



भारतीय स्टेट बैंक
State Bank of India

Estate Dept.,
State Bank Global IT Centre,
First Floor, Plot no. 8, 9, 10, Sector 11, CBD Belapur,
Navi Mumbai 400614.
Tel - 022 27537412

Tender No. : SBI/GITC/Estate/2024-25/05

Technical Bid

***Engagement of Consulting Architect cum Project Monitoring Consultant
on Contract for the Proposed Hiring of Office Premises on Lease Rental
Basis along With Fitouts for SBI GITC in Navi Mumbai as per Tender
No. ETA/RFP/2024-25/48 dated 01.08.2024***

TENDER SUBMITTED BY:

Name of Architect/Consultant : _____

Address of Architect/Consultant: _____

GST No. of Architect/Consultant: _____

DATE : _____

TECHNICAL BID (ENVELOPE – I)
NOTICE INVITING TENDER

State Bank of India invites quotations, in Two-Envelopes System, from Empaneled Architects/Consultants with LHO Mumbai Metro and other Architects/Consultants who are empaneled for projects & have worked on Projects of SBI in Mumbai/Navi Mumbai/Thane (during the last 3 years and to furnish copy of work order), for Rendering Consulting Architect cum Project Monitoring Consultant for the Proposed Hiring of Office Premises on Lease Rental Basis along With Fitouts for SBI GITC in Navi Mumbai as per Tender No. ETA/RFP/2024-25/48 dated 01.08.2024, its Corrigendum's, Clarifications, etc.

S. No.	Particulars	Details
1.	Name of work	Engagement of Consulting Architect cum Project Monitoring Consultant on Contract for the Proposed Hiring of Office Premises on Lease Rental Basis along With Fitouts for SBI GITC in Navi Mumbai as per Tender No. ETA/RFP/2024-25/48 dated 01.08.2024 its Corrigendum's, Clarifications, etc.
2.	Nature of Work	Consulting Architect and Project Monitoring Consultancy Services for Hiring of Premises and its Fitout Works.
3.	Total Time for completion of the Project	Approx. 450 days and up to final handing over of site, complete with fitouts and finalization of rentable carpet area.
4.	Availability of RFP documents	From 10.09.2024 to 19.09.2024 up to 15:00 on Bank's Website: https://bank.sbi/web/sbi-in-the-news/procurement-news
5.	Address for submission of RFP.	Dy. General Manager (F & OA) Estate Department, 1 st floor, C wing, SBI, GITC, Sector 11, CBD Belapur, Navi Mumbai 400 614.
6.	Date & time for submission of Technical and Price Bid	Upto 19.09.2024 by 15:00 hrs. To be submitted as hardcopy.
7.	Date and Time of opening of Tender	On 19.09.2024 at 15:30 hrs.

8. Conditional tenders are liable for disqualification.

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

10. 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.

11. Only those Architects / Consultants who have office in Mumbai, Navi Mumbai and Thane are eligible to apply.

12. For any clarifications, please contact Assistant General Manager (Estate) / Assistant General Manager (Civil), Estate Department, 1st floor, C wing, SBI, GITC, Sector 11, CBD Belapur, Navi Mumbai 400 614. (022 27537412 / 10).

13. Interested Architectural Firms are hereby invited and requested to ensure submission of their Technical and Price Bid in the prescribed format with supporting documents to the **Dy. General Manager (F & OA), Estate Department, 1st floor, C wing, SBI, GITC, Sector 11, CBD Belapur, Navi Mumbai 400 614 as per schedule above.**

14. The Consulting Architect and Project Monitoring Consultant (APMC) are advised to submit the tender in two-Envelope System.

Envelope 1 : Technical bid

Envelope 2 : Price bid

Both Envelopes sealed and signed to be kept in a third envelope, sealed & signed, superscribed as "Consulting Architect cum Project Monitoring Consultant for the Proposed Hiring of Office Premises on Lease Rental Basis along With Fitouts for SBI GITC in Navi Mumbai", addressed to as in S. No. 5 and submitted at the said address.

Dy. General Manager (F &OA)

1. Disclaimer

1.1. The information contained in this RFP or information provided subsequently to APMC 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 RFP document.

1.2. This RFP is not an offer by SBI, but an invitation to receive responses from the empaneled Architects/Consultants. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the Architects/Consultants.

1.3. The purpose of this RFP is to provide the Architect/Consultant(s) with information to assist preparation of their Bid. This RFP does not claim to contain all the information each APMC may require. Each APMC should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP 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 RFP .

1.4. The SBI, its employees and advisors make no representation or warranty and shall have no liability to any person, including any APMC 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP 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 APMC upon the statements contained in this RFP.

