



Tender ID	AMR201905022
Date	23/05/19

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., (SBIIMSPL),

(WHOLLY OWNED SUBSIDIARY OF SBI)

AMARAVATI CIRCLE OFFICE

INVITES APPLICATIONS ON BEHALF OF

STATE BANK OF INDIA

AMARAVATI LOCAL HEAD OFFICE,
GUNFOUNDRY, HYDERABAD

EMPANELMENT OF ARCHITECTS, CONSULTANTS

SBIIMSPL on behalf of State Bank of India proposes to empanel agencies for various trades as under for its Offices / Branches of Andhra Pradesh State;

ARCHITECTS FOR ARCHITECTURAL CONSULTANCY / ELECTRICAL

CONSULTANTS / AC CONSULTANTS

Further details and application forms can be downloaded from our Bank's website www.sbi.co.in under **PROCUREMENT NEWS**. Agencies having registered office/branch office in Andhra Pradesh/Telangana/Yanam (puduchery) only should apply. The existing Architects/Consultants already empanelled with Amaravati or Hyderabad Circle also need to apply afresh.

The agencies with necessary experience in the respective areas will be considered for empanelment. For each category of work, separate application in sealed cover with application fees superscribing nature and category of work to be submitted by 3:00 PM on 07.06.2019.

In complete applications as well as the applications not submitted in the given format are liable to be rejected. Bank reserves the right to reject any or all the applications without assigning any reasons.

This document consists of the following:

- (a) Notice inviting applications for empanelment of consultants, contractors, Electrical and Fire Auditors
- (b) General rules and instructions to the intending applicants
- (c) Category of empanelment
- (d) Scope and eligibility criteria for each category.
- (e) Application format for empanelment

**Vice President,
SBIIMSPL,
Amaravati Circle Office.**

NOITICE INVITING APPLICATION

SBI Infra Management Solutions Pvt Ltd. On behalf of State Bank of India, Amaravati Local Head Office, Hyderabad invites applications from the eligible agencies for empanelment of Contractors, Consultants for various Trades/Categories of works for Andhra Pradesh State and Yanam Territory (Amaravati Circle) as per the following schedule invites.

1	Name of the work	EMPANELMENT OF ARCHITECTS FOR ARCHITECTURAL CONSULTANCY / ELECTRICAL CONSULTANTS / AC CONSULTANTS
2	Tender/Application Processing Fee	<p>For Empanelment upto Rs300 Lakhs ----- Rs5000/- Above Rs300 Lakhs upto Rs500 Lakhs ----- Rs10000/- to be paid through State Bank Collect ONLY as detailed under;</p> <p>1) login https://www.onlinesbi.com 2) Select SB Collect from Top Menu, click the check box and "Proceed" 3) Select "All India" in "State of Corporate/Institution" & Select "Commercial Services" in "Type of Corporate / Institution" then "Go" 4) Select " SBI Infra Management Solutions pvt. Ltd" in Commercial Services Name and "Submit" 5) Select "Tender Application Fee" in "Payment Category" and enter the "Tender ID" exactly as given in first page top of this tender(characters in upper case only). 6) Fill up all fields such as email, GST No., Mobile No, Vendor/Firm Name etc and make payment.</p> <p>2) Proof for crediting the amount i.e. Receipt / Unique Reference No. should be enclosed.</p>
3	Date and Time where tender forms are available	<p>Available from 23.05.2019 to 25.06.2019 at www.sbi.co.in Procurement news.</p>
4	Time and last date of submission of application	Up to 3.00pm on 25.06.2019
5	Place, Time& Address for submission of application in physical form /telephone no/email address.	<p>Up to 3.00 pm on 25.06.2019 Application form physically at the Address:</p> <p style="text-align: right;">SBI Infra Management Solutions Pvt. Ltd. Amaravati Circle Office 2nd Floor, SBI Amaravati LHO Building, Gun foundry, Abids Hyderabad – 500 001 Ph : 040-23387364, 365 e- mail id : headand.sbiims@sbi.co.in</p>
6	Date, Time and Place of opening of application form	<p>On 25.06.2019 at 4:00 PM SBI Infra Management Solutions Pvt. Ltd.</p>

		Amaravati Circle Office 2 nd Floor, SBI Amaravati LHO Building, Gun foundry, Abids Hyderabad – 500 001 Ph: 040-23387364, 365 email id : headand.sbiims@sbi.co.in
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SBI has the right to accept/reject any/ all empanelment application without assigning any reasons.

