

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
(A wholly owned subsidiary of SBI)
CIRCLE OFFICE
3RD FLOOR, NEW ANNEXE BUILDING,
STATE BANK OF INDIA, LOCAL HEAD OFFICE CAMPUS, No.65 ST. MARKS ROAD,
BENGALURU - 560001

EMPANELMENT APPLICATION ID NO. : BAN201909005

ELIGIBILITY CRITERIA FOR EMPANELMENT OF ARCHITECTS (CIVIL/ INTERIOR)

SBI Infra Management Solutions Pvt. Ltd., Circle Office, Bangalore publishes the eligibility criteria for empanelment of Architects for undertaking Civil, Interior work for undertaking work of State Bank of India branches/offices and residential buildings under Bangalore circle i.e for the state of Karnataka. The firms with necessary experience in the respective areas will be considered for empanelment. For each category of work as detailed below separate application in sealed cover with application fees super scribing nature and category of work be submitted on or before 25.09.2019 before office hours.

SR. NO.	CLASSIFICATION OF WORK	VALUE OF WORK
1	Architectural Consultancy Firms; for Civil Works (New/ Old Works)	(a) up to Rs. 300 Lakh (b) up to Rs. 500 Lakh
2	Architectural Consultancy Firms; for Interior Works (Face Lift/ Renovation))	(a) up to Rs. 100 Lakh (b) up to Rs. 500 Lakh

Detailed application forms and further details for empanelment can be downloaded from State Bank of India website www.sbi.co.in under "PROCUREMENT NEWS" or can be collected free of cost, in person from the above mentioned address of SBIIMSPL on all working days during office hours.

The application fees of Rs. 5,000/- (Five Thousand only) should be paid through SBI Collect by using SBI Internet Banking web-site www.onlinesbi.com (Detailed flow chart about how to pay tender fees online mentioned below).

Any addendum / Corrigendum with respect to this notification shall only be published in website, no separate newspaper publication shall be made.

HOW TO MAKE ONLINE APPLICATION FEES

Go to SBI Internet Banking web site-<https://www.onlinesbi.com/>



Select SBI Collect from Top Menu



Click Check box to Proceed



Select "All India " in state Corporate/Institution and "Commercial Services" in type of Corporate / Institution after that click go



Select " SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD." IN Commercial Services Name and Submit



Select "Tender Application Fee" in Payment category and Enter Tender ID "BAN201909005" and Submit



The Vendor will have to fill up the fields properly and submit upon making the payment a receipt will be generated with a reference no. on submit. The Architects/Consultant has to enclose the online application payment receipt along with empanelment application.

NOTICE FOR EMPANELMENT OF ARCHITECTS (CIVIL/ INTERIOR),

GENERAL CONDITIONS

SBIIMS, Bengaluru invites applications (As per enclosed Annexures) for empanelment of Architects (Civil/ Interior) for related works in Bank's branches / offices all over Karnataka.

The application fees of Rs. 5,000/- (Five Thousand only) should be paid through SBI Collect by using SBI Internet Banking web-site www.onlinesbi.com.

Eligibility criteria:

- (1) Existing empanelled Architects shall need to apply a fresh.
- (2) Architect's shall be a member of council of Architects (CoA).
- (3) Experience of having successfully got completed/executed through contractors/vendors similar works (single order) during last 5 years as on 31.07.2019 should be as per following:

Applicable to Architects (Civil/Interior)

Sr. No	Description of quantum of works	Up to 100 Lakh	Up to 300 Lakh	Up to 500 Lakh
1.	Three similar work costing not less than	40 Lakh	120 Lakh	200 Lakh
2.	Two similar work costing not less than	50 Lakh	150 Lakh	250 Lakh
3.	One similar work costing not less than	80 Lakh	240 Lakh	400 Lakh

Definition of similar works – Related works done in/ Commercial/ Hospital/ Nationalized Bank/ Institutional Organization/ Large Private sector establishment/ PSUs/ Central/ State Govt. Department etc.

- (4) Average annual financial turnover during the last 3 years preceeding current financial year ended 31st March'19 should not be less than Rs.3.60 Lakhs in case of category (1a) upto 300 Lakhs and Rs.6.00 Lakhs incase of 1(b) upto Rs.500 Lakhs, Rs.1.20 Lakh in case of category 2(c) upto Rs.100 Lakhs and Rs.300 Lakhs in case of 2(d) upto Rs.500 Lakh.
- (5) Higher category empanelled Architects can participate in the lower category tender. However, lower category Architect can not participate in the higher category tenders.
- (6) Firm/ Organization shall apply for each work/ trade separately.
- (7) Must have a valid PAN, GST as applicable.
- (8) The Firm/ Agency/Organization should have well established office within the state of Karnataka at the time of submission for empanelment.

- (9) The applicant shall agree and authorize the SBIIMS to obtain the confidential report from the clients of the applicant, to obtain an idea about the quality of work executed and to obtain credit opinion from applicant's bank.
- (10) In case of Architectural Consultant firms at least one of the Directors/ Partners/ Proprietor should be a qualified Architect with valid COA certification with minimum five (05) years experience.
- (11) As minimum criterion for empanelment, consultants/ Architects should have executed at least one work of similar nature of comparable magnitude/ value in the past 3 years under the same name.

Applications complete in all respect along with relevant documents & in **SBIIMS's format** duly superscribing "**APPLICATION FOR EMPANELMENT OF 'ARCHITECTS (CIVIL/ INTERIOR)'**", **along with the Category applied for** in sealed envelope should reach at the following address on or before closing date during office hours.

Vice President & Circle Head
SBIIMS, Circle Office,
3rd floor, New Annexe Building,
SBI, Local Head Office Campus,
No.65, St. Marks Road, Bengaluru- 560001, (Karnataka).

The SBIIMS reserves its right to accept or reject any or all the applications without assigning any reasons whatsoever there for.

INSTRUCTIONS TO ALL THE APPLICANTS
ARCHITECTS (CIVIL/ INTERIOR) FOR EMPANELMENT

1. Intending applicants are required to submit their applications with full bio-data giving details about their organization, experience, technical personnel in their organization, competence and adequate evidence of their financial standing etc. in the enclosed form which will be kept confidential. The applications not accompanying online application fees receipt of Rs. 5000/- against each disciplines (civil/ Interiors) are likely to be rejected at the sole discretion of the SBIIMS.
2. Applicants found eligible for more than one category in the same discipline are requested to apply only for the higher category and will be considered for the lower category.
3. While deciding upon the empanelment of Firms/Organizations, great emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close co-ordination with Bank as well as other agencies.
4. Decision of the SBIIMS in regard to selection of Firms/Organizations will be final. The SBIIMS is not bound to assign any reason for acceptance/ rejection of any applications.
5. Each page of the application shall be signed. The application shall be signed by persons/ persons on behalf of the organization having necessary authorization/ Power of Attorney to do so (Certified copies to be enclosed).
6. If the space in the performa is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part of the performa and serial number. Separate sheets shall be used for each part. **However, the format shall be as per performa.**
7. Applications containing false, incomplete and/or inadequate information are liable to be rejected. Also mere fulfillment of eligibility criteria does not guarantee selection.
8. While filling up the application, clarification, if any, may be obtained from the office of the Vice President & circle Head, SBIIMS Circle Office, 3rd Floor New Annexe Building, Local Head Office, St. Marks Road, Bengaluru – 560001.
9. Canvassing in any form in connection with selection is strictly prohibited and the application of such persons/organizations who resort to canvassing will be liable to rejection.
10. SBIIMS reserves its right to reject any/all the applications without assigning any reasons, whatsoever therefore. Incomplete/partly filled applications without relevant enclosures may not be considered for evaluation. Disputes, if any, regarding the empanelment shall be within the jurisdiction of Court in Bengaluru.

11. It will not be binding on the SBIIMS to invite all the empanelled Architects/ to participate in various works. The SBIIMS may prepare a select list out of the empanelled Architects/ Consultants to participate in a/any work.

12. Applicants, who are already empanelled with SBI and are on the panel need to apply afresh and no separate intimation, will be given to them. Firm/Organizations empanelled in a category shall also be considered for works under categories below it.

13. SBIIMS will not be responsible for the late receipt/non receipt due to postal delay, strikes or any other reasons.

Signature of the Applicant with address & seal

APPLICATION FORM

APPLICATION FOR EMPANELMENT OF ARCHITECTS (CIVIL/ INTERIOR)

(Please strike-off which is not applicable)

1	a) Name of the applicant/Firm/ Organization	
	b) Category applied for	
	c) Full Postal Address of Firm	
	d) Contact Details (i) Phone No. (ii) Mobile No. (iii) Fax No. (iv) e-mail Id (v) Web-site	
	e) Application fee details Online application fees receipt no. (Please enclose online application fees payment receipt) Date	
2	Year of establishment Please enclose documentary evidence	
3	Constitution of Firm (Enclose certified copies of documents as evidence).	Sole proprietorship/ Partnership /Private Ltd. / Public Ltd. / Any other (Please specify)
4	Name of the Proprietor/Partners/Directors of the organization/firm with qualification. Enclose certified copies of document as evidence.	
5	a) Name/s of authorized signatory with designation	
	b) Bio-data of Partners/Directors (Enclose separate sheet)	
6	Mode of Authorization Enclose certified copies of document as evidence	Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify)

7	Details of registration with Council of Architects/ Indian Institute of Architects-Whether partnership firm, company, etc. Name of registering authority, date and registration number Enclose certified copies of document as evidence. (Applicable for Architects only)	
8	Whether registered with Govt./Semi Govt/Banks/CPWD/Municipal Authorities or any other Public Organization and if so, in which class and since when ? (Enclose certified copies of document as evidence). Name of Organization Category No. & Date of Registration Name of Organization Category No. & Date of Registration Name of Organization Category No. & Date of Registration	YES / NO
9	No. of years of experience in the field and details of work in any other field.	
10	Yearly turnover of the organization during last 3 years (year wise) with Income Tax return Form ST-3 or any other Government recognized documentary proof.	2015-16 2016-17 2017-18 Average :
11	<i>Banker's Details</i> (i) <i>Banker's Name</i> (ii) <i>Full Postal Address</i> (iii) <i>Telephone No.</i> (iv) <i>Account No.</i> (v) <i>Type of Account</i>	
12	PAN No.	
13	GST No.	
14	Whether last three years IT returns filed (Pl. enclose certified copies of the I T return of 2015-16, 2016-17, 2017-18)	

15	Details of major works executed & completed during last 5 years.	Please fill up enclosed Annexure A & enclose copies of work completion certificates
16	Details of major works on hand	Please fill up enclosed Annexure B & enclose copies of LOI /work order / agreement
17	Details of Key Personnel Permanently employed. (i) Technical Personnel (ii) Other Personnel	Please also fill enclosed Annexure C
18	List of Office Equipments owned by the firm (Enclose separate sheet, if required)	
19	Whether any Civil Suit/litigation arisen in works executed during the last 10 years. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and brief details of litigation. Give name of the Court, place and status of pending litigation.	Attach a separate sheet if required.
20	Category and Value of work in which Architects (Civil/ Interior) / Consultants (Electrical).	
21	Award/Recognition, if any	

I/We have read and understood the Press notice, Empanelment Notice & this Application form along with Annexure and my/our firm fulfills the ELIGIBILITY CRITERIA as described in the notice.

I/We hereby confirm and certify that the information given above is correct and true and the enclosures annexed herewith are genuine to the best of my / our knowledge.

I/We are authorized to sign and submit these documents for Empanelment.

I /We understand that if at any stage it is found / noticed by the SBIIMS that any information thus provided by us is untrue / incorrect partly or fully and in case of receipt of adverse / unsatisfactory report from other clients / Bankers, the SBIIMS may not consider our application and / or may de-list us and / or may take any appropriate action against us.

I /We also understand that partly / wrongly filled application and / or applications not on prescribed pro-forma and / or applications not accompanying relevant documents / enclosures / annexure are liable to be summarily rejected by the SBIIMS.

I/ We confirm that all the Rules prevailing in the state, the Labour Laws, Risk Insurance obligations, State & Central Government statutory requirements are complied by us.

I / We understand that this is merely an application & does not entitles us to be necessarily empanelled by the SBIIMS and SBIIMS reserves the right to reject all and / or any application without assigning any reason whatsoever.

SEAL OF THE FIRM

(SIGNATURE OF AUTHORIZED SIGNATORY)

PLACE :

NAME :

DATE:

Note : Please enclose all the Annexures with relevant supporting documents.

DRAFT AGREEMENT FORMAT

AGREEMENT BETWEEN SBIIMS AND ARCHITECTS

SBI INFRA MANAGEMENT SOLUTIONS Pvt. Ltd. – CIRCLE OFFICE, 3rd Floor, New Annexe Building,,
No 65, St Marks Road, SBI-LHO Campus, BANGALORE

AND

M/s.

TOWARDS

ARCHITECTURAL SERVICES FOR PROPOSED **_INTERIOR RENOVATION WORK FOR**
_____ BRANCH, at _____

This agreement made theday of _____, Two thousand and Nineteen
between **SBI INFRA MANAGEMENT SOLUTIONS Pvt. Ltd.** having its Circle Office at No.65, St. Mark's
Road, Bangalore 560 001 and its Head Office at Ground Floor, Raheja Chambers, Free Press Journal Marg,
Nariman Point, Mumbai 400 021 (hereinafter called 'The Employer or SBIIMS' which expression shall include
the successors and assigns) of the one part and **M/s.** _____,
Proprietorship/Partnership Company _____ having its _____ registered
_____ (herein after called the Architects' which
expression shall include the present directors (as also their respective heirs, legal representatives, administrators
and assigns) of the other Part.

Whereas the Employer intends to undertake **INTERIOR RENOVATION WORK FOR** _____, at
_____ and whereas the Employer has appointed the said
Architects as Architects vide their letter No.....dated for the work
hereinafter called the 'said works' which include Interior Design etc along with all other work related to the
project. And whereas the Architects have accepted the said appointment by acknowledging the same.

Now, therefore, this agreement witnesseth that the said M/s.-
_____ are hereby appointed as Architects for the
INTERIOR RENOVATION WORK FOR _____, at
_____, 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 Employers instructions, preparing sketch designs with alternative schemes (including carrying out necessary revisions till the sketch designs are finally approved by the Employer) making approximate project cost estimates i.e., block estimate based on sqft area x rate per sqft and preparing reports on merits of the scheme, so as to enable the Employer to take a decision on the sketch designs and scheme as a whole:
- a) After approval of the plans by the Employer, submitting the required drawings to the (Municipal Corporation and) or local authority like Town Planning etc., if required and obtaining its/ their approvals:

- b) 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 designs calculations and drawings for foundation and other structural work of the proposed Development Work, making designs and drawings for normal sanitary, water supply and electrical services and also for any special installations, like air-conditioning, sewage treatment plant, fire fighting, telephone, public address system, computer installations, interior decoration/ site preparation work etc., (as may be included required by the Employer 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 Employer. While the Architects shall 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 Employer. 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% on either side between on 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 Employer after making necessary changes/ amendments etc., if so, desired by the Employer.
- c) Drawing up detailed tender documents for the various trades, complete with the Articles of agreement, special conditions, 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 Employer.
- d) Preparing select list of contractors i.e., short listing of contractors, with the approval of the Employer, inviting the tenders for various trades, preparing comparative statements and submitting the assessment reports and recommendations thereon to the Employer, assist the Employer to conduct negotiations with the tenderers where necessary and after the Employer's decision on the tenders, preparing contract documents and getting those executed by the concerned contractors.

It is clearly understood that the Employer may employ services of Project Management Consultants 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 Architect and provided for in the contract agreement with 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 measurement of works, initial scrutiny of the contractors bills at site and making the recommendations to the architects. The Employer may be involving the PMC agency in the project right from the beginning of the project i.e. from the stages of soil exploration, pre-qualification of the contractors as the Employer's agency to remain fully associated with project and day to day work.

The Architects shall not for whatsoever reason, object to the said appointment of Project Management Consultants by the Employer for monitoring of the project at site and assisting the Employer in scrutiny of the recommendations, report plans and estimates received from the Architects with a view to the decision in matters at the Employer's end. It is expressed that the Architects and PMC work jointly as a team in good spirit with a view to getting the said works completed in best possible manner and efficiently.

- e) Preparing for the use of the Employer, the contractors, PMC/the site Engineers (if any appointed by the Employer), 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 executions of the said works.
- f) 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 advisors etc., that may be engaged from time to time as defined in the conditions of engagement referred to in Clause 2 below by following up the matter closely with the appointed PMC and even with the contractors appointed by the Employer and in their presence at Site and involvement in the works shall not absolve the Architect in any manner from those responsibilities. The role of PMC will be an agent of the Employer employed for

assisting the Employer for efficient execution of the project at site. The Architect will have right to oversee, defer with the PMC's opinion in regard to the quality, measurements, rates of part / substituted / extra items etc., without affecting the Employer's interest. However in the event of any dispute arising due to difference between the opinion of the PMC and the Architects, the decision of the Employer shall be final and binding on the Architects and PMC as well. Normally the work rejected by the PMC or the rates and / or the quantities reduced by them shall not be disputed by the Architects. However if they differ with the PMC in this regard, they have the right to make recommendations / suggestions to the Employer - for the Employer's consideration on such points, the Architects shall issue the Interim Certificate payment as recommended by the PMC. On getting the Employer's decision on such points, the Architects can give effects to the same as may be necessary in the bills to follow thereafter. The Architects will have, however, a right to reject the works accepted by the 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 Employer under copy of the advice to the PMC.

- g) Checking of measurements of works at site on receipt of the bills from the site duly scrutinized and verified by the PMC(if appointed) by the Employer, checking the contractor's bills, issuing certificates for payment and passing and certifying accounts so as to enable the Employer to make payments to the contractors and making adjustments of all accounts between the contractors and Employer. The Architects shall assume full responsibility of the entire project and correctness of the bills certified by them.
- h) Obtaining from PMC or the contractors and submitting after verification of the account of cement and other important materials as the Employer may specify.
- i) Appearing on behalf of the Employer 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 Employer.

2. CONDITIONS OF ENGAGEMENT:

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

The Architects shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work being executed by the contractors under their supervision is in accordance with the architectural working drawings and the specifications provided by them and that the work is free from defects and deficiencies. In the event of their finding out/ observing any deviations there from, they shall immediately bring it to the notice of the Contractors at the site and write to the contractors for the same. Copies of all such correspondence with the Contractors shall be sent to the Employer by the architects periodically. The Architect shall be responsible for getting implemented / executed the project work through the appointed contractors as per the detailed architectural and structural drawings prepared and submitted to them by the architects and as per the provisions made in the tender/s. The Architect have right to ask the contractors to remove / demolish disapproved /rejected materials/ works. The Architects overall responsibility will continue during the defects liability period to see that the Contractors are persuaded to get the defects, if any, removed and they shall give a "No Objection Certificate" at the end of the defect liability period for refund of balance retention money to the contractors.

- b. Whenever the work is examined by the Chief Technical Examiner of the Central vigilance commission and if he brings to the notice of the Employer any defective or substandard work or any irregular/ excessive payments to the contractors, the Architects shall take necessary action to get the defect rectified and/ or recover the irregular payments and also assist the Employer to reply to the Chief Technical Examiner's queries. 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 pertaining to the project, the Architects shall, assist the Employer from time to time by drafting replies in consultation with the legal advisors and protect the interest of the Employer
- c. The Architects shall not make any deviation, alteration or omission from the approved design/ plans without the written consent of the Employer. The Architects shall also not undertake, execute or carry out any

variation or extra items of work in excess of Rs. 25000/- or such amount as the employer may expressly authorize by separate letter. All variations and extra items shall be referred to the Employer 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 order 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. 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 are accepted by the Employer. In case of any additions or variations above Rs. 25000/- are carried out without the prior approval of the Employer, the Employer 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.

- d. During the progress of work whenever an excess over sanctioned cost is anticipated and/or has already occurred, the Architects shall immediately report the same to the Employer with adequate justification for the same and obtain Employer's approval thereto. Also, as and when required, the Architects shall prepare a revised cost estimate for the Employer's approval.
- e. The Architects shall, on the completion of the work, supply to the Employer free of cost two copies of one fourth or equivalent scale drawings. The Architects shall, if so required by the Employer, supply extra copies of all such drawings and the cost of such extra copies shall be reimbursed by the Employer to the Architects.
- f. During the preliminary stage, the Architects shall visit the site, collect all the relevant data, take site particulars, prevailing prices for materials and labour wages etc., and forward the same to the Employer also.
- g. The Architects shall coordinate all their activities during the detailed planning and tendering stage with other consultants, if any, separately appointed by the Employer and they shall prepare a comprehensive programme of work in consultation with the other consultants as also the contractors, and arrange to have the work completed in accordance with the programme drawn up. For this purpose, the Architects shall arrange the weekly/ fortnightly meetings of all consultant, contractors/ sub-contractors, prepare minutes of the discussion/ instructions at such meetings and coordinate the work of the various contractors/ sub-contractors.
- h. The Architects shall, within the fees mentioned in Clause 5 below, engage a qualified:

Electrical Engineer / Consultant / Consultants for special installations like air conditioning, lifts, generators and fire fighting installations, and other services(if not separately appointed by the Employer to assist them in their work.. The remuneration, fees of Engineers / Consultants appointed shall be paid by the Architects who shall also be responsible for all the work, actions, omissions etc. of any such Engineers / Consultants.

3. TERMINATION OF AGREEMENT:

- a. The agreement herein 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.
- b. If the Architects shall 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.
- c. (i) If the Architects fail to adhere to the time schedule stipulated in the schedule hereto annexed or the extended time which may be granted by the Employer 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 employer 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 Employer 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 provisions 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 Employer may make use of all or any drawings, estimates or other documents prepared by the Architects, after a reasonable payment for the services of the Architects for preparation of the same in full as provided herein.

4. TRANSFER OF INTERESTS:

The Architects shall not assign, sublet or transfer their interest in this agreement, without the prior written consent of the employer.

5. SCALE OF CHARGES:

- a. The employer 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 fees calculated at the rate of **% (percent)+GST** of the cost of the work plus service tax thereon as indicated in sub-clause {c} of this clause.
- b. If the Employer appoints independent consultant/s for the work pertaining to special installations like air-conditioning, lifts, wet-risers etc., the Architects shall not be paid any fees on the total value of such installations. Similarly no fee is payable on the cost of equipments for air-conditioning, lifts, computers etc., supply of which is directly arranged by the Employer.
- 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, calling of tenders etc., up to the stage the work is done by them on the value of works estimated by them initially or on the basis of approved tender of various works. However, the Employer shall be entitled to adjustments subsequently 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 works as originally estimated or the value of the works actually executed and completed whichever is less. However, the increase in the value of work due to increase in the scope of work authorized by the Employer will be considered for payment of fees thereon, but increase in the estimated value of the work due to price escalation or due to inadvertent under estimation or omission of any items will not be considered for payment of higher fees. The Employer shall also have the liberty to omit, postpone or not to execute any work and the Architects shall not be entitled to any compensation or damages for such omission, postponement or non execution of the work, except the fees which have become payable to them for the services actually rendered by them.

6. METHOD OF PAYMENT

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

- a. **1/8th** of the total fees payable after completion and approval of the sketch design by the employer
- b. **1/4th** of the total fees payable after completion of all working drawings and detailed estimates to the satisfaction of the Employer
- c. **1/8th** of the total fees payable after preparation of the contract documents including tenders, issue of tender notice in respect of all trades, submission of recommendations to Employer and execution of the Contract documents for the various trades. Part payments may, however, be made in proportion to the services completed in respect of particular trades but such payments shall be on account
- d. **1/4th** of the total fees payable shall be paid by installments as the construction work proceeds and in proportion to the value of the said works as certified from time to time
- e. **1/8th** of the total fees payable shall be paid after final completion of the work and closing of accounts.
- f. **Balance 1/8th** shall be payable after the Architect issues no objection certificate for refund of contractors retention money on expiry of the defect liability period as per tender document. The final payment shall be made in accordance with and on the basis provided in clause 5 herein. As per the Government Ordinance in 1999, a Service Tax will be levied on the total fees paid based on the prevailing rate at the time of presentation of each of the various bills.

- g. 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.

7. VISIT TO THE SITE:

In addition to the stationed qualified Resident Architect and one or two of his assistants as the Architects may consider necessary to support him, the Architects as stipulated by the Employer or their representatives or their consultants shall visit the site periodically and as frequently as works require and inspect and supervise the construction to ensure and themselves satisfy that the works are being executed as designed & planned by them and approved by the Employer and general quality of the work and finishes etc., are good. For this, no charges shall be payable by the Employer in the case of projects situated at the headquarters of the Architects. In case of out-station projects, the Employer will re-imburse the actual expenses towards Traveling, Lodging and Boarding or any such expenses as per the SBIIMS's rules applicable to the Professional Architects.

8. DELAYS, RESPONSIBILITY & RECOVERIES FROM FEES:

1. 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 Employer 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 Employer to an extent of the amount of liquidated damages, disagreed by Contractors. Similarly, if the works done as per the Architects' earlier given architectural/ structural drawings are required to be altered/ demolished because of mistakes at the Architects/ their Consultants' end, 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 Employer without prejudiced to the Employer's right to terminate the agreement and pay such fees, which is at discretion of the Employer, required to be paid at the time of termination.
 - a. While the PMC will be 'in-charge' of the site in regard to implementation of the project as designed, planned and put to tender in time bound schedule through the appointed contractors, 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 PMC/contractors through their Resident Architect and his assistants at site. If necessary, they should write to the PMC under advice to the Employer about time lag in the works and suggest improvements/ course of action for the PMC's consideration. Similarly, the PMC will be authorized to write to the Architects about their requirements from the architects like drawings, details, clarifications, discrepancies, etc. if any.
 - b. It is agreed by the Employer 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. 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/ instructions given to the PMC / Contractors / Employer in writing. However, in the event of any damage/loss caused to the Employer 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 Employer without any upper limit.

9. ARBITRATION:

- I. Any dispute and items of disagreement arising between the Architects and the Employer shall be referred to the COO-DGM (Civil) or in his absence, the Vice President and Circle Head of SBIIMS (the Employer) and his decision on those matters will be final and binding on the Architects.

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

- i) For the purpose of appointing, the Bangalore based sole arbitrator referred to above the Appointing Authority i.e., the COO-DGM (Civil) of the Employer or on his behalf the the Vice President and Circle Head, will send within thirty days of receipt by him of the written notice aforesaid to the Architects a panel of three names of persons who shall be presently unconnected with the Organization, for which the work is executed.
- (ii) 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.
- (iii) 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 Bangalore based person who shall all be unconnected with either party. The Appointing Authority shall on receipt of the names of the aforesaid persons and appoint him 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.
- (iv) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.
- (v) The work under the contract shall, however, continue during the Arbitration proceedings. No payment due or payable to the Architects shall be withheld on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.
- (vi) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- (vii) The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- (viii) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- (ix) The fees, if any of the Arbitrators shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any of the Arbitrator, who may direct to and by whom and in what manner, such costs or any part thereof shall be paid, may fix or settle the amount of costs to be paid.
- (x) The award of the Arbitrator shall be final and binding on both the parties.
- (xi) Subject to aforesaid, the provisions of the Arbitrator Act 1940 or any statutory, modification or reenactment thereof and the rules made there under, and for the time being to force, shall apply to the arbitration proceedings under this clause.

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 on a duplicate hereof on the day and the year herein above first mentioned.

.....
()

Signed and delivered by within named M/s. _____, by the hand of its
Proprietor/Authorised Signatory for and on behalf of the Architects in the presence of

Witness : 1. _____ 2. _____

.....
(SBI INFRA MANAGEMENT SOLUTIONS Pvt. Ltd.)

Signed and delivered for and on behalf of SBIIMS by _____ its
Authorized Official in the presence of

Witness : 1. _____ 2. _____

ANNEXURE – A
(FOR ARCHITECTS – (CIVIL/ INTERIOR)

(Please tick whichever applicable)

LIST OF MAJOR WORKS EXECUTED AND COMPLETED DURING LAST 5 YEARS AS ON
31.07.2019:

(Enclose supporting documents)

Sr . N o	Name of Client	Nature of Work	Feature s of green building and modern ameniti es	Estimat ed Value	Built- up Area of work (in Sq. ft.)	Date of Start & completi on	Present Position	Remarks (if any)
1	2	3		4	5	6	8	9

(Add separate sheet if required)

Notes:

1. Information has to be filled up specifically in this format.
2. For certificates, the issuing authority shall not be less than an Executive in charge.

Name of Authorized signatory

Sign & seal of the applicant

LIST OF MAJOR WORKS ON HAND:

ANNEXURE – C
(FOR ARCHITECTS – CIVIL/ INTERIOR)

(Please tick whichever applicable)

**DETAILS OF KEY PERSONNEL (PERMANENT EMPLOYEE), GIVING DETAILS ABOUT
THEIR TECHNICAL QUALIFICATION
& EXPERIENCE INCLUDING THEIR IN HOUSE ESTABLISHMENT**

Sr. No.	Name of Prop., Partners, Directors, Employees having Technical Qualification	Designation	Age	Qualification	Experience	Nature of works handled	Name of the projects handled along with amounts	Date from which employed in your organization	Indicate details of experience for similar projects
1	2	3	4	5	6	7	8	9	10

(Add separate sheet if required)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant

CHECK LIST
(FOR ARCHITECTS – CIVIL/ INTERIOR)
(Please tick whichever applicable)

Name of the Firm/Establishment :

Name of Work :

Category Applied for :

SR. NO.	PARTICULARS	SUBMITTED (Y or N)
1	Application Form	
2	Annexure A	
3	Annexure B	
4	Annexure C	

Name of Authorized Signatory

Sign & seal of the applicant

Date:

Place: