



State Bank of India
Premises & Estate Department,
Local Head Office, Maharashtra Circle
'Spandan', 15th Floor, Plot No. 3/2 & AM-3, M.I.D.C.,
Kharadi Knowledge Park, Thite Nagar, Pune - 411 014
Phone No. 020-26236546, e-mail: agmpe.lhomah@sbi.co.in

TENDER ID: MAH20251006

EXPRESSION OF INTEREST (EOI) FOR PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF ADMINISTRATIVE OFFICE BUILDING AT MIDC SATPUR NASHIK.

State Bank of India (SBI) invites Expression of Interest (EOI) from reputed and experienced Project Management Consultant for the Proposed **Construction of Administrative Office Building at MIDC Satpur, Nashik, Maharashtra.**

The prequalification/eligibility criteria, scope of the services to be rendered, terms and conditions of appointment and prescribed formats for submission of application can be downloaded from Banks website [Bank.sbi](https://bank.sbi) under "SBI in the News" under Procurement News (<https://bank.sbi/web/sbi-in-the-news/procurement-news>) from **26.01.2026 to 16.02.2026 up to 3.00 PM.**

Interested Firms complying prescribed eligibility criteria should ensure submission of their applications in the prescribed format with supporting documents at this office latest by **3.00 pm on 16.02.2026.** Applications received after due date and time will not be entertained. The SBI reserves their rights to accept or reject any or all the tenders without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.

Assistant General Manager (P&E)



TENDER ID: MAH20251006

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Premises & Estate Department,
Local Head Office, Maharashtra Circle
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TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

GSTIN NO. : _____

DATE : _____

NOTICE INVITING EOI

State Bank of India invites online Expression of Interest (EOI) from reputed and experienced Project Management Consultant (PMC) for participating in the selection and engagement Project Management Consultant (PMC) for the Proposed Construction of Administrative Office Building at MIDC Satpur, Nashik, Maharashtra.

SN	Particulars	Details
1.	Name of work	Construction of Administrative Office Building at MIDC Satpur, Nashik, Maharashtra
2.	Nature of Work	Project Management Consultancy Services (PMC)
3.	Total Time allowed for completion of the Project	24 months from the date of work order to selected EPC Contractor.
4.	Estimated cost of the project	Rs. 32.82 Crore
5.	Earnest Money Deposit (EMD)	Rs 66,000 - by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Commercial Bank drawn in favor of Assistant General Manager (P&E) and payable at Pune.
6.	Availability of EOI documents	Available on Bank's website (https://bank.sbi/web/sbi-in-the-news/procurement-news) from 26.01.2026 to 16.02.2026 up to 3.00 PM.
7.	Website for Online Submission of bid	www.tenderwizard.com/SBIETENDER
8.	Address for submission of EMD	Hard copy of the EMD to be submitted to Assistant General Manager (P&E) State Bank of India Premises & Estate Department, Local Head Office, Maharashtra Circle 'Spandan', 15th Floor, Plot No. 3/2 & AM-3, M.I.D.C., Kharadi Knowledge Park, Thite Nagar, Pune - 411 014 Phone No. 020-26445630,e-mail: agmpe.lhomah@sbi.co.in
9.	Date of holding pre-bid meeting	02.02.2026 at 03.00 PM at address mentioned above
10.	Last date for submission of pre-bid queries, if any, by the bidders	02.02.2026 by 11.00 AM (via e-mail agmpe.lhomah@sbi.co.in)

11.	Last date & time for submission Technical Bid along with price bid.	16.02.2026 by 03:00 PM (Online Only)
12.	Date and Time of opening of Technical Bid.	16.02.2026 by 03:30 PM
13.	Opening of price bid	After completion of presentation from shortlisted bidders.
14.	Submission of Tender Documents (Online)	<ol style="list-style-type: none"> Contractors shall download the entire Technical Bid to get acquainted with the terms and conditions and shall upload compulsorily the all pages of technical bid without fail in the e-tendering portal after putting the signature and seal on all pages. Failing to upload as stated above, the tender will be rejected. Scanned Copy of EMD to be uploaded. Online Price Bid to be uploaded in the online portal.
15.	Mandatory Requirements	Valid Digital Signature is a must to participate in the online tender and Reverse Auction.
16.	Deductions from Payment to PMC	Income Tax (TDS), GST-TDS, other applicable taxes if any etc @ applicable rates

17. Conditional proposals are liable for disqualification.

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

19. 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.

20. The shortlisted Firms/Individual shall be invited for presentation and date shall be intimated by SBI after the scrutiny of Technical Bid.

21. For any clarifications, please contact Assistant General Manager (P&E) State Bank of India, Premises & Estate Department, Local Head Office, Maharashtra Circle 'Spandan', 15th Floor, Plot No. 3/2 & AM-3, M.I.D.C., Kharadi Knowledge Park, Thite Nagar, Pune - 411 014 through Email: agmpe.lhomah@sbi.co.in **03:00 PM on 02.02.2026** in the following format:

SN	Clause No. of the Bid Document	Page no	Query / Clarification sought

Pre-Bid meeting will be held at 03.00 PM on **02.02.2026** in the Office of the Assistant General Manager (P&E) State Bank of India, Premises & Estate Department, Local

Head Office, Maharashtra Circle 'Spandan', 15th Floor, Plot No. 3/2 & AM-3, M.I.D.C., Kharadi Knowledge Park, Thite Nagar, Pune - 411 014. All efforts will be made to furnish clarification during the pre-bid meeting. In exceptional cases, the clarification will be furnished subsequently. In both cases, the minutes of the pre-bid meeting containing clarifications shall be published on the BANK's website only.

Any clarifications issued by the BANK shall be an integral part of this document and shall amount to an amendment to the relevant clauses of this document, wherever required. Interested Firms/Individuals fulfilling prescribed eligibility criteria are hereby invited and requested to ensure submission of their Proposals in the prescribed format with supporting documents through online mode and send EMD to the Assistant General Manager (P&E) State Bank of India, Premises & Estate Department, Local Head Office, Maharashtra Circle 'Spandan', 15th Floor, Plot No. 3/2 & AM-3, M.I.D.C., Kharadi Knowledge Park, Thite Nagar, Pune - 411 014 **by 3.00 PM on 16.02.2026.**

22. The bidders are advised to submit the original EMD in a sealed envelope before last date of submission to the specified address as per EOI.

Assistant General Manager (P&E)

Contact Information

Antares Systems Limited	State Bank of India
<p>'Honganasu', #137/3, Bangalore Mysore Road, Opp. to Metro Pillar #P-696, Kengeri, Bengaluru – 560 060, India</p> <p>Vendor Help Desk: 9073677150 / 9073677151 / 9073677152 / 9674758723 / 9674758726 / 9674758506 / 9686449042 / 9708966660 / 9044314492 / 8951944383 / 9771414548 / 9708966664 / 9731967722 / 9606921010</p> <p>Mr. Kushal Bose, Mob: 9674758719, E-Mail: helpdesk857@etenderwizard.com</p>	<p>To, Assistant General Manager (P&E) State Bank of India Premises & Estate Department, Local Head Office, Maharashtra Circle 'Spandan', 15th Floor, Plot No. 3/2 & AM-3, M.I.D.C., Kharadi Knowledge Park, Thite Nagar, Pune - 411 014 E-mail: agmpe.lhomah@sbi.co.in</p> <p>Officer Name: Mr. Shrikrishna M. Dahikar Department: Premises & Estate Contact No: 9950999155 E-mail: shrikrishna.dahikar@sbi.co.in</p> <p>Officer Name: Mr. Prakhar Namjoshi Department: Premises & Estate Contact No: 8989441109 E-mail: prakhar.namjoshi@sbi.co.in</p>

1. **Disclaimer**

- 1.1. The information contained in this EOI document or information provided subsequently to bidders whether verbally or in documentary form/email by or on behalf of State Bank of India, is subject to the terms and conditions set out in this EOI document.
- 1.2. This EOI is not an offer by SBI, but an invitation to receive responses from the eligible bidders. No contractual obligation whatsoever shall arise from the EOI process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected bidders.
- 1.3. The purpose of this EOI is to provide the PMC(s) with information to assist preparation of their Bid proposals. This EOI does not claim to contain all the information each PMC may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this EOI and where necessary obtain independent advices/clarifications. SBI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI.
- 1.4. The SBI, its employees and advisors make no representation or warranty and shall have no liability to any person, including any PMC 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 EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI 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 bidder upon the statements contained in this EOI.
- 1.6. The issue of this EOI does not imply that the SBI is bound to select a bidder 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 bidder 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 bidder's risk and may result in rejection of the Bid.

INSTRUCTIONS TO PERSPECTIVE PROJECT MANAGEMENT CONSULTANTS (PMC)

1. Scope of work:

PMC Services to render Project Management Consultancy Services for Proposed Construction of Administrative Office Building at MIDC Satpur, Nashik, Maharashtra

1.1. Site and its location

Plot No. - 24 Industrial Area, MIDC Satpur, Near Sakal Circle, Trimbak Road, Nashik, Maharashtra - 422 007

1.2. Proposed Construction:

SBI propose to construct Commercial building on the above-mentioned plot.

2. EOI documents:

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

- Instructions to Perspective bidders
- General conditions of Contract
- 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. Addendums (if any)
- c. General conditions of contract
- d. Instructions to Perspective bidder

2.3. The tender documents are not transferable.

3. Site Visit:

The bidders are advised to obtain all necessary information to participate in this EOI 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 bidder shall be bound to enter into an agreement in the prescribed format, 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 bidder whether such formal agreement is subsequently entered into or not.

5. **Completion Period:**

Time is essence of the contract. The Project has to be completed in all respect & in accordance with the terms of contract within a period of **24 months** from the date of award of work to L-1 EPC Bidder. The time for onboarding the EPC contractor post open tendering will be 3 months from the date of work order to PMC.

6. **Validity of Price Bid:**

Design Proposals shall remain valid and open for acceptance for a period of 90 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 Design Proposal shall be summarily disqualified without notice and no correspondence shall be entertained in this regard.

7. Price Bid shall be opened only of those shortlisted bidders who will participate in the proposed presentation proving their technical competency and capability in handling similar projects for Central Govt. Dept./State Govt. Dept./ Semi Govt./ Dept./ PSU/ Public sector Banks/ Public limited (Listed) Company/ Private Listed companies / Reputed Institutional buildings.

8. All the bidders shall be bound to accept and sign the "Integrity Pact" as per attached "Annexure I". The Application/EOI of the bidders not submitting the Integrity Pact as per prescribed format shall be summarily disqualified and no correspondence shall be entertained in this regard.

9. **Joint Venture / Consortia shall not be allowed**, and Prospective bidder should meet the mentioned Eligibility criteria themselves.

10. The bidder should upload the signed and scanned required documents along with this tender document.

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 PMC, 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.
 - a) 'SBI' shall mean State Bank of India, Premises & Estate Department, Local Head Office, Maharashtra Circle 'Spandan', 15th Floor, Plot No. 3/2 & AM-3, M.I.D.C., Kharadi Knowledge Park, Thite Nagar, Pune - 411 014.
 - b) 'The PMC' shall mean the individual or firm or company selected and engaged for undertaking the project as PMC and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.
2. The PMC must be equipped with adequate expertise and experience in undertaking Planning, designing & implementing/execution of Civil, Landscaping work, Electrical (HT/LT), Plumbing, Air-Conditioning, Lifts/Elevators, DG sets, UPS system, IBMS (CCTV, Public Address System, Fire & Safety Systems and integrating it with Building Management System) and all essential and ancillary works/services required for construction and completion of Commercial building.
3. **Eligibility criteria:**
 - (i) Minimum 7 years' experience as a PMC as on 31.12.2025. The experience should include all consultancy services for buildings such as architectural, structural, engineering, Interior and Furnishing and all internal and external services such as electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, firefighting/ horticulture, EPABX / Networking, gymnasium, parking, rainwater harvesting, sewage treatment plant, recycling of wastewater etc.
 - (ii) The PMC should have rendered satisfactory professional services in planning, designing & supervision of similar high-rise building construction projects, from inception to completion stage for:

(a) One similar assignment with a project construction completion cost of **Rs. 26.26 crores** (excluding GST)

or

(b) Two similar assignments with a project construction completion cost of **Rs. 16.41 crores** (excluding GST)

or

(c) Three similar assignments with a project construction completion cost of **Rs. 13.13 crores** (excluding GST)

during last 7 years ending on 31.12.2025. These building projects should be commercial/ institutional building projects.

