)	

13	Details of features of green building provided in the buildings	
14	Details of modern amenities provided in the building	
15	List of Technical Personnel employed	
16	List of other Personnel employed	
17	List of consultants engaged by the Firm:	
	(Address, telephone numbers and email ID etc. are to be furnished)	
18	List of office equipment owned by the company	
19	Banker's Name	
20	List of registration or empanelment with other Organizations:	
21	List of completion certificate etc. from the clients for completed / ongoing projects	
22	Certified copies of the letter of intent for award of the work from reputed private / multinational organizations/ PSUs etc.	
23	Particulars of participation in competitions and awards if any received	
24	If the firm is not having its office in AP/HYD, please indicate the time by which it is likely to open an office in AP/HYD with documentary evidence. <i>(Please provide a confirmation in your letter head that office will be opened in AP/HYD within 3 months of award of the project)</i>	

Note: Please enclose separate sheets for additional information, photographs and documents by clearly indicating flags for easy reference.

Signature of the Consultant with seal

Place:

Date:

Seal and signature of the bidder

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BIO-DATA OF THE PARTNERS/ ASSOCIATES

1. Name and email id:
2. Associates with the firm since:
3. Date of Birth/ Age:
4. Professional Qualifications:
5. Professional Experience:
6. Professional Affiliation:
7. Membership in:
8. Details of Published papers in Magazine:
9. Details of cost-effective methods/ designs adopted in the projects:
10. Exposure to new materials/ Techniques:
11. Details of Features of green buildings provided in the buildings:
12. Details of modern amenities provided in the buildings

Signature of the Consultant with seal

Place:

Date:

**LIST OF MAJOR BUILDING CONSTRUCTION WORK COMPLETED DURING LAST 07 YEARS
AS ON 31.01.2025.**

Sr.No	Name of the Client	Nature of work	Features of green building and modern amenities provided	Location of the building / municipal limits	Estimated value	Built up Area in Sqm.	Height of the building and no. of floors & Basement	Date of start	Period of completion	Actual date of completion	Final Value in INR (Excl. GST)	Reasons for the variation / delay if any

Signature of the Consultant with seal

Place:

Date:

Seal and signature of the bidder

LIST OF MAJOR BUILDING CONSTRUCTION WORK ON HAND AS ON 31.01.2025

Sr. No.	Name of the client	Nature of work	Features of green building and modern amenities provided	Location of the building / municipal limits	Estimated Value in INR Excl. GST)	Built up Area in Sqm.	Height of the building and no. of floors & Basement	Present position	Scheduled date of completion	Remarks

Signature of the Consultant with seal Date:

Place:

Seal and signature of the bidder

ANNEXURE - E

LIST OF OTHER WORKS (OF ANY VALUE OTHER THAN SPECIFIED ABOVE) ON HAND AS ON 31.01.2025.

Sr. No.	Name of the client	Name of the project	Estimated Value	Present position	Scheduled date completion	Remarks
1	2	3	4	5	6	7

Signature of the Consultant with seal

Place:

Date:

BIO-DATA OF TECHNICAL STAFF (ARCHITECTS / ENGINEER)

Use separate form for each Executive

1	Name	
2	Designation/position	
3	Associated with the firm since	
4	Professional Qualification	
5	Professional Experience	
6	Field of expertise	
7	Contact number	
8	e-mail Id	

Signature of the Consultant with seal

Place:

Date:

LIST OF PENDING ARBITRATION/LITIGATION/SUITS WITH PREVIOUS CLIENTS

SN	Name of Project and name of client	Name of Arbitrator	Present status and case is pending with arbitrator/ district court/ high court/ etc.	Brief acts of the case & arbitration claim amount

Signature of the Consultant with seal

Place:

Date:

DETAILS OF PROJECTS INSPECTED BY CVC/CTE

SN	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 Consultant with seal
 Place:
 Date:

COMPLETION CERTIFICATE FORMAT

1.	Name of the work / Project & Location	:	
2.	Scope of work.		
	a. Number of floors in Basement.	:	
	b. Number of floors in Superstructure.	:	
	c. Total built-up area (BUA)	:	
3.	Agreement No & Date.	:	
4.	Estimated Cost / Tendered Cost	:	
5.	Actual Value of work done	:	
6.	Date of commencement		
	a. Stipulated date of commencement.	:	
	b. Actual date of commencement.	:	
7.	Date of completion		
	a. Stipulated date of completion.	:	
	b. Actual date of completion.	:	
8.	Details of Green building certification	:	
9.	Amount of compensation levied for delayed completion, if any.	:	
10.	Arbitration cases, if any.	:	
11.	Performance report based on <i>(please ✓ the appropriate)</i>		
	a. Architectural features/ efficient planning	:	Very Good / Good / Satisfactory / Poor
	b. Speed of execution	:	Very Good / Good / Satisfactory / Poor
	c. Economical aspects	:	Very Good / Good / Satisfactory / Poor
	d. Liaison with Statutory authorities	:	Very Good / Good / Satisfactory / Poor
	e. Quality of PMC	:	Very Good / Good / Satisfactory / Poor
	f. Smooth working with parties, clients and contractors etc.	:	Very Good / Good / Satisfactory / Poor

Seal & Signature of the authorized signatory
(Preferably Equivalent to the rank of Superintending Er. / Chief Project Er.)

Seal and signature of the bidder

ANNEXURE-J

FORMAT FOR AGREEMENT BETWEEN THE BANK AND ARCHITECTS

STATE BANK OF INDIA
PREMISES & ESTATE DEPARTMENT
AND
M/s.
TOWARDS

ARCHITECTURAL SERVICES FOR PROPOSED _____ OF S.B.I.

This agreement made theday of ----- between
AGM (P&E), State Bank of India, -----(hereinafter called the Bank or SBI) which expression shall
include the successors and assigns) of the one part and M/s.

..... company / partnership for registered under the Indian
Companies Act/ Partnership Act having its registered
office..... (hereinafter called 'the

Architects' which expression shall include the present directors / partners and also the directors / partners
from time to time as also their respective heirs, legal representatives, administrators and assigns) of the
other part.

Whereas the Bank intends to construct its (Office building etc.) and whereas the company / firm as
Architects for the said building (hereinafter called the 'said works') and whereas the Architects have
accepted the said appointment by their letter No.....
dated..... Now, therefore, this agreement witness that the said

M/s..... are hereby appointed as Architects for construction of the said buildings above
referred to on the following terms and conditions:

1. Architect's Services:

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

- (a) Taking the Bank's instructions, preparing sketch designs with alternative schemes (including carrying out necessary revisions till the sketch designs are finally approved by the Bank), making approximate project cost estimates i.e. block/preliminary estimate based on sqm area x rate per sqm and preparing reports on merits of the scheme, high lighting the points such as permissible FAR/FSI, 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,
- Seal and signature of the bidder

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 said works, the Architects shall amend / change the same suitably if so desired by the Bank. The Architects shall be responsible for inclusion of each and every item of the works/specifications required for completion of the project and the correctness of the quantities so as to ensure that variations are not beyond 5% either side between the actual quantities and the estimated quantities in exceptional / rare cases. The Architects shall get all these detailed drawings and cost estimates approved by the Bank after making necessary changes/ amendment etc. is so, desired by the Bank.
- (d) Drawing up detailed tender documents for the various trades, complete with the Articles of the agreement, special conditions of contracts, specifications, drawings, schedules of quantities, the SBI's standard PVA clauses, lists of various tests to be conducted by the contractors or got done through laboratories for materials, works at site etc., theoretical / standard cement consumption for various items of works, various insurance covers required, time and progress charts and any other material necessary for completing the tender documents and getting them approved by the Bank.
- (e) Preparing select list of contractors i.e. short listing of contractors after scrutinizing the applications received in response to the press notice for pre-qualification of contractors and inspection of some of the works, done by them with the approval of the Bank, inviting the tenders for various trades, preparing comparative statements and submitting the assessment reports and recommendations thereon to the Bank, assist the Bank to conduct negotiations with the contractors wherever necessary and after the Bank's decision on the tenders, preparing contract documents and getting those executed by the concerned contractors including programme of work within the stipulated time frame.

