



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

NOTICE INVITING TENDER
For the work of:

Engagement of Architect/Consultant for the proposed repair and retrofitting work of podium slab and stilt area of M-1, M-2 & S-Tower at SBI Residential Colony, Nerul, Navi Mumbai.

Technical Bid

RFP No. SBI/GITC/Estate/2025-26/SS/05

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 Bank's Empaneled Architects/ Consultants with Mumbai Metro Circle under appropriate category and who receive NIT are only entitled to quote for this tender, for rendering Consulting Architect/Structural consultant for the Proposed Repair and Retrofitting work of Podium Slab and stilt area of M-1, M-2 & S-Tower at SBI Residential Colony, Nerul, Navi Mumbai.

S. No.	Particulars	Details
1.	Name of work	Engagement of Consulting Architect/Structural consultant on Contract for the Proposed Repair and Retrofitting work of Podium Slab and stilt area of M-1, M-2 & S-Tower at SBI Residential Colony, Nerul, Navi Mumbai.
2.	Nature of Work	Repair, retrofitting and waterproofing work of podium slab and stilt area of M-1, M-2 & S-Tower at SBI Residential Colony, Nerul, Navi Mumbai.
2.1	Detail of Project	Approx. area of podium- 6000 Sqm Approx. cost of the project- 3.67 Crore + GST
3.	Total Time for completion of the Project	7 months or up to final handing over of site complete.
4.	Availability of RFP documents	From 18.10.2025 to 29.10.2025 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	Up to 29.10.2025 by 15:00 hrs. To be submitted as hardcopy.
7.	Date and Time of opening of Tender	On 29.10.2025 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 / 26).
13. Interested Consulting Architect/Structural consultant are hereby invited and requested to ensure submission of their Technical and Price Bid in the prescribed format 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/Structural consultant 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/Structural consultant for the proposed Repair and Retrofitting work of Podium Slab and stilt area of M-1, M-2 & S-Tower at SBI Residential Colony, Nerul, 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 Architects/Structural Consultants 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/Structural Consultant. 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/Structural Consultants.

1.3. The purpose of this RFP is to provide the Architects/Structural Consultants(s) with information to assist preparation of Bid, BOQ, estimate and drawings. This RFP does not claim to contain all the information each Architects/Structural Consultants may require. Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants services for the Proposed Repair and Retrofitting work of Podium Slab and stilt area of M-1, M-2 & S-Tower at SBI Residential Colony, Nerul, Navi Mumbai.

1.1. Site and its location

The Location of the proposed work is as mentioned below:

- (i) SBI Residential Colony, Sector-13, Nerul, Navi Mumbai.

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

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)

(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 Architects/Structural Consultants 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/Structural Consultants 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

CONSULTANTS

successful Architects/Structural Consultants 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.

5.1 Defect **Liability Period:**

The Architects/Structural Consultants has to continue its services till the date of Virtual Completion/Handing over.

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 correspondence 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 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. '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. 'Architects/Structural Consultants' shall mean the individual or firm or company selected and engaged for undertaking the project as Architects/Structural Consultants and shall include legal personal representative of individual or the composing firm or company and the permitted assignees of individual or firms or company.

2. The Architects/Structural Consultants must be equipped with adequate expertise and experience in undertaking Planning, designing & implementing/execution of water-proofing, civil, plumbing, retrofitting, sanitary work in parking area of residential building.

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 in the Price Bid.

4.2. The prospective Architects/Structural Consultants has to ensure that all necessary mandatory approvals, permissions, NOC's, has to be obtained from the statutory authorities as per the Project Requirement within the quoted rates. After completion of the project, the Architects/Structural Consultants has to submit project Completion Certificates and structural stability certificate with sign of Registered Structural Engineer for the completed work.

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 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 Architects/Structural Consultants shall provide one civil engineer having 5 years of experience, for day-to-day site supervision as required of the proposed works / measurements /quality assurance of the project within the fees quoted in item number 2 of the PB.

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

4.6 The Architects/Structural Consultants shall engage a qualified Associates within the fee engage: - (i) Structural Consultants / Engineer (ii) Electrical Consultants / Engineers (iii) Sanitary and Plumbing / Public Health Consultants/ Engineer etc. to assist them in their works. The remuneration, fees of the Associates appointed shall be paid by the Architects/Structural Consultants who shall also be responsible for all the work, quality assurance, 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 L-1 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 Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants 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 proposed to repair, retrofitting and waterproofing work of Podium Slab and stilt area of M-1, M-2 & S-Tower at SBI Residential Colony, Nerul, Navi Mumbai. The broad scope of works is as mentioned below:

- a. Prepare the BOQ for the entire proposed work along with the detailed project survey report, measurement of site & working drawings with budgetary estimate based on the BOQ including detailed rates analysis (In case estimate has to be prepared with SSR/DSR still Rate analysis has to be submit for Bank's record), technical specification for tender documents based on prevailing market rates and items.
- b. Prepare detailed project report based on the visual inspection, working drawings, detailed technical specification, method statement for execution, quality checks for the project items etc. as required for the project.
- c. Submission of the assessment and recommendation reports of the rates obtained from the L-1 vendor in comparison to prevailing market rates.
- d. Arrange all necessary mandatory approvals, permissions, NOC's, has to be obtained from the statutory authorities as per the Project Requirement.

- e. Rendering all the required technical support, site supervision at site for structural repair works, construction of expansion joint and water-proofing works.
- f. The project Architect/Consultant on behalf of the Bank is authorized to issue instructions regarding projects, monitoring of works, recording measurement of works at site, issuing periodical certification of payment so as to enable the Bank to make payments to the contractors and issue other certifications / instructions to the contractor.
- g. Taking full responsibility for supervision and proper execution of all works as per RFP specifications by General and specialist contractor who are engaged from time to time as defined in conditions of agreement.
- h. Providing Completion certificate and structural stability certificate from the authorized structural Engineer after the completion of execution in all manner.
- i. Rendering any other services connected with works usually and normally rendered by the consulting Architect/Structural consultant but not referred to herein above.

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

The Architects/Structural Consultants 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.

- 11.2 Creating periodic project progress reports (Weekly) and presenting it to the client. shall generate periodic project progress reports that provide a detailed overview of the project's status. 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.

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

- 11.3.1 The Architects/Structural Consultants 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.

- 11.3.2 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.

11.4 Coordinating the closure documents and technical submittals during the closure of the project.

- 11.5.1 The Architects/Structural Consultants 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, performance

guarantee, operation and maintenance manuals, compliance certificates, statutory permissions, Structural Stability Certificate, Completion Certificate etc. are completed and submitted in accordance with project requirements.

11.5.2 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.

11.6 Certifying the completion and quality of the works 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/repair/retrofitting activities and finishes conform to the approved designs and specifications.

11.7 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.

11.8 Most of the features applicable for 'Green building' will have to be taken into account during planning, design, and execution stages.

11.9 The effective communication between various stakeholders, agencies / vendors contractors will have to be ensured by the Architects/Structural Consultants. 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.

11.10 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 Architects/Structural Consultants will assist the Bank in submission of reply to CTE's queries, if any and compliance of their observations.

11.11 Architects/Structural Consultants 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.

11.12 The Architects/Structural Consultants shall act as faithful advisor and shall at all time support and safeguard legitimate interests of the SBI.

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

11.14 The list of duties mentioned above is only indicative and the Architects/Structural Consultants 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.

11.15 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 contractor with co-ordination with the Bank's will be responsibility of the Architects/Consultant and the Architects will oversee all these activities and follow up with the contractor, through their representative 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 Architects/Structural Consultants 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 Architects/Structural Consultants 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 / waterproofing/ retrofitting 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 Architects/Structural Consultants.

16. No compensation on restrictions of work

The SBI shall be at liberty to abandon or reduce the scope of professional services of the Architects/Structural Consultants for the reasons whatsoever including unsatisfactory performance or inordinate delay in rendering professional services in the project. In such an eventuality, the Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants, 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 Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants s 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 Architects/Structural Consultants may terminate the Contract in whole or in part:

- a. If the Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants on the basis of actual and as per the provision in this agreement shall be final and binding on the Architects/Structural Consultants.

18.3 In the event the SBI terminates the Contract in whole or in part for the breaches attributable to the Architects/Structural Consultants, the SBI may engage, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, at the cost of Architects/Structural Consultants and shall be liable to the SBI for any increase in cost for such similar Services. However, the Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants or to the SBI as decided by the SBI.

18.5 During the transition, the Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants. In such case, the SBI shall give prior notice to the existing Architects/Structural Consultants. The existing Architects/Structural Consultants shall continue to provide services as per the terms of Contract until a 'New Architects/Structural Consultants completely takes over the work. During the transition phase, the existing A P MC shall render all reasonable assistance to the new Architects/Structural Consultants 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 Architects/Structural Consultants for loss, if any, caused to the Bank on account of failure of Architects/Structural Consultants to deliver the Services or unsatisfactory performance or inordinate delay on the part of Architects/Structural Consultants in rendering the Services or failure of Architects/Structural Consultants 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 Architects/Structural Consultants, 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 Architects/Structural Consultants shall be limited to maximum of 10% of total fees payable to Architects/Structural Consultants on entire actual work, for which the Architects/Structural Consultants services are availed by SBI. The decision of SBI in this matter after giving due hearing to the Architects/Structural Consultants's arguments, shall be final and binding on the Architects/Structural Consultants.

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 Architects/Structural Consultants, 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 Architects/Structural Consultants, 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 Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants 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 Architects/Structural Consultants.

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 Architects/Structural Consultants. 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 Architects/Structural Consultants from his responsibility to pay any tax that may be levied in India on income and profits made by the Architects/Structural Consultants in respect of this contract.

24. Compliance with Laws

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

Architects/Structural Consultants 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 Architects/Structural Consultants 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 contractor is persuaded to get the defects, if any, removed by own cost.

Architects/Structural Consultants' Fees:

25.1. In consideration of the performance of the contract, SBI agrees to pay the firm, as compensation for his services, total professional fees as per 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.

25.2. Terms of Payment of Fees:

The Bank will pay Professional fee to the Architect/Consultant of quoted rates and mentioned in the price bid + GST of the actual work done.

Only 10% of professional fee to be paid for Pre-tender stage. 90 % Payment to be made against the project progress of the work.

The percentage of the professional fee to be calculated on the executed work by the L-1 Contractor. No professional fee to be paid on the finishing items like plater, painting etc.

26. 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 of2025 (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/Architects/Structural Consultants ") 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/Architects/Structural Consultants 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/Architects/Structural Consultants 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 or 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/Architects/Structural Consultants 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 Corrigendum's, other communication between RFP & Work Order.
- 5.2.4 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 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 Architects/Structural Consultants)

For and on behalf of

(Name and address of the successful Architect/Consultant)

(Seal of the successful Architect/Consultant)