“Similar Work” under this clause means Planning, Designing and Supervision of Construction of Commercial buildings with basements including Civil, Plumbing, Sanitary, Interior & Furnishing, Fire Fighting and Electrical Installation work for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks/ Public Listed companies/ Private Listed companies/ Reputed Institutional buildings during last 7 years”.

- (iii) The PMC should preferably have a full-fledged office or ready to establish an office in Nashik and should have adequate number of qualified Architects, Engineers and other personnel on the payroll / establishment of the company and should also have tie up arrangements with reputed registered and licensed services Architect, firms, Electrical Architects, Air-conditioning Architect etc.
- (iv) The average annual turnover of the firm by way of professional Fee in last three financial years ending on 31.03.2025 shall not be less **Rs. 20 Lakhs**. Copies of the audited Annual Balance sheet for the last three financial years ending on 31.03.2025 shall be submitted in support of claims.
- (v) The firm satisfying the prescribed eligibility criteria shall only become eligible to bid the assignment. Clear supporting evidences like photographs, certificates, documents etc. should be submitted with the bid.
- (vi) The firm should either have their local / Branch Office in Nashik (documentary evidence to be submitted) or prepared to setup an adequate office setup with in-house capability and infrastructure / expertise to Manage such high magnitude specialized projects in Nashik within 2 months from the date of award of contract provided they are qualified for the project through laid down selection process. An undertaking to be submitted by the PMC to this effect along with their application.
- (vii) The bidder shall be ready to establish temporarily office for discussions/meetings with SBI higher officials at Pune and Mumbai during all project stages.

- (viii) The bidder/firm shall be responsible and prepared to engage expertise/Architects for all specialized services of the project for which in house expertise is not available with them within the professional fee agreed and payable to them.
 - (ix) The bidder/ firm should have qualified & experienced technical team at its disposal for deployment at site for day-to-day supervision of the project during the execution of the project from date of commencement of work to handing over of the entire infrastructure to the SBI.
 - (x) The bidder should have all necessary licenses, permissions, consents, no objection certificates, approvals as required under the law for carrying out its/their business including those envisaged under the scope of this EOI.
 - (xi) The bidder/firm should have a valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.
 - (xii) The bidder/firm should not have been blacklisted by the Govt. of India Organizations / PSU / PSE / Govt. Depts./reputed Private Public Limited Companies etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory professional services during the last 3 (three) years. (Self- declaration to be submitted by the PMC along with their application).
 - (xiii) The bidder/firm should not be a consortium.
 - (xiv) However, merely fulfilling the prescribed eligibility criteria shall not entitle the PMC for shortlisting and invitation for participation in the proposed Techno-commercial competition for the project. The shortlisting as well as final selection of PMC for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous employers etc.
4. The objective of this EOI is to identify reputed PMC Firm for setting up of the Construction of Administrative Office Building, as envisaged above by engaging an EPC Contractor etc.
5. **Submission of bids:**
- i. The technical bid and price bid along with certified/self-attested copies of the supporting documents shall be submitted online only.
EMD shall be sent in a sealed envelope super-scribing on top “EMD for Expression of Interest (EOI) for the Proposed Construction of Administrative Office Building at MIDC Satpur, Nashik, Maharashtra” to the specified address as per notice for EOI.

The EMD shall be sent in a sealed envelope by SPEED POST to Assistant General Manager, State Bank of India, Premises & Estate Department, Local Head Office, Maharashtra Circle 'Spandan', 15th Floor, Plot No. 3/2 & AM-3, M.I.D.C., Kharadi Knowledge Park, Thite Nagar, Pune - 411 014 or dropped in the tender box available at ground floor and 15th floor of LHO Maharashtra, 'Spandan' Building, Plot No. 3/2 & AM-3, M.I.D.C., Kharadi Knowledge Park, Thite Nagar, Pune - 411 014 on all working days from 26.01.2026 to 16.02.2026 up to 03:00 PM.

ii. All Annexures shall be duly signed by the firm with stamp on each page.

iii. **Earnest Money Deposit (EMD)**

The tenderers are requested to submit the Earnest Money of **Rs 66,000 /-** by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Commercial Bank drawn in favor of Assistant General Manager (P&E) and payable at Pune.

EMD in any other form other than as specified above will not be accepted.

Tender not accompanied by the EMD in accordance above shall be rejected.

No interest will be paid on the EMD.

EMD of unsuccessful tenderer will be refunded within 30 days of award of Contract.

iv. **Initial Security Deposit**

The successful tenderer will have to submit a sum equivalent to 10% of accepted tender value in the form of Bank guarantee (BG) within a period of 30 days from the date of receipt of Letter of Intent (LOI)/ Work Order from SBI. The EMD will be returned to successful bidder after submission of security deposit (BG) without any interest thereon.

No interest shall be paid to the amount retained by the SBI as Security Deposit and EMD.

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

- a) The online Technical Bid of all the bidders will be first opened by the authorized committee and evaluated on the various eligibility criteria and other marking matrix parameters as per "ANNEXURE B".
- b) The Bids will be initially evaluated for the eligibility based on the documents submitted in support of eligibility criteria specified hereinbefore and accordingly bidders fulfilling the various criteria shall be shortlisted.
- c) Maximum 5 to 6 PMC Firms/Individuals scoring highest marks on the prescribed parameters and marking matrix shall be shortlisted by the Committee.
- d) The SBI may consider inspecting the projects and calling for confidential reports from their clients prior to shortlisting and inviting for presentation for the project.
- e) The PMC submitting the requisite papers/ documents/drawings/Models etc. shall be invited for making a presentation before competent Committee constituted by the SBI.
- f) A committee will evaluate the proposal and the presentation of the proposed approach, methodology and technical capabilities of the bidders and shortlist the

bidders as per the laid down criteria. The decision of the Committee shall be final and binding on the bidders.

- g) The online Price/Commercial Bid of only to those bidders shall be opened who will participate in the Presentation.
- h) The Technical Bid and Commercial/Price Bid will have weightage of 70 and 30 marks respectively.

7. Presentation:

- a) Bidders shortlisted for participating in presentation will have to present their scheme of proposals/drawings/plans/visuals/3D Views etc. to the committee on the date to be advised by SBI separately.
- b) Each Bidder will be given about 15 to 20 minutes time for making presentation. After presentation the committee members will interact with the Bidder to understand presentation.
- c) To participate in design presentation, the bidders will have to attend the event on their own expenses.
- d) The exact timing of start of time slot shall be intimated to bidders separately.
- e) The design brief can be seen in scope of work for the project.
- f) The detailed presentation by the eligible BIDDERS will be held on the date and venue intimated to the concerned BIDDERS. The presentation will be part of technical bid and will be evaluated accordingly. Presentation shall broadly include: as per the annexure B:
 - Past project with focus on special features
 - Quality aspect along with some photos
 - Special management techniques that might be have been used to execute the project speedily and with initial budget cost
 - Typical project schedule of past projects of similar nature (preferably qualifying projects)
 - Project management approach for this project
 - work plan including time schedule
 - Quality assurance/
 - HSE /Risk System
 - Project organization
 - Responsibility of key personal
 - Overall Presentation, Interpretation of presentation Concept, Interaction on concept and response to queries of the committee members
 - Technical approach and Methodology towards this project with respect to the nature of technology, structure, orientation, kind of finish, approaches for green building, sustainability, energy efficiency/ overall savings safety measures, innovations etc. and innovative idea if technology/ PEB /Modular construction.

8. Based on the presentation proposal, their capability and capacity shall be judged and rated by the competent committee of SBI including some independent external members on various Parameters and marking matrix as per **ANNEXURE - A** for the purpose.

9. **Financial bid**

a) The perspective PMC are required to submit their price bid in the specified format as per Annexure - G in online mode only.

b) The Price/Commercial Bid of only those PMC shall be opened/ entertained who will participate in the Technical Presentation against Specific Invitation from SBI.

c) The price Bid shall be opened only after successful completion of the Technical Presentation and its Evaluation by the Competent Committee.

10. **Professional Fee:**

While quoting the professional fee for the project, the PMC are as advised to consider the following:

i) The bidders are required to quote professional fee (excluding GST) for the Project Management Consultancy Services in the Price Bid. The quote will be in % of the actual project cost quoted by the EPC contractor.

ii) The total professional Fee (i.e. Fee towards PMC) can be quoted by the perspective bidders within following limits: -

Upper cap (Maximum) @ 2% of the Actual project cost

(a) No professional fee shall be payable to the perspective PMC's for the bought-out items which are directly procured by the SBI.

(b) The perspective PMC shall support to L-1 EPC contractor builder or their Architect for obtaining all mandatory building permissions/approvals (Essential for commencement of construction at site) and its periodical renewal, seeking completion/occupancy certificates after completion of project etc. from the respective department/authorities including necessary liaison for procuring such permissions within the quoted professional fee only. However, any Govt. fee /charges payable to the respective Govt authorities against Govt's demand note/challan/Map fee etc, shall be paid by the SBI against production of original copies of such demand note/challans.

(c) The selected PMC 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 & GST TDS as per applicable rules of Government.

11. Award of Contract:

- a) The firm which gets highest marks (obtained in technical and commercial bid put together) will be decided as the prospective PMC for further decision on awarding of contract.
- b) SBI may reject any/all the bids received without assigning any reason whatsoever.
- c) Validity period of bid: 90 days shall be the validity period of bid from the date of opening of Price/Commercial Bid.

12. Terms of Payment of Fees

- a) 90% payment against progressive bills after 15 days of payment to the contractor.
- b) 5% after 36 months of settlement of final bills of all the contractors.
- c) Balance 5% after expiry of latest of the Defects Liability periods of the various contractors. 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.

13. On award of the contract, the Firm will be expected to take up/commence the assignment within 15 days of time from the date of agreement.

14. If the performance of the PMC 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 one months' notice and in such an eventuality, no claim for any compensation/Fee for the balance work shall be considered. However, their dues shall be settled as per provisions contained in the standard agreement for the purpose, in proportion to the services actually rendered.

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

16. Any corrigendum in this EOI shall be intimated through announcement at Bank's website or through registered email only. The prospective bidders are requested to peruse Procurement News section of our Bank's website Bank.sbi on time to time till the process of selection of PMC gets over.

17. Officials of SBI/ Bank may visit office of the PMC, sites of project completed by PMC and office of those clients to verify information submitted by PMC in technical bid. In case it is found that PMC has submitted misleading information in technical bid, the candidature of such PMC(s) will be dismissed. SBI will have discretion to seek confidential report from previous clients of the PMC and in case of any negative

report/feedback, the SBI may take action as deemed fit.

18. Scope of services:

SBI proposes to engage services of Project Management Consultant for Proposed Construction of Administrative Office Building at MIDC Satpur, Nashik, Maharashtra. This will be a 'State of Art' design having all modern amenities and will comply / have features of 'Green' and Energy Efficient Building.

18.1. SBI intends to commence and complete the works in all respects viz. ready for occupation within a maximum time span of **24 months** from the date of work order to L-1 EPC contractor.

18.2. The proposed PMC will take up all further necessary work on the project including support to the L-1 contractor for obtaining Municipal and other mandatory permissions, NOCs, occupation / completion certificate required to be obtained from the local Authorities viz. MIDC, Municipal Corporations, Town & Country Planning Department and any other State / Central Government / Statutory authorities etc. as applicable including obtaining occupation and completion certificate from MIDC/ Municipal Corporations/Govt. authorities within the specified time frame.

18.3. The time is the essence of the contract and the duties of the PMC will be governed by the standard agreement (sample of proposed agreement can be inspected at this office during Office hours) to be executed with SBI by the successful PMC.

18.4. The role and responsibilities of the PMC will broadly include:

a) Pre-construction Stage before EPC contractor Selection Phase

i) Preparation of Preliminary Design and Block Estimate

PMC shall arrange to prepare the preliminary drawings and designs based on the Bank's requirement and the local municipal norms which will be baseline for the contractor to develop detailed architectural drawings. Based on the conceptual design, PMC shall work out the block estimate for the project with reference to CPWD PAR /prevailing market rate.

ii) Preparation of Tender documents for Selection of EPC Contractor

PMC shall prepare comprehensive EOI/ tender documents, including technical specifications, eligibility criteria and evaluation methodology complying CVC guidelines, incorporating clauses for integrity pact, transparency etc. in consultation with the committee of SBI.

iii) Bid Evaluation and Selection

- Provide technical assistance in the evaluation of bids received for the selection of EPC contractor.

- Prepare, develop suitable format or modify the available format, scope of work and submission requirements for the design competition / presentation.
- Conduct design presentation /competition as part of the tender evaluation criteria.
- Develop evaluation criteria and weightage for the Quality & Cost Based Selection (QCBS) selection including various aspects like experience, innovation, design, suitability, aesthetics, compliance with project requirements, etc.
- Technical bid scrutiny based on the evaluation strategy stated in the tender documents.
- Preparation of the comparative statements and recommending the most suitable bidder (QCBS based).
- Submitting the project technical report based on the successful bidder & recommending to the Bank for financial sanction.

b) Pre-construction Stage post selection of EPC contractor (L-1)

i) Issuing the Letter of Intent (LOI)

The PMC has to arrange for issuing LOI to the successful bidders including followings: -

- Project details
- Intent to Award subject to fulfillment of specified preconditions.
- Contract Value
- Design and Scope obligations List of conditions to be fulfilled before award of Work and formal contract signing such as Submission of ASD & ISD, Finalization of detailed designs, MEP etc
- Project timeframe including key milestones.

ii) Design review and Validation

- Review the detailed design prepared by the L-1 EPC contractor to ensure it meets the tender specifications, regulatory requirements and applicable quality standards.
- Validate the structural, architectural and MEP (mechanical, electrical, plumbing) designs ensuring the constructability and value engineering.
- PMC shall ensure that the Contractor's designs align with the technical specifications and Bank's requirements as outlined in the tender.
- Recommend necessary modifications in consultation with the user department and concerned project engineer from the Bank, within a defined timeframe.

iii) Planning and Scheduling

- Validate the overall project schedule submitted by the L-1 EPC contractor.
- Develop a detailed project management plan including risk assessment and mitigation strategies.

iv) Issuing Work Order to the L-1 Contractor

- Issuing work order subject to fulfillment of all mandatory requirements as stipulated in LOI including obtaining all necessary statutory approvals, permissions from local

authorities for architectural drawings, fire NOC, Third party vetting of structural designs etc by the EPC contractor.

c) Broad Scope of Work during Construction Phase

- i. Construction supervision and Monitoring
 - ii. Quality Assurance and Control
 - iii. Coordination among all stakeholders
 - iv. Reporting & MOM
 - v. Measurement of executed quantities
 - vi. Verification of bills and its recommendations to the department.
 - vii. Conducting periodical testing of materials & submission of reports
-
- i. The PMC will support to EPC L-1 contractor on behalf of the Bank for obtaining all required approvals, NOCs, building permission / commencement certificate / Building / Municipal Permission from the PMC / local Municipal Corporation, Town & Country Planning department, Aviation, Maharashtra State Electricity Board, Electrical Inspector, Lifts/Elevators Inspectors/CEA/CPCB/ 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 by the L-1 contractor in a time bound manner as per the agreement with the Bank.
 - ii. The responsibility for liaising with all Govt. departments/authorities responsible for issuance of such mandatory permissions shall remain within the scope of services of the EPC L-1 contractor within their contract value and no extra charges toward liaising etc. shall be payable for the same except reimbursement of govt charges / fee payable against production of receipt /challans in respect of deposits made with the competent authorities, if any.
 - iii. Scrutiny of detailed design of all internal and external services such as electrical, AC, plumbing, water supply, lifts, firefighting / horticulture, EPABX / Networking, Building Management System, etc. submitted by EPC Contractor.
 - iv. 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.
 - v. Submitting PERT CHART / Bar Chart through Project management Software (MS Project/Primavera) incorporating all the activities required for the completion of the project well in time.
 - vi. Preparation of block estimates as per CPWD PAR, draft tenders and advising panel of EPC contractor to SBI.

- vii. PMC will ensure to obtain Platinum IGBC rating for the proposed building.
- viii. Preparing documents for pre-qualification and empanelment of EPC contractor, scrutinizing prequalification applications, submitting recommendations for prequalification of EPC contractor for the project after inspection of work sites/office of various shortlisted EPCs and extending all assistance to the SBI in finalizing the list of qualified EPC Contractor by following elaborate procedure / norms laid down as per CVC guidelines.
- ix. Preparing detailed tender documents/notices for various trades including Articles of agreement, special conditions, general conditions of contract, tentative specifications, bill of quantities (BOQ), time and progress charts, etc. and seeking approval for the same from SBI based on approved estimates by SBI.
- x. Calling of competitive tenders each trade-wise at appropriate time from the pre-qualified EPC contractor. Required sets of tender documents will have to be prepared by the PMC themselves at no extra cost to SBI.
- xi. 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 PMC, placing of work order etc.
- xii. Complete role of Project Management Consultancy (PMC) will also be played to ensure both qualitative and quantitative aspects of the project and would include day to day supervision of work through a team of various experienced Engineers led by a Project Manager to be posted at the site (within the professional fee mutually agreed only) and who will be overall responsible for smooth and timely completion of all works within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the PMC.
- xiii. The PMC work will broadly include quality control during execution of project recording of measurements, verification of running account, final bills of contractors, finalization of accounts, extra / deviated items, rate analysis, maintaining various registers as per CVC / Bank's guidelines at site, preparation of bar chart, CPM networks and its updating for monitoring progress etc. The collection of samples of various materials is being used at the site and arranging for its testing through approved laboratories / institutes will have to be done and proper record / registers need to be maintained at site.
- xiv. Ensuring day to day supervision, recording measurements, ensuring daily check on quality and specifications of the work being executed, ensuring on site / laboratory testing of materials as per contractual provisions and maintaining record thereof, ensuring compliance with all other standards etc. by deploying minimum 3 full time qualified Site Engineers (engineering graduate of civil & electrical branch with minimum 5-8 year site experience) for all works and services at their own cost within the fee payable.

- xv. Conducting thorough scrutiny and certification of EPC contractor's bills/stage wise payment of EPC contractor including on site verification of 100% measurement for its correctness besides certifying execution of quality work strictly as per tender specifications, issuing periodical recommendations and certificates for payments to enable SBI to make payments to the EPC contractor and adjustments of all accounts between the EPC contractor and the SBI.
- xvi. The PMC shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the PMC to check the measurements of various items to the extent of 100% of each item of work claimed, in each running bill.
- xvii. The effective communication between various agencies / vendors contractors will have to be ensured by the PMC. The problems / hindrances / bottlenecks need to be sorted out / removed by arranging site meetings of all concerned including employer (SBI) and record of such meetings, decisions taken etc. need to be maintained in a chronological manner kept in a separate register.
- xviii. During the defect liability period carrying out periodical inspection along with representatives of SBI/ SBI and contractor, preparation of defects list and arrange for its rectification from contractor.
- xix. To advise EPC Contractor for Preparation of 'As Built' drawings including those for all services and 2 sets of such drawings laminate and in the form of a CD/pen drive (soft copy) will have to be prepared and submitted to SBI.
- xx. The Bank's project comes under Technical Audit by the Chief Technical Examiner's (CTE) Organization of Central Vigilance Commission. The PMC will assist the Bank in submission of reply to CTE's queries, if any and compliance of their observations.
- xxi. They 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.
- xxii. The PMC shall act as faithful advisor and shall at all time support and safeguard legitimate interests of the SBI.
- xxiii. The PMC shall not accept any commission, discount etc. in connection with the activities to benefit himself.
- xxiv. All the activities mentioned in the scope of work shall be carried out in consultation with and approval of SBI team.
- xxv. The PMC shall assist the employer (SBI) in sending suitable replies to queries raised by CTE's/IEMS.
- xxvi. The list of duties mentioned above is only indicative and the PMC 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.

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

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

ii) **Contract Agreement:**

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

20. **Assignment and subletting**

The PMC shall not directly entrust and engage or indirectly transfer, assign or underlet the Project or any part or share thereof or interest therein to any other PMC without the written consent of the SBI and no undertaking shall relieve them from the responsibility of active & superintendence of the work during its progress. Wherever, the in-house expertise is not available with the PMC, they shall engage professionally qualified Architects for Structural / Electrical / Lifts / Firefighting / HVAC and other similar specialized professional service required for the verification of project within the approved professional Fee as per agreement other than structure design which shall be done by the EPC contractor through their structural consultant shall be duly checked by the PMC for its stability, safety and economy. However, responsibility in all matters pertaining to the project shall remain with PMC.

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

The SBI shall be at liberty to abandon or reduce the scope of professional services of the PMC for the reasons whatsoever including unsatisfactory performance or inordinate delay in rendering professional services in the project. In such an eventuality, the PMC shall have no right to claim any payment/ compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

22. **Fraud & Corrupt Practices**

22.1. The PMC 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 an Application or any such suggestion of PMC without being liable in any manner whatsoever to the PMC, 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.

22.2. Without prejudice to the rights of the SBI hereinabove, if an PMC 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 PMC shall not be eligible to participate in any EOI issued by the SBI during the next period as decided by the SBI.

22.3. For the purposes of this Clause, 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 Authority or has dealt with matters concerning the Concession 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 Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority 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 bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process/ Techno commercial evaluation of the EPC contractor.

23. Termination for Default

23.1. 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 PMC, may terminate the Contract in whole or in part:

- a. If the PMC 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 PMC 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 EOI.
- f. If the PMC fails to open their office locally at Nashik within the timeline specified in this EOI.

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

23.3. If the contract is terminated under any termination clause, the PMC 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 PMC or to the SBI as decided by the SBI.

23.4. During the transition, the PMC shall also support the SBI on technical queries/support on process implementation.

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

23.6. In the event of failure of PMC 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 PMC. In such a case, the SBI shall give prior notice to the existing PMC. The existing PMC shall continue to provide services as per the terms

of Contract until a 'New PMC completely takes over the work. During the transition phase, the existing PMC shall render all reasonable assistance to the new PMC within such period prescribed by the SBI, at no additional cost to the SBI, for ensuring smooth switch over and continuity of services.

24. Force Majeure

- 24.1. Neither contractor 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.
- 24.2. 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.
- 24.3. 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 therefrom 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.
- 24.4. 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.

25. Termination for Insolvency

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

26. Termination for Convenience

The SBI, by written notice of not less than 30 (Thirty) days sent to the PMC, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the SBI's convenience, the extent to which performance of the PMC under the Contract is terminated, and the date upon which such termination becomes effective.

27. Governing Language

The governing language shall be English.

28. Taxes and Duties

- 28.1. The PMC 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 PMC shall include all such taxes (excluding GST) in the approved professional Fee.
- 28.2. Price Bid quoted should be inclusive of all Central / State Government taxes/duties and levies but exclusive of GST.
- 28.3. Fee payable to the PMC 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.
- 28.4. 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 PMC.

29. Tax deduction at Source

- 29.1. 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 bidders. 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 bidders from his responsibility to pay any tax that may be levied in India on income and profits made by the bidders in respect of this contract.
- 29.2. The bidders staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the bidders shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

30. Notices

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

31. Transition Plan

In the event of failure of the PMC 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 PMC. In such case, the SBI shall give prior notice to the existing PMC.

The existing PMC shall continue to provide services as per the terms of Contract

until a New PMC completely takes over the work. During the transition phase, the existing PMC shall render all reasonable assistance to the new PMC within such period prescribed by the SBI, for ensuring smooth switch over and continuity of Professional Services.

32. Compliance with Laws

It shall be the sole responsibility of PMC to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by PMC as envisaged under this. PMC through EPC contractor shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws towards its Services throughout the currency of the Contract. The PMC 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.

33. Non-Hire and Non-Solicitation

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

34. Payment Terms

The payment will be based on the final agreed percentage on the bills cleared for L-1 EPC contractor. All payment terms shall be made to PMC as per the format of agreement attached in ANNEXURE – J/ point number 12 of EOI.

Signed as token of acceptance

Signature of Bidder with seal Date:

Place:

SAMPLE BUISNESS RULE DOCUMENT

EXPRESSION OF INTEREST (EOI) FOR PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF ADMINISTRATIVE OFFICE BUILDING AT MIDC SATPUR, NASHIK, MAHARASHTRA.

(A) Business rules for E-tendering:

1. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
2. In case of e-tendering, SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
3. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
4. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
5. The Contractors will be required to submit the various documents in sealed Envelope to the office of SBI at the address mentioned hereinbefore by the stipulated date i.e. (1) Hard Copy of Technical Bid duly signed and stamped on each page (2) Demand Draft of specified amount of EMD. Contractors not submitting any one or more documents shall not be eligible to participate in the on-line price bidding.
6. E-tendering will be conducted on schedule date & time.
7. **The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of E-tendering:

SBI shall finalize the Tender through e-tendering mode for which M/s. Antares System has been engaged by SBI, an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBI through M/s. Antares System, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the

necessary arrangements/ alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBI is not responsible for such eventualities.

2. M/s. Antares System shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. **BID PRICE:** The Bidder has to quote the rate as per the Tender Document provided by SBI their appointed Architects.
5. **VALIDITY OF BIDS:** The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. Procedure of E-tendering:
 - i. **Online E-tendering:**
 - (a) The NIT & Technical bid available on the Bank's website during the period specified in the NIT.
 - (b) Online e-tendering is open to bidders who are qualified for participating in the price bidding as provisions mentioned herein above through SBI approved Service Provider.
 - (c) **The Price-Bid shall be made available online only** by the Service Provider wherein the contractors will be required to fill-in their percentage on the project cost.
 - (d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
 - (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.
7. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by M/s. Antares System. The Bidders are requested to change the Password after the receipt of initial Password from M/s. Antares System. All bids

made from the Login ID given to the bidder will be deemed to have been made by the bidder.

8. **BIDS PLACED BY BIDDER:** Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD.
9. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
10. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
13. **OTHER TERMS & CONDITIONS:**
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
 - SBI decision on award of Contract shall be final and binding on all the Bidders.
 - SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
 - SBI or its authorized service provider M/s Antares System shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - SBI or its authorized service provider M/s Antares System is not responsible for any damages, including damages that result from, but are not limited to negligence.

- SBI or its authorized service M/s Antares System will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s. Antares System.
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

SIGNATURE OF THE CONTRACTOR WITH SEAL

(D) Process Compliance Statement (Annexure II)

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

To,
Antares Systems Limited (Auction Tiger)
'Honganasu', #137/3, Bangalore Mysore Road,
Opp. to Metro Pillar #P-696, Kengeri,
Bengaluru – 560 060, India

Sub: **EXPRESSION OF INTEREST (EOI) FOR PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF ADMINISTRATIVE OFFICE BUILDING AT MIDC SATPUR, NASHIK, MAHARASHTRA**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the tendering event.
- 5) We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.**
- 6) We also confirm that we will mail the price confirmation / break up of our quoted price within 24 hours of the completion of the bid/ reverse auction and the format as requested by SBI/Antares Systems.
- 7) We, hereby confirm that we will honor the Bids placed by us during the E-tendering/ auction process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

ANNEXURE – A**PARAMETERS FOR DESIGN TECHNICAL COMPETITION****SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF ADMINISTRATIVE OFFICE BUILDING AT MIDC SATPUR, NASHIK, MAHARASHTRA****(A) BRIEF TECHNICAL PARAMETER FOR EVALUATION BEFORE DESIGN PRESENTATION (TOTAL MARKS-70)**

SN	Broad criteria/ Technical parameter	Maximum Marks
1	Number of technical staff (Architects and Engineers) in main office (on pay roll): Up to 20 staffs = 4 Marks, More than 20 and up to 35 = 5 Marks, More than 75 and up to 100 = 7 Marks More than 100 = 10 Marks	10
2	Experience of the firm, up to 10 yrs = 3 Marks more than 10 yrs and up to 15 yrs = 5 Marks, more than 15 yrs and up to 20 yrs = 8 Marks, more than 20 yrs = 10 Marks	10
3	Maximum value (Project Cost) of any single project handled in the last 7 years as on 31.12.2025, up to Rs 50 crores = 5 Marks, More than 50 crores and up to 100 crores =7 Marks, More than 100 crores and up to 200 Crores =8 Marks, More than 200 crores = 10 Marks	10
4	Experience with PSU/ Public Sector Bank/Public limited (Listed) Company/Govt. completed in the last 7 years as on 31.12.2025 One Project of at least 100% of the proposed project cost (33 Cr) = 15, One Projects of at least 80% of the proposed project cost = 12, Two or more Projects of at least 50% of the proposed project cost =10, Three or more Project of at least 40% of the proposed project cost =5	15
5	Having Local Office at Nashik. Full Fledged Office =5 Marks, Branch Office =3 Marks, No. Office =0 Marks	5
6	Performance Certificate from Existing Clients a. Excellent = 10 Marks b. Good= 08 Marks c. Satisfactory = 06 Marks	10

SN	Broad criteria/ Technical parameter	Maximum Marks
7	Certification level in green / energy saving building in LEED/ GRIHA/ IGBC rating system in any building (having project cost of Rs. 50 Cr or above) completed in the last 7 years as on 31.12.2025: a. Green certified 05 or more projects = 10 Marks b. Green certified 04 or more projects = 08 Marks c. Green certified 03 or more projects = 06 Marks d. Green certified 02 or more projects = 04 Marks	10
	TOTAL	70

SIGNATURE OF THE CONTRACTOR WITH SEAL

(B) BRIEF TECHNICAL PARAMETER FOR EVALUATION OF PRESENTATION MADE BY PMC (TOTAL MARKS 30)

APPROACH AND METHODOLOGY (to be presented before evaluation committee)

Mark to be allotted by BANK's evaluation committee / team on the basis of presentation made by The BIDDER on the following parameters:

SN	Broad criteria / Technical parameter	Maximum Marks
1	<u>Design concept of project done so far.</u> Architectural & Green building features, 3D view, preliminary layout plan, indicating furniture layout, other amenities specifications and approximate estimated cost.	3 Marks
2	<u>Statutory Approvals</u> Capability / experience in obtaining statutory approvals / Liaisoning with local Government authorities and estimated time limit specified for the same	3 Marks
3	Experience in undertaking similar projects with PSUs / Banks and handling CVC matters	2 Marks
4	Cost effective Site Utilization & Economical design along with Estimated Cost /Per Sqm cost	2 Marks
5	Compatibility of Site Orientation of the project considering Sun path and other such parameters governing the design concept. Massing (Compactness), Circulation (integration), Landscape blending with Existing profile of the proposed project.	2 Marks
6	Incorporation of Environmentally Friendly, Energy Saving and sustainability considerations in planning and design considering the use of eco-friendly materials, locally available materials and maximisation of retention of existing trees at site with IGBC Credentials.	2 Marks
7	Design Innovation Modern / Contemporary, State of the Art Cost Effective Architectural features used in the existing project.	2 Marks
8	Knowledge of Building Bylaws, National Building Code and Statutory Requirements of respective local bodies/Municipalities, etc.	2 Marks
9	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members	12 Marks
	TOTAL MARKS:	30 Marks

The PMC who score maximum marks put together for technical bid and price bid shall

be considered for selection.

The marks evaluated in the Technical evaluation (Technical & Design Presentation) shall be converted into 70 marks.

$$\text{Technical mark} = \frac{\text{Technical marks obtained to particular bidder}}{\text{Maximum Technical marks obtained among bidders}} \times 70$$

Marks in the price bid will be evaluated as under:

The lowest offer shall be treated as base and shall be given 30 marks.

Example of calculation of marks for price bid will be as under:

Financial bid quotes of four PMC's are as follows

- (i) A : 1.00 % of the cost of the project
- (ii) B : 1.50 % of the cost of the project
- (iii) C : 2.00 % of the cost of the project
- (iv) D : 2.5 % of the cost of the project

$$\text{Financial mark} = \frac{\text{Lowest quoted percentage}}{\text{Percentage quoted by bidder}} \times 30$$

The marks will be as under

- (i) A : $1.00 \times 30 / 1.00 = 30$
- (ii) B : $1.00 \times 30 / 1.5 = 20$
- (iii) C : $1.00 \times 30 / 2.00 = 15$
- (iv) D : $1.00 \times 30 / 2.5 = 12$

Signature, Name and Seal of PMC

With Date and Place

Please pay attention: -

Henceforth you will have to fill information in various forms. While doing so please keep in mind following things:

- Information to be furnished should be crisp, to the point and precise.
- Please do not keep any field blank. In case nothing has to be filled in a particular field then please write 'Not Applicable' there.
- Supporting documentary evidence are needed for claims made in the Proposal. Please keep copies of all these documents ready. Arrange them in order of appearance of their reference in the Proposal. Write Annexure number in serial order on these documents in top right corner of document in bold letters. Annexed the set of these documents at the end of the Proposal. Please mention correct Annexure Number at relevant pages of the Proposal. This will help us to evaluate the bid quickly.
- There is possibility that same document has to be mentioned as evidence at more than one place in the Proposal. In that case keep only one copy of that document and mention that particular Annexure Number at every place where that particular document needs to be referred.
- The certificate from the client should clearly mention particulars of the project, scope of services offered by the PMC, actual project cost, date of completion of project, existence of green building features and opinion of client on quality of services rendered by the PMC.

FIRM - PROFILE**SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF ADMINISTRATIVE OFFICE BUILDING AT MIDC SATPUR, NASHIK, MAHARASHTRA**

1	Name of the Firm	
2	Address	
3	Telephone No. with STD code & Mobile Number	
4	Fax No with STD code	
5	Primary e-mail address	
6	Alternate e-mail address	
7	Constitution of the Firm (Proprietorship Firm/ Partnership Firm/ Private Limited Company/ Public Limited Company)	
8	Date of Establishment	
9	Name of document of evidence of establishment like certificate of incorporation and its number (if any) and date of issue	
10	Annexure number of documents mentioned in col (9)	
11	Please mention PMC work done before 31.12.2025	
12	Annexure number of documents in evidence of information submitted in col (11)	
13	Name of proprietor / Partners / Directors	

14	Registration Number(s) with "Council of Architecture" if any			
15	Annexure number of copies of registration certificate mentioned in col (14)			
16	Goods & Service Tax registration number			
17	Annexure number of GST registration certificate			
18	Service Tax/ GST paid during last 3 years (amount in lacs)	Year ended on	Tax paid	
		31.03.2023		
		31.03.2024		
		31.03.2025		
19	Annexure number of certificates issued by chartered accountant for supporting information mentioned in col (18) or any other evidence in that regard			
20	Turnover of the firm during last 3 years (amount in lacs)	Year ended on	Turnover	
		31.03.2023		
		31.03.2024		
		31.03.2025		
21	Annexure number of certificates issued by chartered accountant for supporting information mentioned in col (20) and audited P&L statement in that regard			
22	Number of Architects/ Engineers who are promoters or permanent employee of the firm (These numbers should tally with details being given in Format VII and VIII)	Architects	Engineers	Total
23	Annexure number of lists of office equipment owned by the firm			

24	Address of registered Nashik office (if any)	
25	If firm is not having office in Nashik, then indicate the time by which it is likely to open an office thereat	
26	Details of Bank account of firm	
	Account name (exactly as it appears on statement of account)	
	Account number	
	IFSC	
	Name of Bank	
	Branch name and branch code	
27	Name and designation of executive of the firm to whom Bank can contact for seeking information	
28	Mobile number of above contact person	
29	Annexure number of latest income tax clearance certificate	

Signature of the PMC with Seal Date:

Place:

BIO-DATA OF THE PARTNERS / DIRECTORS

**SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PROPOSED
CONSTRUCTION OF ADMINISTRATIVE OFFICE BUILDING AT MIDC SATPUR
NASHIK, MAHARASHTRA**

Use separate form for each partner/director.

1	Name	
2	Designation/position	
3	Associated with the firm since	
4	Date of Birth	
5	Professional Qualification	
6	Professional Experience	
7	Professional Affiliation	
8	Details of Membership	
9	Detail of the papers published in Magazine (s) (If enclosed in separate sheet then indicate Annexure number)	
10	Annexure number of document evidencing association with the firm like partnership deed etc	

Signature of the PMC with seal Date:

Place:

ANNEXURE – D
BIO-DATA OF
TECHNICAL STAFF (ARCHITECTS/ ENGINEER)

SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PROPOSED
CONSTRUCTION OF ADMINISTRATIVE OFFICE BUILDING AT MIDC SATPUR
NASHIK, MAHARASHTRA

Use separate form for each Executive

1	Name	
2	Designation/position	
3	Associated with the firm since	
5	Professional Qualification	
6	Professional Experience	
7	Field of expertise	
8	Contact number	
9	e-mail Id	
10	Annexure number of document evidencing employment with the firm like EPF contribution etc	

Signature of the PMC with Seal Date:

Place:

DETAIL OF MAJOR BUILDING CONSTRUCTION
Completed during the last 7 years (as on 31.12.2025)

- i) **Use separate sheet for each work.**
 ii) **Mention only completed projects.**
 iii) **Mention only those projects which you want bank to consider judging your eligibility and awarding marks.**

1	Name and address of the Client	
2	Client's status like Public Sector Organization / Public Sector Bank/ Government Department	
3	Name of Project	
4	Description and nature of work	
5	Location of the building with complete address	
6	Job assigned to Architect in the project like Design/ PMC etc	
7	Estimated value of project (Rs in Cr)	
8	Final value of Project (Rs in Cr)	
9	Scheduled date of start of project	
10	Scheduled date of completion of project	
11	Actual date of start of project	
12	Actual date of completion of project	
13	Reasons of cost/ time over run, if any	
14	Number of stories	
15	Height of building from ground (in meters)	

16	Number of basement (s)	
17	Annexure number of side elevation/sectional elevation showing number of basement and height of building	
18	Whether Building constructed is having IGBC/GRIHA certification.	Yes/ No
19	Annexure number of letters received from the client regarding award of work.	
20	Annexure number of letters received from the client regarding successful completion of work.	

Note:

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

Signature of the PMC with Seal Date:

Place:

ANNEXURE – F

LIST OF PENDING ARBITRATION/LITIGATION/SUITS WITH PREVIOUS CLIENTS

**SELECTION OF PMC CONSTRUCTION OF ADMINISTRATIVE OFFICE BUILDING
AT MIDC SATPUR, NASHIK, MAHARASHTRA**

SR. NO .	NAME OF PROJECT WITH NAME OF CLIENT	PENDING SINCE	REASONS FOR PENDING	ANNEXURE NUMBER OF SUPPORTING DOCUMENT

Signature of the PMC with Seal Date:

Place:

(TO BE SUBMITTED IN ONLINE MODE ONLY)
PRICE BID

PERFORMA FOR SUBMISSION OF THE PRICE BID

SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PROPOSED
CONSTRUCTION OF ADMINISTRATIVE OFFICE BUILDING AT MIDC SATPUR
NASHIK, MAHARASHTRA

We have understood the prequalification criteria, scope of the services to be offered, the terms and conditions for the appointment to be rendered by the PMC specified by SBI in their technical bid as well from their standard agreement for the captioned purpose and we will abide by the same in case our proposal is accepted.

Accordingly, we now quote a total professional fee at

Fee in figures:(Percentage to the project cost)

Fee in words:

plus, GST as applicable.

(Upper cap maximum fee is 2 % of the actual project cost)

We agree that the above payment of the fees will be released to us at pre-determined stages related to the progress of work based on the standard terms of SBI in this regard.

We, further agree that in case we fail to deliver satisfactory services, State Bank of India will be at liberty to discontinue our services as PMC for the project within their sole discretion and no fee shall be claimed by us for the project.

We agree that the income tax (i.e. TDS& GST TDS) as payable to statutory authorities may be deducted from the above quoted fees. I/We fully understand that SBI is not bound to accept the lowest or any offer.

Signature, name and designation of the Authorized signatory Date:

Place:

PRE-CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT)

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2025/2026, between, on the one hand,

The State Bank of India (a body corporate incorporated under the State Bank of India Act, 1955) having its Corporate Center at State Bank Bhavan, Nariman Point, Mumbai and one of its local head offices at Pune through its.....Department / Office at (Hereinafter called the "SBI", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s represented by Shri MD & Chief Executive Officer (hereinafter called the " PMC which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the SBI proposes to appoint a PMC for proposed construction of administrative office building at MIDC Satpur, Nashik, Maharashtra and the PMC is willing to offer/has offered the services and WHEREAS the PMC is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the SBI is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the SBI to obtain the desired service / Equipment/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the SBI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the SBI

- 1.1. The SBI undertakes that no official of the SBI, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through

intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or

any other advantage from the PMC, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

- 1.2. The SBI will, during the pre-contract stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidders.
- 1.3. All the officials of the SBI will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4. In case any such preceding misconduct on the part of such official(s) is reported by the PMC to the SBI with full and verifiable facts and the same is prima facie found to be correct by the SBI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SBI and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SBI the proceedings under the contract would not be stalled.

2. **Commitments of PMC.**

- 2.1. The PMC commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2. The PMC will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3. The PMC further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with State

Bank of India.

- 2.4. Wherever applicable, the PMC shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian bidders shall disclose their foreign principals or associates, if any.
- 2.5. The PMC confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with the is Bid/contract.
- 2.6. The PMC further confirms and declares to the SBI that the PMC is the original SIs in respect of Equipment / product / service covered in the Bid documents and the PMC has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the SBI or any of its functionaries, whether officially or unofficially to the award of the contract to the PMC, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7. The PMC, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SBI or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8. The PMC will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9. The PMC will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10. The PMC shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the SBI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The PMC also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11. The PMC commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12. The PMC shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13. If the PMC or any employee of the PMC or any person acting on behalf of the PMC,

either directly or indirectly, is a relative of any of the officers of the SBI, or alternatively, if any relative of an officer of the SBI has financial Interest/stake in the PMC's firm, the same shall be disclosed by the PMC at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 2.14. The PMC shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SBI.
- 2.15. To define the scope of works of EPC builder.
- 2.16. Assisting Bank in carrying out soil investigation of site through specialized agencies. Working out requirements based on Bank's needs and norms.
- 2.17. Preparation of preliminary /conceptual architectural designs and drawings of the project which will work as baseline for the EPC contractor to develop detailed architectural drawings based on the banks requirements and local municipal norms, Block estimate based on CPWD PAR as well as market rates for items which are not available in CPWD PAR, item-wise specifications, make of materials etc.
- 2.18. Pre-qualification process, preparation of eligibility criteria, design basis and tender documents for selection of EPC company.
- 2.19. Review the detailed design prepared by the L-1 EPC contractor to ensure it meets the tender specifications, regulatory requirements and applicable quality standards. Validate the structural, architectural and MEP (mechanical, electrical, plumbing) designs ensuring the constructability and value engineering.
- 2.20. The proposed PMC will take up all further necessary work on the project including support to the L-1 contractor for obtaining Municipal and other mandatory permissions, NOCs, occupation / completion certificate required to be obtained from the local Authorities viz. MIDC/Municipal Corporations, Town & Country Planning Department and any other State / Central Government / Statutory authorities etc. as applicable including obtaining occupation and completion certificate from MIDC/NMC/Govt. authorities within the specified time frame.
- 2.21. PMC shall ensure that the Contractor's designs align with the technical specifications and Bank's requirements as outlined in the tender.
- 2.22. Recommend necessary modifications in consultation with the user department and concerned project engineer from the Bank, within a defined timeframe.
- 2.23. Daily supervision at site, maintain registers, submitting & certifying progress reports and test reports, verification & confirmation of drawings.

2.24. Taking measurements jointly with the EPC Contractor and submitting recommendation of running and final bills etc. Give timely decisions on the project and advise Bank on extra / deviated / likely deviations in the project and giving recommendations and rate analysis on the same. All other related matters with the commencement and completion of the project till handing over the project to the Bank including recommendation of final bill. Assisting Bank in any Arbitration / court proceedings initiated by the EPC Contractor during the course of executing work or after its completion. Validate the overall project schedule submitted by the L-1 EPC contractor. Develop a detailed project management plan including risk assessment and mitigation strategies. Issuing LOI and work order to the L-1 EPC contractor.

3. **Previous Transgression**

3.1. The PMC declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify PMC's exclusion from the tender process.

3.2. The PMC agrees that if it makes incorrect statement on this subject, PMC can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. **Sanctions for Violations**

4.1. Any breach of the aforesaid provisions by the PMC or any one employed by it or acting on its behalf (whether with or without the knowledge of the PMC) shall entitle the SBI to take all or any one of the following actions, wherever required:

i. To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the PMC. However, the proceedings with the other PMC would continue, unless the SBI desires to drop the entire process.

ii. To immediately cancel the contract, if already signed, without giving any compensation to the PMC.

iii. To recover all sums already paid by the SBI, and in case of an Indian PMC with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a PMC from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the PMC from the SBI in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the PMC, in order to recover the payments, already made by the SBI,

along with interest.

- v. To cancel all or any other Contracts with the PMC. The PMC shall be liable to pay compensation for any loss or damage to the SBI resulting from such cancellation/rescission and the SBI shall be entitled to deduct the amount so payable from the money(s) due to the PMC.
- vi. To debar the PMC from participating in future bidding processes of the SBI or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the SBI. To recover all sums paid, in violation of this Pact, by PMC to any middleman or agent or broker with a view to securing the contract. Forfeiture of Performance Bond in case of a decision by the SBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- vii. Intimate to the CVC, IBA, RBI, as the SBI deemed fit the details of such events for appropriate action by such authorities.

- 4.2. The SBI will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the PMC or any one employed by it or acting on its behalf (whether with or without the knowledge of the PMC), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 4.3 The decision of the SBI to the effect that a breach of the provisions of this Pact has been committed by the PMC shall be final and conclusive on the PMC. However, the PMC can approach the Independent Monitor(s) appointed for the purposes of this Pact.

5. **Fall Clause**

The PMC undertakes that it has not supplied/is not supplying similar service/product/equipment/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar Equipment/product/systems or sub systems was supplied by the PMC to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the PMC to the SBI, if the contract has already been concluded.

6. **Independent External Monitors**

- 6.1. The SBI has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Shri Satyajit Mohanty IPS (Retd) <u>satyajitmohanty88@gmail.com</u>	Smt. Rashmi Verma IAS (Retd.) <u>verma.rashmi@rediffmail.com</u>
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- 6.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3. The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 6.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the SBI.
- 6.6. The PMC(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the SBI including that provided by the PMC. The PMC will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.

The Monitor shall be under contractual obligation to treat the information and documents of the PMC/Sub-contractor(s) with confidentiality.

- 6.7. The SBI will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8. The Monitor will submit a written report to the designated Authority of SBI/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the SBI / PMC and, should the occasion arise, submit proposals for correcting problematic situations.

7. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the SBI or its agencies shall be entitled to examine all the documents including the Books of Accounts of the bidders and the bidders shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the bidders.

9. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. **Validity**

10.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the agreement to the satisfaction of both the SBI and the PMC, including warranty period, whichever is later. In case Architect is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful PMC by the SBI.

10.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at _____ on _____

For SBI

Name of the Officer

Designation

Office/Department/Branch

FOR PMC

Chief

Executive

Officer

COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA

Restrictions under Rule 144(xi) of the General Financial Rules, 2017–Reference OM no. 6/18/2019 – PPD dtd. 23.07.2020 (read along with any subsequent clarifications/ amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>)

(I) Any bidder* from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Internal Trade (DPIIT) of Govt. of India. (**In case of domestic tenders, the term “bidder” shall mean domestic bidders as defined under clause III below*)

(II) “Bidder” (Including the term ‘Tenderer’, ‘Consultant’ or ‘Service Provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

(III) “Bidder from a country which shares a land border with India” means:

- a) An entity incorporated, established or registered in such country; or
- b) A subsidiary of an entity incorporated, established or registered in such country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(IV) “Beneficial owner” for the purpose of para (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. “Controlling ownership interest “means ownership of an entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b. “Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- c. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or through one or more

juridical person(s), has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(V) An “Agent” is a person employed to do any act for another, or to represent another in dealings with third person.

(VI) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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Undertaking with respect to Compliance of Restrictions for Countries which share land border with India – as stipulated by Govt. of India.

(On Company Letter Head, to be signed by the duly authorized person)

Date: _____

Tender No.: _____

SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF ADMINISTRATIVE OFFICE BUILDING AT MIDC SATPUR, NASHIK, MAHARASHTRA

To,

Assistant General Manager (P&E)
State Bank of India
LHO Maharashtra
Kharadi Pune

Dear Sir/Madam,

In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India as issued latest by Govt. of India,

I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

- a. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered*.
- b. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered*. *(Applicable for works involving possibility of sub-contracting)*

I/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered.

[* Where applicable, evidence of a valid registration by the Competent Authority is attached]

Name and Signature of the Authorised Signatory

LETTER OF UNDERTAKING

Assistant General Manager (P&E)
State Bank of India
Premises & Estate Department,
Local Head Office,
Maharashtra Circle, Pune

SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF ADMINISTRATIVE OFFICE BUILDING AT MIDC SATPUR, NASHIK, MAHARASHTRA

Dear Sir,

We acknowledge the receipt of your Tender for the captioned project.

We have examined and clearly understood the scope of professional services to be rendered by us in respect of the project of Construction of Administrative Office Building at MIDC Satpur, Nashik, Maharashtra. We have also considered all the contemplations furnished by SBI in this regard while submitting our proposal for your consideration.

Accordingly, we offer to provide our comprehensive professional services as PMC for the captioned project strictly in accordance with the Scope of work and detailed terms and conditions spelt out in this Tender.

While submitting this Bid, we certify that: -

1. We have adequate experience in providing professional services for Planning, Designing and Supervision of all activities and services pertaining to Construction of Administrative Office Building at MIDC Satpur Nashik, Maharashtra by engaging EPC contractor for designing and execution of the project.
2. We are equipped with adequate technical expertise and Manpower to plan, design and supervise various activities pertaining to Civil, Plumbing, Electrical, Mechanical, HVAC, Firefighting, Access Control System, Security, BMS and all other services pertaining to the project.
3. We shall be fully responsible to support the L-1 contractor/EPC contractor to carryout necessary liaising at all levels with the respective Govt Departments/ local authorities to procure various mandatory municipal and other local authorities permissions applicable for the project including ensuring its revalidation from time to time at our own cost (Excluding any legal charges payable to the respective authority against the Written demand for issuance/revalidation of such permissions) for the project for commencement, execution and completion of all activities and services of the project from scratch to Completion and procuring necessary Certificate/Occupancy

- Certificates from the local Authorities within the specified time.
4. We, further undertake that it will be our sole responsibility to support and assist to L-1 contractor/EPC contractor for submission of required design documents/drawings/papers to the competent authorities and carrying necessary liaison with them to procure all such permission within a reasonable time.
 5. We understand that except approved professional fee, the SBI shall not be responsible for making any extra payment to us towards any of the professional and Liaison services pertaining to this project.
 6. We also undertake that in case, we are unable (i) to deliver timely professional services in the project to deliver satisfactory pro-rata progress in the project, the SBI shall be at liberty to terminate our agreement at any stage of the project by giving 30 days' notice and no compensation shall be claimed by the us for the services rendered including compensation for the balance work.
 7. Wherever, necessary, we undertake that we shall be engaging expert Architects/consultants to cater the requirement of specialized services for the project at our own cost within the professional fee approved by the SBI.
 8. The undersigned is authorized to sign on behalf of the consultant and the necessary support document delegating this authority is enclosed to this letter.
 9. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this EOI.
 10. We confirm that the Price bid pertaining to our Professional Fee for the project submitted by us have been arrived at without agreement with any other bidder of this EOI for the purpose of restricting competition.
 11. The rate for Professional Fee quoted in the price Bids are as per the EOI and subsequent clarifications/ modifications / revisions furnished by the SBI, without any exception. Moreover, our Fee approved shall remain firm and fixed till completion of entire project and we shall not raise any claim for any escalation/enhancement in the approved fee structure for the reasons whatsoever.
 12. The Professional Fee quoted by us have not been disclosed and will not be disclosed to any other bidder responding to this EOI.
 13. We have not induced or attempted to induce any other bidder to submit or not to submit a Bid for restricting competition.
 14. If our offer is accepted, we undertake to take up the project immediately and will render our professional services as per the timeline specified in this document.
 15. We agree that the SBI may split the scope of services in this project i.e. Principal Project Architect as well as Project Management Consultancy (PMC) to different agencies within its sole discretion. Under such an eventuality, we undertake to manage the project in full coordination with any of the agencies appointed/engaged by the SBI for the successful completion of the project and also undertake the responsibility of pre- qualification of an "EPC contractor" who shall design the project, get Municipal plan approvals and construct the project under supervision of PMC. We undertake that in competing for and (if the award is made to us) in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
 16. We undertake that we will not offer, directly or through intermediaries, any bribe, gift,

consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

17. We undertake that we will not resort to canvassing with any official of the SBI, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
18. We certify that we have not made any changes in the contents of the EOI document read with its amendments/clarifications provided by the SBI submitted by us in our Bid document.
19. It is further certified that the contents of our Bid are factually correct. We also undertake that in the event of any information / data / particulars proving to be incorrect at any stage, the SBI will have the right to terminate our services at any stage of the project without notice.
20. We also understand that SBI reserve their rights to Shortlist any number of bidder firms for participating in the Techno-commercial competition and to accept any or to reject all the Bids without assigning reason there for.
21. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
22. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the SBI to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. However, until such formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Moreover, we shall not withhold our professional services in the project for execution such formal agreement.
23. The name(s) of successful bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the SBI and/or communicated to the successful bidder(s).

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

Our Bankers are: I)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm Authorized to sign Or

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

Signature of PMC

Signature and addresses of Witnesses

i)

ii)

FORMAT OF AGREEMENT WITH PROJECT MANAGEMENT CONSULTANT

(On a stamp paper of Rs 600/-)

(Name and address of branch/ office/ Department)

AND

(Name and project management consultants)

M/s. _____

TOWARDS

PROJECT MANAGEMENT CONSULTANCY

FOR

PROPOSED

(Name and location of project)

DRAFT OF THE AGREEMENT BETWEEN THE BANK AND

THE PROJECT MANAGEMENT CONSULTANT(PMC)

CONDITIONS OF AGREEMENT – BETWEEN SBI AND PMC

Articles of this agreement made at Mumbai this day of _____ between M/s. _____ a firm having its office at _____ hereinafter called, the 'PMC' or 'Firm (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include for the time being and from time to time of the said firm, the survivor or survivors of them, their respective heirs, executors and administrators of the last survivor heirs, his or her assigns) of the one part and AGM/ (DGM (Premises/ Estate), State Bank of India, having its name of branch or office at -----(address) and one of its Department known as Premises& Estate Department represented by Shri -----(Name),----- (Designation) hereinafter called 'SBI' or 'Bank' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assignees) of the other part.

EXTENT OF AGREEMENT

This agreement represents the entire agreement between SBI and the firm and shall be read with all prior negotiations, representations or correspondence or agreements,

if any. This agreement may be amended only by written instruments signed by both SBI and the firm.

1. WHEREAS SBI is desirous of constructing its (Name of Project) at (Address of Project) (hereinafter referred to as the Project of Works) and for that purpose have appointed M/s. _____ as the Architects of the Project (hereinafter referred to as "The Architects")

2. AND WHEREAS for the purpose of comprehensive services of complete supervision and management of the said project SBI is desirous of engaging the PMC. The term 'PMC' shall mean the persons/ companies to be selected by SBI for undertaking the Project Management Consultancy.

3. AND WHEREAS the PMC is agreeable to undertake the said works on the terms and conditions hereinafter appearing.

NOW THEREFORE THE AGREEMENT WITNESSES THAT:

1. In consideration of the covenants hereinafter contained and the fees and other charges agreed to be paid by SBI to the said PMC, the SBI hereby appoint the PMC as its Project Management Consultants for the project and issued a letter of intent No. _____ dated the _____ and the PMC hereby accepts the said appointment in terms of their letter No. _____ dated there ad with other letters No. _____ dated the _____ and _____. These letters and SBI's subsequent letter No. _____ dated the _____ shall form part of this agreement.

2. The ACF hereby undertakes to supervise and manage the said project in most professional and efficient manner to further the interest of SBI and protect the same in all circumstances and use best of their professional skills and judgment for the said purpose. ACF assures SBI that it shall do all acts and things necessary to sustain the trust and confidence reposed in it by SBI under this agreement.

3. PROJECT COORDINATION COMMITTEE

3.1 The parties hereto agree that the following shall constitute the Joint Project Committee (hereinafter referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the ACF and other Consultants / Contractors engaged in the execution of the project.

- (i) _____, SBI, who shall be the Chairman of the Committee.
- (ii) _____Engineers (Civil & Electrical) in charge of this project, as may be nominated as Members.
- (iii) Concerned director / partner of the ACF and their Resident Architects as.....Members.
- (iv) Project Manager and Resident Engineer-in-Change of the project of the ACF and Secretary respectively.

3.2 The Secretary of the Committee may convene the meetings of the SBI, ACF and the concerned Contractors / Consultants at such regular intervals or frequently as may be instructed by the Chairman of the JPC and shall record and circulate to all concerned the decisions of the JPC for implementation/ information as may be applicable.

3.3 The ACF shall keep the Chairman of the Committee posted with the information relating to implementation of the JPC's decision and also the usual progress reports of the Project work fortnightly.

4. The scope of work of the ACF toward Project Management Consultant shall broadly include:

a. Programming, planning, monitoring, follow up action, supervision, measurement of Civil, Electrical, air-conditioning, lifts, sanitary, water supply, fire protection, roads, site development works and any other work comprised in the Project as a whole, scrutiny of bills, preparation of variation statement, arranging various tests on materials / works, arranging meetings, coordination of the works of various agencies and all other incidental works thereto.

b. Attend to inspection carried out by the (Names of various statutory / local authorities), Government, SBI and agencies such as Chief Technical Examiner(CTE) of Central Vigilance Commission, New Delhi and any other Authorities connected with the various works involved in the project and assist the Bank to reply their queries/ objections and ensure removal of the deficiency pointed out by the agency during the inspection and the help SBI in replying to their observations from time to time till the matters are finally cleared by the C.T.E.'s Organization and settled.

c. Effect complete administration and management of construction, supply and installation of plant & machinery, equipments, lifts, firefighting arrangements etc. pertaining to the project contract till expiry of the defects liability period as indicated in the building contract and payment of final dues to the contractors are made, replies given to CTE's/ Chief Vigilance Organization (CVO) of the SBI observations are finally accepted by the CTE of CVC/ CVO of the SBI.

d. Effect coordination with the ACF, consultants, other contracting agencies and local authorities like _____ etc..

e. Effect verification of work on virtual completion and actual completion of the project and advise the Bank suitably.

f. Advise SBI with regard to extra claims or disputes, Chief Technical Examiner's observations, arbitration cases between SBI and the contractors, if any and assist SBI in case of any dispute till the cases are resolved either by mutual negotiation or through Arbitration or Court, as the case may be.

g. Collect and deliver to SBI any specific, written warrantee/s or guarantee/s given by Specialist firms / Suppliers including all required trade contractors, insurance policies, performance guarantees and warranties. Work as conciliator in the event of any dispute arising between the Contractors engaged in the project and SBI before the matter goes to arbitration.

5.0 Further clarification for firm's services:

5.1 Day to day supervision and ensuring that the said works are being executed as per the plans and designs and specification prepared by the Architects and provided for in the contract agreements with the selected / appointed contractors for various disciplines of the said works, monitoring of the project, checking the materials / works, getting various tests for material and works done, correct measurements of the works, initial scrutiny of the contractors bills at site and making the recommendations to the Bank. The ACF shall be involved in the project right from the beginning from the stages of soil exploration, prequalification of the contractors as the Bank's agency to remain fully associated with the project and day to day work.

Assisting the Bank in scrutiny of the recommendation, reports, plans, estimates etc. received from the Architects with a view of expediting the decisions in the matters at the Bank's end. It is expected that the Architects and the PMC work jointly as team in good spirit with a view to getting the said works completed in best possible manner and efficiently without bringing in aspect of ego while performing their duties.

The Firm is expected to go through the draft tender specifications, drawings and schedules thoroughly and suggest modification wherever considered necessary by them to the Bank for the Bank's consideration to improve the performance of the project components, affect economy in cost and ease in monitoring and control and expedite progress with particular attention to construction techniques, durability of permanent components, water tightness of roofs, walls, sanitary block etc., ease of construction, quality surveillance, technical audit and quality control.

In any of these suggestions involve any likely extra cost, they shall clarify the same to SBI to enable the latter to take decision and advise the Architect suitably. The firm is expected to scrutinize in detail the tenders received and Architects recommendations and advise the Bank on reasonableness or other with of the lowest tender and the Architects' recommendations after evaluating terms and conditions and price bid of various tenderers.

5.2 (a) Arranging periodical and emergency joint meetings of the Joint Project Committee (JPC), consultants, contractors etc. and develop project schedules for both management and working level use and co-ordination of the works of the "Construction agencies" including that of with SBI's estimates and construction schedules. Update the project schedule from time to time and generate detailed working schedules for all activities of project, including realistic activity sequences and durations, processing of the drawings issued, identifying bottle necks and incorporating remedial measures to make up lost time, if any.

(b) ACF shall review, audit and ensure systematic and timely supply of drawings, estimates, work orders as per the conditions of contract entered into with various contractors by SBI by necessary communications in writing as well as by holding discussion in advance with the Bank for this project. They shall maintain daily record of receipt of plans/ designs and other details and issue of the same to the concerned contractors and present such documents to SBI from time to time as and when required.

(c) For the purpose of supervision and site activities, the ACF shall employ or engage suitably qualified and experienced engineers and overseers of adequate number at their own cost. Without prejudice to this, the ACF agrees that it shall deploy the following minimum staff at the site.

One Project Manager for overall control, coordination and liaison purposes. He may or may not be stationed at the site. He shall have a minimum of 15 years field experience after graduation.

One full time Resident Civil Engineer-in-charge. He shall have minimum 10 years field experience after graduation. He shall be stationed at site.

Two full time Civil Engineers for supervision measurements, scrutiny of the bills, testing and quantity control. Each of them shall have a minimum of 5 years field experience after graduation.

One full time Electrical Engineer to supervise electrical and A/C/ works. He shall have a minimum of 10 years field experience in electrical works, installation of A.C..... public address system, pumps etc. For other specialized works, the PMC may appoint such other full or part time technical staff as may be required during the execution of those works.

The above requirements are only the minimum. However, more Engineers and other categories of staff as may be considered necessary by the ACF for satisfactory management of the entire project have to be appointed by the PMC. If necessary, for satisfactory supervision and coordination, it is specifically agreed that SBI shall have no responsibility for any staff/ officers/ Engineers/ workmen engaged by the ACF and the said ACF alone shall be responsible as Bank for them nor that they are the employees of SBI at any point of time and there being to employer-employee relationship between the Bank and those employed by ACF for any purpose whatsoever.

(d) The ACF shall fully supervise the various works at the site including scaffolding, form works etc. and ensure complete quality of the work at the site, including materials incorporated in the work and effect measures to get the works completed without any time and cost over-run. They shall provide constant day to day technical supervision over the interior / building services / installation work including recording of measurements as and when necessary scrutiny and certification of contractor's bills for making recommendations to the Bank, review and monitoring of materials supply storage and utilization so as to ensure requisition and procurement of the same on time (by the contractors) and conforming to approved specifications and standards. They shall prepare, check and monitor weekly and monthly programs of work and submit a copy thereof to the Dy. General Manager (Premises) of SBI along with progress reports for the previous periods highlighting delays and suggestions and implement remedial actions necessary for making up the lost time along with technical directions and procedure wherever necessary for achieving the same. Ensure that the extra items / quantities of items are not executed until and unless the same have been approved by SBI and maintain necessary site records for the same as soon as the same is envisaged. They will also approve materials after the contractors carry out tests on the same as stated in tender and or as per approved procedures and standards laid down in the tender and maintain adequate records thereof. They shall

recommend to the Bank bills for the accuracy for quantity and quality of the items of works for payments to the contractors after amending the rates claimed by the contractors wherever necessary in their opinion. They shall maintain genuine hindrance register, records of site meetings and issuing minutes of meetings recommendation of applications for time extension to the contractors, scrutiny and recommendations for rates of extra items, scrutiny of the contractor's claims under PVA Clauses if any for labour and materials as provided in the agreement to the Architects / Consultants and prepare quantity variations statement, ensure quality control of materials and workmanship and detailed scrutiny / checking for running / final bills and prepare the statement of theoretical estimated and actual consumption of materials if any as per specification and schedules laid down in the relevant contracts.

(e) Ensure that essential gauges, instruments are in order for testing. The ACF shall maintain necessary site records and obtain data in support of the same. They shall arrange to carry out field and laboratory tests through the contractor on materials of construction as well as partially or complete erected structures etc. if required and maintain adequate records thereof

(f) Suggesting modifications, if any, due to site conditions and advising regarding cost variations on account of extra items and excesses during the progress of works.

(g) The certification of all the bills shall be done by the authorized engineer of the ACF as approved by SBI and recommendations therefor shall be made to the Bank along with a forwarding letter by the PMC.

(h) To check PERT/BAR networks chart prepared by the contractors for project programming and progress control and keep constant check on various activities and coordinate with various agencies to get the project completed on time and within the budgeted costs. These charts will also be updated. They will also suggest suitable remedial actions to be taken to clear bottlenecks / delays / loss of progress etc. progressively and promptly.

(i) Co-ordination with all contracting agencies

(j) Rendering generally all technical services at site as may in anyway relate to or arise out of the construction of the said works.

(k) Rendering to SBI every assistance, guidance or advice on any matter concerning the technical aspect of the project.

(l) To work as conciliator in the event of any dispute arising between the parties before the matter goes to legal forum.

(m) Render all assistance as may be required from the project site to the Bank for obtaining necessary certificates from the local authorities for occupation of the buildings.

6.0 General Conditions of contract.

6.1 No deduction shall be made from the ACF's fees on account of any penalty, liquidated damages or other sums withheld from payment to the contractor but when any penalty is levied or damages are recovered or sum is withheld from payment to the contractor on account of defective work in such a cases, the ACF's fees in respect

of the total value of the detective work shall not be paid for. Such fees shall, however, be paid upon the rectification of the defective work and on the basis of the bills payment of various contractors for actual work done and the total payments released by the Bank(SBI) after making corrections, if any, in the certificate.

6.2 For the purpose of supervision, the ACF agrees that they will set up a site office under the charge of competent Resident Civil Engineer – In – Charge who will be in a constant charge of the direction and control of the said works (as may be entrusted to ACF).The ACF agrees to engage and retain at their cost adequate competent supervising staff (minimum as prescribed herein this agreement).These supervising staff should always be in charge of the works and be available on the site until the construction of the said work as entrusted to the firm is completed. These supervising staff shall be employed and paid by the firm. Their appointment, dismissal, retrenchment, the condition of services and the rate of remuneration will be determined by the ACF and shall be at the ACF's entire discretion and the said staff at all times work under the orders and control solely of the ACF.SBI shall, however, have the right to direct the ACF without assigning any reasons to remove any staff who is considered by SBI as undesirable. The site engineers of the ACF will work in cooperation with SBI staff at site, if any and at corporate center of Mumbai and carry out the instructions.

6.3 If during the period of contract, it is established that certain risk or damage or loss has occurred due to the defective supervision of work, the ACF shall be required to pay back the fees for execution of such affected parts of the works and to indemnify the Bank to compensate any loss, injury sustained by the Bank due to the negligence/ improper supervision.

6.4 The ACF shall not have any objection to SBI maintaining any own engineering staff at SBI's costs at site of works, if desired by SBI to carry out the work and duties allotted to them by SBI, in respect of all works at the site or other areas outside the scope of the firm's works and overall surveillance security and verification at the Bank's end.

6.5 The ACF agrees to perform their duties as ACF under those presents and will do everything in their power and authority to ensure that the contractor or contractors complete the execution of the works as may be entrusted to them according to the specifications and the schedule of time given to them and that no unnecessary delay is caused by them.

6.6 The ACF agrees that they will not without the written sanction of the SBI make any deviations in the plans or estimates or order any variation, commission or extras. In consequences thereof, they will not fix any new rate or rates of new items of work without written approval of SBI.

6.7 The ACF shall promptly notify SBI of any changes in the constitution of their ACF. It shall be open to SBI to terminate the agreement on the death, retirement, insanity

or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

1. The ACF agrees to perform their duties under above terms so as to cause the completion of all the works as proposed and of other works as may be entrusted to the ACF and everything necessary to render the same fit for the occupation / use of SBI according to the contract as also the completion of the several stages of the said work in accordance with the programme to be drawn up and embodied in the contract between SBI and the contractors. The extension of time limit to the contractor under the agreements if any, given by SBI will have no consequential effects on the ACF's time schedule in respect of works to be completed till then.

2. Extra payment on account of PVA will be applicable and paid if applicable to the contracting agencies i.e. they will be paid fees on the bill + PVA amount payable to the contracting agencies.

3. For day to day execution and supervision of the field work, the ACF shall employ such strength of qualified and other staff as would enable clear control over the work subject to the minimum staff in clause 5.2(c) herein before.

4. For survey instruments such as Theodolite, levelling instrument, prismatic compass, chain, measuring tapes, plain tables and ranging rods, such other survey equipment including tents for shelter, the firm shall make their own arrangements at no extra cost.

6.8 The ACF will not during the period of their assignment and thereafter till the satisfactory completion of the work act as ACF or give any advice regarding the construction of this work in particular to intending contractors who would tender and undertake this work or any other agency gainfully concerned with this work.

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

6.10 (a) The ACF shall supervise the work and also record the measurements of various items of works and check the field working drawings. The ACF shall also inform the Resident Architect / Consultant or his representatives of their programme for joint measurements so that if the latter chooses to remain present at that time, he can do so as this will ultimately help to reduce the time gap between the issue of the recommendations for payment of contractor's bill and issue of the payment certificate to the SBI.

(b). The ACF shall in accordance with and as required by the terms of the

agreement or agreements entered or to be entered into between the SBI on the one part and the contractor on the other part, certify after due verification that the work measured and recommended for payment of running bills of the contractors are supervised by them and are fully consistent with the type, quality and specifications prescribed in the agreement entered into with the contractors. In the matter of recommending such bills to Bank / consultants, the firm shall be deemed to guarantee the correctness of all such certificates and shall hold themselves, responsible for the correctness of all the bills and certificates scrutinized, checked for and issued by them with the recommendations to the architects, as to the quality control of the work concerned as well as the quantities of various items of works. Before certifying any bill, they shall ensure that the work being certified is in accordance with the designs and specifications. The Bank, however, reserves its discretion also not obligatory to scrutiny the bills, certify and make payment to the contractors in accordance to such scrutiny. This will be without prejudice to the Bank's right to such action as deemed necessary for giving defective / wrong certificate.

6.11 Scrutiny / recommendations / certifications of the contractors running bills by the ACF and payment by the Bank. The ACF shall certify the running bills of the contractors within 5 working days from the date of the receipt of the same from the contractor. To avoid delay in payment of R.A. Bill of the contractors, the joint measurements of the executed works by the authorized engineers of the ACF and contractors are required to be recorded from time to time by them soon after execution as also arithmetic calculations etc. are also required to be done soon thereafter and except for summary of quantities under various items of works, the measurement work should stand updated so that the recommendations from the ACF for each such running bill can reach within 5 days to the architects. The ACF are supposed to satisfy themselves about the recommendations especially to ensure that the disputed / rejected works and the works not sanctioned by the Bank are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of the Bank by the Architects / Consultants, the rates allowed by the ACF are not in opinion of the ACF more than reasonable in case of partly done / substituted / extra items and not more than tendered rates in case of completed tender items, various recoveries / deductions from the bills are properly effected, deductions for upto date actual payments effected by the Bank / tax deductions made / other recoveries made upto the last running bill in case of each contractor by the Bank are ascertained from the Bank and are given affect in the running bill hand so as to minimize further corrections as the Bank 's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by the Bank to the contractors. The ACF shall not be responsible for the correctness of the individual measurements, calculations etc. which shall be the responsibility of the ACF. But the ACF should satisfy themselves through their Resident Architect that there is no duplication of measurements and recording of the work done is under proper tender items. To avoid delays in verification on this account, the ACF or his assistants at site may remain associated with the concerned contractors at the time of joint measurements to satisfy himself about work is being measured and under

what tender items.

6.12 It is expected that the ACF work jointly as a team in good spirit with a view to getting the said work completed in the best possible manner and efficiently without bringing in aspect of ego while performing their duties. The AC F will have right to oversee, defer with contractors opinion in regard to the quality, measurements, rates of part / substituted / extra items etc. without affecting the Bank's interest. However, in the event of any dispute arising out due to difference between the opinion of the ACF & contractors, the decision of the Bank shall be final and binding on the ACF. Normally, the works rejected by the ACF or the rates and / or quantities reduced by them shall not be disputed by the Contractors. However, if they differ with the ACF in this regard they have right to make recommendations / suggestions to the Bank for the Bank's consideration and pending the Bank's decision /s on such points, the ACF shall issue the interim payment certificates. On getting the Bank's decision on such points, the ACF can give effect to the same as may be necessary in the bills to follow there after. The ACF will have, however, a right to reject the works, if in their opinion they are not satisfied with the quality or execution of the same as expected by them but by clarifying the specific reasons to do so to the Bank.

6.13 The Architects / Consultants are authorized by the Bank for test checking or cross checking of the measurements of the works done by the PMC if and when felt necessary by them and bring the amendments if necessary, to the Employees notice for necessary action. The PMC is authorized by the Bank to talk / instruct / write directly to the contractors / their representatives during the progress of the work and till settlement of the final dues of the contractor as long as those pertain to specifications, quality, measurements, drawings, progress of the works as provided in the respective contractor's contract agreement. The Architects / Consultants are authorized to closely follow – up and keep account of the progress of the works and arrange to solve bottlenecks if any. They are authorized to write to PMC about time lag in the project works and suggest improvement / course of action for PMC's consideration. Similarly, the PMC will be authorized to write to the Architects / Consultants about their requirements from architects / consultants e.g. drawing details, clarifications, contract agreement copies and bring to their notice the discrepancies etc. if any. The PMC shall endorse the copies of all their correspondence with the Contractors and the Architects / Consultants and the Bank.

6.14 The PMC will have right to stop bad / defective work or the work which is not as per the tender items / drawings. The PMC will have right to ask the contractors to remove / demolish disapproved / rejected materials / works. Only where the contractors disagree of the same they will refer the matter to the Architects / Consultants for further necessary action.

7.0 It is agreed between the parties as follows :

7.1 SBI shall include in all contracts which may be entered into with the contractor or

contractors such clauses as would provide for the payment to SBI by the contractor or contractors of adequate damages for losses or delay on his or their part in carrying out the terms of the said contract and the PMC shall take all necessary precautions are _____ all their duties before and during the progress of the work as may be entrusted to them including determining claims of the contractor due to fault or delays caused by the PMC subject to the total liability of the firm on this account being limited to an amount equal to 15% of the total fees payable.

7.2 If the work of construction of anyone or more of the civil engineering works or other works therein be substantially interrupted by force measure or by reasons of any orders in writing issued by SBI stopping or suspending the work of construction on grounds other than bad / unsound work or installation and / or defective supervision or lack of it or by negligence, the firm shall not be liable in anyway for the consequent delay in the completion of such work.

7.3 Liquidated damages In the opinion of the Bank, _____ if any delay in execution is attributable to the fault of the firm, 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 PMC shall be limited to maximum of 15% of total fees payable to PMC on entire actual work, for which the PMC's services availed by the Bank. The decision of the Bank in this matter after giving due hearing to the PMC's arguments, shall be final and binding on the PMC.

7.4 SBI may require the firm to go out of Mumbai, _____ for proper discharge of any of their duties enumerated herein about and on earlier pages without any extra charge of fees. In such case, the firm shall except in the case of visit to work site, Laboratories, quarries be entitled to traveling and Daily Allowance permissible as under.

Senior Partners and Senior Consultants

Actual traveling charges (permitted to travel by air) lodging plus boarding charges together not exceeding Rs.2000/- + taxes per day after producing necessary bills / receipts in support of their claims.

Other Engineers / Architects / Employees / Junior Partners:

Traveling expenses: 1st class train fare, lodging and boarding charges not exceeding Rs.1,000/- + taxes per day after producing necessary bills / receipts in support of their claims.

Security Deposit and Performance Bond

The firm will furnish to SBI a security deposit in the form of a Bank Guarantee for an

amount of 10% of their total fees (approx.) within 30 days of the date of Agreement. On completion of the entire job the Bank Guarantee against security deposit will be converted to a Performance Bond to be valid for 36 months from the date of virtual completion of different works.

8. Project Management Consultant's Fees

8.1 In consideration of the performance of the contract, SBI agrees to pay the firm, as compensation for his services, total professional fees as under: For civil, sanitary and plumbing, electrical fire protection & A.C. Works etc. % fees on cost of works payable to contractors after PMC reports at site.

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.

8.2 Terms of Payment of Fees

- a. 90% payment against progressive bills after 15 days of payment to the contractor.
- b. 5% after 36 months of settlement of final bills of all the contractors.
- c. Balance 5% after expiry of latest of the Defects Liability periods of the various contractors. 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.

9. Obligations

9.1 SBI shall designate representatives who shall be fully acquainted with the project and have authority to communicate approvals of project construction budgets variation and technical approvals of all cases consistent with project, schedule and furnish information expeditiously.

9.2 SBI shall not employ any of the firm's employees during the tenure of this contract and for a further period of one year. Also the firm commits itself not to employ any of SBI employees within one year of their leaving SBI unless such employees or retired employees of SBI had already joined the firm's service prior to the date of notice for pre qualification of PMC.

10.0. Changes in the Project

10.1 The SBI without invalidating this agreement, may order changes in the project within the general scope of this agreement consisting of additions, deletions, or other revisions. All such changes in the project shall be authorized by change order.

10.2 A change order is written order to the contractors signed by SBI issued after the execution of this agreement, authorizing a change in the scope of the project, services to be provided.

11.0 Termination of the Contract If the firm fails to perform any of its obligations under this agreement and if SBI is dissatisfied with the services of the firm, SBI may terminate the services of the firm after serving a notice giving the Project Management Consultant a period of one month to wind up without prejudice to other clauses of the agreement.

12.0. SBI's right to perform firm's obligations and termination by the SBI for the cause

12.1 If the firm fails to perform any of its obligations under this agreement, SBI may terminate the services of the firm with such other action as may be available in law during which period the firm fails to perform such obligations, make good such deficiencies.

12.2 If the firm is adjudged as Bankrupt, or if they make a general assignment for the benefit of its creditors or if a receiver is appointed on account of their insolvency or persistently disregards law, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of provisions of the agreement then SBI may terminate the services of the firm with a notice of winding up within a period of one month without prejudice to any right or remedy and after giving the firm and his surety, if any, seven days written notice, during which period firm fail to cure the violation, terminate the services of the consultants with a notice of winding up within a period one month and take possession of the site and may finish the project by whatever method they may deem expedite. In such case, the firm shall not be entitled to receive any further payment, if due at the time of termination, until the project is finished nor shall be relieved from his obligations assumed under this article.

12.3 The firm has been given various powers under this agreement for the completion of the project as Project Manager – cum – Monitor – cum – Supervisor and the said power shall not be deemed to be as a power of attorney for the development, construction, sale or improvement of the property.

ARBITRATION CLAUSE

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure

to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If any dispute, difference, or question shall at any time arise between the Architects and the Employer as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that state in (I) above or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works, except in respect of the matters for which it is provided herein, that the decision of the Employer is final and binding, the same shall be referred to the Arbitration for settlement of disputes and final decision of the arbitrator to be agreed upon and appointed by both the parties.
- ii) For the purpose of appointing the (.....) based sole Arbitrator referred to above, the Appointing Authority i.e. the Chief General Manager of (.....was local Head Office) of the Bank or on his behalf the Asst. General Manager (Premises),(.....)Local Head Office will send within thirty days of receipt by him of the written notice aforesaid to the Architects a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc.
- iii) The Architects shall on receipt by them of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority who shall thereupon without any delay appoint the said person as the sole Arbitrator. If the Architects fail to communicate such selective as provided above within the period Specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.
- iv) If the Appointing Authority fails to send to the Architects the panel of three names as aforesaid within the period specified, the Architects shall send to the Appointing Authority a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. The Appointing Authority shall on receipt of the names of the aforesaid persons and appoint his as the sole Arbitrator within 30 days of receipt by him of the panel and inform the Architects accordingly. If the Appointing Authority fails to do so, the Architects shall be entitled to appoint one of the three persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.
- v) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.
- vi) The work under the contract shall, however, continue during the arbitration proceedings, no payment due or payable to the PMC shall be withheld on account

of such proceedings except the disputed payment of fees, if any, on account of other provisions in this agreement.

- vii) The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- viii) The arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- ix) The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place in as may be fixed by the arbitrator in his sole discretion.
- x) The fees, if any, of the Arbitrator, if require to be paid before the award is made and published by paid half by each of the parties. The cost of the reference and of the award including the fees, if any of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid may fix or settle the amount of cost to be so paid.
- xi) The award of the Arbitrator shall be final and binding on both the parties.
- xii) Subject to aforesaid, the provisions of the Arbitration Act 1940 or any statutory, modification of reenactment thereof and the rules made thereunder, and for the time being in force shall apply to the arbitration proceedings under this clause.

This agreement executed the day and year first written above.

FOR PROJECT MANAGEMENT CONSULTANTS

SHRI :

NAME :

OFFICE ADDRESS :

WITNESS :(1)

NAME :

ADDRESS :

WITNESS: (2)

NAME:

ADDRESS:

FOR STATE BANK OF INDIA

SHRI.....

STATE BANK OF INDIA

----- DEPARTMENT.

WITNESS :(1)
NAME :
ADDRESS :

WITNESS: (2)
NAME:
ADDRESS: