NIT NO: **SBI/LHO/BHO /2026-27/02**

State Bank of India
Premises & Estate Department, 3rd floor Local Head Office,
Hoshangabad Road, Arera Hills, Bhopal - 462011.
Phone No. 0755-2575812, e-mail: agmprem.lhobho@sbi.co.in

NOTICE OF INVITATION OF DESIGN COMPETITION PROPOSALS FOR ENGAGING PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT

State Bank of India (SBI) invites Expression of Interest (EOI) from reputed and experienced Architectural Firms/Individual for participating in the Design Competition for selection and engagement of Principal Project Architect cum Project Management Consultant to render Architectural Consultancy Services for the proposed construction of New Academic Block & other amenities on Bank's own plots at Chetana, Scheme No.78, Vijay Nagar, Indore.

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 Bank's website www.sbi.co.in under procurement news (https://sbi.co.in/web/sbi-in-the-news/procurement-news) from 15th October ,2026 to 11th November 2026 up to 3.00 PM.

Interested Architectural Firms complying prescribed eligibility criteria should ensure submission of their applications in the prescribed format with supporting documents at this office at the latest by 3.00 pm on 11th November 2026. Applications received after due date and time will not be entertained. The SBI reserves their rights to accept any or to reject all the applications without assigning reasons therefore and no correspondence shall be entertained in this regard.
Corrigendum/addendum, if any in the matter will be published only on Bank's above website.

Assistant General Manger (Premises & Estate)

State Bank of India
Premises & Estate Department, 3rd floor Local Head Office,
Hoshangabad Road, Arera Hills, Bhopal - 462011.
Phone No. 0755-2575812, e-mail: agmprem.lhobho@sbi.co.in

EXPRESSION OF INTEREST (EOI) FOR SELECTION AND ENGAGEMENT OF PRINCIPAL PROJECT ARCHITECT-CUM-PROJECT MANAGEMENT CONSULTANT (PPA-cum-PMC) FOR PROPOSED CONSTRUCTION OF NEW ACADEMIC BLOCK AND OTHER AMENITIES AT BANK'S VACANT PLOTS AT CHETANA, SCHEME NO.78, VIJAYNAGAR, INDORE, M.P.

(PLOT AREA ADMEASURING APPROX. 352.76 SQ.MT.)

TENDER SUBMITTED BY:

NAME: ----------

ADDRESS: ----------

GSTIN NO. ----------

DATE _____

NOTICE INVITING EOI

State Bank of India invites Expression of Interest (EOI) from reputed and experienced Architectural Firms/Individuals for selection and engagement of Principal Project Architect-cum-Project Management Consultant (PPA-cum-PMC) through design competition to render Architectural Consultancy Services cum Project Management Consultancy Services for the for the PROPOSED CONSTRUCTION OF NEW ACADEMIC BLOCK AND OTHER AMENITIES at Bank's vacant plots at Chetana, Scheme No.78, Vijayanagar, Indore, Madhya Pradesh.

S No	Particulars	Details
1	Name of work	Proposed construction of New Academic Block & other amenities at Bank's vacant plots at Chetana, Scheme No.78, Vijayanagar, Indore, Madhya Pradesh
2	Nature of Work	Architectural-cum-Project Management Consultancy Services
3	Total Time allowed for completion of the Project	24 months from date of award of contract
4	Project cost	20.81 Cr approx.
5	Availability of EOI documents	Available on Bank's website https://sbi.bank.in/web/sbi-in-the-news/procurement-news from 15.10.2026 to 11.11.2026
6	Date of holding pre-bid meeting	03/11/2026 at 15:15 hrs at State Bank of India,3rd floor, Premises & Estate, Local Head Office, Bhopal - 462011
7	Address for submission of EOI Design Competition proposals	**Assistant General Manager (P&E), State Bank of India,3rd floor, Premises & Estate, Local Head Office, Bhopal -462011,** **email: agmprem.lhobho@sbi.co.in** **Contact**: 0755-2575812
8	Last date & time for submission Technical Bid along with price bid (in sealed cover).	11.11.2026 by 03:00 PM
9	Date and time of opening of Technical Bid.	11.11.2026 by 03:30 PM

10	Opening of price bid	After completion of design competition from shortlisted Architect.

11. **The PPA cum PMC participants are advised to visit the proposed site before submitting the quote for coordination at Indore, please contact our State Bank Foundation Institute "CHETANA" Indore, Assistant General Manager (Admin), Shri Rohit Parashar (Contact: +91 9666604245 Email: sbfi.admin@sbi.co.in**

12. Conditional proposals are liable for disqualification.

13. The PPA-cum-PMC shall extend full cooperation and support to the Main Contractor, their appointed Architect, or any other agency authorized by them, in obtaining all mandatory and/or statutory building permissions/approvals and their periodical renewals, including but not limited to municipal clearance from appropriate Municipal Corporation, Airport Authority clearance, Environmental clearance, etc., as required for commencement of construction at site.

    Further, the PPA-cum-PMC shall ensure and extend all necessary support to the Main Contractor for obtaining all other statutory permissions/approvals required during execution of the project and upon completion of the project, including but not limited to Fire No Objection Certificate (Fire NOC), Occupancy Certificate, and any other approvals mandated by statutory authorities/Govt. bodies on behalf of the Bank.

    All drawings, documents, layouts, calculations, and technical details required by the Main Contractor or statutory authorities/Govt. bodies in this regard shall be promptly prepared and made available by the PPA-cum-PMC within three days of receipt of the written/verbal request, without causing any delay to the progress or completion of the project.

    PPA-cum-PMC shall ensure to obtain in time all required/necessary approvals from statutory/Govt. bodies, in coordination with Main Contractor, required from very beginning to final handing over of the project to SBI.

14. **Detailed Structural and Architectural design is in the scope of the PPA-cum-PMC.**

15. 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.

16. 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.

17. The shortlisted Architectural Firms/Individual shall be invited for Design Competition and date shall be intimated by SBI after the scrutiny of Technical Bids and short listing of eligible architects.

18. For any clarifications, please contact Assistant General Manager (P&E), State Bank of India 3rd floor, Premises &Estate Department, Local Head Office, Bhopal – 462011- Phone No. 0755-2575812; email – agmprem.lhobho@sbi.co.in. Clarifications if any shall be raised up to 31.10.2026 only, to enable the Bank to reply to the bidder or post corrigendum in Bank's web site if required well in time.

19. The PPA cum PMCs are advised to submit the complete set of documents (Technical bid) in **properly spiral bounded form**. The applications received in loose sheets shall be summarily disqualified.

20. For corrigendum/addendum, if any in the matter will be published only on Bank's websites i.e. https://sbi.bank.in/web/sbi-in-the-news/procurement-news

Assistant General Manager (Premises & Estate)

1. **Disclaimer**

1.1. The information contained in this EOI document or information provided subsequently to PPA cum PMCs whether verbally or in documentary form/email by or on behalf of State of India, is subject to the terms and conditions set out in this EOI document.

1.2. This EOI is not an offer by SBI, but an invitation to receive responses from the eligible PPA cum PMCs. 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 PPA cum PMCs.

1.3. The purpose of this EOI is to provide the PPA cum PMC(s) with information to assist preparation of their Bid proposals. This EOI does not claim to contain all the information each PPA cum PMC may require. Each PPA cum PMC 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 advice/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 PPA cum 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 PPA cum PMC upon the statements contained in this EOI.

1.6. The issue of this EOI does not imply that the SBI is bound to select an Architect for the Project and the SBI reserves the right to reject all or any of the PPA cum PMCs or Bids without assigning any reason whatsoever.

1.7. The PPA cum PMC 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 PPA cum PMC's risk and may result in rejection of the Bid.

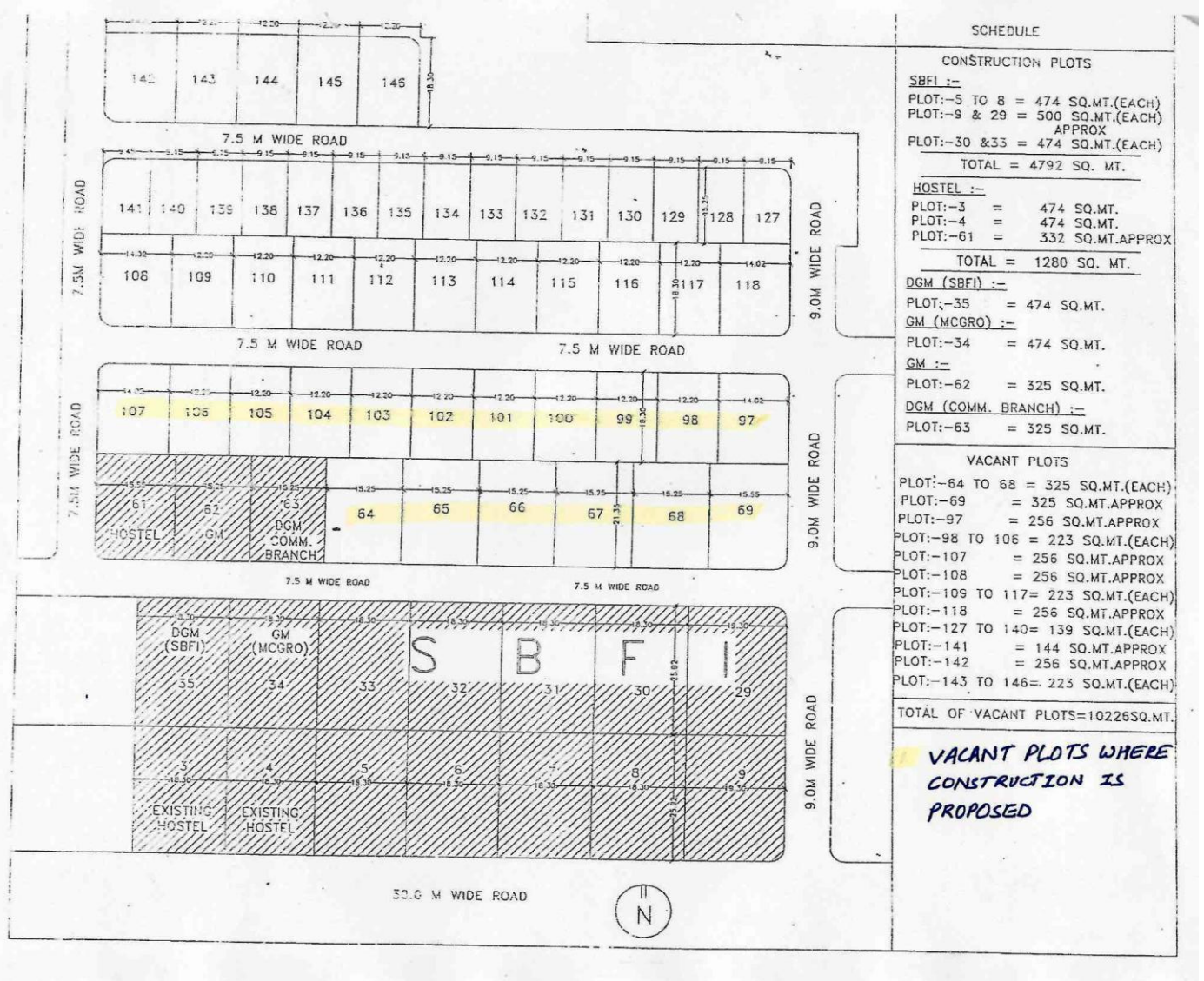
INSTRUCTIONS TO PERSPECTIVE ARCHITECTS

1. **Scope of work:** PPA cum PMC Services to render Architectural Consultancy Services for the PROPOSED BUILDING CONSTRUCTION OF NEW ACEDEMIC BLOCK & OTHER AMENITIES AT BANK'S VACANT PLOTS AT CHETANA, SCHEME NO.78, VIJAYNAGAR, INDORE. The plot has an area of 3556.056 Sq.Mt. approximately.

The proposed new academic block is planned to consist of the following facilities: -

Sr. No.	Proposed Facilities	Dimensions (approx..)
1	Multi-purpose hall in fabricated structure	49 feet by 69 feet
2	Two Cabins	19 feet by 25 feet
3	Six Classrooms	29 feet by 39 feet
4	Two sections of Library	21 feet by 39 feet
5	One Executive dining	32 feet by 38 feet
6	Two Conference Halls	29 feet by 36 feet and 19 feet by 39 feet
7	Entrance lobby	29 feet by 30 feet
8	Three staff room	25 feet by 42 feet each
9	Parking area	For 20 vehicles (4 wheelers) approx..
10	Open landscape (for outdoor sports facilities like basketball court)	30 feet by 100 feet
11	Indoor games and Gymnasium facilities	The present main building of the Institute houses these facilities, which are proposed to be modernized and expanded.

1.1. **Site and its location**: 13 Vacant Plots {Plot No.64 to Plot no.69 (six plots) and Plot No.97 to Plot No.103 (Seven Plots)} at Chetana, Scheme No.78, Vijayanagar, Indore (MP)



2. EOI documents:

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

a. Instructions to Perspective Architects
b. General conditions of Contract
c. 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.

d. Price Bid
e. Addendums (if any)
f. General conditions of contract
g. Instructions to Perspective Architects

2.3. The tender documents are not transferable.

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

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

5. Completion Period:
Time is essence of the contract. The Project must be completed in all respects in accordance with the terms of contract within a period of 24 months from the date of award of work.

6. Validity of Price Bid:
Design Proposals shall remain valid and open for acceptance for a period of 120 days from the date of opening Price/Commercial bid. If the tenderer chooses to withdraw their offer during the validity period or makes modifications to 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 to those shortlisted Architects who will participate in the proposed Design presentation proving their technical competency and capability in handling similar projects for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks/Public limited (Listed) Company.

8. All the PPA cum PMCs shall be bound to accept and sign the "Integrity Pact" as per attached "**Annexure- I**". The Application/EOI of the Architects 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 / Consortium shall not be allowed, and Prospective PPA cum PMC should meet the mentioned Eligibility criteria themselves.

GENERAL CONDITIONS OF CONTRACT

1. Definitions: -

1.1. "Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India and PPA cum 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 here by and respectively assigned to them.

1.3. 'SBI' shall mean State Bank of India through its **Assistant General Manager (P&E), State Bank of India,3rd floor, Premises & Estate, Local Head Office, Bhopal -462011.**

1.4. 'The Architect' shall mean the individual or firm or company selected and engaged for undertaking the project as PPA cum 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 Architect must be equipped with adequate expertise and experience in undertaking Planning, designing & implementing/execution of Civil, Structural, 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 a Residential buildings.

3. Eligibility criteria:

(i) **Minimum 7 years' experience as an Architect as on 30.09.2026.** 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 Architect should have rendered satisfactory professional services in planning, designing & supervision of similar building construction projects, from inception to completion stage for:

(a) One similar assignment with a project construction completion cost of **Rs. 16.65 Crores (excluding GST); or**

(b) Two similar assignments with a project construction completion cost of **Rs. 10.41 Crores (excluding GST); or**

(c) Three similar assignments with a project construction completion cost of **Rs. 8.32 Crores (excluding GST)**

during last 7 years ending on 30.09.2026. These building projects should be commercial/ residential/ institutional building projects.

The experience claimed shall be considered only to the extent attributable to the same legal entity/firm/proprietorship in its existing constitution.

"Similar Assignments" under this clause means Planning, Designing and Supervision of Construction of Residential/Commercial/Institutional Buildings including Civil, Plumbing, Sanitary, Fire Fighting, HVAC and Electrical Installation work for Central Govt. Dept./State Govt. Dept./Semi Govt. Dept. /PSU/Public sector Banks/ Listed companies (Public limited companies listed on Indian stock exchange or MNCs listed on International or Indian stock exchange) completed the works during last 7 years.

(iii) **At least one of Proprietor / Partners / Directors of the Architect should have a valid registration and license as an Architect from "Council of Architecture".**

(iv) The Architect should preferably have a full-fledged office or ready to establish an office in Indore 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.

(v) **The average annual turnover of the Architect by way of professional Fee in last three financial years ending on 31.03.2026 shall not be less Rs.19.00 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.

(vi) The firms/Architects satisfying the prescribed eligibility criteria shall only become eligible to bid the assignment. Clear supporting evidence like photographs, certificates, documents etc. should be submitted with the bid.

(vii) The firms/Architects should either have their local / Branch Office in Indore (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 Indore **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 PPA cum PMC to this effect along with their application.

(viii) The firms/Architects 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 firms/Architects 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 PPA cum PMC 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 PPA cum PMC should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.

(xii) The PPA cum PMC 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 7 (seven) years. (Self-declaration to be submitted by the PPA cum PMC along with their application).

(xiii) The PPA cum PMC should be the sole PPA cum PMC/PPA cum PMC and not a consortium.

(xiv) However, merely fulfilling the prescribed eligibility criteria shall not entitle the PPA cum PMC Architects for shortlisting and invitation for participation in the proposed Techno commercial competition for the project. The shortlisting as well as final selection of Architect for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous employers etc.

4. The objective of this EOI is to identify reputed PPA cum PMC Firm for setting up of the Construction of Commercial buildings/learning centers, as envisaged above by engaging a Main Contractor etc.

5. Submission of bids:

i. The Proposal shall be submitted as under:

Technical Bid comprising of this tender document with all annexures duly filled in along with copies of the authentic supporting documents super-scribing on top “Design Competition Proposal for Selection And Engagement of Principal Project Architect-cum-Project Management Consultant (PPA-cum-PMC) for PROPOSED CONSTRUCTION OF NEW ACADEMIC BLOCK & OTHER AMENITIES at Bank’s vacant plots at Chetana, Scheme No.78, Vijayanagar, Indore M.P.

ii. **The sealed technical document along with the price bid (Technical bid document in Envelope-1, Price bid in Envelope-2 and both the envelopes in Envelope -3) shall sent by SPEED POST or dropped in the tender box available in the Premises & Estate Department, 3rd floor, Local Head Office, Bhopal from 10:00 am to 5:00 pm on all working days from 15.10.2026 to 11.11.2026 and on**

11.11.2026 up to 3.00 p.m. as it is last day for submission.

iii. The certified/self-attested copies of the supporting documents mentioned in the above-mentioned formats shall be furnished along with the technical bid.

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

v. Bid should be submitted strictly as per the formats prescribed in the Annexure to this Notice and bids submitted in any other format shall be summarily rejected.

vi. Bid documents should be signed by the authorized signatory of the Bidder and copy of the authorization / authority letter issued in this behalf should be submitted along with the Bid, in the absence of which the Bid shall be liable to be rejected.

6. Evaluation of Proposals for Shortlisting:

a) The Sealed Cover containing Technical Bid along of all the Architects will be first opened by the authorized committee and evaluated on the various eligibility criteria and other marking matrix parameters as per "**ANNEXURE- B (i)**".

b) The Bids will be initially evaluated for the eligibility based on the documents submitted in support of eligibility criteria specified hereinbefore and accordingly PPA cum PMCs fulfilling the various criteria shall be shortlisted.

c) Maximum upto 6 Architectural 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 Design competition for the project.

e) The decision of SBI in shortlisting of Architects invited for Design competition shall be final and binding and no correspondence shall be entertained in this regard.

f) All shortlisted Architects shall be advised to submit their Design Presentation (in the prescribed format to be made available by SBI at later date) comprising of Approach paper/conceptual drawings/Plans/Models etc. along with a rough estimate in soft as well as hard copy as per Bank's requirements and completely in compliance with local bye laws, rules and regulations applicable for the purpose at the center within the specified timeline.

g) The PPA cum PMC submitting the requisite papers/ documents/drawings/Models etc. shall be invited for making a presentation before competent Committee constituted by the SBI.

h) A committee will evaluate the proposal and the presentation of the proposed approach, methodology and technical capabilities of the PPA cum PMCs and shortlist the PPA cum PMCs as per the laid down criteria. The decision of the Committee shall be final and binding on the PPA cum PMCs.

i) The Price/Commercial Bid of only to those Architects shall be opened who will

participate in the Design Presentation.

j) The Technical Bid and Commercial/Price Bid will have weightage of 70 and 30 marks respectively.

7. Design Competition:

a) PPA cum PMCs shortlisted for participating in Design competition 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 PPA cum PMC will be given about 20 to 30 minutes time for making presentation. After presentation the committee members will interact with the PPA cum PMC to understand presentation.

c) To participate in design competition, the PPA cum PMCs will have to attend the event on their own expenses. However, the Bank will make payment of **Rs. 35,000/- (Rupees Thirty-Five Thousand Only)** as token of appreciation to those Architects who are invited and participating in the design competition except the selected Architect.

d) The exact timing of start of time slot shall be intimated to PPA cum PMCs separately.

e) The design brief can be seen in scope of work for the project.

8. Based on the Design presentation proposal and other features for the proposed project, 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 – B (ii)** for the purpose.

9. Financial bid

a) The perspective PPA cum PMC are required to submit their price bid in the specified format in separate sealed Envelope.

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

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

10. Professional Fee:

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

(i) The PPA cum PMCs are required to quote professional fee (excluding GST) for the Architectural Consultancy Services including Project Management Consultancy Services in the Price Bid.

ii) SBI shall be at liberty to entrust the job of Architectural Consultancy as well as PMC Services to two different agencies within its sole discretion.

(iii) The total professional Fee (i.e. Fee towards Architectural Consultancy Services and PMC) can be quoted by the perspective Architects within following limit: -

Upper cap (Maximum) @ 3 % of the Actual project cost

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

(b) The PPA-cum-PMC shall extend full cooperation and support to the Main Contractor, their appointed Architect, or any other agency authorized by them, in obtaining all mandatory and/or statutory building permissions/approvals and their periodical renewals, including but not limited to municipal clearance from appropriate Municipal Corporation, Airport Authority clearance, Environmental clearance, etc., as required for commencement of construction at site on behalf of the Bank.

Further, the PPA-cum-PMC shall ensure and extend all necessary support to the Main Contractor for obtaining all other statutory permissions/approvals required during execution of the project and upon completion of the project, including but not limited to Fire No Objection Certificate (Fire NOC), Occupancy Certificate, and any other approvals mandated by statutory authorities/Govt. bodies on behalf of the Bank.

All drawings, documents, layouts, calculations, and technical details required by the Main Contractor or statutory authorities/Govt. bodies in this regard shall be promptly prepared and made available by the PPA-cum-PMC within three days of receipt of the written/verbal request, without causing any delay to the progress or completion of the project.

PPA-cum-PMC shall ensure to obtain in time all required/necessary approvals from statutory/Govt. bodies, in coordination with Main Contractor, required from very beginning to final handing over of the project to SBI

(c) The selected Architect shall undertake to permit SBI for deductions of the following sums from the total fee that becomes payable to them for the project as per the Fee structure and rate approved and accepted by the Bank.

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

11. Award of Contract:

a) The firm which gets highest marks in Techno-Commercial evaluation as stated in the tender will be selected as the prospective PPA-cum-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: 120 days shall be the validity period of bid from the date of opening of Price/Commercial Bid.

12. 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 award of tender. .

13. If the performance of the Architect 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.
The decision of the Bank with regard to calculation of the dues shall be final and no objections/revised claims shall be entertained /considered by the Bank after termination of contract. SBI will have right to change scheduled date of any event. Revised date will be displayed on our website or communicated separately.

14. Any corrigendum in this EOI shall be intimated through announcement at Bank's website or through registered email only. The prospective PPA cum PMCs are requested to peruse Procurement News section of our Bank's website https://sbi.bank.in/ on time to time till the process of selection of Architect gets over.

15. Officials of SBI/ Bank may visit office of the PPA cum PMC, sites of project completed by PPA cum PMC and office of those clients to verify information submitted by PPA cum PMC in technical bid. In case it is found that PPA cum PMC has submitted misleading information in technical bid, the candidature of such PPA cum PMC(s) will be dismissed. SBI will have discretion to seek confidential report from previous clients of the PPA cum PMC and in case of any negative report/feedback, the SBI may take action as deemed fit. Including termination of contract stipulated in para 13.

16. Scope of services:

SBI proposes to engage services of Principal Project Architect cum Project Management Consultant for PROPOSED CONSTRUCTION OF NEW ACADEMIC BLOCK & OTHER AMENITIES at Bank's Vacant Plots at Chetana, Scheme No.78, Vijayanagar, Indore, M.P. This will be a 'State of Art' design having all modern amenities and will comply / have features of 'Green' and Energy Efficient Building having IGBC rating of Gold and above or equivalent GRIHA or LEED ratings.

16.1. 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 commencement.

16.2. The proposed PPA cum PMC will take up all further necessary work on the project including support/assist to the Main Contractor for procuring/revalidation (as and when required) of existing Municipal, Environmental, A.A.I and other mandatory permissions, NOCs, occupation / completion certificate required to be obtained from the local Authorities viz. Indore Development Authority, Municipal Corporations of

Indore, Town & Country Planning Department and any other State / Central Government / Statutory authorities etc. as applicable within the specified time frame of 6 months as stated above.

16.3. The time is the essence of the contract, and the duties of the Architect 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 Architect.

16.4. The role and responsibilities of the PPA cum PMC will broadly include:

i. Providing professional services for designing of Commercial buildings as per latest standards.

ii. Obtaining IGBC green rating of Gold and above or equivalent GRIHA or LEED ratings. The full responsibility for planning, designing, documentation, obtaining approval etc. for green rating from IGBC/GRIHA/LEED lies with the PPA-cum-PMC. 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 considered during planning, design, and execution stages. Nothing extra shall be paid on this account.

iii. The architects shall arrange, if required, for preparing a surveyed site plan and for necessary soil investigations like trial bores, or test pits, load bearing test or other soil tests as may be required and submit their report to the Bank. The cost of survey of site and carrying out soil investigations, various tests shall be borne by the Bank.

iv. Preparation of sketch designs with two/three alternative schemes including carrying out necessary revisions till the sketch designs are finally approved by the SBI, making block estimates, 3D view, Submission of 3D Prototype after approval of elevation drawings, etc.

v. Taking the Bank's instructions, preparing sketch designs with alternative schemes (including carrying out necessary revisions till the sketch designs are finally approved by the Bank), making approximate project cost estimates i.e. block/preliminary estimate based on sqm. area x rate per sqm. and preparing reports on merits of the scheme, high lighting the points such as permissible FAR/FSI, likely type of foundation required, structural design provisions to be made, planning norms/ development rules of the local authorities from whom the plans have to be got cleared before commencement of work and how the same are met in the proposed layout permissible and recommended basement areas and purpose, adequacy of available water sources for drinking, flushing. A.C. adequacy of electric sources for lighting and Air-conditioning and other purposes, any alternative arrangements required to be made for water and electricity, type of drainage system, water storage and distribution arrangements, compound development, landscaping etc. and all incidentals and connected aspects there to so as to enable the Bank to take a decision on the sketch designs and scheme as a whole.

vi. The PPA-cum-PMC shall extend full cooperation and support to the Main Contractor, their appointed Architect, or any other agency authorized by them, in obtaining all mandatory and/or statutory building permissions/approvals and their periodical renewals, including but not limited to municipal clearance from appropriate Municipal

Corporation, Airport Authority clearance, Environmental clearance, etc., as required for commencement of construction at site.

Further, the PPA-cum-PMC shall ensure and extend all necessary support to the Main Contractor for obtaining all other statutory permissions/approvals required during execution of the project and upon completion of the project, including but not limited to Fire No Objection Certificate (Fire NOC), Occupancy Certificate, and any other approvals mandated by statutory authorities/Govt. bodies.

All drawings, documents, layouts, calculations, and technical details required by the Main Contractor or statutory authorities/Govt. bodies in this regard shall be promptly prepared and made available by the PPA-cum-PMC within three days of receipt of the written/verbal request, without causing any delay to the progress or completion of the project.

PPA-cum-PMC shall ensure to obtain in time all required/necessary approvals from statutory/Govt. bodies, in coordination with Main Contractor, required from very beginning to final handing over of the project to SBI.

vii. Preparation of detailed/concept design of all internal and external services such as electrical, AC, plumbing, water supply, lifts, firefighting / horticulture, EPABX / Networking, Building Management System, etc. All drawings will have to be prepared to a specified scale in three colour copies and editable soft copies in Auto CAD format.

viii. 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 considered during planning, design, and execution stages.

ix. Preparation of all detailed architectural, Engineering, Structural drawings including those for all services as stated above.

x. Preparation of 2/3 alternatives for 3D view / elevation / its 3D presentation of Visual Walk Through for its approval by SBI. **After Finalization of Elevation, 3D Prototype model to be submitted to bank in not less than 1:50 Scale, without any additional cost to Bank.**

xi. 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.

xii. Preparation of detailed estimates, draft tenders and advising panel of Main Contractor to SBI.

xiii. Preparation of subhead-wise item-wise/ detailed estimates based on prevailing market rate analysis, which will include preparation of rate analysis for all major items, take off / quantity sheets.

xiv. Preparing documents for pre-qualification and empanelment of Main Contractors

though a tender process by the Bank, scrutinizing prequalification applications, submitting recommendations for pre-qualification of Main Contractors for the project after inspection of work sites/office of various shortlisted Main Contractors and extending all assistance to the SBI in finalizing the list of qualified Main Contractors by following elaborate procedure / norms laid down as per CVC guidelines.

xv. Preparing detailed tender documents/notices for various trades including Articles of agreement, special conditions, general conditions of contract, specifications, bill of quantities (BOQ), including detailed analysis of rates based on market rates, time and progress charts, etc. and seeking approval for the same from SBI based on approved estimates by SBI.

xvi. Calling of competitive tenders each trade-wise at appropriate time from the prequalified Main Contractors. Required sets of tender documents will have to be prepared by the Architect themselves at no extra cost to SBI.

xvii. Detailed scrutiny of the tender received including preparation of the comparative statement etc. along with Identified Bank Officials. and submission of recommendations for acceptance or otherwise, of the tender of successful Main Contractors, placing of work order etc.

Correspondence with Contracting agencies such as Letter of Intent (LOI), Work Order, NIT, instructions, etc. regarding the project, will be issued by the Bank after consultation with the Project Architect

xviii. Preparation and issuance of 3 sets of detailed Good for Construction drawings to the Main Contractors well in advance so that work is not held up at any point of time for want of the drawings / details. Additional 2 sets of such drawings will have to be issued to SBI for its records.

xix. Complete role of Project Management Consultant (PMC) will also be played by Principal Project Architect 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 Architect. 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 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.

xx. Ensuring day to day supervision of works, recording measurements, ensuring daily check on quality and specifications of the work being executed, ensuring on site/laboratory testing of materials as per contractual provisions and maintaining record thereof, ensuring compliance with all other standards etc. by deploying (within the quoted fees) a qualified graduate Resident Architect/Engineer with not less than 15 year experience for coordination and overall supervision on the site on day to day basis

during the currency of the contract and also deploying full time qualified Site Engineers as under for all works and services at their own cost within the fee payable: -

S. No.	Designation	Qualification	Nos	Work Experience
1.	Civil Engineer	Graduate in Civil Engg.	Minimum 1	Minimum 5 years post-qualification experience at site
2.	Electrical Engineer	Graduate in Electrical Engg.	Minimum 1	

Engineers/Resident Architect mentioned above shall be engaged solely by the PPA cum PMC and shall not deemed to be employees/staff of the Bank. The PPA CUM PMC shall be solely responsible for their engagement, renumeration, service conditions and all other employment related matters. PPA cum PMC shall be solely responsible for compliance with all applicable labour laws and statutory requirements arising out of relating to engagement. They shall not have any employer employee relationship with the Bank.

xxi. Conducting thorough scrutiny and certification of Main Contractor's bills/stage wise payment of Main Contractor including on site verification of 100% measurement for its correctness besides certifying execution of quality works strictly as per tender specifications, issuing periodical recommendations and certificates for payments to enable SBI to make payments to the Main Contractor and adjustments of all accounts between the Main Contractor and the SBI.

xxii. The Architect shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Architect to check the measurements of various items to the extent of 100% of each item of work claimed, in each running bill.

xxiii. The effective communication between various agencies / vendors contractors will have to be ensured by the Architect. 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.

xxiv. 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.

xxv. 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 in Auto CAD format.

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

xxvii. 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.

xxviii. The PPA cum PMC shall act as faithful advisor and shall at all time support and safeguard legitimate interests of the SBI.

xxix. The PPA cum PMC shall not accept any commission, discount etc. in connection with the activities to benefit himself.

xxx. All the activities mentioned in the scope of work shall be carried out in consultation with and approval of SBI team.
xxxi. The PPA cum PMC shall assist the employer in sending suitable replies to queries raised by CTE's/IEMS.

xxxii. The list of duties mentioned above is only indicative and the Architect will have to assume full responsibility for timely completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workman like manner in all respects till its occupation within the agreed time schedule and cost by following laid down norms / procedure of SBI and guidelines of CVC in an open and transparent manner to the satisfaction of the Bank and towards achieving this goal whatever is required to be done will have to be arranged by the consulting firm with the approval of SBI.

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

Within the validity period specified in this EOI, the SBI shall issue a letter of intent (LOI) to the selected PPA cum 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 PPA cum PMC. The letter of Intent shall constitute a binding contract between the SBI and the Architects.

ii) **Contract Agreement:**

On receipt of LOI from the SBI the selected PPA cum 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.

18. Assignment and sub-letting:

The PPA cum 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 Architects 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 Principal Architects, they shall engage professionally qualified Architects for Structural / Electrical / Lifts / Firefighting / HVAC and other similar specialized professional service required for the project within the approved professional service required for the project within the approved Professional Fee as per agreement. Responsibility in all matters pertaining to the project shall remain with the PPA-cum-PMC.

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

20. Fraud & Corrupt Practices

20.1. The PPA cum 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 PPA cum PMC without being liable in any manner whatsoever to the Architects, if it determines that they have, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the bidding process.

20.2. Without prejudice to the rights of the SBI hereinabove, if an Architect is found by the SBI to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process or during any course of the project, such PPA cum PMC shall not be eligible to participate in any EOI issued by the SBI during the next period as decided by the SBI.

20.3. 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 PPA cum PMCs with the objective of restricting or manipulating a full and fair competition in the Bidding Process/ Techno commercial evaluation of the Main Contractor.

21. Termination for Default

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

a. If the PPA cum 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 PPA cum 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 PPA cum PMC fails to procure mandatory permissions from the various local authorities within a reasonable time not exceeding 6 months and renewal of existing permissions from the respective local authorities within 45 days from the date of receipt approval of sketch scheme plans/instructions from the SBI to do so.

g. If the PPA cum PMC fails to open their office locally at Indore within the time line specified in this EOI.

21.2. In the event the SBI terminates the Contract in whole or in part for the breaches attributable to the PPA cum 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 PPA cum PMC and shall be liable to the SBI for any increase in cost for such similar Services. However, the PPA cum PMC shall continue to provide all their professional services to the extent same are not terminated as per agreement.

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

21.4. During the transition, the PPA cum PMC shall also support the SBI on technical queries/support on process implementation. In the even existing PPA cum PMC fails, refuses or neglects to provide such assistance, any additional cost, expense or loss incurred by SBI consequent thereto shall be borne by PPA cum PMC. Bank shall be entitled to recover the same by adjustment/deduction from any dues, fees, payments or other amount payable to the existing PPA cum PMC, without prejudice to Bank's other rights and remedies under the contract or applicable laws.

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

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

22. Force Majeure

22.1. Neither contractor not SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

22.2. As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

22.3. From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

22.4. Should one or both parties be prevented from fulfilling the contractual

obligations by a state of force majeure lasting to a period of 6 months or more, the two parties shall mutually decide regarding the future execution of this agreement.

23. Termination for Insolvency

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

24. Termination for Convenience

The SBI, by written notice of not less than 30 (Thirty) days sent to the PPA cum 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 PPA cum PMC under the Contract is terminated, and the date upon which such termination becomes effective.

25. Governing Language

The governing language shall be English.

26. Taxes and Duties

26.1. The PPA cum 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 PPA cum PMC shall include all such taxes (excluding GST) in the approved professional Fee.

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

26.3. Fee payable to the PPA cum 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.

26.4. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this process shall be borne by the PPA cum PMC.

27. Tax deduction at Source

27.1. Wherever laws and regulations that require deduction of such taxes at the source of payment, the SBI shall affect such deductions from the payment due to the PPA cum PMC. The remittance of amounts 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 PPA cum PMC from his responsibility to pay any tax that may be levied in India on income and profits made by the PPA cum PMC in respect of this contract.

27.2. The PPA cum PMCs 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 PPA cum PMC shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

28. Notices

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

29. Transition Plan

In the event of failure of the PPA cum 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 PPA cum PMC. In such cases, the SBI shall give prior notice to the existing Architects. The existing Architects shall continue to provide services as per the terms of Contract until a New PPA cum PMC completely takes over the work. During the transition phase, the existing PPA cum PMC shall render all reasonable assistance to the new PPA cum PMC within such period prescribed by the SBI, for ensuring smooth switch over and continuity of Professional Services.

30. Compliance with Laws

It shall be the sole responsibility of PPA cum PMC to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by PPA cum PMC as envisaged under this. PPA cum PMC 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 PPA cum PMC would indemnify/make good for the losses to the SBI for noncompliance or any claims against the SBI arising out of any non- compliance as above.

31. 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.

Signed as token of acceptance.

Signature of PPA cum PMC with seal

Date:

Place:

ANNEXURE B

PARAMETERS FOR DESIGN TECHNICAL COMPETITION

SELECTION AND ENGAGEMENT OF PRINCIPAL PROJECT ARCHITECT-CUM-PROJECT MANAGEMENT CONSULTANT (PPA-CUM-PMC) FOR PROPOSED CONSTRUCTION OF NEW ACADEMIC BLOCK & OTHER AMENITIES AT BANK'S VACANT PLOTS AT CHETANA, SCHEME NO.78, VIJAYNAGAR, INDORE, M.P.

(i) **BRIEF TECHNICAL PARAMETER FOR EVALUATION BEFORE DESIGN COMPETITION** (TOTAL MARKS - 75)

Sr. No.	Broad criteria / Technical parameter	Maximum Marks
1	Number of technical staff (Architects and Engineers) in main office (on pay roll): Up to 10 =4, More than 10 and up to 15 = 6, More than 15 and up to 30=8, More than 30= 10 More than 40 =15	15
2	Experience of the firm, up to 10 yrs =3 more than 10 yrs and up to 15 yrs=5, more than 15 yrs and up to 20 yrs=8, more than 20 yrs=10	10
3	Maximum value (Project Cost) of any single project handled, More than 4.16 crores (including) and up to 5.35 Crores =7, More than 5.35 crores and up to 8.59 Crores =8, More than 8.59 crores=10 in the last 7 years as on 30.09.2026	10
4	Experience with PSU/ Public Sector Bank/Public limited (Listed) Company/Govt. One Project of at least 100% of the proposed project cost = 15, One Projects of at least 80% of the proposed project cost = 12, Two or more Projects of at least 60% of the proposed project cost=10, Three or more Project of at least 40% of the proposed project cost = 5 and completed in the last 7 years as on 30.09.2026	15
5	Having Local Office at Indore. Full Fledged Office = 5, Branch Office = 3,	5

	No. Office =0	
6	Performance Certificate from Existing Clients of Eligible projects a. Excellent = 10 b. Good= 08 c. Satisfactory = 06	10
7	Certification level in green / energy saving building in IGBC/LEED/ GRIHA rating system in any building (having project cost of Rs. 4.16 Cr or above) completed in the last 5 years as on 30.09.2026: a. Green certified 05 or more projects = 10 b. Green certified 04 or more projects = 08 c. Green certified 03 or more projects = 06 d. Green certified 02 or more projects = 04	10
	TOTAL	**75**

A maximum) up to six (6) architectural firms/individuals achieving the highest scores in the above evaluation table will be shortlisted for the design competition. The scores obtained in this stage shall not be considered for the final selection.

(ii) **BRIEF TECHNICAL PARAMETER FOR EVALUATION OF DESIGN PRESENTATION MADE BY PPA CUM PMC** (TOTAL MARKS 50 NOS)

Sr. No.	Broad criteria/technical parameter	Maximum Marks
1	**Design Concept, Innovation & Architectural Expression** Architectural vision, originality, green building features, 3D views, conceptual layouts, aesthetics, integration of modern architectural elements, and overall design quality.	15
2	**Functionality & Space Planning** Efficiency of floor plans, circulation, accessibility, furniture layout, flexibility of spaces, operational suitability and future scalability.	10
3	**Site Planning & Contextual Integration** Response to site conditions, orientation, climate responsiveness, landscape integration, circulation planning, and harmony with existing surroundings.	5
4	**Sustainability & Environmental Considerations** Energy efficient design, green building principles, net-zero readiness, use of eco-friendly / local materials, water conservation, preservation of existing trees and environmental impact mitigation.	5
5	**Cost Effectiveness & Lifecycle Value** Optimization of built-up area, economical design, solutions, estimated project cost per sq.m., maintenance friendliness, lifecycle cost efficiency.	5
6	**Technical Feasibility & Regulatory Compliance** Compliance with local building by-laws, National Building Code, fire safety norms, statutory approvals, constructability and ease of execution.	5
7	**Quality of Presentation, Documentation & Defence** Quality of presentation, clarity of drawings / renderings, response to committee members queries, understanding of project objectives and communication skills.	5
	TOTAL	**50**

The PPA cum PMC who score maximum marks put together for technical bid and price bid shall be considered for selection.

a) The final selection of PPA cum PMC will be made on the basis of techno-commercial evaluation by assigning weightages in the ratio of 70% to the presentation scheme (various technical parameters) made before the committee and 30% to the price bid (professional fee quoted in sealed cover).

b) Both scores (technical & price bids) will be converted into percentile score and weighted combined score will be worked out to determine the highest scoring PMC firm to whom the project will be awarded after obtaining approval from the competent authority. The weightage given to the bids are as below:

Sr.No.	Bid	Weightage	Marks obtained
1.	Technical Bid (Annexure-B (ii))	70%	X
2.	Price Bid	30%	Y
	Total	100%	X+Y

- The bidder who scores maximum marks (X+Y) put together for 'Technical Bid' & 'Price Bid' shall be considered for acceptance.
- Technical Bid (X) = ((respective offer / Highest offer) x 100) x 70%.
- Price bid marks of bidders (Y) = ((lowest offer / respective offer) x100) x 30%

ILLUSTRATION:

SN	Bidders	Score out of 50 (Annexure-B (ii))	Design Presentation score out of 70	Fees quoted in %	Marks out of 30	Total marks
			(A)		**(B)**	**(A + B)**
01	Party-01	40	62.22	1.25%	30.00	92.22
02	Party-02	35	54.44	1.75%	21.43	75.87
03	Party-03	45	70.00	2.00%	18.75	88.75
04	**Party-04**	44	68.44	1.30%	28.85	**97.29**
05	Party-05	40	62.22	3.50%	*Rejected (fee quoted above the limit specified)*	

Result: From the above, Party-04 is the successful PMC

Signature, Name and Seal of PPA cum PMC
with Date and Place

Please pay attention: -

Henceforth you will have to fill in 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 must be filled in a particular field then please write 'Not Applicable' there.

❑ Supporting documentary evidence is needed for claims made in the Proposal. Please have 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 must 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 wherever 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 PPA cum 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 PPA cum PMC.

ANNEXURE – C

FIRM – PROFILE

SELECTION AND ENGAGEMENT OF PRINCIPAL PROJECT ARCHITECT-CUM-PROJECT MANAGEMENT CONSULTANT (PPA-CUM-PMC) FOR PROPOSED CONSTRUCTION OF NEW ACADEMIC BLOCK & OTHER AMENITIES AT BANK'S VACANT PLOTS AT CHETANA, SCHEME NO.78, VIJAYNAGAR, INDORE, M.P

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 any ACF (Architectural Consultancy Firm) work done before 30.09.2026	

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"			
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	Amount of GST paid during last 3 years (amount in lacs)		Year ended on	Tax paid
			31.03.2024	
			31.03.2025	
			31.03.2026	
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 employees of the firm**	Architects	Engineers	Total
23	Annexure number of lists			

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

Signature of the PPA cum PMC with Seal

Date:

Place:

ANNEXURE – D

BIO-DATA OF THE PARTNERS / DIRECTORS

SELECTION AND ENGAGEMENT OF PRINCIPAL PROJECT ARCHITECT-CUM-PROJECT MANAGEMENT CONSULTANT (PPA-CUM-PMC) FOR PROPOSED CONSTRUCTION OF NEW ACADEMIC BLOCK & OTHER AMENITIES AT BANK'S VACANT PLOTS AT CHETANA, SCHEME NO.78, VIJAYNAGAR, INDORE, M.P

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	Details of the papers published in Magazine. (s) (If enclosed in separate sheet then indicate Annexure number)	
10	Exposure to new materials/ Techniques	
11	Details of Features of green buildings provided in the buildings	
12	Details of modern amenities provided in the buildings	
13	Annexure number of document evidencing association with the firm like partnership deed etc	

Signature of the PPA cum PMC with seal

Date:
Place:

ANNEXURE – E

BIO-DATA OF TECHNICAL STAFF (ARCHITECTS/ ENGINEER)

SELECTION AND ENGAGEMENT OF PRINCIPAL PROJECT ARCHITECT-CUM-PROJECT MANAGEMENT CONSULTANT (PPA-CUM-PMC) FOR PROPOSED CONSTRUCTION OF NEW ACADEMIC BLOCK & OTHER AMENITIES AT BANK'S VACANT PLOTS AT CHETANA, SCHEME NO.78, VIJAYNAGAR, INDORE, M.P

Use separate forms for each Executive

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

Signature of the PPA cum PMC with Seal

Date:

Place:

ANNEXURE – F

DETAIL OF MAJOR BUILDING CONSTRUCTION

(of Rs. 4.16 crore and above) completed during the last 7 years (as on 30.09.2026)

i) Use separate sheet for each work.
ii) Mention only completed projects.
iii) Mention only those projects which you want bank to consider to judge 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	Has client certified that the building is having Green / Energy Saving features	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 carried out 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 to the same.

Signature of the PPA cum PMC with Seal

Date:

Place:

ANNEXURE – G

LIST OF PENDING ARBITRATION/LITIGATION/SUITS WITH PREVIOUS CLIENTS

SELECTION AND ENGAGEMENT OF PRINCIPAL PROJECT ARCHITECT-CUM-PROJECT MANAGEMENT CONSULTANT (PPA-CUM-PMC) FOR PROPOSED CONSTRUCTION OF NEW ACADEMIC BLOCK & OTHER AMENITIES AT BANK'S VACANT PLOTS AT CHETANA, SCHEME NO.78, VIJAYNAGAR, INDORE, M.P.

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

Signature of the PPA cum PMC with Seal

Date:

Place:

ANNEXURE – H

LIST OF ANNEXURES
(Use additional sheets, if necessary)

ANNEXURE NUMBER	PARTICULARS OF DOCUMENT

Signature of the PPA cum PMC with Seal

Date:

Place:

ANNEXURE - I

PRE-CONTRACT INTEGRITY PACT

(TO BE STAMPED AS AN AGREEMENT)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on …… day of the..... month of 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 through its……..Department / Office at …… (herein after 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 "PPA CUM 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 PPA cum PMC for PROPOSED CONSTRUCTION OF NEW ACADEMIC BLOCK & OTHER AMENITIES at Bank's Vacant Plots, Chetana, Scheme No.78, Vijayanagar, Indore, M.P. and the PPA cum PMC is willing to offer/has offered the services and WHEREAS the PPA cum 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 PPA cum PMCs 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 farm, 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 PPA cum 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 PPA cum PMCs alike, and will provide to all PPA cum PMCs the same information and will not provide any such information to any particular PPA cum PMC which could afford an advantage to that particular PPA cum PMC in comparison to other PPA cum PMCs.

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 PPA cum 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 PPA cum PMC.

2.1. The PPA cum 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 PPA cum 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 PPA cum 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 PPA cum PMC shall disclose the name and address of

agents and representatives permitted by the Bid documents and Indian PPA cum PMCs shall disclose their foreign principals or associates, if any.

2.5. The PPA cum 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 PPA cum PMC further confirms and declares to the SBI that the PPA cum PMC is the original SIs in respect of Equipment / product / service covered in the Bid documents and the PPA cum 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 PPA cum 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 PPA cum 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 PPA cum 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 PPA cum PMC will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.10. The PPA cum 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 PPA cum PMC also undertakes to exercise due and adequate care lest any such information is divulged.

2.11. The PPA cum 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 PPA cum PMC shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.13. If the PPA cum PMC or any employee of the PPA cum PMC or any person acting on behalf of the PPA cum 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 PPA cum PMC's firm, the same shall be disclosed by the PPA cum 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 PPA cum 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.

3. Previous Transgression

3.1. The PPA cum 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 PPA cum PMC's exclusion from the tender process.

3.2. The PPA cum PMC agrees that if it makes incorrect statement on this subject, PPA cum 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 PPA cum PMC or anyone employed by it or acting on its behalf (whether with or without the knowledge of the PPA cum PMC) shall entitle the SBI to take all or any one of the following actions, wherever required:

i. To immediately call off the precontract negotiations without assigning any reason and without giving any compensation to the PPA cum PMC. However, the proceedings with the other PPA cum 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 PPA cum PMC.

iii. To recover all sums already paid by the SBI, and in case of an Indian PPA cum PMC with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a PPA cum PMC from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the PPA cum 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 PPA CUM 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 PPA cum PMC. The PPA cum 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 PPA cum PMC.

vi. To debar the PPA cum 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.

vii. To recover all sums paid, in violation of this Pact, by PPA cum 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.
viii. 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 4.1(i) to (viii) of this Pact also on the Commission by the PPA cum PMC or anyone employed by it or acting on its behalf (whether with or without the knowledge of the PPA CUM 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 PPA cum PMC shall be final and conclusive on the PPA CUM PMC. However, the PPA cum PMC can approach the Independent Monitor(s) appointed for the purposes of this Pact.

5. Fall Clause

The PPA cum 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 PPA cum 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 PPA cum PMC to the SBI, if the contract has already been concluded.

6. Independent External Monitors

6.1. The SBI shall appoint two Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

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 on the matter.

6.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will inform the Authority designated by the SBI.

6.6. The PPA cum 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 PPA cum PMC. The PPA cum 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 PPA cum 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 / PPA cum 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 Architects and the Architects 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 Courts at Indore. 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.

9. Validity

9.1. 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 Architect, 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 PPA cum PMC by the SBI.

9.2. 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.

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

For SBI

Name of the Officer

Designation

Office/Department/Branch

FOR PPA cum PMC

Chief Executive Officer

ANNEXURE – J

DETAILS OF PROJECTS INSPECTED BY CVC/CTE

SR. NO.	NAME OF PROJECT AND NAME OF CLIENT, INSPECTED BY CVC	AMOUNT RECOVERED FROM CONTRACTORS BASED ON CVC INSPECTION	AMOUNT RECOVERED FROMARCHITECT BY THECLIENT BASED ON CVC INSPECTION	DEFICIENCIES POINTED OUT BY CVC ON PART OF ARCHITECT

Signature of the PPA cum PMC with

SealDate:

Place:

FORMAT FOR AGREEMENT BETWEEN THE BANK AND ARCHITECT

(* The ACF has to execute the Agreement to be finalized by SBI at the time of award of the Contract)

ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANCY SERVICES AGREEMENT

This agreement is made on this ……day of….....between State Bank of India, represented by the AGM(Premises & Estate), LHO, Bhopal (hereinafter called "the Bank" or "SBI") which expression shall include its successors and assigns) of the one part and M/s… company / partnership firm registered.
under the Companies Act/Partnership Act having its registered office….....(hereinafter called 'the Architects' which expression shall include the present directors / partners and also the directors / partners from time to time as also their respective heirs, legal representatives, administrators and assigns) of the other part.

Whereas the Bank intends to construct its New Academic Block and other Amenities at Bank' vacant plots, Chetana , Scheme No.78, Vijaynagar, Indore (MP) and whereas the company / firm as Principal Project Architect-cum-Project Management Consultant (PPA-cum-PMC) for the said building (hereinafter called the 'said works') and whereas the Architects have accepted the said appointment by their letter No…… dated…….. Now, therefore, this agreement witness that the said M/s…..... are hereby appointed as PPA-cum-PMC for construction of the said buildings above referred to on the following terms and conditions:

1. Architect's Services:

The PPA-cum-PMC shall render the following services in connection with and in regard to the said works:

(a) Taking the Bank's instructions, preparing sketch designs with alternative schemes (including carrying out necessary revisions till the sketch designs are finally approved by the Bank), making approximate project cost estimates i.e. block/preliminary estimate based on sqm area x rate per sqm and preparing reports on merits of the scheme, high lighting the points such as permissible FAR/FSI, likely type of foundation required, structural design provisions to be made, planning norms/ development rules of the local authorities from whom the plans have to be got cleared before commencement of work and how the same are met in the proposed layout permissible and recommended basement areas

and purpose, adequacy of available water sources for drinking, flushing. A.C. adequacy of electric sources for lighting and Air- conditioning and other purposes, any alternative arrangements required to be made for water and electricity, type of drainage system, water storage and distribution arrangements, compound development, landscaping etc. and all incidentals and connected aspects thereto so as to enable the Bank to take a decision on the sketch designs and scheme as a whole:

(b) After approval of the plans by the Bank, preparing the drawings & documents for obtaining approval from the statutory bodies including but not limited to Municipal Corporation, Airport authorities, Environmental clearance etc. and obtaining its/their approvals through Main Contractor.

(c) Preparing detailed architectural working drawings, making design calculations and drawings for foundation and other structural work of the building, making designs and drawings for normal sanitary, water supply and electrical services and also for any special installations like air-conditioning, sewage treatment plant, fire-fighting, telephone, public address system, computer installations, interior decoration/ site preparation work etc.(as may be included / required by the Bank in the Architects services), meticulously working out technical specifications, bills of quantities and detailed cost estimates after briefing and discussing the amenities and finishes being proposed broadly with the Bank. While the Architects would be given full scope to make suggestions in the best interest of the said works, the Architects shall amend / change the same suitably if so desired by the Bank. The Architects shall be responsible for inclusion of each, and every item of the works/specifications required for completion of the project and the correctness of the quantities so as to ensure that variations are not beyond 5% either side between the actual quantities and the estimated quantities in exceptional / rare cases. The Architects shall get all these detailed drawings and cost estimates approved by the Bank after making necessary changes/amendment etc. is so, desired by the Bank.

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

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

concerned contractors including programme of work within the stipulated time frame.

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

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

(f) Preparing landscape drawings & planting of saplings

(g) Preparing for the use of the Bank, the contactors, PMC/ and the Site Engineers (if any) appointed by the Bank, six copies of the contract documents of various trades including all drawings, specifications and other particular such further details and drawings as are necessary for the proper execution of the said works.

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

(i) Assuming full responsibility for the overall supervision and proper and timely execution of the said works by all the contractors and sub-contractors, specialists, consultants, technical adviser etc. that may be engaged from time to time as defined in the conditions of engagement referred to clause 2 below by following up the matter closely, with the appointed site Engineer/PMC, if any PMC is appointed by the Bank and even with the contractors. Appointment of the site Engineer/PMC by the Bank and their presence at site and involvement in the work shall not absolve the Architects in any manner from those responsibilities. The role of the site Engineer/PMC will be as an Agent of the Bank employed for austere the Bank for efficient execution of the project at Site. The Architects will have right to oversee, differ with the site Engineer/PMC's opinion in regard to

the quality, measurement, rates of part/ substituted/ extra items etc. without affecting the Bank's interest. However, in the event of any dispute arising due to difference between the opinion of the site Engineer/PMC and the Architects, the decision of the Bank's shall be final and binding on the architects (and site Engineer/PMC as well).

Normally, the work rejected by the Site Engineer / PMC or the rates and /or quantities reduced by them shall not be disputed by the Architects. However, if they differ with the decisions of Site Engineer / PMC in this regard, they have right to make recommendations/ suggestions to the Bank for the Bank's consideration and pending the Bank's decision/s on such points, the Architects shall issue the interim payment certificates as recommended by the Site Engineer / PMC. On getting the Bank's decision on such points the Architects can give effect to the same as may be necessary in the Bills to follow thereafter. The Architect will have, however, a right to reject the works accepted by the Site Engineer / PMC if in their opinion they are not satisfied with the quality or execution of the same as expected by them but by clarifying the specific reasons in writing to do so to the Bank under a copy of the advice to the Site Engineer / PMC.

(j) Test-checking or cross checking of measurements of works at site if and wherever felt necessary on receipt of the bills form the site duly scrutinized and verified from the said Site Engineer / PMC of the Bank (if appointed, otherwise detailed measurements to be checked by the Architects), checking the contractor's bills, issuing certificates for payment and passing and certifying accounts so as to enable the Bank to make payments to the contractors and making adjustments of all accounts between the contractors and Bank. The Architects shall assume full responsibility of the entire project, the correctness of the detailed measurements, calculations and summing-up of net total under appropriate tender items and correctness of the payment certified by them. Time limit for verification and certification of bills by Architect shall be as under (failing which the Architect may be penalized)

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

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

(l) The PPA-cum-PMC shall extend full cooperation and support to the Main Contractor, their appointed Architect, or any other agency authorized by them, in obtaining all mandatory and/or statutory building permissions/approvals and their periodical renewals, including but not limited to municipal clearance from appropriate Municipal Corporation, Airport Authority clearance, Environmental clearance, etc., as required for commencement of construction at site.

Further, the PPA-cum-PMC shall ensure and extend all necessary support to the Main Contractor for obtaining all other statutory permissions/approvals required during execution of the project and upon completion of the project, including but not limited to Fire No Objection Certificate (Fire NOC), Occupancy Certificate, and any other approvals mandated by statutory authorities /Govt. bodies.

All drawings, documents, layouts, calculations, and technical details required by the Main Contractor or statutory authorities/Govt. bodies in this regard shall be promptly prepared and made available by the PPA-cum-PMC within three days of receipt of the written/verbal request, without causing any delay to the progress or completion of the project.

PPA-cum-PMC shall ensure to obtain in time all required/necessary approvals from statutory/Govt. bodies, in coordination with Main Contractor, required from very beginning to final handing over of the project to SBI.

(m) Appearing on behalf of the Bank before the Municipal Assessor & Collector or other authority in connection with the final settlement of the initial ratable value of the building/s and tendering advice in the matter to the Bank.

(n) Any other service connected with the said works usually and normally rendered by Architects and not included in any of the items referred to above.

2. Conditions of Engagement:

a) The Architects shall submit to the Bank the sketch plans, detailed plans, cost estimates, tender documents etc. within the period stipulated in the schedule hereto annexed.

b) The Architects shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenant to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work being executed by the contractors under day to day supervision of the site Engineer/PMC/ Resident's Architect Engineer is in accordance with the architectural working drawings and the finishes etc. as provided for by them. In the event of their finding out/ observing any deviations therefrom, they shall immediately bring it to the notice of the site Engineer/PMC / Resident's Architect Engineer/Contractors at the site and write to the contractors for the same. All such letters addressed to the contractors by the architects shall be routed, without exception through the PMC if any site Engineer/PMC is engaged, so that if there is any point of difference or there is any genuine technical / administrative / contractual difficulty in following the architects' directions, the site Engineer/PMC can first talk to the architects and or to the Bank before the architects' letter/s reach to the contractors. Simultaneously, copies of all such correspondence with the PMC/ Contractors shall be sent to the Bank by the architects periodically.

Architects' overall responsibility will continue during the defect liability period to see that the PMC are persuaded to get the defects, if any, removed by the contractors and they shall give a "No Objection Certificate" at the end of the defect liability period of twelve months ……..

to the contractors if any Site Engineer/PMC is appointed, otherwise Architects will take responsibility themselves. Employees Bank they shall be authorized to write to the architects, if they find any discrepancy in the drawings, specifications, or the architects' instructions or any drawings, details, clarifications required for speedy implementation of the works are pending from the architects' offices.

During the preliminary stage, the Architects shall visit the site, collect all the relevant data, take site particulars, ascertain local authority's building byelaws, prevailing prices for building materials and labour wages etc. and forward the same to the Bank also. The architects shall arrange, if required, for preparing a surveyed site plan and for necessary soil investigations like trial bores, or test pits, load bearing test or other soil tests as may be required and submit their report to the Bank. The cost of survey of site and carrying out soil investigations, various tests shall be borne by the Bank.

c) The Architects shall co-ordinate all his activities during the detailed planning and tendering stage and in case any Site Engineer/ PMC and other consultants are separately appointed by the Bank, the architects shall prepare a comprehensive programme of work in consultation with the Site Engineer/ PMC and other consultants as also the contractors and arrange to have the work completed in an expeditious manner and in accordance with the programme drawn up. For this purpose, the Architects shall attend the weekly / fortnightly joint meetings of the Bank, the Architects, the ST / PMC, all the concerned consultant, contractors / sub- contractors and assist the Site Engineer/ PMC to prepare joint minutes of the discussion / instructions at such meetings with a view to co-ordinate the work of the various Site Engineer/PMC/ Resident Architect Engineer or contractors / sub-contractors and to avoid delays.

d) It is clarified that day to day supervision, programming of the works and coordination of various activities, quality control, measuring and recording the actual quantity of work, their correctness, ensuring that the work is being executed as per tender specifications and drawings, pointing out of any discrepancy therein forthwith to the contractors after taking the Bank into confidence will be responsibility of the Architects and the Architects will oversee all these activities and follow up with the PMC or contractors, if any engaged by the Bank through their Resident Architect at site to ensure timely and quality work as provided in the agreement.

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

f) In case any Site Engineer/ PMC is engaged by the Bank during the progress of work, the Architects' representative at site shall remain in daily touch with the said Site Engineer/ PMC and ascertain from them whether any excesses over sanctioned cost is anticipated and / or has already occurred. The Architects shall immediately report the same to the Bank with adequate justification for the same and obtain Bank's approval thereto. Also, as and when required, the Architects shall also prepare a revised cost estimate for Bank's approval with assistance from / in consultation with the said PMC.

g) The Architect shall engage (within the fees mentioned in clause 5 below) a qualified graduate Resident Architect/Engineer with not less than 15 years' experience for coordination and overall supervision on the site on day to day basis during the construction of the works and also deploying full time qualified Site Engineers as under for all works and services at their own cost within the fee payable: -

S. No.	Designation	Qualification	Nos	Work Experience
1.	Civil Engineer	Graduate in Civil Engg.	Minimum 1	Minimum 15 years post-qualification experience at site
2.	Electrical Engineer	Graduate in Electrical Engg.	Minimum 1	

h) The Architects shall, within the fees mentioned in clause 5 below, engage and depute at site qualified: -
(i) Structural Consultants / Engineer (ii)Electrical Consultants / Engineers (iii) Sanitary and Plumbing / Public Health Consultants, Engineer and (iv) Consultants for special installations like air-conditioning, lifts, generators and firefighting installations, landscaping, interior works etc. to assist them in their works. The remuneration, fees of Resident Architect and his required assistants / consultants / Engineers appointed under clauses (i) and (j) shall be paid by the Architects who shall also be responsible for all the work, actions, omissions, etc. of any such Resident Architect and his assistants / Consultants / Engineers

i) The Architects are supposed to ensure that the disputed / rejected works and the works not sanctioned by the Bank are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of the Bank, the rates quoted by them are not more than the reasonable in case of partly done / substituted / extra items and not more than tendered rates in case of completed tender items, various recoveries / deductions from the bills are properly effected, other recoveries made up to the last running bill in case of each contractor by the Bank to minimize further corrections at the Bank's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by the Bank to the contractors. The Architects shall be responsible for the corrections of the individual measurement, calculations etc. The Architect should also satisfy themselves through their Resident Architect that there is no duplication of the measurements and recording of the work done is under proper tender items. In case any PMC is engaged by the Bank to avoid delays in verification on this account, the Resident Architect/ Engineer or his assistant at the site may remain associated with the Site Engineer/ PMC and the concerned contractors at the time of joint measurements to satisfy himself about what work is being measured and under those tender items.

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

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

for the consequent delay in the completion of such work.

l) The Bank may require the Architect to go out or travel for discharge of any of their duties enumerated in this agreement without any extra fees. In case of outstation firms, in addition to the professional fees payable to the appointed Architect, the traveling allowances (as per actual expenditure incurred) and halting allowances (without insisting on production of the related bills) are also paid to the senior partners/associates of the firm of Architects and their Junior staff/associates, whenever they visit places other than Bhopal. In case the site of work is located in the same city, halting and traveling expenses shall not be paid. The scale of halting allowance payable to the senior partners/associates of the firm of Architects and their Junior staff/associates is as under:

Traveling Expenses to the Architects and Consultants:

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

(n) Whenever the work is examined by the Chief Technical Examiner of the Central Vigilance Commission and if he brings to the notice of the Bank any defective or substandard work or any irregular / excessive payments the Architects shall take necessary action to get the defect rectified and / or recover the irregular payments. They may bring such matters in writing to the notice of the concerned contractors by putting the correspondence / their letters to take immediate action to get the matters set right and report back to the Architects for compliance. The Architects shall assist the Bank and shall send suitable reply to the Chief Technical examiner's queries in shortest possible time. In case of any disputes with the contractor (s) or disputes arising out of the said project execution as well in the matter of arbitration (either initiated by the contractors or the Bank) pertaining to this project, the Architects shall, assist the Bank from time by drafting suitable replies in consultation with the legal advisers and protect the interest of the Bank.

(o) The Architects shall, on the completion of the work, supply to the Bank free of cost two copies of 1:100 (one hundredth) scale drawings (one of which shall be in tracing cloth), two complete sets of structural drawings and two sets of drawings sufficiently showing the main lines of water and drainage pipes, electrical installation and other essential services and also and inventory of all fittings and fixtures in the building. The Architects shall, if so, required by the Bank, supply extra copies of all such drawings and the cost of such extra copies shall be

reimbursed by the Bank to the Architects in addition to this the architect shall provide soft copies of drawings in pen drive or CD/DVD.

3. Termination of Agreement

(a) The agreement herein in may be terminated at any time by either party by giving a written notice of two months to the other party. Even after the termination of their employment, the Architects shall remain liable and shall be responsible for the certification / approval of any bills submitted by the contractors at any time in

respect of the work executed before the termination of the Architects appointment and consequences thereof on account of any excess / wrong payment, if any, certified / recommended by the Architects for payments to the contractors, are liable for the payment of damages mentioned in paragraph 2 (j) herein above.

(b) If the Architects close their business or the company, partnership firm stands dissolved due to provisions, if any, in partnership agreement of the firm in the event of death of one or more partners die or become incapacitated from acting as such Architects, then the Agreement shall stand terminated, subject to the clause 3(a) herein above.

(c) (i) If the Architects fail to adhere to the time schedule stipulated in the schedule hereto annexure or the extended time which may be granted by the Bank in his sole discretion or
(ii) In case there is any change in the constitution of the company / firm of the architects for any reason whatsoever, the Bank shall be entitled to terminate this agreement without giving notice and entrust the work to some other Architects.

(d) In case of termination under sub-clause (a), (b) or (c) above, the Architects shall not be entitled to fees or compensation except the fees payable to them for the work actually done and as per the provisions in this agreement. In such cases the decision of the Bank as to what is the work actually done and what is the amount of the fees due to the Architects on the basis of actual work and as per the provision in this agreement shall be final and binding on the Architects.

(e) In case of the termination under sub-clauses (a), (b) or (c) above, the Bank may make use of all or any drawings, estimates or other documents prepared by the Architects, after a reasonable payment for the services of the Architects for preparation of the same in full as provided herein.

4. Transfer of Interests

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

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

5. Scale of Charges

(a) The Bank shall pay to the Architects as remuneration for the services to be rendered by the Architects in relation to the said works, and in particular for the services herein before mentioned, a fee calculated at the rate of …. percent (……percent) the cost of the work as indicated in sub-clause (c) of this clause plus service tax as applicable.

(b) If the Bank appoints independent consultant/s for the work pertaining to special installations like air-conditioning, lifts, wet risers etc., the Architects shall not be paid any fees on the total value of such installations. Similarly, no fee is payable on the cost of equipment for air- conditioning, lifts, computers etc., supply of which is directly arranged by the Bank.

(c) The Architects shall be paid fees referred to above in the manner laid down in clause 6 below, in respect of the preparation of plans, drawing up of estimates, specifications, pre-qualifications of contractors, calling of tenders etc. up to the stage the work is done by them on the value of works estimated by them initially or on the basis of approved tender for civil works. However, the Bank shall be entitled to adjustments subsequently on the basis of actual cost of executed works so that the total fee payable to the Architects does not exceed the aggregate of the percentages referred to in sub-clause(a) above on the value of the actual executed works including variations due to increase or decrease in the scope of the work authorized by the Bank. The Bank shall have the liberty to omit, postpone or not to execute any work and the Architects shall not be entitled to any compensation or damages for such omission, postponement, or non-execution of the work, except the fees which have become payable to them for the services actually rendered by them.

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

Sr. No.	Services to be recorded	Subject to clarifications under column fees payments	Up to stage total cumulative fees payments	Remarks/ Clarifications
(1)	(2)	(3)	(4)	(5)
(a)	i) After completion of sketch plans, Architectural design andmodel, if any, and their approval by the Bank. ii) If project is decided to be foreclosed by the Competent Authority, but sketch plans have been prepared and submitted to the Bank in all respects.	i) 1/16th (6.25%) of the total agreed % of fees on total cost of related work. ii) fee payable will be 75% of (i) above	1/16th (6.25%) of the total agreed % of fees on total cost of related work.	It is clarified that estimated of the work at this stage shall include cost of interior work only if the sketch plans include the detailed department-wise final layout plans for all floor for computerized office. As otherwise, the fees for the sketch plans for interior work will be paid later on when the sketch plans are approved by the Bank.

(b)	After completion of working drawings & detailed estimates to the satisfaction of the Bank including Architectural & structural drawing & all drawings pertaining to the various specialist services & their approval by the Municipal Corporation or other authorities & Pre-qualifications of contractors for main civilwork (foundation as wellas super structural)	1/8th (12.5%) of the total% of fees on total cost of related work.	3/16th (18.75%) of the total% of fees on total cost of related work.	If the civil work is executed in two stages i.e., foundation & plinth or pile foundation one stage and super structure as second stage, assessed cost for each work will be the basis for release of payment. The fees for detailed plans & estimates for interior work shall be paid later on when these are received & approved by the Bank.50% of the fees payable for this stage may, however, be paidon completion and approval by the Municipal or other authority of all drawings pertaining of civil work & completion of prequalification work of civil contractors separately or together for foundation & super structure civil work (on the estimated cost excluding interior work).
(c)	After preparation of contract documents including tenders, issue of tender notices in respect of all traces, submission of recommendations to theBank and execution of the contract documents for various trades.	1/16th (6.25%) of the total% of fe es on total cost of related work.	On1/4th (25%) of thetotal fees on total cost of related work.	Here also, as clarified in para (b) above, initially the estimated cost shall be the cost of foundation or/ and super-structure (excluding interior decoration work) when the general building work is in progress. The fees under this (c) stage will be paid later on when the detailed plans/ estimates/tender documents etc. are prepared by the ACF and approved by the Bank and the tenders are invited by the ACF. Part payments of fees in both these cases can be released at discretion of the Bank on request of the ACF in proportion to the services completed in respect of particular trades. Such payment shall be on account. Such payment shall be on account.
(d1)	During the progress of construction and in proportion to the value of the said works as certified from time to time and paid by the Bank.	1/2th (50%)of the total% of fees on total cost of related work	3/4th (75%) of the total fees on total fees on total cost of related work.	----------

(d2)	On final completion of the project & closing of accounts including obtention of occupation certificate from IDA / Municipal / Fire authority / water connection authority / electrical connection authority / gas connection authority and / or any other authority / Board connected with the occupation of building.	1/8th (12.5%) of the total% of fees on total cost of related work.	7/8th (87.5%) of the total fees on total cost of related work.	----------
(d3)	After the ACF issue "No objection certificate" for the refund of contractor's retention money on expiry of Defects liability period of the various contractors and/ or attending to the CTE's / CVO's observations, if any, from time to time till its final disposal and award of arbitration, if any, whichever is later.	1/8th (12.5%) of the total % of fees on total cost of related work.	100% of the total fees on total cost of related work.	The final payments under d1, d2 & d3 stages shall be made in accordance with and on the basis provided in the clauses 5 herein.
(e)	In case, this agreement is terminated in pursuance of clause 3 above, fees shall be paid to the architects for the actual services rendered as per stages referred to in this clause and subject to other provisions about recoveries etc, as provided for elsewhere in this agreement.			

7. Visit to the Site & LHO

In addition to the stationed qualified Resident Architect /Engineer and one or two of his assistants as the Architects may consider necessary to support him, the Architects as stipulated by the Bank or their representatives shall visit the site at least once in a week and more frequently if so required and their consultants shall visit the site and LHO periodically and as frequently as works require and inspect and supervise the construction to ensure and satisfy themselves that the works are being executed as designed and planned by them and approved

by the Bank and general quality of the work and finishes etc. are good. For this no charges shall be payable by the Bank.

8. Delays, Responsibility and Recoveries from fees

(a) If the construction work after appointment of the contractors get delayed and the appointed contractors disagree to bear liquidated damages levied for the same as per the provisions in the agreements between the Bank and the contractors on a ground that they did not receive detailed architectural / structural drawings and of any further clarifications from the architects, the architects shall be liable to make good the losses to the Bank to an extent of the amount of liquidated damages disagreed by the contractors. Similarly, if the works done as per the architects' earlier given architectural/ structural drawings are required to be altered / demolished because of mistakes at the architects / their consultants and the architects shall be liable to bear the cost of the work required to be so altered / removed (including removal / alteration cost) unless the contractors agree to forgo the cost of said work. In the event the Architects fail to discharge their duties diligently and delays are caused due to their negligence or if they do not cooperate and the work is not completed within the time frame, they shall be liable to make good the damages suffered by the Bank without prejudiced to the Bank's right to terminate the agreement and pay such fees, which is at discretion of the Bank, required to be paid at the time of termination.

(b) In case any Site Engineer/ PMC or any consultant is engaged by the Bank, the architects shall, closely follow up and keep the account of the progress made and arrange to solve the bottle necks, if any, and clarify the doubts / details, if any required by the Site Engineer/ PMC / contractors through their Resident Architect/ Engineer and his assistants at site. If necessary, they should write to the Site Engineer/ PMC under advice to the Bank about time lag in the work and suggest improvements / course of action for PMC's consideration. Similarly, if the Site Engineer/ PMC is engaged, they will be authorized to write to the architects about their requirements like drawings, details, clarifications, discrepancies etc. if any, at architect's end.

(c) It is agreed by the Bank and the Architects that the total recoveries / adjustments on account of delays / mistakes except in case of structural failure, at architects' end and any other account from the architects' fees shall not exceed 15% of their total fees for the entire project including interior decoration work, foundation, compound development, landscaping etc. To protect their interest, the architects shall keep the matter on record and shall maintain file / register with the acknowledgements for issue of drawings, clarifications etc. from the Bank in writing. However, in the event of any damage/ loss caused to the Bank on account of structural failure due to defective structural design by the Architects and / or their structural consultants, the Architects shall be liable to make good fully such damages / loss to the Bank without any upper limit.

9. Arbitration

i) Any dispute and items of disagreement arising between the Architects and the Site Engineer / PMC shall be referred to the Chief General Manager of the circle or in his absence, the General Manager of concerned network of SBI (the Bank) and his decision on those matters will be final and binding on the Architects and Site Engineer / PMC as well.

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

iii) For the purpose of appointing the (…) based sole Arbitrator referred to above, the Appointing Authority i.e. the Chief General Manager of (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.

iv) 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.

v) 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.

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

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

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

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

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

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

This agreement executed the day and year first written above.

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

Signed and delivered by within name

……

1.

2. Signature of Managing Partner

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

1.

2. Signature of Bank’s representative

SCHEDULE (REF. CLAUSE 1(a) & 3 (c) OF THE AGREEMENT

Sl. No.	Submission	Period
1.	Submission of sketch plan & preliminary estimates.	Within 4 (four) weeks from the date of receipt of instructions from the Bank.
2.	Submission of Detailed architectural, structural & other drawings and estimates, complete in all respect for the project.	Within (4 four) weeks from the date of receipt of approval of the Bank for sketch plan & preliminary estimates.
3.	Submission of Drawings and Draft tender documents complete in all respect for onboarding of the Main Contractor.	Within 2 (two) weeks from the date of receipt of Bank's approval of Detailed estimates.
4.	Submission of Architect's report on the various tenders.	Within 2 (two) weeks from the date of receipt of tenders from the Bank.
5.	Submission of variation orders.	Within a fortnight from the date of receipt of Bank's approval of the variation. In the case of variation costing less than Rs. 25,000/- or the amount authorized, as the case maybe, within one week from the date of issue of instructions by the Architects to the contractors.
6.	Other drawings, etc., if any.	Within a reasonable time not more than 5 days for the smooth running of the work.
7	Obtaining building permissions and approval of plans, through Main Contractor, from the local authorities for commencement of work	Within a reasonable time of maximum 4 months from date of award of contract to the Main Contract.

ANNEXURE - L

LETTER OF UNDERTAKING

The Assistant General Manager
State Bank of India
Premises & Estate Department
3rd floor, Local Head Office
Bhopal -462 011.

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 project of construction of New Academic block & other Amenities at Bank's vacant Plots, Chetana, Scheme No.78, Vijaynagar, Indore, M.P. We have also taken into account 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 PPA cum 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 of New Academic block & other Amenities at Bank's vacant Plots, Chetana, Scheme No.78, Vijay Nagar, Indore, M.P by engaging Main Contractor 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 Main Contractor to carryout necessary liasioning 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 Main 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 PPA cum PMC 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 PPA cum PMC responding to this EOI.

13. We have not induced or attempted to induce any other PPA cum PMC to submit or not to submit a Bid for restricting competition.

14. If our offer is accepted, we undertake to take up the project immediately and will render our professional services as per the timeline specified in this document.

15. We agree that the SBI may split the scope of services in this project i.e. Principal

Project Architect as well as Project Management Consultancy (PMC) to different agencies within its sole discretion. Under such an eventuality, we undertake to manage the project in full coordination with any of the agencies appointed/engaged by the SBI for the successful completion of the project and also undertake the responsibility of pre-qualification of a “Main Contractor” who shall execute the project, get Municipal plan approvals and construct the project under supervision of PPA cum PMC.

16. We undertake that in competing for and (if the award is made to us) in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

17. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

18. We undertake that we will not resort to canvassing with any official of the SBI, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of PPA cum PMC from further bidding process.

19. 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.

20. It is further certified that the contents of our Bid are factually correct. We also undertake that in the event of any information / data / particulars proving to be incorrect at any stage, the SBI will have the right to terminate our services at any stage of the project without notice.

21. We also understand that SBI reserve their rights to Shortlist any number of Architectural Architect firms for participating in the Techno-commercial competition and to accept any or to reject all the Bids without assigning reason therefor.

22. We hereby undertake that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.

23. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the SBI to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. However, until such formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Moreover, we shall not withhold our professional services in the project for execution such formal agreement.

24. The name(s) of successful PPA cum PMC 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 PPA cum PMC(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 PPA cum PMC

Signature and addresses of Witnesses

i)

ii)

ANNEXURE - M

FINANCIAL BID (ENVELOPE – II)

TO BE SUBMITTED BY THE BIDDER SEPARATELY UNDER TWO BID SYSTEM
(NIT NO: SBI/LHO/BHO/2026-27/02)

SELECTION AND ENGAGEMENT OF PRINCIPAL PROJECT ARCHITECT-CUM-PROJECT MANAGEMENT CONSULTANT (PPA-CUM-PMC) FOR PROPOSED CONSTRUCTION OF NEW ACADEMIC BLOCK & OTHER AMENITIES AT BANK'S VACANT PLOTS AT CHETANA, SCHEME NO.78, VIJAYNAGAR, INDORE, M.P.

1. 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 Architectural Consultant firm (PPA-cum-PMC) specified by SBI in the Notice Inviting Tender as well from their standard agreement for the captioned purpose and we shall abide by the same in case our proposal is accepted.

2. Accordingly, we now quote our total professional fee for the project as under:

S. No.	Scope of Services	Professional Fee (%age of Total Project Cost (Excluding GST and cost of items directly procured by the SBI)	Professional Fee in Words
1	Providing complete Architectural cum Project Management Consultancy for the Complete Project (including Civil, Plumbing, Electrical, Structural, Firefighting, LT/HT installations, Green Building, Road Works, Landscaping etc. complete)	……% of the actual Project Cost.	

3. 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.

4. We further agree, in case we fail to procure, through Main Contractor, required building permissions and approval of plans by the local authorities within a reasonable time of maximum 4 months from the date of award of contract to the Main Contractor, the SBI shall be at liberty to discontinue our services as the PPA-cum-PMC for the project within their sole discretion and no fee shall be claimed by us for the project.

Name and designation of the Authorized signatory

Stamp and seal

Signature of the Bidder

Place:

Date: