



State Bank of India
Premises & Estate Department, 1st floor, B Wing
Local Head Office
Moti Mahal Marg, Hazratganj, Lucknow-226001
Phone No. +91 522-2295366, 2295365, 2295361
E-mail: aqmpne.lholuc@sbi.co.in

TENDER ID: LUC20240301

NOTICE INVITING TENDER FOR PRE QUALIFICATION AND SELECTION OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF) FOR PROPOSED CONSTRUCTION OF ADMINISTRATIVE OFFICE AND OTHER OUTFITS ON BANK'S PLOT AT RAM GANGA NAGAR AWASIYA YOJNA, BAREILLY, UTTAR PRADESH

SUBMITTED BY

NAME OF FIRM : _____

ADDRESS : _____

GSTIN NO. : _____

PHONE / MOBILE NO. : _____

E-MAIL ID : _____

TECHNICAL BID (ENVELOPE – I)

NOTICE INVITING EXPRESSION OF INTEREST (EOI) (IN 2 BIDS SYSTEM) FOR PREQUALIFICATION AND SELECTION OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF)

State Bank of India (SBI) invites Expression of Interest (EOI) from reputed and experienced Architectural Firms/ Individual for prequalification of Architectural and Project Management Consultancy firm (APMCF) for selection and engagement through Design Competition for the **Proposed Construction of Administrative Office and other outfits on Bank's plot at Ram Ganga Nagar Awasiya Yojna, Bareilly , Uttar Pradesh.**

Sr.No.	Particulars	Details
1.	Name of work	Architectural and PMC services for the proposed Construction of Administrative Office and other outfits on Bank's plot at Ram Ganga Nagar Awasiya Yojna, Bareilly , Uttar Pradesh. (hereinafter called as "The Project")
2.	Nature of Work	Architectural and Project Management Consultancy (APMC) Services
3.	Time for completion of the Project	36 months
4.	Estimated cost of the project	Rs. 24.25 Crores (Excluding interior furnishing)
5.	Availability of Pre- Qualification Application/EOI/ Tender documents	Available on Bank's website https://bank.sbi/web/sbi-in-the-news/procurement-news and https://etender.sbi/SBI from 21.03.2024 to 15.04.2024
6.	Address for submission of Application/Tenders/EOI design Competition proposals for prequalification and selection of APMCF	Assistant General Manager (P&E) State Bank of India, Local Head Office , 1 st floor , B Wing , Moti Mahal Marg, Hazaratganj, Lucknow -226001
7.	Last date & time for submission of online Technical and Price Bid	15.04.2024 by 03:00 PM To be submitted online on e-tender portal – https://etender.sbi/SBI In addition to submission of Online Technical Bid and price Bid, the Bidder is also required to submit the whole Technical Bid with all supporting documents before due date to the above mentioned address.
8.	Date and Time of opening	

	of Technical Bids.	15.04.2024 at 03:30 PM
9.	Opening of price bids. (Only shortlisted architects)	To be announced after completion of design competition among shortlisted Architects.
10.	Contact Person of e-tender service provider for any clarifications regarding e-tendering procedure, system requirements, digital signature etc.	i)Fahad Khan – 6352631766 fahad@eptl.in ii) Laxmi Karli–Laxmi@eptl.in iii) Abhik Pramanik – 7859800609 / 9081000427 abhik.p@eptl.in iv) jaymeet.rathod@eptl.in v) nandan.v@eptl.in v) Contact no: 9265562819 / 7859800621 / 6352631968 /6352631766 / 6352632098 e-mail: etender.support@sbi.co.in
11.	Submission of Technical Bid (Hard Copy)	(i) In addition to submission of Online Technical Bid and Price Bid, bidder is also required to submit the hardcopy of the Technical Bid with all supporting documents <u>spirally bound securely</u> and in serial order duly indexed and containing all pages duly filled and signed with company seal and date to this office with a forwarding letter by 03.00 PM on 15.04.2024 at the address as mentioned at Sr.No. 6. Failure to submit the Technical Bid in hard copy will automatically disqualify the bidder for further consideration. (ii) Bank will not be responsible for late receipt, damaged or lost in transit etc. and will not entertain any claim whatsoever.

12. Conditional proposals are liable for disqualification.

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

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

15. Only the shortlisted Architectural Firms/Individual shall be invited to participate in the Design Competition date of which will be intimated to them in due course.

16. For any clarifications please contact

- i) Assistant General Manager (Civil), State Bank of India, Local Head Office, 1st floor , B Wing , Moti Mahal Marg, Hazaratganj, Lucknow -226001 Phone No. +91 522-2295366, 2295361.
- ii) Manager (Electrical), State Bank of India, Local Head Office, 1st floor, B Wing, Moti Mahal Marg, Hazaratganj, Lucknow -226001 Phone No. +91 522-2295365, 2295361.

17. Interested Architectural Firms/Individuals fulfilling the prescribed eligibility criteria may upload the Technical Bid and Price Bid on website (<https://etender.sbi/SBI>) and also submit the hardcopy of the Technical bid with supporting documents in securely spiral bounded form **by 3.00 PM on 15.04.2024** to:

Assistant General Manager (P&E)
State Bank of India, Local Head Office, 1st floor, B Wing, Moti Mahal Marg,
Hazaratganj, Lucknow -226001

18. Applications not received in the prescribed format or without supporting documents are liable to be summarily rejected.

Assistant General Manager (P& E)

1. Disclaimer

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

INSTRUCTIONS TO THE BIDDERS/ARCHITECTS

1. **Scope of work:**

Architectural & Project Management Consultancy (APMC) Services for the proposed Construction of Administrative Office and other outfits on Bank's plot at Ram Ganga Nagar Awasiya Yojna , Bareilly (admeasuring approx. 37.98 m x 69.20 m 2628.21 SQM.) Brief outline and broad requirements along with site map is attached to give an idea about the project.
- 1.1. **Site and its location**

Sector-2, Plot no. Office-1, Ram Ganga Nagar Awasiya Yojna, Bareilly, Uttar Pradesh
2. **PQ documents:**
 - 2.1. The work has to be carried out strictly according to the conditions stipulated in the application consisting of the following documents and in the best and most workman like manner.
 - Instructions to Prospective Architects
 - General conditions of Contract
 - Technical Bid
 - Price Bid
 - 2.2. The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below;
 - a. Price Bid
 - b. Technical Bid
 - c. Addendums (if any)
 - d. General conditions of contract
 - e. Instructions to Prospective Architects
 - 2.3. **The tender documents are not transferable.**
3. **Site Visit:**

The Bidders/Architects (APMCF) are advised to obtain all necessary information to participate in the tender process at their own responsibility and cost before entering into a contract for the project. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting the tender.
4. **Signing of contract Documents:**

The selected Bidder/Architect shall be bound to enter into an agreement with the Bank in the prescribed format, within 15 days from the date of receipt of intimation of acceptance of their proposal by SBI. However, even if no such formal agreement is signed, the written acceptance of the offer from the SBI will constitute a binding agreement between the Bank and successful Bidder/Architect.

5. **Completion Period:**

Time is essence of the contract. The Project is proposed to be completed in all respect **within a period of 36 months**. The APMCF has to submit relevant documents / tenders / drawings etc. as per the schedule given in the agreement.

6. **Validity of Price Bid:**

The fees quoted by the bidders shall remain valid and open for acceptance by Bank for a period of 90 days from the date of opening of Price bid. If the tenderer chooses to withdraw their offer during the validity period or makes / intends to make modifications in their original offer, their bid shall be summarily disqualified and no correspondence shall be entertained in this regard.

7. Price Bid of only those shortlisted Bidders/Architects shall be opened who have participated in the proposed Design presentation proving their technical competency and capability in handling similar projects for Central Govt. Dept./State Govt. Dept./Semi Govt. Dept. /PSU/Public sector Banks/Reputed Private Sector Banks.

8. Joint Venture/ Consortium shall not be allowed. The prospective Architectural and Project management consultancy firm (APMCF) should meet the mentioned eligibility criteria themselves.

GENERAL CONDITIONS OF CONTRACT

1. Definitions: -

- 1.1. "Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India and the selected Bidder/Architect as APMCF, together with the documents referred there in including those conditions and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
 - 1.2. In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
 - 1.3. 'Bank' or 'SBI' are used interchangeably shall mean State Bank of India through its Local Head Office, Lucknow situated at Moti Mahal Marg, Hazratganj, Lucknow -226 001 and .
 - 1.4. 'APCMF' or 'Architect' or 'Consultant' are used interchangeably shall mean the individual or firm or company selected and engaged for the project to render architectural and PMC services shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.
2. The Architect must have adequate expertise and experience in planning, designing & implementing / execution of Civil, plumbing , sanitary, water supply, interior & furnishing work , landscaping, Electrical (HT/LT), Air-Conditioning, Lifts/Elevators, DG sets, UPS system, LAN cabling , well verged with the green building parameters, IBMS (CCTV, Public Address System, Fire & Safety Systems and integrating it with Building Management System) and all essential and ancillary works/services required for construction , completion and functioning of multistoried office buildings.