**Vice President,
SBIIMSPL,
Amaravati Circle Office.**

GENERAL RULES AND INSTRUCTIONS TO THE INTENDING APPLICANTS:

The empanelment of Consultants and Contractors is proposed for the Civil, electrical, interior works and other allied works of routine nature in the Branches and offices of the Bank. Generally, the routine works of the Bank are awarded by calling for competitive tenders/quotations from the empanelled contractors/suppliers.

The document as detailed above have to be duly filled in and completed in all respects and submitted by the intending applicants within the stipulated date and as per the instructions given in the Notice inviting applications. The details of the applicants and their experience shall be furnished in the prescribed "Application Format" only. Wherever required and if the space provided is not sufficient, particulars can be furnished in Annexure but such details shall be clearly mentioned in the respective columns of the Application Format. Applicant shall enclose latest copies of brochures and technical documentation giving additional information about the applicant. Each page of the document shall be duly signed by the Applicant or their authorized representative. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussion, conferences or site visits will be reimbursed by the Bank.

Documentary proof with respect to the details furnished in the application form regarding eligibility criteria shall be furnished along with the application form. In this regard, copies of the work order and completion certificate must be submitted (Copies of the documents should be attested by the concerned authorities/ Gazetted Officer). Incomplete application or applications without proper proofs for establishing their credentials will be summarily rejected and so correspondence will be entertained in this regard.

If the application is made by a partnership firm, a certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.

If the application is made by a limited company, it shall be signed by a duly authorised person holding the power of attorney for signing the application in which case certified copies of the power of attorney and the certification of incorporation, Memorandum of Articles of Association shall accompany the application.

The empanelment shall be made for a specific category. However, contractor empanelled in higher category shall be eligible for works in the lower category. Contractors empanelled for new works(civil) will also be considered for repair/renovation work in the appropriate category

The evaluation will be based on the experience of the consultants/ contractors/ vendors and their financial capabilities and may also include inspecting the works furnished by them for which, necessary co-ordination shall be made by them. Based on the details furnished and inspection of works, eligibility criteria, the consultants / contractors / vendors will be empanelled. Decision of the Bank regarding selection/ rejection for empanelment will be final and binding and no further correspondence will be entertained. The empanelled contractors will only be informed by post.

If, information and details furnished by applicants are found to be false at any time in future or any information withheld, which comes to the notice of the Bank at a later date, the empanelment of such applicant will be cancelled immediately.

The Bank reserves its right to reject any/or all the applications without assigning any reasons thereof.

The bank has right to add or remove the contents in the application till the last date of application by way of corrigendum.

CATEGORIES

S.N	Classification of Work	Category/Value of work
D-1	Architects for Architectural Consultancy involving Civil Construction work	a) up to 300 Lakhs
		b) up to 500 Lakhs
D-2	Architects for Architectural Consultancy involving Interior works	a) up to 200 Lakhs
		b) up to 500 Lakhs

B1. EMPANELLMENT OF ARCHITECTS

SCOPE OF WORK

The scope of work for the **Architectural consultants** includes planning, estimating of civil & sanitary works of Banks' own building and designing interior layout plans for the branch/offices of the Bank, providing the specifications of the materials, assisting the Bank in finalizing the contractor and supervision of works, if sought by the Bank. Some time the panel architects services will also be availed for planning, designing and execution of extension of Banks own buildings involving the approval for the same from the local Authorities. Their services may also be utilized for taking up maintenance of Civil works of Bank's own buildings,

ELIGIBILITY CRITERIA

The category and eligibility criteria are as under;

Sl no	Category	Eligibility Criteria
D-1-a	Architectural Consultancy firms: For civil works (new/old works) Up to Rs.300 lakhs	1. Average annual financial turnover during the last 3 years preceding current financial ended 31 st March'19 should not be less than Rs.12.00 lakhs which shall be determined from form ST-3. 2. should have successfully completed at least one work of similar nature/value/magnitude during the last 3 years as on 31 st March'19.
D-1-b	Architectural Consultancy firms: For civil works (new/old works) Up to Rs.500 lakhs	1. Average annual financial turnover during the last 3 years preceding current financial ended 31 st March'19 should not be less than Rs.20.00 lakhs which shall be determined from form ST-3. 2. should have successfully completed at least one work of similar nature/value/magnitude during the last 3 years as on 31 st March'19.
D-2-a	Architectural Consultancy firms: For Interior works(Facelift/renovation) Up to Rs.200 lakhs	1. Average annual financial turnover during the last 3 years preceding current financial ended 31 st March'19 should not be less than Rs.8.00 lakhs which shall be determined from form ST-3. 2. should have successfully completed at least one work of similar nature/value/magnitude during the last 3 years as on 31 st March'19.
D-2-b	Architectural Consultancy firms: For Interior works(Facelift/renovation) Up to Rs.500 lakhs	1. Average annual financial turnover during the last 3 years preceding current financial ended 31 st March'19 should not be less than Rs.20.00 lakhs which shall be determined from form ST-3. 2. should have successfully completed at least one work of similar nature/value/magnitude during the last 3 years as on 31 st March'19.

OTHER MANDATORY REQUIREMENTS:

- i) Architects should be a Member of Council of Architects(COA)/Indian Institute of Architects and shall have minimum 3 years of experience(enclose proof)
- ii) Architectural applicants shall read the enclosed draft agreement between the Bank and Architect and sign every page of the agreement as token of acceptance and submit along with application.
- iii) Applicants should have an Office in the state of Telangana or Andhra Pradesh with valid GST registration in those states.
- iv) Applicants shall submit documentary proof of all the credential to support experience, turnover and qualifications etc., Applications without required credentials shall summarily be rejected.
- v) Applicants who have rendered similar nature of works for public sector undertaking, reputed MNC's State & central Govt, PSU Banks etc. on commercial / office/ residential buildings shall alone apply.
- vi) Applicants found eligible for more than one category are requested to apply only for the higher category(one application) and will be considered for the lower category also.
- vii) Site inspection of the previous works shall be done for the shortlisted applications and confidential information will be obtained from the previous clients for further process.
- viii) Prequalified applicants will be intimated of their empanelment. The panel will be in force for three years which will be periodically reviewed from time to time.
- ix) Empanelled firms are expected to get acquainted with Bank's requirements.

The enclosed application format duly filled in with copy of credentials shall be sealed in an envelope boldly super-scribing "**Application for Empanelment o f _____ for the category _____**," and submitted to the under mentioned address so as to reach on **or before 25.06.2019 at 3.00 pm.**

Bank has the right to call for additional information in case of need.

Bank reserves right to reject any or all applications without assigning reasons thereof.

**Vice President,
SBIIMSPL,
Amaravati Circle Office.**

APPLICATION AND ANNEXURES FOR EMPANELMENT OF ARCHITECTS

1	Name of the Firm.	
2	Address	
3	Name, telephone no.s Email-ID including mobile number of contact person	
4	Fax number	
5	Constitution of firm	
6	Year of establishment	
7	Name of partners /associates	
8	Bio-data of Partners/Associates details may be given in enclosed format. Annexure 'A'	
9a	Registration number with council of consultants/Indian Institute of Architects. (Copy of valid registration to be enclosed.)	
9b	Details of GST, registration.(copy of valid registration to be en- closed.)	
9c	Amount of service tax paid year wise during last 3 financial year ending on 31 st March of the current year with income tax return Form ST-3 as document proof	
10	Name and value of major Building Construction projects or face lift/interior works completed during the last 3Years ending on 31 st March of the year. Details may be given in the enclosed format. Annexure 'B'	
11	Name and value of major Building Construction projects or face lift/interior works in hand. Details may be given in the enclosed format. Annexure 'C'	
12	Name and value of other major works other than building works) in hand. Details may be given in the enclosed format. Annexure 'D'	
13	Details of features of Green building provided in Building.	
14	Details of Modern amenities provided in buildings.	

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	Bankers Name.	
20	Latest Income tax clearance to be enclosed	
21	a) List of registration or empanelment with other organization	
	b) List of completion certificates etc. from clients for completed /ongoing projects.	
	c) Certified copies of the letter of intent for award of work from reputed pri- vate/MNC/PSUs etc.	
22	Particulars of participation in competition and award of if any received.	
23	Application Fee details Amount(Rs.) DD/Banker's Cheque No. Name of Bank Date	
24	If the firm is not having its office in Andhrapradesh/Telangana, please indicate the time by which it is likely to open an office in Andhrapradesh/Telangana with documentary evidence.	

Note: Please enclose separate sheets for additional information, photographs and documents.

Signature of the consultant with seal

Date

Place

Annexure 'A'

EMPANELMENT OF ARCHITECTS

BIO DATA OF THE PARTNERS/ASSOCIATES.

- | | | |
|----|--|---|
| 1 | Name and email. | : |
| 2 | Association with the firm since | : |
| 3 | Date of Birth/ Age. | : |
| 4 | Professional Qualification. | : |
| 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 Green building features provided in Buildings. | : |
| 12 | Details of modern amenities provided in: Buildings. | : |

Signature of the consultant with seal

Place

Date

Annexure 'B'

EMPANELMENT OF ARCHITECTS

LIST OF MAJOR BUILDING OR INTERIOR WORKS COMPLETED DURING LAST
3 YEARS FROM 1ST APRIL ----- TO 31ST MARCH -----

Sr.no.	Name of the client	Nature of the project	Feature of green building and amenities provided.	Location of the building/Municipal limits.	Estimated value.	Built up area in sq.ft.	Height of the building.	Present position	Schedule date of completion.	Remarks.

Annexure 'C'

EMPANELMENT OF ARCHITECTS

LIST OF MAJOR BUILDING OR INTERIOR WORKS ON HAND AS ON -----

Sr.no.	Name of the client	Nature of work.	Feature of green building and amenities provided.	Location of the building/Municipal limits.	Estimated value.	Built up area in sq.ft.	Height of the building.	Date of start.	Period of completion.	Actual date of completion.	Final value of the project.	Reasons for the variation/delay if any.

Annexure 'D'

EMPANELMENT OF ARCHITECTS

LIST OF OTHER WORKS (OTHER THAN BUILDING/INTERIOR WORKS) ON HAND
AS ON -----

Sr. no.	Name of the client	Nature of work.	Estimated value.	Present position.	Schedule date of completion.	Remarks

Signature of the consultant with seal

Date

Place

Signature of the Firm/Vendor/Consultants

Draft agreement format

STATE BANK OF INDIA

PREMISES & ESTATE DEPARTMENT, AMARAVATI, LHO

AND

M/s.

TOWARDS

ARCHITECTURAL SERVICES FOR PROPOSED OF S.B.I.

This agreement made theday of between AGM/ DGM, 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 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, 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, fire fighting, 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. if so, desired by the Bank.

(d) Drawing up detailed tender documents for the various trades, complete with the Articles of the agreement, special conditions of contracts, specifications, drawings, schedules of quantities, the SBI's standard PVA clauses, lists of various tests to be conducted by the contractors or got done through laboratories for materials, works at site etc., theoretical / standard cement consumption for various items of works, various insurance covers required, time and progress charts and any other material necessary for completing the tender documents and getting them approved by the Bank.

(e) Preparing select list of contractors i.e. short listing of contractors after scrutinizing the applications received in response to the press notice for pre- qualification of contractors and inspection of some of the works, done by them with the approval of the Bank, inviting the tenders for various trades, preparing comparative statements and submitting the assessment reports and recommendations thereon to the Bank, assist the Bank to conduct negotiations with the contractors wherever necessary and after the Bank's decision on the tenders, preparing contract documents and getting those executed by the concerned contractors including programme of work within the stipulated time frame.

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

project i.e. from the stages of soil exploration, prequalification of the contractors as the Bank's agency to remain fully associated with the project and day to day work.

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

(f) Preparing landscape drawings & planting of saplings

(g) Preparing for the use of the Bank, the contractors, 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.

(h) Assuring full responsibility of correctness of structural and foundation design and design for all services and installations and soundness of the construction according to the said designs and specifications.

(i) Assuming full responsibility for the overall supervision and proper and timely execution of the 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 auster 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) 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.

(j) Test-checking or cross checking of measurements of works at site if and wherever felt necessary on receipt of the bills form 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

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

(l) Obtaining final building completion certificate and securing permission of Municipal Corporation or other authority for occupation of the building and obtaining refund of deposits, if any, made by the Bank to the Municipal Corporation or other authority. The Architects shall be also fully responsible for obtaining all other NOCs like those of Fire, Aviation and other departments/ offices of Govt./ Semi Govt./ Public Bodies in connection with getting approvals to the plans, commencement of works, completion of works etc.

(m) 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.

(n) 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 covenanted to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work being executed by the contractors under day to day supervision 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 there from, 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. 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.

(c) During the preliminary stage, the Architects shall visit the site, collect all the relevant data, take site particulars, ascertain local authority's building bye- laws, prevailing prices for building materials and 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.

(d) 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 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 / sub-contractors 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. 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.

(e) The Architects shall not make any deviation, alteration, omission from the approved design / plans without the written consent of the Bank. The Architects shall not also undertake, execute or carry out any variations or extra items of works in excess of Rs.25,000/- (Rupees twenty five thousand only) or such amount as the Bank may expressly authorize by separate letter. All variations and extra items allowed within the discretion of the Architects as well as costing Rs.25,000/- and above or the amount authorized shall be referred to the Bank together with the reasons for making such deviations and by furnishing an analysis of the extra cost involved thereby. All orders given to the contractors by the Architects for any authorized deviations from the contract documents shall be in writing and variations orders incorporating the rates and quantities of extra work and omitted items of work in respect of all deviations shall be issued within a fortnight from the date of issue of instructions for deviations but after getting the Bank's approval within the same time. The Architects shall on no account permit the contractors to include cost of variations or extra items of work in the running bill or certify the payments for such variations or extra items till the rates therefore are accepted by the Bank. In case of any additions or variations above Rs.25,000/- are carried out without the prior approval of the Bank, the Bank shall not be liable to pay the contractors for

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

(f) In case any Site Engineer/ 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.

(g) 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.

(h) The Architects shall, within the fees mentioned in clause 5 below, engage a qualified :-
(i) Structural Consultants / Engineer (ii) Electrical Consultants / Engineers (iii) Sanitary and Plumbing / Public Health Consultants, Engineer and (iv) Consultants for special installations like air-conditioning, lifts, generators and 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.

(i) The Architects are supposed to ensure that the disputed / rejected works and the works not sanctioned by the Bank are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of the Bank, the rates quoted by them are not more than the reasonable in case of partly done / substituted / extra items and not more than tendered rates in case of completed tender items, various recoveries / deductions from the bills are properly effected, other recoveries made up to the last running bill in case of each contractor by the Bank to minimize further corrections at the Bank's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by the Bank to the contractors. The Architects shall be responsible for the corrections of the individual measurement, calculations etc. The Architect should also satisfy themselves through their Resident Architect 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 that tender items.

(j) The Architects shall pay an amount limited to 10% of the total payable fees to the Bank or adequate damages for losses caused to the Bank or delay on their part in carrying out the terms of this contract and the architects shall take all necessary precautions and perform all their duties before and during the progress of the work to bring about completion of the work as may be entrusted to them including determining claims of the contractors

due to fault or delay caused by them or their staff, on which question the decision of Bank, is final and binding on the Architects.

(k) If the work of construction of any one or more of the civil engineering works or other works therein be substantially interrupted by force majeure or by reasons of any orders in writing issued by Banks stopping or suspending the work of construction on grounds other than bad / unsound work or installation and / or defective supervision or lack of it or by reason of any undue or unreasonable delay on the part of SBI in the matter of approving of the work done or in the matter of giving such sanction or instruction as may be necessary for the future progress of the work, the firm shall not be liable in any way for the consequent delay in the completion of such work.

(l) 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 will be as per bank's Norm

(m) 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.

(n) 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) herein above.

(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) herein above.

(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.

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) (i) 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 fees 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 equipments 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. up to the stage the work is done by them on the value of works estimated by them initially or on the basis of approved tender for 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.

6. Method of payment :-

For Project costing below Rs.5.0 crore

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, preliminary estimates Architectural design and model, if any, and their approval by the Bank.	1/8 th (12.5%) of the total agreed % of fees on total cost of related work.	1/8 th (12.5%) of the total agreed % of fees on total cost of related work.	It is clarified that estimated of the work at this stage shall also 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 super structural)	1/4 th (25%) of the total% of fees on total cost of related work.	3/8 th (37.5%) 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.	1/8 th (12.5%) of the total% of fees on total cost of related work.	1/2 (50%) of the total fees on total cost of related work.	Here also, as clarified in para (b) above, initially the estimated cost shall be the cost of foundation or/ and super-structure (excluding interior decoration work) when the general building work is in progress. The fees under this (c) stage will be paid later 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.	1/4 th (25%) 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 NMMC / CIDCO / 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.			

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 SiteEngineer/ 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 and final decision of the Bombay 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 be appointment of two arbitrators shall, before taking upon themselves the burden of reference, appoint and umpire.

(III)(i) For the purpose of appointing the (.....) based sole Arbitrator referred to above, the Appointing Authority i.e. the Chief General Manager of (.....was Administrative &BU) of the Bank or on his behalf the Asst. General Manager (Premises),(.....) Administrative &BU 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 works 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 ofbased person who shall all be unconnected with either party. 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.

(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 with-held 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 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.....

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2.

Signature of Managing Partner

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

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SCHEDULE (REF. CLAUSE 1(a) & 2(f) OF THE AGREEMENT

Sl No.	Submission	Period
1.	Submission of Sketch plan & preliminary estimates.	Within 4 (four) weeks from the date of receipt of instructions from the Bank.
2.	Submission of Detailed drawings complete in all respect for the project for approval by the local authority.	Within 2 (two) weeks from the date of receipt of Bank's approval of the sketch plans and preliminary estimates.
3.	Submission of Detailed structural & other drawings and estimates, complete in all respect for the project.	Within (4 four) weeks from the date of receipt of plan approved by the local authority.
4.	Submission of Drawings and Draft tender documents complete in all respect.	Within 2 (two) weeks from the date of receipt of Bank's approval of Detailed estimates.
5.	Submission of Architect's report on the various tenders.	Within 2 (two) weeks from the date of receipt of tenders from the Bank.
6.	Submission of variation orders.	Within a fortnight from the date of receipt of Bank's approval of the variation. In the case of variation costing less than Rs.25, 000/- or the amount authorized, as the case may be, within one week from the date of issue of instructions by the Architects to the contractors.
7.	Other drawings, etc, if any.	Within a reasonable time making for the Smooth running of the work.

signature of the Firm/Vendor/Consultants

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