Seal and signature of the bidder

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- (f) It is clearly understood that the Bank shall at its absolute discretion may involve services of any site Engineer/Project Management Consultants in force (herein after referred to as the PMC) for day to day supervision and ensuring that the said works are being executed as per the plans and designs and specifications prepared by the Architects and provided for in the contract agreement with the selected / appointed contractors for various disciplines of the said works, monitoring of the project, checking the materials / works, getting various tests for materials and works done, correct measurements of the works, initial scrutiny of the contractors bills at site and making the recommendations to the architects. The Bank will be involving the said PMC agency in the project right from the beginning of the project i.e. from the stages of soil exploration, prequalification of the contractors as the Bank's agency to remain fully associated with the project and day to day work. The Architects shall not for whatsoever reason, object to the said appointment of the site Engineer/PMC by the Bank for monitoring of the project at site and assisting the Bank in scrutiny of the recommendations, reports, plans, estimates etc. received from the Architects with a view to the decisions in the matters at the Bank's end. It is expected that the Architects and the PMC / site Engineer, if any PMC is employed by the Bank, work jointly as a team in good spirit with a view to getting the said works completed in best possible manner and efficiently.
- (g) Preparing landscape drawings & planting of saplings
- (h) Preparing for the use of the Bank, the contractors, PMC/ and the Site Engineers (if any) appointed by the Bank, six copies of the contract documents of various trades including all drawings, specifications and other particular such further details and drawings as are necessary for the proper execution of the said works.
- (i) 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.
- (j) Assuming full responsibility for the overall supervision and proper and timely execution of the said works by all the contractors and sub-contractors, specialists, consultants, technical adviser etc. that may be engaged from time to time as defined in the conditions of engagement referred to clause 2 below by following up the matter closely, with the appointed site Engineer/PMC, if any PMC is appointed by the Bank and even with the contractors. Appointment of the site Engineer/PMC by the Bank and their presence at site and involvement in the work shall not absolve the Architects in any manner from those responsibilities. The role of the site Engineer/PMC will be as an Agent of the Bank employed for austere the Bank for efficient execution of the project at Site. The Architects will have right to oversee, differ with the site Engineer/PMC's opinion in regard to the quality, measurement, rates of part/ substituted/ extra items etc. without affecting the Bank's interest. However, in the event of any dispute arising out due to difference between the opinion of the site

Engineer/PMC and the Architects, the decision of the Bank's shall be final and binding on the architects (and site Engineer/PMC as well).

- (k) Normally, the work rejected by the Site Engineer / PMC or the rates and /or quantities reduced by them shall not be disputed by the Architects. However, if they differ with the decisions of Site Engineer / PMC in this regard, they have right to make recommendations/ suggestions to the Bank for the Bank's consideration and pending the Bank's decision/s on such points, the Architects shall issue the interim payment certificates as recommended by the Site Engineer / PMC. On getting the Bank's decision on such points the Architects can give effect to the same as may be necessary in the Bills to follow thereafter. The Architect will have, however, a right to reject the works accepted by the Site Engineer / PMC if in their opinion they are not satisfied with the quality or execution of the same as expected by them but by clarifying the specific reasons in writing to do so to the Bank under a copy of the advice to the Site Engineer / PMC.
- (l) Test-checking or cross checking of measurements of works at site if and wherever felt necessary on receipt of the bills from the site duly scrutinized and verified from the said Site Engineer / PMC of the Bank (if appointed, otherwise detailed measurements to be checked by the Architects), checking the contractor's bills, issuing certificates for payment and passing and certifying accounts so as to enable the Bank to make payments to the contractors and making adjustments of all accounts between the contractors and Bank. The Architects shall assume full responsibility of the entire project, the correctness of the detailed measurements, calculations and summing-up of net total under appropriate tender items and correctness of the payment certified by them. Time limit for verification and certification of bills by Architect shall be as under (failing which the Architect may be penalized)
- Running bill within 15 days
 - Final bill within one month
- (m) 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.
- (n) 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 other departments/ offices of Govt./ Semi Govt./ Public Bodies in connection with getting approvals to the plans, commencement of works, completion of works etc.
- (o) 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.

(p) Any other service connected with the said works usually and normally rendered by Architects and not included in any of the items referred to above.

2. Conditions of Engagement:

- a) The Architects shall submit to the Bank the sketch plans, detailed plans, cost estimates, tender documents etc. within the period stipulated in the schedule hereto annexed.
- b) The Architects shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenant to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work being executed by the contractors under day to day supervision of the site Engineer/PMC/ Resident's Architect Engineer is in accordance with the architectural working drawings and the finishes etc. as provided for by them. In the event of their finding out/ observing any deviations therefrom, they shall immediately bring it to the notice of the site Engineer/PMC / Resident's Architect Engineer/Contractors at the site and write to the contractors for the same. All such letters addressed to the contractors by the architects shall be routed, without exception through the PMC if any site Engineer/PMC is engaged, so that if there is any point of difference or there is any genuine technical / administrative / contractual difficulty in following the architects' directions, the site Engineer/PMC can first talk to the architects and or to the Bank before the architects' letter/s reach to the contractors. Simultaneously, copies of all such correspondence with the PMC/ Contractors shall be sent to the Bank by the architects periodically.
- c) Architects' overall responsibility will continue during the defect liability period to see that the PMC are persuaded to get the defects, if any, removed by the contractors and they shall give a "No Objection Certificate" at the end of the defect liability period of twelve months to the contractors if any Site Engineer/PMC is appointed otherwise Architects will take the responsibility themselves. Employees Bank they shall be authorized to write to the architects, if they find any discrepancy in the drawings, specification or the architects' instructions or any drawings, details, clarifications required for speedy implementation of the works are pending from the architects' offices.
- d) During the preliminary stage, the Architects shall visit the site, collect all the relevant data, take site particulars, ascertain local authority's building bye-laws, prevailing prices for building materials and labour wages etc. and forward the same to the Bank also. The architects shall arrange, if required, for preparing a surveyed site plan and for necessary soil investigations like trial bores, or test pits, load bearing test or other soil tests as may be required and submit their report to the Bank. The cost of survey of site and carrying out soil investigations, various tests shall be borne by the Bank.
- e) The Architects shall co-ordinate all his activities during the detailed planning and tendering stage and in case any Site Engineer/ PMC and other consultants are separately appointed by the Bank, the architects shall prepare a comprehensive programme of work in consultation with the Site Seal and signature of the bidder

Engineer/ PMC and other consultants as also the contractors and arrange to have the work completed in an expeditious manner and in accordance with the programme drawn up. For this purpose, the Architects shall attend the weekly / fortnightly joint meetings of the Bank, the Architects, the ST / PMC, all the concerned consultant, contractors / subcontractors and assist the Site Engineer/ PMC to prepare joint minutes of the discussion / instructions at such meetings with a view to co-ordinate the work of the various Site Engineer/PMC/ Resident Architect Engineer or contractors / sub-contractors and to avoid delays.

- f) It is clarified that day to day supervision, programming of the works and coordination of various activities, quality control, measuring and recording the actual quantity of work, their correctness, ensuring that the work is being executed as per tender specifications and drawings, pointing out of any discrepancy therein forthwith to the contractors after taking the Bank into confidence will be responsibility of the Architects and the Architects will oversee all these activities and follow up with the PMC or contractors, if any engaged by the Bank through their Resident Architect at site to ensure timely and quality work as provided in the agreement.
- g) 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.
- h) In case any Site Engineer/ PMC is engaged by the Bank during the progress of work, the Architects' representative at site shall remain in daily touch with the said Site Engineer/ PMC and ascertain from them whether any excesses over sanctioned cost is anticipated and / or has already occurred. The Architects shall immediately report the same to the Bank with adequate justification for the same and obtain Bank's approval thereto. Also, as and when required, the Architects shall also

prepare a revised cost estimate for Bank's approval with assistance from / in consultation with the said PMC.

- i) The Architects shall engage (within the fees mentioned in clause 5 below) a qualified graduate Resident Architect/Engineer with not less than 5 years' experience or a diploma holder with not less than 8 years' experience for coordination and overall supervision on the site on day-to-day basis during the construction of the works subject to clarifications given above on all projects costing Rs. 3.0 crores or more. The cost of Rs. 3.0 crores will be the aggregate cost of various works awarded by the Architects under one single sanction / project.
- j) The Architects shall, within the fees mentioned in clause 5 below, engage a qualified:- (i) Structural Consultants / Engineer (ii)Electrical Consultants / Engineers (iii) Sanitary and Plumbing / Public Health Consultants, Engineer and (iv) Consultants for special installations like air-conditioning, lifts, generators and fire-fighting installations, landscaping, interior works etc. to assist them in their works. The remuneration, fees of Resident Architect and his required assistants / consultants / Engineers appointed under clauses (i) and (j) shall be paid by the Architects who shall also be responsible for all the work, actions, omissions, etc. of any such Resident Architect and his assistants / Consultants / Engineers.
- k) The Architects are supposed to ensure that the disputed / rejected works and the works not sanctioned by the Bank are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of the Bank, the rates quoted by them are not more than the reasonable in case of partly done / substituted / extra items and not more than tendered rates in case of completed tender items, various recoveries / deductions from the bills are properly effected, other recoveries made up to the last running bill in case of each contractor by the Bank to minimize further corrections at the Bank's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by the Bank to the contractors. The Architects shall be responsible for the corrections of the individual measurement, calculations etc. The Architect should also satisfy themselves through their Resident Architect that there is no duplication of the measurements and recording of the work done is under proper tender items. In case any PMC is engaged by the Bank to avoid delays in verification on this account, the Resident Architect/ Engineer or his assistant at the site may remain associated with the Site Engineer/ PMC and the concerned contractors at the time of joint measurements to satisfy himself about what work is being measured and under those tender items.
- l) 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.

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

Traveling Expenses to the Architects and Consultants:

S.N.	Visit undertaken by	Halting allowance	Traveling allowance
i)	Senior Partner / Senior Associates of the Architects when the visit is undertaken with the prior approval of the Bank	Similar to entitlement of AGM (SMGS-V) as per center eligibility stipulated by Bank	Single return Air fare (Economy Class) / Train (AC 2 tier /First Class) fare per person (as per actual).
(ii)	Junior staff of Architects / other associates/ Consultants	Similar to entitlement of Manager (MMGSIII) as per center eligibility stipulated by Bank	Single return Train (AC 2 Tier/ First Class) fare per person (as per actual).

- o) 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.

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

3. Termination of Agreement

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

- e) In case of the termination under sub-clauses (a), (b) or (c) above, the Bank may make use of all or any drawings, estimates or other documents prepared by the Architects, after a reasonable payment for the services of the Architects for preparation of the same in full as provided herein. All the drawings and estimates will thus become intellectual property of the Bank.

4. Transfer of Interests

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

5. Scale of Charges

- (a) The Bank shall pay to the Architects as remuneration for the services to be rendered by the Architects in relation to the said works, and in particular for the services herein before mentioned, a fee calculated at the rate of percent (.....percent) the cost of the work as indicated in sub-clause (c) of this clause plus service tax as applicable.
- (b) If the Bank appoints independent consultant/s for the work pertaining to special installations like air-conditioning, lifts, wet-risers etc., the Architects shall not be paid any fees on the total value of such installations. Similarly, no fee is payable on the cost of equipment for air-conditioning, lifts, computers etc., supply of which is directly arranged by the Bank.
- (c) The Architects shall be paid fees referred to above in the manner laid down in clause 6 below, in respect of the preparation of plans, drawing up of estimates, specifications, pre-qualifications of contractors, calling of tenders etc. upto the stage the work is done by them on the value of works estimated by them initially or on the basis of approved tender for civil works. However, the Bank shall be entitled to adjustments subsequently on the basis of actual cost of executed works so that the total fee payable to the Architects does not exceed the aggregate of the percentages referred to in sub-clause(a) above on the value of the actual executed works including variations due to increase or decrease in the scope of the work authorized by the Bank.

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

Stages / Method of releasing payment: -

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

Sr. No.	Services to be recorded	Subject to clarifications under col. fees payments	Up to stage total cumulative fees payments	Remarks/ Clarifications
(1)	(2)	(3)	(4)	(5)
(a)	After completion of sketch plans, Architectural design and model, 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 interior work only if the sketch plans include the detailed department-wise final layout plans for all floor for computerized office. As otherwise, the fees for the sketch plans for interior work will be paid later on when the sketch plans are approved by the Bank.
(b)	After completion of working drawings & detailed estimates to the satisfaction of the Bank including Architectural & structural drawing & all drawings pertaining to the various specialist services & their approval by the Municipal Corporation or other authorities & Pre-qualifications of contractors for main civil work (foundation as well as superstructural)	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 superstructure (excluding interior decoration work) when the general building work is in progress. The fees under this (c) stage will be paid later on when the detailed plans/ estimates/ tender documents etc. are prepared by the ACF and approved by the Bank and the tenders are invited by the ACF. Part payments of fees in both these cases can be released at discretion of the Bank on request of the ACF in proportion to the services completed in respect of particular trades. Such payment shall be on account.
(d1)	During the progress of construction and in proportion to the value of the said works as certified from time to time and paid by the Bank.	1/2 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 KUDA / CMDA / Revenue Dept / 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 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.			
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7. **Visit to the Site** In addition to the stationed qualified Resident Architect /Engineer and one or two of his assistants as the Architects may consider necessary to support him, the Architects as stipulated by the Bank or their representatives shall visit the site at least once in a week and more frequently if so required and their consultants shall visit the site periodically and as frequently as works require and inspect and supervise the construction to ensure and satisfy themselves that the works are being executed as designed and planned by them and approved by the Bank and general quality of the work and finishes etc. are good. For this no charges shall be payable by the Bank.

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

- a) If the construction work after appointment of the contractors get delayed and the appointed contractors disagree to bear liquidated damages levied for the same as per the provisions in the agreements between the Bank and the contractors on a ground that they did not receive detailed architectural / structural drawings and of any further clarifications from the architects, the architects shall be liable to make good the losses to the Bank to an extent of the amount of liquidated damages disagreed by the contractors. Similarly, if the works done as per the architects' earlier given architectural / structural drawings are required to be the altered / demolished because of mistakes at the architects / their consultants and the architects shall be liable to bear the cost of the work required to be so altered / removed (including removal / alteration cost) unless the contractors agree to forgo the cost of said work. In the event the Architects fail to discharge their duties diligently and delays are caused due to their negligence or if they do not cooperate and the work is not completed within the time frame, they shall be liable to make good the damages suffered by the Bank without prejudiced to the Bank. Bank's right to terminate the agreement and pay such fees, which is at discretion of the Bank, required to be paid at the time of termination.
- b) In case any Site Engineer/ PMC or any consultant is engaged by the Bank, the architects shall, closely follow up and keep the account of the progress made and arrange to solve the bottle necks, if any, and clarify the doubts / details, if any required by the Site Engineer/ PMC / contractors through their Resident Architect/ Engineer and his assistants at site. If necessary, they should write to the Site Engineer/ PMC under advice to the Bank about time lag in the works and suggest improvements / course of action for PMC's consideration. Similarly, if the Site Engineer/ PMC is

engaged, they will be authorized to write to the architects about their requirements like drawings, details, clarifications, discrepancies etc. if any, at Architects end.

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

9. Arbitration

- i) Any dispute and items of disagreement arising between the Architects and the Site Engineer / PMC shall be referred to the Chief General Manager or in his absence, the General Manager of concerned network of SBI (the Bank) and his decision on those matters will be final and binding on the Architects and Site Engineer / PMC as well.
- ii) If any dispute, difference, or question shall at any time arise between the Architects and the Employer as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that state in (I) above or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works, except in respect of the matters for which it is provided herein, that the decision of the Employer is final and binding, the same shall be referred to the Arbitration for settlement of disputes and final decision of the arbitrator to be agreed upon and appointed by both the parties.
- iii) For the purpose of appointing the (.....) based sole Arbitrator referred to above, the Appointing Authority i.e. the Chief General Manager of (.....was local Head Office) of the Bank or on his behalf the Asst. General Manager (Premises),(.....)Local Head Office will send within thirty days of receipt by him of the written notice aforesaid to the Architects a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc.
- iv) The Architects shall on receipt by them of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority who shall thereupon without any delay appoint the said person as the sole Arbitrator. If the Architects fail to communicate such selective as provided above within the period Specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

- v) If the Appointing Authority fails to send to the Architects the panel of three names as aforesaid within the period specified, the Architects shall send to the Appointing Authority a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. The Appointing Authority shall on receipt of the names of the aforesaid persons and appoint his as the sole Arbitrator within 30 days of receipt by him of the panel and inform the Architects accordingly. If the Appointing Authority fails to do so, the Architects shall be entitled to appoint one of the three persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.
- vi) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.
- vii) The work under the contract shall, however, continue during the Arbitration proceedings. No payment due or payable to the Architects shall be with-held on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.
- viii) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- ix) The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- x) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- xi) The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator, who may direct to and by whom and in what manner, such costs or any part hereof shall be paid, may fix or settle the amount of costs to be paid.

This agreement executed the day and year first written above.

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

Signed and delivered by within name

- 1.
- 2.

Signature of

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

- 1.
- 2.

Seal and signature of the bidder

TIMELINE FOR COMPLETION OF MILESTONE

SN	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.

PRICE BID (ENVELOPE – II)

TO BE SUBMITTED BY THE BIDDER SEPERATELY UNDER TWO BID SYSTEM

TENDER FOR PRE-QUALIFICATION AND SELECTION OF PRINCIPAL ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF SBI OFFICERS' RESIDENTIAL QUARTERS AT MASULIPATNAM, ANDHRA PRADESH

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:

Note: -

- *The maximum cap/ limit of fee payable will be 3% of the estimated cost or actual project cost whichever is lower. Any bids above the specified limit (3%) are liable for rejection/ disqualification.*
- *No fees will be paid to the architectural consultancy firm (ACF)/ architect/consultant for bought out items, if any, directly purchased by Bank, amount payable to the contractors under arbitration award.*

Seal and signature of the bidder

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 2025, between, on the one hand,

The State Bank of India (a body corporate incorporated under the State Bank of India Act, 1955) having its Corporate Center at State Bank Bhavan, Nariman Point, Mumbai and among others a Local Head Office at Hyderabad through its Assistant General Manager (P&E Department), Local Head Office, Hyderabad (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 **Proposed Construction of SBI OFFICERS' RESIDENTIAL QUARTERS AT MASULIPATNAM, ANDHRA PRADESH** 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

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.

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.

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.

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.

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-contractor post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

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.

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.

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.

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.

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.

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.

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.

The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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.

The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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.

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

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.

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

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.

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

Seal and signature of the bidder

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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

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

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.

The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

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.

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.

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.

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.

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 Hyderabad.

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

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.

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

Assistant General Manager (P&E)
SBI Amaravati Local Head Office,
2nd Floor, Gunfoundry Building,
Gunfoundry, Abids,
Hyderabad-500080 , Telangana
email: aqmpe.lhoand@sbi.co.in

**NOTICE FOR PRE-QUALIFICATION AND SELECTION OF PRINCIPAL PROJECT ARCHITECT
CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF SBI
OFFICERS' RESIDENTIAL QUARTERS AT MASULIPATNAM, ANDHRA PRADESH**

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 SBI OFFICERS' RESIDENTIAL QUARTERS AT MASULIPATNAM, ANDHRA PRADESH. 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 the proposed Construction of SBI OFFICERS' RESIDENTIAL QUARTERS AT MASULIPATNAM, ANDHRA PRADESH 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 carry out 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.

Seal and signature of the bidder

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 / particulars proving to be incorrect at any stage, the SBI will have the right to terminate our services at any stage of the project without notice.
21. We also understand that SBI reserve their rights to Shortlist any number of Architect / Architectural firms for participating in the Techno-commercial competition and to accept any or to reject all the Bids without assigning reason therefor.
22. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
23. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the SBI to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. However, until such formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Moreover, we shall not withhold our professional services in the project for executionsuch 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 theSBI 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 adequateoffice with in-house capability and infrastructure / expertise to manage such highmagnitude specialized projects in **Masulipatnam** 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 SBIin the Tender document.

Our

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm Authorized to signOr

(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