3. Eligibility criteria:

- (i) **Bidders / Architects shall have minimum 07 years' experience as an Architect as on 29.02.2024.** The experience should include all relevant consultancy services for office buildings such as architectural, structural, engineering, Interior and Furnishing , internal and external services such as electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, firefighting / horticulture, EPABX / Networking, rainwater harvesting, sewage treatment plant, recycling of waste water, solar plant installation etc.
- (ii) The Bidders/Architects during **last 7 years ending on 29.02.2024** should have rendered satisfactory professional services (both architectural and PMC) in planning, designing and supervision of similar high-rise building construction projects, from inception to completion stage for at least :

- a. **three** similar work of minimum **Rs.9.70 Crores** each or
- b. **two** similar projects of **minimum Rs.12.13 Crores** each or
- c. **one** similar projects of minimum **Rs.19.40 Crores**

These building projects should be multi-storeyed commercial / institutional building projects and the value of work mentioned is excluding GST.

“Similar Work” under this clause means Planning, Designing and Supervision of Construction of multi-storeyed commercial/ institutional building involving Civil, Plumbing, Sanitary, Interior & Furnishing, Fire Fighting ,Air conditioning, Electrical and Solar Installation work for Central Govt. Dept./State Govt. Dept./ PSU/Public sector Banks/ Reputed Private Sector Bank during last 7 years as on 29.02.2024”.

- (iii) The Proprietor or at least one of the Partners / Directors of the firm should have a valid registration and license as an Architect from “Council of Architecture”, MoEd, Gol.
- (iv) The Bidder /Architect should preferably have a full-fledged office or ready to establish an office within one month in **Lucknow / Bareilly, Uttar Pradesh** and should have adequate number of qualified Architects, Engineers and other personnel on the payroll / establishment of the company and should also have tie up arrangements with reputed registered and licensed surveyors, Architectural firms, Structural consultant, Electrical consultants, Air-conditioning consultant etc.
- (v) The **average annual turnover** of the Bidder /Architect by way of professional fee in last 3 financial years shall not be less than **Rs. 21.83 Lacs (excluding GST)**. Copies of the audited Annual Balance sheet for the last three financial years ending on **31.03.2021, 31.03.2022 and 31.03.2023** should be submitted in support of claims.
- (vi) The Bidders /Architects satisfying the prescribed eligibility criteria shall only become eligible for shortlisting. Clear and legible supporting evidences like photo copies, certificates, documents etc. should be submitted with the bid.
- (vii) The Bidders /Architects should either have their Head / Branch Office in **Lucknow / Bareilly, Uttar Pradesh** (documentary evidence to be submitted) or they should be agreeable to setup an adequate office with in-house capability and infrastructure / expertise to manage such high magnitude specialized projects in **Lucknow / Bareilly, Uttar Pradesh** within1 (one) month from the date of award of contract provided they are qualified for the project through laid down selection process. **An undertaking is to be submitted by the APMCF to this effect along with their application.**
- (viii) The Bidders / Architects shall be responsible and agreeable to engage experts / consultants for all specialized services of the project for which in house expertise is not available with them within the professional fee quoted by them.
- (ix) The Bidders /Architects should have qualified & experienced technical team at their disposal for deployment at the site for day-to-day supervision of the project during the execution of the project from date of commencement of work to handing over of the entire infrastructure to the Bank.
- (x) The Bidders /Architects should have all necessary licenses, permissions, consents, no objection certificates, approvals as required under the law for carrying out its/their business including those envisaged under the scope of this tender.
- (xi) The Bidders /Architects should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.

- (xii) The Bidders /Architects should not have been blacklisted by Govt. of India Organizations / PSU / PSE / Govt. Depts./Pubic Sector Banks/ reputed Private Sector Banks etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory professional services during the last 7 (seven) years. (Self-declaration to be submitted by the APMCF along with their application).
 - (xiii) The APMCF must be a sole entity and not a consortium or joint venture of different entities.
 - (xiv) Merely fulfilling the prescribed eligibility criteria shall not entitle bidders / Architects for shortlisting and invitation for participation in the proposed design competition for the project. The shortlisting as well as final selection of Architect for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous employers etc.
4. The objective of this EOI is to identify and select suitable Architect as APMCF for planning, designing, project management including obtaining all clearances from local authorities concerned etc. as per duties and responsibilities mentioned in this document for the Construction of Administrative office and other outfits on Bank's plot at Ram Ganga Nagar Awasiya Yojna, Bareilly, Uttar Pradesh.

5. **Submission of bids:**

- i. The bids shall be submitted as under:

Technical Bid comprising of this tender document with all annexure duly filled in along with signed copies of the authentic supporting documents to be uploaded on e-tender portal <https://etender.sbi/SBI>. The Bidders are also required to submit the hardcopy of the Technical Bid with all supporting documents spirally bound securely and in serial order duly indexed & containing all pages duly filled & signed with company seal and date to this office with forwarding letter by 15.00hrs on 15/04/2024 at the prescribed address as mentioned in NIT. Failure to submit the Technical Bid in hard copy will automatically disqualify the bidder for future consideration.

ii) The bidders are requested to submit their online price bid in the prescribed format in e-tender portal. No Hardcopy of Price bid is to be submitted.

- iii. The certified/self-attested copies of the supporting documents shall be submitted along with the technical bid.
- iv. All Annexures shall be duly signed by the Bidder / Architect with stamp on each page.
- v. Bid should be submitted strictly as per the formats prescribed in the Annexure to this Notice and bids submitted in any other format shall be summarily rejected.

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

- a) The designated Tender Opening committee will first open Technical Bids and thoroughly scrutinize the documents submitted by the bidders. The bids who fulfil the eligibility criteria will be further evaluated according to the marking matrix on the prescribed parameters as per Annexure-B, Part-A for participating in the design competition.
- b) The top scoring 4 to 5 Bidders/Architects as per the scoring model given in Annexure – B, Part- A will be shortlisted by the Tender Committee for participating in the design competition. However, the Tender Committee at its sole discretion will decide the exact number of bidders to be shortlisted for the design competition.
- c) SBI may consider inspecting the projects and calling for confidential reports from the previous clients of the bidders prior to shortlisting and inviting for Design competition for the project.
- d) The decision of SBI in shortlisting of Architects to be invited for Design competition shall be final and binding on the bidders and no correspondence shall be entertained in this regard.
- e) All shortlisted Bidders / Architects shall be advised to submit their Design presentation comprising of:

Approach paper /conceptual drawings /Plans /Models etc. along with a rough estimate in soft as well as hard copy as per Bank's requirements and completely in compliance with local bye laws, rules and regulations applicable for the purpose at the centre within the specified time line.
- f) The Bidders / Architects submitting the requisite papers/ documents/drawings/Models etc. shall be invited for making a presentation before the Selection Committee constituted by SBI.
- g) The Selection Committee constituted by SBI will evaluate the proposal and the presentation of the proposed approach, methodology and technical capabilities of the Bidders / Architects as per the laid down criteria in Annexure-B, Part-B. The decision of the Committee shall be final and binding on the Bidders.
- h) The online e-Price/Commercial Bid of only those bidders who had participated in the Design Presentation shall be opened.
- i) The Technical Bid (design presentation) and online Commercial/Price Bid will have weightage of 70% and 30% respectively.
- j) The Bidder who score maximum marks put together for technical bid and price bid shall be considered for selection, after techno-commercial evaluation based on 70%

weightage to Technical Parameters and 30% for Financial Bid. An example has been given in Annexure –B regarding evaluation of bids and the bidders are requested to note the process of evaluation of bids.

- k) The parameters for evaluation of Bids are given in Annexure-B (Part-A and Part-B) to this Notice.

7. **Design Competition:**

- a) Bidders shortlisted for participating in Design competition will have to present their scheme of proposals/drawings/plans/visuals/3D Views etc. to the Selection Committee of SBI which will also include independent external members prominent in the field of architecture on the date and time to be advised to them.
- b) Each Bidder will be given maximum 30 minutes time for their presentation. After the presentation the committee members will interact with the presenter to understand the concept and may seek illustrations, supplementations, clarifications etc., if they feel so.
- c) The Bidders will have to attend the design competition at their own expenses. Bank may pay a suitable honorarium as a token of appreciation to those bidders/Architects who have participated in the design competition. However no honorarium will be paid to the bidder who is finally selected by SBI for the project.
- d) The exact date, time and venue for design presentation shall be intimated to shortlisted Bidders separately in due course.
- e) The detailed design perspective will be intimated to the shortlisted bidders in advance to prepare themselves for the design completion in due course.

- 8. Based on the Design presentation, their capability and capacity shall be judged and evaluated on various Parameters and marking matrix as per the scoring model given in **ANNEXURE –B, Part – B** by the Selection committee.

9. **Financial bid**

- a) **The prospective Bidders are required to submit their online Price Bid quoting the total professional fee for the project in the specified format in e-tender portal. No hardcopy of Price bid is to be submitted otherwise it will be summarily rejected.**
- b) The online price Bid of only those shortlisted bidders shall be opened who will participate in the Design Presentation on invitation by SBI.
- c) The price Bid shall be opened after completion of the Design Presentation by the shortlisted bidders and its evaluation by the Selection Committee.

10. **Professional Fee:**

While quoting the total professional fee for the project in the Price Bid, the Bidders / Architects are as advised to consider the following:

- a) The Bidders / Architects are required to quote professional fee (excluding GST) for the Architectural Consultancy Services including Project Management Consultancy Services in the Price Bid.
 - b) The SBI shall be at liberty to entrust the job of Architectural Consultancy and PMC Services to two different agencies within its sole discretion.
 - c) The total professional Fee (i.e. Fee towards Architectural Consultancy Services and PMC) should be quoted as a fixed percentage of Total Project Cost (Excluding cost of items directly procured by the SBI).
 - d) **The maximum limit of professional fees that can be quoted is up to 3% (three percent) of the project cost excluding GST. Fees quoted higher than the maximum limit as stipulated above will be rejected summarily and the bids shall not be considered for further evaluation, even though the bidder might have been shortlisted on Technical parameters and participated in the design competition. No honorarium will also be payable for such bidders.**
- a) No professional fee shall be payable for the bought-out items which are directly procured by the Bank.
 - b) Deduction of TDS as per applicable Income Tax rules prevailing at the time of payment will be made.
 - c) The fees quoted will be for comprehensive APMC (Architectural and Project Management Consultancy) service. Fees quoted only for Architectural consultancy service or only for Project Management Consultancy Service will not be accepted.

11. **Award of Contract:**

- a) The Bidder/Architect which gets highest marks (obtained in technical and price bid put together as per evaluation) will be considered as the prospective APMCF for the project.
 - b) SBI may reject any/all the bids received without assigning any reason whatsoever.
 - c) The award of contractor will be issued to the successful bidder in writing immediately after which the APMCF will assume the assignment.
12. If the performance of the APMCF at any stage of the project is not found satisfactory or in the interest of the Bank, SBI will have the right to terminate the agreement by giving one months' notice and in such an eventuality, no claim for any compensation/Fee for the balance work shall be considered. However, the dues will be settled as per provisions contained in the standard agreement for the purpose, in proportion to the services actually rendered.
13. SBI will have the right to change scheduled date of any event. Revised date will be displayed on our website or communicated separately.

14. Any corrigendum related to the EOI shall be intimated through publication on Bank's website bank.sbi only. The prospective APMCF are requested to visit Procurement News section of Bank's website bank.sbi from time to time till the process of selection of Architect gets over. **No newspaper publication shall be made for corrigendum, if any.**

16. Scope of services:

SBI proposes to engage services of Architectural and Project Management Consultancy Firm (APMCF) for the **Proposed Construction of Administrative Office and other outfits at Bank's plot at Ram Ganga Nagar Awasiya Yojna, Bareilly, Uttar Pradesh**. Building having all required modern amenities and will comply / have features of **'Green' and Energy Efficient Building**. Brief details of the project is attached separately.

- 16.1. Soon after the building plan is cleared by the Development authority / Municipal authority and other Civic authorities SBI intends to commence the work and complete the project in all respects within a maximum time span of **36 months** from the date of commencement.
- 16.2. All works including permission , NOCs, occupation / completion certificate / clearance required to be obtained from Development Authority / Municipal authority / Electricity / water supply and sewage disposal / fire safety /RBI/and other Sate / Central Govt. Deptt / Statutory authorities will have to be obtained by the Consultant and /or give full assistance to the Bank in the process.
- 16.3. The consultant will assume total responsibility for completion of the project in all respect till obtaining of occupation and completion certificate from local Municipal authority within the specified time of 36 months as stated above. The time is the essence of the contract. The duties of the consultant will be governed by the standard agreement to be executed with SBI by the successful Architect.

16.4. The role and responsibilities of the selected APMCF will broadly include :

- i. Preparation of detailed architectural and structural design of the building conforming to Bareilly Development Authority (BDA) building bye laws, latest NBC building standards, relevant IS Codes and Banks requirements, area norms, including foundation design based on soil investigation report.
- ii. Preparation of sketch designs with two/three alternative schemes including carrying out necessary revisions till the sketch designs are finally approved by the Bank, making block estimates, 3D view etc.
- iii. Taking instructions from SBI, visiting site, preparing sketch scheme plans/designs for the project, working drawings, detailed Item Rate estimates supported with take-off sheets and standard Analysis of Rates for all major Items for the project including all services in accordance with standards, regulations, etc. (including carrying out necessary revisions till the designs are finally approved by the SBI).
- iv. Preparation of detailed design of all internal and external services such as electrical, AC, plumbing, water supply, lifts, fire-fighting / horticulture, EPABX / Networking, AV system, parking , RWH, STP , recycling of waste water etc. All drawings will have to be prepared to the specified scale in three colour copies and editable soft copies in Auto CAD format.
- v. Most of the features applicable for 'Green building' such as energy conservation, use of solar and other renewable sources of energy, use of natural light to the maximum extent etc. will have to be taken into account during planning, design, and execution stages which can be rated as green building of at least 'Gold Standard' .

- vi. Preparation of 2/3 alternatives for external façade / elevation /3D view / elevation / its 3D presentation of Visual Walk Through for its approval by SBI.
- vii. Submitting software generated PERT CHART / Bar Chart incorporating all the activities required for the completion of the project in time.
- viii. Preparation of detailed estimates, draft tenders subhead wise with detailed bill of quantities (BOQ) based on approved estimates by SBI based on approved estimate by SBI and full set of tender documents including all terms , conditions , special conditions and standard clauses.
- ix. Calling competitive tenders for soil investigation work for deciding load bearing capacity, minimum depth and type of foundation etc. from specialized and experienced soil investigation firms in consultation with the Bank.
- x. Preparation of subhead-wise item-wise/ detailed estimates based on prevailing market rate analysis, which will include preparation of rate analysis for all major items, take off / quantity sheets.
- xi. Assisting the Bank for pre-qualification and empanelment of contractors for various trades involved in the project by following elaborate procedure / norms laid down by the Bank / CVC guidelines.
- xii. Assisting the Bank in selection of suitable soil consultant for site exploration, conducting field & laboratory soil testing as per standard requirements.
- xiii. Preparing detailed tender documents/notices for various trades including Articles of agreement, special conditions, general conditions of contract, specifications, bill of quantities (BOQ), including detailed analysis of rates based on market rates, time and progress charts, etc. and seeking approval for the same from SBI based on approved estimates by SBI.
- xiv. Calling of competitive tenders each trade-wise at appropriate time from the pre-qualified Contractor. Required sets of tender documents will have to be prepared by the Architect themselves at no extra cost to SBI.
- xv. Detailed scrutiny of the tender received including preparation of the comparative statement etc. and submission of recommendations for acceptance or otherwise, of the tender of successful bidder /contractor, placing of work order etc.
- xvi. Preparation and issuance of 3 sets of detailed Construction drawings to the Contractor well-in-advance so that work is not held up at any point of time for want of the drawings / details. Additional 2 sets of such drawings will have to be issued to SBI for its records. All drawings will also be provided to the Bank in AutoCAD format also.
- xvii. Complete role of Project Management Consultant (PMC) will also be played by APMCF to ensure both qualitative and quantitative aspects of the project and would include day to day supervision of work through a team of various experienced Engineers led by a Project Manager to be posted at the site (within the professional fee) and who will be overall responsible for smooth and timely completion of all works within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the Architect.
- xviii. The PMC service will broadly include day to day supervision through resident architect / Engineer, quality assurance , recording of measurements, verification of running account, final bills of contractors, finalization of accounts, extra / deviated items, rate analysis, maintaining various registers as per CVC / Bank's guidelines at site, preparation of bar chart, CPM networks and its updating for monitoring progress etc. The collection of samples of various materials being used at the site and arranging for

- its testing through approved laboratories / institutes will have to be done and proper record / registers need to be maintained at site.
- xix. Ensuring day to day supervision of works, recording measurements, ensuring daily check on quality and specifications of the work being executed, ensuring on site / laboratory testing of materials as per contractual provisions and maintaining record thereof, ensuring compliance with all other standards etc. by deploying full time qualified Site Engineers (engineering graduate of civil & electrical branch with minimum 5 year site experience) at their own cost within the fee payable.
 - xx. Conducting thorough scrutiny and certification of contractor's bills including on site verification of 100% measurement for its correctness besides certifying execution of quality work strictly as per tender specifications, issuing periodical recommendations and certificates for payments to enable SBI to make payments to the contractor and adjustments of all accounts between the contractor and the SBI.
 - xxi. The APMCF shall assume full responsibility for all works & measurements certified by them. It shall be mandatory on the part of the APMCF to check the measurements of various items to the extent of 100% of each item of work claimed, in each running bill.
 - xxii. The effective communication between various agencies / vendors contractors will have to be ensured by the APMCF. The problems / hindrances / bottlenecks need to be sorted out / removed by arranging site meetings of all concerned including SBI and record of such meetings, decisions taken etc. need to be maintained in a chronological manner kept in a separate register.
 - xxiii. During the defect liability period carrying out periodical inspection along with representatives of SBI and the contractor, preparation of defects list and arrange for its rectification from contractor.
 - xxiv. Preparation of 'As Built' drawings including those for all services and 2 sets of such drawings to be laminated and in the form of a CD/pen drive (soft copy) will have to be prepared and submitted to SBI in Auto CAD format.
 - xxv. The Bank's project comes under Integrity Pact and Technical Audit by the Chief Technical Examiner's (CTE) Organization of Central Vigilance Commission. The APMCF will assist the Bank in submission of reply to CTE's queries, if any and compliance of their observations.
 - xxvi. APMCF shall perform all the services and discharge the obligations with due diligence, efficiency and economy in accordance with the generally accepted professional standards and practices.
 - xxvii. The APMCF shall act as faithful advisor and shall at all time support and safeguard legitimate interests of the SBI.
 - xxviii. The APMCF shall not accept any commission, discount etc. in connection with the activities to benefit himself.
 - xxix. All the activities mentioned in the scope of work shall be carried out in consultation with and approval of SBI team.
 - xxx. The APMCF shall attend to CTE's /CVO's/ IEMs observations if any from time to time till its final disposal and award of arbitration (if any).
 - xxxi. The list of duties mentioned above is only indicative and the APMCF will have to assume full responsibility for timely completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workman like manner in all respects till its occupation within the agreed time schedule and cost by

following laid down norms / procedure of SBI and guidelines of CVC in an open and transparent manner to the satisfaction of the Bank and towards achieving this goal whatever is required to be done will have to be arranged by the consulting firm with the approval of SBI.

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

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

ii) **Contract Agreement:**

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

18. **Assignment and subletting**

The APMCF shall not directly or indirectly entrust, engage, transfer, assign or underlet the Contract or any part or share thereof or interest therein to any other Architects without the prior written permission of SBI and any such permitted assignment / transfer shall not relieve the APMCF from their responsibility of active & superintendence of the work during its progress. Wherever, the in-house expertise is not available with the Principal Architects, they shall engage professionally qualified Consultants for Structural / Electrical / Lifts / Firefighting / HVAC and other similar specialized professional service required for the project within the approved professional Fee as per agreement. However, responsibility in all matters pertaining to the project shall remain with APMCF.

19. **No compensation on restrictions of work**

The SBI shall be at liberty to abandon or reduce the scope of professional services of the APMCF for the reasons whatsoever including unsatisfactory performance or inordinate delay in rendering professional services in the project. In such an eventuality, the Architect shall have no right to claim any payment/ compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Nothing herein above shall affect the right of SBI to recover damages from the APMCF for the loss, if any, caused to SBI on account of their failure to deliver the Services or unsatisfactory performance or inordinate delay in rendering the Services or failure to discharge/perform responsibilities under the Contract awarded to them.

20. **Fraud and Corrupt Practices**

- 20.1. The Architects / Bidders and their respective employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the SBI shall reject the Bid / Application of Architects / Bidders without being liable in any manner whatsoever to the APMCF, if it determines that they have, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the bidding process.
- 20.2. Without prejudice to the rights of the SBI hereinabove, if an Architect is found by the SBI to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the bidding process or during any course of the project, such APMCF shall not be eligible to participate in any EOI/Tender issued by the SBI during the next period as decided by the SBI.
- 20.3. If the APMCF to whom the Contract is awarded has been found by SBI to have indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices as above, SBI shall have the right to terminate without any notice the Contract awarded to them, without being liable in any manner whatsoever to the APMCF and to also take punitive / legal action against said Architect, including but not limited to blacklisting him in all future dealings / tender process of SBI.
- 20.4. For the purposes of the above Clauses, the following terms shall have the meaning hereinafter, respectively assigned to them:
- a. **“Corrupt practice”** means
- (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the SBI who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Intent or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SBI, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or
 - (ii) Engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Intent or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Intent or the Agreement, who at any time has been or is a legal, financial or technical adviser of the SBI in relation to any matter concerning the Project.
- b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.
- c. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process.

d. **“Undesirable practice”** means

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

e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among APMCF with the objective of restricting or manipulating a full and fair competition in the Bidding Process/ Techno commercial evaluation of the contractor.

21. Termination for Default

21.1. The SBI, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the APMCF may terminate the Contract in whole or in part:

- a. If the APMCF fails to deliver any of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the SBI; or
- b. If the APMCF fails to perform any other obligation(s) under the contract; or
- c. Laxity in adherence to standards laid down by the SBI; or
- d. Discrepancies/deviations in the agreed processes or
- e. Violations of terms and conditions stipulated in this Tender.
- f. If the APMCF fails to procure mandatory permissions from the various local authorities within a reasonable time not exceeding 6 months and renewal of existing permissions from the respective local authorities within 45 days from the date of receipt approval of sketch scheme plans/instructions from the SBI to do so.
- g. If the APMCF fails to open their office locally at **Lucknow / Bareilly, Uttar Pradesh** within the time line specified in this Tender.

21.2. In the event the SBI terminates the Contract in whole or in part for the breaches attributable to the APMCF, the SBI may engage, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, at the cost of APMCF and shall be liable to the SBI for any increase in cost for such similar Services. However, the APMCF shall continue to provide all their professional services to the extent same are not terminated as per agreement.

21.3. If the contract is terminated under any termination clause, the APMCF shall handover all design documents/ executable/ SBI's data or any other relevant information to the SBI in timely manner and in proper format/soft copies as well as hard copies as per scope and shall also support the orderly transition to another APMCF or to the SBI as decided by the SBI.

21.4. During the transition, the APMCF shall also support the SBI on technical queries/support on process implementation.

- 21.5. The SBI's right to terminate the Contract will be in addition to the penalties and other actions as deemed fit.
- 21.6. In the event of failure of APMCF to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the SBI at its sole discretion may make alternate arrangement for getting the Services contracted with another Architects as new APMCF. In such case, the SBI shall give prior notice to the existing APMCF. The existing APMCF shall continue to provide services as per the terms of Contract until a 'New APMCF completely takes over the work. During the transition phase, the existing APMCF shall render all reasonable assistance to the new APMCF within such period prescribed by the SBI, at no additional cost to the SBI, for ensuring smooth switch over and continuity of services.
- 21.7. Nothing herein above shall affect the right of the Bank to recover damages from the APMCF for loss, if any, caused to the Bank on account of failure of APMCF to deliver the Services or unsatisfactory performance or inordinate delay on the part of APMCF in rendering the Services or failure of APMCF to discharge/perform the responsibilities under the Contract awarded to them.

22. Force Majeure

- 22.1. Neither the APMCF nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- 22.2. As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 22.3. From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 22.4. Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

23. Termination for Insolvency

The SBI may, at any time, terminate the Contract by giving written notice to the APMCF, if the Architects becomes Bankrupt or insolvent or any application for Bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the APMCF, provided that such

termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the SBI.

24. Termination for Convenience

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

25. Governing Language

The governing language shall be English.

26. Taxes and Duties

- 26.1. The APMCF shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the APMCF shall include all such taxes (excluding GST) in the approved professional Fee.
- 26.2. Price Bid quoted should be inclusive of all Central / State Government taxes/duties and levies but exclusive of GST.
- 26.3. Fee payable to the APMCF as stated in the Agreement shall be firm and not subject to adjustment during execution of the Project, irrespective of reasons whatsoever, including exchange rate fluctuations etc.
- 26.4. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this process shall be borne by the APMCF.

27. Tax deduction at Source

- 27.1. Wherever laws and regulations that require deduction of such taxes at the source of payment, the SBI shall affect such deductions from the payment due to the APMCF. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by SBI as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the APMCF from his responsibility to pay any tax that may be levied in India on income and profits made by the APMCF in respect of this contract.
- 27.2. The APMCF staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the APMCF shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

28. Notices

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

29. Compliance with Laws

It shall be the sole responsibility of APMCF to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by APMCF as envisaged under this.

APMCF shall also procure and maintain all necessary licenses, permissions, approvals from the relevant authorities, if necessary, under the applicable laws towards its Services throughout the currency of the Contract.

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

30. Non-Hire and Non-Solicitation

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

31. No Employee-Employer relationship

The persons deployed/engaged by the APMCF for rendering the Services under the Contract shall be the employees of APMCF for all intents and purposes and that the persons so deployed shall remain under the control and administration of the APMCF and in no case, a relationship of employer and employee between the said employee and SBI shall accrue/ arise implicitly or explicitly.

Signed as token of acceptance

Signature of APMCF with seal

Date:

Place:

FORMAT FOR AGREEMENT BETWEEN THE BANK AND APMCF
STATE BANK OF INDIA
PREMISES & ESTATE DEPARTMENT
AND

M/s.

TOWARDS

ARCHITECTURAL AND PROJECT MONITORING CONSULTANCY SERVICES FOR
PROPOSED CONSTRUCTION OF _____ OF S.B.I.

This agreement made theday of -----
..... between AGM (P&E), State Bank of India, Local Head Office, Moti
Mahal Marg, Hazratganj, Lucknow 226001 (hereinafter called the Bank or SBI) which
expression shall include the successors and assigns) of the one part and M/s.
.....proprietor/
company / partnership for registered under the Indian Companies Act/ Partnership Act having
its registered office.....
(hereinafter called 'the APMCF' 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 APMCF for the said building (hereinafter called the 'said works') and whereas the
APMCF have accepted the said appointment by their letter
No..... dated..... Now, therefore, this
agreement witness that the said M/s..... are hereby appointed as
APMCF for construction of the said buildings above referred to on the following terms and
conditions:

1. APMCF's Services:

The APMCF 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, firefighting, telephone, public address system, computer installations, interior decoration/ site preparation work etc.(as may be included / required by the Bank in the APMCF 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 APMCF would be given full scope to make suggestions in the best interest of the said works, the APMCF shall amend / change the same suitably if so desired by the Bank. The APMCF 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 APMCF shall get all these detailed drawings and cost estimates approved by the Bank after making necessary changes/ amendment etc. is so, desired by the Bank.

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

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

It is clearly understood that the site Engineers engaged by the APMCF will do day to day supervision and ensure 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 by 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 Bank. The APMCF will involve themselves 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 APMCF shall do the monitoring of the project at site and assisting the Bank in scrutiny of the recommendations, reports, plans, estimates etc. with a view to take the decisions in the matters at the Bank's end. It is expected that the APMCF and 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, 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, even with the contractors. Presence of Bank's Engineers / officials at site and involvement in the work shall not absolve the APMCF in any manner from those responsibilities. However, in the event of any dispute arising out due to difference between the opinion of the Bank's Engineer and the APMCF, the decision of the Bank shall be final and binding on the APMCF (and contractors as well).

Normally, the work rejected by the Bank's Engineers or the rates and /or quantities reduced by them shall not be disputed by the APMCF.

(j) Detailed measurements to be checked by the APMCF, 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 APMCF 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 APMCF shall be as under (failing which the APMCF may be penalized)

- Running bill within 15 days
- Final bill within one month

(k) Submitting report to the Bank after verification of 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 APMCF shall be also fully responsible for obtaining all other NOCs like those of Fire, Aviation and any other departments/ offices of Govt./ Semi Govt./ Public Bodies in connection with getting approvals to the plans, commencement of works, completion of works etc.

(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 APMCF and not included in any of the items referred to above.

2. Conditions of Engagement:

a) The APMCF 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 APMCF shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenant to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work being executed by the contractors under day to day supervision of the resident Architect / Engineer is in accordance with the architectural working drawings and the finishes etc. as provided for by them. In the event of their finding out/ observing any deviations therefrom, they shall immediately bring it to the notice of the Contractor's representative at

the site and write to the contractors for rectification of the same. All such letters addressed to the contractors by the APMCF shall be routed, without exception through the Bank so that if there is any point of difference or there is any genuine technical / administrative / contractual difficulty in following the APMCF's directions, the contractor can first talk to the APMCF and or to the Bank before the APMCF's letter/s reach to the contractors. Simultaneously, copies of all such correspondence with the Contractors shall be sent to the Bank by the APMCF periodically.

APMCF's overall responsibility will continue during the defect liability period to see that the contractors 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. APMCF will take the responsibility themselves. Contractors shall be authorized to write to the APMCF, if they find any discrepancy in the drawings, specification or the APMCF's instructions or any drawings, details, clarifications required for speedy implementation of the works are pending from the APMCF's offices.

During the preliminary stage, the APMCF 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 APMCF shall arrange 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.

c) The APMCF shall co-ordinate all their activities during the detailed planning and tendering stage and in case other consultants are separately appointed by the Bank, the APMCF 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 an expeditious manner and in accordance with the programme drawn up. For this purpose, the APMCF shall attend the weekly / fortnightly joint meetings of the Bank, the APMCF, all the concerned consultant, contractors / sub-contractors and prepare joint minutes of the discussion / instructions at such meetings with a view to co-ordinate the work of the resident Architect Engineer or contractors / sub-contractors to avoid delays.

d) 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 APMCF and the APMCF will oversee all these activities and follow up with the contractors through their resident Architect at site to ensure timely and quality work as provided in the agreement.

e) The APMCF shall not make any deviation, alteration, omission from the approved design / plans without the written consent of the Bank. The APMCF 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 APMCF 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 APMCF 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 APMCF 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 APMCF shall also not be entitled as a right to claim fees for such additional or deviated items of works.

f) The APMCF's representative at site shall remain in daily touch with the contractors and ascertain from them whether any excesses over sanctioned cost is anticipated and / or has already occurred. The APMCF 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 APMCF shall also prepare a revised cost estimate for Bank's approval with assistance from / in consultation with the said PMC.

g) The APMCF shall engage (within the fees mentioned in clause 5 below) 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 works.

h) The APMCF shall, within the fees mentioned in clause 5 below, engage a qualified:-

(i) Structural Consultants / Engineer (ii) Electrical Consultants / Engineers (iii) Sanitary and Plumbing / Public Health Consultants, Engineer and (iv) Consultants for special installations like air-conditioning, lifts, generators and firefighting installations, landscaping, interior works etc. to assist them in their works. The remuneration, fees of Resident Architect and his required assistants / consultants / Engineers appointed under clauses (i) and (j) shall be paid by the APMCF who shall also be responsible for all the work, actions, omissions, etc. of any such Resident Architect and his assistants / Consultants / Engineers

i) The APMCF 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 APMCF shall be responsible for the corrections of the individual measurement, calculations etc. The APCMF 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. The Resident Architect/ Engineer or his assistant at the site will remain associated with 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 APMCF shall pay an amount limited to 10% of the total payable fees to the Bank for adequate damages for losses caused to the Bank or delay on their part in carrying out the terms of this contract and the APMCF 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 APMCF.

k) If the work of construction of any one or more of the civil engineering works or other works therein be substantially interrupted by force majeure or by reasons of any orders in writing issued by Bank stopping or suspending the work of construction on grounds other

than bad / unsound work or installation and / or defective supervision or lack of it or by reason of any undue or unreasonable delay on the part of SBI in the matter of approving of the work done or in the matter of giving such sanction or instruction as may be necessary for the future progress of the work, the firm shall not be liable in any way for the consequent delay in the completion of such work.

l) The Bank may require the APMCF 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 APMCF, 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 APMCF and their Junior staff/associates, whenever they visit places other than their Head Quarters (i.e SBI, Local Head Office, Lucknow). 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 APMCF and their junior staff/associates is as under:

Traveling Expenses to the APMCF and Consultants:

Sr. No.	Visit undertaken by	Halting allowance	Traveling allowance
i)	Senior Partner / Senior Associates of the APMCF when the visit is undertaken with the prior approval of the Bank	Similar to entitlement of AGM (SMGS-V)	Single return Air fare (Economy Class) / Train (AC 2 tier /First Class) fare per person (as per actual).
(ii)	Junior staff of APMCF / other associates/ Consultants	Similar to entitlement of Manager (MMGS-III)	Single return Train (AC 2 Tier/ First Class) fare per person (as per actual).

(n) 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 APMCF 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 APMCF for compliance. The APMCF 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 APMCF shall, assist the Bank from time by drafting suitable replies in consultation with the legal advisers and protect the interest of the Bank.

(o) The APMCF 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 APMCF 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 APMCF in addition to this the APMCF 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 APMCF 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 APMCF appointment and consequences thereof on account of any excess / wrong payment, if any, certified / recommended by the APMCF for payments to the contractors, are liable for the payment of damages mentioned in paragraph 2 (j) hereinabove.

(b) If the APMCF 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 APMCF, then the Agreement shall stand terminated, subject to the clause 3(a) hereinabove.

(c) (i) If the APMCF 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 its sole discretion or

(ii) In case there is any change in the constitution of the company / firm of the APMCF for any reason whatsoever, the Bank shall be entitled to terminate this agreement without giving notice and entrust the work to some other APMCF.

(d) In case of termination under sub-clause (a), (b) or (c) above, the APMCF 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 APMCF on the basis of actual work and as per the provision in this agreement shall be final and binding on the APMCF.

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

4. Transfer of Interests

i) The APMCF shall not assign, sublet or transfer their interest in this agreement, without the prior written consent it of the Bank.

ii) Whether the firm is partnership firm or a company, no change in the constitution of such partnership or no change in the constitution of Board of Directors of the company shall be made without the prior approval of SBI.

5. Scale of Charges

(a) The Bank shall pay to the APMCF as remuneration for the services to be rendered by the APMCF in relation to the said works, and in particular for the services herein before mentioned, a fee calculated at the rate ofPercent (.....percent) of 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 APMCF shall not be paid any fees on the total value of such installations. Similarly, no fee is payable on the cost of equipment for air-conditioning, lifts, computers etc., supply of which is directly arranged by the Bank.

(c) The APMCF 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 APMCF 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 APMCF 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.

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

(A) 70% of the total fees payable for the architectural services

Sr. No.	Services to be recorded	Subject to clarifications under columns fees payments	Up to stage total cumulative fees payments	Remarks/ Clarifications
(1)	(2)	(3)	(4)	(5)
(a)	After completion of sketch plans, Architectural design and model, if any, and their approval by the Bank.	1/16th (6.25%) of the total agreed % of fees on total cost of related work.	1/16th (6.25%) of the total agreed % of fees on total cost of related work.	It is clarified that estimated of the work at this stage shall include cost of interior work only if the sketch plans include the detailed department-wise final layout plans for all floor for computerized office. As otherwise, the fees for the sketch plans for interior work will be paid later on when the sketch plans are approved by the Bank.
(b)	After completion of working drawings & detailed estimates to the satisfaction of the Bank including Architectural & structural drawing & all drawings pertaining to the various specialist services & their approval by the Municipal Corporation or other authorities & Pre-qualifications of contractors for main civil work (foundation as well as super structural)	1/8th (12.5%) of the total% of fees on total cost of related work.	3/16th (18.75%) of the total% of fees on total cost of related work.	If the civil work is executed in two stages i.e., foundation & plinth or pile foundation one stage and super structure as second stage, assessed cost for each work will be the basis for release of payment. The fees for detailed plans & estimates for interior work shall be paid later on when these are received & approved by the Bank.50% of the fees payable for this

				stage may, however, be paid on completion and approval by the Municipal or other authority of all drawings pertaining of civil work & completion of prequalification work of civil contractors separately or together for foundation & super structure civil work (on the estimated cost excluding interior work).
(c)	After preparation of contract documents including tenders, issue of tender notices in respect of all trades, submission of recommendations to the Bank and execution of the contract documents for various trades.	1/16th (6.25%) of the total% of fees on total cost of related work.	On 1/4th (25%) of the total fees on total cost of related work.	Here also, as clarified in para (b) above, initially the estimated cost shall be the cost of foundation or/ and super-structure (excluding interior decoration work) when the general building work is in progress. The fees under this (c) stage will be paid later 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 pa	1/2th (50%) of the total% of fees on total	3/4th (75%) of the total fees on total cost of related work	-----

(d2)	On final completion of the project & closing of accounts including obtaining occupation certificate from Bareilly Municipality Corporation / BDA / Fire authority / water connection authority / electrical connection authority / gas connection authority and / or any other authority / Board connected with the occupation of building.	1/8th (12.5%) of the total% of fees on total cost of related work.	7/8th (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.	1/8th (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.			

(B) 30% of the total fees payable for the PMC service

- (a) Up to maximum 90% of the payment will be made within 15 days of the payment of the contractors’ bill. The payment will be made in stages in proportion with the value of the work executed.
- (b) 5% of the payment will be released after settlement of final bills of all the contractors including PVA bills, extra work bill, any other claims etc.
- (c) 5% of the payment will be released after expiry of the defect liability period of all the contractors or after attending to the CTE’s observations, if any, till its final disposal and award of arbitration, if any, whatever is later.

7. Visit to the Site

In addition to the stationed qualified Resident Architect /Engineer and one or two of his assistants as the APMCF may consider necessary to support him, the Architect 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 APMCF, the APMCF 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 APMCF' earlier given architectural / structural drawings are required to be altered / demolished because of mistakes at the APMCF / their consultants and the APMCF 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 APMCF 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 APMCF shall, closely follow up and keep the account of the progress made and arrange to solve the bottle necks, if any, and clarify the doubts / details, if any required by the Site Engineer/ PMC / contractors through their Resident Architect/ Engineer and his assistants at site. If necessary, they should write to the Site Engineer/ PMC under advice to the Bank about time lag in the works and suggest improvements / course of action for PMC's consideration. Similarly, if the Site Engineer/ PMC is engaged, they will be authorized to write to the APMCF about their requirements like drawings, details, clarifications, discrepancies etc. if any, at APMCF end.

c) It is agreed by the Bank and the APMCF that the total recoveries / adjustments on account of delays / mistakes except in case of structural failure, at APMCF's end and any other account from the APMCF 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 APMCF 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 APMCF and / or their structural consultants, the APMCF 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 APMCF 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 APMCF and Site Engineer / PMC as well.

ii) If any dispute, difference, or question shall at any time arise between the APMCF and the Employer as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that state in (I) above or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works, except in respect of the matters for which it is provided herein, that the decision of the Employer is final and binding, the same shall be referred to the Arbitration for settlement of disputes and final decision of the arbitrator to be agreed upon and appointed by both the parties.

iii) For the purpose of appointing the (.....) based sole Arbitrator referred to above, the Appointing Authority i.e. the Chief General Manager of (.....local Head Office) of the Bank or on his behalf the Asst. General Manager (Premises),(.....)Local Head Office will send within thirty days of receipt by him of the written notice aforesaid to the APMCF a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc.

iv) The APMCF 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 APMCF fail to communicate such selective as provided above within the period Specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

v) If the Appointing Authority fails to send to the APMCF the panel of three names as aforesaid within the period specified, the APMCF shall send to the Appointing Authority a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. The Appointing Authority shall on receipt of the names of the aforesaid persons and appoint his as the sole Arbitrator within 30 days of receipt by him of the panel and inform the APMCF accordingly. If the Appointing Authority fails to do so, the APMCF shall be entitled to appoint one of the three persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.

vi) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.

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

viii) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

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

x) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

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

This agreement executed the day and year first written above.

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

Signed _____ and _____ delivered _____ by _____ within _____ name

1. _____ 2. _____ Signature of Authorized person

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

- 1.
- 2.

TIMELINES FOR COMPLETION OF MILESTONES

Sl. No	Submission	Timeline
1.	Submission of sketch plan, block estimate, architectural design and project report.	Within 4 weeks from the date of receipt of Bank's instructions
2	Submission of detailed drawings complete in all respect for the project for approval by local authorities.	Within 2 weeks from the date of receipt of Bank's approval of sketch plans and preliminary estimates
3.	Submission of detailed structural, architectural, electrical, plumbing and all other service drawings and detailed estimates, rate analysis, take out sheets etc. complete in all respect.	Within 4 weeks from the date of receipt of plan approved by local authority
4.	Submission of Drawings and draft tender documents complete in all respect.	Within 2 weeks of Bank's approval of detailed estimate
5.	Submission of report / recommendation on various tenders	Within 2 weeks from the opening of tenders by the Bank.
6.	Submission of variation orders.	Within a fortnight from the date of receipt of Bank's approval of the variation. In 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 APMCF to the contractors.
7.	Other drawings, etc. if any.	Within reasonable time keeping in view the tender clauses & completion schedule.

PART –A.**EVALUATION OF TECHNICAL BIDS FOR SHORTLISTING OF BIDDERS
(BEFORE DESIGN COMPETITION)****(TOTAL MARKS-100)**

The Technical bids who fulfil the Eligibility Criteria will be evaluated on the basis of the following parameters for shortlisting to participate in design competition-

Sr.No.	Broad parameters and marks assigned	Maximum Marks	Marks awarded
1	Experience as Architect as on 29.02.2024 a) minimum 7 years	5	
	b) 7 to 10 years	10	
	c) 10 to 15 years	15	
	d) more than 15 years	20	
2	Maximum value (Project Cost) of any single project handled in the last 7 years as on 29.02.2024 a) Minimum 10 crores	5	
	b) More than 10 crores and up to 15 Crores	10	
	c) More than 15 crores and up to 25 Crores	15	
	d) More than 25 crores	20	
3	Experience of firm on PMC service as on 29.02.2024 (Project value 24 Cr and above) a) Minimum 1 project	10	
	b) 2 projects	20	
	c) 3 projects and above	30	
4	Architectural service rendered where Green / energy efficient building certification issued by IGBC/LEED/GRIHA is achieved during last 7 years as on 29.02.2024 a) Gold rating	5	
	b) Platinum rating	10	
5	Having main / head office either in Lucknow or in Bareilly, UP a) Yes	10	
	b) No	0	
6	Awards / accolades / appreciation / recognition received from Govt. / semi Govt / PSU/ Bank etc. for any outstanding work during last 7 years as on 29.02.2024 a) Yes	10	
	b) No	0	
		TOTAL=100	

Note : All the above information should be supported with relevant documentary evidence

PART – B.

EVALUATION OF DESIGN PRESENTATION MADE BY SHORTLISTED BIDDERS
(TOTAL MARKS 100)

Sr. No.	Broad parameters	Maximum Marks	Marks awarded
1	<u>Design concept of project</u> Architectural & Green building features, elevation & perspectives, preliminary structural layout plan, podium level plan and typical floor plan indicating furniture layout, other amenities specifications and approximate estimated cost	50	
2	<u>Statutory Approvals</u> Capability / experience in obtaining statutory approvals / liaison with local Government authorities and estimated time limit specified for the same.	10	
3	<u>PMC Services</u> (a) Road map and in house capability for preparation of detailed architectural structural and services design / working drawings and subhead-wise / item-wise estimates / draft tenders etc.	10	
4	(b) Capability/ Experience in Project Management Services (PMC) in handling large multi-storeyed projects, available in house infrastructure. Time estimate, Bar chart for completion of the project.	20	
5	Experience with PSUs / Banks and handling CVC matters	5	
6	Clarity of presentation	5	
	TOTAL	100	

Process of Selection:

The APMCF who score maximum marks in inter-se-merit put together for technical bid and price bid both together shall be considered for selection.

The marks evaluated in the design Presentation shall be converted in 70 marks. In Technical bid, the highest scorer shall be allotted full weightage of 70.

Marks in the price bid will be evaluated as under:

In price bid, the offer with the lowest fee structure shall be treated as best scorer and shall be accorded **30 marks**.

Upper limit of the quoted fee is 3.0% of the Total Project Cost (exclusive of taxes)

- **EXAMPLE IS GIVEN BELOW:**
- Suppose three applicants viz. A,B,&C are shortlisted based on the PQ criteria , scrutiny of documents and site visit (optional) for participating in the design competition and they scored marks (out of 100) in the design completion as under:
 - A – 95 marks;
 - B – 90 marks;
 - C – 85 marks
- As ‘A’ secured highest marks in technical evaluation, to work out percentile score, following will be the calculation:
 - A : $(95/95) \times 100 = 100$
 - B : $(90/95) \times 100 = 94.73$
 - C : $(85/95) \times 100 = 89.47$
- Now that technical bids are evaluated, online financial bids will be opened.
- Suppose, financial quotes of the above three bidders are as follows:
 - A : 3.00%
 - B : 2.50%
 - C : 2.10%
- As ‘C’ has quoted lowest price, to work out percentile score, following will be the calculation:
 - C : $(2.10/2.10) \times 100 = 100$
 - B : $(2.10/2.50) \times 100 = 84$
 - A : $(2.10/3.00) \times 100 = 70$

- The proportion of technical score to financial score is specified as 70:30. Therefore the final scores will be worked out as follows:

- A : $(100 \times 0.70) + (70 \times 0.30)$ = 91.00
- B : $(94.73 \times 0.70) + (84 \times 0.30)$ = 91.51
- C : $(89.47 \times 0.70) + (100 \times 0.30)$ = 92.63

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

We have read and understood the above mentioned prequalification criteria and evaluation of proposals/bids and shall abide by the same.

Signature of the Applicant with Seal

Name:.....

Place:.....

Date:

FIRM - PROFILE

TENDER NOTICE FOR PRE QUALIFICATION FOR SELECTION OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF) FOR PROPOSED CONSTRUCTION OF ADMINISTRATIVE OFFICE AND OTHER OUTFITS ON BANK'S PLOT AT RAM GANGA NAGAR AWASIYA YOJNA, BAREILLY, UTTAR PRADESH.

sl.no	Particulars		
1	Name of the Firm		
2	Address		
3	Telephone No. with STD code & Mobile Number(s)		
4	E-mail address		
5	Alternate e-mail address (IF ANY)		
6	Constitution of the Firm (Proprietorship / Partnership / Private Limited Company / Public Limited Company / Others		
7	Year of Establishment (Documentary evidence to be attached)		
8	Name of proprietor / Partners / Directors		
9	Registration Number with the Council of Architecture (COA) / Indian Institute of Architects (IIA) (Copy of documents to be attached)		
10	Details of GST registration (Copy of document to be attached)		
11	Amount of year wise GST paid during last 3 financial years (Documentary evidence / CA certificate to be attached)	Year ended on	GST paid
		31.03.2021	
		31.03.2022	
		31.03.2023	

12	Turnover of the firm during last 3 years (amount in lacs) (Audited balance sheet / CA certificate to be attached)	Year ended on		Amount
		31.03.2021		
		31.03.2022		
		31.03.2023		
13	Name & value of major building project completed during last 7 years ending on 29.02.2024 (Details to be given in Annexure –F)			
14	Name & value of major building project in hand (Details to be given in Annexure –G).			
15	Name & value of major project other than building project in hand (Details to be given in Annexure –H).			
16	Number of professionals employed (Details as per Annexure –D & E)	Architects	Engineers	Others
17	Details of consultants engaged by the firm (Name, address, email , telephone number etc. to be provided) (Use separate sheet , if necessary			
18	If firm is not having office in Lucknow / Bareilly please submit an undertaking to open the same within one month from the date of engagement by Bank			
19	Details of Bank account of firm			
20	Latest Income Tax Clearance Certificate (Please attach a copy)			
21	Details of registration / empanelment with other organizations / Bank			
22	List of work orders, completion certificate etc. issued by the clients for completed and in hand projects. (Please attach copies)			
23	Participation in competitions and details of award received , if any			
24	Details of arbitrations / lawsuits during last 7 years ending on 29.02.2024 , if any			

BIO-DATA OF THE PARTNERS / DIRECTORS

TENDER NOTICE FOR PRE QUALIFICATION FOR SELECTION OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF) FOR PROPOSED CONSTRUCTION OF ADMINISTRATIVE OFFICE AND OTHER OUTFITS ON BANK'S PLOT AT RAM GANGA NAGAR AWASIYA YOJNA, BAREILLY, UTTAR PRADESH

Use separate form for each partner/director

1	Name and email id	
2	Designation/position	
3	Associated with the firm since	
4	Date of Birth / Age as on 29.02.2024	
5	Professional Qualification	
6	Professional Experience	
7	Professional Affiliation	
8	Details of Membership	
9	Detail of the papers published in magazine / journals (Please attach copy)	
10	Details of international / national level seminar / conclave attended during last 7 years as on 29.02.2024 , if any (Please attach documentary evidence)	

Signature of the APMCF with seal

Date:

Place:

BIO-DATA OF TECHNICAL STAFF (ARCHITECTS/ ENGINEER)

TENDER NOTICE FOR PRE QUALIFICATION FOR SELECTION OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF) FOR PROPOSED CONSTRUCTION OF ADMINISTRATIVE OFFICE AND OTHER OUTFITS ON BANK'S PLOT AT RAM GANGA NAGAR AWASIYA YOJNA, BAREILLY, UTTAR PRADESH

Use separate sheet for each architect / engineer/others

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

Signature of the APMCF with Seal

Date:

Place:

DETAIL OF MAJOR BUILDING PROJECT
COMPLETED DURING THE LAST 7 YEARS (AS ON 29.02.2024)

- Use separate sheet for each work.
- Use additional sheets if necessary

1	Name and address of the Client	
2	Client's status like Public Sector Organization / Public Sector Bank/ Government Department	
3	Name and address of the Project	
4	Role of consultant as architect / PMC	
5	Estimated value of project (Rs in Cr)	
6	Final value of Project (Rs in Cr)	
7	Date of start of project	
8	Scheduled date of completion of project	
9	Actual date of completion of project	
10	Reasons of cost/ time over run, if any	
11	Number of floors including basement if any	
12	Height of building from ground (in meters)	
13	Built up area in Sqm	
14	Green building certification, if any	

Note:

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

Signature of the APMCF with Seal

Date:

Place:

ANNEXURE – G

LIST OF MAJOR BUILDING PROJECTS IN HAND AS ON 29.02.2024

(Use additional sheets if necessary)

Sr. No.	Name of the client	Nature of work	Features of green building and modern amenities provided	Location of the building / municipal limits	Estimated Value	Area in Sq.ft.	Height of the building	Present position	Scheduled date of completion	Remarks
1	2	3	4	5	6	7	8	9	10	11

Signature of the APMCF with Seal

Date:

Place:

LIST OF MAJOR PROJECTS (OTHER THAN BUILDING PROJECTS) IN HAND AS ON
29.02.2024

(Use additional sheets if necessary)

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

Signature of the APMCF with Seal

Date:

Place:

LETTER OF UNDERTAKING

Assistant General Manager (P&E)
SBI Local Head Office
Moti Mahal Marg
Hazratganj, Lucknow -226 001

Dear Sir,

TENDER NOTICE FOR PRE QUALIFICATION FOR SELECTION OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY FIRM (APMCF) FOR PROPOSED CONSTRUCTION OF ADMINISTRATIVE OFFICE AND OTHER OUTFITS ON BANK'S PLOT AT RAM GANGA NAGAR AWASIYA YOJNA, BAREILLY, UTTAR PRADESH

We refer to your Tender Notice for the captioned project.

We have examined and clearly understood the scope of services to be rendered by us in respect of the proposed construction of Administrative Office and other outfits on Bank's plot at Ram Ganga Nagar Awasiya Yojna, Bareilly, Uttar Pradesh.

We offer to provide our comprehensive professional services as Architectural and Project Management Consultancy Firm (APMCF) for the captioned project strictly in accordance with the scope of work and detailed terms and conditions of the Tender.

We hereunder confirm and undertake that

1. We have adequate experience in providing professional services for Planning, Designing and Supervision of all activities and services pertaining to construction of multistoried commercial, institutional, modern office buildings and similar other projects. We are well versed with building bye laws, IS code provisions, green building parameters, fire safety norms, prevention of environmental damage and other factors pertaining to large construction works.
2. We are equipped with adequate experienced technical experts and other professionals to plan, design, supervise and manage various activities pertaining to Civil, Plumbing, Electrical, Mechanical, HVAC, Firefighting, Access Control System, Security, networking and all other services pertaining to the project.
3. We shall be fully responsible to obtain/ to carryout necessary liaison at all levels with the respective Govt. Departments/ local authorities to procure various mandatory

municipal and other local authorities permissions applicable for the project including ensuring its revalidation from time to time at our own cost (Excluding any charges payable to the respective authority against the written demand for issuance/revalidation of such permissions) for the project for commencement, execution and completion of all activities and services of the project from scratch to Completion and procuring necessary completion Certificate/Occupancy Certificates and or any other certificate required for the project from the local Authorities within the specified time.

4. We, further undertake that it will be our sole responsibility for submission of required design documents/drawings/papers to the competent authorities and carrying necessary liaison with them to procure all such permission within a reasonable time.
5. We understand that except approved professional fee, the SBI shall not be responsible for making any extra payment to us towards any of the professional and liaison services pertaining to this project.
6. We also undertake that in case, we are unable (i) to deliver timely professional services in the project to deliver satisfactory pro-rata progress in the project, the SBI shall be at liberty to terminate our agreement at any stage of the project by giving 30 days' notice and no compensation shall be claimed by us for the services rendered including compensation for the balance work.
7. Wherever, necessary, we undertake that we shall be engaging expert consultants to cater the requirement of specialized services for the project at our own cost within the professional fee approved by the SBI. We are fully aware that Bank at its own discretion, may engage some competent agency / institution / professional to verify / cross check the foundation and structural design details provided by us and we shall do necessary revisions / redesigning, if so suggested by them, without charging any extra cost.
8. The undersigned is authorized to sign on behalf of the consultant and the necessary support document delegating this authority is enclosed to this letter.
9. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this Tender Notice.
10. We confirm that the Price bid pertaining to our Professional Fee for the project submitted by us have been arrived at without agreement with any other bidders of this Tender for the purpose of restricting competition.
11. The rate for Professional Fee quoted in the price Bids are as per the Tender Notice and subsequent clarifications/ modifications / revisions furnished by the SBI, without any exception. Moreover, our Fee approved shall remain firm and fixed till completion of entire project and we shall not raise any claim for any escalation/enhancement in the approved fee structure for the reasons whatsoever.

12. The Professional Fee quoted by us have not been disclosed and will not be disclosed to any other bidders responding to this Tender Notice.
13. We have not induced or attempted to induce any other bidders to submit or not to submit a Bid for restricting competition.
14. If our offer is accepted, we undertake to take up the project immediately and will render our professional services as per the timeline specified in this document.
15. We agree that the SBI may split the scope of services in this project i.e. Principal Project Architect as well as Project Management Consultancy (PMC) to different agencies within its sole discretion. Under such an eventuality, we undertake to manage the project in full coordination with any of the agencies appointed/engaged by the SBI for the successful completion of the project and also undertake the responsibility of pre-qualification of a "Contractor" for various trades and complete the project under supervision of APMCF.
16. We undertake that in competing for and (if the award is made to us) in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
17. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
18. We undertake that we will not resort to canvassing with any official of the SBI, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of our Architectural firm/company from further bidding process.
19. We certify that we have not made any changes in the contents of the Tender document read with its amendments/clarifications provided by the SBI submitted by us in our Bid document.
20. It is further certified that the contents of our Bid are factually correct. We also undertake that in the event of any information / data / particulars proving to be incorrect at any stage, the SBI will have the right to terminate our services at any stage of the project without notice and take legal action against us.
21. We are aware that mere fulfilling the eligibility criteria does not entail us to participate in the design competition and SBI reserve their rights to shortlist any number of Architect / Architectural firms for participating in the design competition and to accept any or to reject all the Bids without assigning reason therefor.

22. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
23. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the SBI to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. However, until such formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Moreover, we shall not withhold our professional services in the project for execution such formal agreement.

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

Name of the partner of the firm Authorized to sign :

Or

(Name of person having Power of Attorney to sign the Contract.
(Certified true copy of the Power of Attorney should be attached) :

Yours faithfully,

Authorized signatory

BRIEF OUTLINE OF THE PROJECT

Name Of the project	Construction of Administrative Office Bareilly with other outfits
Location	Ram Ganga Nagar Yojna, Bareilly, Uttar Pradesh
Approx. Plot area	2628.21 sqm (37.98 mx 69.20 m)
Local authority norms	As per BDA (Bareilly Development Authority) bye laws
Orientation of plot	As per attached BDA map

2. List of proposed outfits, staff strength and basic requirements-

Outfit name	Particulars	No
AO (including HLST)	Scale –VI (DGM)	1
	Scale V (AGM)	4
	Scale-IV (CM)	10
	Other Officers (AM, DM , MANAGER)	24
	Award staff (CLERICAL)	11
	Record room	1
	Conference room	1
	VC room	2
	VIP dining & pantry	1
	Waiting lounge + PS to DGM	1
	Staff canteen & kitchen	1
	Union /Association office for Officers, Award staff , SEWA and Pensioners	4
	Dispensary and Doctor chamber	1
	Staff recreation / yoga / meditation room	1
RBO 1	Scale -V	1
	Scale IV	3
	Other officers	25
	Award staff	9
	Record room	1
	Stationery / store room	1
	VC / meeting room	1
Specialized Commercial Branch (SCB)	Scale-V	1
	Scale IV	1
	Other Officers	13
	Single Window Counter	4
	Cash safe room	1
	Locker room	1
	Record and stationery room	1

	HNI lounge / meeting room	1
RACPC	Scale V	1
	Scale -IV	2
	Other officers	14
	Award staff	5
	Documentation room	1
	Loan document storage room	1
RACC	Scale IV	1
	Other officers	8
	Award staff	2
	Loan Document storage room	1
	Documentation room	1
SMECC	Scale V	1
	Scale IV	1
	other officers	8
	Award staff	3
	Documentation room	1
	Loan Document storage room	1
Retail Banking branch	BM	1
	Other officers	2
	SWC	4
	Cash safe room	1
	Record room	1
	Locker room	1
	HNI lounge	1
	e-lobby	1
Future provision	For each outfit	10-15%

3. Each outfit will have a separate lunch room
4. All functional requirements like UPS room, toilets, lift, staircase, lounge etc. will have to be provided.
5. Service block for HT & LT panel, DG set, pump house etc. to be provided.
6. Green building features e.g. RWH, STP and Solar roof top panel etc. for minimum Gold rating.
7. Basement with two tier mechanized parking is proposed to be provided.
8. State of the art concept, technique, materials and practice should be adopted and reflected in the design.

(4) DETAILS OF SURROUNDING PROPERTIES WIDTH OF APPROACH ROAD AND DISTANCE OF THE PROPERTY FROM THE MAIN ROAD

BAREILLY DEVELOPMENT AUTHORITY, BAREILLY
SITE PLAN

SCHEME NAME :- RAMGANGA NAGAR AWASIYA YOJNA, BAREILLY

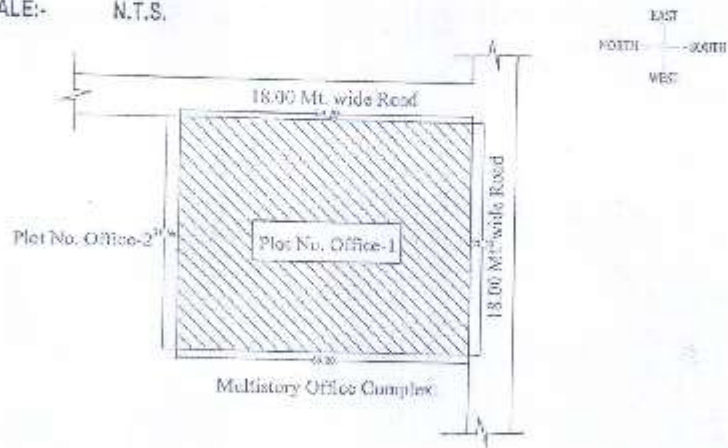
SECTOR NO :- 2

PLOT NO :- Office-1

ALLOTTED TO :-

PLOT AREA :- 37.98x69.20 = 2628.21 SQMT.

SCALE:- N.T.S.



BOUNDARIES :-		DIMENSIONS :-
NORTH	Plot No. Office-2	38.66 MT.
SOUTH	Road 18.00 M. Wide	37.30 MT.
EAST	Road 18.00 M. Wide	69.20 MT.
WEST	Plot No. Multistory Office Complex	69.20 MT.

SIGN OF ALLOTTEE

[Signature]
DRAFTSMAN
B.D.A.
(Drawing by)

[Signature]
J.E.
B.D.A.
(Checked by)

[Signature]
A.E.
B.D.A.



----END----