1.6. The issue of this RFP does not imply that the SBI is bound to appoint an APMC for the Project and the SBI reserves the right to reject all or any of the Bids without assigning any reason whatsoever.

1.7. The APMC is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the Architect/Consultant's risk and may result in rejection of the Bid.

INSTRUCTIONS TO ARCHITECTS/CONSULTANTS

1. Scope of work:

Consulting Architect cum Project Monitoring Consultancy Services for the Proposed Hiring of Office Premises on Lease Rental Basis along With Fitouts for SBI GITC in Navi Mumbai as per Tender No. ETA/RFP/2024-25/48 dated 01.08.2024 its Corrigendum's, Clarifications, etc.

1.1. Site and its location

The Desired Location of the Proposed Premises to be hired is as mentioned below:

(i) The distance of the offered premises from GITC main building – approx. 20 K.M., (the shortest distance for four wheeler as per google map), within the jurisdiction of Navi Mumbai Municipal Corporation (NMMC).

(ii) The distance of the offered premises from Railway Station – approx. 3 K.M., for convenience of staff / vendors commuting from different locations.

(iii) The building location excludes MIDC area to avoid dust, air and noise pollution, chemical odour and to avail better Public Transport. However the designated IT/ITeS Parks, Business Parks, Commercial Building Complex within above MIDC areas is considered provided there is no industrial noise pollution and chemical odour at the premises.

2. RFP documents:

2.1. The work must be carried out strictly according to the conditions stipulated in the RFP consisting of the following documents and the most workmen like manner.

- Technical Bid
- Price Bid
- Tender No. ETA/RFP/2024-25/48 dated 01.08.2024, its Corrigendum's, Clarifications, etc.

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. Tender No. ETA/RFP/2024-25/48 dated 01.08.2024 its Corrigendum's, Clarifications.

(Can be accessed on Bank's Website: <https://bank.sbi/web/sbi-in-the-news/procurement-news>)

2.3. The tender documents are not transferable.

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

4. Signing of contract Documents:

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

5. Completion Period:

Time is essence of the contract. The Project must be completed in all respect in accordance with the terms of contract, Bank with Completion Certificate, O.C. and with complete Fitouts, within a period 410 days from the date of Work Order.

5.1 Defect Liability Period:

The APMC has to continue its services for a period of one year from the date of Virtual Completion.

6. Validity of Price Bid:

Tenders shall remain valid and open for acceptance for a period of 180 days from the date of opening Price/Commercial bid. If the tenderer chooses to withdraw their offer during the validity period or makes modifications in their original offer, their tender shall be summarily disqualified without notice and no correspondences shall be entertained in this regard.

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 Architect/Consultant, together with the documents referred there in including these conditions and instructions issued from time to time by the Bank and all the documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

1.3. 'SBI' shall mean State Bank of India having its Office as : Estate Department, 1st floor, C wing, SBI, GITC, Sector 11, CBD Belapur, Navi Mumbai 400 614.

1.4. 'The Architect' shall mean the individual or firm or company selected and engaged for undertaking the project as APMC and shall include legal personal representative of individual or the composing firm or company and the permitted assignees of individual or firms or company.

1.5. "The bidder's RFP" shall mean Tender No. ETA/RFP/2024-25/48 dated 01.08.2024, its Corrigendum's, Clarifications, etc. This is only for information and knowledge for the APMC.

1.6. "This RFP" shall mean Tender No. SBI/GITC/Estate/2024-25/05 dated 03.08.2024, i.e. Tender for Consulting Architect cum Project Monitoring Consultant for the Proposed Hiring of Office Premises on Lease Rental Basis along With Fitouts for SBI GITC in Navi Mumbai as per Tender No. ETA/RFP/2024-25/48 dated 01.08.2024, its Corrigendum's, Clarifications, etc. its Corrigendum's, Clarifications, etc.

1.7. The 'Landlord' shall mean the Successful Bidder whose premises is hired by the bank as per Tender No. ETA/RFP/2024-25/48 dated 01.08.2024, its Corrigendum's, Clarifications, etc.

2. The Architect must be equipped with adequate expertise and experience in undertaking Planning, designing & implementing/execution of Civil, interior, modular furniture works, Plumbing, Sanitary, Electrical (HT/LT), Air-Conditioning, Lifts/Elevators, DG sets, UPS system, Networking, LAN Works, IBMS (CCTV, Public Address System, Fire & Safety Systems and integrating it with Building Management System) and all essential and ancillary works/services required for establishing of a modern IT Office.

3. Submission of Bids :

3.1 The prospective Bidders are required to submit their Price Bid quoting the total professional fee for the project in the specified format in a separate sealed Envelope 2.

3.2 The Price/Commercial Bid of only those shortlisted bidders shall be opened have submitted Technical Bid separately in Envelope 1.

3.3 All pages of the Technical Bid and Price Bid to be signed and stamped by the Authorized Signatory of the Architect/Consultant.

3.4 Tender with any condition shall be summarily rejected and treated as in-eligible.

4. 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:

4.1 The Bidders / Architects are required to quote professional fee (excluding GST) for the Architectural Advisory Services including Project Monitoring Consultancy Services in the Price Bid.

4.2 The prospective APMC has to ensure that all necessary mandatory approvals, permissions, NOC's, OC, Completion Certificates are in place and secured from the Landlord and his/her Architect as per the Project Requirement.

4.3 The selected Architect shall undertake to permit SBI for deductions of the following sums from the total fee becomes payable to them for the project as per the stage wise Fee structure and rate approved and accepted by the Bank:-

i) Deduction on account of TDS as per applicable rules of Government.

4.4 The selected Architect shall provide one civil engineer/architect (One Qualified Project Engineer/ Architect) having 5 years of experience, for day to day site supervision of the proposed fitout works / interior works /measurements /quality assurance of the project within the fees quoted.

4.5 Travelling expenses, stationery expenses, drawings, etc. of the selected Architect/Consultant shall be included in this fee.

4.6 The APMC shall, within the fee engage a qualified Associates :- (i) Structural Consultants / Engineer (ii) Electrical Consultants / Engineers (iii) Sanitary and Plumbing / Public Health Consultants/ Engineer (iv) Networking, LAN Consultants, and (v) Consultants for related services required for installation of AC (Central/VRF/VVF/Split / window), lifts, generators and firefighting installations, consultants for planning & implementation of green building initiative / concepts, interior works etc. to assist them in their works. The remuneration, fees of the Associates appointed shall be paid by the APMC who shall also be responsible for all the work, actions, omissions, etc. of any his/her such Project-In-Charge, Associates, assistants / Consultants / Engineers.

5. Award of Contract:

5.1 Among all qualified bids, the lowest bid (as quoted in price bid) will be termed as L1 and work

shall be awarded to such bidder.

5.2 SBI may reject any/all the bids received without assigning any reason whatsoever.

5.3 Validity period of bid: 180 days shall be the validity period of bid from the date of opening of Price/Commercial Bid. However, the Bid submitted by the selected APMC shall remain valid throughout the term of the Contract awarded.

6. On award of the contract, the Firm will be expected to take up/commence the assignment within 03 days of time.

7. If the performance of the APMC at any stage of the project is not found satisfactory or in the interest of the Bank, the SBI will have the right to terminate the agreement by giving 30 days notice and in such an eventuality, no claim for any compensation/Fee for the balance work shall be considered.

8. The SBI will have right to change scheduled date of any event. Revised date will be displayed on our website or communicated separately.

9. Any corrigendum in this RFP shall be intimated through announcement at Bank's website only. The prospective APMCs are requested to peruse Procurement News section of our Bank's website www.sbi.co.in from time to time till the process of selection of Architect gets over.

10. Officials of SBI/ Bank may visit office of the Architect/Consultant, their sites of completed project completed.

11. Scope of Services and List of Duties & Responsibility:

Bank proposes to hire IT office premises with complete Fitouts as per its Tender No. ETA/RFP/2024-25/48 dated 01.08.2024 its Corrigendum's, Clarifications, etc. The Landlord of the selected premises will engage his/her own resources as Architects, Consultants, Contractors, etc. in order to plan, design, execute, to secure mandatory permissions, NOC's, OC, etc. in order to complete the offered premises as per the terms of the Tender No. ETA/RFP/2024-25/48 dated 01.08.2024, its Corrigendum's, Clarifications, etc. Thus a "plug and play office" premises has to be provided by the prospective Landlord to the Bank on Lease. In order to get the IT office as per the RFP, Bank proposed to engage services of Architect / Consultant for Rendering Consulting Architect cum Project Monitoring Consultancy Services. The broad scope of works is as mentioned below :

11.1 Providing professional services as per latest Building/ Interior standards, NBC Codes, Local Statutory authorities, Govt. statutory requirements.

11.2 Assisting and guiding the Bank in selection of suitable premises for hiring as per the Tender No. ETA/RFP/2024-25/48 dated 01.08.2024, its Corrigendum's, Clarifications, etc.

11.3 Stage wise scope of work :

11.3.1 Scrutiny, analysis and verification of Applications, drawings, documents submitted, OC, etc. related to NMMC, CIDCO, Statutory Authorities etc. w.r.t. RFP, Corrigendum, Clarifications at GITC office with the Bank's Officials and submission of its comparative reports.

11.3.2 Analysis, Measurements of areas, its verifications at site and as per drawings/ documents submitted, etc. of various parameters as per Clause 1 of the Technical Bid : Eligibility Criteria And Technical Parameters For Selection as per the Bidder's RFP.

(Note : The area, parking, locations, buildings, etc. may vary vendor to vendor).

11.3.3 Site Visit along with the Bank's Committee to various offered Premises.

11.3.4 Scrutiny and verification of all documents, drawings, OC, etc. related to NMMC, CIDCO, Statutory Authorities submitted by Applicants

11.3.5 Issue of Report and Certification regarding Compliance of the Bidder's RFP's T & C by respective Vendors/Applicants

11.3.6 Measurement & Certification of the Rentable Carpet Area of the Premises offered by L1 Vendor as per the Bidder's RFP.

11.3.7 APMC to guide/advise and arrange the work of planning, design, detailing, sample approval, etc. for the layouts along with the various fitouts for the offered area. The APMC had to work in-tandem with Architect/ Technical Team of the Landlord along with the Bank Engineers/ officials for its preparation. APMC and his/her Associates to attend the meetings, make site visits along with Bank and the Landlord's team for its finalization and detailing.

11.3.8 Supervision and Monitoring of the Project till handing over of site and to keep up the quality and schedule.

11.3.9 To issue Completion Certificate for the Project and also that the Premises is Fit for Occupation.

11.4 Scrutiny and Technical analysis of bids received from various bidders :

i) The appointed APMC shall scrutinize the bids along with the Bank officials, conduct a comprehensive technical analysis of all bids received from Bidders. This includes RFP terms and conditions, regulatory compliance, mandatory approvals, drawings, carpet areas, parking, parameters of Score Matrix, etc. This included visit to sites, verification of the documents' submitted, Measurement of various carpet areas of the prospective bidders, etc.

ii) 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 /landlord, etc.

11.5 Verification of OC document and comparing it with the interior layout plan. The APMC shall verify the Occupation Certificate (OC) provided by the relevant authorities, ensuring it aligns with the approved interior layout plan. This involves a detailed comparison to confirm that the constructed interior matches the layout approved in the OC, identifying any discrepancies or deviations. The consultant will document any issues found and coordinate with the necessary parties to rectify them, ensuring full compliance with legal and regulatory standards.

11.6 Preparation of the layout Alternatives with Detailed Drawings, Verifying Successful Bidders Specifications/BOQ :

- i) The APMC shall arrange from the Landlord's architect for Preparation of sketch designs with two/three alternative schemes including carrying out necessary revisions till the sketch designs are finally approved by the SBI, 3D Rendering, walkthrough, etc. along with Bank officials/engineers. The layout shall be assessed for criteria such as space utilization, functionality, efficiency, and alignment with project objectives.
- ii) This includes evaluating design concepts, adherence to project specifications, and the technical feasibility of proposed solutions. The consultant must assess material quality, project timelines, construction methods, and any innovative approaches. Additionally, the consultant shall perform a risk assessment and document findings in a detailed report to ensure the selection of the most technically sound and cost-effective proposal.
- iii) Analysis of the specifications, BOQ of the various fitout works which shall be executed by the landlords/vendors of the successful bidder for the proposed office.

11.7 Coordination of technical submitters to be requested from the bidders in order to fulfil the tender criteria.

The APMC shall coordinate with bidder to ensure the timely submission of all required technical documents. This includes guiding the bidders on the specific technical criteria that must be met, ensuring that all submissions are complete, accurate, and in compliance with the tender requirements. The APMC will review the submissions for adherence to specifications and provide feedback to bidders as necessary to fulfill the tender criteria.

11.8 Developing a detailed program encompassing the aspirations, functionality, and quality of the project :

The APMC shall be responsible for creating a detailed program that clearly reflects the project's aspirations and aligns with the client's overall vision. This program will outline the functional requirements, specifying the intended use of each space and how it will contribute to the building's overall efficiency and flow. Additionally, the consultant will set clear quality standards, defining expectations for materials, finishes, and construction methods that meet or exceed industry norms. This program will serve as a key reference throughout the design and construction phases, ensuring that the project's goals are consistently met.

11.9 Establishing the key quality parameters and taking the concurrence of the same from the shortlisted bidder :

The APMC shall be responsible for defining the key quality parameters that will govern the project's execution. These parameters will cover aspects such as materials, workmanship, safety standards, and overall construction quality. Once established, the consultant will present these parameters to the shortlisted bidders and obtain their formal agreement. This process ensures that all parties are aligned with the expected quality standards before proceeding, thereby minimizing the risk of discrepancies during the project.

11.10 Establishing the acceptable quality and technical criteria among all the stakeholders of the project :

The APMC shall facilitate the establishment of acceptable quality and technical criteria that will guide the project's execution. This involves engaging with all stakeholders, including the client, Landlords and their architects, consultants, contractors, and regulatory authorities, to define clear and mutually agreed-upon standards. These criteria will cover key aspects such as material quality, construction techniques, safety protocols, and performance benchmarks. The consultant will ensure that these standards are well-documented and agreed upon by all parties, fostering a unified approach to achieving the project's objectives.

11.11 Preparing a broad line schedule and establishing the critical path and key milestones required for timely completion of the project.

The APMC shall prepare a comprehensive broad line schedule that outlines the overall timeline for the project. This schedule will identify the critical path, highlighting the sequence of essential tasks that directly impact the project's duration. Key milestones will be established to monitor progress, ensuring that each phase is completed within the specified timeframe. The consultant will also identify potential bottlenecks and incorporate contingency plans to address any delays, thereby ensuring the project remains on track for timely completion.

11.12 Preparation of process and responsibility matrix of all the stakeholders.

The APMC shall prepare a detailed process and responsibility matrix that clearly defines the roles and responsibilities of all stakeholders involved in the project. This matrix will outline the specific tasks each party is accountable for, ensuring clarity in the execution of duties and smooth coordination throughout the project lifecycle. The matrix will also establish the workflow, indicating the sequence of processes and the interdependencies between different stakeholders, thereby fostering effective communication and collaboration to achieve project goals efficiently.

11.13 Preparation of communication protocol matrix required for the project

The APMC shall develop a comprehensive communication protocol matrix that outlines the channels, methods, and frequency of communication among all stakeholders. This matrix will specify the flow of information, detailing who communicates with whom, the types of reports or updates required, and the timelines for sharing critical information. The communication protocol will also establish guidelines for addressing issues, making decisions, and ensuring that all parties are kept informed at every stage of the project, thereby promoting transparency and preventing miscommunication.

11.14 Establishing quality control program and rolling out the same during the project's execution.

The APMC shall develop a comprehensive quality control program to be implemented throughout the project's execution. This program will include detailed procedures for monitoring and verifying that all work meets the established quality standards. The consultant will outline specific inspection and testing protocols, define quality benchmarks, and set up regular review processes. The program will be rolled out across all phases of the project, ensuring that every aspect of the work is subjected to rigorous quality checks. Any deviations from the standards will be promptly identified and corrected, ensuring consistent adherence to the project's quality objectives.

11.15 Creating periodic project progress reports and presenting it to the client.

The APMC shall generate periodic project progress reports that provide a detailed overview of the project's status. These reports will include updates on key milestones, budgetary expenditures, and any issues or delays encountered. The consultant will ensure that the reports are comprehensive, accurate, and presented in a clear format. These reports will be presented to the client at scheduled intervals say weekly/ fortnightly as decided by the Bank, facilitating informed decision-making and maintaining transparency throughout the project's execution. The consultant will also address any client queries during these presentations, ensuring alignment with project goals and expectations.

11.16 Verification of technical submittals and peer reviewing the same.

The APMC shall verify all technical submittals to ensure they meet the project's specifications and standards. This process involves a thorough review of the technical documents, drawings, and reports submitted by the Bidders . The consultant will also conduct a peer review, engaging with other experts as necessary to validate the accuracy and adequacy of the submittals. This dual-level scrutiny ensures that all technical aspects are correctly addressed and aligns with the project's requirements, thereby mitigating risks and ensuring high-quality outcomes.

11.17 Highlighting any critical activity that shall have a critical impact on time and quality of the project. The APMC shall identify and highlight any critical activities that could significantly affect the project's timeline and quality. This includes pinpointing tasks or phases that are crucial to project success and may pose risks to timely completion or adherence to quality standards. The consultant will assess the potential impact of these activities, monitor their progress closely, and implement measures to mitigate any negative effects. Regular updates on these critical activities will be provided to ensure that the client and relevant stakeholders are aware of and can address any issues proactively.

11.18 Visiting the site of production in case of any material manufactured at the factories and testing/verifying the same before it is dispatched.

The APMC shall conduct site visits to manufacturing facilities for any materials produced off-site. During these visits, the consultant will oversee and verify the quality of materials being produced, ensuring they meet the specified standards and project requirements. This includes conducting tests and inspections of the materials before they are dispatched. The consultant's role is to confirm that all materials are compliant with the project's specifications and quality criteria, thereby preventing any substandard or non-conforming materials from reaching the construction site.

11.19 Coordinating the closure documents and technical submittals during the closure of the project

The APMC shall coordinate the preparation and submission of all closure documents and technical submittals required at the end of the project. This includes ensuring that all final documentation, such as as-built drawings, operation and maintenance manuals, compliance certificates, statutory permissions, Structural Stability Certificate, Completion Certificate, Fire NOC, OC, Fit for Occupancy certificate, etc. are completed and submitted in accordance with project requirements. The consultant will verify that all technical submittals are accurate and comprehensive, facilitating a smooth project closure process. Additionally, the consultant will ensure that all documentation is properly archived and handed over to the client, confirming that all contractual obligations have been met.

11.20 Certifying the completion and quality of the works :

The APMC shall be responsible for certifying the completion and quality of all works undertaken in the project. This involves conducting a thorough final inspection to verify that all construction activities and finishes conform to the approved designs and specifications. The consultant will assess the workmanship, materials, and overall execution to ensure they meet the established quality standards. Upon successful verification, the consultant will issue a formal certification of completion, affirming that the project has been completed to the required quality and is ready for occupation/usage and handover to the client.

11.21 The APMC will obtain, on behalf of the Bank, from the successful bidder, all required approvals, NOCs, building permission / Commencement Certificate / Building / Municipal Permission from the local Municipal Corporation, Town & Country Planning department, Maharashtra State Electricity Board, Electrical Inspectorate, Lifts/Elevators Inspectors, Fire department and any other Govt. / Statutory Authorities for commencing of the project, Building Completion / Occupation Certification and any other permission as applicable for establishment. However, all such building permissions shall be procured in a time bound manner as per the agreement with the Bank. The permissions and authorities mentioned above are not exhaustive, and it shall be the sole responsibility of APMC to obtain all approvals necessary for commencement and completion of the Project as per the final design plan approved by SBI.

11.22 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.

11.23 The effective communication between various stakeholders, agencies / vendors contractors will have to be ensured by the APMC. 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.

11.24 The said Bank's project comes under Integrity Pact and Technical Audit by the Chief Technical Examiner's (CTE) Organization of Central Vigilance Commission. The APMC will assist the Bank in submission of reply to CTE's queries, if any and compliance of their observations.

11.25 APMC 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.

11.26 The APMC shall act as faithful advisor and shall at all time support and safeguard legitimate interests of the SBI.

11.27 All the activities mentioned in the scope of work shall be carried out in consultation with and approval of SBI team.

11.28 The list of duties mentioned above is only indicative and the APMC 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.

11.29 Certifying the Rentable Carpet Area :

The APMC has carry out the joint measurements of the rentable carpet area along with the Landlord engineers/architect and Bank, as per the Bidders' RFP. The rentable carpet area has to be measured for the offered premises, checked, verified and to be certified, signed and stamped, mentioning the Council of Architect no. of the Chief Architect of the APMC. It is the 100% responsibility of the APMC for the accuracy of the rentable carpet area measurement.

11.31 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 Landlord after taking the Bank into confidence will be responsibility of the Architects and the Architects will oversee all these activities and follow up with the Landlord, if any engaged by the Bank through their Resident Architect at site to ensure timely and quality work as provided in the agreement.

12. CONTRACT AMENDMENT:

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

13. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

14. Only those Architects / Consultants who have office in Mumbai, Navi Mumbai and Thane are eligible to apply.

15. .Assignment and subletting

The APMC 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 APMC 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 the APMC.

16. No compensation on restrictions of work

The SBI shall be at liberty to abandon or reduce the scope of professional services of the APMC for the reasons whatsoever including unsatisfactory performance or inordinate delay in rendering professional services in the project. In such an eventuality, the APMC shall have no right to claim any payment/ compensation or otherwise what so ever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Nothing herein above shall affect the right of SBI to recover damages from the APMC 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.

17. Fraud & Corrupt Practices

17.1 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 APMC, 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.

17.2 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 APMC shall not be eligible to participate in any EOI/Tender issued by the SBI during the next period as decided by the SBI.

17.3 If the APMC 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 him, without being liable in any manner whatsoever to the APMC and to also take punitive/egal action against said Architect, including but not limited to blacklisting him in all future dealings/tender process of SBI.

17.4 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 APMCs with the objective of restricting or manipulating a full and fair competition in the Bidding Process/ Techno commercial evaluation of the contractor.

18 Termination for Default

18.1 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 APMC may terminate the Contract in whole or in part:

a. If the APMC 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 APMC 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.

18.2 In case of termination under sub-clause mentioned above, the APMC 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 subject to a nominal deduction of 10% of the fees payable against unfinished / balance work to them being recovered to cover the expenses (to some extent) required to be incurred by SBI for engaging services of another APMC for carrying out remaining / balance work. In such cases the decision of SBI as to what is the work actually done and what

is the amount of the fees due to the APMC on the basis of actual and as per the provision in this agreement shall be final and binding on the APMC.

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

18.4 If the contract is terminated under any termination clause, the APMC 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 hardcopies as per scope and shall also support the orderly transition to another APMC or to the SBI as decided by the SBI.

18.5 During the transition, the APMC shall also support the SBI on technical queries/support on process implementation.

18.6 The SBI's right to terminate the Contract will be in addition to the penalties and other actions as deemed fit.

18.7 In the event of failure of APMC 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 APMC. In such case, the SBI shall give prior notice to the existing APMC. The existing APMC shall continue to provide services as per the terms of Contract until a 'New APMC completely takes over the work. During the transition phase, the existing A P M C shall render all reasonable assistance to the new APMC within such period prescribed by the SBI, at no additional cost to the SBI, for ensuring smooth switch over and continuity of services.

18.8 Nothing hereinabove shall affect the right of the Bank to recover damages from the APMC for loss, if any, caused to the Bank on account of failure of APMC to deliver the Services or unsatisfactory performance or inordinate delay on the part of APMC in rendering the Services or failure of APMC to discharge/perform the responsibilities under the Contract awarded to them.

18.9 In the opinion of SBI, if any delay in execution is attributable to the fault of the APMC, SBI shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees per week (7 days) of delay. Total recoveries on account of delays and / or any other loss or damage caused to the Bank due to defective / faulty supervision on part of APMC shall be limited to maximum of 10% of total fees payable to APMC on entire actual work, for which the APMC services are availed by SBI. The decision of SBI in this matter after giving due hearing to the APMC's arguments, shall be final and binding on the APMC.

18.10 It is agreed by the Bank and the Architects that the total recoveries / adjustments on account of delays/mistakes except in case of structural failure, at architects' end and any other account from the architects fees shall not exceed 15% of their total fees for the entire project

including interior decoration work, all fitouts, etc. to protect their interest, the architects shall keep the matter on record and shall maintain file / register with the acknowledgements etc. for issue of drawings, clarifications / Bank in writing.

19 Force Majeure:

19.1 Neither Architect/ Consultant 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.

19.2 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.

19.3 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.

19.4 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.

20 Termination for Insolvency

The SBI may, at any time, terminate the Contract by giving written notice to the APMC, 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 APMC, 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.

21. Governing Language

The governing language shall be English.

APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

22. Taxes and Duties

22.1. The APMC 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 APMC shall include all such taxes (excluding GST) in the approved professional Fee.

22.2. Price Bid quoted should be inclusive of all Central / State Government taxes/duties and levies but exclusive of GST.

22.3. Fee payable to the APMC 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.

22.4. 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 APMC .

23. Tax deduction at Source

23.1. 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 APMC . The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the SBI as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the APMC from his responsibility to pay any tax that may be levied in India on income and profits made by the APMC in respect of this contract.

24. Compliance with Laws

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

APMC 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 APMC 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.

25. Defect Liability Period :

Architects' overall responsibility will continue during the defect liability period to see that the Landlord is persuaded to get the defects, if any, removed by their contractors. Further any change in layout, fitouts as per the Bidder's RFP has to be taken up by the APMC.

26. APMC's Fees :

26.1 In consideration of the performance of the contract, SBI agrees to pay the firm, as compensation for his services, total professional fees as pre Price Bid.

The fees also include all cost towards living and traveling expenses to site of work/ to laboratories for testing / to different sites for inspection of source of materials etc. cost of stationery, drafting

suitable draft replies to CTE's observations, if any/ arbitration proceedings etc. if any, arisen due to dispute between the Bank and any contractors of any works of this project.

26.2 Terms of Payment of Fees :

- a. Payment shall be made after completion of the said phase in Price Bid and its approval by the Competent Authority of the Bank.
- b. However in case of Phase 3, 75% of the payment can be made on pro-rata basis as per the phased handing of the site by the successful landlord, as per the Bidder's RFP.
- c. 90% payment against progressive bills after 15 days of completion of the said item of work.
- d. 5% at the time virtual completion certificate acceptable to the Bank and finalization & acceptance of rentable carpet Area from all stake holders.
- e. Balance 5% after expiry of the Defects Liability periods of the 1 year after virtual completion OR after attending to the CTE's observations, if any, from time to time till its final disposal and award of arbitration, if any, whichever is later.

27. The successful Architect/ Consultant had to execute document as per Annexure A and Annexure B on requisite stamp papers.

Date :

Sign Stamp of Authorized Signatory

Annexure A

ARTICLES OF AGREEMENT

Agreement for _____

Between

State Bank of India

And

Date of Commencement: _____

THIS Agreement is made on ____ day of2024 (hereinafter referred to as "**Agreement**") by and between State Bank of India, a corporation incorporated under State Bank of India Act 1955 having its Global IT Centre at Sector 11, CBD Belapur, Navi Mumbai, Maharashtra, India 400614 through F&OA Department, Estate Department (hereinafter referred to as the "**Bank/SBI**") and which expression shall unless repugnant to the context, mean and include its successors and assigns, And

M/s _____ incorporated under the Companies Act 1956 having its registered Office at _____ <Please provide address of the Architect/ Consultant> (hereinafter referred to as the "Architect/Consultant/APMC") which expression unless repugnant to the context shall mean and include its successors and permitted assigns.

SBI and M/s _____ are each sometimes referred to individually as a "Party" and together as the "Parties."

WHEREAS, the Bank is desirous for _____ <name of services>. as described in the Request for Proposal (read with its corrigendum and clarifications) No. _____ dated _____ (hereinafter referred as "**RFP**" and annexed as

Annexure-A):

- (i) Work Order No.....dated _____ (hereinafter referred as "**PO/ Work Order**" and annexed as **Annexure-B**) and the same shall be part of this Agreement;
- (ii) _____; and

Architect/Consultant/APMC has agreed to provide the product/services as may be required by the Bank under the RFP.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1 COMMENCEMENT & TERM:

- 1.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from _____ (**Effective Date**).
- 1.2 This Agreement shall be in force till acceptance and approval of Complete Project Closure Report of the RFP and / or unless terminated by the Bank by notice in writing in accordance with the termination clauses of the RFP.
- 1.3 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

2 SCOPE OF SERVICES:

- 2.1 The scope is defined in the RFP and PO

3 FEES, TAXES DUTIES & PAYMENTS:

3.1 Architect/ Consultant shall be paid fees and charges in the manner detailed in RFP and PO, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Architect/Consultant/APMC from his responsibility to pay any tax that may be levied in India on income and profits made by Architect/ Consultant in respect of this Agreement.

3.1.1 _____¹

3.1.2 _____

3.2 Payments

- 3.2.1 The payment for the works to be executed under this Agreement shall be made as described under RFP and PO..

4 MISCELLANEOUS:

- 4.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- 4.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power of privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 4.3 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 4.4 Architect/Consultant/APMC agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.

5 ENTIRE AGREEMENT

- 5.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.
- 5.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
 - 5.2.1 This Agreement;
 - 5.2.2 RFP (Technical Bid, Price Bid)
 - 5.2.3 The Bidder’s RFP, i.e. Tender No. ETA/RFP/2024-25/48 dated 01.08.2024, its Corrigendum’s, Clarifications, etc.
 - 5.2.4 Corrigendum’s, other communication between RFP & Work Order.
 - 5.2.5 Purchase Order/Work Order

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India

.....

By _____
Authorized Signature

By _____
Authorized Signature

Name _____

Name _____

Designation _____

Designation _____

Date: _____

Date: _____

Witness: _____

Witness: _____

ANNEXURE B

NON-DISCLOSURE AGREEMENT

(APPLICABLE TO SUCCESSFUL ARCHITECT/CONSULTANT ONLY)

To be stamped accordingly

Subject to applicable laws, rules, regulations and regulatory mandates, I, _____
(Name of the successful Bidder), hereby agree to abide by the following conditions -

a. I shall treat all documents, information, data and communication of and with the Bank as confidential.

b. I shall not, without the Bank’s prior written consent, disclose the bidders documents, contract or any specification, plan/ drawings, sample or information or data or drawings / designs furnished to the Bank to any person other than the person(s) employed / designated by the Bidder for the purpose of performance of this BID DOCUMENT.

c. Further, any such disclosure to any such person employed by me shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of this Agreement.

d. I shall not, without the Bank’s prior written consent, make use of any document or information mentioned in these conditions of the BID DOCUMENT except for the sole purpose of performing this BID DOCUMENT.

.....

(Signature, name and address of the successful Architect/Consultant or Bidder’s executive/ representative duly authorized to sign on behalf of the APMC)

For and on behalf of

(Name and address of the successful Architect/Consultant)

(Seal of the successful Architect/Consultant)