भारतीय स्टेट बैंक
State Bank of India

F & OA Dept.,
State Bank Global IT Centre,
C.B.D. Belapur, Navi Mumbai.

Notice Inviting Expression of Interest

for

PROJECT MANAGEMENT CONSULTANT (PMC)

RFP - Technical Bid (TB)

For the "Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai."

RFP No. : SBI/GITC/IT-F&OA(ESTATE)/2026/2027/1475

Last date for submission of RFP/Tender : 1730 hrs. (IST) on 12.08.2026
Opening of Technical Bid : 1530 hrs. (IST) on 13.08.2026

RFP Submitted by : _____

Name of Bidder : _____
Address of Bidder : _____
_____
GSTN No. of Bidder : _____
Date : _____

The Dy. General Manager (F & OA),
F & OA Dept.,
State Bank Global IT Centre,
1st Floor, "C" Wing,
Sector 11, C.B.D. Belapur,
Navi Mumbai – 400614.

Final 20260715 1215

Sign & Stamp of PMC's Authorized Signatory/Applicant

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Sign & Stamp of PMC's Authorized Signatory/Applicant

Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.

RFP No. : SBI/GITC/IT-F&OA(ESTATE)/2026/2027/1475

Notice Inviting Expression of Interest (EOI)
For
PROJECT MANAGEMENT CONSULTANT (PMC)

State Bank of India (SBI) invites Expression of Interest (EOI) from reputed & experienced Project Management Consultancy firms for participating in the selection process & engagement as Project Management Consultant (PMC) for an EPC Project regarding Re-Development & Construction of High-Rise Commercial & Residential Towers, its Amenities, Infrastructure Works, Interiors, etc. at SBI's 25 Acres Colony, on Plot No. 1 & 2, Sector-13, Nerul, Navi Mumbai.

The project shall be executed as on EPC – Model, where PMC shall arrange for following services :
a) PMC shall arrange to prepare detailed architectural planning (plans, elevations, sections, 3D walkthrough, landscaping, amenities, infrastructure), drawings and design based on the Bank's requirement and the local municipal norms, various rules and regulation as per all Statutory Authorities (CPWD EPC Mode II).

b) PMC to arrange & obtain NOCs, Approvals, CCs, procurement of FSI/TDR from Regulatory, Statutory Authorities as per Clause 2.1.1 of Chapter 7 – SWS.

c) The PMC shall act as SBI's representative for project management, supervision, monitoring, quality control, bill verification, and defect liability support and ensure timely completion of the project.

d) The EPC contractor shall prepare detailed structural and MEP designs & drawings, shop drawings based on architectural drawings submitted by PMC and approved by the Bank, as well as shall do procurement, construction & execution of the Project & its works. The EPCC shall obtain all statutory approvals, NOCs, OC, etc. from the concerned government departments, statutory & regulatory authorities as required for the Project, time to time (excluding Environmental Clearance & Extension of Airport Authorities of India (AAI) height approval / clearance – but may require to do its re-validation and re-extension, if its term gets over).

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.bank.in** under procurement news (https://sbi.bank.in/ web/sbi-in-the-news /procurement-news) as per schedule given in NIT.

Interested parties complying prescribed eligibility criteria should ensure submission of their applications in the prescribed format with supporting documents online and at this office as per schedule given in NIT. 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 there for and no correspondence shall be entertained in this regard.

Dy. General Manager (F & OA)

Sign & Stamp of PMC's Authorized Signatory/Applicant

1. Glossary

A Glossary of the different acronyms & terms used in the document is given below with the reference of individual acronyms/terms. These are to be used in relation to the interpretation of the acronyms/terms mentioned in the RFP.

Definition of Certain Short Forms	
AAI	Airport Authority of India
AQI	Air Quality Index
Bank, SBI	Global IT Centre, State Bank of India, CBD Belapur, Navi Mumbai.
Bidder/Applicant/PMC/Builder/ Tenderer/ Service Provider	Prospective Project Management Consultant
BOQ	Bill of Quantities
CA	Chartered Accountant
CC	Commencement Certificates or Completion Certificate (as per relevancy)
CIDCO	City & Industrial Development Corporation, Navi Mumbai
CMS	Construction Management Services (part of PMC scope)
CPM	Critical Path Method
CPWD	Central Public Works Department
CPWD PAR	CPWD Plinth Area Rates (Latest Version) and its clarifications
CTE	Chief Technical Examiner
CVC	Central Vigilance Commission
CVO	Chief Vigilance Officer
db	Decibel
DBR	Design Basis Report
EC	Environment Clearance
EHS (or HSE)	Environment, Health and Safety
EIA	Environment Impact Analysis
EMD	Earnest Money Deposit
EOI	Expression of Interest
EPC	Engineering, Procurement & Construction
EPCC	EPC Contractor
F & OA	Facilities and Office Administration
GTC	General Terms and Conditions of Contract
GFR	General Financial Rules of Government of India
HRC	High Rise Committee of NMMC
IEM	Independent External Monitors
IOD	Intimation of Disapproval
IPR	Intellectual Property Rights
MEP	Mechanical, Electrical and Plumbing
MOEF	Ministry of Environment, Forest and Climate Change

NBP	Notice of Building Permission
NMMC	Navi Mumbai Municipal Corporation
NOC	No Objection Certificate
OC	Occupancy Certificates
PB	Price Bid
PERT	Program Evaluation and Review Technique
PG	Performance Guarantee
PMC	Project Management Consultant / Consultancy
PMCO	Project Management Consultant Office
QCBS	Quality cum Cost Based Selection
RFP	Request for Proposal comprising of TB and PB.
Rs. / INR / ₹	Indian Rupees
SBI / Bank / Client	GITC, State Bank of India
SLA	Service Level Agreement
STC	Special terms and Condition of Contract
TB	Technical Bid
VCC	Virtual Completion Certificate
WO	Work Order
w.r.t.	with respect to

---------- *(End of this Section)* ----------

Sign & Stamp of PMC's Authorized Signatory/Applicant

2. NOTICE INVITING EOI

State Bank of India (SBI) invites Expression of Interest (EOI) from reputed & experienced Project Management Consultancy firms for participating in the selection process & engagement as Project Management Consultant (PMC) for an EPC Project regarding Re-Development & Construction of High-Rise Commercial & Residential Towers, its Amenities, Infrastructure Works, Interiors, etc. at SBI's 25 Acres Colony, on Plot No. 1 & 2, Sector-13, Nerul, Navi Mumbai.

(Although Tender has to be submitted and uploaded online, Applicant has to submit one set of hard copy of uploaded Technical Bid, its filled in forms, etc. along with all relevant documents, drawings, etc. (Except Price Bid /Offer), duly spirally bounded, with all pages signed & stamped at the address as mentioned in the NIT)

The details of Tender are as under:
(Price Bid shall be opened of only those Bidders, who are eligible and approved in Technical Bid.)

S.No.	Particulars	Description
1	Name of the work / Project	Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.
2	Nature of the Work	Project Management Consultancy Services (PMC) for the proposed EPC Project.
3	Time allowed for Completion of Project	(9+54) months from 30th day of the date of work order to selected PMC Bidder.
3.1	Defect Liability Period (DLP)	Refer Clause No. 1.3.2 of the Draft Agreement.
4	Estimated cost of the works	Construction Cost : ₹ 2000 Crores (Approx.) plus GST
5	Earnest Money Deposit (EMD)	₹ 10,00,000/- (Rupees ten lakhs only) by means of (mode of Transaction) NEFT and intra-bank transfer (SBI to SBI only) or Bank Guarantee (BG) (from Bank other than SBI). EMD to be deposited on or before the time and last date of submission of the RFP. No exemption will be given regarding EMD submission.
6	Performance Security / Guarantee (PG)	10 % of the Contract Value of the PMC Works. To be deposited by means of (mode of Transaction) NEFT only and intra-bank transfer (SBI to SBI only) as per details in RFP or Bank Guarantee (BG) (from Bank other than SBI). (After selection process, by selected vendor only).
7	Date of availability	

	of tender documents on Bank's and Service Provider's website	
7.1	Technical Bid & Price Bid	From **16.07.2026 to 12.08.2026 upto 1730 hrs.** Available at https://sbi.bank.in/web/sbi-in-the-news /procurement-news, or https://www.tenderwizard.com/SBIETENDER
8	Visit to Site, by Prospective Bidders, if desired by them (Date & time)	**23.07.2026, from 1030 hrs. to 1430 hrs.** Site Address : SBI Residential Colony, Plot No. 1 & 2, Sector-13, Nerul, Navi Mumbai - 400706.
9	Pre – Bid Meeting (Date, time & Place of Meeting) (Queries, if any have to be raised afresh).	**On 30.07.2026 at 1500 Hrs.** at the following address: The Dy. General Manager (F & OA), F & OA Dept., State Bank Global IT Centre, 1st Floor, "C" Wing, Sector 11, C.B.D. Belapur, Navi Mumbai – 400614.
9.1	Online Prebid Meeting (option)	The weblink shall be shared with the prospective bidders on their specific request through email.
9.2	Last date and time for receipt of Pre-bid queries from the prospective bidders (Only through Email to dgmit.fnoa@sbi.co.in and dgmcivil.gitc@sbi.co.in)	**On 24.07.2026, up to 1730 Hrs** Note: 1. All queries must be sent in the prescribed format as an attachment in the Excel format as per Annexure 'O' (Technical Bid). 2. Only queries received by email by the stipulated date and time will be considered for discussions/clarifications in the Pre-bid Meeting. No other point shall be considered.
9.3	Prior Intimation for participation in Pre-Bid Meeting	Applicant has to share name & contact no. of their representatives on email 24 hours prior to date & time of Pre-Bid meeting. (dgmit.fnoa@sbi.co.in and dgmcivil.gitc@sbi.co.in) The OTP shall be sent on their mobile no. for the meeting & no other persons shall be permitted to attend it. Maximum two persons per bidder allowed for meeting.
10	Last date & time for submission of EMD & tender document	**On 12.08.2026, upto 1730 Hrs.** Note: It is sole responsibility of the bidder to ensure submission of their EMD within stipulated date and time at specified SBI Account failing

		which they will not be allowed to participate in E-Tendering. The proof of the same is to be uploaded at https://www.tenderwizard.com/SBIETENDER mentioning UTR no. / transaction ID. Or Bank Guarantee (BG) as per format in the RFP
11	Place, Time & Address for submission of hard copy of Technical Bid, application, supporting documents, original Integrity Pact, EMD, etc.	**On 12.08.2026, upto 1730 Hrs.** Address : The Dy. General Manager (F & OA), F & OA Dept., State Bank Global IT Centre, 1st Floor, "C" Wing, Sector 11, C.B.D. Belapur, Navi Mumbai – 400614. Tel. No. 022 27577386, 2753-7412/7439/7411 Email ID : dgmit.fnoa@sbi.co.in & dgmcivil.gitc@sbi.co.in
12	Last date & time for submission of online Technical Bid & Price Bid	**On 12.08.2026, upto 1730 Hrs.,** at https://www.tenderwizard.com/SBIETENDER
13	Date and Time of opening of Online Technical Bid.	**On 13.08.2026, at 1530 Hrs.**
13.1	Date and Time of opening of Online Price Bid	After Design Competition, completion of presentation from shortlisted PMC Bidders, it will be communicated through email to the qualified bidders or on Bank's website.
14	Validity of Bids	Refer Clause No. 2 of Instructions to Prospective Project Management Consultant (PMC).
15	**Eligible Taxes**	**₹A)** Income Tax will be deducted at source as per Govt. Guidelines. **B) Payment of GST will be made as applicable. The PMC should comply with the following.** PMC should have GST Registration Number. Invoice should specifically / separately disclose the amount of GST levied at applicable rate as per GST provisions/Rules. In case of Correction in the bills after scrutiny, PMC should submit fresh bills for payment. PMC should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid. The GST Number of State Bank Of India for Maharashtra State – 27AAACS8577K2ZO.
15.1	**Electronic Payment**	Electronic payment shall be preferred. All the Applicant's must furnish details such as 1) Name of the their bank 2) Name of their branch

		3) Account number 4) Name of the account holder as in the bank account 5) IFSC No of the branch 6) PAN number.
16	**Submission of Hard Copies of Technical Bid**	***1)*** One set of hard copy of uploaded Technical Bid (in original), its application form along with all relevant documents, drawings, etc. are to be submitted (Except Price Bid /Offer), duly spirally bounded, with all pages signed & stamped, along with original copy of duly executed Pre-Contract Integrity Pact, EMD and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the RFP and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. It should be submitted within the bid submission date and time for the RFP at the address mentioned in the Notice Inviting Tender, failing which Bid will be treated as non-responsive. ***2)*** Documents submitted/ uploaded 'online' shall only be considered as documents submitted. ***3)*** The original copy of duly executed Pre-Contract Integrity Pact on ₹ 500/- Stamp paper and EMD should be submitted at the address mentioned above.
17	**Agency for arranging e-tender/online bidding, contact numbers :**	You are requested to contact the agency for further guidance for e-tendering.
17.1	**Name of Auction Agency**	M/s Antares Systems Ltd., Bangalore.
17.2	**Address**	Registered Office: Honganasu, 137/3, Bangalore–Mysore Road, Opposite Metro Pillar P-696, Kengeri, Bangalore – 560060, India Phone: 080-45982100
17.3	**Bidder Support**	Help Desk Numbers: 9073677150 / 9073677151 / 9073677152 / 9674758726 / 9708966660 / 9044314492 / 8951944383 / 9771414548 / 9708966664 / 9731967722 / 9606921010 / 033-46046611 / 080-45982100
17.4	**Contact Person with Mobile No. & Email Address**	(Working Days: 09:00 AM to 06:00 PM): 1. Mr. Kushal Bose, - Mobile: +91 9674758719 - Email: helpdesk857@etenderwizard.com
17.5	Website Address	https://www.tenderwizard.com/SBIETENDER
17.6	**Instructions**	1) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (DSC) in the name of person who will sign the bid, from any of the licensed certifying agency to participate in this tender.

Sign & Stamp of PMC's Authorized Signatory/Applicant

		DSC should be in the name of the authorized signatory. It should be in corporate capacity i.e. in Bidder capacity for uploading the bid online. 2) Registration with M/s ANTARES SYSTEMS LIMITED for online bidding/ tendering. 3) Bidder is required to submit entire technical bid signed & scanned along with requested documents, Annexures, Integrity Pact & EMD. 4) Bidder is also required to submit Price bid online simultaneously. 5) If the uploaded documents are not legible, the said Bid is liable to be rejected. Disclaimer: Bidder shall Download the entire Technical Bid to get acquainted with the terms and conditions and shall upload compulsorily all the pages of the complete technical bids, with all supporting documents and Annexures without fail in the e-tendering portal after putting the signature with date and seal as acceptance of all terms & conditions. Failing to upload as stated above, will lead to the tender being rejected. Bidder (s) should prepare and submit their online bids well in advance before the prescribed date and time to avoid any delay or problem during the submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the bidder (s) during the submission of online bids. Bidder (s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.

18. The PMC must provide their E-mail id, contact nos. and postal address in the bid documents. Henceforth, all official communication from Bank shall be through E-mail . The SBI reserves the right to cancel or postpone or modify the E-Tender at any stage without assigning any reason.

19. Tender can be downloaded from the bank's website at https://sbi.bank.in/ web/sbi-in-the-news /procurement-news or https://www.tenderwizard.com/SBIETENDER. It shall be responsibility of the PMC to arrange and ensure that all pages of Tender Documents are properly arranged and in order. Submission of bids in improper manner may lead to disqualification.

20. Interested PMC Firms/Individuals fulfilling prescribed eligibility criteria are hereby invited and requested to ensure submission of their Proposals in the prescribed format with supporting documents at the address mentioned in the NIT and online.

21. The PMCs are advised to submit the complete set of documents in properly spiral bounded form. The applications received in loose sheets shall be summarily disqualified.

22. The PMC shall sign and stamp each page of the Tender document thereby ensuring the number and sequence of all pages.

23. No conditions other than mentioned in the Tender will be considered, and if given they will have to be withdrawn.

24. Any letter, document and /or terms & Condition attached with Tender Submission other than mentioned in Tender and /or Corrigendum, shall not be entertained and such letter, document and /or terms and conditions shall be treated null and void.

25. All efforts will be made to furnish clarification during the pre-bid meeting. In exceptional cases, the clarification will be furnished subsequently. In both cases, the minutes of the pre-bid meeting containing clarifications shall be published on the BANK's website only (only if any clarifications, amendments are here).

26. Any Corrigendum's Clarifications issued by the BANK shall be an integral part of this document and shall amount to an amendment to the relevant clauses of this document, wherever required.

27. The shortlisted PMC Firms/Individual shall be invited for Design Competition and date shall be intimated by SBI after the scrutiny of Technical Bid.

28. The SBI reserve their rights to accept or reject any or all the e- Tender Applications, either in whole or in part without assigning any reason for doing so and any claim / correspondence shall be entertained in this regard.

29. In case the date of opening of e-tenders is declared as a holiday, the Bids will be opened on the next working day at the same time.

30. SBI has the right to accept, reject any / all e-tenders without assigning any reasons and no correspondence shall be entertained in this regard.

31. For any clarifications regarding E-Tendering procedure, System requirements etc. please contact M/s Antares Systems Ltd., whose address is mentioned in the NIT.

32. Any letter, conditions attached with the tender submission, other than as requested in the RFP/tender (and as per Corrigendum, if any), shall not be entertained, nor considered and shall be treated as null & void.

Yours Faithfully,

Dy. General Manager (F & OA)

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3. DISCLAIMER

1.1. The information contained in this EOI document (RFP) or information provided subsequently to Applicants, whether verbally or in documentary or any other form by or on behalf of the State Bank of India (SBI) or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

1.2 This RFP is not an agreement and is neither an offer nor invitation by the SBI to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Bank in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Bank, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

1.3 Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Bank accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. It is pertinent to mention here that the terms which are used in this RFP that are read in accordance of Law/Statutory/Regulatory Language also, in case of any difference of interpretation of any word or line, the same shall be read in junction of the prevailing Law of Land.

1.4 The Bank , its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of

this RFP or arising in any way in this Selection Process.

1.5 The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

1.6 The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

1.7 The issue of this RFP does not imply that the Bank is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Bank reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

1.8 The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including cost which are not limited to preparation such as copying, postage, delivery fees, expenses associated with any demonstrations or presentations or Design Competition which may be required by the Bank or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, Presentation, regardless of the conduct or outcome of the Selection Process.

1.9 The Applicant / Bidder is expected to examine all instructions, forms, annexures, terms and conditions, 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 Applicant / Bidder's risk and may result in rejection of the Bid.

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4. BRIEF DESCRIPTION OF THE SITE

4.1 Intent of the RFP :

Bank is proposing to appoint a PMC, having technical mastery, strong project governance, regulatory acumen, leadership skills, integrity and being forward-looking in technology, sustainability and green building development to supervise, monitor and manage the said project in most professional and efficient manner and use best of their professional skills and judgment, from Concept to Completion, Handover, covering maintenance & DLP, for the said Project.

4.2 Basic Information of the Site and Project :

PMC to render Project Management Consultancy Services for the EPC Project for the Composite Construction works of Civil, Plumbing, Sanitary, Electrical, Firefighting and fire detection, CCTV, Landscaping, STP, Amenities and Allied Services etc. regarding Re-Development & Construction of High-Rise Residential & Commercial Towers, its Amenities, Infrastructure, Interiors, etc. at SBI's 25 Acres Colony, on Plot No. 1 & 2, Sector-13, Nerul, Navi Mumbai.

4.3 Site and its Details :

i. Bank have a Residential Colony on a 25-acre plot (Approx.- 10.76 Lac sq. ft.) at Sector 13, Nerul, Navi Mumbai as mark in the attached picture below. The said plot is on a 60-year lease from CIDCO valid till 27.06.2045 (Residual Period – 20 Years).

ii. The said area is rapidly developing and witnessing significant urban growth with modern infrastructure.

iii. CBD Belapur, Kharghar, Sanpada are the suburbs located in the radius of 3kms from the site.

iv. D.Y. Patil Sports Stadium and Courtyard Hotel are only 800m from the site.

v. The upcoming Airport in Navi Mumbai is situated approx. 6 Kms away.

vi. Trans Harbour Link- an easy access to the main Mumbai city is 7 Kms away from the site.

vii. The plot is well-connected to various public amenities.

viii. Entertainment - Seawoods Grand Central Mall.

ix. Transportation – adjacent National Highway, Nerul Station, Navi Mumbai Airport

x. Healthcare – Apollo hospital, Cloudnine, DY Patil Hospital.

xi. The site is located with direct access from the 12 m service road of the Mumbai-Satara 60m wide Highway, providing connectivity to major parts of Mumbai and beyond, making it ideal for both commercial and residential developments.

xii. There is a 24 m wide road adjacent to the S-W side of the site.

xiii. Approximately 140 m length of the plot faces the main Mumbai-Satara Highway.

xiv. Nerul railway station is only 1km away, making the plot Well-connected to other parts of Mumbai, offering easy commute options.

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xv. Nerul Railway Station, Maharashtra, has an AMSL level of approximately 9 meters (about 30 feet) (to be independently verified by the PMC afterwards).

xvi. The site has an HT line cutting through the site

xvii. An HT line also passes on the East end of the plot, outside the boundary.

4.4 Brief Information about the Project:

SBI proposes for re-development of its 25 acres Colony, on Plot No. 1 & 2, Sector-13, Nerul, Navi Mumbai. It proposes construction of a Commercial Tower, IT Office Tower and high rise Residential Towers (subject to availability of ancillary FSI, Premium FSI, TDR, revalidation of AAI NOC, etc.). The brief of the Project is as mentioned below :

i. Presently, the land parcel is being used for Residential purpose only and consists of residential flats in 84 no. Stilt/G+4 buildings, a H-Bungalow and 189 Flats in 4 no. multi-storied Towers (G+P+14).
ii. Due to ageing, the (G/St. + 4) floor buildings at the said Colony were getting dilapidated due to weathering action.
iii. Considering that Bank's proposes to redevelop the entire colony by demolishing the existing G+4 Buildings and to re-develop the entire colony with high rise towers with modern amenities, infrastructure, etc.

iv. Also, the existing 4 no. of residential towers and H - Bungalow must be secured as it is occupied and all arrangements are to be made, constructed for safe passage, movement of occupants, visitors, their vehicles, etc. Also, all preventive and control mechanism has to be designed, constructed, implemented and maintained for dust and sound proofing of these buildings, Bungalow and its compound, including maintaining applicable AQI index, applicable sound db levels, through various measures & mechanisms, traffic movement & regulation, throughout the currency of the Contract.

v. All services of the various buildings, Bungalow, passing through the Colony, common areas, viz. water supply, sanitation, electric supply, piped gas, sanitary drainage lines, storm water drain, internet & mobile connectivity, STP, etc. have to be maintained & be in continuous operations, without any interruptions, throughout the currency of the Contract.

Further all such services required for the proper functioning of the retained buildings and structures shall be maintained without affecting the comfortable stay of the residents therein. Such services shall be retained and kept fully functional on a 24 × 7 × 365 basis throughout the currency of the Contract.

The responsibility for Operation and Maintenance (O&M) of all these services and facilities, including coordination and compliance with the requirements of the relevant Statutory Authorities wherever applicable, shall rest with the EPCC Contractor. The PMC shall oversee, supervise, and ensure that the EPCC Contractor performs the O&M obligations in accordance with the contract conditions, statutory regulations, and prescribed standards.

vi. The existing transformers and substations are indicated on the Survey Sheet. If relocation of any transformer or substation is required for the Project, the PMC shall arrange and supervise the same through the EPCC. The EPCC shall execute the relocation work and obtain all necessary approvals/NOCs from the concerned authorities.
vii. Construction of new Residential multi-storied Towers and Commercial multi-storied tower with Maximum utilization of FSI, thus maximum Land Use as per the prevailing Govt. Policy and availed NOC from AAI.
viii. Development with modern amenities like Swimming pool, Badminton Court, Creche, Library, Dispensary, Guest Houses, Restaurants, Auditorium, Basket Ball Court, Gym, Indoor games, etc.
ix. Sufficient number of parking to All Residents under their residential buildings and for guests too.
x. To have maximum land covered by Green Area.
xi. To save the existing trees and/or transplantation of trees.
xii. Distributed Pocket Parks for easy access to green spaces connected with the green avenues.
xiii. Provision of green avenue along roads, so as to enhance aesthetics, improve air quality, reduce noise, and create a welcoming atmosphere, promoting a sustainable and pleasant environment for residents and visitors.
xiv. To follow and execute green building norms and net zero concept for sustainability, in design & execution.

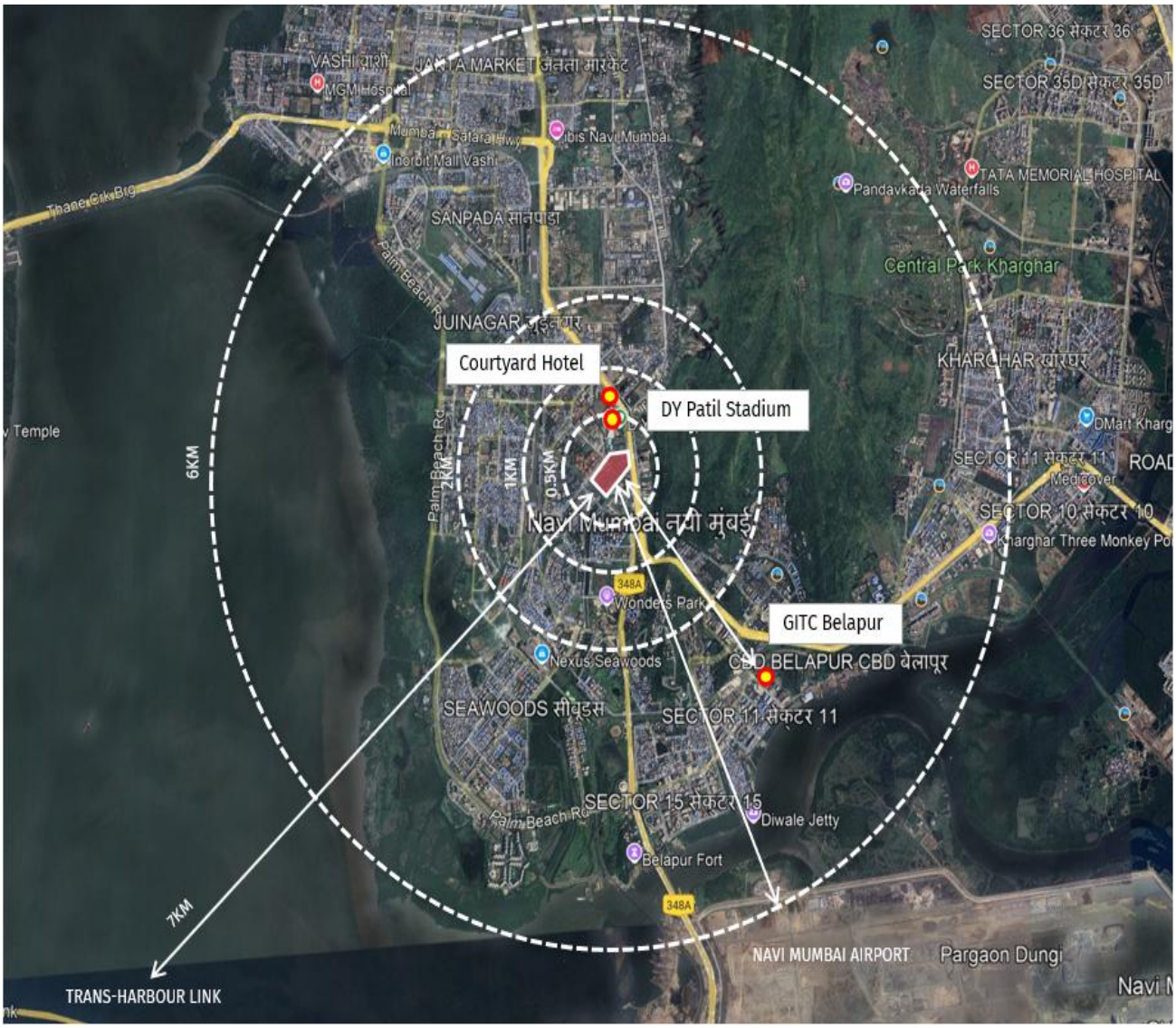
4.5. Area of the plot:

25-acre plot / 1,00,000 sq. mt. (Approx. - 10.76 Lac sq. ft.)

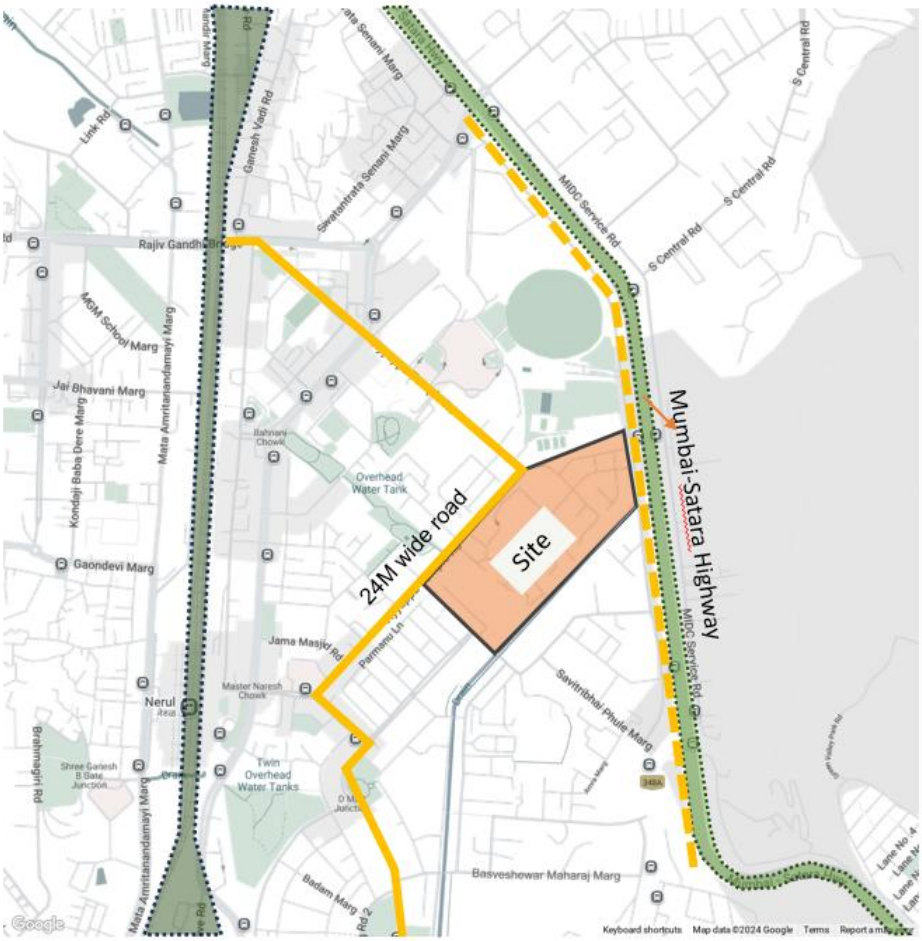
4.6 Location:

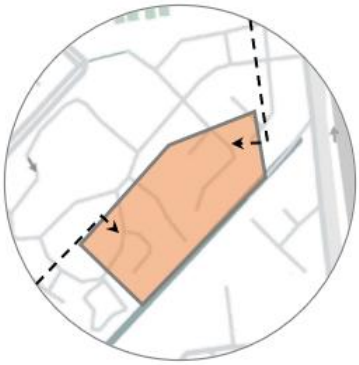
Plot No. 1 & 2, Sector-13, Nerul (East), Navi Mumbai – 400706, Maharashtra, India.

The Given Location is indicative in nature the actual site description i.e. metes and bounds of the proposed site for construction /demolition is as specifically prescribed by the Bank only. Further the layout for the entire project is only sole description of the Bank and the amenities as prescribed under the RFP are indicative in nature only and shall be finalized by the Bank as per requirements.



Sign & Stamp of PMC's Authorized Signatory/Applicant





Site accessibility points

4.7 If required, the participating bidders may obtain the required information through their own resources or may visit the site, prior to submission of the bid.

---------- *(End of this Section)* ----------

Sign & Stamp of PMC's Authorized Signatory/Applicant

5. INSTRUCTIONS TO PROSPECTIVE PROJECT MANAGEMENT CONSULTANT (IPPMC)

1. EOI / RFP documents:

1.1 The PMC shall perform the Services strictly in accordance with the provisions of this EOI/RFP, the Agreement, and all Contract Documents, and shall execute the Services in a professional, diligent, efficient, and workmanlike manner in conformity with Good Industry Practice, Applicable Laws, applicable codes, standards, and the directions issued by the Bank from time to time.

The RFP shall comprise the following documents, all of which shall form integral parts of the Contract:

A. Technical Bid :

i. Glossary

ii. Notice Inviting EOI/RFP

iii. Disclaimer

iv. Brief Description of the Site

v. Instructions to Prospective PMCs

vi. General Terms and Conditions of Contract (GTC)

vii. Scope of Works and Services (SWS)

viii. Special Terms and Conditions of Contract (STC)

ix. Draft/Format of Agreement

x. Annexures, Forms, Schedules and Formats

xi. Proposed indicative planning data, building details, flat matrix, FSI/TDR calculations, amenities and other project information.

B. Price Bid.

1.1.1 Interpretation and Order of Precedence :

The Contract Documents shall be read as complementary and mutually explanatory. In the event of any ambiguity, inconsistency, discrepancy or conflict between any of the Contract Documents, the following order of precedence shall apply, unless otherwise expressly provided:

i. Letter of Acceptance/Work Order (where issued);

ii. Executed Agreement;

iii. Price Bid including negotiated terms, if any;

iv. Scope of Works and Services (SWS);

v. Corrigenda, Addenda, Clarifications and Amendments issued by the Bank;

vi. Special Terms and Conditions of Contract (STC);

vii. General Terms and Conditions of Contract (GTC);

viii. Instructions to Prospective PMCs;

ix. Annexures, Forms, Schedules, Concepts, Master Plan, Flat Matrix, FSI Calculations and other technical information;

x. Bank's written instructions, guidelines and clarifications issued during the bidding process;

xi. Relevant provisions of CPWD EPC Contract (Type-II), to the extent specifically made applicable under this RFP.

Nothing contained in the Price Bid shall dilute, restrict or modify the technical, contractual, statutory, quality, safety or performance obligations of the PMC unless expressly accepted in writing by the Bank.

1.1.2 Discrepancies, Omissions and Interpretation:

The Contract Documents shall be construed as a whole, and no provision shall be interpreted in isolation.

i. Where any ambiguity, discrepancy, inconsistency or conflict exists between the provisions of the Contract Documents, the interpretation issued in writing by the Bank shall prevail and shall be final and binding upon the PMC.

ii. Any omission, ambiguity, discrepancy, clerical error, typographical error or inconsistency in the Contract Documents shall not relieve the PMC from its obligation to perform all Services necessary for the proper planning, design, coordination, statutory approvals, tendering, supervision, monitoring, testing, commissioning and successful completion of the Project in accordance with the Contract.

iii. The PMC shall promptly notify the Bank in writing upon becoming aware of any ambiguity, inconsistency or omission in the Contract Documents and shall seek written clarification before proceeding with the affected Services. Failure to seek such clarification shall not entitle the PMC to any additional payment, extension of time or claim.

iv. The Bank may issue clarifications, interpretations, supplementary instructions or drawings during the execution of the Project, and the PMC shall promptly comply with the same without adversely affecting the Project schedule.

v. The PMC shall be deemed to have carefully examined all Contract Documents, visited the Site, verified all available information and satisfied itself regarding the scope, complexity and requirements of the Project before submission of its Proposal.

1.1.3 Non-transferability :

The EOI/RFP and the Proposal submitted by the Bidder are non-transferable.

1.2 Site Visit:

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

1.3 Signing of contract Documents:

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

1.4 **Completion Period:**

Time is essence of the contract. The Project has to be completed in all respect & in accordance with the terms of contract within a period of **(9+54) months** from the 30th day of award of work to most suitable PMC Bidder and period after handing over. The said period is divided as mentioned below :

1.5.1 09 Months Period : Given to PMC for detailed drawing and design; making BOQ, authoring RFP for EPC Contract, tendering & final Discovery of EPC Contractor, including MoEF, AAI & IOD approvals.

1.5.2 54 Months Period : Given to PMC & EPC Contractor for complete project design, MEP, working drawings, approvals, CC & all NOC, execution, construction, completion, OC & all NOC's for completed project and handing over of the completed premises in all respects to SBI.

1.5.3 After Handing Over : till closure of project as per Clause 1.3.2 of SLA.

2. **PERIOD OF BID VALIDITY:**

i. a) Technical Bid shall remain valid for a duration 150 days from the date of submission of Bid.
b) Price Bid : Techno Commercial Proposals shall remain valid and open for acceptance for a period of 150 days from the date of opening of price bid.

ii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.

iii. Once a Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account except as explicitly mentioned in this RFP. A Bid submitted with an adjustable price quotation will be

treated as non-responsive and will be rejected.

iv. Design Proposals shall remain valid and open for acceptance for a period of 150 days from the date of opening Price/Commercial bid. If the tenderer chooses to withdraw their offer during the validity period or makes modifications in their original offer, their Design Proposal shall be summarily disqualified without notice and no correspondence shall be entertained in this regard.

3. Price Bid shall be opened only of those shortlisted PMCs who will participate in the proposed Design Competition proving their technical competency and capability in handling similar projects.

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

5. <u>Evaluating JV experience based on Equity Share Method</u> :

Joint Venture / Consortium shall not be allowed. However, if an applicant bids as a Single Entity but draws on prior experience from a joint venture (JV), the evaluation will be considered based on his **Equity Share in the said JV** (based on percentage ownership as per the JV agreement). The percentage of holding is a key metric, and it will be considered alongside the specific JV agreement.

5.1. Evaluation Methodology – based on Equity Share :

As per the standard evaluation practice, when an entity applies as a single bidder, the experience of works executed through an earlier Joint Venture shall be considered only to the extent of the applicant's equity participation in that JV. The balance experience corresponding to other JV partners shall not be credited to the applicant.

Principle:
The applicant is credited only for the portion of the project (value) that it performed within the JV, as verified from documentation submitted by them.
Other condition for eligibility & evaluation as per terms defined in RFP under respective clauses.

5.2. Applicant to submit following documents for the Claim :

To ensure that the applicant's JV experience is correctly evaluated, the applicant must submit the following self-certified documents in support of their claims:

5.2.1 JV Agreement:

i. A copy of the formal JV or shareholders' agreement showing the ownership or profit-sharing percentages.

ii. Details of the specific roles & responsibilities and scope of work for each partner within the JV.

5.2.2 Project Certificates:

i. Certificates from the client explicitly naming the applicant and describing their specific contribution.
ii. Detailed JV project descriptions submitted by the Applicant.
iii. Client certificates or completion letters.
iv. Any other supporting evidence demonstrating the specific activities performed and value of work executed by the Applicant within the JV.

5.2.3 Organizational Charts:
i. Showing the integration of the applicant's staff into the project's management and execution teams.
ii. CVs of Key Personnel: The CVs of the staff the applicant deployed to the JV project, describing their hands-on involvement.

5.2.4 Audited Financials of the JV: (Duly certified by CA)
i. To corroborate the financial contribution and sharing ratio.
ii. Financial statements or audit reports showing the applicant's share of the JV's turnover and profit.

5.2.5 Tender Document : If required, applicant had to submit the copy of the blank tender document of the JV project.

5.3 Example :

Example showing how a single entity (Company A) can claim experience from its earlier JV projects using the Equity Share Method :

i. Scenario

Company **A** is applying **as a single entity** (not JV) for a new project.
Earlier, it had executed a project **through a Joint Venture (JV-X)** with Company B.

ii. Equity Participation in Earlier JV

- Company A equity in JV-X: **40%**
- Company B equity in JV-X: **60%**

iii. Past Project Executed by JV-X

- *Completed Project*: Six-lane highway construction
- *Project Cost*: **₹800 crore**
- *Project completed successfully*

iv. Step 1: Allocate Experience to Company A by Equity Share

A JV partner can claim **only its proportionate share** of experience when applying individually.

Eligible Experience for Company A

= 40% × ₹800 crore
= **₹320 crore**

Thus, even though the JV completed an ₹800 crore project,
Company A can claim only ₹320 crore experience when applying alone.

v. Step 2: Using the Experience for New Eligibility Criteria

Tender Requirement for New Project

- Applicant (single entity) must have completed a **similar work of at least ₹300 crore**.

Check Eligibility

- Company A's eligible experience (from equity share): **₹320 crore**
- Requirement: **₹300 crore**

✔ **Company A qualifies**.

vi. Step 3: What Cannot Be Claimed

Company A **cannot claim**:

- The full ₹800 crore JV project value
- Experience of works handled by Company B
- Experience beyond its equity stake (no "management share" allowed)

vii. Final Summary :

Item	Value
Project completed by JV	₹800 crore
Company A's equity share	40%
Eligible experience for Company A (alone)	**₹320 crore**
Eligibility requirement	₹300 crore
Result	**Qualifies**

5.4. Only the verifiable equity portion of each project, shall be considered toward meeting the minimum experience requirements and evaluation matrix. Bank's decision in this regard shall be final and binding on all the Applicants and no query in this regard shall be entertained.

---------- *(End of this Section)* ----------

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6. GENERAL TERMS AND CONDITIONS OF CONTRACT (GTC)

1. Definitions: -

1.1. "Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India and PMC, together with the documents referred there in including these conditions and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

a) 'SBI' shall mean its **Office** at - F & OA Department, State Bank Global IT Centre (GITC), State Bank of India, Plot No. 1 & 2, Sector 11, CBD Belapur, Navi Mumbai – 400614, Maharashtra and its **Project Site** at - SBI Residential Colony, Plot No. 1 & 2, Sector-13, Nerul, Navi Mumbai – 400706.

b) 'The 'PMC' i.e. the Project Management Consultant shall mean the individual or firm or company selected and engaged for undertaking the project as PMC and shall include legal personal representative of individual or the firm or the company and the permitted assignees of individual or firms or company and their personnel like Project Managers, Engineers, Associates, Site Engineers, Project Engineers, Consulting Engineers, other PMC Personnel's etc. appointed at site as their representative for day-to-day supervision of work and to give instructions to the contractors including planning, designing, etc.

c) 'RFP' means the documents forming the tender i.e the Technical bid document, Price bid document, along with its corrigendum and clarification and the acceptance thereof and together with the documents referred there in including these conditions, the scope of work, specifications, designs, drawings, codes, references, pre-qualifications process, Expression of Interest, any correspondence from issue of RFP till work order, etc. Complete.

d) 'Bid' means the written reply or submission of response to this RFP.

e) "Contract Value" shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions there to or deductions there from as may be made under the provide herein after contained.

f) "month" shall mean a month reckoned according to the British calendar;

g) "Week" means seven consecutive days.

h) "Day" means a calendar day beginning and ending at 00 Hrs. and 24 Hrs. respectively.

i) "SBI's Engineer" shall mean Civil Engineer / Electrical Engineer/ Fire Officer / Security Officer in - charge of the Project, as nominated by the Dy. General Manager (F & AO), F & OA Department, GITC, State Bank of India, CBD Belapur, Navi Mumbai.

j) For all purposes, the Bank's Calendar shall be followed for all schedules and Project Works.

k) PMC shall act "on behalf of the Bank" means PMC shall "act as the Project Management Consultant and authorized representative of the Bank only for the purposes specifically provided under this RFP, its Corrigenda (if any) and its Agreement".

2. The PMC should have adequate no. of qualified architects, Project Managers, Civil & Electrical Engineers, constructions engineers, planners, designers, specialists and other technical officers and staff along with associates, and other personnel on the payroll / establishment of the company and should also have tie up arrangements with reputed registered and licensed specialist services Architect, firms, Electrical Architects, Air-conditioning Architect, Landscaping Consultants, etc. to execute work of such nature and magnitude.

2.1 They should have adequate knowledge of local bye-laws, statutory requirements and are capable to liaise with local civic Authorities.

2.2 The PMC must be equipped with adequate expertise and experience in supervising, monitoring and successful completion of such mega Project involving planning, designing & implementing / execution of the Composite Construction works of of Civil, Plumbing, Sanitary, Landscaping work, Electrical (HT/LT), Air-Conditioning, Lifts/Elevators, DG sets, UPS system, IBMS (CCTV, Public Address System, Fire & Safety Systems and integrating it with Building Management System), amenities, smart offices and all essential and ancillary works/services required for construction and completion of tentative / proposed Commercial Tower and Residential Towers, it's, modern amenities and its Infrastructure.

3. **Eligibility Criteria for Pre-Qualification** :

The intending PMC should comply the following minimum eligibility criteria for pre-qualification for the proposed project: -

i) **Experience :**

The Applicant shall have a minimum experience of seven (7) years as on 30.06.2026 in carrying out "Similar Assignments" / "Similar Projects" / "Similar Works".

Such experience shall include providing Project Management Consultancy (PMC) Services involving supervision, monitoring and successful completion of EPC Projects and/or Mass Development Projects and/or Multiple Building Construction Projects comprising:

(a) Residential Buildings;

and

(b) Commercial Buildings (any one of the - Office Buildings or Institutional Buildings or IT/ITeS Buildings or Educational Buildings or Public Buildings or Healthcare Buildings).

The above projects shall include services relating to architectural works, review of structural engineering works, civil works, MEP (Mechanical, Electrical, Plumbing & Sanitary) works, interior works, firefighting works, horticulture works, site development works and statutory approval works with concerned authorities.

However, experience relating to architectural services, review of structural engineering services, interior works, firefighting works, horticulture works and statutory approval works may be considered if executed either by the Applicant PMC firm directly or through its any Associate(s).

ii) **Minimum Project Value Criteria** :

The Applicant shall have successfully completed "**Similar Assignments / Similar Projects / Similar Works"**, as defined under Clauses 3(i) above and Clause 3.1.1 below, during the seven (7) years ending on 30.06.2026, satisfying any one of the following criteria:

a) One similar assignment with a project construction completion cost of ₹ 1600 **Crores** (excluding GST) or

b) Two similar assignments with a project construction completion cost of ₹ 1000 **Crores** (excluding GST); or

(c) Three similar assignments with a project construction completion cost of ₹ 800 **Crores** (excluding GST)

……. The above "Similar Assignment'' / ''Similar Projects''/ "Similar Works" (either a, b, c) shall comprise residential and/or commercial building projects.

iii) The average annual turnover of the Applicant by way of Professional Fee in latest three financial years ending on 31.03.2026 shall not be less ₹ **18 Crores plus GST**. Copies of the audited Annual Balance sheet for the latest three financial years ending on 31.03.2026 shall be submitted in support of claims.

iv) The PMC/ firm satisfying the prescribed eligibility criteria shall only become eligible to bid. Clear supporting evidence like photographs, certificates, documents etc. of completed works should be submitted with the bid.

v) The PMC/ firm should either have their a full-fledged office / local / Branch Office in Navi Mumbai (documentary evidence to be submitted) or be prepared to setup a complete office setup with in-house capability and infrastructure & expertise to Manage, Supervise, etc. such high magnitude specialized project, in Navi Mumbai within 2 months from the date of award of contract provided they are qualified for the project through laid down selection process.

The Applicant shall not be required to establish a separate office in Navi Mumbai, provided that it already maintains an operational office within the Municipal limits of Mumbai or Navi Mumbai.

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However, in case the Applicant does not have an existing office within the Municipal limits of Mumbai or Navi Mumbai, it shall, upon award of the Contract, establish an office in Navi Mumbai (within 3 km radius of the proposed site), in accordance with the provisions of the RFP.
An **undertaking** to be submitted by the PMC to this effect along with their application.

vi) The PMC/ firm shall be responsible and prepared to engage expertise 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.

vii) The PMC should have a valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.

viii) The PMC should not have been blacklisted by the Govt. of India Organizations / PSU / PSE / Govt. Depts./ PSB / Listed 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 PMC along with their application).

ix) The Applicant Firm should have been in the field of Project Management Consultancy Services, **for minimum 15 years. (e.g. Documents related to Firm Registration / Establishment Certificate / MSME Certificate, etc.)**

x)The PMC should not be a joint venture or a consortium. (Hence application as a JV or Consortium is not acceptable).

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

3.1 DEFINITIONS :

3.1.1 Definition of "Similar Assignment'' or "Similar Works" or "Similar Project" under above Clauses :

(a) For the purpose of Clauses 3 (i) and 3 (ii), "Similar Assignment", "Similar Project" or "Similar Work" shall mean projects successfully completed during the last seven (7) years ending on 30.06.2026, for any of the following:

Listed Public Limited Companies /

MNC's (listed in International / Indian Stock Exchange) (MNC's works executed in India, shall only be considered) /

Govt. Organizations / Semi Govt./ PSU / PSE / PSB / Govt. Depts. – State or Central, etc., /

Cluster Redevelopment Projects under the DCR 33(9) Cluster Development Policy and/or under the DCR Regulation 58 - Redevelopment of Old Mills in Mumbai & its suburbs, as per DCR and its latest amendments by Government of Maharashtra;

(b) In addition to satisfying Clauses 3 (i), 3 (ii) and 3.1.1 (a), mentioned above, the Applicant should have successfully completed works following works, during the last 7 years, as on **30.06.2026** :

i. At least one of the Similar Projects submitted for evaluation shall comprise a minimum of five (5) residential buildings, each having a minimum height of 15 storeys or 45 metres, completed within a single project.

and

ii. The Applicant shall have completed at least one (1) commercial building having a minimum height of 10 storeys or 37.50 metres.

The commercial building requirement under Clause 3.1.1 (b) (ii) above, may either:

(a) form part of any Similar Project submitted under Clause 3 (ii);

or

(b) be a separate project executed for an organisation specified under Clause 3.1.1(a), and without any monetary ceiling for such commercial building project.

These clauses are tabulated below :

Sr. No.	**Cost of the Project (Excl. GST)**	**Similar Project - 01**	**Similar Project - 02**	**Similar Project - 03**	**Commercial Building Works (1 no. of commercial building, of at least 10 storeys or 37.50 mt. height)**
1	*One Project of ₹ 1600 Crores.*	Shall comprise **minimum five (5) residential buildings**, each of at least **15 storeys or 45 metres height**, completed within a single project and meeting Clause 3.1.1(a) of Chapter 6- GTC.	Not Applicable	Not Applicable	It may either form part of **Similar Project–01** Or be a **separate project** executed for an eligible organization under Clause 3.1.1(a) of Chapter 6- GTC, without any monetary ceiling.
	OR				

2	*Two Projects of ₹ 1000 Crores each.*	Shall comprise **minimum five (5) residential buildings**, each of at least **15 storeys or 45 metres height**, completed within a single project and meeting Clause 3.1.1(a) of Chapter 6- GTC.	Any eligible residential and/or commercial building project meeting Clause 3.1.1(a) of Chapter 6- GTC. Without any height restriction.	Not Applicable	It may either form part of **Similar Project– 01/02** Or be a **separate project** executed for an eligible organization under Clause 3.1.1(a) of Chapter 6- GTC, without any monetary ceiling.
	OR				
3	*Three Projects of ₹ 800 Crores each.*	Shall comprise **minimum five (5) residential buildings**, each of at least **15 storeys or 45 metres height**, completed within a single project and meeting Clause 3.1.1(a) of Chapter 6- GTC.	Any eligible residential and/or commercial building project meeting Clause 3.1.1(a) of Chapter 6- GTC. Without any height restriction.	Any eligible residential and/or commercial building project meeting Clause 3.1.1(a) of Chapter 6- GTC. Without any height restriction.	It may either form part of **Similar Project– 01/02/03** Or be a **separate project** executed for an eligible organization under Clause 3.1.1(a) of Chapter 6- GTC, without any monetary ceiling.

(c) For the purpose of "Similar Assignment'' or "Similar Works" or "Similar Project", the works executed within India, shall only be considered.

(d) The Project shall be considered 'successfully completed' only upon issuance of Completion Certificate or Taking-Over / Handing Over Certificate or Occupancy Certificate or Paid Final Bill Certificate - by the Client or Competent Authority. Projects which are substantially completed, under execution, or partially commissioned shall not be considered.

(e) Projects where architectural design and planning formed part of the PMC scope, under eligible "Similar Works"/ "Similar Projects", it shall be considered sufficient to meet the requirements of Clause 3.1.2 below, and where the PMC firm's Architect and/or Architectural Firm is separately engaged by the PMC, then they have to independently demonstrate and substantiate compliance with Clause 3.1.2 through separate credentials and documentary evidence.

3.1.2 **Architect and/or Architectural Firm, engaged by the PMC** :

i. The PMC's in-house Architect Team and/or the Architectural Firm engaged by the PMC shall have a minimum of 12 years' experience in the architectural design and planning

of EPC Project and/or Mass Development Project and/or Multiple Buildings Construction Projects and/or Township Project, involving:

(a) residential buildings

and

(b) commercial buildings (any one of the - Office buildings or Institutional buildings or IT/ITeS Services Building or Educational Buildings or Public Buildings or Healthcare buildings)

- The experience in above building Projects should be in works such as architectural services, MEP (mechanical, electrical and plumbing & sanitary works), interior works.

The PMC or it's in-house Architect Team and/or the Architectural Firm engaged by the PMC, needs to have experience relating to review of structural engineering services, firefighting works, horticulture works and statutory NOC/approval works with statutory authorities on its own OR through its other Associate(s).

ii. Registration and Licensing :

The PMC's in-house Architect and/or the Architectural Firm engaged by the PMC shall possess valid registration and licenses as required under applicable laws, including registration with the Council of Architecture (CoA). All applicable rules, regulations, and guidelines of the Council of Architecture and other competent authorities shall be complied with.

iii. Submission of Profile and Methodology :

The PMC shall submit a detailed write-up of its in-house Architect Team and/or the Architectural Firm engaged by it, covering:

- Firm profile and organizational details;
- Relevant experience and key assignments;
- Proposed methodology for execution of the Project;
- Approach towards innovation, practicality, sustainability, and modern design concepts;

iv. Eligibility Criteria

The PMC's in-house Architect Team and/or the Architectural Firm engaged by the PMC shall have successfully completed the architectural design and planning of the following works during the last seven (7) years ending on 30.06.2026:

(a) A single project comprising at least five (5) residential buildings, each having a minimum height of 15 storeys or 45 metres;

and

(b) One (1) commercial building having a minimum height of 10 storeys or 37.50 metres; and

and

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(c) One (1) Mass Development Project and/or Township Project having a minimum area of 2 acres.

v. The experience relating to Clause 3.1.2 (i) & (iv) above, may be derived either:

From the same project(s) submitted for qualification under Clause 3 (ii) above;

Or

From any Projects from organizations' as per Clause 3.1.1 (a) above

Or

From any other organizations including Private Sector projects executed by the PMC's in-house Architect Team and/or Architectural Firm engaged by the PMC, provided that such experience is supported by satisfactory documentary evidence (**) and is found acceptable to the Bank.

[(**)Documentary Evidence: Documentary evidence may include, but shall not be limited to:

- IOD/NBP / Commencement Certificate (CC) indicating the Architect's name;
  Or
- Approval documents issued by Local Bodies or Regulatory Authorities mentioning the Architect's name for the project;
  Or
- Completion/occupancy-related documents identifying the Architect;
  Or
- GST Invoice with TDS Certificate, certified from the Client.
  Or
- Any other documentary evidence establishing the Architect's role and scope of services for the project.].

3.1.3 **Following Organisations / Firms / Companies may apply :**

PSU, PSE, Central / State Public Enterprises,
Reputed Sole Proprietorship Partnership, Private Limited,
Public Limited or Co-op. Body,
Corporate Firms, etc.,
…… may apply.

(a) Project completed by the above firms or company, for their sister concern, subsidiary, etc. too may be considered.

(b) In case of Public limited (Listed) Company, reputed Sole Proprietorship, Partnership, Private Limited, Public Limited or Co-op. Body etc. firms/Company - project executed for their own use will not be considered".

(c) Firms that have successfully completed Project Management Consultancy (PMC) services for any Cluster Redevelopment Projects under the DCR 33(9) Cluster Development

Policy and/or under the DCR Regulation 58 - Redevelopment of Old Mills in Mumbai & its suburbs, as per DCR and its latest amendments by Government of Maharashtra, are eligible to apply for the current PMC appointment.

Similarly, Firms that have successfully completed Project Management Consultancy (PMC) services for any Listed Public Limited Companies, MNC's (listed in International / Indian Stock Exchange) are eligible to apply for the current PMC appointment.

To substantiate their claim, such firms must submit relevant documents, including:

- Appointment Letter,
- Work Completion Certificate,
- OC of the Completed Project,
- Final GST Invoice with TDS Certificate, certified from the Client.
- Any other documents validating the successful completion of their PMC works.

Please ensure all documents are submitted as part of the application process.

Note:- Habitable storey of the completed Buildings from Basement to top habitable floor shall only be considered for evaluation. However, buildings with height due to domes, minarets, atriums, etc. shall not be considered for evaluation. Lift Machine Room, water tank, any tower, etc. shall not be considered as 'storey'.

3.1.4 **"Cost of work"** shall mean actual gross value (Excluding GST) of completed "similar Project'' work including all the components executed under the contract. The applicant shall submit the documents as mentioned below, of each project executed by them, during the said period duly supported by performance certificates of clients.

(a) A certified copy of Tax invoice or certified Final Bill from respective client

Or

Completion Certificate or Virtual Completion Certificate from respective client.

Note:- Above-mentioned certificates should be availed by the Applicant on or before the last date of submission of Tender.

3.1.5 Virtual Completion/Completion Certificate, Performance Certificate should be certified by an Officer not below the rank of Executive Engineer / Chief Project Manager or equivalent of the Organization or to be certified by Director / Partner /Proprietor, in case of Private Clients, for whom the work has been done.

3.1.6 "Applicant" means proprietary concern, partnership firm, private or public limited company applying for pre-qualification as a PMC.

3.1.7 "Employer" or "Client" means State Bank of India, abbreviated as SBI.

3.1.8 As & when required, applicant must produce the **originals & other relevant documents** such as relevant IT Returns, PF, ESIC, PO, abstract of bills, invoices, etc. related with the PMC contract work for verification to substantiate such work experience, claims.

3.1.9 The bidder should have an understanding of this scale of projects and should have comprehensive experience in mass housing and group housing projects of sizable scale and should understand the local market and its success potentials. The bidder should have an experience of working on similar projects.

3.1.10 "Similar project" means habitable structure built for residential, commercial, institutional and mixed used development project. Infrastructure project experience of electrification work like shifting of HT/LT line, street lighting, road, metros, bridges, flyovers, power, steel, manufacturing and warehousing plants, chimneys, minarets, statues, domes, and other similar projects in the transportation, marine, industrial and urban infrastructure will not be considered for bidding.

3.1.11 Documents to be submitted for Proof of Registration of the company / firm etc.

a) In case of Company - Certificate of Registration issued by ROC (Registrar of Companies).

b) In case of firm - Partnership deed, Municipal registration or any other document issued by the Authorities confirming the establishment of the firm.

c) In case of Individual Proprietorship - Municipal registration or any other document issued by the Authorities confirming the establishment of the firm.

3.1.12 If an applicant had earlier executed any project as a JV / SPV / Consortium, then his credentials for assessment, experience, strength, etc. shall be assessed as per Equity Share Method.

Applicant to share the details of scope of work and their MoU / Agreement for such JV / SPV / Consortium.

Bank's decision in this regard shall be final & binding on the applicants / other applicants, and no query shall be entertained in this regard. (Refer Chapter 5)

3.1.13 The value of completed / executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.

4. The objective of this EOI is to identify and appoint a reputed PMC, having technical mastery, strong project governance, regulatory acumen, leadership skills, integrity and being forward-looking in technology, sustainability and green building development to supervise and manage the said project in most professional and efficient manner and use best of their professional skills and judgment for the Proposed Re-Development & Construction of High-Rise Residential & Commercial Towers, its Amenities, Infrastructure, Interiors, etc. at SBI's 25 Acres Colony, on Plot

No. 1 & 2, Sector-13, Nerul, Navi Mumbai, as envisaged above by engaging an EPC Contractor etc. The actual no. of Towers, area to be constructed is as per regulatory requirement, Bank's discretion. No claim for such changes shall be entertained by the Bank.

4.1 The PMC/ firm should have qualified & experienced technical team at its disposal for deployment at site for its supervision, monitoring, site management, EHS & QAQC works, day-to-day supervision of the project during the execution of the project from concept to handing over, post DLP, of the entire project & its infrastructure to the SBI.

4.2 The 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.

4.3 The PMC may appoint an architectural firm and/or any other Specialized Consultant as an associate consultant and/or statutory works consultant / Associate for all the approval process, under their scope of works & within their quoted fee.

However, the PMC shall remain fully and solely responsible for all acts, omissions, services, deliverables, performance, and obligations of the associate or consultant engaged by it, as if the same were carried out directly by the PMC.

5. **Submission of bids**:

5.1 Bidding Process will be a two-bid system which comprises of technical bid and financial bid. Further the technical bid will be subdivided into two stages namely technical bid Stage-A and technical bid Stage-B.

The Method of selection will be Quality and Cost Based Selection (QCBS).

As is said earlier, the technical bid will be evaluated in two stages :
Stage-A will be based on bidder's Profile / credentials / work experience, whereas
Stage-B would be based on bidder's vision / approach towards the prospective assignment & the same will be evaluated through the Design Competition / presentation made by bidder before the Bank's Committee.

After that the financial bid will be opened for the qualified bidders of the respective stage only.

5.2 The Proposal shall be submitted as under:

i. The Technical Bid comprising of this tender document with all annexures duly filled in along with copies of the authentic supporting documents, its application form, drawings, etc. and the Price Bid are to be submitted online / uploaded as per NIT.

ii. The Applications along with all filled in Annexures as attached with the Technical Bid should be correctly filled in, sign & stamped and duly uploaded, submitted, along with sign & stamped copy of Technical Bid.

iii. One set of signed & stamped hard copies (in original), of uploaded Technical Bid, with all annexures duly filled in along with copies of the authentic supporting documents, its application form, drawings, etc. are to be submitted as hard copy, ***(Except Price Bid),*** duly spirally bounded, with all pages signed & stamped, along with original copy of duly executed Pre-Contract Integrity Pact and seal it in an envelope and super-scribing on top : "Technical Bid" and mentioning Name of the Work - "Expression of Interest (EOI) for **Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.2, Sector-13, Nerul, Navi Mumbai**."

(Pre-Contract Integrity Pact must be executed on minimum ₹ 500/- Stamp Paper. However, it should be in line with the respective State - Stamp Duty Rules where the said document is being executed.)

iv. The said envelope shall clearly bear the name of the RFP and name and address of the Bidder and can be sent by SPEED POST or dropped in the tender box available at Reception at Ground Floor at the address & schedule as per NIT.

v. Documents submitted/ uploaded 'online' shall only be considered as documents submitted. However, the original copy of duly executed Pre-Contract Integrity Pact and EMD should be submitted at the address mentioned above.

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

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

viii. Mode of Submission :

Technical Bid with supporting documents, Annexures, etc. : In Online mode and as well as hard copy.
Price Bid : in Online mode only.

6. **<u>Evaluation of Proposals for Shortlisting</u>**: (Techno-Commercial Competition)

a) The Sealed Cover containing Technical Bid of all the Applicants / PMCs will be first opened by the authorized committee and evaluated on the various eligibility criteria and other marking matrix parameters as per "ANNEXURE B".

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

c) After prequalification evaluation, PMC Firms/Individuals scoring minimum 60% marks as per parameters of 'Stage A' of Technical Evaluation (as per Annexure 'B' - Parameters for Design Technical Competition), and as shortlisted by the Committee, shall be invited for Design Competition with suitable honorarium.

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) All shortlisted / eligible applicants shall be advised to submit & present their detailed presentation in Design Competition, which will be held on the date and venue intimated to the concerned Applicants. The Design Competition will be part of technical bid and will be evaluated accordingly by the Committee. PMC Firms/Individuals scoring minimum 60% marks as per parameters of 'Stage B' of Technical Evaluation shall be eligible for opening of Price Bid.

f) The PMC submitting the requisite papers/ documents/ drawings /Models etc. and getting shortlisted, shall be invited for participation in the Design Competition before Competent Committee constituted by the SBI.

g) The committee will evaluate the proposal and the presentation in Design Competition of the proposed approach, methodology and technical capabilities of the PMCs and shortlist the PMCs as per the laid down criteria (Annexure B). The decision of the Committee shall be final and binding on the PMCs. No queries / clarifications in this matter shall be entertained from any applicant.

h) The Price/Commercial Bid of only those PMCs shall be eligible and opened who will participate in the Design Competition and with minimum score of 60% in technical round off (Sum of Stage A & Stage B) as per Annexure 'B' - Parameters for Design Technical Competition.

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

j) The honorarium is payable to the Applicants who have participated in presentation / design competition except the selected PMC, up to the amount of ₹ 50,000/- only (Rupees fifty thousand only).

7. **Presentation:**

a) PMCs shortlisted for participating in Design Competition / presentation will have to submit their plans, design in conformity with architectural/ development control and local building bye-laws, IGBC Green building norms, project report along with visuals, model (3D views) and preliminary estimate of cost within the stipulated date and have to present their scheme of proposals to the committee on the date to be advised by SBI separately.

b) Design Competition shall broadly include :

i. Past project with focus on special features
ii. Quality aspect along with some photos
iii. Special management techniques that might have been used to execute the project speedily and with initial budget cost
iv. Typical project schedule of past projects of similar nature (preferably qualifying projects)

v. Project Management approach for this project
vi. Work plan including time schedule
vii. Quality Assurance, Quality Control (including various lab. test required for check / 3rd party checks).
viii. EHS /Risk System
ix. Project organization
x. Structure, Responsibility, Qualification & Experience Personnel's to be deployed on the said Project.
xi. Concept paper / Project Management Approach & its Implementation / Drawing / proposal and the presentation of the proposed approach, methodology and technical & managerial capabilities towards this project with respect to the nature of project management, technology, structure, orientation, kind of finish, approaches for green building, sustainability, energy efficiency/ overall savings safety measures, innovations, etc. and innovative idea if technology/ PEB /Modular construction/ Rapid Construction Technology.
xii. Overall Presentation, Interpretation of Presentation Concept, Interaction on concept and response to queries of the committee members.

c) Each PMC will be given about 20 to 30 minutes time for making presentation. After the Design Competition / presentation the committee members will interact with the PMC to understand their presentation and queries if any, shall be clarified by the Applicant.

d) The Applicants are advised to incorporate actual photographs of the relevant project site showing progress/status of the project including quality of construction monitored during various stages. They should also present clear view of their scope of services for different sites including proof of various records maintain by them at site.

e) To participate in design competition, the PMCs will have to prepare and participate , attend the event on their own expenses.

f) The exact date and time slot shall be intimated to PMCs separately.

g) The complete Presentation of Design Competition as is presented to the Bank, has to be submitted, in Soft Copy on Pen Drive and web-link to the Bank and coloured hard copy (with drawings in A2 size), after the presentation is over.

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

9. **Financial bid**

a) The perspective PMC are required to submit their Price Bid in the specified format as per **Annexure 'Y', in online mode only.**

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

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

10. **Professional Fee:**

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

i. The PMCs are required to quote professional fee (excluding GST) for the Project Management Consultancy Services in the Price Bid, inclusive of all the works and services, as per various terms & conditions mentioned in the RFP, and subsequent clarifications, or any Corrigendum.

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

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

(a) No professional fee shall be payable to the prospective PMC's for the bought-out items, amount payable to EPCC under arbitration award and on purchase of any FSI, Premium FSI, TDR, Ancillary FSI, etc. which are directly paid by the SBI to NMMC, CIDCO for its purchase. However, the PMC must arrange for the procurement & purchase of the Premium FSI, Ancillary FSI, TDR, etc. from NMMC, CIDCO, etc.

(b) The prospective PMC shall guide and support to the selected EPC contractor builder and/or their Architect for obtaining all mandatory building permissions/approvals (Essential for commencement, construction, occupancy, handover, etc. for the Project) from any and all statutory authorities as NMMC, CIDCO, MPCB, central/ state/ local government, etc. and its periodical renewal, seeking completion and occupancy certificates after completion of project etc. from the respective department/authorities, within the quoted professional fee only. However, any Govt. fee /charges payable to the respective Govt authorities against Govt's demand note/challan/Map fee, any FSI, Premium FSI, TDR, etc, shall be paid by the SBI against production of original copies of such demand note/challans. Works, approvals, NOCs, etc. from MoEF, AAI, CIDCO, NMMC, MPCB, etc., (other than those availed by PMC, as per Clause 2.1.1 of SWS, prior to EPC tender), shall be availed by the EPCC. Subsequently, all theses approvals, NOCs, permissions, etc. from any statutory authorities viz. MoEF, AAI, NMMC, CIDCO, MPCB, central/ state/ local government, etc. shall be got renewed, extended, validated by the EPCC only, as per Project requirements.

(c) The PMC shall ensure that all NOCs, approvals, etc. as mentioned above and as required for the successful completion & handing over the project are in place, availed and valid for the said Project as per the project finalised by the Bank.

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

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

(e) For further detail, refer Clause 8 of the Draft Agreement (SLA) attached as Annexure.

11. **Award Criteria and Award of Contract:**

a) The firm which gets highest marks (obtained in weighted Technical and Price Bid put together, i.e. percentile format as per illustration mentioned in Annexure 'B')) will be decided as the prospective PMC / Most Suitable 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 RFP / Bid: 150 days shall be the validity period of bid from the date of opening of Price/Commercial Bid.
d) The Calculation of the marks of the Applicants is as per mentioned formula in Annexure "B".

12. On award of the contract, the PMC is expected to take up/commence the assignment within 30 (thirty) days of time.

13. If the performance of the PMC at any stage of the project is not found satisfactory or against the interest of the Bank, the SBI will have the right to terminate the agreement as per terms of this RFP 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 and deductions for any losses and/or expenses as incurred by the Bank on account of it. Decision of the Bank in this regard shall be final & binding on the PMC.

14. SBI will have right to change scheduled date of any event. Revised date will be displayed on our website only.

15. Any Corrigendum / Addendum / Clarification of this EOI shall be intimated through announcement at Bank's website only. The prospective PMCs are requested to peruse Procurement News section of our Bank's website www.sbi.bank.in, from time to time till the process of selection of PMC gets over.

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

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 PMC by registered post at their address or through their registered email ID as given in the bid documents to enter into an Agreement in the Bank's prescribed format for taking up the project as PMC. The letter of Intent shall constitute a binding contract between the SBI and the PMC.

(ii) Contract Agreement:

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

18. **Assignment and subletting**

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

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

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

20. **CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:**

i. A bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in Annexure “O” at the address/by e-mail within the date/time mentioned in the Notice Inviting Tender (NIT).

ii. A pre-Bid meeting will be held in person on the date and time specified in the Notice Inviting Tender (NIT) which may be attended by the authorized representatives of the Bidders interested in responding to this RFP.

iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank’s website or conveyed to the Bidders.

iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum on Bank’s website only. The interested parties/Bidders are advised to check the Bank’s website regularly till the submission date of the bids and date of opening of the Price Bid, as specified in the Notice Inviting Tender (NIT) and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility

for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

vi. Queries received after the scheduled date and time will not be responded/acted upon.

21. **MODIFICATION AND WITHDRAWAL OF BIDS:**

i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.

ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder and other action as per terms of RFP.

22. **BID INTEGRITY:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

23. **WAIVER OF RIGHTS:**

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

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

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

25. **CODE OF INTEGRITY AND DEBARMENT/BANNING:**

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the bidding Process.

ii. Bidders are obliged under the code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

a) "**Corrupt practice**" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

b) **"Fraudulent practice"** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;

c) **"Coercive practice"** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

d) **"Anti-competitive practice"** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

e) **"Obstructive practice"** means materially impede the Bank's or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters

relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

v. Debarment/Banning

Empanelment/participation of Bidders and their eligibility to participate in the Bank's procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank's procurement process shall be considered against delinquent Vendors/Bidders:

a) Holiday Listing (Temporary Debarment - suspension):

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing the process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

b) Debarment from participation including removal from empaneled list.

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under hereinabove, if a Bidder is found by the Bank 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, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- The Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment.
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it

is empaneled.

- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency.
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.
- Employs a government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners / directors / proprietor / agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

c) Banning from Ministry/Country-wide procurements

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

26. **Termination for Default**

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

a. If the PMC fails to deliver any of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the SBI; or
b. If the PMC fails to perform any other obligation(s) under the contract; or
c. Laxity in adherence to standards laid down by the SBI, Regulatory / Statutory Authorities; or
d. Discrepancies/deviations in the agreed processes or
e. Violations of terms and conditions stipulated in this EOI / RFP;
f. If the PMC fails to ensure procuring itself and through EPCC, the mandatory permissions from the various local authorities within a reasonable time, from the date of receipt approval of sketch scheme plans/instructions from the Bank to do so and renewal of existing permissions from the respective local authorities, before due date.

26.2. In the event the SBI terminates the Contract in whole or in part for the breaches attributable to the PMC, the SBI may engage, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, at the risk and cost of PMC and shall be liable to the SBI

for any increase in cost for such similar Services. However, the PMC shall continue to provide all their professional services to the extent same are not terminated as per agreement

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

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

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

27. **Force Majeure**

27.1. Neither PMC 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.

27.2. 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.

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

27.4. 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.

28. **Termination for Insolvency**

The SBI may, at any time, terminate the Contract by giving written notice to the PMC, if the PMC becomes Bankrupt or insolvent or any application for Bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the PMC, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the SBI.

29. **Termination for Convenience**

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

30. **Governing Language**

The governing language shall be English.

31. **Taxes and Duties**

31.1. The PMC shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the Price Bid by the PMC shall include all such taxes, levies, etc. (excluding GST) in the approved professional Fee.

31.2. Price Bid quoted should be inclusive of all Central, State Government & Local bodies - taxes, duties and levies but exclusive of GST.

31.3. Fee payable to the PMC as stated in the Agreement shall be firm and not subject to adjustment during execution of the Project, irrespective of reasons whatsoever, including exchange rate fluctuations etc.

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

32. **Tax deduction at Source**

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

32.2. The PMC's 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 PMCs shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

33. **Notices**

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

34. **Transition Plan**

In the event of failure of the PMC to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the SBI at its sole discretion may make alternate arrangement for getting the Services contracted with another PMC. In such case, the SBI shall give prior notice to the existing PMC.

The existing PMC shall continue to provide services as per the terms of Contract until a New PMC completely takes over the work. During the transition phase, the existing PMC shall render

all reasonable assistance to the new PMC within such period prescribed by the SBI, for ensuring smooth switch over and continuity of Professional Services.

35. **Compliance with Laws**

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

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

36. **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.

37. **Law and Place of Jurisdiction**

This contract is subject to Indian Law. The place of performance and jurisdiction is at Navi Mumbai.

38. All documents accompanying the proposal shall be in the English Language and strictly on the forms provided in Technical & Financial Bids. No supporting document or printed literature shall be submitted with the Proposal unless specifically sought for and in case these documents are in another language, they must be accompanied by an accurate and authentic translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall govern.

39. **Conflict of Interest: Bank** requires that the selected Bidder (the PMC Consultant) provide professional, objective and impartial advice and at all times, hold Bank interest paramount, avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work with Bank.

On-line submission of Proposal implies that Applicant has read RFP's terms & conditions and other contract documents of the Proposal as well as the conditions of the RFP and has made himself aware of the same as also about the condition and other factors having bearing on the execution of the order.

"In case of difference of opinion or dispute regarding the interpretation of terms & conditions as enumerated in the RFP & its Corrigenda, then the interpretation of any of such terms & conditions by an Officer of the rank of Dy. General Manager (F & OA) / DGM (Civil) from the F & OA Dept., / Civil Dept., GITC, CBD Belapur, shall be final and binding on the Bidder".

40. **Role of the PMC :**

The PMC will be responsible for overall monitoring and progress of the project and its timely completion and shall execute following services for the Bank :

(i) To define the scope of works of EPC contractor.

(ii) Assisting Bank in carrying out soil investigation of site through specialized agencies.

(iii) Working out requirements based on Bank's needs and norms.

(iv) Preparation of preliminary /conceptual architectural designs and drawings of the project which will work as baseline for the contractor to develop detailed architectural drawings based on the banks requirements and local municipal norms, regulatory requirements, Block estimate based on CPWD PAR as well as market rates for items which are not available in CPWD PAR, item-wise specifications, make of materials etc.

(v) Pre-qualification process, preparation of eligibility criteria, design basis and tender documents for selection of EPC contractor.

(vi) Review the detailed design prepared by the EPC contractor to ensure it meets the tender specifications, regulatory requirements and applicable quality standards.

(vii) Vetting & Validation of the structural, architectural and MEP (mechanical, electrical, plumbing) designs ensuring the constructability and value engineering. The structural stability certificate for the structures, submitted by the EPCC, must be vetted & certified by the PMC over and above the EPCC.

(viii) PMC shall ensure that the Contractor's designs align with the technical specifications and Bank's requirements as outlined in the tender.

(ix) Recommend necessary modifications in consultation with the user department and concerned project engineer from the Bank, within a defined timeframe.

(x) Daily supervision at site, maintain registers, submitting & certifying progress reports and test reports, verification & confirmation of drawings. The test reports shall be duly certified by the PMC, with due diligence.

(xi) Taking measurements jointly with the EPC Contractor and submitting recommendation of running and final bills etc.

(xii) Give timely decisions on the project and advise Bank on extra / deviated / likely deviations in the project and giving recommendations and rate analysis on the same.

(xiii) All other related matters with the commencement and completion of the project till handing over the project to the Bank including recommendation of final bill.

(xiv) Assisting Bank in any Arbitration / court proceedings initiated by the EPC Contractor during the course of executing work or after its completion.

PMC shall assist the Bank in any arbitration, court proceedings initiated by the EPC Contractor and/ or any third party, stakeholder during the execution of the work and/or after its completion. The PMC shall provide necessary support in resolution, documentation, preparation

of arguments, and proceedings related to technical, legal, EHS, techno-legal, labour, civil, and commercial aspects of the project, including regulatory & statutory aspects and shall deploy its best resources to help resolve such matters successfully in the Bank's favour.

(xv) Validate the overall project schedule submitted by the EPC contractor.

(xvi) Develop a detailed project management plan including risk assessment and mitigation strategies.

(xvii) Issuing LOI and work order to the selected EPC Contractor.

(The applicant may visit the GITC, SBI office for referring the related Bank guidelines, if required, after intimation on email and upto last date of RFP submission.)

40.1 In addition to the above, following features too are within the duties & responsibilities of the PMC :

(i) The soil investigation of the plot shall be carried out by the Bank through PMC and report should be obtained. The PMC has to prepare the RFP for the Soil Investigation works and has to do vetting of its report.

(ii) Payments to the Contractor and PMC shall be stage-wise based on the progress of the project.

(iii) Completion and handing over of project along with submission of as built drawings, all approvals and NOCs, site registers, material test reports, design basis reports etc.

(iv) Assuming full responsibility for supervision by the qualified engineers and proper execution of all works as defined in the RFP and the terms & conditions of agreement.

(v) No ancient monument shall be demolished or any religious edifice be destroyed, if found, while executing the work without formal concurrence of the DGM (F & OA) / DGM (Premises). The department of archaeology shall be consulted wherever necessary.

(vi) Before start of the work, the spot levels / reduced levels of the plot shall be taken jointly by the contractor and the Bank's Site Engineer/PMC at 3 meter intervals or at closer intervals as required and plotted on tracing sheets. The levels and drawings shall be signed by the contractor or his authorized representative and PMC and copy of such drawings shall be sent to the Bank for record.

(vii) As far as possible, the existing trees in the plot shall not be cut. However, if any of the trees which are coming in the way of the layout of the building shall be identified and the same shall be trimmed / transplanted /cut after obtaining necessary permission from local authority well in advance to avoid delay in commencement of work.

The PMC has to monitor, supervise, ensure, confirm and certify its implementation and compliance through the EPCC, in all aspects such as architecturally, legally, environmentally, etc.

The follow up and all communications related to such events, its compliance and its closure shall

be the responsibility of PMC during the entire project lifecycle.

(viii) Taking timely action for revalidation of sanction for construction from local authorities, especially NOC from AAI.

(ix) Rendering any other services connected with works usually and normally rendered by the PMC but not referred to herein above.

(x) In general, the PMC shall remain fully responsible for monitoring, supervising, coordinating, and ensuring effective implementation and compliance of the same through the EPC Contractor (EPCC). The PMC shall undertake all necessary follow-up actions, coordination with concerned agencies, documentation, and communications in relation to such matters.

The PMC shall verify and certify proper implementation and compliance, monitor progress, and ensure timely resolution and closure of such matters throughout the entire duration of the Project.

Notwithstanding that the execution of such activities may be carried out by the EPC Contractor or other agencies, the overall responsibility for coordination, monitoring, verification, certification and reporting to the Bank shall continue to rest with the PMC.

40.**2** **Durability of Structures to be Assured by the EPC Builder and Verified by the PMC :**

Further the PMC has to ensure that following Parameters are incorporated in the design, specification in the RFP for the EPC, for the building construction and the Project :

(i) The PMC has to ensure through the EPCC that the structure of buildings constructed for the tenements are durable and shall last for the minimum period of 60 – 90 years or as per design period of the structure. The strength as well as durability shall be considered explicitly at design stage.

(ii) The structure shall be designed for loads and stresses as mentioned in IS 456 - 2000 as per provision of OCR and all other relevant codes, guidelines, statutory norms and their latest versions, as required for the project. The RCC designed of buildings shall be based on consideration of earthquake forces as per prevailing relevant IS and seismic coefficient (plus one higher) shall be assumed for calculation of earthquake forces as prevailing relevant IS codes. The importance factor of the buildings shall be considered as per prevailing codes. There is danger in case of collapse to the lives of the people as the proposed structures are meant for residential/ commercial use. The EPCC shall therefore be more cautious in design and execution of the work.

(iii) For any type of foundation required for buildings in case, the soil and the sub-soil water at the site has high sulphate and chloride content. The EPCC shall have to take utmost precautions to obtain a dense, concrete of low permeability.

(iv) In observing the design controls, various codes of practice and design guides, which give recommendations on durability, shall be followed. The minimum cement content, water cement ratio, minimum grade of concrete, minimum cover to reinforcement for exposure conditions of environment in the city and suburbs and surrounding region shall be strictly followed.

41. Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

(i) made a complete and careful examination of the RFP;

(ii) received all relevant information requested from the Bank;

(iii) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Bank or relating to any of the matters referred to above;

(iv) satisfied itself about all matters, things and information, including matters referred to herein the RFP, necessary and required for submitting an informed Application and performance of all of its obligations thereunder and hereafter;

(v) acknowledged that it does not have a Conflict of Interest; and agreed to be bound by the undertaking provided by it under and in terms hereof.

(vi) The Bank shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Bank.

42. Right to reject any or all Proposals

(i) Notwithstanding anything contained in this RFP, the Bank reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

(ii) Without prejudice to the generality of Clause (i) above, the Bank reserves the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or discovered, or

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Bank for evaluation of the Proposal.

(iii) Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. The Bank reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit, in & as the sole discretion of the Bank, including annulment of the Selection Process.

43. Format and signing of Proposal

(i) The Applicant shall provide all the information sought under this RFP. The Bank would evaluate only those Proposals that are received in the specified forms and complete in all respects.

(ii) The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, preferably in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.

(iii) The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

(a) by the proprietor, in case of a proprietary firm; or

(b) by a partner, in case of a partnership firm and/or a limited liability partnership; or

(c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public shall **accompany the Proposal.**

(iv) Applicants should note the Proposal Due Date, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Bank, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in the RFP.

(v) Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Bank reserves the right to seek clarifications under and in accordance with the provisions as mentioned below.

44. Clarifications

(i) To facilitate evaluation of Proposals, the Bank may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Bank for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

(ii) If an Applicant does not provide clarifications sought under Clause (i) above within the specified time, its Proposal shall be liable to be rejected. Otherwise, the Bank may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Bank.

44.1 **Seeking of Shortfall / Confirmatory Documents :**

After evaluation of the bids, if considered necessary, the Bank may seek shortfall and/or confirmatory documents from the bidders for the purpose of clarification or confirmation of the information already submitted in the bid.

Any request for such documents by the Bank and the bidder's response thereto shall be made only in writing or email or any other mode specified by the Bank.

No modification, alteration, or revision of the bid shall be permitted after the bid submission deadline. Bidders shall not submit any additional document or information unless specifically

sought by the Bank. Any unsolicited document or information submitted by a bidder shall neither be considered nor form part of the bid evaluation.

Shortfall/confirmatory documents shall be sought only in respect of historical documents that were in existence on or before the bid submission deadline and whose contents have remained unchanged thereafter. Such documents may include statutory registrations, certificates, licenses, tax registrations, or similar records that existed prior to bid submission but were inadvertently omitted from the bid.

Regarding qualification criteria, only documents supporting or confirming the eligibility evidence already submitted by the bidder may be sought. Such documents shall not be permitted to introduce a new credential or any other eligibility evidence that was not available or not relied upon at the time of bid submission.

45. Penalty Matrix for PMC – Faults, Failures, Deficiencies & Misdemeanors:

45.1 Below is a comprehensive penalty & fine framework for Project Management Consultants (PMC), covering faults, failures, delays, and performance deficiencies.

i) Penalties for Non-Deployment of Key Personnel :

Fault / Deficiency	Penalty
Failure to deploy any Key Personnel for more than 3 consecutive days	₹ 500/- per person per day
Replacement of Key Personnel without prior approval	₹ 2,000 per instance
Deployment of personnel with qualifications/experience lower than RFP requirement	₹ 3,000 per instance + removal & immediate new deployment.

ii) Penalties for Delay in Reports :

Deliverable Delayed	Penalty
Delay in Baseline Schedule v/s Revised Schedule submission (Quarterly submission)	₹ 2,000 per week

iii) Penalties for Deficiencies in Monitoring & Supervision :

Deficiency	Penalty
Failure to ensure safety compliance leading to major accident	₹ 1,00,000 per incident + compensation + bearing legal expenses.
Failure to ensure safety compliance leading to minor accident	₹ 5,000 per incident + compensation + bearing legal expenses.
Failure to verify measurements leading to financial discrepancy	₹ 5,000 penalty + corrections.

iv) Penalties for Documentation & Reporting Lapses :

Lapse	Penalty
Incomplete or inaccurate documentation of site records	₹ 2,000 per instance
Failure to update Quality Register / Test Reports	₹ 2,000 per instance

v) Penalties for Statutory & Regulatory Non-Compliance :

Any statutory obligations if not met as per the statutory, regulatory - approvals, guidelines, notifications compliance, within the time frame, as the case may be, PMC can be penalized in each case and each instance, and the extent of damages assessed/determined at the discretion of the Bank, including fines/penalties as imposed on the Bank.

Non-Compliance	Penalty
Failure to ensure statutory, regulatory - approvals, guidelines, notifications, compliance, within the defined timeline	₹ 3,000 per incident.
Failure to maintain laws / labour codes compliance records, compliances of notices, new labour codes related matter, etc.	₹ 5,000 per incident
Any penalty levied on Client due to PMC negligence / follow up	100% pass-through + ₹5,000 per incident

vi) Penalties for Quality & Technical Failures :

Technical Failure	Penalty
Missing technical review of drawings leading to rework	₹10,000 per incident
Failure to conduct timely tests (cube tests, material tests, NDT, soil tests, field tests, lab tests, etc.)	₹ 2,000 per test

vii) Penalties for Delay in Design & Authority Coordination

Failure	Penalty
Delay in preparation of drawings required for authority submission	₹5,000 per week

viii) Penalties Related to Progress & Time Management :

Failure	Penalty
Failure to highlight critical delays to Client	₹2,000 per incident
Inaccurate progress reporting	₹2,000 per instance

ix) Penalties for Breach of Confidentiality / IP Clauses :

Breach	Penalty
Unauthorized sharing of project information	₹1,00,000 per incident + legal action
Non-handover of Project Materials, files, documents or data at closure	₹50,000 per week
Retaining or withholding project data, documents even after termination	₹1,00,000 per week

45.2 Penalty will be also be levied for the following, which is not exhaustive.

S.No.	Description	Penalty
a	Damage to Bank's assets or equipment's etc., caused by the PMC's staff	Cost of assets will be levied as penalty + ₹ 10,000 per incident.
b	Misbehaviour like quarrelling, abusing etc., between the staff employed by the PMC agency, causing disturbance in the premises.	₹ 2000/- per incident with removal of staff & its replacement.
c	Misbehaviour like arguing, quarrelling, abusing etc., with the Bank's staff, causing disturbance in work and the premises.	₹ 5000/- per incident with removal of staff & its replacement.
d	PMC Personnel / Staff not reporting on time and/or without I-card.	₹ 500/- per person per incident.
e	If the PMC fails to comply with the instructions, orders assigned to him/their employee, within seven working days. (to correct it within seven working days, and if not, to re-penalise daily from 8th day, till it is corrected).	₹ 3000/- per incident.

45.3 **Penalty Implementation Framework :**

i) Penalty Notice Procedure

a) Written Notice: PMC receives written notice of violation.
b) Response Period: PMC has 7 days to respond with explanation/rectification plan.
c) Review: Client reviews response.
d) Deduction: Penalty deducted from next monthly payment or performance guarantee

ii) Appeals Process

a) PMC can appeal penalty within 7 days of deduction.
b) Independent review by nominated authority of the Bank.
c) Decision final within 30 days

iii) Performance Guarantee :

a) Penalties can be invoked against this guarantee.

45.4 Penalties Not Applicable For:

i) Force Majeure
ii) Acts of God (earthquake, floods, pandemic)
iii) Client-caused delays (written approval required)
iv) Design, specification changes are required due to statutory, regulatory requirement, compliances; and/or due to any unforeseen situation at site.
v) Non-availability of approvals despite timely application by PMC and/or EPCC.
vi) Documentation Required: All exemption claims must be submitted within 7 days with supporting evidence.

45.5 Relevant Points :

i) Penalties are in addition to any rectification and/or correction costs.
ii) Penalties do not limit Bank's right to claim actual damages.
iii) Multiple penalties can apply to a single incident if it violates multiple clauses.
iv) GST applicable on penalties as per prevailing tax laws.

45.6 On the basis of penalty matrix mentioned above, the PMC may incorporate mapping Matrices while designing the RFP for EPC works.

46. PMC Liability, Indemnity & Responsibility for Design, Regulatory & Site Operations and Methods of Construction :

46.1. Full Responsibility for Design, Regulatory & Site Operations
1.1 The PMC shall take full and unrestricted responsibility for the adequacy, stability, safety, and suitability of all Design Works, Regulatory & Statutory Compliances and Site operations, construction methodologies, execution procedures, temporary works, supervision systems, and all other means adopted for performance of the Services and Works.

46.2. Non-Delegable Responsibility
2.1 The PMC shall be solely liable for all Services and Works under this Contract, irrespective of any approvals, instructions, comments, or certifications issued by the Bank or its Engineer.
2.2 Under no circumstances shall any such approval be construed as a transfer of responsibility, dilution of risk, or waiver of the PMC’s obligations.

46.3. Ultimate Liability for Quality and Safety
3.1 The PMC shall be fully liable for the quality of work, compliance with approved specifications and standards, and safety of all personnel, equipment, and adjoining property.
3.2 The PMC shall remain responsible for all acts, omissions, defaults and negligence of its subcontractors, consultants, vendors, field experts, or any other agency engaged by it.

46.4. Liability for Defects and Failures
4.1 The PMC shall remain liable for all defects, deficiencies, non-conformities, and failures — whether latent or patent — that may arise at any stage of execution or after completion.
4.2 Such liability shall continue even if the work was inspected, certified, or approved earlier by the Bank.

46.5. Indemnity

5.1 The PMC shall, at its own cost, defend, indemnify and hold harmless the Bank, its officers, employees, and representatives from and against any and all losses, damages, claims, demands, penalties, proceedings, suits, liabilities, judgments, costs, and expenses (including legal fees) arising out of or resulting from:
a) Defects, failures, or deficiencies in Works or Services,
b) Injury to persons, accident or damage to property.
c) Breach of statutory, regulatory, or safety obligations,
d) Negligence, misconduct, or non-performance by the PMC or its personnel, contractors, or consultants.

5.2 This indemnity obligation shall survive the completion, expiry, and/or termination of the Contract.

46.6. Liquidated Damages & Penalties :

6.1 In the event of failure, defect, unsafe condition, or violation of safety standards attributable to the PMC, the Bank shall have the right to impose damages as per Clause 45 above, without prejudice to other remedies.

6.2 PMC to bear all expenses, fines, penalties, damages, claims, LD, legal expenses, procedure cost, medical expenses, etc. as claimed by the affected parties and / or as decided by the authorities.

46.7. Bank's Right of Recovery :

7.1 Any cost, expense, damage, penalty, compensation, or statutory payout incurred by the Bank due to acts or omissions of the PMC shall be recoverable:
a) By direct deduction from pending invoices,
b) By invoking Performance Security,
c) As a debt recoverable under law.

7.2 The Bank shall not be required to prove actual loss for recovery of liquidated damages.

46.8. Reliance on PMC Expertise :

8.1 The Bank shall be entitled to rely fully on the professional skill, due diligence, and technical judgment of the PMC and nothing in this Contract shall relieve the PMC of its absolute responsibility and accountability for the completeness, safety, and quality of the Works.

47. Implement, Monitor & Audit of the Safety Measures:

The PMC shall, throughout the planning, designing, execution and completion of the Project and the remedying of any defects therein - Implement, Monitor & Audit the Safety measures in the Project and construction work, which is of prime importance for the said project and is one of the key responsibilities of the PMC. The scope of work of the PMC so engaged shall be as under:

47.1 Safety Audit and Implementation of Safety Measures:

The PMC shall conduct periodic/quarterly safety audit of the project site through their own sufficient number of technically qualified and experienced staff (safety officers and steward) or from the appropriate authorities / statutory bodies to ensure that:

i) all safety measures/ safety rules are implemented and followed at site.

ii) all Personal Protective Equipment (PPE) provided to workers as required under any of the provisions of the Act or the Rules conform to the relevant Indian Standards and to advise all Site Engineers/ Section-In-Charges/ Supervisors to ensure proper use of such PPEs by workers at site.

iii) a safe working environment is provided to all workers and supervisory staffs.

iv) use of various material, equipment's / tools & tackles, storage of various materials, provision of lighting & barricading etc. is done in terms of safety.

v) at each and every level of the project safety has been kept in mind as an integral part of the activities.

vi) Keeping the site incident free, without any damage to health, property and environment.

vii) Proper housekeeping is maintained at site as the housekeeping is directly connected with safety.

viii) Feedback for successful performance is to be developed and is to be submitted to their Top Management and to the Bank on Quarterly basis.

47.2 Training :

To increase the safety consciousness of the workforce and the supervisory staffs, periodic training and motivation towards safe practices are to be conducted by the PMC. The training should of visual i.e. through videos & physical i.e. mock drills etc. The agency will conduct mock drills also.

47.3 Documentation & Record Keeping :

i) Check / update / correct and incorporate standard operation procedures in Safety Manual submitted by them for the Project, preferably as per Government Guidelines/ rules & regulations, Bank's Safety Code, etc.

ii) The agency shall prepare periodic reports of each site visits, training & mock drill and according instructions are to be issued to EPCC subsequently.

47.4 The PMC shall liaison with law enforcing bodies, statutory bodies, media / press or any other bodies concerned in case of any untoward incidents. Any statutory payments, legal expenses, penalties, etc. shall be paid by the EPCC.

47.5. The PMC shall engage and deploy the qualified and sufficient number of manpower to implement, supervise, monitor, rectify, and audit all the safety measures and Workman Safety provisions as per government safety guidelines, Bank's Safety Code, CPWD guidelines, labour laws.

47.6. The duties of PMC shall further include the following: -

a) Plan and organize measures necessary for creating a safe working environment for all workmen engaged at site and to prevent any kind of personal injuries and damage to property;

b) To advise on safety aspects in all job studies, and to carry out detailed job safety studies of selected jobs and to formulate Job Hazard Analysis Report and Safety Manual during initial mobilization stage of the project.

c) Prepare action proposed to be taken to prevent personal injuries and damage to property.

d) Conduct site safety inspections, in order to observe the physical conditions of work and the work practices and procedures followed by workers and to render advice and implement measures to be adopted for removing the unsafe physical conditions and preventing unsafe actions by workers and to ensure that the same will be implemented at site. To prepare & submit visit report to their Top Management and the Bank, on quarterly basis.

e) To report and investigate accidents and near-misses and to recommend the preventive measures so as to ensure non-occurrence of such cases and to ensure complete safety in future.

f) To maintain such records as are necessary relating to accidents, dangerous occurrences and industrial diseases.

g) To organise in association with the concerned departments, campaigns, competitions, contests and other activities which will create awareness and will develop and maintain the interest of the workers in establishing and maintaining safe conditions of work and procedures.

h) To design and conduct suitable training and educational programme for the prevention of personal injuries.

i) Visit to workman camps and monitoring & ensuring the total hygienic conditions are provided for workman.

j) PMC will have full regard to the safety of all persons entitled to be upon the Site, and keep the Site in an orderly state appropriate to the avoidance of danger to such persons.

k) PMC to ensure effective enforcement of the rules and regulations relating to safety precautions. Notwithstanding to any provisions, the PMC is not exempted from the operation of any Act or Rule in force for all EHS (environment, Health & Safety) related activities, works and its requirements & compliances.

47.7. Safety Awards, Recognition and Incentive Program :

i) Mandatory Safety Recognition Initiative : The PMC shall design, implement, and administer a structured Safety Awards and Recognition Program for all Site personnel, workers, supervisors, and contractors engaged in the Project, with the objective of promoting a proactive safety culture, reducing incidents, and encouraging continuous safe work practices. Few examples of such recognition are as mentioned below:

a) Spot Awards for Safety : (monthly)

- Supervisors or designated HSE personnel shall have the authority to grant immediate on-the-spot recognition (e.g., gift vouchers, small tokens, certificates) to individuals demonstrating exemplary safety behavior.
- Such recognition shall be recorded and reported as part of monthly safety submissions.

b) Team-Based Incentives : (quarterly)

- The PMC shall establish team-level rewards linked to group safety performance.
- Examples include quarterly acknowledgments, team lunches, or performance bonuses for achieving zero-incident performance, 100% safety training compliance, or adherence to site safety norms.

c) Safety Milestone Program : (milestone)

- The PMC shall reward individuals or teams upon achieving defined safety milestones such as 100, 200, 300 accident-free days, or annual safety performance targets.
- Recognition may include financial incentives, special awards, certificates, or approved time-off benefits, as appropriate.
-

ii) The PMC shall formally incorporate the above program into its Project Safety Management Plan / HSE Policy. All expenses related to awards, recognition, celebrations, incentives, and administration of this program shall be borne solely by the PMC and shall be deemed included within the Contract Price.

iii) The Bank reserves the right to review and approve the structure of the program.

47.8 Safety and Incentive Award from the Bank:

1.1 Objective:

The Bank aims to promote and ensure the highest standards of safety for all project stakeholders. To this end, the bank will reward the PMC for achieving significant safety milestones.

1.2 Eligibility and calculation

i) Safety reward: A bonus of 0.01% of the total contract fee will be awarded to the PMC for every block of 200 continuous accident-free days.

ii) Definitions: For this clause, an "accident-free day" is defined as any calendar day during the project's execution where no reportable accidents or injuries occur on the project site.

iii) Documentation: The PMC must submit a detailed monthly safety report, including the number of man-hours worked, any near misses, and an incident log, certified by the project's designated Safety Officer and Project Manager.

1.3 Accident and reset conditions

i) Reporting: The PMC is obligated to report all accidents and incidents, including near misses, to the project owner within 24 hours of occurrence. Failure to report an incident may result in disqualification from the incentive program.

ii) Reward reset: In the event of a reportable accident or injury, the count of continuous accident-free days will be reset to zero. The new 200-day cycle will begin the day after the accident, provided there are no further incidents.

iii) Serious accidents: The occurrence of any serious accident (e.g., fatality, permanent disability, or hospitalization exceeding 24 hours) will permanently disqualify the PMC from receiving any further safety awards under this incentive program for the remainder of the project.

1.4 Reward disbursement

i) Payment: Once a milestone of 200 accident-free days has been verified and confirmed by the Bank, the corresponding reward will be processed and disbursed with the next scheduled payment to the PMC.

ii) Final award: The final potential award will be calculated based on the number of continuous accident-free days accumulated after the last awarded 200-day cycle, up to the project's completion date. The amount will be prorated accordingly.

1.5 Exclusions

i) This incentive is separate from and does not affect any penalties or liabilities imposed on the PMC under the contract or by law for accidents or safety non-compliance.

ii) This award is an incentive for exceptional safety performance and does not replace the PMC's fundamental obligation to comply with all applicable safety laws, including the Occupational Safety, Health and Working Conditions Code, 2020.

1.6 Award for proactive safety measures

i) In addition to the incentive for accident-free days, the Bank may consider a separate reward program for proactive safety behaviors.

ii) The terms of any such proactive award will be detailed in a separate annexure to the contract or at a later date, at the Bank's discretion.

47.9 The PMC shall remain fully responsible for monitoring, supervising, coordinating, and ensuring effective implementation and compliance of the same through the EPC Contractor (EPCC). The PMC shall undertake all necessary follow-up actions, coordination with concerned agencies, documentation, and communications in relation to such matters.

The PMC shall verify and certify proper implementation and compliance, monitor progress, and ensure timely resolution and closure of such matters throughout the entire duration of the Project.

The overall responsibility for coordination, monitoring, verification, certification and reporting to the Bank shall continue to rest with the PMC even if the same is executed by the EPCC.

48. **New Labour Codes :**

The PMC shall be responsible for monitoring, supervising, coordinating, and ensuring effective implementation and compliance of all the applicable labour and employment

laws as well as other Laws, rules and regulations, notifications and amendments thereunder, in relation to the Project, through the EPCC.

Although EPCC to ensure full and continuous implementation & compliance with respect to it and shall undertake all necessary follow-up actions, coordination with concerned agencies, documentation, and communications in relation to such matters.

The PMC shall verify and certify proper implementation and compliance, monitor progress, and ensure timely resolution and closure of such matters throughout the entire duration of the Project.

Notwithstanding that the execution of such activities may be carried out by the EPC Contractor or other agencies, the overall responsibility for coordination, monitoring, verification, certification and reporting to the Bank shall continue to rest with the PMC.

PMC shall indemnify, defend and hold harmless the Bank, its directors, officers and employees from and against all losses, damages, penalties, fines, costs, expenses and liabilities (including costs of investigation and reasonable legal fees) arising out of or in connection with:

(a) any non-compliance or alleged non-compliance by PMC and/or EPCC or its consultants with the aforesaid labour laws;

(b) any claim, demand, notice or proceeding by any government authority or worker in relation to such non-compliance; and

(c) any amounts that the Bank is required to pay, or actions the Bank is required to take, as principal employer or otherwise, on account of such non-compliance.

Without prejudice to the generality of the foregoing, this clause shall apply along with, and in addition to, all other applicable laws and all statutory and regulatory compliances relating to erstwhile labour legislations (to the extent in force), health, safety and environment (HSE) laws, workplace safety, environmental protection and any other similar requirements in force from time to time.

49. All plans, drawings, specifications, designs, detailed measurement estimates, reports and other documents prepared by the PMC in performing the Services shall become and remain the property of the Bank, and the PMC shall, not later than upon termination or expiration of this PMC Contract, deliver all such documents to the Bank, together with a detailed inventory thereof. Bank reserves the right of repetitive use of these designs, drawings, specifications etc. without any financial obligation to the PMC.

50. Copyrights and all proprietary rights of all design, drawings, specifications, software, program, reports, formats, manuals, documents etc. developed and prepared by the PMC for this assignment shall vest with the Bank and shall not use these for any other purpose/assignment without the written permission of Bank. Any deviation to this effect will be dealt with in accordance with law.

51. Rights of other Agencies

Other agencies may also be simultaneously working within and around the locations/areas designated to carry out their Assignments. No extra claim during the tenure of the work will be entertained by Bank for hindrances on account of such interfaces with other/allied agencies.

52. Idle Claim :

No claims from the PMC will be entertained on account of idle work force, non-use of facilities due to stoppage of work, unprecedented rain, storm or due to regulatory / statutory delays or any other unforeseen circumstances.

53. Fairness & Good Faith

53.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

53.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly between them, and without detriment to the interest of Project.

54. The project execution, construction will be happening inside the campus which is protected by the compound wall. Entries and exits are regulated by security. All the construction workers including PMC employees should produce police clearance and an ID card issued by PMC. Security/project department of the Bank will randomly check the police clearance and if anyone employed without a clearance will be debarred from entry.

55. The PMC to ensure through the EPCC, to make arrangement for electric power supply and water supply for the site office /PMCO of the PMC, Bank and shall maintain it throughout the currency of the contract.

56. The PMC to ensure through the EPCC, for the instruments, equipment, etc. for various tests as weighing scale, material testing, field test, lab test, etc. at the site, as may be necessary for execution of the Contract.

However, the work on account of its unavailability should not hamper or lead to delay and the PMC need to arrange it themselves.

The measuring instruments, surveying instruments and its accessories shall be the responsibility of the PMC only.

57. Bank's Right to Verify PMC's Performance and/or Inspection by CVC, CTE, Bank, Statutory, Regulatory Authorities:

57.1 The Bank, its Management, senior officers of department, QA unit or any other third party may inspect and review the progress and quality of the work and issue appropriate directions to the PMC for taking remedial action in the event the work is not in accordance with the provisions of this RFP. The work may be inspected at any time/stage by external inspection teams like CVC, CTE, Third Party Quality assurance agency, NABL accredited testing labs., government agencies, etc., who may conduct inspection of the quality of the works.

57.2 Further the Bank, may at its discretion :

i) The Bank may, at its sole discretion audit and verify the Project Management Consultant's (PMC) performance, work, adherence to standards including processes, methodologies, and professional judgment, during project execution. Such audit & verification may include inquiring into, checking, testing, and verifying the PMC's work.

ii) Bank may at its discretion, independently check, audit the works of the PMC and its adherence to agreed standards, beyond the PMC's own reporting.

iii) The Bank may appoint an independent third party / external agency (e.g., another consulting firm, or institute or government body or engineer, or auditor) to conduct such verification who shall inspect and review the progress and quality of the work and issue appropriate directions to the PMC for taking remedial action in the event the work is not in accordance with the provisions of this RFP. The PMC shall fully cooperate with the third party, providing all necessary drawings, DBR, documents, reports, materials, support, and actively assist for a comprehensive review. Non-cooperation would be a major contract breach.

iv) The fees towards the same shall be borne by the Bank.

57.3 Rectification Based on Third-Party Observations

Any rectification, correction, modification, updation, improvement, or refinement in the scope of services, processes, methodology, planning, coordination, sequencing, decision-making, designs, drawings, reports, documents, or any other deliverables of the Project, arising out of or pursuant to observations, comments, directions, recommendations, or advice of any third party engaged by the Employer/Bank (including but not limited to statutory authorities, consulting firm, or institute or government body, Independent Engineer, Auditor, Proof Consultant, or any other expert) or CVC, CTE, any statutory and/or regulatory authority, shall be carried out by the PMC at its own cost and responsibility, without any additional financial implication to the Bank and without any entitlement to extra payment, claim, or compensation of any nature whatsoever.

Such rectification, correction, modification, updation, improvement, or refinement in the scope of services, processes, methodology, planning, coordination, sequencing, decision-making, designs, drawings, reports, documents, or any other deliverables of the Project, shall not be construed as a change in scope or variation and shall not entitle the PMC to any extension of time, unless the Bank, in writing, expressly determines that the said rectification has arisen solely due to a change in scope initiated by the Bank.

57.4 Bank shall provide the PMC with a copy of the third party's verification report, findings of the inspections and the PMC shall have the right to submit a response and to take up remedial action. Suitable actions shall be taken as per the provisions contained in the relevant clauses of the RFP, if the work is not found to be as per specifications or quality as specified in the RFP.

58. Sufficiency of Tender :

The PMC shall be deemed to have satisfied themselves before tendering as to the correctness and sufficiency of his tender for the works and of the fee quoted in the Price Bid, which shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Project.

59. Finality of Bank’s Decision :

The decision of the Bank in respect of the interpretation of this RFP, its terms and conditions, Contract documents, architectural planning, specifications, standards, project planning, its

execution, quality, quantity, sequencing, EPC contract, works, and any matter arising out of or in connection therewith, shall be final, conclusive, and binding on the PMC for the purposes of execution and implementation of the Project.

The PMC shall comply with and give effect to such decision forthwith, notwithstanding the existence of any dispute or difference, and shall not withhold, delay, or suspend performance of its obligations on this account.

However, nothing contained herein shall prejudice the PMC's right, if any, to seek resolution of disputes strictly in accordance with the Settlement of Disputes and Arbitration provisions of the Contract, provided that no claim for additional payment, compensation, or extension of time shall be admissible unless and until the same is upheld in accordance with the said provisions.

Signed as token of acceptance
Date:

Place:

---------- *(End of this Section)* ----------

Sign & Stamp of PMC's Authorized Signatory/Applicant

7. SCOPE OF WORK AND SERVICES OF PMC (SWS)

1. ***Role of Project Management Consultant (PMC) :***

1.1 The Project Management Consultant (PMC) shall act on behalf of the Bank, to plan, design, supervise, monitor, coordinate, and manage the execution of the Project and EPC contract and all other project stakeholders, statutory authorities, from inception to final handover, ensuring compliance with agreed scope, statutory requirements, sustainability/green development, complying CVC & CTE guidelines and ensuring cost-effective within budget, safe, and quality-driven delivery of the project cost while coordinating with multiple stakeholders.

1.2 A Project Management Consultancy (PMC) firm plays a pivotal role as Bank's advisor and overseer in large-scale, mixed-use developments like this brownfield project. This involves redeveloping an existing 25 acres site into residential towers (with amenities like pools, gyms, green spaces, etc.), basements, and parking, plus commercial tower.

1.3 The PMC will manage the project from the **pre-construction stage, construction works through handover and post-construction defect liability period**, ensuring alignment with the client's strategic, functional, sustainability and operational goals.

1.4 SBI intends to commence and complete the works in all respects viz. ready for occupation within a maximum time period of 54 **months** from the date of work order to the selected EPC contractor. This period is inclusive of availing all required NOCs, permissions, connections & supply of services and Occupation Certificate of all the buildings, structures, as required for occupation of the buildings and put them into use.

1.5 The proposed PMC shall undertake all activities necessary for obtaining, or causing to be obtained through the EPCC where applicable, all statutory, regulatory and departmental approvals, permissions, No Objection Certificates (NOCs), licences, clearances and sanctions required for the Project from NMMC, CIDCO, Town & Country Planning Authorities, Fire Brigade Department, Electrical Inspectorate/Licensing Authorities, Lift/Elevator Inspectorate, Airports Authority of India (AAI), MoEF & EC, MPCB, SEIAA/SEAC, NGT and all other Central, State, Local, Regulatory and Statutory Authorities, as applicable. The PMC shall obtain all approvals up to and including the Notice of Building Permission (NBP)/Intimation of Disapproval (IOD), Master Plan Approval and Plinth Level Commencement Certificates (CC). Thereafter, the EPCC shall obtain all subsequent Commencement Certificates (CCs), Fire NOCs, Completion Certificate(s), Occupancy Certificate(s) and other statutory approvals under the supervision, review, monitoring and certification of the PMC, within the timelines stipulated under the Contract.

1.6 As provided under Clause 2.1.1 of the Scope of Work and Services (SWS), the PMC shall be responsible for obtaining all statutory, regulatory and departmental approvals, permissions, No Objection Certificates (NOCs), clearances, sanctions, development rights, Notice of Building Permission (NBP)/Intimation of Disapproval (IOD), Master Plan Approval and the Plinth Level Commencement Certificates (CC) required for finalisation of the EPC Tender and commencement of the Project. No additional payment shall be made to the PMC for performing these obligations. However, statutory fees, premiums, and Government charges, levies payable to the competent

authorities shall be borne or reimbursed by the Bank against submission of original receipts/challans and supporting documents, wherever applicable.

1.7 The time is the essence of the contract and the duties of the PMC will be governed by the standard agreement to be executed with SBI by the successful PMC.

1.8 The PMC shall act as the Bank's Project Consultant, Architect, Engineer, Construction Manager, EHS Consultant, Project Managers, etc., (through suitably qualified professionals duly registered wherever registration is mandatory), providing comprehensive end-to-end services covering all stages of the project — from concept formulation to completion, commissioning, and the Defects Liability Period (DLP). The PMC will be responsible for integrating advanced digital technologies, adopting sustainable and green building practices, and ensuring the delivery of a state-of-the-art, environmentally responsible redevelopment project that meets the Bank's vision and standards.

1.9 The PMC must ensure comprehensive technical, project management and statutory due diligence at every stage and in every aspect of the project, ensuring full compliance with applicable codes, standards, CVC/CTE and statutory requirements.

1.10 The PMC shall perform the Services with the degree of skill, care, diligence, competence, prudence and professional judgment reasonably expected from an experienced & professional Project Management Consultant, experienced in projects of similar nature, magnitude and complexity, strictly in accordance with Applicable Laws, National Building Code, applicable CPWD Manuals, applicable BIS Standards, Good Industry Practice, CVC, CTE guidelines, and the Contract Documents.

1.11 Various works, activities, services as mentioned under various clauses of the Agreement (SLA) attached as per Annexure S of this RFP.

2. Duties and Responsibilities of the PMC (Indicative) :

The brief of the scope of work of the PMC is as mentioned below. The list is not exhaustive, but is indicative and shall include all such direct, indirect, incidental or otherwise, the works, processes, compliances, statutory approvals, tests, checks, audits, contractual obligations, site & work supervision & monitoring along with deployment of manpower at site & at Project Management Consultant Office (PMCO), testing, validation, vetting, certifications of designs, drawings, bills, etc. as may be required from any professional & experienced PMC agency for execution & completion of mega project of such scale & type and all such works, services & activities which are not mentioned in the said RFP & are reasonably necessary for successful completion of Project.

2.1 The indicative scope of the PMC services as is summarised in following Phases :

2.1.1 PMC to Arrange and Obtain Statutory NOCs, Permissions, Approvals, Development Rights, Master Plan Approvals and Plinth Level Commencement Certificates (CC), procure various FSI, TDR - from Regulatory, Statutory and Local Authorities.

2.1.2 Pre-Construction Phase

2.1.3 Pre-construction Stage post selection of EPC contractor

2.1.4 Broad Scope of Work during Construction Phase

2.1.5 Post-Construction Phase

2.1.1 PMC to Arrange and Obtain Statutory NOCs, Permissions, Approvals, Development Rights, Master Plan Approvals and Plinth Level Commencement Certificates (CC), Procure Various FSI, TDR - from Regulatory, Statutory and Local Authorities:

The PMC shall be solely responsible for planning, identifying, preparing, processing, liaising, pursuing and obtaining all statutory, regulatory and departmental approvals, permissions, licences, No Objection Certificates (NOCs), development rights, clearances and sanctions required for the planning, design, approval and commencement of the Project from NMMC, CIDCO and all other Central, State and Local Authorities having jurisdiction.

The PMC shall prepare and submit all surveys, investigations, calculations, reports, designs, drawings, applications, statutory submissions and supporting documents, attend meetings and hearings, furnish clarifications, comply with observations, submit revised proposals and undertake all liaison and follow-up actions necessary for obtaining such approvals within the prescribed timelines.

The list of approvals contained in this RFP is indicative and not exhaustive. The PMC shall identify and obtain all additional approvals, permissions, licences, NOCs, clearances and statutory compliances required under applicable laws, regulations, Government notifications or directions issued by any competent authority from time to time, without any additional fee or compensation from the Bank.

Unless otherwise specifically provided in this Contract, statutory fees, premiums, scrutiny charges, Government levies and other statutory payments payable in the name of the Bank shall be borne by the Bank. However, all professional services, liaison, documentation, statutory submissions, coordination, follow-up actions and incidental expenses for obtaining such approvals shall be deemed to be included in the PMC's quoted fee.

The PMC shall remain fully responsible for the correctness of all surveys, investigations, calculations, designs, statutory submissions, engineering, planning, optimisation, development rights, approvals and statutory compliance, and shall indemnify and keep the Bank indemnified against any loss, delay, reduction in development potential, additional statutory liability or regulatory non-compliance arising from any negligence, omission, error or default attributable to the PMC.

i) **Conversion of land Use from Residential to Residential cum Commercial / IT Office usage from CIDCO, or any Statutory Authorities:**

PMC shall undertake the conversion of SBI’s 25 Acres Colony, on Plot No. 1 & 2, Sector-13, Nerul, Navi Mumbai, from a residential land use to a residential-cum-commercial / IT office usage. This may involve works & services with the relevant planning authority, such as CIDCO, following due diligence & processes outlined in the Maharashtra Regional & Town Planning Act, 1966, the Unified

Development Control and Promotion Regulations (UDCPR) or under any law, statutory / regulatory authority as applicable.

ii) Extension, Renewal, Re-Validation of the existing Approval / NOC from Airport Authority of India / Civil Aviation Dept.:

The PMC shall be responsible for carrying out all necessary services & activities with due diligence, for obtaining the renewal, extension, revalidation, or any other required for continuation of the existing No Objection Certificate (NOC) issued by the Airports Authority of India (AAI) / Civil Aviation Department in respect of the permissible building height. The PMC shall ensure that the currently approved top elevation of **91.99 metres Above Mean Sea Level (AMSL)**, as stipulated in the existing NOC issued on **30.01.2020** and valid for a period of **eight (8) years** from the date of issue, remains valid throughout the Project by securing the required renewal, extension, or revalidation well before its expiry or otherwise to obtain a fresh NOC/ permission.

The PMC shall ensure that the renewed/revalidated NOC permits the **full approved height of 91.99 metres AMSL**, thereby enabling the Bank to utilize the maximum permissible FSI/FAR available under the applicable Development Control Regulations and the approvals granted by the Navi Mumbai Municipal Corporation (NMMC).

In addition, the PMC shall make all reasonable efforts, including submission of technical justifications, representations, liaison, meetings, follow-up, and compliance with all requirements of the Airports Authority of India (AAI) and other competent authorities, to obtain approval for an enhanced permissible building height (targeting approximately **120 metres**, or such higher height as may be permissible). The PMC shall support and pursue such enhancement by demonstrating the feasibility of the proposed height, considering the existence of surrounding developments and terrain features of comparable or greater elevations.

iii) **The Ministry of Environment, Forest and Climate Change (MoEF) and / or the State Authority (SEIAA) Clearances / NOC :**

The PMC shall be responsible for planning, preparing, submitting, pursuing, obtaining, revalidating (wherever applicable), and securing all Environmental Clearances (EC), approvals, permissions, No Objection Certificates (NOCs), consents, and other statutory or regulatory approvals required for the Project from all concerned authorities, including but not limited to the Ministry of Environment, Forest and Climate Change (MoEF&CC), the State Expert Appraisal Committee (SEAC), the State Environment Impact Assessment Authority (SEIAA), the Navi Mumbai Municipal Corporation (NMMC), the Maharashtra Pollution Control Board (MPCB), and any other Central, State, or Local Government authority having jurisdiction over the Project.

The PMC shall prepare and submit all requisite applications, studies, reports, drawings, Environmental Impact Assessment (EIA) reports (where applicable), supporting documents, undertakings, presentations, newspaper publications, and any other information, works as required by the concerned authorities. The PMC shall also carry out all liaison, attend meetings and hearings, provide clarifications, respond to observations and queries, submit revised documents, and undertake all follow-up actions necessary for obtaining the required approvals within the stipulated timelines.

The PMC, through the EPCC, shall ensure strict compliance with all conditions, stipulations, directions, and requirements contained in the Environmental Clearance(s), approvals, NOCs, consents, and permissions throughout the Project period. The PMC shall monitor, coordinate, implement, and ensure, through the EPCC, compliance with all statutory, regulatory, environmental, and sustainability requirements applicable to the Project, including submission of periodic compliance reports, monitoring reports, renewals, and any other documentation required by the concerned authorities.

All these works are to be carried out throughout the life cycle of the Project & completed.

iv) **Procurement, Integration and Utilisation of Floor Space Index (FSI), Premium FSI, Ancillary FSI, Transferable Development Rights (TDR), etc.**

The PMC shall be solely responsible for identifying, planning, arranging, processing, obtaining and securing all permissible development rights required for the Project, including Premium FSI, Ancillary FSI, Transferable Development Rights (TDR), Fungible FSI, Incentive FSI and any other permissible FSI/development rights under the applicable DCPR, UDCPR, CIDCO, NMMC, Government notifications and other statutory provisions, including amendments thereto.

The PMC shall prepare all studies, calculations, drawings, applications and statutory submissions, coordinate with NMMC, CIDCO and other authorities, and obtain all approvals, permissions and sanctions required for the procurement, loading, incorporation, utilisation and continued validity of such development rights.

The PMC shall determine, certify and periodically review the optimum quantum, source and timing of FSI/TDR procurement and ensure their timely approval, validation, loading, renewal, substitution (where required) and stage-wise availability to maximise the Bank's development potential, optimise fund utilisation and avoid any delay in statutory approvals or project execution.

The PMC shall incorporate the permissible FSI/TDR into the approved Master Plan and ensure its optimum allocation amongst the residential, commercial and ancillary developments in compliance with statutory requirements and the Bank's approved project requirements.

The actual purchase cost of all FSI, TDR and other statutory charges, premiums, scrutiny fees and Government levies shall be borne by the Bank, based on the PMC's certification and the Bank's approval. Procurement shall be undertaken building-wise, parcel-wise and/or phase-wise, as required by the Project. The PMC shall not be entitled to any additional fee, reimbursement or compensation for performing these obligations.

The PMC shall remain fully responsible throughout the Contract Period for the correctness of FSI/TDR calculations, procurement strategy, statutory compliance, integration and utilisation of all development rights, and shall indemnify and keep the Bank indemnified against any loss, delay, reduction in development potential, additional cost, statutory liability or regulatory non-compliance arising from its negligence, omission, error or default.

v) **HRC Committee Clearance :**

The PMC shall be responsible for obtaining, renewing (wherever applicable), and securing the approval, clearance, and/or No Objection Certificate (NOC) from the High Rise Committee (HRC) for

the Project, including preparation and submission of all requisite drawings, documents, applications, compliances, liaison, meetings and follow-up with the concerned authorities until the required approval is obtained.

vi) **Fire Brigade Dept., NMMC NOC :**

The PMC shall be responsible for obtaining, renewing, extending, and securing all approvals, clearances, and/or No Objection Certificates (NOCs) from the Fire Brigade Department, Navi Mumbai Municipal Corporation (NMMC), Maharashtra Fire Services, and any other competent authority, including preparation and submission of all requisite drawings, documents, applications, compliances, liaison, and follow-up until the required approvals are obtained for the CC.

vii) **Miscellaneous Statutory Approvals, NOCs and Clearances :**

In addition to the statutory and regulatory approvals specifically stipulated elsewhere in this RFP, the PMC shall be solely responsible for identifying, planning, preparing, processing, liaising, pursuing and obtaining all other statutory, regulatory and departmental approvals, permissions, licences, No Objection Certificates (NOCs), clearances, certificates, consents and undertakings required for the redevelopment of the Colony and execution of the Project. These shall include, but not be limited to, Tree Authority NOC, Traffic NOC, structural designs, drawings and structural calculations, infrastructure and utility approvals relating to water supply, sewerage, storm water drainage, electrical infrastructure and allied services, MPCB clearances, affidavits, undertakings, and all approvals necessary for obtaining the Notice of Building Permission (NBP)/Intimation of Disapproval (IOD), Master Plan Approval and the Plinth Level Commencement Certificates (CC) for the Project and all its structures.

The above list is indicative and not exhaustive. The PMC shall identify, process and obtain any additional statutory, regulatory, departmental or ancillary approvals, permissions, licences, NOCs, clearances, certificates or consents that may be required under applicable laws, regulations, Government notifications or directions issued by any competent authority from time to time, without any additional fee or compensation from the Bank.

viii) Obtaining and Compliance of Notice of Building Permission (NBP) / Intimation of Disapproval (IOD), Master Plan Approval and Plinth Level Commencement Certificates (CC) from Navi Mumbai Municipal Corporation (NMMC) and Other Statutory, Regulatory Authorities :

The PMC shall, with due diligence, prepare, process, submit, pursue and obtain the Notice of Building Permission (NBP)/Intimation of Disapproval (IOD), Master Plan Approval and Plinth Level Commencement Certificate(s) (CC) for the Project, all buildings, structures, utilities and amenities from the Navi Mumbai Municipal Corporation (NMMC), its Building Proposal Department and all other competent statutory and regulatory authorities.

The PMC shall prepare all requisite drawings, structural designs, calculations, ownership documents, statutory approvals, applications, reports, affidavits, undertakings and supporting documents, and shall attend meetings and hearings, respond to observations, technical, legal and environmental queries, submit revised proposals and undertake all liaison and follow-up actions necessary for securing the aforesaid approvals within the prescribed timelines.

The PMC shall ensure compliance with all conditions, stipulations and directions contained in the NBP/IOD, Master Plan Approval, Plinth Level Commencement Certificate(s), departmental NOCs and other statutory approvals, and shall monitor, supervise and certify compliance thereof by the EPCC throughout the execution of the Project.

For the avoidance of doubt, the PMC's responsibility under this Clause shall extend up to obtaining the Notice of Building Permission (NBP)/Intimation of Disapproval (IOD), Master Plan Approval and the Plinth Level Commencement Certificate(s) (CC) for the Project and all its buildings, structures, utilities and amenities, wherever required by the competent authority.

Thereafter, obtaining Commencement Certificate(s) (CCs), or equivalent statutory permissions and related approvals for all subsequent floors, levels and stages of construction, plinth verification, etc. shall be the responsibility of the EPCC, under the supervision, review, monitoring and certification of the PMC, in accordance with the Contract, applicable statutory requirements and the approved construction programme.

Nothing contained in this Clause shall relieve the PMC of its continuing obligation to supervise, review, monitor, coordinate and certify the EPCC's compliance with all statutory approvals, conditions, regulations and directions issued by the competent authorities until completion of the Project.

2.1.2 Pre-Construction Phase :

(i) Project Planning & Control :

a) Assess site viability including brownfield remediation, HT Line, existing utility services, drainage system, road network, soil testing, etc.

It shall be understood as a comprehensive multidisciplinary due diligence exercise intended to enable the Project to progress from conceptual stage to implementable development planning. This shall include, inter alia, evaluation of the development potential of the land vis-à-vis all permissible FSI's, building height regulations and planning parameters, identification of environmental constraints including existing green cover, applicable statutory and regulatory compliances and required remedial measures, and assessment of structural limitations based on geotechnical investigations and soil bearing capacity.

Considering the scale and complexity of the Project, there may be additional technical, environmental, regulatory, planning, and engineering aspects associated with site viability and brownfield conditions which may not be specifically enumerated in the RFP. The prospective bidders shall be deemed to have examined the site, the regulatory & statutory requirements, technical requirements, the RFP, in its entirety and accounted for all such aspects while quoting.

b) Finalize the project execution strategy.

c) Assist in developing the Master Schedule and Project Charter.

d) Develop Project Management Plan (PMP), including cost plan, procurement plan, and risk plan.

e) Develop a detailed project timeline integrating residential and commercial phases, with buffers for brownfield delays like utility relocations and its restoration.

f) Coordinate integrated project delivery (IPD) for multi-tower sequencing to avoid overlaps.

g) Identify brownfield-specific risks (e.g., groundwater contamination, traffic disruptions) and create mitigation plans, including insurance and contingency funds.

h) Delay analysis & re-scheduling to meet project target date.

i) Submitting CPM / PERT CHART / Bar Chart through Project management Software (MS Project/Primavera) incorporating all the services & activities required for the completion of the project well in time.

j) To arrange & avail purchase of the required Ancillary FSI, Premium FSI, TDR, etc. from NMMC, CIDCO, Statutory Authorities, etc. for the Bank.

(ii) Design Management :

a) Preparation of Architectural drawings, Design and Block Estimate :

a.1) PMC shall arrange to prepare detailed architectural planning (plans, elevations, sections, 3D walkthrough, landscaping, amenities, infrastructure), drawings and design based on the Bank's requirement and the local municipal norms, UDCPR, various rules and regulation as per laid down norms of all Statutory, Regulatory & Local Authorities. This will include master plan, buildings layouts, its detailed planning, elevations, sections, external material finishes, landscaping, amenities, infrastructure, etc.

a.2) The plan and height of buildings within the project must strictly adhere to the rules and regulations set forth by all Statutory, Regulatory, and Local Authorities, such as CIDCO, NMMC, AAI, Environment Committee, UDCPR, etc. The final plan or layout must only be formulated upon receipt of clearances from these bodies, and these approved documents serve as the baseline for further detailing by the EPC contractor.

All building plans, including layouts and structural designs (EPCC), must comply with guidelines and approval processes of all regulatory, statutory and local authorities.

Height restrictions as permitted by authorities such as AAI, as well as environment committees for ecological or regulatory compliance, ensuring sustainable, green development and minimizing environmental risks.

Controls cover aspects such as FSI, distance from boundaries, open space requirements, staircases, parking, utilities, fire brigade dept. norms, etc. and must be factored in both initial and final plans.

Receiving explicit clearances or No Objection Certificates (NOCs) from each relevant authority is a must to proceed to the next phase.

Recommendation of Environment Committee, HRC (High Rise Committee) to be incorporated in planning & design, execution of the Project.

a.3) This Architectural drawings, Design, regulatory compliance, etc. forms the foundational reference for the EPC contractor's detailed design and execution of works, ensuring every building aspect aligns with local statutes and assures legal validity of the project.

a.4) CPWD EPC Mode II is to be followed for this EPC Contract. PMC shall be responsible for architectural planning and conceptual designs, while the EPC contractor performs all engineering, procurement, and construction activities based on the above provided planning.

Based on the building plan, elevations, details, design, regulatory/ statutory requirements, PMC shall work out the block estimate for the project based on latest CPWD PAR and prevailing market rate for the non-PAR items, its analysis, for further EPC tender.

a.5) Adequate parking for office building, residents and visitors to be planned.

a.6) The design, planning and execution of the Project shall incorporate the principles of Universal Accessibility and a Barrier-Free Built Environment and shall provide all necessary facilities for differently-abled persons, senior citizens and persons with special needs, including children, in accordance with all applicable Acts, local bye-laws, codes and statutory requirements, so as to ensure safe, dignified, convenient and seamless movement and use of all facilities across the Project.

a.6.1) Such provisions may include, inter alia, ramps, tactile pathways, accessible parking, wheelchair-friendly doors and corridors, handrails and tactile warning strips, at least one wheelchair-accessible lift and one accessible unisex toilet per building, Braille and high-contrast signage, accessible service counters, refuge areas and other allied accessibility features.

a.7) PMC shall ensure that the Master Plan provides following facilities included but not limited to provision for future expansion, emergency vehicle access, disaster evacuation routes, Universal Accessibility, green infrastructure, sustainability measures and optimization of lifecycle cost.

b) Preparation of minimum 4 base alternatives / mother alternative of architectural planning (master plan, layout plans, elevations, sections, landscaping, amenities, infrastructure, etc.), drawings and design and its 3D view / elevation, its 3D presentation with Visual Walk – through, for its approval by SBI. In order to achieve the desired plan, elevation, section, etc., Bank may advise multiple changes in each alternative, to the satisfaction of the Bank and the PMC is bound to incorporate the Bank's advise in the planning, design, elevation, section, master planning, etc. The PMC has to make number of revisions to these alternatives, for the complete satisfaction of the Bank, in its detailing. Any correction / change in the 'Base Alternative' will not be considered as other alternative.

b1) Base Alternative :

"Base Alternative" means any one primary design or planning alternative prepared by the PMC for the purpose of presentation, discussion, evaluation, and decision-making by the Bank. Such an alternative may also be referred to as a "Mother Alternative" or "Option."

The PMC shall prepare and submit a minimum of four (4) Base Alternatives / Mother Alternatives / Options for the Project.

Each Base Alternative shall represent a distinct planning, design, or development approach, enabling the Bank to evaluate different possibilities in terms of functionality, efficiency, compliance with applicable regulations, and overall project objectives.

Each such Base Alternative or Mother Alternative may thereafter undergo revisions, refinements, or modifications, as required by the Bank and as provided under the relevant provisions of the RFP.

b2) Evaluation of Base Alternatives :

The Base Alternatives / Mother Alternatives / Options submitted by the PMC shall be evaluated by the Bank. Each Base Alternative shall be presented with adequate drawings, notes, and supporting data, including but not limited to the following aspects:

i. Site planning and layout concepts
ii. Built-up area, FSI/FAR utilization and development potential
iii. Functional planning and space efficiency
iv. Building height, massing and configuration
v. Circulation planning (vehicular and pedestrian)
vi. Compliance with statutory regulations and applicable development control rules.
vii. Preliminary assessment of structural and engineering feasibility
viii. Preliminary cost implications and construction considerations
ix. Sustainability and environmental considerations.

The PMC shall present the Base Alternatives to the Bank in a structured manner through presentations, drawings, and comparative analysis, clearly highlighting the advantages, limitations, and implications of each alternative.

Based on such evaluation and discussions, the Bank may select one alternative, request modifications, combine elements from multiple alternatives, or direct the PMC to develop revised alternatives, as may be considered appropriate.

The alternative finally approved by the Bank shall form the basis for further design development and project planning, in accordance with the provisions of the RFP.

b3) Since the alternative being finalized cannot be fully visualized in complete detail at this stage, there may be a possibility of modifications, additions, refinements, or adjustments to the said alternative during the course of project execution. The PMC shall, through the EPC Contractor (EPCC), ensure that such changes, additions, as may be required during implementation, project execution stage, are suitably incorporated in the Project.

Accordingly, the PMC shall factor in the possibility of such changes while submitting its proposal, quoting its fee, and shall make appropriate provisions in the RFP and tender documents for the EPC Contractor, including suitable technical, contractual, and commercial provisions to accommodate such modifications without disruption to the Project.

Such foreseeable changes or adjustments arising during the course of execution shall be deemed to be within the scope of the PMC's services, and the PMC shall not be entitled to claim any additional fees or compensation on account of incorporation or management of such changes.

c) Prepare a bill of quantities (BOQ) for the project, factoring in basements/parking costs, sustainability, EHS works (e.g., piling, waterproofing). Implement value engineering to reduce costs without compromising amenities.

d) Ensure RFP and design are all as per statutory and regulatory authorities requirement such as per municipal, fire, environmental, Airport Authority of India (AAI), MoEF, MPCB, UDCPR, NBC, BIS, NMMC, CIDCO, etc. rules and regulations.

e) Permission / Approval / NOC from any Regulatory, Statutory, Local Authority including Airport Authority of India / Civil Aviation Dept. :

Although Bank will proceed with the finalised and approved layouts, but during the course of work, if there is any change, deviation, or amendment in the Permission, Approval, NOC (No Objection Certificate), or Rules and Regulations from any Regulatory, Statutory, or Local Authority (this includes, but is not limited to, NMMC, CIDCO, Environmental Authorities, AAI, Civil Aviation, MPCB, Green Tribunal, MSEDCL, Electrical Licensing Authorities, Green Tribunal, NMIA, Naina, NHAI, Forest Department, MSEB, UDCPR, MGL, and any other relevant agency, statutory / regulatory bodies), that affects the planned / approved project - such that it demands changes in the planning, layout, or master plan, etc. – in that situation, the Project Management Consultant (PMC) is required to:

- Completely rework the entire project's detailed architectural planning, which includes master plan, layout plans, elevations, sections, 3D walkthroughs, landscaping, amenities, infrastructure, etc.
- Redraw, re-draft and redesign all related project details and prepare new drawings to comply with the fresh, current rules and regulations.
- Specifically ensuring the maximization of permissible Floor Space Index (FSI) usage.
- Re - Obtain necessary regulatory and statutory Permission, Approval, NOCs, through EPCC.
- Repeat the entire approval and design process as needed.

All of this must be done within the originally quoted fee, without claiming any additional compensation for the additional work required due to this external regulatory requirement, their amendments, new laws, etc.

f) Any change, modification, addition, revision, or alteration in the scope of work and services during the Project shall be deemed to be an integral part of the PMC's scope of works & services. Such changes may arise on account of statutory or regulatory requirements, site conditions, engineering or design constraints, material and/or processes considerations, modification in usage, workmanship, value engineering, directions of the Bank, or any other project-related requirements. Accordingly, such changes, revisions, or modifications shall not entitle the PMC to any additional fee or compensation and shall be carried out within the quoted fee, as clarified elsewhere in the tender/contract documents and its Corrigenda.

(iii) Tendering & Contract Management

a) Preparation of Tender documents for Selection of EPC Contractor :

PMC shall prepare comprehensive EOI, tender documents, including technical specifications, eligibility criteria and evaluation methodology complying Bank's guidelines, CVC/CTE guidelines, incorporating clauses for integrity pact, transparency, etc.

b) Preparing documents for pre-qualification, scrutinizing prequalification applications, submitting recommendations for prequalification of EPC contractor for the project after inspection of work sites/office of various shortlisted PMCs and extending all assistance to the SBI in finalizing the list of qualified EPC Contractor by following elaborate procedure, norms laid down as per CVC guidelines.

c) To prepare, author and float the RFPs for the discovery of EPC contractor. Preparing detailed tender documents/notices for various trades including Articles of agreement, special conditions,

general conditions of contract, detailed specifications, bill of quantities (BOQ), Work Method Statement / SoP, time and progress charts, etc. and seeking approval for the same from SBI based on approved estimates by SBI.

d) Calling of competitive tenders. Required sets of tender documents will have to be prepared by the PMC themselves at no extra cost to SBI.

e) Detailed scrutiny of the tender received including preparation of the comparative statement etc. and submission of recommendations for acceptance or otherwise, of the tender of successful PMC, placing of work order etc.

f) Participate in bid evaluation and technical & commercial analysis.

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

h) Develop evaluation criteria for selection of EPCC.

i) Technical bid scrutiny based on the evaluation strategy stated in the tender documents.

j) Preparation of the comparative statements and recommending the same with selected EPCC.

k) Submitting the project technical report based on the successful bidder & recommending to the Bank for financial sanction.

l) Ensure competitive bidding.

m) Support contract finalization and risk allocation.

p) Considering the scale of the project and its strict timelines, the PMC shall develop and formulate the tender document in accordance with the Bank's standard guidelines and Standard Agreement, incorporating provisions of CVC/CTE guidelines, applicable codal provisions, EHS guidelines, statutory and regulatory requirements, technical and engineering standards, labour laws, workmanship requirements, etc. The tender document shall include detailed BOQ, specifications, approved makes and brands, and comprehensive GCC and SCC clauses, and any other clauses, aligned with industry best practices and standards applicable to similar large-scale projects.

q) EPC Tendering and Appointment Process : The PMC shall undertake the responsibility of carrying out the entire process and procedures for the selection of the EPC Contractor (EPCC), including preparation of the EPC tender/RFP documents, issuance of the tender, receipt of bids, scrutiny and technical evaluation of applications/bids, and submission of recommendations to the Bank, strictly in accordance with the provisions of the RFP and its Corrigenda.

The final appointment of the EPC Contractor shall be made by the Bank based on the recommendations submitted by the PMC. Upon approval of the Bank, the Letter of Intent (LOI) / Work Order (WO) shall be issued by the PMC to the EPC Contractor on behalf of the Bank, in accordance with the Bank's instructions.

r) Payment to EPC Contractor : All payments to the EPC Contractor shall be made directly by the Bank based on the Running Account (RA) Bills and the Final Bill submitted by the EPC Contractor, duly vetted, certified, and recommended by the PMC in accordance with the contract provisions.

(iv) **Sustainability and Green Building & Construction :**

a) With growing emphasis on sustainable construction, PMC firm shall implement eco-friendly

practices, waste management strategies, and energy-efficient solutions.

b) Ensure that all the building design, its amenities; infrastructure, MEP, etc. along with construction works, are aligned for sustainability, zero carbon emission & net zero concept of green building constructions, preferably Platinum rating of green building standards of IGBC.

c) Most of the features applicable for 'Green building' such as energy conservation, use of solar and other renewable sources of energy, wind energy, use of natural light & ventilation to the maximum extent etc. will have to be taken into account during planning, design, and execution stages.

(v) **Compliances :**

a) PMC to ensure implementation, regulating parameters, monitoring, completion & reporting of all compliances, general and project-specific conditions as shall be outlined in any of the permissions, NOC's, etc. by any and/or all statutory, regulatory authorities.

b) As an example - few of the key compliances of Environmental Clearance (EC) from the State Environment Impact Assessment Authority (SEIAA), Maharashtra, may include and PMC is required to ensure its implementation, monitoring, completion & reporting as may be defined in the EC :

b.i) Half-yearly compliance reports submitted to SEIAA and MoEFCC.

b.ii) Adherence to MPCB conditions and the Environment (Protection) Act, 1986.

b.iii) No unauthorized expansion without prior approval.

b.iv) Proper waste management: on-site segregation, use of OWC for wet waste, and STPs for wastewater treatment and reuse.

b.v) Pollution Control: Use of approved DG sets, regular monitoring of air/water/noise quality.

b.vi) Site-Specific Rules: Compliance with buffer zones for mangroves/water bodies, CRZ regulations (Coastal Regulation Zone), and adherence to ESZ (Eco-Sensitive Zones) regulations if applicable.

b.vii) Mandatory green belt development and rainwater harvesting provisions.

c) Plantation of saplings / trees, its growth, conservation, etc. as per EC.

d) As far as possible existing green coverage, trees, plants, etc. to be protected, preserved including preserving the existing ecosystems and their biodiversity.

e) Proper inclusion of clauses and works is to be there in RFP for EPC.

f) The PMC shall remain fully responsible for monitoring, supervising, coordinating, and ensuring effective implementation and closure of all the compliances, through the EPC Contractor (EPCC).

The implementation & closure of all the compliances shall be part of EPC contract and they shall undertake all necessary follow-up actions, coordination with concerned agencies, documentation, and communications in relation to such matters.

The PMC shall verify and certify proper implementation and compliance, monitor progress, and ensure timely resolution and closure of such matters throughout the entire duration of the Project.

Notwithstanding that the execution of such activities may be carried out by the EPC Contractor or other agencies, the overall responsibility for coordination, monitoring, verification, certification and reporting to the Bank shall continue to rest with the PMC.

2.1.3 Pre-construction Stage post selection of EPC contractor

(i) Issuing the Letter of Intent (LOI)

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

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

(ii) Design review and Validation

a) Scrutiny of detailed design of all internal and external services such as electrical, AC, plumbing, water supply, lifts, firefighting, horticulture, EPABX / Networking, Building Management System, various investigation reports, RL's, etc. submitted by EPC Contractor.
b) Validate the structural, architectural and MEP (mechanical, electrical, plumbing) designs, landscaping, infrastructure, amenities, ensuring the constructability and value engineering.
c) PMC shall ensure that the Contractor's designs align with the technical specifications and Bank's requirements as outlined in the tender.
d) Recommend necessary modifications in consultation with the user department and concerned project engineer from the Bank, within a defined timeframe.
e) The PMC's scope shall include detailed review, scrutiny of all designs, drawings, calculations, processes, methodologies, constructability and execution of works to ensure full compliance with the Employer's Requirements, applicable codes and standards, regulatory & statutory provisions, proper inter-disciplinary coordination, technical & engineering requirements, standard industry practices.

e.1) In the event of any deficiency, non-compliance, inadequacy, inconsistency, or coordination gap, the PMC shall direct and ensure that the concerned designs, processes, or works are revised, corrected, or re-executed, as necessary, at no additional cost to the Bank.

e.2) The PMC shall be responsible for:

- Ensuring detailed design adequacy and technical soundness;
- Design liability;
- Verifying statutory compliance and obtaining/ensuring requisite approvals;
- Ensuring functional performance and operational suitability of all design and systems;
- Acting as an independent peer reviewer of all design submissions; and
- Assuming professional responsibility and design liability for the review, validation, and certification of the designs and related works.

e.3) The PMC's review shall not be limited to procedural verification but shall include substantive technical scrutiny to ensure safety, stability, serviceability, codal compliances, statutory & regulatory compliances, performance, and long-term reliability of the Project.

(iii) Planning and Scheduling

a) Vett and Validate the overall project schedule submitted by the EPC contractor.
b) Develop a detailed project management plan including risk assessment and mitigation strategies.

(iv) Issuing Work Order to the Selected EPC Contractor

a) Issuing work order subject to fulfilment of all mandatory requirements as stipulated in LOI including obtaining all necessary statutory approvals, permissions from local authorities for architectural drawings, fire NOC, Third party vetting of structural designs, etc. by the EPC contractor.

(v) Planning of Demolition Works :

For execution of the project, following structures need to be demolished and disposed of as per regulatory guidelines and local bodies, Municipal norms.

There are 84 such structures :
a) (G/St. + 4) buildings - 81 nos.
b) (G + 1) Building - 2 nos.
c) Overhead Community Water Tank - 1 no.

2.1.4 Broad Scope of Work during Construction Phase :

(i) Design Management

a) Coordinate with lead design consultants for architecture, structure, MEP, façade, interiors, and amenities.

b) Validate GFC (Good for Construction) drawings and ensure design deliverables align with functional and operational objectives.

c) Ensure approvals (municipal, fire, environmental, AAI (Airport Authority of India), etc. are in place.

d) Ensure compliance with building codes, local regulations, green building norms and sustainability standards.

e) Getting revised drawings from EPCC during project execution, work, if any and re-issuing it.

(ii) **Construction Supervision & Monitoring**

a) Complete role of Project Management Consultancy (PMC) will also be played to ensure both qualitative and quantitative aspects of the project and would include day to day supervision of work through a team of various experienced Engineers led by a Project Manager to be posted at the site (within the professional fee mutually agreed only) and who will be overall responsible for smooth and timely completion of all works within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the PMC.

b) 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 being used at the site and arranging for its testing through approved laboratories / institutes will have to be done and proper record

/ registers need to be maintained at site.

c) Ensuring day to day supervision of works, 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 adequate power as specified further, for all works and services at their own cost within the fee payable.

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

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

f) The effective communication between various stakeholders, agencies, vendors contractors, authorities will have to be ensured by the PMC. The problems / hindrances / bottlenecks need to be sorted out / removed by arranging site meetings of all concerned including employer (SBI) and record of such meetings, decisions taken etc. need to be maintained in a chronological manner kept in a separate register and as e-data storages.

g) Deploy Project managers, resident engineers, construction engineers, etc. for daily supervision, monitoring, QA/QC, compliances, documentation, billing, testing, etc.

h) Use tools like BIM (Building Information Modelling) for planning, visualize designs, optimize schedule, clash detection, etc. through construction life cycle across residential, commercial, MEP, infra development interfaces.

i) Implement progress tracking through tools like Primavera/MS Project.

j) Monitor milestones (basement completion, typical floors, superstructure, façade, MEP, interiors).

k) Oversee EPC (Engineering, Procurement, Construction) for foundations, basements, parking to handle underground complexities.

l) All substructure, superstructure, finishes works as required for completion of the buildings, land / plot and the Project.

(iii) **Quality Assurance and Quality Control**

a) Establish and enforce QA/QC processes, Inspection & Test Plans (ITPs) and monitor compliance as per Bank's and CVC guidelines. Preferably Quality Assurance Plan as per CPWD Quality Assurance Manual 2022 or higher level to be implemented.

b) Ensure material specifications and workmanship meet standards.

c) Conduct regular inspections for civil, finishing, MEP, and external works.

d) Coordinate 3rd-party quality audits and lab testing.

e) Conduct regular audits, material testing (e.g., concrete for high-rises), and safety drills.

f) Verification of the 100% of works and materials, at all stages and for whole of the works/Project.

g) Similarly, the execution and workmanship to 100% of all the works, at all stages and for whole of the works/Project.

h) PMC has to be a witness to all QA/ QC procedures, tests (lab. & field), checks, etc. at all stages and for whole of the works/Project.

i) PMC shall provide all accessibility and assistance, man & machinery as required by the TPQA, CVC/CTE personnel's, Audit teams, etc. as & when required along with getting compliances & closure of their reports.

j) The PMC shall remain fully responsible for monitoring, supervising, coordinating, and ensuring effective implementation of conducting test and safety drill, through the EPC Contractor (EPCC).

Conducting test and safety drill shall be part of EPC contract and they shall undertake all necessary steps, procedures, exercises, mock-ups, follow-up actions, coordination with concerned agencies, documentation, and communications in relation to such matters.

The PMC shall verify and certify proper implementation and compliance, monitor progress, and ensure timely resolution and closure of such matters throughout the entire duration of the Project.

Notwithstanding that the execution of such activities may be carried out by the EPC Contractor or other agencies, the overall responsibility for coordination, monitoring, verification, certification and reporting to the Bank shall continue to rest with the PMC.

(iv) **Time Management**

a) Develop and maintain project schedules (using tools like Primavera or MS Project).

b) Monitor milestones and critical paths.

c) Propose corrective actions in case of delays.

(v) **Risk Management & Mitigation Strategies :**

a) Identify project risks (technical, legal, environmental, EHS, sustainability).

b) Develop risk mitigation plans, implement & resolve any and/or all issues.

c) Maintain contingency strategies & records.

d) Report risks and propose mitigation strategies.

(vi) **Cost Management**

a) Verify and certify contractor's running bills (RA bills).

b) Certify EPC contractor invoices and monitor budget deviations.

c) Monitor cash flow and manage cost variations/change orders.

d) Maintain project cost control systems.

e) Maintain updated cost reports and financial dashboards.

f) Finalising the bills of contractor for the completed works.

(vii) **Safety & Compliance**

a) Review and enforce project-specific EHS Plan.

b) Conduct regular safety audits and toolbox talks.

c) Ensure compliance with latest labour laws, local environmental and building safety codes.

(viii) **Coordination & Communication**

a) Chair weekly, monthly, quarterly review meetings with contractors and consultants.

b) Manage issue logs and coordination matrices.

c) Provide updated reports to the client on progress, risks, and decisions required.

d) Manage communication between client, EPC contractor, consultants, and vendors.

(ix) **Amenity & Landscape Areas**

a) Supervise development of amenities: clubhouse, pool, play areas, gardens, parking zones and infrastructure.

b) Ensure integration with residential towers and seamless functioning of common areas.

(x) **Various Statutory and Regulatory Approvals:**

- Facilitate approvals, NOCs, etc. from various statutory, regulatory and local authorities (e.g., NMMC, CIDCO, MPCB, environment, AAI / aviation, CC, occupancy certificates, etc.).

(xi) **CVC, CTE, Legal Matters :**

a) Coordination and facilitation of statutory checking and inspections by Chief Vigilance Officer (SBI), Chief Technical Examiner (CTE) or any officer deputed by Central Vigilance Commission or any other statutory body.

b) In addition, assisting SBI for Arbitration if any.

c) Resolving & closure of all matters, cases related to CVC, CTE, Legal, Techno-Legal matters, Statutory requirements, arbitration, etc.

(xii) **MoM & Meeting Records :**

a) PMC will maintain records of all meetings that take place at site. PMC will also maintain a site order book which records all the instructions given to the contractor by the PMC & Bank to the EPC during site visits.

(xiii) **RMC & Concrete Specialist:**

a) For material selection, testing, concrete mix designing, RMC plant inspection, finalisation, operation, mix design, transportation, placing, etc. complete, as per BIS and / or CPWD guidelines. There should be regular, random visit of Plant, materials, mix, etc. for quality check and testing.

(xiv) **RFI Management System :**

Including the provisions prescribed in the RFP, the PMC shall establish and administer a structured RFI management system covering receipt, logging, routing, coordination, tracking, escalation, and timely closure of all RFIs.

The PMC shall ensure that all technical responses, design clarifications, calculations, revised drawings, and engineering decisions issued by the EPCC in response to RFIs are complete, code-compliant, statutorily valid, properly coordinated, and aligned with the Statutory, Regulatory, Codal and Employer's Requirements.

The RFI shall be reviewed by the PMC before closure. The PMC shall assume professional responsibility and liability for design validation, performance assurance, and certification of such responses and associated revisions, without diluting the EPCC's primary responsibility for detailed design and execution.

2.1.5 Post-Construction Phase :

i. **Testing & Commissioning**

(including During Construction Phase and Post-Construction Phase).

a) Prepare and monitor system-wise commissioning plan (MEP, lifts, BMS, HVAC, firefighting, STP, etc.).

b) Certify performance testing and integrated building commissioning.

c) Coordinate third-party testing where needed.

d) Ensure performance meets design and contractual requirements.

e) The PMC shall ensure that all complex building systems, including but not limited to MEP services (plumbing and sanitary, electrical), networking and IT infrastructure, air-conditioning systems, alternate power systems, drainage systems, CCTV and security systems, fire-fighting systems, automation and Building Management System (BMS), sustainability initiatives, and other associated services are properly integrated and tested for performance as per the approved design and specifications.

This shall also include facilities and amenities such as swimming pools, auditorium with AV systems and related infrastructure, parking management systems, and other services provided within the residential and commercial buildings as well as the overall project infrastructure.

The PMC shall ensure that all such systems are tested together under simulated and/or real operating conditions.

ii. **Handover Management**

a) Coordinate handover to Bank, facility management teams.

b) Verify completeness of as-built drawings, O&M manuals, test certificates, warranties.

c) Conduct snagging, de-snagging, and prepare Final Completion Certificate.

iii. **Defects Liability Period (DLP) Support**

a) Track defect resolution during the DLP.

b) Coordinate rectification with the EPC contractor.

c) Manage closure and release of performance securities post-DLP.

d) During the defect liability period carrying out periodical inspection along with representatives of SBI and contractor, preparation of defects list and arrange for its rectification from EPCC.

iv. **Assessment & Finalization of Property Tax with NMMC:**

After receiving the Occupancy Certificate (OC), the PMC shall apply to NMMC for assessment and finalization of Property Tax for all Bank assets/properties developed under the Project. The PMC shall diligently pursue the matter and coordinate with NMMC to ensure assessment and levy of reasonable Property Tax in accordance with applicable rules and regulations.

3. Deliverables and Timelines:

In addition to the above, following deliverables, timelines are expected from the PMC for the Project :

3.1 Deliverables from PMC

S. No.	Phase	Deliverables
a	Pre-Construction	Project Management Plan (PMP), Authoring the RFP for EPC Contractor Selection & Processing it. Various Statutory, Regulatory & Local approvals, extension of existing permissions, etc. Risk Register and Mitigation Plan Procurement Plan, Tender Evaluation Report
b	Construction	Daily Logs of Work Weekly, Monthly, Quarterly Progress Reports, Cost Reports and Cash Flow Forecasts Safety Reports, QA/QC Reports / Logs, Test Certificates, RFI Reports / Logs/ Check List.
c	Commissioning	Commissioning Certificates, Testing Reports, Snag List & De-snagging list.
d	Handover	Handover Manual, As-Built Drawings, Final Completion Report
e	Post-Handover	DLP Monitoring Reports, Closure Certificates.

S. No.	Phase	Deliverables
f	CVC, CTE, Legal Matters	Resolving & closure of all matters, cases related to CVC, CTE, Legal, Techno-Legal matters, Statutory & regulatory requirements, etc.

3.2 Indicative Milestones - Timeline and adherence to it : (reckoned from the 30th day of Work Order issued).

S. No.	Milestone	Duration / Period in Weeks	Target Date of Completion
1	Design Freeze, RFP Preparation		
2	Floating RFP for EPC		
3	LOI, Work Order to EPC.		
4	Contractor Mobilization		
5	Substructure Completion		
6	Superstructure Completion		
7	Finishes as flooring, internal painting works.		
8	Washroom works, plumbing & sanitary works.		
9	Doors, Windows Completion.		
10	Internal Electrical Works		
11	Kitchen Works		
12	Fire Fighting Works.		
13	External Electrical Works		
14	Amenities Works		
15	External Painting works.		
16	Façade Works.		
17	Infrastructure Works		
18	Elevator Works		
19	Services Testing		
20	Horticulture Works		
21	Renewable Energy Works		
22	Various NOCs, Fire NOC.		
23	Occupancy Certificate – Commercial building.		
24	Occupancy Certificate – Residential & amenities buildings.		
25	Water & drainage Connection		
26	Electrical Connection & Metering		
27	Final Approvals		
28	Handover & Occupancy		

3.3 Success Factors and Key Coordination Interfaces, Misc. Works Required :

a) Centralized PMCO with site-based execution arms

b) Clear interface management among disciplines and contractors

c) Strong contractual knowledge to manage EPC contractors

d) Real-time data dashboards for client reporting

e) Proactive risk and change management.

f) EPC Contractors' & Contract Management.

g) Design Consultants (Arch, Structure, MEP, Façade, Landscape, Amenities, Infrastructure, etc.)

h) Statutory Bodies (Municipal, Environmental, Fire, Civil Aviation, etc.)

i) Facility Management (FM) Operators, if any.

j) Client's Team, their representatives.

3.3.1 The PMC shall be responsible for monitoring, supervising, coordinating, and ensuring effective implementation and closure of all the following works, through the EPC Contractor (EPCC).

Handling, resolving, effective implementation & closure of all the following works, shall be part of EPC contract and they shall undertake all necessary follow-up actions, coordination with concerned agencies, documentation, and communications in relation to such matters.

Notwithstanding that the execution of such activities may be carried out by the EPC Contractor or other agencies, the overall responsibility for coordination, monitoring, verification, certification and reporting to the Bank shall continue to rest with the PMC.

a) Any works, agency, persons, NGOs, individuals, groups, affecting the project, being a brown field project, to be handled and resolved.

b) Any issues related to Local authorities, Administrative Authorities, Police, Government Agencies as Police Dept., Fire Brigade Dept., CLC - Central / State, etc. to be handled and resolved.

c) Traffic management with its related works, at site vis-a-vis of the Colony residents, visitors and Project personnel's, workers, vehicles, parking, etc. at site, all site/plot gates, existing buildings entrances/exits gates.

3.4 **Indicative Technology & Digital Tools Usage :**

a) PMC to implement various project management software (e.g., Primavera, MS Project, BIM).

b) Check the accuracy and consistency of digital project monitoring tools.

c) Ensure proper documentation and backup of digital records.

d) Shall impart training and guidance to Bank's engineers on all the software's, apps, digital tools used for Project Management.

e) Use of following software's / apps is proposed :

S.No.	Proposed System or equivalent	Purpose
1	Primavera / MS Project	Schedule control
2	ERP Tools	Cost & procurement tracking
3	BIM (Revit, Navisworks)	Design coordination & clash detection
4	Snagging Tools (e.g., PlanGrid, SnagR or equivalent)	Quality control
5	Document Management System (DMS)	Drawing and document version control
6	Autocad	Drawings, layouts, etc.
7	Autodesk BIM 360, Trimble Connect or equivalent	Common Data Environment (CDE).
8	Any other software, tool, app, etc. as required for, during various stages of works as mentioned above.	

3.5 Other Roles & Responsibilities:

The PMC act as a central point of contact, coordinating with clients, EPC's architects, consultants and contractors, managing budgets and schedules, performing quality inspections, tests, checks, documentation, and resolving technical issues to ensure the successful and efficient execution of the project.

i) Technical Problem-Solving: Analyse and resolve technical issues and clashes that arise during the construction process, providing solutions and technical advice to site teams.

ii) Documentation & Reporting: Prepare reports, review and approve submittals and drawings from contractors, and maintain accurate project records. Maintaining and organizing all types of files and documents related to the project.

iii) Safety Compliance: Ensure all site activities adhere to environment, health and safety regulations, promoting a safe working environment for all personnel.

iv) Code & Regulatory Compliance: Verify that all works and installations comply with relevant building codes, standards, and local, state & national regulations.

v) System Commissioning: Participate in the commissioning of MEP systems, Elevators, HVAC system, transformers, Gen Sets, fire fighting works, security related works, etc. to verify their functionality and performance before project handover.

vi) Document Control: Manage both physical and electronic documents, such as drawings, blueprints, and reports, ensuring they are properly controlled, organized, and stored.

vii) Information Flow Management: Receive and log technical, legal, regulatory, etc. documents, bills, invoices, materials, etc. and forwarding them to the respective team for review and distributing approved documents back to the stake holders, contractors.

viii) Communication: Handle Requests for Information (RFIs) from all stakeholders. client,

contractors, relaying them to the relevant team and ensuring timely receipt of answers.

ix) Version Control: Maintain the accuracy and integrity of documents by managing revisions and ensuring that the latest versions are distributed.

x) Record Keeping: Keep precise records of document submissions, reviews, approvals, and distributions.

xi) Compliance: Ensure that all documentation processes and documents adhere to the project's contractual requirements, company standards, CVC/CTE and statutory & regulatory guidelines.

xii) Collaboration: Liaise with internal, external teams, the EPCC, subcontractor, consultants, all stakeholders and other entities to ensure smooth work flow and maintain consistency in Project.

xiii) Specific Tasks

a) Prepare document indexes for project tracking.
b) Use document management tools or SharePoint to track document status.
c) Format and distribute official project correspondence and reports.
d) Assist in audits by providing necessary documentation.
e) Ensure all documents are approved by authorized personnel in a timely manner.

xiv) Quantity & Rate Analysis:

a) Calculate quantities of work done based on drawings and on-site measurements.
b) Analyse and verify rates as per the contract's Bill of Quantities (BOQ).
c) Prepare rate analyses for extra items or non-tendered works.

xvi) Verification & Certification:

a) Cross-check site measurements and work progress with project drawings and specifications.
b) Verify invoices for materials, consumables, and subcontractors.
c) Issue certificates of payment for verified bills.

xvii) Documentation & Reporting (Bills):

a) Maintain detailed records of work progress, bills, and costs.
b) Generate management information system (MIS) reports on billing and project progress.
c) Prepare and maintain essential documents like bar bending schedules (BBS) and measurement sheets.

xviii) Contract Management:

a) Interpret tender documents and ensure adherence to contract clauses and project conditions.
b) Handle claims and other contractual billing matters.
c) 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.
d) The PMC shall act as faithful advisor and shall provide support at all times and safeguard legitimate interests of the SBI.

e) The PMC shall not accept any commission, discount etc. in connection with the activities to benefit himself.

f) All the activities mentioned in the scope of work shall be carried out in consultation with SBI team.

g) The PMC shall assist the employer in sending suitable replies to queries raised by CTE's, IEMs, audits, and any other statutory, regulatory authorities.

xix) Coordination & Communication:

a) Act as a liaison between all stakeholders, the client, EPCC, regulatory authorities, site engineers, and the accounts department.

b) Coordinate with the client for bill approvals and with PMC's engineers for verification.

xx) Site Visits & Quality Checks:

a) Conduct continuous physical checks at the site to ensure the quality and scope of work align with the RFP.

b) Monitor material consumption and wastage.

xxi) Legal Advice and Support:

a) Providing legal guidance to the Bank and its employees on project-related matters.

b) Advising on the legal implications of policies and procedures.

c) Preparing and filing necessary legal documents with courts or government agencies, etc.

xxii) Compliance and Risk Management:

a) Ensuring that the project and the company comply with all relevant laws and regulations.

b) Identifying legal risks associated with the project and advising management on how to mitigate them.

xxiii) Dispute Resolution:

a) Assisting in the negotiation and resolution of legal disputes that may arise.

b) Liaising with and managing external legal counsel in litigation matters.

xxiv) Disorderly Conduct of Personnel engaged by PMC :

The PMC, shall at all times take all reasonable precautions to prevent any unlawful, riotous, disruptive, or disorderly conduct by or among its personnel, sub-agencies, or any other stakeholders engaged for the Services and Works. The PMC shall take all necessary measures to maintain peace and ensure the protection of Bank's personnel & property, persons and property in and around the Site and its neighbourhood. The PMC shall, at its own cost, arrange and pay for any Police protection or security measures that the Bank may deem necessary for this purpose.

3.6 **Project Progress Photographs, Videos and Drone-Based Project Monitoring :**

The PMC shall be responsible for comprehensive visual documentation of the Project, including photographs, videos, drone imagery, and related monitoring outputs. This documentation shall be prepared, maintained, and submitted in accordance with the following:

i) Photographs & Video Documentation :

a) The PMC shall capture high-resolution photographs and videos of the site and submit consolidated monthly visual progress report.
b) Coverage shall include all critical work fronts, structural elements, services, interior works, façade works, infrastructure, and all areas of active construction.
c) The PMC shall maintain a chronological and geo-tagged archive of all photographs and videos with date, location, stage of work, and brief description.

ii) Drone-Based Project Monitoring :

The PMC shall deploy certified drone operators and approved drone equipment for aerial data capture in compliance with DGCA and all statutory guidelines. Drone monitoring shall include:

a) High-Resolution Aerial Imaging & 3D Mapping

- Capture high-resolution and 3D aerial images/videos from multiple angles and elevations.
- Create orthomosaic maps as required.

b) Construction Progress Monitoring & Aerial Documentation

- Prepare periodic drone-based progress reports showing physical progress, completion levels, and change detection.

c) Aerial and Ground 360° Virtual Tours :

- Provide 360° virtual walkthroughs of the site at ground level and aerial 360° panoramas.
- Ensure that virtual tours accurately depict the site condition for remote assessment, stakeholder reviews, and project showcase.

iii) Ownership of Data

All photographs, videos, drone imagery, dashboards, analytics, and any other visual documentation created under this clause shall be the exclusive property of the Bank. The PMC, EPCC or any other stakeholder shall not use, share, publish, or distribute such material without prior written approval from the Bank.

iv) Frequency need to be as mentioned below :
a) For Project Progress Photographs, Videos - On monthly basis.
b) Drone-Based Project Monitoring / Drone Shoot : On quarterly basis.

4. Availability and Deployment of Key Personnel's for Project:

4.1 Project Personnel's indicative Duties and Responsibilities :

(a) A robust PMC structure provides the project with the necessary expertise and oversight to achieve its objectives.

(b) To enable successful project execution for a Bank, a Project Management Consultancy (PMC) should establish a clear, structured personnel hierarchy where each role comes with defined duties

and responsibilities, preferably as mentioned below. The structure and assigned roles can be evolved to a "higher/better version" based on project needs, in consultation with and with the approval of the Bank.

(c) Below is a typical structure for a Bank's project to be managed by a Project Management Consultancy (PMC), along with indicative duties and responsibilities for each role.

Proposed Structure with Indicative Duties & Responsibilities of Personnel's to be Deployed for the Project :

S.No.	Requirement of Technical Staff	
	Designation	**Indicative Duties & Responsibilities**
1	Project Manager	(i) The Project Manager acts as the Bank's primary representative, providing expert advice and overseeing project execution to ensure delivery according to proposed layout concepts, use of maximum FSI, responsible for high-quality, timely, and budget-conscious execution of the project. (ii) Key responsibilities include designing, planning and scheduling, managing project scope and resources, ensuring quality control and risk elimination, coordinating all project stakeholders and vendors, and providing regular reports and advice to the client. (iii) Leading the Overall PMC Services. (iv) Overall Coordination with the project stakeholders. (v) Providing direction / guidance for project implementation. (vi) Overall monitoring of architectural planning, statutory & regulatory approvals, project progress, especially for Schedule, Cost, Quality, Green Building Construction, EHS, etc. (vii) He/she shall be responsible for works related to CTE, Audits, liaising, statutory matters, arranging for purchase of FSI/TDR, visit by various internal & external authorities, etc. (viii) Conducts regular site inspections, conducts tests/ checks and monitors key project performance indicators to track progress, identify potential problems, and provide regular status reports to the Bank. (ix) Verification and certification of measurements and bill, invoices.
2	Resident Engineer-(Civil)	(i) He will lead, co-ordinate and supervise the multi-disciplinary team of the project stakeholders for inputs and for project implementation in the designated Parcel / Cluster, for all civil engineering & related works, site management works. (ii) Shall review all the vendor submissions. (iii) He will be responsible for the holistic development. (iv) Leading & managing the performance of the key personnel. (v) Their duties include monitoring of project progress, Quality Control, Audits, site inspections, material testing, and technical query resolution.

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		(vi) The RE serves as the primary technical authority on-site, coordinating with contractors and stakeholders to maintain project scope, budget, and timeline adherence. (vii) They inspect all stages of construction, from setting out and excavations to concreting, plumbing & sanitary and finishing work, to ensure compliance with specifications. (viii) The RE verifies that materials and equipment delivered to the site meet project specifications and quality standards. (ix) They serve as the frontline technical authority, resolving on-site queries and issues that arise during construction. (x) The RE assists with contract adherence, potentially negotiating change orders and providing input for payment certificates.
3	Resident Engineer (Electrical & Fire)	--- do--- but for all electrical engineering, HVAC, security & fire-fighting related works and site related works.
4	Quality Assurance / Quality Control Engineer (Civil)	(i) QA/QC role is to ensure that construction work meets defined standards, specifications, and regulations through systematic planning (QA) and ongoing checks (QC) (for all civil engineering & related works, site management works). (ii) The QA/QC team's responsibilities include monitoring material quality, conducting tests (field / lab) verifying workmanship, conducting site inspections, maintaining records, and ensuring the project is safe, cost-effective, and satisfies CVC/CTE, Bank's and other regulatory authorities expectations. (iii) He should plan, get executed, reports and record all the Quality documents like the Project Quality Plan (PQP), Inspection & Test Plans (ITPs), daily reports, material submittals, witness & verify test reports, compliance checks &tests, material checks & tests, non-conformance reports (NCRs), witness various tests & checks, and punch list to ensure work meets standards. (iv) Carrying out all tests, checks, & Inspect site as per BIS Code provisions and/or CPWD standards, to ensure appropriate level of quality assurance & control in the Project. Proper record & documentation, too is to be maintained. (v) Ensuring that all construction activities, construction processes and materials comply with applicable building codes, local standards, and environmental regulations. (vi) Preparing and maintaining records of all quality-related activities, inspections, material tests, and defect resolutions. (vii) Compliance and closure along with closure reports of all observations of CVC/CTE, TPQA, Auditors, any third party, etc. time to time.

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5	Quality Assurance / Quality Control Engineer (Electrical & Fire)	--- do--- but for all electrical engineering, HVAC, security & fire-fighting related works and site related works.
6	Planning and Scheduling Engineer	(i) Create and update detailed master schedules and look-ahead schedules using project management software like Primavera, MS Project, etc. (ii) Maintain and monitors detailed project schedules, ensuring the contractor's plan aligns with client requirements and PMC standards. (iii) Their key roles include creating work breakdown structures, analysing critical paths, identifying and mitigating risks, tracking progress against baselines, managing delays and claims, providing regular progress reports to management and clients, and supporting cost control efforts. (iv) Coordination with project stakeholders for inputs for preparation & updating of project schedules, cost and budget sheets and Contract Administration. (v) Participation in, and preparation of minutes of project progress. (vi) Responsible for daily monitoring of works based on schedules, preparing mitigation plans and ensuring due documentation on Contract Administration. (vii) Responsible for collation of data for submission to Authorities. (viii) Co-ordinate Design and Procurement, assist Site Interface with the Design Teams.

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7	Construction Engineer (Execution of Works)	(i) The Construction Engineer provides unbiased supervision and review of the contractor's work, serving as the client's eyes and ears on the ground. They bridge the gap between the design and construction phases, ensuring that what is designed is executed correctly. (ii) They act as main technical advisor on-site, overseeing the implementation of the designs, specifications, and ensuring projects stay on schedule, within budget and to the required quality. (iii) Supervise and oversee all construction activities on-site from project inception to completion. Will be in direct touch with daily work execution & its progress at Sites and co- ordinate with other Stakeholders at Site and back- office to ensure day-to-day progress as per planned activities. (iv) Shall be managing site activities, ensuring work complies with plans & regulations, supervising construction crews, conducting quality checks, preparing site reports, solving technical issues and maintaining a safe & productive work environment. (v) Ensure all construction materials and procedures meet the required industry standards, codes, and project specifications. (vi) Coordinate design issues, resolve technical queries, and issue clarifications. (vi) Review contractor shop drawings, product data sheets, and samples for approval. (vii) Manage project documentation, including contracts, permits, change orders, and daily logs.
	a) Civil Engineer	--- do--- (for all civil engineering & related works, site management works).
	b) Electrical Engineer	--- do--- for all electrical engineering, HVAC, security & fire-fighting related works and site related works, including electrical works for all tools, plant & machinery.
	c) Mechanical Engineer	--- do--- including for all tools, plant & machinery.
8	Safety Officers, EHS Officers for EHS works	(i) An EHS Officer ensures compliance with environmental, health, and safety regulations by developing policies, conducting risk assessments, performing inspections and audits, providing training, investigating incidents, and reporting on performance. (ii) Their role is to safeguard all stakeholders, workers and the environment, prevent accidents and breaches, and foster a culture of safety throughout the project lifecycle. (iii) Create and implement EHS policies and procedures specifically for the project, ensuring they align with both company standards and regulatory requirements. (iv) Will be responsible for framing and implementing Safety Plans and Procedures for standard operation across Sites; monitoring mandatory and regulatory compliance of Environment & Health at Sites; implementing & measuring EHS Performance of Contractors, and ensuring all compliances.

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9	Documentation Officer	(i) Manages project drawings, approvals, tests reports, material bills/ invoices, T & P records, administrative records, staff records, documents, ensuring accuracy, version control, and timely distribution to all parties involved, including the EPCC, consultants, etc. Key duties involve receiving, logging, and distributing contractor submittals like shop drawings, responding to information requests (RFI), and maintaining a comprehensive record of all project correspondence and approvals. (ii) The role also includes preparing documentation indices, ensuring adherence to company and contractual standards, and potentially assisting with audits and compliance. (iii) Maintaining the record & filing of all documents data, records, test reports, contract documents, BIS Codes, NOCs, approvals, registers, accounts. etc. related to the project, right from inception, till completion of DLP and Project Closure.
10	Assistant for Office documentation works	--- do---
11	Accounts Officer	(i) He / she is responsible for managing all financial and accounting aspects of the project, including processing invoices, managing payments and expenses, maintaining financial records, ensuring statutory compliance (like GST, TDS), preparing budget estimates and financial reports, reconciling accounts, and coordinating with auditors. (ii) They also ensure that all financial transactions adhere to the Best Accounting Practices, as per SBI standards, SoP and support financial decision-making processes for the PMC & EPC contract. (iii) Handle accounts payable and receivable, process invoices, and reconcile accounts to ensure accuracy. (iv) Assist in preparing for and coordinating financial audits, and follow up on audit findings and recommendations. (v) Liaise with project teams, non-finance managers, and senior management to understand financial requirements and advise on financial treatments. (vi) Ensure adherence to financial policies, procedures, and contractual terms related to the project.
12	Structural Engineer	(i) The Structural Engineer is responsible for ensuring the structural integrity, safety, and compliance of a project by performing structural analysis, design, and site supervision, while collaborating with other professionals and managing structural elements from conception to completion. (ii) Their role is crucial for getting designing structures that can withstand various loads and conditions and for overseeing construction to ensure adherence to design plans and safety standards. (iii) Shall ensure that that works matches the design and local & national building codes & regulations, supervises the construction

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		process to maintain quality & safety, solving unexpected issues, record all hidden measurements before Pour Card, compliance checks, material review and documents progress in reports & reviews. (iv) Conduct safety assessments of structures to identify potential weaknesses or deficiencies and recommend remedial actions. (v) They also witness & verify tests, manage structural aspects of project documentation. Will be responsible for reviewing and value addition for all structural designs and drawings, vendor submissions. (vi) Verifying designs and materials for the RMC (Ready-Mix Concrete) component, ensuring its proper integration into the overall structural design.
13	Quantity Surveyor	(i) Preparing preliminary cost estimates, budgets, and feasibility studies for the project. (ii) Developing Bills of Quantities (BOQ), Tender Document and other contract documents required for the tender process. (iii) Evaluating tender submissions from contractors, analysing prices, and negotiating favourable terms. (iv) Preparing estimates for variations and change orders and managing their financial impact. (v) Verifying contractor claims and progress payments, including verifying quantities and rates for work completed. (vi) Will be responsible for validation of quantities of work and arriving at Extra Items Costs Analysis etc. by working out rates. (vii) Conducting post-project reviews to analyse cost savings and identify lessons learned for future projects. (viii) Assisting in resolving contractor claims and disputes by providing expert analysis and advice. (ix) Preparing financial reports, risk management, and providing commercial/contractual advice to the client and PMC team throughout the project lifecycle.
14	MEP Engineer / Specialist	(i) The MEP Engineer reviews the architectural and structural drawings at the initial stage. They conduct feasibility studies to ensure that the proposed MEP systems will fit within the building's design and meet the project's functional requirements, energy targets, and budget. (ii) Overseeing the design, planning, installation, testing and commissioning Mechanical, Electrical, and Plumbing (MEP) systems to ensure they meet project specifications, budget, and safety standards. (iii) They have to manage the installation of building systems to ensure they are built according to design, code and schedule, while overseeing contractors, resolving technical issues, performing quality control, and maintaining site safety. (iv) Coordinate MEP systems with other disciplines, like architecture and structural engineering, to ensure compatibility and avoid conflicts within the project.

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		(v) They advise on and integrate sustainable and energy-efficient solutions to reduce operational costs and help the project comply with standards IGBC green building certifications. (vi) Conduct inspections to verify that all MEP installations meet quality standards and comply with relevant codes and regulations. (vii) They review the final operation and maintenance manuals provided by the contractor to ensure they are complete and accurate for the facility management team.
15	Consultant Sustainability and Green Building & Construction	(i) To provide expertise on designing, constructing, and operating sustainable buildings by recommending eco-friendly materials and energy-efficient technologies, conducting environmental assessments, and ensuring compliance with green building standards IGBC. (ii) Their duties span the entire project lifecycle, from early concept design through construction and beyond, involving collaboration with all stakeholders integrate design strategies, reduce water consumption, improve indoor air quality, and achieve sustainability goals, reducing carbon footprints, net zero compliance, etc. (iii) A green building consultant for IGBC certification guides a project from concept to completion by selecting appropriate rating systems, integrating sustainable design, managing documentation, and coordinating with stakeholders to ensure compliance with IGBC standards for energy and water efficiency, resource optimization, and indoor environmental quality. (iv) Their role encompasses strategy development, design integration, documentation, and acting as a liaison with the authorities to achieve project certification.
16	Billing Engineer	(i) Verifies work done, prepares payment bills, analyses quantities and rates, and ensures contract compliance for both the client and contractor. Their duties include performing site measurements, validating contractor bills, documenting project progress, and coordinating with various stakeholders to facilitate timely payments and accurate financial reporting. (ii) Supervise and manage all billing processes, its documentation, Assess and verify all bills before processing, assess POs and vendor payments, (iii) Assist and support Audit teams in verifying bills and billing procedure.
17	Contract Manager / Legal Officer	Manages the legal aspects of a project, which includes drafting and reviewing contracts, ensuring compliance with laws and regulations, conducting legal research, advising on risk management, and assisting in dispute resolution, all to protect the Bank's interests. They liaise with various internal & external departments and external counsel, and prepare reports for management. To resolve all legal, techno-legal issues.

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18	Fire Works Specialist / Disaster Management Officer	It include designing and overseeing fire safety systems, ensuring compliance with regulations, conducting risk assessments, preparing fire strategies and reports, and acting as a technical consultant to the Bank throughout the project lifecycle. They also perform inspections, provide technical support, and liaise-support with authorities to gain approval for fire-safe designs.
19	Architectural Coordinators	(i) They acts as a bridge between clients, EPC Team viz. designers & Construction teams, ensuring designs align with Bank's requirements, regulations, and project objectives from conception to handover. (ii) Their key responsibilities include design coordination, regulatory compliance, communication management, schedule and budget monitoring, site visits, and resolving design-related issues. (iii)The core goal is to facilitate the seamless and efficient execution of architectural components within the larger project framework, making sure the final built product meets all specifications and quality standards.
20	BIM Architects / Modeller's (Clash detection, coordination)	(i) It includes creating and managing intelligent, data-rich 3D models that enable enhanced visualization, improved collaboration, clash detection for risk mitigation, accurate cost and time management (4D/5D BIM), and detailed documentation for construction and operations. (ii) Further upto LOD 500 level / model in BIM has to be prepared & implemented. (iii) They need to go for clash detection and coordination by integrating design models from various disciplines to identify and resolve interferences before they occur on-site. This process prevents costly rework, minimizes project delays, reduces waste, and enhances collaboration among architects, engineers, and contractors, ultimately leading to a more efficient and cost-effective construction process.

4.2 Proposed Indicative Deployment of Personnel's by PMC as per Project Stage and their Post Qualification Experience :

(a) The following deployment of PMC's personnel for the said projects is tailored to each project stage, with distinct roles requiring varying post-qualification experience levels. The following breakdown outlines these stages and the typical personnel qualifications deployed at each stage.

(b) All personnel deployments are to be designed to match the complexity and skills needed for each stage, maximizing project success and its timely and qualitative completion.

(c) The initial deployment of personnel can be adapted and refined, ensuring the right

skills are available at the right time while maintaining cost-effectiveness and alignment with the Bank's goals.

(d) Following personnel's may be :

i. Regular Employees and/or regular Specialist Consultants of PMC.

ii. Additional personnel's to be arranged as work warrants.

iii. It is desirable that each of the Key Personnel must fulfil the following Minimum Post Qualification Experience in Relevant Field for Eligibility.

(e) The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Table below during the Currency of the Contract :

Minimum number of Personnel (indicative) to be deployed on site by PMC for the Project Works

Certain personnel listed below may not be required on a full-time basis during the stages of work specified at Sr. Nos. (i) and (iii). Accordingly, such personnel may be deployed at the Site or the Project Management Consultant's Office (PMCO) as and when work relating to their respective disciplines commences or whenever the nature and progress of the Project so require. At all other times, they may operate from their respective offices, subject to ensuring timely execution of their assigned responsibilities.

Apart from the key personnel specified, the PMC shall, at its own cost and responsibility, engage such additional specialists, experts, technical staff, or support personnel as may be necessary for proper discharge of its obligations and successful completion of the Project. The requirement of such additional personnel shall be assessed by the PMC based on project needs, statutory requirements, technical complexity, and coordination with stakeholders, and no additional fee shall be payable by the Bank on this account.

(i). Pre-Construction Phase & Post selection of EPC Contractor :

During pre-construction stage PMC may operate from their office.

S.No.	Requirement of Technical Staff			Minimum Post Qualification Experience in Relevant Field (Years)
	Designation	Qualification	No.	
1	Project Manager	B.E. / B. Tech. (Civil) with Degree in Management	1	20
2	Quality Assurance / Quality Control (Civil)	B.E. / B. Tech. (Civil) / RMC & Concrete Specialist	1	10
3	Documentation Officer	Graduate	1	7

4	Quantity Surveyor	B.E. / B. Tech. (Civil)	1	10
5	MEP Engineer / Specialist	Degree in Civil/ Electrical / Mechanical Engineering	1	7
6	Consultant Sustainability and Green Building & Construction	B. Arch./B.E. (Civil) with certification from IGBC or any reputed Institute.	1	10
7	Contract Manager / Legal Officer	LLB	1	7
8	Fire Works Specialist / Disaster Management Officer	Bachelor's in Fire and Safety Management or B.E./ B.Tech in Fire Technology and Safety Engineering	1	10
9	Total		8	

(ii). During Construction Phase :

S.No.	**Requirement of Technical Staff**			**Minimum Post Qualification Experience in Relevant Field (Years)**
	Designation	**Qualification**	**No.**	
1	Project Manager	B.E. / B. Tech. (Civil) with Degree in Management	1	20
2	Resident Engineer-(Civil)	B.E. / B. Tech. (Civil)	2	15
3	Quality Assurance / Quality Control (Civil)	B.E. / B. Tech. (Civil) / RMC & Concrete Specialist	4	10
4	Quality Assurance / Quality Control (Electrical & Fire)	B.E. / B. Tech. (Electrical)	1	10
5	Planning and Scheduling Engineer	B.E. / B. Tech (Construction Management) or B.E. / B. Tech. (Civil) with Certificate / Diploma Course in Construction / Project Management.	1	10
6	Construction Engineer (Execution of Works)			
	a) Civil Engineer	B.E. / B. Tech. (Civil)	6	10
	b) Electrical Engineer	B.E. / B. Tech. (Electrical)	1	10
	c) Mechanical Engineer	B.E. / B. Tech (Mechanical)	1	10

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7	Safety Officers for EHS works	Degree in Engineering, specifically in Safety Engineering.	3	10
8	Documentation Officer	Graduate	2	7
9	Assistant for Office documentation works	B.Com / BBA	1	2
10	Accounts Officer	B. Com	1	5
11	Structural Engineer	M.E. / M. Tech. (Structural Engg.)	1	7
12	MEP Engineer / Specialist	Degree in Civil/ Electrical / Mechanical Engineering	2	7
13	Consultant Sustainability and Green Building & Construction	B. Arch./B.E. (Civil) with certification from IGBC or any reputed Institute in Sustainability / Green Building Works / Environment Engg.	1	10
14	Billing Engineer / Quantity Surveyor	B.E. / B. Tech. (Civil)	2	10
		B.E. / B. Tech. (Electrical)	1	7
15	Contract Manager / Legal Officer	LLB	1	7
16	Fire Works Specialist / Disaster Management Officer	Bachelor's in Fire and Safety Management or B.E./ B.Tech in Fire Technology and Safety Engineering	1	10
17	Architectural Coordinators	B.Arch.	1	10
18	BIM/3D Modeller's (Clash detection, coordination)	BIM Professional	1	5
19	Total		35	

(iii). Post-Construction Phase : (Personnel's may be phased out as per closure of different aspects of works, after Bank's approval).

S.No.	**Requirement of Technical Staff**			**Minimum Post Qualification Experience in Relevant Field (Years)**
	Designation	**Qualification**	**No.**	
1	Project Manager	B.E. / B. Tech. (Civil) with Degree in Management	1	20
2	Resident Engineer-(Civil)	B.E. / B. Tech. (Civil)	1	15

Sign & Stamp of PMC's Authorized Signatory/Applicant

3	Resident Engineer (Electrical & Fire)	B.E. / B. Tech. (Electrical)	1	15
4	Construction Engineer (Execution of Works)			
	a) Civil Engineer	B.E. / B. Tech. (Civil)	1	10
	b) Electrical Engineer	B.E. / B. Tech. (Electrical)	1	10
5	Documentation Officer	Graduate	1	7
6	Assistant for Office documentation works	B.Com / BBA	1	2
7	Contract Manager / Legal Officer	LLB	1	7
8	Total		8	

iv). Defect Liability Period (DLP) :

1. During the Defect Liability Period (DLP), the PMC shall deploy at the Project site a minimum of two (2) full-time Civil Engineers and two (2) full-time Electrical Engineers, each possessing a Degree or Diploma in the relevant discipline from a recognized institution. The personnel shall be deployed in an appropriate hierarchical structure and shall be responsible for monitoring, supervising, and ensuring timely identification and rectification of defects during the Defects Liability Period. The PMC shall carry out periodic inspections, maintain a defect register, ensure compliance by the contractor(s) in rectifying such defects within the stipulated time, coordinate with the contractor(s) and the Bank, and submit periodic inspection and compliance reports to the Bank.

2. Visit-Based Deployment During DLP :

Deployment of other engineers, specialists, and support personnel during the DLP may be on a visit-based basis, as deemed necessary by the PMC or as directed by the Bank, for inspection, verification, certification of rectification works, and overall monitoring until the completion of the Defect Liability Period.

3. Responsibility of PMC :

The PMC shall remain fully responsible for adequate staffing, effective supervision, and proper discharge of all services during all stages of the Project, including the DLP, and no claim for additional payment shall be entertained on account of manpower deployment beyond the provisions of the Contract, as per the requirements of the Project/ Works.

4.3 PMC to follow and ensure following Points (Indicative) :

i) All above professional personnel to have experience in similar type of project as mentioned

above post completion of educational qualifications.

ii) Candidate with experience close to Indicative Duties & Responsibilities given under the Clause 4 – 'Availability and Deployment of Key Personnel's for Project', under section SWS of this RFP, shall be preferred.

iii) Project Manager should not preferably be changed till the contract period is over & he should be deployed from the first day of the execution of contract (until and unless advised by the Bank for change).

iv) The manpower proposed to be deployed on a full-time basis on site for proper and effective implementation of the Project.

v) These deployments to be inconsonance with the CVs of manpower (for min. requirement desired by Bank & any additional in case the prospective bidder feels necessary) presented at the time of presentation. However, the request for replacement can be considered only in case of exceptional/ unforeseen circumstances & with the prior approval of the Bank.

vi) If any discrepancy found at any point of time between the CV presented & actual deployment, the personnel has to be replaced immediately.

vii) Bank reserves the right to take interview of the aforesaid manpower before/ during actual deployment and can reject & demand replacement. Even during the course of the Project, if the ''performance, conduct, comprehending & adhering to the RFP terms & conditions / Project Work'', of the personnel is not found satisfactory, then the manpower/ personnel have to be replaced, if advised by the Bank. In this regard decision of the Bank will be final and binding on the PMC.

viii) Bank's Right to Object :

The Bank shall have the right to object to and require the PMC to remove from the Site any person deployed by the PMC who, in the opinion of the Bank or its Engineer, is guilty of misconduct, is negligent or incompetent in the discharge of duties, or whose presence on Site is otherwise considered undesirable. Such person shall be removed forthwith and shall not be permitted to return to the Site without the prior written consent of the Bank. The PMC shall immediately provide a suitable replacement for any person removed under this clause.

ix) For any absenteeism (above 3 working days, without intimation), of the aforesaid respective manpower during the execution of the contract period, Bank reserves the right to take penal action or actioned deemed fit (as decided by the competent authority) on the PMC.

x) The PMC may give leave to their employees as per their Company policies. However, for longer or critical leave (5 days & above), the PMC has to develop a plan for how the absentee employee's duties & responsibilities will be addressed during their absence, along with their "Reliever' arrangements. No extra payment shall be made for the "Reliever".

xi) Decision of Bank in regarding key and/or any personnel's of the PMC, will be final and binding on the PMC.

5. Hierarchy of Verification for Bills, Measurements, Tests, Reports, Quality Checks, etc. for the entire Project :

S.No.	Designation	Extent of Verification	Responsibility / Scope
i	Billing Engineer / QA–QC Engineer	100%	Detailed verification of bills, measurements, test reports, quality checks, materials (including RMC), etc.
ii	Execution Engineer (Construction / MEP / Other Discipline)	100%	Cross-check of discipline-related works, tests, on site works as RFI, check-list, etc. for accuracy and compliance.
iii	Resident Engineer	10%	Random verification to ensure adherence to specifications, standards, and procedures.
iv	Project Manager	3%	High-level random checks for overall quality, reliability, and compliance.

6. PMC shall submit organization chart along with details of Project Managers, Engineers and all key personnels, staff engaged for the said Project. It shall be ensured that all decision-making powers shall be available to the representatives of the PMC at Navi Mumbai itself to avoid any likely delays on this account.

7. General Points to be meticulously followed, ensured, implemented, complied by PMC with due diligence :

i) All designs, drawings, detailed engineering, calculations, and compliance with applicable codal provisions pertaining to all internal and external services—including electrical, LT, HT, HVAC/air-conditioning, plumbing, water supply, lifts/elevators, firefighting systems, horticulture, EPABX/networking, Building Management System (BMS), investigation reports, reduced levels (RLs), RCC structural designs, architectural drawings & designs including its detailing, EHS, Labour Laws, green certifications, net zero, sustainability, and all other related components of the Project—although submitted by the EPCC Contractor, shall be duly scrutinized, reviewed, verified, certified and, wherever required, to be revised and certified by the PMC prior to execution. All GFCs are to be certified by PMC before execution & to be supervised for all compliances during execution.

ii) Further, while the responsibility for detailed design adequacy, technical soundness, statutory compliance, performance, workmanship, and execution shall rest solely with the EPCC Contractor, the PMC shall review, monitor, supervise, verify, and certify that the works are executed in accordance with the approved drawings, Employer's requirements, applicable codes and standards, statutory & regulatory norms and compliances, and contractual provisions, and that all necessary records, compliances and documentation are properly maintained.

iii) The various Chapters and Clauses of this RFP shall be read together and construed as mutually explanatory of one another, and shall not be interpreted in isolation.

vi) The PMC shall be guided strictly by the provisions of the RFP.

v) The PMC shall be responsible for identifying, preventing, and addressing construction defects, design defects, design deficiencies, performance issues of contractors, procurement delays, and deficiencies in performance of completed works and installed systems. The PMC shall exercise due diligence to ensure that such issues do not occur in the Project.

vi) For the entire Project, the PMC shall review, scrutinize, verify, endorse, validate, and certify compliance of all designs, drawings, calculations, processes, methodologies, tests, NOCs, statutory approvals, works, Environmental Health & Safety (EHS) provisions, and related submissions - submitted, executed by the EPC Contractor(s), with:

Requirements of all applicable Statutory and Regulatory Authorities;
Applicable design codes, standards, and technical specifications;
Rules, regulations, and directions issued by Competent Authorities;
Guidelines and directives issued by the Bank; and
Guidelines issued by the Central Vigilance Commission (CVC) and Chief Technical Examiner (CTE).

The PMC shall ensure that all works are carried out strictly in accordance with the approved designs and statutory requirements and that all requisite documentation, records, approvals, certifications, test reports, and compliance statements are properly obtained, verified, maintained, and archived for audit and vigilance purposes.

The PMC shall be fully responsible for ensuring complete statutory, technical, contractual, and regulatory compliance of itself and the EPCC, throughout the Project lifecycle.

vii) Although the works are executed by the EPCC Contractor, the liability for any failure, rework, mismanagement, deficiencies in processes, non-compliances, lapses in design and its coordination and management, and/or inadequate supervision, shall rest with the PMC also, as per the terms of the Contract.

viii) The PMC shall provide all necessary technical and statutory responses, clarifications, engineering decisions, and project-related legal inputs as required for proper execution of the Project to all the Stakeholders. Validation, certification, and compliance pertaining to all technical audits, statutory inspections, arbitrations, court cases and CVC,CTE requirements, which shall be the primary responsibility of the PMC.

ix) The PMC shall not act merely as a reviewer or coordinator but shall be fully responsible and accountable for all processes, stages and phases of the works and the Project, from inception through execution, commissioning, successful handing over to the Bank and thereafter till the successful closure of the Project.

x) The PMC shall assume overall ownership & responsibilities of the Project and shall be accountable for all works, designs,processes, statutory regulations, compliances & its approvals, contractual obligations, performance standards, and related deliverables associated with the Project.

xi) The PMC shall act on behalf of the Bank at all times safeguarding the Bank's interests, ensuring strict adherence to contractual provisions, statutory requirements, quality standards, timelines and project objectives.

xii) In the event the PMC proposes to engage any Associate for the Project, which shall be within their own quoted fee, the PMC shall submit the credentials, well in advance, of at least three (3) eligible firms possessing qualifications and experience at par with the prescribed standards of this Project. Based on the evaluation of the submitted credentials, the Bank shall review and approve one agency for association with the PMC, subject to such firm meeting the requisite qualification criteria and demonstrating satisfactory performance capability. No associate shall be engaged without the prior written approval of the Bank, after the project gets commenced.

Any associate so engaged by PMC, shall be replaceable, at the discretion of the Bank, and the decision of the Bank in this regard shall be final and binding on the PMC. Notwithstanding such approval, the PMC shall remain fully and solely responsible for all acts, omissions, commissions, services, deliverables, performance, and obligations of all the associates engaged by it, as if the same were carried out directly by the PMC.

xiii) The Work shall be executed in accordance with the true intent and meaning of the various Chapters of the RFP, the SLA, all Annexures and all Corrigenda, which shall be read together as a whole, irrespective of whether specific provisions or items of work are expressly described therein, provided that such works can be reasonably inferred as necessary for the proper and complete execution of the Project. The various Chapters and Clauses of this RFP, Corrigenda shall be read together and construed as mutually explanatory of one another, and shall not be interpreted in isolation.

xiv) It is expressly understood that certain incidental, ancillary, or supplementary works, though not specifically mentioned in the Scope of Work or tender documents, may be required to achieve completion of the Project in all respects. All such incidental and ancillary works necessary for the satisfactory completion, statutory compliance, operational readiness, and performance of the Project shall be deemed to have been included in the rates quoted by the PMC Applicant.

No claim for extra cost, compensation, or adjustment of rates shall be entertained on account of variations in quantities, incidental or ancillary works, statutory and regulatory compliances, adherence to codal provisions, third-party inspections/checks and advisory inputs, revisions, re-designing, re-work, rectifications, re-submissions, extended time, extended supervision, specialized works and/or designs and/or any other requirements necessary for completion of the Project in accordance with the Contract.

xv) Any change, modification, revision, or alteration in the scope of work or services during the course of the Project shall be treated as part of the PMC's scope of services. Such changes may arise due to statutory or regulatory requirements, site conditions, design or engineering constraints, material considerations, change in usage, directions of the Bank, change of rules & regulations, changes in government laws & policies or other project-related needs.

xvi) Accordingly, the PMC shall carry out such changes, revisions, or modifications within the quoted fee, and no additional fee or compensation shall be payable, as clarified elsewhere in the RFP & its Corrigenda.

xvii) **Non-Abdication of Responsibility :**

Notwithstanding that many activities, works, or obligations may be carried out by the EPC Contractor, consultants, vendors, statutory authorities, or any other agencies involved in the Project, the overall responsibility for coordination, monitoring, due diligence, review, verification, certification, and reporting to the Bank shall remain with the PMC in accordance with the scope of works and services under the Contract.
The PMC shall not be relieved or discharged from its responsibilities on the grounds that such activities are to be performed by the EPC Contractor and/or other agencies. The PMC shall ensure that all such parties perform their respective obligations in accordance with the provisions of the Contract, applicable standards, within approved cost and the approved project schedule.

8. DESIGN RESPONSIBILITY AND COMPLIANCE FRAMEWORK :

8.1 Overall Compliance Responsibility of PMC :

The PMC shall review, scrutinize, verify, validate, and certify all designs, drawings, calculations, methodologies, technical submissions, tests, NOCs, statutory approvals, EHS provisions, product data sheets, samples, works, and related documentation submitted or executed by the EPCC and/or other agencies throughout the Project.

The PMC shall ensure compliance with:
i. Employer's Requirements and Project Specifications;
ii. Applicable codes, standards, and good engineering practices;
iii. Requirements of all statutory and regulatory authorities;
iv. Applicable laws, rules, regulations, and statutory provisions;
v. Directions, guidelines, and instructions issued by the Bank;
vi. CVC/CTE guidelines;
vii. Requirements arising from third-party inspections and audits; and
viii. Inter-disciplinary coordination and integration.

The PMC shall ensure that all approvals, records, test reports, certifications, compliance statements, and supporting documents are properly obtained, verified, maintained, and archived for statutory, audit, and vigilance purposes.

8.2 Design Review, Adequacy and Independent Technical Review :

The PMC shall carry out a detailed technical, statutory, and techno-legal review of all designs, calculations, drawings, methodologies, tests, and related submissions made by the EPCC to ensure:
i. Design adequacy and technical soundness;
ii. Structural safety, stability, serviceability, and durability;
iii. Functional performance and operational suitability;
iv. Compliance with statutory requirements; and
v. Proper interdisciplinary coordination and integration.

The PMC shall act as an independent technical reviewer and its review shall involve substantive engineering scrutiny and shall not be limited to document verification.
Where any deficiency, inconsistency, non-compliance, inadequacy, or coordination gap is identified, the PMC shall direct the EPCC to revise, redesign, rectify, or re-execute the concerned work, as applicable, and shall review and certify the revised submission before implementation.

8.3 Design Modifications and Change Management :

The PMC shall identify, initiate, review, supervise, monitor, and certify all modifications required during the Project and ensure their timely redesign, statutory submissions, approvals, and execution through the EPCC.

Such modifications may arise due to:

i. Project requirements or functional improvements;
ii. Design deficiencies, defects, failures, or underperformance;
iii. Value engineering or optimization;
iv. Changes in applicable laws, codes, rules, regulations, or statutory requirements;
v. Directions or observations of statutory authorities;
vi. Third-party inspections, audits, or technical reviews;
vii. Directions of the Bank; or
viii. Any other requirement affecting safety, quality, compliance, functionality, operability, or long-term reliability.

The PMC shall ensure that all such modifications are implemented by the EPCC within the stipulated timeframe, without compromising safety, quality, statutory compliance, or Project objectives, and without any additional cost to the Bank.

8.4 Responsibility and Accountability :

The EPCC shall remain fully and exclusively responsible for design adequacy, statutory compliance, structural safety, performance, and all associated liabilities, and such responsibility shall not be diluted by any review, comments, recommendations, supervision, or certification by the PMC.

The PMC shall, however, remain professionally responsible for the adequacy and diligence of its review, scrutiny, validation, coordination, and certification under this Contract. Failure to identify any reasonably detectable technical deficiency, non-compliance, design inconsistency, coordination issue, or statutory non-conformity during professional review shall constitute a deficiency in the PMC's services.

The PMC shall ensure that only technically adequate, fully coordinated, statutory-compliant, and contract-compliant designs and works are certified for implementation, execution, and payment.

8.5. PMC to Issue Certified GFC Drawings :

Upon completion of the detailed review, verification, statutory scrutiny, inter-disciplinary coordination, compliance validation, and incorporation of all required modifications, the PMC shall ensure that all finalized designs, drawings, calculations, technical specifications, execution methodologies, shop drawings, detailed working drawings, and coordinated service drawings are issued only as Certified “Good for Construction” (GFC)” documents.

i) The drawings should bears proper version control, revision history, date, and certification endorsement.

ii) The PMC shall certify GFC drawings only after ensuring completeness, constructability, safety, statutory compliance, and technical adequacy.

No work shall commence at site unless based on duly certified GFC drawings. Any work executed without approved GFC drawings shall be treated as unauthorized.

iii) The PMC shall maintain a controlled GFC Register indicating drawing number, revision number, date of issue, discipline, approval references, and distribution details. Superseded drawings shall be clearly marked as “Cancelled / Superseded” and withdrawn from circulation.

9. STATUTORY COMPLIANCE MANAGEMENT & APPROVAL TRACKING :

9.1 Statutory Compliance Matrix :

The PMC shall prepare, maintain, and periodically update a comprehensive **Statutory Compliance Matrix** covering the entire Project lifecycle from planning to completion, handover, and closure.

The Matrix shall include, at a minimum:
i. All statutory approvals, sanctions, clearances, consents, NOCs, licences, registrations, FSI/TDR approvals, Commencement Certificate(s) (CC), Completion Certificate, Occupancy Certificate (OC), Environmental, Fire, MPCB, AAI, CIDCO, NMMC, utility and other approvals, including renewals, required for the Project;
ii. Concerned authority and applicable Acts, Rules, Regulations, DCRs, codes and standards;
iii. Approval conditions and stage-wise applicability;
iv. Responsible stakeholder (EPCC/Consultant/Vendor);
v. Submission date, approval timeline and status (Applied/Under Review/Approved/Rejected/Resubmission);
vi. Compliance with approval conditions, validity, renewal requirements; and
vii. Closure status supported by documentary evidence.

9.2 Statutory Authorities :

The Compliance Matrix shall cover approvals from all applicable authorities, including but not limited to:

i. Navi Mumbai Municipal Corporation (NMMC);
ii. City and Industrial Development Corporation (CIDCO);
iii. Maharashtra Pollution Control Board (MPCB);
iv. Environmental Committees / State Environment Impact Assessment Authority (if applicable);
v. Fire Department;
vi. Electrical Inspectorate;
vii. Labour Department;
viii. Factory Inspectorate;
ix. Airport Authority of India / Dept. of Civil Aviation;
x. Water Supply and Sewerage Authorities;
xi. Traffic Dept.,
xii. Various Utilities Dept.,
xiii. Electrical Dept., as MSEB, MSEDCL, etc.
xiv. Any other statutory, regulatory, municipal, development, environmental, safety, or utility authority having jurisdiction over the Project.

The above list is indicative and not exhaustive. The PMC shall identify and include any additional approvals required during the Project.

9.3 Monitoring, Tracking and Reporting :

The PMC shall establish and maintain a live digital approval tracker and shall:

i. Monitor all statutory submissions and ensure timely filing by the EPCC;
ii. Review submissions for completeness and compliance before filing;
iii. Track queries, observations, approval conditions and resubmissions;
iv. Promptly escalate delays, risks or likely rejections to the Employer with mitigation measures;
v. Ensure that no activity requiring prior statutory approval is undertaken without such approval; and
vi. Ensure compliance with all approval conditions and maintain supporting records.

The PMC shall submit a **Monthly Statutory Compliance Report** indicating:
i. Approvals obtained;
ii. Pending approvals beyond prescribed timelines;
iii. Key risks and bottlenecks;
iv. Regulatory changes affecting the Project; and
v. Employer actions, if any.

9.4 Regulatory Changes :
The PMC shall continuously monitor changes in applicable laws, regulations, notifications, codes and statutory requirements affecting the Project and shall:
i. Assess their impact;
ii. Recommend necessary design or execution changes;
iii. Ensure statutory resubmissions through the EPCC, wherever required; and
iv. Update the Statutory Compliance Matrix accordingly.

9.5 Accountability :
Unless otherwise specified, obtaining statutory approvals and liaison with authorities shall remain the responsibility of the EPCC.

The PMC shall, however, be responsible for:
i. Ensuring the completeness and technical adequacy of all statutory submissions;
ii. Monitoring and ensuring statutory compliance throughout the Project;
iii. Ensuring that no payment, commissioning, completion or handover certification is issued without the requisite statutory approvals; and
iv. Certifying overall statutory compliance prior to Project completion and closure.
Failure by the PMC to maintain, monitor or ensure statutory compliance in a timely and professional manner shall constitute a **deficiency in services** under this Contract.

10. Compensation in case of Delay During Construction Phase :

The total duration of the Project shall be (9 + 54) months, and the Defect Liability Period (DLP) of two (2) years or two full monsoons, whichever is later, in accordance with the provisions of the RFP and its Corrigendum.

Phase–I (Pre-Construction Phase – 9 Months):
The first phase of nine (9) months is allocated to the Project Management Consultant (PMC) for carrying out its scope of works and services including, but not limited to, planning & design, project planning, design coordination, preparation of tender documents, technical reviews, statutory interface, and all other activities required prior to commencement of construction, in accordance with the provisions of the RFP and its Corrigendum.

Phase–II (Construction Phase – 54 Months):
The second phase of fifty-four (54) months is allocated to the PMC and also to the EPC Contractor to execute and complete the entire Project including detailed designs & services, all construction works, procurement, testing, commissioning, obtaining all statutory approvals, permissions, No-Objection Certificates (NOCs), Occupancy Certificate (OC), and successful completion and handing over of the Project to the Bank, as defined in the EPC contract and scope of works & services.

Phase–III (Defect Liability Period): (two years or two full monsoons)
Upon successful completion and handing over of the Project to the Bank, the Defect Liability Period (DLP) shall commence and shall continue for two (2) years or two full monsoons, whichever is later, in accordance with the provisions of the RFP and its Corrigendum, wherein both PMC & EPCC have to work jointly.
For the execution of the Project, the PMC shall deploy and maintain adequate manpower, technical experts, supervisory staff, and project management resources for the entire duration of the Project.

In the event of any delay in completion of any works, activities, statutory approvals, NOCs, Occupancy Certificate, or any other project-related requirement, and/or where extension of time (EOT) is granted for completion of the Project in any phase, with or without levy of Liquidated Damages, and for whatsoever reason, the PMC shall not be entitled to any additional fee, compensation, escalation, reimbursement, or adjustment of rates from the Bank, nor shall any claim be entertained on account of such delay or extension, whether attributable to the PMC, EPC Contractor, the Bank, statutory authorities, or any other stakeholder.

The PMC shall deploy and manage its resources in a prudent and efficient manner to ensure optimum utilization of manpower and project management resources particularly during Phase-I and Phase-III, which are substantially within the PMC's scope & within its control.

However, during Phase-II (Construction Phase), the PMC's supervision, monitoring, and coordination functions shall necessarily depend upon the progress, performance, and contractual compliance of the EPC Contractor.

Accordingly, **if the Project duration extends beyond the stipulated 54 months** due to delays attributable to the EPC Contractor, the PMC shall be entitled to recover compensation for the extended period from the EPC Contractor's interim and/or final bills, without any financial liability on the Bank.

Such compensation shall be calculated on a monthly basis, at the rate of 0.30% (zero point three zero percent) on the total quoted PMC fee, towards expenses incurred by the PMC for deployment of its resources, for extended duration, including, but not limited to:

- project management personnel
- site supervision staff
- technical consultants
- office establishment and administrative costs
- coordination and monitoring activities
- other associated project management services required for continued supervision of the Project.

Such recovery shall continue for the entire duration of delay beyond the stipulated 54 months, until the date of successful completion and formal handing over of the Project by the EPC Contractor to the Bank.

The Bank shall be entitled to deduct such compensation amounts directly from the EPC Contractor's running account bills, milestone payments, retention money, or any other payments due or becoming due to the EPC Contractor and release the same towards the PMC for the extended supervision period.
(The PMC shall incorporate appropriate and enforceable provisions in the EPC Contract/RFP to ensure their compliances with various requirements of the Project by the EPCC).

However, in the event the delay beyond the stipulated 54 months is determined to be due to reasons not attributable to the EPC Contractor, including but not limited to changes initiated by the Bank, force majeure events, statutory delays, or other external factors beyond the control of the EPC Contractor, the PMC shall continue to deploy the necessary resources required for the Project within the quoted PMC fee, and no additional compensation shall be payable by the Bank for such extended duration.

Accordingly, the PMC shall ensure that appropriate legally binding provisions are incorporated in the EPC tender documents, General Conditions of Contract (GCC), and Special Conditions of Contract (SCC) to provide for recovery of the above-mentioned compensation from the EPC Contractor in case of delays attributable to the EPC Contractor.

11. MATERIAL SAMPLE APPROVAL, MOCK-UPS, SAMPLE FLATS & QUALITY CONTROL :

In accordance with the approved Quality Assurance Plan (QAP), QA/QC Framework, Technical Specifications and Contract Documents, the PMC shall establish, monitor and administer the quality approval process for all materials and works executed by the EPCC, including, but not limited to:
i. Master Quality Control Framework;
ii. Material Sample Approval;
iii. Mock-ups / Prototypes;
iv. Sample Flats / Model Units;
v. Storage of Approved Samples;
vi. First-of-Its-Kind (FOIK) Approval;
vii. No Deemed Approval; and
viii. Right to Open, Test and Audit Works.

11.1 Master Quality Control Framework :

The PMC shall ensure that the EPCC executes all works strictly in accordance with the approved QAP, QA/QC procedures, contract specifications, approved drawings, material samples, mock-ups, sample flats, FOIK installations, applicable codes, standards and statutory requirements.

The PMC shall establish, monitor and certify the quality control system adopted by the EPCC and ensure that no bulk procurement, installation or repetitive execution is undertaken unless the relevant material samples, mock-ups, sample flats and FOIK installations have been approved by the Bank, wherever such approval is required.

The PMC shall ensure that all executed works conform to the approved samples, mock-ups, FOIK installations, drawings and specifications, which shall constitute the quality benchmark for the Project.

The PMC shall inspect, review and recommend acceptance or rejection of materials, equipment and works and shall direct the EPCC to remove, replace or rectify any defective or non-compliant work at its own cost without affecting the Project schedule.
The PMC shall maintain and verify all quality records, inspection reports, test certificates and approvals throughout the Project.

Review or certification by the PMC shall not relieve the EPCC of its contractual responsibilities, nor shall Bank approval diminish the PMC's professional responsibility under this Contract.

11.2 Material Sample Approval :
The PMC shall ensure that all materials proposed by the EPCC, including civil, architectural, interior, MEP, fire protection, security and finishing materials, are submitted to the Bank for approval before procurement or installation.

The PMC shall:
i. Submit material samples at least **45 days** before procurement;
ii. Ensure submission of not less than **three identical physical samples** for each material, together with complete technical documentation including manufacturer details, product data sheets, dimensions, finishes, applicable standards, test certificates and proposed applications;
iii. Provide its technical evaluation and recommendation regarding suitability, compliance and performance; and
iv. Ensure timely resubmission of revised or alternative samples wherever required.
The PMC shall ensure that only Bank-approved materials are procured and installed and that all bulk supplies conform to the approved samples in every respect.

11.3 Mock-ups / Prototypes :
The PMC shall identify all works requiring mock-ups or prototypes and shall ensure that the EPCC constructs them before commencement of large-scale execution.

The PMC shall provide its technical evaluation and recommendation regarding Mock-ups / Prototypes suitability, compliance and performance; and

The PMC shall review the mock-ups and ensure timely resubmission of revised or alternative samples wherever required and shall permit subsequent execution only after formal approval by the Bank.

The PMC shall ensure that the approved mock-ups are adopted as the quality benchmark for similar works throughout the Project.

11.4 Sample Flats / Model Units :
Where applicable, the PMC shall identify the categories of sample flats or model units required and ensure that the EPCC constructs fully completed sample units before commencement of repetitive finishing works.

The PMC shall obtain Bank approval and ensure that the approved sample units are followed as the reference standard for workmanship, finishes, materials and installations.
Any deviation shall require prior approval of the Bank through the PMC.

11.5 Storage of Approved Samples :
The PMC shall catalogue, label, securely preserve and maintain all approved material samples together with supporting records throughout the Project.

Upon Project completion, the PMC shall hand over all approved samples and associated documentation to the Bank.

11.6 First-of-Its-Kind (FOIK) Approval :
The PMC shall identify all major repetitive works requiring FOIK approval and ensure that the EPCC completes one full installation of each such work before repetitive execution.

The PMC shall review the FOIK installation jointly with the Bank and shall permit further execution only after formal approval.

Where deficiencies are observed, the PMC shall direct the EPCC to rectify or reconstruct the FOIK installation until it complies with the Contract requirements.

The PMC shall ensure that approved FOIK installations are adopted as the quality benchmark for subsequent works.

11.7 No Deemed Approval :
The PMC shall ensure that no drawings, material samples, mock-ups, FOIK installations, documents or works are treated as approved merely because of lapse of time or absence of comments.

The PMC shall ensure that the EPCC does not commence procurement, fabrication or execution requiring approval unless written approval has been issued by the Bank, wherever required under the Contract.

The PMC shall immediately report any unauthorized procurement or execution to the Bank and recommend appropriate corrective action.

Further, any review, comments, or approval given by the PMC and/or the Bank shall be limited to verifying general compliance with the contract requirements, and such review or approval shall not relieve the PMC and the EPC Contractor of its responsibility for correctness, completeness, quality, performance, statutory & regulatory requirements, CVC/CTE requirements and compliance with all contract specifications, codes, and standards.

11.8 Right to Open, Test and Audit Works :
The PMC shall conduct periodic inspections and quality audits and shall recommend that the Bank inspect, test, uncover or dismantle any work where non-compliance is suspected.

The PMC shall ensure that the EPCC provides all necessary access, labour, equipment and assistance for such inspections and reinstates the works after inspection.

Where any work is found to be defective or non-compliant, the PMC shall ensure and direct the EPCC to rectify, replace or reconstruct the affected work, including reinstatement of surrounding areas, at no additional cost to the Bank.

The PMC shall maintain complete records of all inspections, tests, non-conformities, corrective actions and closures.

The PMC's inspection, review or certification shall not diminish its professional responsibility to ensure quality compliance, nor shall it relieve the EPCC of its contractual obligations.

Such inspection, testing, or audit of works by the Bank shall not relieve the PMC and the EPCC of its full responsibility for the quality, performance, and compliance of the works with the contract specifications and applicable standards.

12. PMC'S OTHER DUTIES & RESPONSIBILITIES :

12.1 Responsibility for Structuring EPC Contract Documents:

The PMC shall prepare and structure the EPC RFP/Tender Documents, including the General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Technical Specifications, BOQ and other contract documents, ensuring that they comprehensively define and contractually bind the EPC Contractor to perform all works, services, statutory compliances, quality requirements, EHS obligations, technical standards, workmanship, testing, commissioning, documentation and other responsibilities necessary for successful execution of the Project.

The PMC shall incorporate appropriate contractual provisions, procedures, quality control mechanisms, risk mitigation measures, and monitoring systems to facilitate effective implementation, supervision and enforcement of the EPC Contract.
The EPC Tender Documents shall be aligned with the Bank's Standard Agreement, applicable laws, CVC/CTE guidelines, engineering codes, statutory requirements, industry best practices and standards applicable to projects of similar scale and complexity.

12.2 Comprehensive EPC Contract Framework :

The PMC shall ensure that the EPC Contract comprehensively covers all works, activities, obligations, technical requirements, quality standards, statutory compliances, testing, commissioning, documentation, performance criteria and procedures necessary for successful completion of the Project.

The PMC shall identify and incorporate all contractual provisions, safeguards and implementation mechanisms required for proper execution of the Project.
Any provision reasonably necessary for achieving the Project objectives, though not expressly specified elsewhere, shall be deemed to form part of the PMC's responsibility while preparing the EPC Contract documents.

12.3 Administration of EPC Contract:

The PMC shall ensure strict enforcement of the EPC Contractor's contractual obligations, technical specifications, quality standards, statutory requirements and performance commitments throughout the Project.

The PMC shall not recommend or permit any waiver, dilution, relaxation or modification of the EPC Contractor's contractual obligations without the Bank's prior written approval.

Any proposal involving change in scope, specifications, materials, methodology or procedures shall be submitted to the Bank with detailed technical justification, impact assessment and recommendations for approval before implementation.

Any review, recommendation or certification by the PMC, or approval by the Bank, shall not diminish the professional responsibilities of the PMC or the contractual obligations of the EPC Contractor.

12.4 Professional Duty of Care:

The PMC shall perform all services with the highest degree of professional skill, care, diligence and efficiency in accordance with accepted engineering practices and standards applicable to projects of similar nature and complexity.

The PMC shall independently scrutinize, review, verify, coordinate, supervise and certify the designs, submissions and works executed by the EPC Contractor and ensure compliance with approved drawings, contract specifications, statutory requirements, applicable codes, quality standards and EHS requirements.

The PMC shall promptly identify, report and recommend corrective measures for any deviation, deficiency, non-compliance, coordination issue or risk affecting the Project and shall monitor timely implementation of corrective actions by the EPC Contractor.

The PMC shall remain professionally responsible for the adequacy, correctness and diligence exercised in carrying out its review, supervision, certification and contract administration functions.

Any review, approval, recommendation, certification, or inspection carried out by the PMC shall be undertaken in the capacity of a professional consultant acting on behalf of the Bank, and the PMC shall remain professionally responsible for the correctness, adequacy, and due diligence exercised in performing such functions.

Nothing contained in this clause shall be construed as relieving the EPC Contractor of its full responsibility for execution of the works, nor shall it absolve and/or diminish the PMC of its professional responsibility for exercising proper supervision, review, and certification of the works in accordance with the contract provisions.

The PMC owes an independent professional duty of care to the Bank while performing all Services under this Contract and shall remain responsible for errors, omissions, negligence, lack of coordination, inadequate supervision or improper certification irrespective of any approval accorded by the Bank.

12.5) Professional Indemnity Insurance Cover :

The Project Management Consultant (PMC) shall, at its own cost and expense, obtain and maintain Professional Indemnity Insurance covering errors, omissions, negligence, breach of professional duty, or failure in performance of professional services in connection with the Project.

The Professional Indemnity Insurance shall be obtained from a reputed insurance company authorized to operate in India and shall be maintained for an adequate coverage amount commensurate with the scale and value of the Project, as specified in the contract or as directed by the Bank. The said cover shall be equal to an amount equal to the total fee payable to the PMC under the Contract.

The insurance policy shall remain valid throughout the duration of the Project and for a minimum period of six months after Closure of the Project, or such extended period as may be required under applicable laws or contract provisions.

The PMC shall submit to the Bank copies of the insurance policy and proof of premium payment, and shall ensure that the policy is kept valid and renewed without interruption during the required coverage period.

12.6) **Processing of RA Bills :**

The PMC shall maintain, verify, and certify all records forming the basis of payment, including Measurement Books (MBs), Level Books, test registers, quality assurance and quality control records, material-at-site (MAS) records, inspection reports, checklists, deviation statements, site order books, hindrance registers, and other contract records, and shall be responsible for their accuracy and completeness.

The PMC shall ensure that every Running Account (RA) Bill submitted by the EPCC is duly supported by vetted & certified - recorded measurements, pour cards, material test reports, quality control records, material reconciliation statements, secured advance records, statutory and regulatory compliances, EHS records, approvals, certifications, and all other documents required under the Contract, and the approved Quality Assurance Plan (QAP).

Before recommending any RA Bill for payment, the PMC shall verify the executed quantities, measurements, materials brought to site, test results, quality records, contractual and statutory compliances, and all supporting documentation. No bill shall be certified unless the PMC is satisfied that the work has been executed in accordance with the Contract, approved drawings, specifications, statutory & regulatory compliances, relevant codes and standards, and all statutory requirements.

The PMC shall certify that all requisite measurements, inspections, tests, records, approvals and documentation have been duly completed, verified and recorded prior to recommending any payment to the Bank.

13. METHODOLOGY FOR DETERMINING DELAY ATTRIBUTABLE TO THE PMC :

13.1 General :

Delay attributable to the PMC shall be assessed with reference to its obligations, deliverables, responsibilities, and timelines under the RFP, the Agreement, the approved Project Schedule, and the directions issued by the Bank.

The PMC shall prepare and submit a detailed **Baseline Project Schedule** covering design, statutory approvals, tendering, procurement, construction, testing, commissioning, and handover activities within the stipulated Project period of **(9 + 54) months**, or such period as specified by the Bank. The schedule shall be subject to the Bank's approval and may be revised, with the Bank's approval, to suit the finalized EPC scope or Project requirements.
Assessment of delay attributable to the PMC shall be based on approved schedules, progress reports, correspondence, meeting minutes, registers, and other contemporaneous Project records. The Bank shall determine delay attribution and any waiver on the merits of each case, and its decision shall be final and binding on the PMC.

13.2 Methodology for Assessment of Delay :
The Bank may determine delays attributable to the PMC using one or more of the following methods:
i. **Schedule Gap Analysis** – Comparison of the approved baseline schedule with actual progress to identify slippages and responsible parties.
ii. **Window (Time Slice) Analysis** – Assessment of delays during defined time intervals to establish responsibility for each period.
iii. **"But-For" Analysis** – Evaluation of whether the delay would have occurred but for an act, omission or failure attributable to the PMC.

13.3 Delay Monitoring Records :
The PMC shall maintain and periodically update project monitoring records, including:

- Delay/Hindrance Register;
- Drawing & Information Release Register;
- RFI and Technical Query Log;
- Approval and Decision Register; and
- Any other records necessary for monitoring progress and delay analysis.

These records shall form part of the official Project documentation and shall be submitted to the Bank as required.

13.4 Coordination and Timely Decision-Making :
The PMC shall ensure timely coordination among the Bank, EPC Contractor, design consultants, statutory authorities and other stakeholders.
Delay arising due to the following, where within the PMC's scope or control, may be treated as delay attributable to the PMC:
i. Delay in review, validation, GFC’s, or certification of drawings, designs or technical submissions;
ii. Delay in responding to RFIs or technical queries;
iii. Delay in recommendations, approvals or decisions within the PMC's scope; or
iv. Ineffective coordination affecting Project progress.

13.5 No Waiver of Responsibility :
Any review, observation, approval, supervision or omission by the Bank shall not relieve the PMC of its contractual or professional responsibilities.
The absence of objection or immediate action by the Bank shall not constitute acceptance, waiver or condonation of any delay or deficiency attributable to the PMC.

13.6 Delay Attribution Matrix :

The PMC shall continuously monitor Project progress, identify delays, determine their causes and submit periodic delay analysis reports to the Bank indicating the responsible party and recommended corrective measures.

(a) Delays Attributable to the EPC Contractor :

The PMC shall identify delays arising from, inter alia:

- inadequate mobilisation of resources;
- failure to achieve approved milestones;
- poor planning or site management;
- non-compliance with Contract requirements;
- procurement delays within the EPC Contractor's scope; and
- rectification of defective or rejected work.

Such delays shall be reported for action under the EPC Contract.

(b) Delays Attributable to the PMC :

The PMC shall acknowledge responsibility for delays arising from:

- delayed review, validation or certification;
- delayed responses to technical submissions or RFIs;
- delayed recommendations or decisions within its scope;
- inadequate project monitoring or coordination; or
- deficiencies in tender documents, specifications or designs prepared or reviewed by the PMC resulting in disruption of Project activities.

(c) Statutory Delays :

Where delays arise from statutory authorities, the PMC shall demonstrate that it has taken timely and proactive measures, including coordination with the EPC Contractor and concerned authorities, to secure the required approvals.

(d) Concurrent Delays :

Where delays arise due to multiple causes, the PMC shall analyse the extent of responsibility of each party and submit a reasoned assessment to the Bank.

13.7 Final Determination :

The Bank shall have the sole authority to determine responsibility for delays, grant extensions of time, impose contractual remedies, including Liquidated Damages where applicable, and decide all matters relating to delay attribution. The Bank's decision shall be final and binding on the PMC, the EPC Contractor and all other parties concerned.

14. Change Control and Variation Management :

The PMC shall establish, implement, and administer a comprehensive Change Control and Variation Management System for the Project to ensure that all changes to the scope of work, specifications, drawings, quantities, cost, or schedule are properly identified, evaluated, approved, and documented prior to implementation.

No change affecting the scope, cost, specifications, or completion schedule of the Project shall be carried out without following the prescribed change control procedure and obtaining the prior written approval of the Bank.

The PMC shall be responsible for the following:

i. Change Initiation and Documentation :

All proposed changes, whether arising from the EPC Contractor, PMC, statutory authorities, site conditions, or directions of the Bank, shall be initiated through a formal Change Request (CR) supported with adequate technical justification, drawings (where applicable), and relevant supporting documentation.

ii. Change Register :

The PMC shall maintain and periodically update a Change Register recording all proposed and approved changes, including their description, origin, status, and impact on project cost, scope, and schedule.

iii. Technical and Commercial Evaluation :

The PMC shall conduct a detailed technical and commercial evaluation of each proposed change, including assessment of its impact on design, specifications, quantities, cost, time, quality, safety, statutory compliance, and project risks.

iv. Validation of Contractor Variation Claims :

Where changes are proposed by the EPC Contractor, the PMC shall critically review and verify the contractor's justification, measurements, quantities, rates, and time implications. The PMC shall ensure that only those variations which are technically necessary, contractually admissible, and reasonable in cost are recommended for approval.

v. Recommendation to the Bank :

The PMC shall submit its evaluation and recommendations to the Bank for review and approval. The PMC shall ensure that no variation work involving additional cost or time implication is executed without the prior written approval of the Bank.

vi. Variation Orders :

All approved changes affecting the scope of work, contract price, or completion timeline shall be formalized through written Variation Orders / Change Orders before commencement of the concerned work. The PMC shall ensure strict compliance with this requirement.

vii. Implementation and Monitoring :

Upon approval of a variation, the PMC shall ensure incorporation of the change in the relevant drawings, specifications, BOQ, schedules, and contract documents, and shall monitor its execution to ensure compliance with the approved scope.

viii. Prevention of Avoidable Variations and Claims :

The PMC shall take all necessary measures to minimize variations and contractor claims through proper design coordination, timely issue of drawings, proactive planning, and effective contract administration. Variations arising due to design errors, omissions, inadequate coordination, or deficiencies in drawings, specifications, or tender documents prepared, reviewed, or approved by the PMC shall be treated as avoidable and shall be dealt with as determined by the Bank.

ix. Cost and Schedule Control :

The PMC shall continuously monitor the cumulative impact of variations on the overall project cost and completion schedule and shall promptly bring to the notice of the Bank any potential cost escalation or delay arising from proposed or approved changes.

x. Record Management and Closure :
The PMC shall maintain proper documentation of all change requests, approvals, variation orders, and supporting records, and shall ensure proper closure of each change in the Change Register.

xi. Design Coordination / Interface Management :
The PMC shall coordinate and integrate all architectural, structural, electrical, HVAC, plumbing, firefighting, ICT, BMS, lifts, façade, landscape, Interior and Utility Engineers, security and external utility services to eliminate design conflicts prior to execution.

15. Comprehensive Scope and Responsibility of PMC :
The scope of services of the PMC shall be deemed to include all such works, activities, services, duties, responsibilities, coordination, supervision, reviews, certifications, and obligations which are necessary or incidental for the proper planning, design coordination, tendering, execution, monitoring, and successful completion of the Project in accordance with the true intent and meaning of the RFP, its Corrigendum, and the Project requirements, whether or not such works or services are specifically mentioned, described, or quantified in the RFP.

The PMC shall be responsible for examining the Project requirements in their entirety and shall ensure that all such works, activities, obligations, responsibilities, and processes required to be carried out by the EPC Contractor are appropriately provided for through clear, adequate, and legally enforceable provisions in the EPC tender documents, including but not limited to the Bill of Quantities (BOQ), specifications, drawings, approved makes and brands, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), and other relevant contract documents, so as to contractually bind the EPC Contractor to perform and comply with such requirements.

The PMC shall also ensure that the tender documents are prepared in accordance with the Bank's standard guidelines and Standard Agreement, incorporating all applicable provisions relating to CVC/CTE guidelines, codal provisions, EHS requirements, statutory and regulatory compliances, technical and engineering standards, labour laws, quality and workmanship standards, and other applicable rules and regulations.

Any works, services, or activities which may not have been specifically mentioned in the RFP but which are reasonably necessary or incidental for the proper execution and completion of the Project in accordance with good engineering practice, industry standards, Bank's requirements, statutory & regulatory requirements, CVC/CTE guidelines, etc, shall be deemed to be included within the scope of services of the PMC.

Accordingly, the PMC shall not be entitled to any additional fee, compensation, reimbursement, or claim on the ground that certain services, works, or responsibilities were not expressly specified in the RFP, provided that the same are reasonably required for the successful implementation and completion of the Project.

The PMC shall be deemed to have fully examined the Project requirements and to have included in its quoted fee all necessary resources, expertise, supervision, coordination, and services required for discharging its obligations under the Project.

Completion Responsibility Clause :
Notwithstanding anything contained elsewhere in the RFP or contract documents or Corrigenda, any works, services, activities, items, or obligations which are necessary for the proper execution and successful completion of the Project in accordance with the intent of the contract shall be deemed to be included within the scope of the PMC, as applicable, whether or not the same are expressly mentioned or described in the contract documents.

No claim for additional cost, fee, compensation, or extension of scope shall be entertained on the ground that any such works, services, activities, or obligations were not specifically provided for in the contract documents.

Accordingly, "The PMC shall be deemed to have examined the Project requirements in entirety and to have included in its quoted fee all resources, services, expertise and efforts necessary for fulfilling the above obligations."

16. The following works, services, obligations, responsibilities and activities shall constitute the Scope of Work and Services of the PMC under this Contract :

i) **Change Management:** The PMC shall ensure that no modification to any approved drawing, specification, layout, design, engineering parameter or scope is implemented unless technically reviewed by the PMC and approved by the Bank through the prescribed Change Management Procedure.

ii) **Design Register:** The PMC shall establish, maintain and regularly update Design, Drawing, Revision and Approval Registers throughout the Project.

iii) **Drawing Control:** The PMC shall implement a comprehensive drawing control system ensuring every drawing bears revision number, date, status, approval details and that all superseded drawings are promptly withdrawn from circulation.

iv) **Universal Accessibility:** The PMC shall ensure that the Project fully complies with the Rights of Persons with Disabilities Act, the National Building Code (NBC) and the Harmonised Guidelines and Standards for Universal Accessibility.

v) **Sustainability:** The PMC shall integrate and ensure sustainability, energy efficiency and green building requirements throughout the design, procurement and construction stages and shall not limit compliance merely to obtaining certification.

vi) **Intellectual Property:** All drawings, designs, BIM models, CAD files, specifications, calculations, reports, schedules, tender documents and all other deliverables prepared under the Contract shall be the exclusive property of the Bank and the PMC shall retain no ownership rights.

vii) **Confidentiality:** The PMC shall maintain strict confidentiality of all Project information, including Bank data, layouts, security systems, vaults, IT infrastructure, server rooms, access control systems, critical infrastructure and all confidential documents, both during and after completion of the Contract.

viii) **Digital Personal Data Protection:** The PMC shall comply with the provisions of the Digital Personal Data Protection Act, 2023 and all applicable data protection laws while collecting, processing, storing or handling any personal data relating to the Bank, its employees, residents or the Project.

ix) **Record Retention:** The PMC shall preserve all project records, drawings, calculations, approvals, correspondence, quality documents and related records for a minimum period of ten (10) years after Project Closure or such longer period as required under applicable law or pending litigation, whichever is longer.

x) **Audit Rights:** The PMC shall provide the Bank, its auditors, vigilance authorities, technical auditors, CVC, CTE and any authority authorized by the Bank unrestricted access to inspect, verify, copy and audit all Project records, documents and data.

xi) **Conflict of Interest:** The PMC shall remain completely independent throughout the Contract and shall neither directly nor indirectly participate in, advise, finance, receive commissions from, hold any financial or beneficial interest in, nor recommend any related EPC Contractor, supplier or vendor engaged for the Project.

xii) **Fraud and Misrepresentation:** Any act of fraud, forgery, false certification, suppression of facts, misrepresentation or collusion by the PMC shall constitute a material breach of Contract and shall entitle the Bank to terminate the Contract, recover losses, debar the PMC and initiate civil and/or criminal proceedings.

xiii) **Professional Liability:** The PMC shall remain fully liable without limitation for losses arising from fraud, gross negligence, wilful misconduct, infringement of intellectual property rights, death, bodily injury or third-party claims attributable to the PMC.

xiv) **Risk Register:** The PMC shall prepare, maintain and periodically update a comprehensive Risk Register incorporating risk identification, assessment, ranking, mitigation measures, responsibility allocation and monthly status reviews.

xv) **Decision Register:** The PMC shall maintain a Decision Register recording all major technical, contractual, financial and administrative decisions, duly signed, dated and fully traceable throughout the Project.

xvi) **Independent Design Verification:** The PMC shall do due diligence, independently review, verify, do vetting and certify all drawings, calculations, reports, specifications, methodologies and designs submitted by the EPC Contractor before recommending the same for approval by the Bank.

xvii) **Design Responsibility:** Review, comments, recommendations or approvals by the Bank shall not relieve the PMC or the EPC Contractor of their contractual responsibilities for the adequacy, safety, stability, durability and performance of the design, and the PMC shall remain liable for losses arising from negligent review, omission or certification.

xviii) **Site Instructions:** The PMC shall ensure that all site instructions having contractual, financial or technical implications are issued only in writing by its authorized representatives, with copies simultaneously furnished to the Bank.

xix) **Digital Document Management:** The PMC shall establish and maintain a secure digital document management system containing complete physical and electronic records, revision histories, version control, audit trails and access logs for all Project documents.

17. Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned SWS shall form the part of scope of work of the PMC and the decision of Bank shall be final and binding in this regard.

18. The list of duties mentioned above is only indicative and the PMC will have to assume full responsibility for timely completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workman like manner in all respects till its occupation within the agreed time schedule and cost by following laid down norms / procedure of SBI and guidelines of CVC / CTE 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.

---------- *(End of this Section)* ----------

Sign & Stamp of PMC's Authorized Signatory/Applicant

8. SPECIAL TERMS AND CONDITIONS OF CONTRACT (STC)

1. Parcel – Wise (Cluster) Re-Development of the Colony :

Bank proposes to undertake the re-development of its entire colony as a Single Project, which has to be planned to be executed in, say, **four (04) Parcels (Clusters) simultaneously**. In this regard, all works to be segregated into, say four distinct Parcels for ease of execution and monitoring. The works for all such parcels shall move simultaneously, with a common Targeted Completion Date, employing workforce by PMC at all fronts.

The details of the site is attached for reference.

The intending bidders are required to note the following:

i. Each parcel (cluster) shall be treated as an independent package of work; however, the overall redevelopment of the entire Colony, shall be executed simultaneously, in a coordinated manner to ensure uniformity in design, standards, and quality across of the entire colony. All major structures in each parcel, along with site development works, infrastructure, amenities, etc. has to be planned, executed and completed simultaneously, with all due diligence regarding statutory approvals, NOCs, regulatory compliances, quality standards, environment, sustainability, etc.

ii. The scope of work under each parcel shall include (but not be limited to):

   a. Construction of major buildings (residential & commercial towers) as per approved plan.

   b. Site development works, landscaping, horticulture, MEP services, fire-fighting and fire detection works, infrastructure and allied civil works.

   c. Provision and installation of amenities, utilities, and infrastructure.

   d. All services, statutory approvals, and incidental works necessary for successful completion and commissioning of all the services in the entire Colony.

iii. The estimated cost, as projected by the Bank, shall serve as a reference for bidders in preparing their financial proposals (which may get revised as per scope of work).

iv. No provision for interior fixed or loose furniture shall be considered in the cost estimation for either the residential flats or the commercial buildings. However, the planning and design shall adequately accommodate the necessary provisions for incorporation of such features in future.

v. The works are to be executed strictly in accordance with the specifications, drawings, designs, and directions of the Bank as shall be approved subsequently.

vi. The facelift of existing four towers (M1, M2, S & T Tower) to be carried out to match new residential towers.

vii. In order to have proper control & supervision of the entire project, the entire work can be broadly divided and planned in, say four clusters/ parcels, which may be modified as per larger scheme of the Project. Typically, these clusters may align with recognized project management phases that provide a structured framework for planning and execution As an example, it may be as :

a. Parcel - 1 : Commercial Building.
b. Parcel - 2 : Towers for Type A, Type C, Type D.
c. Parcel - 3 : Towers for Type B.
d. Parcel - 4 : Towers for Type A.

1.1 **Residential Towers (Indicative Parameters) :**

1.1.1 As per above option, the **proposed indicative Flat Matrix** is briefed below :

S.No.	Type of Flats	Approx. Carpet Area (RERA)		Configuration	Approx. No.
		sq. mt.	sq. ft.		
i	Type A	88	950	Compact 3BHK	1240
ii	Type B	107	1150	Comfort 3BHK	600
iii	Type C	130 - 186	1400 - 2000	Big 3BHK - 4BHK	154
iv	Type D	270 - 350	2900 - 3750	5BHK or above	6
v	Tentative Total No. of Proposed Flats				2000

1.1.2 Indicative Common Amenities (befitting the size of the Proposed Colony Population):

i) Entry/ Exit Grand gates, Entrance Plaza, Security Posts, Changing room.
ii) Jogging Track, Event lawn, Amphitheatre, Outdoor Fitness area.
iii) Seating plaza, swimming pool, Kids Pool, Deck area.
iv) Fruit Orchard, Ponds, Tree house, Dense plantation.
v) Senior citizen area, Barbeque area, Kids play area, Temple, Meditation Area.
vi) Net Cricket, Volleyball Court, Basketball Court, Badminton Court, etc.
vii) Community Hall (catering to 2000 pax in different levels / forms).
viii) Indoor games, Gymnasium.
ix) Guest Houses, along with separate room, washrooms for its Operation & Maintenance staff.

x) Creche, Dispensary with Rest room, Library & WFH stations.
xi) Restaurant, Flea Shops.
xii) Executives' Club (converting existing H - Bungalow), Officers' Club, etc.
xiii) Orchards, vegetable garden.
xiv) Medicinal, herbal garden.
xv) Auditorium
xvi) Office for Colony Administrative Manager & its Staff.
xvii) Rest-rooms, washrooms, lockers, etc. for Colony Support Staff as guards, housekeeping staff, drivers, etc.

1.2. Commercial / IT Office Tower (Area approx. 1,10,000 sq.mt.) :

This state-of-the-art, high rise Commercial / IT office tower is to be designed as a best-in-class workplace for approximately 10,000 staff. Spanning approximately 1,10,000 sq. meters (indicative), the building will be a landmark of modern design, featuring a high-performance design for energy efficiency and abundant natural light.

The commercial office and IT office components of the Project shall be planned and designed in accordance with the standards and benchmarks adopted by leading Global Capability Centers (GCCs). This shall include overall building form, spatial planning, workplace configuration, interior finishes, and all fit-out elements. The office environment shall clearly reflect the transformation of such facilities from conventional back-office operations to strategic hubs for innovation, knowledge-intensive functions, and specialized talent.

The design shall prioritize the creation of a modern, state-of-the-art workplace conducive to high performance, collaboration, and employee well-being, adhering to recognized global standards while appropriately integrating relevant aspects of local culture and reflecting the values, ethos, brand identity and institutional standards of the State Bank of India. To ensure adaptability, the layout and infrastructure should be modular and scalable, capable of accommodating future workforce growth and advancements in technology.

The interior is to be designed to foster both collaboration and focused work through a variety of flexible workspaces, team neighbourhoods, and quiet zones. Cutting-edge technology forms the backbone of the building, with seamless, high-speed Wi-Fi, smart building systems, and advanced meeting rooms equipped for video conferencing and collaboration.

The design shall incorporate advanced meeting and conference facilities, including structured and flexible meeting room layouts, future-ready audio-visual, VC and digital collaboration systems, immersive video-conferencing rooms, and supporting IT and acoustic infrastructure, so as to enable secure, efficient and technology-enabled communication, collaboration and decision-making across the Organization.

Understanding the needs of a large workforce, the tower to feature a comprehensive set of amenities to create a vibrant and supportive environment.

A core commitment to sustainability and employee well-being, targeting top green certifications. The design incorporates efficient energy and water systems, excellent indoor air quality, and

biophilic elements like indoor plants. Ultimately, this tower is not just an office but a dynamic and healthy ecosystem built to empower employees, foster innovation, and set a new standard for a modern IT workplace.

2. Acceptance of Bank Guarantee

Bank guarantee from any scheduled Bank other than State Bank of India can be accepted in lieu of Initial Security Deposit, Mobilization advance, Performance Guarantee etc. under the accepted terms of the contract. The model format for B.G.'s is given at Annexure R.

3. Interest Free deposit and Performance Bond :

(a) In order to ensure due performance of the awarded contract, the Successful Bidder shall, within 14 (fourteen) days of entering into the Service Agreement with Bank, shall pay a total Performance Security equal to ten **percent of the Contract Price** as a security in form of Contract deposit and Retention money for due fulfillment of the contract, unless otherwise stated in the tender documents as per Clause 7 of the Sample of Agreement as referred in this RFP.

(b) Failing to deposit 10% of Performance Security within stipulated time, an amount of 0.1% penalty per week of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding further three week and in case failure continues, necessary action may be initiated against the default as deemed fit by the Competent Authority of Bank. The decision taken by Bank in this regard will be final and binding on the PMC.

(c) The Performance Security in the form of Bank Guarantee (other than SBI) (including e-bank guarantee) or other valid formats like Fixed Deposit/Demand Draft/ NEFT Transfer shall be drawn from any Commercial Bank drawn in the favour of SBI, payable at Navi Mumbai and/or intimated to the office through mail.

(d) The Performance Security shall be valid for a period of 180 (one hundred and eighty) days from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by Bank. It may require revalidation from time to time as the case may be.

(e) All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by Bank.

(f) In the event of any failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from Bank, to comply with the requirements of the agreement, GTC, STC, scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by Bank.

4. DETAILS OF TENDER FEE / EMD COLLECTION/REFUND ACCOUNT NUMBER

Account Name- Subsidy Inward Remittance Account No.- 4897932113433 IFSC- SBIN0011343 Branch OAD, GITC, Belapur. Mode of Transaction- NEFT only.
Account Name- System Suspense Branch Parking A/C Account No.- 37608352111 IFSC- SBIN0011343 Branch OAD, GITC, Belapur. Mode of Transaction - intra-Bank transfer (SBI to SBI only)

4.1 Insurance :

During the performance of services hereunder, for the Currency of the Contract, the PMC, at his own cost, shall execute and maintain insurance policies, as applicable form the list below:

a. Workman's compensation insurance, covering all employees of PMC for statutory benefits as set out and required by local law in the area of operation or area in which PMC may become legally obliged to pay benefits for bodily injury or death.

b. Insurance against fire, theft, damages and loss of all property owned by PMC at the construction site.

c. Group Personnel Accident Insurance covering PMC's employees not otherwise already covered above, operating from the site as per PMC's established practices.

d. Any other insurance cover which may be required to be taken under the law or on any other account.

e. Other than above, ensure all insurances related to persons and activities on site are obtained as necessary, as per Law.

5. PMC's Site Office : A suitable site office for PMC Team and Bank Team to be developed and maintained throughout the Project. The PMC may use the services of the EPCC in this regard.

6. Provide copies of all other relevant drawings, as requested by the Bank.

7. Maintain drawings from all services.

8. Provide all the drawings in proper electronic format suitable for use, modification, and

analysis. In addition, wherever possible, provide drawings in pdf format. All drawings and documents in electronic format will be provided on a CD/DVD/HD as required by the Bank.

9. Compile drawings, maintenance manual and methodology as well as preventive maintenance schedule for buildings and all services/utilities.

10. To obtain 'no claims certificates' from the contractors at time of final bill.

11. **PMC to Indemnify the Bank :**

The PMC has to execute an Indemnity Bond in favour of Bank as per Annexure T. The said Bond shall be legally binding that the Project Management Consultancy (PMC) shall indemnify and protects the Bank and/or its representatives from all losses, damages, or liabilities that may arise due to the actions, negligence, or breach of contract by the PMC. The bond creates a legal obligation for the PMC to compensate the Bank for any harm, financially, legally, etc.
The indemnity bond provides the Bank, with security and assurance that the PMC will fulfill its contractual obligations. The bond ensures that if certain failures occur, the client is financially and legally protected.

11.1 Damage to persons and property

The PMC shall, except if and so far as the contract provides otherwise indemnify the SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the design, supervision, monitoring, execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

i) The permanent use or occupation of land by or any part thereof.

ii) The right of SBI to execute the works or any part thereof on, over, under, in or through any lands.

iii) Injuries or damage to persons or property resulting from any act or neglect of the SBI, their agents, employees or other contractors not being employed by the PMC or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the PMC, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

11.2 PMC to indemnify Bank

i) The PMC shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision clause 11 of this STC.

11.3 The PMC shall be responsible for paying damages to the Bank for any loss suffered by the Bank on account of negligence, incompetence, carelessness or any other cause on the part of PMC, his employees, associates, sub-consultants, implementing agencies, etc. while undertaking any or all of the works.

11.4 Bank shall not be responsible for any claim or liability because of personal injury including death of any employee of PMC and arising out of or in consequence of the performance of this agreement. The Bank shall also not be responsible for any loss or damage to property of any kind belonging to PMC or its employees, servants or agents.

11.5 The Project Management Consultancy (PMC) indemnifies and protects the Bank and/or its representatives from all losses, damages, or liabilities that may arise due to :

i) Breach of contract: Failure by the PMC to perform its duties as outlined in the service agreement.

ii) Negligence: Losses resulting from the PMC's negligent performance, incompetence, carelessness or any other cause on the part of PMC, their employees, associates, sub-consultants, implementing agencies, etc. while undertaking any or all of the works, services, including poor supervision, monitoring, testing, checks or coordination.

iii) Third-party claims: Liability arising from claims by third parties, such as contractors, subcontractors, or workers, related to the PMC's actions on the project site.

iv) Statutory non-compliance: Penalties or liabilities resulting from the PMC's failure to comply with applicable laws, regulations, or permits.

11.6 The PMC shall hold harmless and indemnify the Bank, against any claims or liability because of personal injury including death of any employee of the PMC and arising out of or in consequence of the performance of this CONTRACT.

12. The Bank shall not be responsible for any loss or damage to property of any kind belonging to the PMC or its employees, servants or agents.

13. The tenderer shall acquaint himself with the proposed site of Contract.

14. If for any reasons, any part of the site is not available, for part of the Contract under the contract, the agreed construction schedule shall be suitably modified and PMC shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the PMC shall be allowed extension of time for completing the Contract as deemed fit by the competent authority. The PMC shall also not be entitled to any compensation for any loss suffered by him and revision in the rates quoted by him.

14.1 On account of delay in commencing the Contract by the PMC.

14.2 On account of reduction in the scope of Contract.

14.3 On account of suspension of Contract or abandoned after award of Contract.

15. On account of security consideration, some restrictions may be imposed by the security staff on the PMC & Contract staff and/ movement of men and materials etc. The PMC shall be bound to follow all such restrictions/ instructions, and he shall organize his Contract accordingly.

No claim on this account, whatsoever, shall be payable.

16. The PMC, through the EPCC, shall take all necessary precautions, measures to ensure safety by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. They shall be held responsible for any negligence on their part, for breach of any safety & security. No hindrance shall be caused to traffic during the execution of the Contract.

17. The PMC, along with the EPCC, shall take all preventive measures against any damage caused on account of any natural calamity, whatsoever during the execution of the Contract. The PMC shall be fully responsible for any damage to the Owners / third party property.

18. The Contract will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the Contract is to be executed or as directed by the Bank and nothing extra shall be paid on this account.

19. The PMC shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.

20. The PMC, through the EPCC, shall give due notices to Municipal, Police and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be leviable on account of his execution of Contract under the agreement. The fee paid shall be reimbursable on submission of original receipt.

21. The PMC shall submit to the Bank samples of all materials for approval. Such samples of materials which affect aesthetics of the Contract shall also be got approved from the Bank of the project before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Bank as standards of materials till the completion of the Contract. The cost of such samples shall be borne by the respective contractor, as the case may be and nothing shall be payable on this account over the Agreement rates.

22. The PMC shall be required to get, through the EPCC, all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ Contract from an approved laboratory as per the project requirement.

23. The PMC shall be responsible for completing the Contract and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified.

24. Other agencies doing Contracts related with this project will also simultaneously execute the Contracts and the PMC shall afford necessary co- ordination for un-hindered completion of these sub-Contracts.

25. The PMC, through the EPCC, shall maintain adequate watch and ward to safeguard the site and the Owner's property throughout the currency of the Project.

26. In order to achieve the targeted date of completion the PMC may have to work in multiple

shifts, round the clock including public and gazetted holidays and nothing extra shall be paid on this account.

27. All materials, articles and workmanship shall be of respective best quality.

27.1 Bank may decide as per its discretion, to use conventional, PEB, Mivan construction technology or any other Rapid Construction Technology for its Project.

28. The PMC shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the PMCs. The TDS and Contract Tax or any other statutory levels/taxes incorporated from time to time shall be deducted progressively from the running account bills, as applicable at the time of payment. No claim in this regard shall be entertained.

29. The PMC is supposed to abide the minimum wages act and shall produce all records to the Bank or any other statutory authority as and when called for. The Bank does not hold any responsibility on account of any lapses in this regard.

30. No extension of time shall be granted to the PMC on account of rains or inclement weather conditions.

31. For any clarification/ doubt, the Bank may organize regular meetings with PMC. The PMC shall attend such meetings invariably as and when required.

32. Should any difference arise between the PMC and the other agencies, these shall immediately be brought to the attention of the Bank who after reviewing the matters causing the differences will give their decision which shall be final and binding on the PMC.

32.1 Agencies such as the Central Vigilance Commission (CVC), Chief Technical Examiner (CTE), the Bank's audit teams, third-party QA/QC agencies, or any similar agencies engaged by the Bank, or required to be engaged due to regulatory or statutory requirements in connection with the Project, shall collectively be referred to as "Other Agencies".

33. All spaces allotted to the PMC as described above shall be vacated and all structures removed from site at any time as and when required and directed by the Bank, unconditionally and without any reservation. The Bank will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the PMC shall immediately remove all his structures, materials, etc. from the sources and clear and clean-up the site to the satisfaction of the Bank. This is pre-requisite for final payment if PMC bills also.

34. It shall be the responsibility of the PMC to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the PMC. Upon completion of the Contract or earlier as required by Bank, the PMC shall vacate the land totally without any reservation.

35. The PMC, through the EPCC, has to ensure the security provision, implementation, monitoring of the security, watch & ward, security of workmen, materials, equipment's, stores, etc. of the whole site, during the currency of its contract.

36. The PMC shall take photographs of site prior to commencement of Contract, during construction and after completion of Contract as suggested and shall submit the photographs in soft and hard copies to Bank for which no extra payment will be made.

37. If required and directed by Bank, PMC shall arrange visits of his personnel comprising of Bank's Engineer to various places/ plants in or out side Navi Mumbai to check and verify the quality of material at manufacturer's places.

38. **Patents**

No patented or patent pending articles, methods, or devices shall be used or supplied in connection with the work or incorporated in the work without the prior written approval of the Bank if the terms of purchase involve or require the payment of license fee or royalty in addition to the purchase price, and do not contain patent indemnification in a form satisfactory to the Bank.

PMC shall indemnify and hold Bank free from all costs, damages, and expenses arising out of any claim, action or suit brought against Bank by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to PMC and furnished to Bank.

39. **Changes and Additions**

The Bank shall have the right to request PMC in writing to make any changes, modification, and/or additions within the design and broad scope to PMC's scope of services. The PMC shall on such written requests carry out the consequential work on account of such changes/modifications or addendum etc without any additional payment from the Bank.

40. E-Tendering Process Instructions (M/s Antares Systems Ltd.) :

40.1 This Tender will follow the e-Tendering process (e-bids) as detailed below. The process will be conducted by the Bank's authorized e-Tendering Service Provider, M/s Antares Systems Ltd., through the website: https://www.tenderwizard.com/SBIETENDER

40.2 **Activities to be conducted online:**

The said tender is on QCBS basis. Following are the broad steps involved.

i. Submission of EMD, Technical Bid & Price Bid by the Vendor, along with the relevant data, documents.
ii. Corrigendum's, Clarifications, if any, sought by the Bank
iii. Opening of Eligibility/Technical Bid by the Bank
iv. Online evaluation by the Bank (Stage A)
v. Online evaluation by the Bank (Stage B)
vi. Uploading of Scores as per Evaluation Matrix.
vii. Opening of Price Bid by the Bank & online evaluation
viii. Evaluation & declaration of the "Most Suitable Bidder".

Representatives of Vendors will be provided training on e-Tendering by the Service Provider, M/s Antares Systems Ltd.

40.3 Instructions for Bidders

1. Registration
Bidders who wish to participate in online tenders must register on the website https://www.tenderwizard.com/SBIETENDER through the “Register” link on the home page. During registration, bidders will create their own login ID and password.

2. Facilities provided by the Service Provider (M/s Antares Systems Ltd.)
Support to Bidders for participating in bids through the e-Tendering website
Call centre support via email/phone/mobile, etc.
Assistance in registration with the e-Tendering website
User Manual / Training Kit for bidders
Support for any number of users of the Bidder/Vendor organization
Assistance in procuring a valid Digital Signature Certificate (DSC) for Signing and Encryption as per the Information Technology Act, 2000 and CVC guidelines. Bidders may obtain the DSC from any CCA-approved Certifying Authority or contact M/s Antares Systems Ltd. at the details below for assistance. Bidders already holding a valid DSC need not procure a new one.

3. Contact Details of Service Provider (M/s Antares Systems Ltd.)
Registered Office:
Honganasu, 137/3, Bangalore–Mysore Road,
Opposite Metro Pillar P-696, Kengeri,
Bangalore – 560060, India

Phone: 080-45982100
Help Desk Numbers:
9073677150 / 9073677151 / 9073677152 / 9674758726 /
9708966660 / 9044314492 / 8951944383 / 9771414548 /
9708966664 / 9731967722 / 9606921010 / 033-46046611 / 080-45982100

Contact Persons (Working Days: 09:00 AM to 06:00 PM):
1. Mr. Kushal Bose
   - Mobile: +91 9674758719
   - Email: helpdesk857@etenderwizard.com

4. Bid Submission
Bidders must fill data in the predefined forms for RFP, Technical Bid, and Price Bid available in the respective tender.
Bidders should upload scanned copies of supporting documents as per the eligibility requirements and instructions given in the tender documents.
After completing the forms, bidders must click the “Final Submission” link to submit their encrypted bid.

40.4 Digital signature (known as “Digital Signature Certificate”)

It is mandatory for all the Bidders to have Digital Signature Certificate (DSC) (in the name of person who will sign the Bid), of 'Class III' as advised by M/s **Antares Systems Ltd.,** from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).

40.5 SAMPLE BUSINESS RULE DOCUMENT

ONLINE E-TENDERING FOR "Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.

(A) Business rules for E-tendering:

1. Only prospective bidders willing to participate in the process.

2. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.

3. In case of e-tendering, SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.

4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.

5. Bidders have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.

6. E-tendering will be conducted on schedule date & time.

7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & conditions of E-tendering: SBI shall finalize the Tender through e-tendering mode for which M/s Antares Systems Ltd., has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBI through M/s Antares Systems Ltd., on pre-specified date. While the Bidders shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidders themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back–up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of bidder during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBI is not responsible for such eventualities.

2. M/s Antares Systems Ltd., shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.

3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.

4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI their appointed Banks.

5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

6. Procedure of E-tendering: i. Online E-tendering:

(a) The NIT & Technical bid available on the Bank's website during the period specified in the NIT.
(b) Online e-tendering is open to all prospective bidders willing to participate and qualified for participating in the price bidding as provisions mentioned hereinabove through SBI approved Service Provider.
(c) The Price-Bid shall be made available online by the Service Provider wherein the bidder will be required to fill-in their rates.
(d) The bidder are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
(e) It is mandatory to all the bidders participating in the price bid to quote their rates considering all aspects, terms & conditions, scope, as mentioned in the RFP.
(f) In case, Bidder fails to quote their rates correctly, their tender shall be treated as "Incomplete Tender" and shall be liable for rejection.

7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s Antares Systems Ltd. The Bidders are requested to change the Password after the receipt of initial Password from M/s Antares Systems Ltd. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

8. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the Most Suitable Bidder / Selected Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-panelling such Bidders and forfeiting their EMD.

9. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.

10. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.

11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

13. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.

- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.

- SBI decision on award of Contract shall be final and binding on all the Bidders.

- SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

- SBI or its authorized service provider M/s Antares Systems Ltd. shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

- SBI or its authorized service provider M/s Antares Systems Ltd. is not responsible for any damages, including damages that result from, but are not limited to negligence.

- SBI or its authorized service M/s Antares Systems Ltd. will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B. - All the Bidders are required to submit the Process Compliance Statement duly signed to M/s Antares Systems Ltd.

- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.

40.6 The applicant has to submit the following documents as mentioned below :

PROCESS COMPLIANCE STATEMENT

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

To,
M/s Antares Systems Ltd.,
'Honganasu', #137/3,
Bangalore Mysore Road,
Opp. to Metro Pillar #P-696, Kengeri,
Bengaluru – 560 060, India

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR **"**Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document This letter is to confirm that:

i. The undersigned is authorized representative of the company.

ii. We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBI as well as this document and confirm our agreement to them.

iii. We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.

iv. We confirm that SBI and Antares Systems Limited, shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.

v. We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.

vi. We, hereby confirm that we will honour the Bids placed by us during the E-tendering process.

With regards, Date:

Signature with company seal Name:
Company / Organization:
Designation within Company / Organization:
Address of Company / Organization:
Scan it and send this Document.

 Sign & Stamp of PMC's Authorized Signatory/Applicant

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

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

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

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

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

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

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

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

45. Preparing a broadline schedule and establishing the critical path and key milestones required for timely completion of the project.

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

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

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

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

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

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

51. Visiting the site of production in case of any material manufactured at the factories and testing/verifying the same before it is dispatched.
The PMC shall conduct site visits to manufacturing facilities for any materials produced off-site. During these visits, the consultant will oversee and verify the quality of materials being produced, ensuring they meet the specified standards and project requirements. This includes conducting tests and inspections of the materials before they are dispatched. The consultant's role is to confirm that all materials are compliant with the project's specifications and quality criteria, thereby preventing any substandard or non-conforming materials from reaching the construction site.

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

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

54. The PMC shall, on behalf of the Bank, obtain all statutory, regulatory and departmental approvals, permissions, licences, No Objection Certificates (NOCs), clearances, development rights, Notice of Building Permission (NBP)/Intimation of Disapproval (IOD), Master Plan Approval and the Plinth Level Commencement Certificate (CC) required for commencement of the Project.

Thereafter, the EPCC shall obtain all subsequent Commencement Certificates (CCs), Completion Certificate(s), Occupancy Certificate(s) and other statutory approvals required for execution, completion and commissioning of the Project, under the supervision, review and certification of the PMC.

The above approvals are indicative and not exhaustive. The PMC shall ensure that all statutory approvals required for the Project are obtained in a timely manner in accordance with the Contract and applicable laws.

The permissions and authorities mentioned are not exhaustive, and it shall be the sole responsibility of PMC to obtain all approvals necessary for commencement and completion of the Project as per the final design plan approved by SBI.

55. Power of Attorney for signing of proposal of the Authorized Signatory to be attached with the

Application.

55.1 All the required documents should be signed by the authorized person(s) only. The bidder should submit a copy of its Board Resolution authorizing its Representative to Bid and make commitments on behalf of the Bidder or Power of Attorney showing that the signatory has been duly authorized to sign the tender document on minimum ₹ 500/- non – judicial Stamp Paper. However, it should be in line with the respective State - Stamp Duty Rules where the said document is being executed.

56. Late Proposal offers or non-submission of Proposals : Bidder's grievance/ complaint on account of non-submission of Proposal due to problem in internet, electricity, postage or any other reason will not be considered.

57. Oral statements made by a Bidder at any time regarding any matter including quality, or arrangement of the equipment or any other matter will not be considered and will not be binding on the Bank.

58. EXECUTION OF CONTRACT AGREEMENT:
The successful Bidder is required to execute a contract agreement in the form attached with the Proposal documents on stamp paper of appropriate value as per Maharashtra Stamp Act, 1958 (as amended from time to time). All the expenses towards execution of contract Agreement shall be borne by the bidder / consultant.

59. Obligations of the Consultant

(a) General

Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally prevalent & accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to & execution personnel for BANK , and shall at all times support and safeguard all of BANK's legitimate interests in any dealings with Sub-consultants or Third Parties.

(b) Consultant not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant shall constitute the Consultant's sole remuneration in connection with this Contract for the Services provided and the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the services or in the Discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

(c) Confidentiality

The Consultant, its Sub-consultants and the Personnel of either of them shall not, either during

the term or after the expiration or termination of this Contract, disclose any proprietary information, including information relating to reports, data, drawings, designs software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by BANK to the Consultant, its Sub-consultants and the Personnel; any information provided by or relating to BANK , its technology, technical processes, business affairs or finances or any information relating to BANK's employees, directors, officers or other professionals or suppliers, customers, or contractors of BANK , and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services, this Contract ("Confidential Information") without the prior written consent of BANK .

Notwithstanding the aforesaid, the Consultant, its Sub-consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

(i) was in the public domain prior to its delivery to the Consultant, its Sub-consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-consultants and the Personnel of either of them;

(ii) was obtained from a third party with no known duty to maintain its confidentiality;

(iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant, its Sub-consultants and the Personnel of either of them shall give BANK, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and is strictly to the extent required;

(iv) is provided to the professional advisors, agents, auditors or representatives of the Consultant or its Sub- consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-consultants or Personnel of either of them, as the case may be, shall require their professional advisors, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

(d) The PMC shall be held responsible for any misdeeds, misbehavior of their employees, consultants, agents, etc. with the bank's and project related personnel's during the currency of the contract.

60. Interpretation of Tender Documents in case of Writing, Typo Error:

If any flaw, omission, commission in writing or any inconsistencies, language, or otherwise is observed in the RFP, then following Precedence shall be followed in resolving it :

1.1 Precedence of various chapters as mentioned in the RFP.

1.2 Bank's guidelines and its circulars.

1.3 Interpretation in the Best Interest of the Bank as per PMC Contracts of Govt. Institutes, Development Authorities as CIDCO, IIM, CPWD, PSU's.

1.4 In all such cases, Bank retains final interpretive authority.

60.1. General interpretation of tender documents

1.1. Governing interpretation: In the event of any doubt as to the meaning of any portion of the tender document or conflict or any discrepancy or ambiguity in the RFP, the Bank's internal documents and its own interpretation and decision of the Bank shall be final and binding on all prospective bidders. Further the Bank is not required to provide any justification for its decisions, including its interpretation of the RFP terms.

1.2. No undue advantage: Bidders are expressly prohibited from taking undue advantage of any alleged error, omission, or discrepancy in the tender documents. Any such attempt may result in the disqualification of the bid.

60.2. Procedure for clarification

2.1. Bidder's responsibility: Bidders are responsible for carefully examining the tender documents, including all instructions, forms, terms, and specifications. It is the bidder's responsibility to bring any errors, discrepancies, or ambiguities to the Bank's attention in writing.

2.2. Request for clarification: Any prospective bidder who requires clarification on the tender documents shall notify the Bank in writing via the email, by the date specified in the NIT i.e. before pre-bid meeting.

2.3. Bank's response: The Bank will respond to all requests for clarification and shall be published on its website only as Corrigendum.

60.3. Amendment of tender documents (Corrigendum)

3.1. Authority to amend: The Bank reserves the right to amend the tender documents at any time before the deadline for bid submission.

3.2. Issuance of corrigendum: Any amendments will be issued in the form of a corrigendum and published on the official website only. This corrigendum shall be considered an integral part of the tender documents.

3.3. Extending the deadline: To provide bidders with reasonable time to account for any amendments, the Bank may, at its discretion, extend the bid submission deadline.

60.4. Priority of documents

4.1. Order of Precedence: As per Clause 1.2 of Chapter 5 – IPPMC.

60.5. Bidder's to Note while Quoting :

5.1. Bidders shall be deemed to have accounted for and priced for any risk associated with any minor or insignificant error that may later be discovered. No subsequent claim for cost or time extensions will be entertained on account of such errors.

5.2. Once bids are submitted, no change in the substance or price of the bid shall be sought or permitted. Mathematical errors discovered during evaluation may be corrected in accordance with the tender's evaluation criteria.

61. **Contact Information**

M/s Antares Systems Ltd.)	State Bank of India
Mr. Kushal Bose - Mobile: +91 9674758719 - Email: helpdesk857@etenderwizard.com https://www.tenderwizard.com/SBIETENDER	F & OA Department, GITC, State Bank of India, Navi Mumbai Designations & Contact No. : 1. Dy. General Manager (F&OA) Contact No. 022-27577725 2. Dy. General Manager (Civil) Contact No. 022-27537412 3. The Assistant General Manager (Estate1), Contact No. 022-27537411

62. **Approvals, Permissions, NOCs, and Statutory Compliance**

i) As provided under Clause 2.1.1 of the Scope of Work and Services (SWS), the PMC shall be solely responsible for obtaining all statutory, regulatory and departmental approvals, permissions, No Objection Certificates (NOCs), clearances, sanctions, development rights, Notice of Building Permission (NBP)/Intimation of Disapproval (IOD), Master Plan Approval and the Plinth Level Commencement Certificate (CC) required for finalisation of the EPC Tender and commencement of the Project.

Thereafter, obtaining all subsequent Commencement Certificates (CCs), Completion Certificate(s), Occupancy Certificate(s) and other statutory approvals required for execution, completion and commissioning of the Project shall be the responsibility of the EPCC, under the supervision, review, monitoring and certification of the PMC.

The PMC shall, depending upon the stage of the Project, coordinate, supervise and liaise with all concerned Central, State and Local Authorities, utilities and other competent agencies, including NMMC, CIDCO, MoEF & EC/SEIAA/SEAC, AAI, MPCB, NGT, MSEDCL, Electrical Inspectorate/Licensing Authorities, NMIA, NAINA, NHAI, Forest Department, MGL and any other competent authority whose approval, permission, licence, NOC or clearance is required for the Project, and shall ensure timely compliance by the EPCC with all applicable statutory requirements.

ii) The PMC, through the EPC Contractor and under its direct supervision, coordination, and guidance, shall continue to secure all approvals, permissions, NOCs, clearances, sanctions, and consents required from time to time, including the renewals and extension of all such approvals, permissions, NOCs, clearances, sanctions, and consents secured earlier by PMC and/or EPCC.

iii) After the appointment of the EPCC Contractor, the renewal, extension, revalidation, or continuation of any approvals, permissions, NOCs, clearances, sanctions, or consents earlier secured by the PMC and/or EPCC, shall be the responsibility of the EPC Contractor, under the supervision, coordination, and guidance of the PMC.

iv) As the Project is long-term in nature, all approvals, permissions, NOCs, etc., necessitated by any new legislation, policy, statutory amendment, rule, or regulation introduced during the currency of the Project - whether by existing authorities or by newly constituted statutory/regulatory bodies - shall also be processed and secured by the PMC, through the EPCC Contractor, without any additional cost to the Bank.

v) Any change required to be incorporated in the design, drawings, specifications, construction methodology, or execution of the Project due to such new laws, rules, or statutory amendments shall be implemented by the PMC within the quoted professional fee, without any extra financial claim whatsoever.

vi) The PMC shall maintain effective and result-oriented coordination between all stakeholders, including statutory bodies, the Bank, the EPC Contractor, consultants, and any other relevant entities, to ensure timely approvals, uninterrupted progress of works, and on-schedule completion and closure of the Project.

vii) While all statutory and regulatory approvals subsequent to the Plinth Level Commencement Certificate (CC), including subsequent Commencement Certificates (CCs), Completion Certificate(s), Occupancy Certificate(s) and other approvals required during execution and completion of the Project, shall be obtained by the EPCC, the PMC shall remain responsible for planning, monitoring, coordinating, reviewing and certifying the timely procurement and compliance of all such approvals. The PMC shall ensure that all statutory conditions are duly complied with, all approvals remain valid throughout the Project, and all statutory records, submissions and documents are properly maintained and submitted to the satisfaction of the Bank.

63. Planning Parameters and Performance Expectations from PMC :

h) The scope of work detailed under Chapter SWS, the parameters prescribed for Parcel-wise (Cluster) Re-Development of the Colony under Chapter STC, and the development matrices relating to residential, commercial, amenities and ancillary components are indicative in nature. The Project Management Consultant (PMC) shall, however, endeavour to deliver superior levels and quality of services, planning, and design in its proposals and during the execution of the Project, wherever feasible.

ii) The PMC shall deploy its full professional expertise, including the knowledge and experience

of its architects, planners, and associated specialists, to ensure optimum planning and design of the Colony with the objective of maximizing the permissible utilization of Floor Space Index (FSI). The PMC shall further ensure that the execution of the Project is carried out in accordance with the highest standards of quality, safety, environmental compliance, and sustainability, while adhering strictly to the sanctioned cost and stipulated completion timelines.

64. Project Early Completion Incentive :

64.1 Eligibility for Incentive :

If the Project is completed in all respects and handed over to the Bank fit for occupation and operational use prior to the stipulated completion period of 63 months (9 months for Design & Approvals + 54 months for Construction), the PMC shall be eligible for an Early Completion Incentive.

64.2 Incentive Calculation :

The Bank shall reward the PMC with an incentive calculated at the rate of 0.01% (Zero Point Zero One Percent) of the PMC's total professional fee for every full week of time saved from the approved completion schedule of 63 months.

64.3 Conditions for Grant of Incentive :

The Early Completion Incentive shall be payable only if:

a) All works under the Contract have been completed in accordance with the Drawings, Specifications, Applicable Codes, and Quality Standards.

b) All statutory approvals, occupation/completion certificates, and handover documentation have been obtained and submitted to the Bank.

c) No major defects, incomplete works, or pending compliance issues exist at the time of handover.

64.4 Measurement of Time Saved :

The time saved shall be computed in full weeks only, based on the difference between:

i. The original contractual completion period of 63 months, and
ii. The actual date of certified completion and handing over of the Project.

Any part of a week shall not be considered for incentive calculation.

64.5 Maximum Incentive Cap :

The total incentive payable under this clause shall not exceed 1 % of the PMC Fee.

64.6 No Incentive in Case of Delays by Bank :

If the time saved has resulted solely from Bank-caused delays being formally condoned, the incentive shall not be applicable unless the PMC has achieved completion ahead of the revised approved timeline.

64.7 No Waiver of Liquidated Damages :

Grant of Early Completion Incentive shall not affect the Bank's right to levy liquidated damages for any delayed works, if applicable.

64.8 Example Calculation (For Clarity – Non-contractual) :

If the PMC completes the project 10 weeks earlier than the 63-month schedule,
Incentive payable = 10 × 0.01% = 0.10% of PMC's fee

65. **Intellectual Property & Ownership of Work (Project Closure / Foreclosure Clause) :**

65.1. Ownership of Deliverables :

All work, drawings, designs, plans, specifications, data, analyses, reports, estimates, models, documents, surveys, studies, approvals, correspondence, digital files, software models (including BIM files), All photographs, videos, drone imagery, dashboards, analytics, and any other visual documentation and any other deliverables or outputs prepared, developed, obtained, or secured by the PMC and/or its Architect, consultants, sub-consultants, or any person engaged by them in connection with the Project (collectively, the "Project Materials"), shall be the exclusive property of the Bank.

65.1.1 PMC shall establish, administer, coordinate and maintain the Building Information Model (BIM), Common Data Environment (CDE), clash detection process, model review procedure and digital design coordination protocol.

Ownership of BIM shall vest with SBI.

65.2. Vesting of Intellectual Property Rights :

All intellectual property rights—including but not limited to copyrights, usage rights, rights of reproduction, and rights in derivative works—arising out of the Project Materials shall vest solely, irrevocably, and absolutely in the Bank from the date of their creation.
The Bank shall possess full, unfettered, perpetual, irrevocable and royalty-free rights to use, reproduce, store, publish, disclose, modify, adapt, translate, sublicense, assign the Project Materials in any manner it deems fit, for the purposes of the Project or for any other purpose whatsoever.

This provision shall operate without prejudice to any non-waivable moral rights recognized under applicable Indian law; however, all economic, proprietary, commercial, and usage rights in and to the Deliverables shall vest absolutely and exclusively in the Bank.

65.3. Handover Upon Completion / Foreclosure / Termination :

Upon completion, termination, suspension, or foreclosure of the engagement, the PMC shall, without delay and without any additional cost, deliver to the Bank all Project Materials in:

(i) Hard copy format, and

(ii) Editable, unlocked, native digital formats (including but not limited to CAD, BIM, Excel, Word, and other project software formats).

65.4. No Lien or Residual Rights :

The PMC, its Architect, and their consultants or personnel shall have no lien, claim, or residual rights whatsoever over the Project Materials.

65.5. Restrictions on Use :

The PMC and its associated parties shall not use, reproduce, publish, disclose, or share any Project Materials with any third party, nor utilize such materials for any other project or purpose, without the prior written consent of the Bank.

65.6. Survival :

This clause shall survive termination or completion of the Agreement.

---------- *(End of this Section)* ----------

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9. ANNEXURES

Following is the List of Annexures to be submitted, filled in, with supporting documents along with the RFP – Technical Bid :

S.No.	Annexure No.	Particulars
1	A	Letter of Transmittal
2	B	Parameters for Design Technical Competition
3	C	Firm - Profile
4	C1	Financial Information
5	C2	Financial Year Wise Turnover Details for The Last 5 Years.
6	D	Bio-Data of The Partners / Directors / Associates
7	E	Bio-Data of Permanent Technical Staff (PM, RE, Architects, Engineer, etc.)
8		Detail of Projects, Works, Certificates, Awards, etc. as Project Management Consultant (PMC) (F, F1 to F12).
8.1	F	Detail Of Major Project Management Consultancy (PMC) Projects - (For "Similar Project" Completed)
8.2	F1	Detail Of Major Project Management Consultancy (PMC) Projects - (For "Similar Project" In Hand)
8.3	F2	Experience with PSU/ Public Sector Bank / Public Limited (Listed) Company / MNC's/Central Govt. / State Govt. / Semi Govt. Departments/ Organizations
8.4	F3	Performance Certificate from Existing Clients.
8.5	F4	Certification in green and/or energy saving building in LEED/ GRIHA/ IGBC rating system in any Residential and/or Commercial building projects (irrespective of monetary ceiling)
8.6	F5	Number of Awards / Rewards received from any Govt. established Organization or any reputed National or International Organisation in field of project management or architectural consultancy or construction works like Quality, Safety, etc.
8.7	F6	Number of completed / ongoing Project using Rapid Construction Technology as Mivan Technology, Pre-Cast Concrete Technology, BIM Digital Planning Technology, etc.
8.8	F7	Largest completed Township Project (Land Area) as PMC.
8.9	F8	Maximum Total built-up area of any Single 'Similar Project' Handled as PMC
8.10	F9	Height of Tallest structure completed as PMC.
8.11	F10	PMC of Smart City / Amrit City / PMAY Project, (both completed / in-progress).
8.12	F11	Use of any in-house Digital Application or software for project management in PMC Projects.
8.13	F12	Total no. of Certifications (for Qualification in field of Quality / Technical / Management) for quality, processes, etc. as ISO (9000, 14000, 45000),

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		Risk Management, Safety Management, Project Management, BIM, Quality Management, Construction Management, Project Management, Planning, Environmental, Sustainable Energy Management, Quantity Surveying, Contract Management, Construction Technology, etc. (Organisation or its employees on roll).
9	G	KEPT BLANK (Nil)
10	H	List of Pending Arbitration/Litigation/Suits With Previous Clients
11	I	Details of Proposed Key Technical Personnel Likely to be Deployed at Work Site for Executing the Project (Indicative List)
12	J	Declaration (Who Have Downloaded The Bid Document from the Web)
13	J1	A brief of Scope of Services to be offered by PMC.
14	K	Declaration-Cum- Certificate as per Restrictions under Rule 144 (XI) of General Financial Rules 2017 of Ministry of Finance, India order no. F. No 6/18/2019/PPD dated 23rd July 2020
15	L	Solvency Certificate With Bank's Detail
16	M	KEPT BLANK (Nil)
17	N	Bank Guarantee For Performance Security
18	O	Pre – Bid Enquiry Format
19	P	Letter Of Undertaking
20	Q	Pre-Contract Integrity Pact
21	R	Bank Guarantee In Lieu Of Security Deposit
22	S	Sample Agreement Between State Bank Of India (SBI) And Project Management Consultant (PMC)
23	T	Draft Indemnity Bond Format
24	U	Non-Disclosure Agreement
25	V	List of Annexures
26	W	List of Supporting Documents, Submittals with Technical Bid
27	X	Declaration
28	Y	Performa for Submission of the Price Bid

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Annexure A

LETTER OF TRANSMITTAL

(Performa to be typed on the letter head of the Applicant)

The Dy. General Manager (F & OA),
F & OA Dept.,
State Bank Global IT Centre,
1st Floor, "C" Wing,
Sector 11, C.B.D. Belapur,
Navi Mumbai – 400614.

Sub: Submission of Documents for Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.

Dear Sir,

Having examined the details given in Tender notice and Tender document for the above work, I/we hereby submit online the pre-qualification documents (issued / downloaded from web) and other relevant information. Further:

a. I/We hereby certify that all the statements made and information supplied in the Application Form, enclosed Annexures / forms - A to Y, Checklist and accompanying statements are true and correct.

b. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.

c. I/We submit the requisite certified solvency certificate and authorize the Dy. General Manager (F & OA), SBI to approach the Bank issuing the solvency certificate to confirm the correctness thereof if they so desire.

d. I/We also authorize Dy. General Manager (F & OA), SBI to approach individuals, employers, firms and corporation to verify our competence and general reputation.

e. I/We also submit prescribed declarations in respect of downloaded RFP document. (Applicable only in case of application on downloaded RFP document)

f. I/We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works:

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S. No.	Name of Work	Certificate from

g. In case at any stage later, information/details submitted by me / us is / are found to be incorrect / false / fabricated, SBI shall have the absolute right to disqualify / reject the application out-rightly and also debar me / us in participating in any future Tenders, EOI without any prior intimation to me / us.

h. I have read all the Terms and Conditions/ pre-qualification criterion etc. and agree to abide by the decision of the Bank in all respect.

Enclosures:

Seal of applicant firm:

Date of submission:

Sign & Stamp of Applicant/
Authorized Signatory

ANNEXURE –B

PARAMETERS FOR DESIGN TECHNICAL COMPETITION

Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.

(Applicants to submit documents in support of the Broad Criteria / Technical Parameter mentioned below in Evaluation Matrix A & B).

(A) BRIEF TECHNICAL PARAMETER FOR EVALUATION BEFORE DESIGN COMPETITION (Stage A) :

(PMC Firms/Individuals scoring minimum 60% marks as per parameters of 'Stage A' of Technical Evaluation, shall be shortlisted by the Committee for participation in Stage B).

S. No	Broad Criteria / Technical Parameter	Maximum Marks
1.	Number of total staff (including Architects, Engineers, Managers, etc.) in firm / company (on pay roll): Minimum 200 = 6, More than 200 and up to 300 = 8, more than 300 and up to 400 = 10, More than 400 up to 550 = 12, More than 550 = 15	15
2.	Experience of the PMC firm (as on 30.06.2026), minimum 15 yrs. = 8 more than 15 yrs. and up to 20 yrs.= 10, more than 20 yrs. and up to 25 yrs.= 12, more than 25 yrs.= 15	15
3.	Average Annual Turnover of the Applicant of last three financial years, as on 31.03.2026 (Max 15 marks) : a. Minimum ₹ 18 Cr - 6 Marks b. More than ₹ 18 Cr and up to ₹ 30 Cr - 8 Marks c. More than ₹ 30 Cr and up to ₹ 40 Cr. - 10 Marks d. More than ₹ 40 Cr and up to ₹ 60 Cr. - 12 Marks e. More than ₹ 60 Cr. - 15 Marks.	15
4.	Experience with PSU/ Public Sector Bank / Public limited (Listed) Company / Central Govt. / State Govt. / Semi Govt., completed in the last 7 years as on 30.06.2026 : Three or more Project of at least 40% of the proposed project cost (₹ 800 Cr.) = 8 Two or more Projects of at least 50% of the proposed project cost (₹ 1000 Cr.) =10, One Project of at least 80% of the proposed project cost (₹ 1600 Cr.) = 12, One Project of at least 100% of the proposed project cost (₹ 2000 Cr) = 15.	15

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5.	Maximum value (Project Cost / WO) of any **Single 'Similar Works' / 'Similar Project'**, **IN HAND,** as on 30.06.2026 : More than ₹ 800 Crores and up to ₹ 1000 Crores = 8, More than ₹ 1000 crores and up to ₹ 1200 Crores =10, More than ₹ 1200 crores and up to ₹ 1400 Crores =12, More than ₹ 1400 crores=15	15
6.	Performance Certificate (PC) from Existing Clients (Works above ₹ 800 Cr.), during the last 7 years as on 30.06.2026 : (as per highest grade PC submitted). a. Excellent / Very Good = 10 b. Good= 6 c. Satisfactory / Fair = 4	10
7.	Certification in green and/or energy saving building in LEED/ GRIHA/ IGBC rating system in any Residential and/or Commercial building projects (irrespective of monetary ceiling), completed during the last 7 years as on 30.06.2026: a. Green certified 5 or more projects =10 b. Green certified 4 projects = 08 c. Green certified 3 projects = 06 d. Green certified 2 projects = 04 e. Green certified 1 projects = 03	10
8.	Number of Awards / Rewards received from any Govt. established Organization or any reputed National or International Organisation in field of project management or architectural consultancy or construction works like Quality, Safety, etc. during the last 7 years as on 30.06.2026 : Minimum 3 = 6, Between 4 to 6 = 8, More than 6 = 10.	10
9.	Number of completed / ongoing Project using Rapid Construction Technology as Mivan Technology, Pre-Cast Concrete Technology, BIM Digital Planning Technology, etc. during the last 7 years as on 30.06.2026 Minimum 3 = 6 , Between 4 and up to 6 = 10, Between 7 and up to 9 = 12, 10 or More than 10 = 15	15
10.	Largest completed Township Project (Land Area) as PMC, during the last 7 years as on 30.06.2026 : minimum 2 acres and up to 10 acres = 6 more than 10 acres and up to 15 acres = 8, more than 15 acres and up to 20 acres = 10, more than 20 acres and up to 25 acres = 12, more than 25 acres = 15	15
11.	Maximum Total built-up area of any Single 'Similar Project' Handled as PMC, during the last 7 years as on 30.06.2026 : More than 10 Lakhs Sft and up to 20 Lakhs Sft = 4, More than 20 Lakhs Sft and up to 30 Lakhs Sft = 6, More than 30 Lakhs Sft and up to 38 Lakhs Sft = 8,	10

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	More than 38 Lakhs Sft =10.	
12.	Height of Tallest structure completed as PMC, during the last 7 years as on 30.06.2026 : more than 37.5 m and up to 45 m = 6 more than 45 m and up to 55 m = 8, more than 55 m and up to 65 m = 10, more than 65 m and up to 75 m = 12, more than 75 m = 15.	15
13.	PMC of Smart City / Amrit City / PMAY Project, (both completed / in-progress), during the last 7 years as on 30.06.2026 : up to 4 no. = 4 between 5 to 7 no. = 6, between 8 to 10 no. = 8, more than 10 no. = 10	10
14.	Place of Registered Office / Corporate Office / Head Quarter / Branch - a. In Mumbai / Navi Mumbai = 5 b. Outside Mumbai / Navi Mumbai but in Maharashtra = 4 c. Outside Maharashtra = 3	5
15.	**Constitution of Firm-** **a.** Public Ltd. / Private Ltd. / LLP- 5 b. Partnership- 4 c. Others- Sole proprietorship- 3	5
16.	Use of any in-house Digital Application or software for project management in PMC Projects : Yes – 5 No - 0	5
17.	Total no. of Certifications (for Qualification in field of Quality / Technical / Management) for quality, processes, etc. as ISO (9000, 14000, 45000), Risk Management, Safety Management, Project Management, BIM, Quality Management, Construction Management, Project Management, Planning, Environmental, Sustainable Energy Management, Quantity Surveying, Contract Management, Construction Technology, etc. (Organisation or its employees on roll), during the last 7 years as on 30.06.2026 : up to 5 no. = 6 between 6 to 8 no. = 8, between 9 to 11 no. = 10, between 12 to 15 no. = 12, more than 15 no. = 15.	15
18.	**SUB – TOTAL MARKS (A)**	____ / 200

(All monetary amounts and financial limits mentioned under **Table – Stage A** are exclusive of GST).

(in the above table, any parameter, figure submitted by applicant, below the minimum defined no., percentage, range or criteria shall be considered as 'zero' marks).

(B) BRIEF TECHNICAL PARAMETER FOR EVALUATION OF PRESENTATION IN DESIGN COMPETITION MADE BY PMC (Stage B):

(PMC Firms/Individuals scoring minimum 60% marks as per parameters of 'Stage B' of Technical Evaluation shall be eligible for opening of Price Bid).

APPROACH AND METHODOLOGY (to be presented before Evaluation Committee)

Mark to be allotted by BANK's Evaluation Committee / Team on the basis of the Design Competition presentation made by The BIDDER on the following parameters:

S.No.	Broad Criteria / Technical Parameters	Maximum Marks 100
	Design Competition / Presentation for this Project	
1	Architectural & Green building features, 3D view, detailed master plan, layout plan, indicating furniture layout, other amenities specifications and approximate estimated cost of the Project.	**---**
1.1	Preparation of Master Plan, Landscaping, Amenities, Infrastructure, etc.	**10**
1.2	Preparation of Layout Plan (Buildings & Flats, Amenities, etc.)	**10**
1.3	Preparation of Elevations, Sections, 3D walkthrough, etc. of whole Project	**10**
2	Cost effective Site Utilization & Economical Design, along with Estimated Cost / Per Sqm.	**10**
3	Approach, Roadmap, and Execution Details regarding Project Management - planning, supervision, monitoring, coordination & execution of the Project; complying & availing statutory Approvals / requirements, complying CVC & CTE guidelines and providing quality - driven delivery of the project while coordinating with multiple stakeholders.	**10**
4	Design Innovation Modern / Contemporary, State of the Art, Cost Effective Architectural features used in the proposed project.	**5**
5	Compatibility of Site Orientation of the project considering Sun path and other such parameters governing the design concept. Massing (Compactness), Circulation (integration), Landscape blending with Existing profile of the proposed project.	**5**
6	Incorporation of Environmentally Friendly, Energy Saving and sustainability considerations in planning and design considering the use of eco-friendly materials, locally available materials and maximization of retention of existing trees at site with IGBC Credentials.	**5**

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7	Knowledge of Building Bylaws, National Building Code, MoEF, AAI and Statutory Requirements of respective local bodies/Municipalities, etc.	**5**
8	Technical approach and Methodology towards the proposed project with respect to the nature of Project Management, technology, structure, kind of finish, innovations, etc.	**5**
9	Overall Presentation, Interpretation of presentation Concept, Interaction on concept and response to queries of the committee members.	**10**
10	Demonstration of use of various Software's, in-house app's, digital tools for Project Management	**5**
11	Organization Structure, Responsibility Matrix, Qualification & Experience of Personnel's to be deployed on the said Project.	**5**
11.1	"Level of Executive Sponsorship" in all Quarterly Project Review Meetings - at the level of CEO / MD / Country Head or equivalent and who shall resolve Project related issues.	**5**
12	**SUB - TOTAL MARKS (B)**	**___ / 100**

(C) Total of Score of Stage A and Stage B :

Total Score (C) = Sum of Score of Stage A and Stage B (to be minimum 60%).

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

a) The final selection of PMC will be made on the basis of techno-commercial evaluation by assigning weightages in the ratio of 70% to the (C), i.e. sum of (A) Brief Technical Parameter for Evaluation Before Design Competition and (B) Brief Technical Parameter for Evaluation of Presentation Made by PMC (various technical parameters) made before the committee and 30% to the Price Bid (professional fee to be quoted in online mode only).

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:

S. No.	Bid	Weightage	Marks Obtained
1.	Technical Bid (C)	70%	X
2.	Price Bid	30%	Y
	Total	100%	X+Y

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- 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: (example)

S. No.	Bidders	Technical Score, out of 200 (A)	% Score in Stage A (min. 60%)	Technical Score, out of 100 (B) (min. 60%)	Total of Technical Evaluation, out of 300 (A+B=C)	% Score in (Stage A + Stage B) (min. 60%) (Max. 300)	Technical Score out of Weighted 70%	Fees Quoted in %	Price Score out of Weighted 30%	Total Marks Scored
							(A)		(B)	(A + B)
1	Party-01	162	81	76	238	79.33	70.00	2.32	22.24	**92.24**
2	Party-02	112	56	*Rejected as scored less than 60%*						
3	Party-03	146	73	54	*Rejected as scored less than 60%*					
4	Party-04	128	64	80	208	69.33	61.18	1.72	30.00	91.18
5	Party-05	142	71	87	229	76.33	67.35	3.02	*Rejected (fee quoted above the limit specified)*	
6	Party-06	127	63.5	51	178	59.33	*Rejected as scored less than 60%*			

Result: From the above, Party - 01 is the successful PMC called 'Most Suitable PMC".

Signature, Name and Seal of PMC

With Date and Place

Sign & Stamp of PMC's Authorized Signatory/Applicant

PLEASE PAY ATTENTION

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

- Information to be furnished should be crisp, to the point and precise.

- Please do not keep any field blank. In case nothing has to be filled in a particular field then please write 'Not Applicable' there.

- Supporting documentary evidences are needed for claims made in the Proposal. Please keep copies of all these documents ready. Arrange them in order of appearance of their reference in the Proposal. Write Annexure number in serial order on these documents in top right corner of document in bold letters. Annexed the set of these documents at the end of the Proposal. Please mention correct Annexure Number at relevant pages of the Proposal. This will help us to evaluate the bid quickly.

- There is possibility that same document has to be mentioned as evidence at more than one place in the Proposal. In that case keep only one copy of that document and mention that particular Annexure Number at every place where that particular document needs to be referred.

- The certificate from the client should clearly mention particulars of the project, scope of services offered by the PMC, actual project cost, date of completion of project, existence of green building features and opinion of client on quality of services rendered by the PMC.

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – C

FIRM - PROFILE

Selection of the Project Management Consultant (PMC) for Re-Development & Construction of High-Rise Commercial & Residential Towers at SBI Colony, Nerul, Navi Mumbai.

S.No.	Particulars	Details
1	Name of the Firm / Company	
1.1	Name of Owner / Main Partner / Director	
2	Address of Registered Office / Corporate Office / Head Quarter	
2.1	Address for Communication	
3	Telephone No. with STD code & Mobile Number	
4	Primary e-mail address	
5	Alternate e-mail address	
6	Constitution of the Firm (Proprietorship Firm/ Partnership Firm/ Private Limited Company/ Public Limited Company)	
7	Date of Establishment	
8	Name of document of evidence of establishment like certificate of incorporation and its number (if any) and date of issue	
9	Annexure number of documents mentioned in col (8)	
10	Please mention PMC work done before 30.06.2026	

Sign & Stamp of PMC's Authorized Signatory/Applicant

11	Annexure number of documents in evidence of information submitted in col (10)		
12	Name of proprietor / Partners / Directors		
12.1	Bio-data of Partners / Associates, Details may be given in the enclosed format (Annexure D)		
13	Registration Number with Council of Consultant / Indian Institute of Architects (Copy of valid registration to be enclosed)		
14	Annexure number of copies of registration certificate mentioned in col (13)		
15	Goods & Service Tax registration number		
16	Annexure number of GST registration certificate		
17	GST paid during last 3 years (amount in Crores)	Year ended on	Tax paid
		31.03.2024	
		31.03.2025	
		31.03.2026	
18	Annexure number of certificates issued by Chartered Accountant for supporting information mentioned in col (17) or any other evidence in that regard		
19	Turnover of the firm during last 3 years (amount in Crores)	Year ended on	Turnover
		31.03.2024	
		31.03.2025	
		31.03.2026	

Sign & Stamp of PMC's Authorized Signatory/Applicant

20	Annexure number of certificates issued by Chartered Accountant for supporting information mentioned in col (19) and audited P&L statement in that regard					
21	Number of Architects / Engineers who are promoters or permanent employee of the firm (These numbers should tally with details being given in Annexure 'I')	PM	RE	Engineers	Architects	Total
22	Annexure number of lists of office equipment owned by the firm					
23	If firm is not having an office in Navi Mumbai, then indicate the time by which it is likely to open an office thereat with documentary evidence. (A confirmation from the firm, stating that within max. 2 months of award of the project, a proper office set up will be opened in Navi Mumbai).					
24	Details of Bank account of firm					
	Account name (exactly as it appears on statement of account)					
	Account number					
	IFSC					
	Name of Bank					
	Branch name and branch code					
25	Name, designation, email id & mobile no. of Executive of the firm/ Company to whom Bank can contact as 'SPOC'.					
26	Email ID and Mobile number of above contact person					

Sign & Stamp of PMC's Authorized Signatory/Applicant

27	Latest Income Tax Clearance Certificate to be enclosed	
27.1	Annexure number of latest income tax clearance certificate	
28	Name and value of major PMC Works of Building: Construction works completed during the last 7 years ending on 30.06.2026 . Details may be given in enclosed format (Annexure F)	
29	Name & value of other major PMC Works (other than building works) on hand. Details may be given in enclosed format (Annexure F1)	
30	Name & value of the major PMC Works of Building Construction work in hand. Details may be given in the enclosed format (Annexure F1)	
31	Details of features of sustainability, green building provided in the buildings	
32	Details of modern amenities provided in the building	
33	List of Technical Personnel employed (Annexure 'I')	
34	List of other Personnel employed (Annexure 'I')	
35	List of consultants engaged by the Firm: (Address, telephone numbers and email ID etc. are to be furnished) (Annexure 'I')	
36	List of registration or empanelment with other Organizations:	

Sign & Stamp of PMC's Authorized Signatory/Applicant

37	Details and List of completion certificate from the clients for completed / ongoing projects	
37.1	Details and List of Performance Certificate from the clients for completed / ongoing projects	
38	Certified copies of the letter of intent for award of the work from reputed private / multinational organizations/ PSUs etc.	
39	Particulars of participation in competitions and awards if any received	

Note: Please enclose separate sheets for additional information, photographs, and documents. Add documentary evidence in support of above information's.

Signature of the PMC with Seal

Date:

Place:

Sign & Stamp of PMC's Authorized Signatory/Applicant

Annexure C1

Form A

FINANCIAL INFORMATION

i) Banker Details

Name of the Bank:
Branch with Address :
City :
Contact person in the Bank :
Contact Details :

ii) Details of Chartered Accountant

Name :
Address :
Registration details of accountant :
Contact Number :
E-mail address :

iii) Financial Analysis – Details to be furnished of the Annual financial statement for the last seven years. It should be supported by audited balance sheets and profit and loss accounts (of last three years ending on **31.03.2026**) duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.

YEARS	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
(i) Gross Annual turn-over .							
(ii) Profit/Loss							
(iii)Financial position:							
(a)Cash							
(b) Current Assets							
(c)Current Liabilities							
(d) Working capital (b-c)							
(e)Current Ratio: (Current Assets/Current Liabilities (b/c))							
(f) Acid Test Ratio (Quick Asset/Current Liability (a/c))							

i.Income Tax Clearance Certificate

ii.Solvency certificate from Bankers (Schedule Bank) of Applicant.

Sign & Stamp of PMC's Authorized Signatory/Applicant

iii. Financial arrangements for carrying out the proposed work

Signature of Charted Accountant
Signatory/Applicant
with seal

Sign & Stamp of Authorized

Annexure C2

FINANCIAL YEAR WISE TURNOVER DETAILS FOR THE LAST 5 YEARS.

Sr. No. (A)	Financial year (B)	Turnover Amount of the firm (in Rs.) (C)	Remarks/ reason for abnormal fluctuations in two continuous F.Y.
1	2025-26		
2	2024-25		
3	2023-24		
4	2022-23		
5	2021-22		

Signature of Charted Accountant

Sign & Stamp of Authorized Signatory /Applicant with seal

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – D

BIO-DATA OF THE PARTNERS / DIRECTORS/ASSOCIATES

Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.

Use separate form for each Partner / Director / Associates.

1	Name	
2	Designation/position	
2.1	Email ID & mobile no.	
3	Associated with the firm since	
4	Date of Birth / Age	
5	Professional Qualification	
6	Professional Experience	
7	Professional Affiliation	
8	Details of Membership	
9	Detail of the papers published in Magazine (s) (If enclosed in separate sheet then indicate Annexure number)	
10	Annexure number of document evidencing association with the firm like partnership deed, etc.	
11	Details of cost effective methods/ designs adopted in the projects.	
12	Exposure to new materials/ Techniques.	
13	Details of Features of green buildings provided in the buildings.	

Sign & Stamp of PMC's Authorized Signatory/Applicant

14	Details of modern amenities provided in the buildings.	

Note: Please enclose separate sheets for additional information, photographs, and documents.

Signature of the PMC with seal

Date:

Place:

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – E

BIO-DATA OF PERMANENT TECHNICAL STAFF (PM, RE, ARCHITECTS, ENGINEER, ETC.)

Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.

Use separate form for each Executive

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

Note: Please enclose separate sheets for additional information, photographs, and documents.

Signature of the PMC with Seal

Date:

Place:

ANNEXURE – F

DETAIL OF MAJOR PROJECT MANAGEMENT CONSULTANCY (PMC) PROJECTS

(Project Completed during the last 7 years (as on 30.06.2026)

(FOR "SIMILAR PROJECT" *COMPLETED)*

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. (Projects above ₹ 800 Crores excluding GST)

S.No.	Particulars	Details	
1	Name and address of the Client		
2	Name of Project		
3	Location of the building with complete address, Municipal Limits		
4	Brief details of the Job assigned to PMC in the Project.		
5	Value of project (Rs in Cr) (excl. GST)	Estimated	Final
6	Project Schedule :	Scheduled	Actual
6.1	Date of start of project		
6.2	Date of completion of project		
7	Built up Area (in sq. mt)		
8	Number of stories incl. basement.		
9	Height of building from ground (in meters)		
10	Green Certification, if any.		
11	Work Order attached as Annexure	Annexure _____	
12	Completion Certificate attached as Annexure	Annexure _____	

Note: (a) The work should have been executed by the firm with name in which they are submitting the application.
(b) The Bank may obtain the confidential report from the above mentioned clients and the PMC shall not object the same.
(c) Please enclose separate sheets for additional information, photographs, and documents.
(d) Add more sheets for multiple projects.

Date:
Place: Signature of the PMC with Seal

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – F1

DETAIL OF MAJOR PROJECT MANAGEMENT CONSULTANCY (PMC) PROJECTS

(Project Completed during the last 7 years (as on 30.06.2026)

(FOR "SIMILAR PROJECT" *IN HAND)*

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. (Projects above ₹ 800 Crores excluding GST)

S.No.	Particulars	Details	
1	Name and address of the Client		
2	Name of Project		
3	Location of the building with complete address, Municipal Limits		
4	Brief details of the Job assigned to PMC in the Project.		
5	Value of project (Rs in Cr) (excl. GST)	Estimated	Final
6	Project Schedule:	Scheduled	Actual
6.1	Date of start of project		
6.2	Date of completion of project		
7	Built up Area (in sq. mt)		
8	Number of stories incl. basement.		
9	Height of building from ground (in meters)		
10	Green Certification, if any.		
11	Work Order attached as Annexure	Annexure _____	
12	Completion Certificate attached as Annexure	Annexure _____	

Note: (a) The work should have been executed by the firm with name in which they are submitting the application.

(b) The Bank may obtain the confidential report from the above mentioned clients and the PMC shall not object the same.

(c) Please enclose separate sheets for additional information, photographs, and documents.

(d) Add more sheets for multiple projects.

Date:

Place: Signature of the PMC with Seal

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – F2

EXPERIENCE WITH PSU/ PUBLIC SECTOR BANK / PUBLIC LIMITED (LISTED) COMPANY / MNC's/CENTRAL GOVT. / STATE GOVT. / SEMI GOVT. DEPARTMENTS/ ORGANIZATIONS

(Project Completed during the last 7 years (as on 30.06.2026)

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. (Projects above ₹ 800 Crores excluding GST)

S.No.	Particulars	Details	
1	Name and address of the Client		
2	Name of Project		
3	Location of the building with complete address, Municipal Limits		
4	Brief details of the Job assigned to PMC in the Project.		
5	Value of project (Rs in Cr) (excl. GST)	Estimated	Final
6	Project Schedule:	Scheduled	Actual
6.1	Date of start of project		
6.2	Date of completion of project		
7	Built up Area (in sq. mt)		
8	Number of stories incl. basement.		
9	Height of building from ground (in meters)		
10	Work Order attached as Annexure	Annexure _____	
11	Completion Certificate attached as Annexure	Annexure _____	

Note: (a) The work should have been executed by the firm with name in which they are submitting the application.
(b) The Bank may obtain the confidential report from the above mentioned clients and the PMC shall not object the same.
(c) Please enclose separate sheets for additional information, photographs, and documents.
(d) Add more sheets for multiple projects.

Date:
Place: Signature of the PMC with Seal

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – F3

PERFORMANCE CERTIFICATE FROM EXISTING CLIENTS

(Project Completed during the last 7 years (as on 30.06.2026)

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. (Projects above ₹ 800 Crores excluding GST)

S.No.	Particulars	Details	
1	Name and address of the Client		
2	Name of Project		
3	Location of the building with complete address, Municipal Limits		
4	Brief details of the Job assigned to PMC in the Project.		
5	Value of project (Rs in Cr) (excl. GST)	Estimated	Final
6	Project Schedule:	Scheduled	Actual
6.1	Date of start of project		
6.2	Date of completion of project		
7	Built up Area (in sq. mt)		
8	Number of stories incl. basement.		
9	Height of building from ground (in meters)		
10	Details and List of Performance Certificate from the clients for completed projects.	Annexure _____	

Note: (a) The work should have been executed by the firm with name in which they are submitting the application.

(b) The Bank may obtain the confidential report from the above mentioned clients and the PMC shall not object the same.

(c) Please enclose separate sheets for additional information, photographs, and documents.

(d) Add more sheets for multiple projects.

Date:

Place: Signature of the PMC with Seal

ANNEXURE – F4

CERTIFICATION IN GREEN AND/OR ENERGY SAVING BUILDING IN LEED/ GRIHA/ IGBC RATING SYSTEM IN ANY RESIDENTIAL AND/OR COMMERCIAL BUILDING PROJECTS (IRRESPECTIVE OF MONETARY CEILING)

(Project Completed during the last 7 years (as on 30.06.2026)

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.

S.No.	Particulars	Details	
1	Name and address of the Client		
2	Name of Project		
3	Location of the building with complete address, Municipal Limits		
4	Brief details of the Job assigned to PMC in the Project.		
5	Value of project (Rs in Cr) (excl. GST)	Estimated	Final
6	Project Schedule:	Scheduled	Actual
6.1	Date of start of project		
6.2	Date of completion of project		
7	Built up Area (in sq. mt)		
8	Number of stories incl. basement.		
9	Height of building from ground (in meters)		
10	Details & List of Certification in green / energy saving building in LEED/ GRIHA/ IGBC rating system in any building project, attached as ….	Annexure ____	
11	Features of green building provided		

Note: (a) The work should have been executed by the firm with name in which they are submitting the application.

(b) The Bank may obtain the confidential report from the above mentioned clients and the PMC shall not object the same.

(c) Please enclose separate sheets for additional information, photographs, and documents.

(d) Add more sheets for multiple projects.

Date:

Place: Signature of the PMC with Seal

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – F5

NUMBER OF AWARDS / REWARDS RECEIVED FROM ANY GOVT. ESTABLISHED ORGANIZATION OR ANY REPUTED NATIONAL OR INTERNATIONAL ORGANISATION IN FIELD OF PROJECT MANAGEMENT OR ARCHITECTURAL CONSULTANCY OR CONSTRUCTION WORKS LIKE QUALITY, SAFETY, ETC.

(Project Completed during the last 7 years (as on 30.06.2026)

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. (Projects above ₹ 800 Crores excluding GST)

S.No.	Particulars	Details	
1	Name and address of the Client		
2	Name of Project		
3	Location of the building with complete address, Municipal Limits		
4	Brief details of the Job assigned to PMC in the Project.		
5	Value of project (Rs in Cr) (excl. GST)	Estimated	Final
6	Project Schedule:	Scheduled	Actual
6.1	Date of start of project		
6.2	Date of completion of project		
7	Built up Area (in sq. mt)		
8	Number of stories incl. basement.		
9	Height of building from ground (in meters)		
10	Details of awards/ rewards received from Organisations as mentioned above.		
11	Awards / rewards certificate copies attached as Annexure	Annexure _____	

Note: (a) The work should have been executed by the firm with name in which they are submitting the application.

(b) The Bank may obtain the confidential report from the above mentioned clients and the PMC shall not object the same.

(c) Please enclose separate sheets for additional information, photographs, and documents.

(d) Add more sheets for multiple projects.

Date:

Place: Signature of the PMC with Seal

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – F6

NUMBER OF COMPLETED / ONGOING PROJECT (as PMC) USING RAPID CONSTRUCTION TECHNOLOGY AS MIVAN TECHNOLOGY, PRE-CAST CONCRETE TECHNOLOGY, BIM DIGITAL PLANNING TECHNOLOGY, ETC.

(Project Completed during the last 7 years (as on 30.06.2026)

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. (Projects above ₹ 800 Crores excluding GST)

S.No.	Particulars	Details	
1	Name and address of the Client		
2	Name of Project		
3	Location of the building with complete address, Municipal Limits		
4	Brief details of the Job assigned to PMC in the Project.		
5	Value of project (Rs in Cr) (excl. GST)	Estimated	Final
6	Project Schedule:	Scheduled	Actual
6.1	Date of start of project		
6.2	Date of completion of project		
7	Built up Area (in sq. mt)		
8	Number of stories incl. basement.		
9	Height of building from ground (in meters)		
10	Details & List of completed / ongoing Project using Rapid Construction Technology as PMC.		
10.1	Its supporting document attached as	Annexure _____	

Note: (a) The work should have been executed by the firm with name in which they are submitting the application.

(b) The Bank may obtain the confidential report from the above mentioned clients and the PMC shall not object the same.

(c) Please enclose separate sheets for additional information, photographs, and documents.

(d) Add more sheets for multiple projects.

Date:

Place: Signature of the PMC with Seal

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – F7

LARGEST COMPLETED TOWNSHIP PROJECT (LAND AREA) AS PMC

(Project Completed during the last 7 years (as on 30.06.2026)

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. (Projects above ₹ 800 Crores excluding GST).

S.No.	Particulars	Details	
1	Name and address of the Client		
2	Name of Project		
3	Location of the building with complete address, Municipal Limits		
4	Brief details of the Job assigned to PMC in the Project.		
5	Value of project (Rs in Cr) (excl. GST)	Estimated	Final
6	Project Schedule:	Scheduled	Actual
6.1	Date of start of project		
6.2	Date of completion of project		
7	Built up Area (in sq. mt)		
8	Number of stories incl. basement.		
9	Height of building from ground (in meters)		
10	Details & List of Details of Largest completed Township Project (Land Area) as PMC.		
10.1	Its supporting document attached as	Annexure _____	

Note: (a) The work should have been executed by the firm with name in which they are submitting the application.
(b) The Bank may obtain the confidential report from the above mentioned clients and the PMC shall not object the same.
(c) Please enclose separate sheets for additional information, photographs, and documents.
(d) Add more sheets for multiple projects.

Date:
Place: Signature of the PMC with Seal

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – F8

MAXIMUM TOTAL BUILT-UP AREA OF ANY SINGLE 'SIMILAR PROJECT' HANDLED AS PMC

(Project Completed during the last 7 years (as on 30.06.2026)

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. (Projects above ₹ 800 Crores excluding GST)

S.No.	Particulars	Details	
1	Name and address of the Client		
2	Name of Project		
3	Location of the building with complete address, Municipal Limits		
4	Brief details of the Job assigned to PMC in the Project.		
5	Value of project (Rs in Cr) (excl. GST)	Estimated	Final
6	Project Schedule:	Scheduled	Actual
6.1	Date of start of project		
6.2	Date of completion of project		
7	Built up Area (in sq. mt)		
8	Number of stories incl. basement.		
9	Height of building from ground (in meters)		
10	Details of Maximum Total Built-Up Area of any Single 'Similar Project' Handled as PMC.		
10.1	Its supporting document attached as	Annexure _____	

Note: (a) The work should have been executed by the firm with name in which they are submitting the application.

(b) The Bank may obtain the confidential report from the above mentioned clients and the PMC shall not object the same.

(c) Please enclose separate sheets for additional information, photographs, and documents.

(d) Add more sheets for multiple projects.

Date:

Place: Signature of the PMC with Seal

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – F9

HEIGHT OF TALLEST STRUCTURE COMPLETED AS PMC

(Project Completed during the last 7 years (as on 30.06.2026)

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. (Projects above ₹ 800 Crores excluding GST)

S.No.	Particulars	Details	
1	Name and address of the Client		
2	Name of Project		
3	Location of the building with complete address, Municipal Limits		
4	Brief details of the Job assigned to PMC in the Project.		
5	Value of project (Rs in Cr) (excl. GST)	Estimated	Final
6	Project Schedule:	Scheduled	Actual
6.1	Date of start of project		
6.2	Date of completion of project		
7	Built up Area (in sq. mt)		
8	Number of stories incl. basement.		
9	Height of building from ground (in meters)		
10	Details of Height of Tallest Structure Completed as PMC.		
10.1	Its supporting document attached as	Annexure _____	

Note: (a) The work should have been executed by the firm with name in which they are submitting the application.

(b) The Bank may obtain the confidential report from the above mentioned clients and the PMC shall not object the same.

(c) Please enclose separate sheets for additional information, photographs, and documents.

(d) Add more sheets for multiple projects.

Date:

Place: Signature of the PMC with Seal

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – F10

PMC OF SMART CITY / AMRIT CITY / PMAY PROJECT, (BOTH - COMPLETED and/or IN-PROGRESS)

Project Completed during the last 7 years (as on 30.06.2026)

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. (Projects above ₹ 800 Crores excluding GST)

S.No.	Particulars	Details	
1	Name and address of the Client		
2	Name of Project		
3	Location of the building with complete address, Municipal Limits		
4	Brief details of the Job assigned to PMC in the Project.		
5	Value of project (Rs in Cr) (excl. GST)	Estimated	Final
6	Project Schedule:	Scheduled	Actual
6.1	Date of start of project		
6.2	Date of completion of project		
7	Built up Area (in sq. mt)		
8	Number of stories incl. basement.		
9	Height of building from ground (in meters)		
10	Details of PMC of Smart City / Amrit City / PMAY Project, (Both Completed / In-Progress).		
10.1	Its supporting document attached as	Annexure _____	

Note: (a) The work should have been executed by the firm with name in which they are submitting the application.

(b) The Bank may obtain the confidential report from the above mentioned clients and the PMC shall not object the same.

(c) Please enclose separate sheets for additional information, photographs, and documents.

(d) Add more sheets for multiple projects.

Date:

Place: Signature of the PMC with Seal

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – F11

USE OF ANY IN-HOUSE DIGITAL APPLICATION OR SOFTWARE FOR PROJECT MANAGEMENT IN PMC PROJECTS

(Project Completed during the last 7 years (as on 30.06.2026)

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. (Projects above ₹ 800 Crores excluding GST)

S.No.	Particulars	Details	
1	Name and address of the Client		
2	Name of Project		
3	Location of the building with complete address, Municipal Limits		
4	Brief details of the Job assigned to PMC in the Project.		
5	Value of project (Rs in Cr) (excl. GST)	Estimated	Final
6	Project Schedule:	Scheduled	Actual
6.1	Date of start of project		
6.2	Date of completion of project		
7	Built up Area (in sq. mt)		
8	Number of stories incl. basement.		
9	Height of building from ground (in meters)		
10	Details of the in-house Digital Application or software for project management in PMC Projects.		
10.1	Its supporting document attached as	Annexure _____	

Note: (a) The work should have been executed by the firm with name in which they are submitting the application.

(b) The Bank may obtain the confidential report from the above mentioned clients and the PMC shall not object the same.

(c) Please enclose separate sheets for additional information, photographs, and documents.

(d) Add more sheets for multiple projects.

Date:

Place: Signature of the PMC with Seal

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – F12

Total no. of Certifications (for Qualification in field of Quality / Technical / Management) for quality, processes, etc. as ISO (9000, 14000, 45000), Risk Management, Safety Management, Project Management, BIM, Quality Management, Construction Management, Project Management, Planning, Environmental, Sustainable Energy Management, Quantity Surveying, Contract Management, Construction Technology, etc. (Organisation or its employees on roll),

(Project Completed during the last 7 years (as on 30.06.2026)

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. (Projects above ₹ 800 Crores excluding GST)

S.No.	Particulars	Details	
1	Name and address of the Client		
2	Name of Project		
3	Location of the building with complete address, Municipal Limits		
4	Brief details of the Job assigned to PMC in the Project.		
5	Value of project (Rs in Cr) (excl. GST)	Estimated	Final
6	Project Schedule:	Scheduled	Actual
6.1	Date of start of project		
6.2	Date of completion of project		
7	Built up Area (in sq. mt)		
8	Number of stories incl. basement.		
9	Height of building from ground (in meters)		
10	Details & List of the Total no. of Certifications as mentioned above, is attached as	Annexure _____	
10.1	Its supporting document attached as	Annexure _____	

Note: (a) The work should have been executed by the firm with name in which they are submitting the application.

(b) The Bank may obtain the confidential report from the above mentioned clients and the PMC shall not object the same.

(c) Please enclose separate sheets for additional information, photographs, and documents.

(d) Add more sheets for multiple projects.

Date:

Place: Signature of the PMC with Seal

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – H

LIST OF PENDING ARBITRATION / LITIGATION/SUITS WITH PREVIOUS CLIENTS

Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.

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

Signature of the PMC with Seal/ Stamp

Date:

Place:

Sign & Stamp of PMC's Authorized Signatory/Applicant

Annexure – 'I'

DETAILS OF PROPOSED KEY TECHNICAL PERSONNEL LIKELY TO BE DEPLOYED AT WORK SITE FOR EXECUTING THE PROJECT (INDICATIVE LIST)

(Refer SWS)

Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.

S. No.	Name	Designation	Years of Experience	Qualification	Field of expertise

(Signature, name and Designation of authorized person with stamp)

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE 'J'

DECLARATION

(TO BE GIVEN BY THE APPLICANT WHO HAVE DOWNLOADED THE BID DOCUMENT FROM THE WEBSITE ON THE COMPANY LETTERHEAD)

The Dy. General Manager (F & OA),
F & OA Dept.,
State Bank Global IT Centre,
1st Floor, "C" Wing,
Sector 11, C.B.D. Belapur,
Navi Mumbai – 400614.

Sub: Submission of Tender Document for the Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.

Dear Sir,

It is to certify that:

1. I / We have submitted the BID document in the proforma as downloaded directly from the web site & there is no change in formatting, number of pages etc.

2. I / We have submitted BID document which are same / identical as available in the website.

3. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of BID document submitted by us are clear & legible.

4. I / We have signed (with stamp) all the pages of the BID document before submitting the same.

5. I / We have sealed the BID documents properly before submitting the same.

6. I /We have read carefully & understood the instructions to the applicants.

7. I / We have not made any modification / corrections / additions /deletions etc in the BID documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded BID documents from the original and / or any documentation, SBI shall have the absolute right to disqualify / reject the application out- rightly and also debar me / us in participating in any future Tender / EOI without any prior intimation to me / us.

Place :

Date : Sign & Stamp of Authorized Signatory/Applicant

Annexure 'J1'

A BRIEF OF SCOPE OF SERVICES TO BE OFFERED BY PMC

Selection of the Project Management Consultant (PMC) for Re-Development & Construction of High-Rise Commercial & Residential Towers at SBI Colony, Nerul, Navi Mumbai.

The roles and responsibilities of PMC as mentioned in this RFP is summarised below:

SBI proposes to undertake the **redevelopment and construction of high-rise commercial and residential towers at SBI Colony, Nerul, Navi Mumbai.** The scope of the Project may be modified from time to time, and the Bank reserves the right to execute the Project in full or in part, defer or undertake construction of additional towers and associated facilities in phases, depending upon its requirements, availability of vacant land, permissible ground coverage, applicable statutory provisions and other operational considerations.

The Project shall incorporate modern building services, sustainable infrastructure and green building features, and shall comply with all applicable statutory requirements, the National Building Code (NBC), relevant Codes and Standards, and the requirements of IGBC/GRIHA or any other approved green building rating system, as specified by the Bank.

The PMC shall obtain all statutory, regulatory and departmental approvals, permissions, licences, No Objection Certificates (NOCs), development rights, Notice of Building Permission (NBP)/Intimation of Disapproval (IOD), Master Plan Approval and the Plinth Level Commencement Certificate (CC) required for finalisation of the EPC Tender and commencement of the Project. Thereafter, all subsequent Commencement Certificates (CCs), Completion Certificate(s), Occupancy Certificate(s), utility connections, Fire NOCs, Green Building Certification and other approvals required during execution, completion and commissioning of the Project shall be obtained by the EPCC under the supervision, review, monitoring and certification of the PMC, in accordance with the Contract and applicable statutory requirements.

Soon after the building proposal is cleared by the Municipal Authorities and other Civic authorities, SBI intends to commence the work and propose to complete the Project in all respects viz. ready for occupation within a maximum time span as stipulated in the RFP.

All works including permissions, NOCs, occupation, completion certificate, clearances required to be obtained from Municipal authorities, Electricity, Water supply and Sewage disposals, Fire Safety, regulatory, and other State, Central Government, Statutory authorities will have to be obtained by the PMC, and/or through EPCC, and shall give full assistance to the Bank in the processes, as mentioned in the SWS.

As the Project may involve demolition of some existing occupied residential buildings in the Colony / Complex, PMC has to oversee the demolition activities along with its disposal etc. including obtention of statutory permission from the local authorities as required in the matter as per the local laws, environmental laws, etc., as applicable. Further the work of proposed tower

Sign & Stamp of PMC's Authorized Signatory/Applicant

needs to be completed with minimum disturbance to the staff, occupants who are staying in the Colony.

The PMC will assume total responsibility for completion of the project in all respects till obtention of completion certificate (CC) and occupation certificate (OC) from Local Municipal Authorities within the specified time frame and thereafter for Defect Liability Period (DLP) as stated in this RFP. The time is the essence of the contract. While the duties of the PMC will be governed by this RFP and standard agreement to be executed with SBI by the successful PMC, the role and responsibilities of the PMC will broadly include following (either through themselves and/or EPCC as mentioned in this RFP) :

i) Preparation of detailed architectural design of building and carrying out its soil investigation.

ii) PMC shall, through EPCC, arrange for preparation of detailed structural design of building including its foundation based on soil investigation, design of all internal and external services such as electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, firefighting, horticulture, EPABX, Networking, AV & VC systems, gymnasium, parking, rainwater harvesting, sewage treatment plant, recycling of waste-water etc. The same shall be verified, certified and vetted by PMC before execution, re-issuing as 'Good for Construction' drawings.

iii) Features applicable for 'Green building' such as energy conservation, use of solar and other renewable sources of energy, recycling of waste-water, rainwater harvesting, use of natural light to the maximum extent etc. will have to be taken into account during planning, design, and execution stages so that, the Project can be rated as Green building, preferably of 'Platinum Certification of IGBC'.

iv) Preparation of all detailed architectural, engineering, structural drawings including those for all services as stated above.

v) Preparation of minimum 4 alternatives of architectural planning (master plan, layout plans, elevations, sections, landscaping, amenities, infrastructure, etc.), drawings and design and its 3D view / elevation, its 3D presentation with Visual Walk – through, for its approval by SBI. In order to achieve the desired plan, elevation, section, etc., Bank may advise multiple changes in each alternative, to the satisfaction of the Bank and the PMC is bound to incorporate the Bank's advise in the planning, design, elevation, section, master planning, etc. The PMC has to make number of revisions to these alternatives, for the complete satisfaction of the Bank, in its detailing. Any correction / change in the 'Base Alternative' will not be considered as other alternative. Preparation of model for two of the selected alternatives for its display and amend it as advised by the Bank.

vi) Preparation of estimates and assessing scrap, resale value of buildings to be demolished and providing valuations certificates, calling of competitive tenders for dismantling of buildings including removal of debris supervision of the said work, etc.

vii) Calling of competitive tenders for detailed soil investigation work for deciding load bearing capacity and type of foundation etc. and also for deciding minimum depth of foundation from specialized and reputed contractors in consultation with SBI including preparation of detailed estimates, draft tenders and advising panel of contractors to SBI.

viii) Preparation of DPR (Detailed Project Report), subhead-wise item-wise, detailed estimates based on current market rate analysis, which will include preparation of rate analysis for all items, take-of & quantity sheets. Working out overall built-up area rate and its comparison for reasonableness with other buildings recently done as also with CPWD built up area rates etc. for submission to the SBI for approval of the cost estimates.

ix) Preparation, floating & processing of tenders for selection of EPCC and/or trade-wise contractors by following elaborate procedure / norms laid-down by Bank and CVC guidelines.
x) Preparation of draft tenders', DPR, subhead-wise including detailed bills of quantity (BOQ) based on approved estimates by SBI and full set of tender documents including all terms, conditions, special conditions and standard clauses.

xi) Calling of competitive tenders for EPCC and/or each trade-wise contractors at appropriate time. Required sets of tender documents will have to be prepared by the PMC themselves at no extra cost to SBI.
xii) Detailed scrutiny of the tenders received including preparation of the comparative statements, analysis (rate, quality & quantity), etc. and submission of recommendations for acceptance or otherwise, of the tender of successful bidder / vendor, placing of work order etc.

xiii) Correspondences with Contracting agencies such as Letter of Intent (LOI), Work Order, NIT, instructions, etc. regarding the project will be issued by the PMC on behalf of the Bank.
xiv) Validation and issuance of detailed working drawings (minimum 3 sets) to the contractor along with work order so that work is not held up at any point of time for want of the drawings / details. Two sets of such drawings will have to be issued to SBI for it's records. All drawings shall be provided to Bank in AutoCAD and pdf format also.

xv) Complete role of a ''Project Management Consultant'' to be played by appointed PMC consultant and the said PMC consultant shall 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 lead by a Project Manager to be posted at the site and who will be overall responsible for smooth and timely completion of all works within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the PMC. The PMC work will broadly include 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.

xvi) The PMC and/or through EPCC, will have to apply and obtain all required approvals, NOC from Local Municipal Authorities and other Govt., Statutory, Regulatory authorities from time to time such as plinth verification, occupation, completion, drainage, water supply and electrical connection, fire safety clearance, verification by lift and electrical authorities etc. well in time so that the progress of the work is not hampered.

xvii) The effective communication between various agencies / vendors contractors, stakeholders will have to be ensured by the PMC. The problems, hindrances, bottlenecks need to be sorted out and/or removed by arranging site meetings of all concerned including Bank (SBI)

and record of such meetings, decisions taken etc. need to be maintained in a chronological manner kept in a separate register.

xviii) During the defects liability period, carrying out periodical inspection along with representatives of SBI and contractors, preparation of the list of defects list and arrange for its rectification from contractors.

xix) Preparation of 'As Built' drawings including those for all services and 2 sets of such drawings mounted on cloth papers and also in the form of a CD (soft copy in AutoCAD and PDF format) will have to be prepared and submitted to SBI.

xx) Bank's projects come under Technical Audit by Chief Technical Examiner's Organization of Central Vigilance Commission. Submission of Reply to their queries, compliance of their observations etc. are statutory requirement of Bank's PMC. PMC shall advise SBI with regard to extra claims or disputes, Chief Technical Examiner's observations, arbitration cases, court cases between SBI and the contractors, if any and assist SBI in case of any dispute till the cases are resolved either by mutual negation or through Arbitration or Court, as the case may be.

The list of duties mentioned above is only indicative and the PMC will have to assume full responsibility for completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workmanlike manner in all respects till its occupation within the agreed time schedule and cost by following laid down norms / procedure of SBI, local authorities, statutory & regulatory authorities 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.

Signed as token of acceptance.

Signature of consultant with seal Date:
Place:

Sign & Stamp of PMC's Authorized Signatory/Applicant

Annexure – 'K'

Declaration-Cum- Certificate on the Letter Head of Bidder Regarding Restrictions on Procurement From Bidders From A Country Or Countries, On Grounds Of Defense In India, Or Matters Directly Related Thereto, Including National Security.

(on the Applicant's Letter Head)

Restrictions under Rule 144 (XI) of General Financial Rules 2017 of Ministry of Finance, India order no. F. No 6/18/2019/PPD dated 23rd July 2020

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I/We, the bidder (Specify full name) _____

certify that we are NOT from such a country OR, if from such a country, has been registered with Competent Authority.

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

(Signature of Authorized Signatory along with Seal

Name of authorized signatory:

Designation of Authorized signatory:

List of Evidences enclosed:

1. Copy of certificate of valid registration with the Competent Authority (Score out if not applicable)
2. …….
3. ……..
4. ……..

Date:

Place:

ANNEXURE – 'L'

SOLVENCY CERTIFICATE WITH BANK'S DETAIL

This is to certify that M/s _____ address _____ is a customer of our bank and banking with us for the last …… years. Presently, the firm has availed undernoted banking facility/ies:

Sl. no.	Facility	Type of a/c	Present balance	Average balance during last 6 months

2. The conduct of firm's & key person's account have found to be satisfactory. As per the basis of credit facilities provided to the firm/ turnover in the accounts/ details available with us, the firm can be treated as good for any engagement up to a limit of ₹ _____(Rupees ___).

3. This certificate is issued on the basis of bank's record/ transactions with the bank, without any guarantee or responsibility on the bank or any of the officers, with confirmation that facts mentioned herein as per our record.

(Signature of Branch Manager with Seal)

Note:

1. Banker's certificate should be on the letter head of the scheduled commercial bank.
2. In case of partnership firm, certificate to include names of all partners as recorded with the bank.
3. Solvency certificate to be of current date

Sign & Stamp of PMC's Authorized Signatory/Applicant

Annexure - 'N'

BANK GUARANTEE FOR PERFORMANCE BOND / SECURITY

(On Stamp Paper of Appropriate Value and as amended from time to time from Nationalized Bank (other than SBI) & operable in Navi Mumbai only)

Please refer Annexure 'R' - BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

Sign & Stamp of PMC's Authorized Signatory/Applicant

ANNEXURE – 'O'

PRE – BID ENQUIRY FORMAT

(Please submit it in MS-Excel Format & PDF Format)

All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id as per NIT.

The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format:

Part A :

S.No.	Particulars	Details
1	Name of Organization submitting request	
2	Name & Designation of person submitting request	
3	Full formal address of the organization including mobile no. and email points of contact.	
4	Mobile & Tel. No.	
5	Email id :	

Part B:

S. No.	Bidding Document Reference(s) (Clause number/page)	Content of RFP requiring clarification	Points of Clarification required.
1			
2			

Place :

Date : Sign & Stamp of Authorized Signatory/Applicant

Annexure - 'P'

LETTER OF UNDERTAKING

(On the Applicant's Letter Head)

The Dy. General Manager (F & OA),
F & OA Dept.,
State Bank Global IT Centre,
1st Floor, "C" Wing,
Sector 11,
C.B.D. Belapur,
Navi Mumbai – 400614.

Selection of the Project Management Consultant (PMC) for Re-Development & Construction of High-Rise Commercial & Residential Towers at SBI Colony, Nerul, Navi Mumbai.

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 an EPC Project regarding Re-Development & Construction of High-Rise Residential & Commercial Towers, its Amenities, Infrastructure, Interiors, etc. at SBI's 25 Acres Colony, on Plot No. 1 & 2, Sector-13, Nerul, Navi Mumbai. 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 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 for an EPC Project regarding Re-Development & Construction of High-Rise Residential & Commercial Towers, its Amenities, Infrastructure, Interiors, etc. at SBI's 25 Acres Colony, on Plot No. 1 & 2, Sector-13, Nerul, Navi Mumbai, by engaging EPC contractor for designing and execution of the project.

2. We are equipped with adequate technical expertise and Manpower to plan, design and supervise various activities pertaining to Civil, Plumbing, Electrical, Mechanical, HVAC, Firefighting, Access Control System, Security, BMS and all other services pertaining to the project.

3. We shall be fully responsible to support the selected contractor and/or EPC contractor to carry out necessary liaising at all levels with the respective Govt Departments/ local authorities to

 Sign & Stamp of PMC's Authorized Signatory/Applicant

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 initiation 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 selected contractor and/or EPC contractor for submission of required design documents/drawings/papers to the competent authorities and carrying necessary liaison with them to procure all such permission within a reasonable time.

5. We understand that except approved professional fee, the SBI shall not be responsible for making any extra payment to us towards any of the professional and other services charges pertaining to this project.

6. We also undertake that in case, we are unable to deliver timely professional services in the project to deliver satisfactory pro-rata progress in the project, the SBI shall be at liberty to terminate our agreement at any stage of the project by giving 30 days' notice and no compensation shall be claimed by us for the services rendered including compensation for the balance work.

7. Wherever, necessary, we undertake that we shall be engaging expert Architects/consultants/ engineers 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 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 PMC responding to this EOI.

13. We have not induced or attempted to induce any other 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 an "EPC contractor" who shall design the project, get Municipal plan approvals and construct the project under supervision of 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 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 PMC firms for participating in the Techno-commercial competition and to accept any or to reject all the Bids without assigning reason there for.

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.

Sign & Stamp of PMC's Authorized Signatory/Applicant

24. The name(s) of successful 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 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 PMC

Signature and addresses of Witnesses

i)

ii)

Annexure - 'Q'

PRE - CONTRACT INTEGRITY PACT

(On non – judicial stamp paper of minimum Rs. 500/-)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of _____ 2026, between, on one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its _____Department / Office at ____, _____, (hereinafter called the "SELLER", which expression shall mean and include, unless the context otherwise enquires, its successors) of the First Part and M/s _ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the SELLER proposes to sale (Name of the Stores/Equipment/Item) and the BIDDER is willing to purchase/ acquire and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the SELLER 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:

i. Enabling the SELLER to sale the desired 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

ii. Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the SELLER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the SELLER

1.1 The SELLER undertakes that no official of the SELLER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation 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 SELLER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the SELLER 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.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the SELLER with full and verifiable facts and the same is prima facie found to be correct by the SELLER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SELLER 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 SELLER the proceedings under the contract would not be stalled.

3.0 Commitments of BIDDERs

The BIDDER 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 Pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SELLER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SELLER 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 favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.

3.3 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERs shall disclose their foreign principals or associates, if any.

3.4 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the SELLER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the SELLER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, 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.

3.6 The BIDDER, 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 SELLER 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.

3.7 The BIDDER 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.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to° others, any -information provided by the SELLER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

311 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the SELLER, or alternatively, if any relative of an officer of the SELLER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of EOI - Application Forms.

3.13 The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14 The BIDDER 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 SELLER.

1. Previous Transgression

4.1 The BIDDER 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 BIDDER's exclusion from the Tender / EOI process.

4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the Tender / EOI process or the contract, if already awarded, can be terminated for such reason.

5.0 Earnest Money (Security Deposit)

i. While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the SELLER through any of the mode mentioned in the RFP / bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a nationalized Bank including SBI. However, payment of any such amount by way of Bank Guarantee, if so, permitted as per bid documents / RFP should be from any nationalized Bank other than SBI and promising payment of the guaranteed sum to the SELLER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the SELLER shall be treated as conclusive proof for making such payment to the SELLER.

ii. Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of 10 months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the SELLER, including warranty period, whichever is later.

iii. MSME's too have to deposit EMD as stipulated.

iv. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Sale Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the SELLER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.

v. No interest shall be payable by the SELLER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

vi. EMD of unsuccessful bidders shall be returned after award of contract to the 'most suitable bidder'.

6.0 Sanctions for Violations

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

To immediately call off the pre-contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the SELLER desires to drop the entire process.

The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the SELLER and the SELLER shall not be required to assign any reason, therefore.

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

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

To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the SELLER, along with interest.

To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the SELLER resulting from such cancellation/rescission and the SELLER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

To debar the BIDDER from participating in future bidding processes of the SELLER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the SELLER.

To recover all sums paid, in violation of this Pact, by BIDDER(s) 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 SELLER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

Intimate to the CVC, IBA, RBI, as the SELLER deemed fit the details of such events for appropriate action by such authorities.

ii. The SELLER will be entitled to take all or any of the actions mentioned at para 6 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), 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.

iii. The decision of the SELLER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7.0 Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/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 product/systems or sub systems was supplied by the BIDDER 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 BIDDER to the SELLER, if the contract has already been concluded.

Independent Monitors

The SELLER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and email ID's of the Monitors to be given):

NAME	Shri Satyajit Mohanty	Smt. Rashmi Verma
CADRE	IPS (Retd.)	IAS (Retd.)
E-MAIL ID	satyajitmohanty88@gmail.com	rashmi.naveenverma@gmail.com

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.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

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

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the SELLER including that provided by the BIDDER. The BIDDER 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 BIDDER/Subcontractor(s) with confidentiality.

The SELLER 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.

The Monitor will submit a written report to the designated Authority of SELLER/Secretary in the Department, within 8 to 10 weeks from the date of reference or intimation to him by the SELLER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of Investigation

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

Law and Place of Jurisdiction

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

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

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.

Validity

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

The Parties hereby sign this integrity pact at ---------- on ----------

For BUYER	For BIDDER
Name of the Officer.	CHIEF EXECUTIVE OFFICER
Designation	
Office / Department / Branch	

Sign & Stamp of PMC's Authorized Signatory/Applicant

State Bank of India.

Witness	Witness
1	1.
2	2.

Sign & Stamp of PMC's Authorized Signatory/Applicant

Annexure - 'R'

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

Place: …….

Date:……..

(On non-judicial stamp paper of ₹ -------/-)

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

B.G. No. _____ Value ₹ _____

State Bank of India,

(Address)

Sub: Bank Guarantee of Rs……towards Security Deposit for the work offer State Bank of India.

(Name of Branch/Office)

Dear Sir,

WHEREAS (Name and address of 'Builder/ Seller') (hereinafter called the Builder) have entered into contract for (Name of Work) with State Bank of India (SBI) as mentioned in the letter of SBI vide their letter No…….. dated …….and the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Builder has now agreed to produce a Bank Guarantee amounting to __% of the contract value of Rs…….(Rupees only), to State Bank of India for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to State Bank of India a Guarantee of a Scheduled Bank for a value of Rs…… to be valid upto (date).

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a PBG in favour of State Bank of India and Guarantees in the manner hereinafter appearing.

In consideration of the premise, we (name of Bank and its branch) having our office at (address)here after called the "Guarantor" (which expression shall include its successors and assigns) here by expressly, irrevocably &unreservedly undertake and guarantee under that if the Builder fails to execute the work / contract according to his obligations under the said contract, then not withstanding any dispute between State Bank of India and the contractor the Guarantor shall, on demand without demur and without reference to the contractor pay to State Bank of India immediately any sum claimed by State Bank

of India under the said contract up to a maximum amount of ₹ _____ (Rupees only).

In case the amount demanded by State Bank of India is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of ₹ _____/- (Rupees _____only).

(i) Such payment shall be notwithstanding any right the contractor may have directly against State Bank of India or any disputes raised by the Contractor with State Bank of India or any suits or proceedings pending in any competent court or before any arbitrator. State Bank of India's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

(ii) The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Contractor and or indulgence shown to the contractor by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

(iii) This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.

(iv) This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI.

(v) This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

(vi) In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

(vii) This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBIof the amount hereby secured.

(viii) This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBI in respect of the said contract.

(ix) Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

(x) These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of ₹ _____.

This guarantee will remain valid upto _____unless a demand or claim under this guarantee is made in writing on or before _____ the guarantor shall be discharged from all liability under the guarantee thereafter.

Dated the ……

For (Name of Bank)

(Signature/s with designation/s of signatory/ies)

(Name and Stamp of Bank)

Sign & Stamp of PMC's Authorized Signatory/Applicant

Annexure - 'S'

AGREEMENT BETWEEN STATE BANK OF INDIA (SBI) AND PROJECT MANAGEMENT CONSULTANT (PMC)

AGREEMENT (SLA)

Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.

BETWEEN

F & OA Department,
State Bank of India, GITC,
CBD Belapur, Navi Mumbai.

AND

M/s _____ ,
_____ ,
_____

Sign & Stamp of PMC's Authorized Signatory/Applicant

This AGREEMENT is made at Navi Mumbai on this ___ day of _____ , 2026.

BETWEEN

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its F & OA Department,[1] hereinafter referred to as "**the Bank** " which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

AND

M/s _____ **,** a _____ Firm incorporated under the provisions of the _____ Act 1932, having its registered office at _____ _____ , (hereinafter called **"the Architects / Service Provider / PMC / Firm"** which expression shall mean to 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 avail Project Management Consultant (PMC) for "Proposed EPC Project for the Re-Development and the Construction of High-Rise Towers for Residential and Office Buildings, Amenities, it's Infrastructure Works, etc. at SBI's 25 Acres Colony, on Plot No. 1 & 2, Sector-13, Nerul, Navi Mumbai as defined in the RFP/Tender No. _____ dated _____, and whereas the Service Provider as Project Management Consultants (PMC) for the said works, have accepted the said appointment by their letter No. _____ dated _____.

This agreement represents the entire agreement between SBI and the firm M/s _____ and shall be read with all prior negotiations, representations or correspondence or agreements, if any. This agreement may be amended only by written instruments signed by both SBI and the firm M/s _____ .

Now, therefore this agreement witnesses that the Service Provider/PMC hereby appointed as Project Management Consultants (PMC) for an EPC Project regarding Re-Development & Construction of High-Rise Residential & Commercial Towers, its Amenities, Infrastructure, Interiors, etc. at SBI's 25 Acres Colony, on Plot No. 1 & 2, Sector-13, Nerul, Navi Mumbai, above referred to on the following terms and conditions:

1. DEFINITIONS & INTERPRETATION

1.1 Definition

The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this agreement:

1.1.1 'The Bank' shall mean the State Bank of India (including domestic branches), Subsidiaries and Joint Ventures.

1.1.2 "Deficiencies" shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.

1.1.3 "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

1.1.4 "Total Cost" means the price payable to Service Provider over the entire currency of Contract / period of Agreement. (i.e. ____ % (___ Point _____ Percentage) of the actual project cost (i.e. on the total amount payable to EPCC as per the invoice amount), for the Project Management Consultant (PMC) for an EPC Project for the Re-Development and the Construction of High-Rise Towers for Residential and Office Buildings, Amenities, it's Infrastructure Works, etc. at SBI's 25 Acres Colony, on Plot No. 1 & 2, Sector-13, Nerul, Navi Mumbai hereinafter referred to as ***"Project"/ "Said Works".***

The SBI shall pay to the PMC as remuneration for the service to be rendered by the PMC in relation to the said works, and in particular for the services here in before mentioned, a fee calculated at the rate **of ____ % (____ point _____ percent)** of the cost of the work as indicated in clause 8 plus GST as applicable.

1.1.5 "Work Order / Purchase Order/Appointment Letter" (**PO**)" shall mean _____ **dated** _____**,** along with its clarifications/ corrigendum issued by the Bank time to time.

1.1.6 'Services' shall mean and include the Services offered by Service Provider under this Agreement more particularly described in this Agreement.

1.1.7 RFP No. : SBI/GITC/IT-F&OA(ESTATE)/2026/2027/1475 and its Corrigendum's, Addendums are part of this Agreement.

1.2 **Interpretations:**

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the PO. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.3 **Commencement, Term & Change in Terms**

1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from _____ 2026.

1.3.2 The Agreement shall be in force for, till closure of project. The project shall be considered complete & close only when :

a. Defect Liability Period (DLP) for all items of work is over: DLP is for two years from the date of virtual completion of work or Two complete monsoon season, whichever is later, and

b. Defect Liability Period is over when payment accounts of all stake – holders & EPC contractors are settled for various trades of work, services and No Claim Certificate is obtained from them and

c. Acceptance & closure of all queries, irregularities in work, settlement of excessive payments, works after due rectification/replacements, etc. of defective/ sub-standard works, its recoveries, etc. as referred by Chief Technical Examiner, CVC, CVO of the Bank, statutory authorities, and

d. Acceptance, closure and award of all arbitration, court cases, etc. related to the said Project, as decided by the Bank.

… whichever is later.

2. SCOPE OF WORK :

Project Management Consultancy Services:

The scope and nature of the work which Service Provider has to provide to the Bank (Services) is described below:

2.1. Architectural & Design Services for an EPC's RFP & its Contract, Construction:

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

(a) Taking the Bank's instructions, PMC to prepare detailed architectural planning (plans, elevations, sections, 3D walkthrough, landscaping, amenities, infrastructure, etc.), drawings and design based on the Bank's requirement and the local municipal norms, various rules and regulation as per all Statutory Authorities and as per Banks, Site and Project requirement. This will include master plan, buildings layouts, flats designing, its detailed planning, elevations, sections, external material finishes, landscaping, amenities, infrastructure, etc. This will be baseline for the EPC contractor for further detailing. These shall be as CPWD EPC Mode II model for EPC contracts. The PMC shall make various

revisions with alternates to its planning and detailing, etc. as required, to the complete satisfaction of the Bank/ SBI.

PMC shall be responsible for architectural planning and conceptual designs, while the EPC contractor performs all engineering, procurement, and construction activities based on that provided planning.

Based on the design, PMC shall work out the block estimate for the project with reference to CPWD PAR, prevailing market rate.

(a.1) PMC to prepare these 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 latest CPWD PAR 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. 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, green building development, 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.

(a.2) After approval of the plans by the Bank, submitting the required drawings to the (CIDCO, NMMC, AI, Environment Committee Clearance, etc. or local authority like etc. and obtaining its/their approvals as per SWS.

(b) The PMC shall meticulously work 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 PMC would be given full scope to make suggestions in the best interest of the said works, the PMC shall amend / change the same suitably if so desired by the Bank. The PMC 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.

(c) Upon submission of detailed designs, etc. by EPC, the Service Provider/PMC shall peruse, examine, analyze and verify all the drawings, designs, estimates, documents, NOC, permissions, etc. and to fill the gaps, if any, wherever required, including its compliances, etc. for smooth progress of the project before issuing it for work, statutory authorities, to protect Bank's interest. The drawings, designs, etc. to be certified as "Good for Tendering/Bidding", "Valid for Construction", "Good for Construction", etc. as required during different stages of work.

(d) After approval of the plans by the Bank, and the approvals availed by the PMC as per Clause 2.1.1 of SWS, the PMC shall provide support & guidance to EPCC vendor for submitting the required drawings to the Municipal Corporation and/or other authorities like MPCB, Fire Dept., CIDCO/NMMC, etc. and shall ensure obtaining its/their approvals and /or their renewal/re-approvals as required, (and again to AAI, Civil Aviation, MoEF, NMMC, CIDCO, as and when required).

(e) The NOC of Airport Authority of India need special attention for its due validity date. Hence all works are to be planned and executed so that its sanctity is maintained and to ensure its timely renewal through EPC Vendor, in order to avail the full benefit of 91.99 mts. height for all buildings and to achieve maximum FSI.

(f) Drawing up detailed tender documents for EPC tender 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.

(g) Preparing select list of contractors i.e. short listing of contractors after scrutinizing the applications received in response to the press notice for prequalification of EPC contractors and inspection of some of the works, done by them with the approval of the Bank, inviting the tenders, 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 Engineers/Project Managers in force 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 PMC, their 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 Bank. The Bank will be involving the said Site Engineers/Project Managers 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 PMC shall not for whatsoever reason, object to the said appointment of the Site Engineers/Project Managers 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 PMC with a view to the decisions in the matters at the Bank's end. It is expected that the PMC and the Site Engineers/Project Managers, if any, is employed by the Bank, they will work jointly as a team in good spirit with a view to getting the said works completed in best possible manner and efficiently.

(h) After approval of the plans by the Municipal Corporation and / or local authority or any other authority empowered to approve under law / rules & regulations in force, the PMC, ensuring, through EPC Vendor, preparation of detailed architectural working drawings, making design calculations and drawings for foundation, super structure and other structural work of the building, making designs and drawings for normal sanitary, water supply and electrical services and also for any special installations like air-conditioning, sewage treatment plant, firefighting, telephone, public address system, CCTV ,computer installations, interior decoration, site preparation work, amenities, infrastructure, etc. The PMC shall get all these detailed drawings approved by the Bank after making necessary changes, amendment etc. if so, desired by the Bank.

(i) Horticulture work, prepare landscape drawings & plantation of saplings, trees transplantation, their approvals, permissions, etc. are to be included in EPC Contract.

(j) Preparing for the use of the Bank, the contactor and the Site Engineers/Project Managers (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.

(k) Assuring and Ensuring 100% 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.

(l) Assuming, assuring full responsibility for the overall supervision and proper and timely execution of the said works by all the EPCC, 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 below by following up the matter closely, with the appointed Site Engineers/Project Managers of the Bank, if any, appointed by the Bank and even with the contractors. Appointment of the Site Engineers/Project Managers (if any) by the Bank and their presence at site and involvement in the work shall not absolve the PMC in any manner from those responsibilities. The role of the Site Engineers/Project Managers (if any) will be as an Agent of the Bank employed for austere the Bank for efficient execution of the project at Site. The PMC will have right to oversee, differ with the Site Engineers/Project Managers (if any) 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 out due to difference between the opinion of the Site Engineers/Project Managers of the Bank (if any) and the PMC, the decision of the Bank's shall be final and binding on the PMC, EPCC.

Normally, the work rejected by the Site Engineers/Project Managers of the Bank (if any) or the rates and /or quantities reduced by them shall not be disputed by the PMC. However, if they differ with the decisions of Site Engineers/Project Managers of the Bank (if any) 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 PMC shall issue the interim payment certificates as recommended by the Site Engineers/Project Managers of the Bank (if any). On getting the Bank's decision on such points the PMC can give effect to the same as may be necessary in the Bills to follow thereafter. The PMC will have, however, a right to reject the works accepted by the Site Engineers/Project Managers of the Bank (if any) 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 Engineers/Project Managers of the Bank (if any).

(m) PMC has to support and guide the EPC Vendor and ensure through the EPC Vendor in obtaining final building completion certificate, Occupation Certificate and securing permission of Municipal Corporation or other authority for occupation of the building and obtaining refund of deposits, if any, made by the Bank to the Municipal Corporation or other authority. The PMC shall ensure through EPC Vendor in obtaining all other NOCs like those of Fire, Aviation and another department, its offices of Govt., Semi Govt., Public Bodies in connection with getting approvals to the plans, commencement of works, completion of works, occupancy certificate etc. excluding those NOC's, to be provided by the Specialized Contractor as per NMMC, Local Authority guidelines.

(n) Complete and 100 % checking of detailed measurements of works at site, by the PMC, on receipt of the bills, duly scrutinized and verified, 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 EPCC, contractors and Bank. The PMC 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 mentioned in the RFP (failing which the Architect may be penalized)

(o) 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.

(p) Ensuring, through EPCC, obtaining final building completion certificate and securing permission of Municipal Corporation or other authority for occupation of the building and obtaining refund of deposits, if any, made by the Bank to the Municipal Corporation or other authority. The PMC shall be also fully responsible for obtaining all other NOCs like those of Fire, Aviation and an other departments/ offices of Govt./ Semi Govt./ Public Bodies in connection with getting approvals to the plans, commencement of works, completion of works etc. as per SWS.

(q) 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.

(r) Any other services connected with the said Project usually and normally rendered by the PMC and not included in any of the items referred to above.

2.1.1. Conditions of Engagement:

(a) The PMC shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted 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 their day to day supervision is in accordance with the architectural working drawings, specifications, statutory norms, safe EHS practices and the finishes etc. as finalized and approved by Bank. In the event of their finding out, observing any deviations therefrom, they shall immediately bring it to the notice of the Contractors at the site and write to the contractors for the rectification and / or replacement of the same. All such letters addressed to the EPCC, contractors by the PMC shall be routed, without exception through the Site Engineers / Project Managers of the Bank (if any) is engaged, so that if there is any point of difference or there is any genuine technical / administrative / contractual difficulty in following the PMCs' directions, the Site Engineers / Project Managers of the Bank (if any) can first talk to the PMC and or to the Bank before the PMCs' letter/s reach to the EPCC, contractors. Simultaneously, copies of all such correspondence with the EPCC, Contractors shall be sent to the Bank by the PMC periodically.

PMCs' overall responsibility will continue during the defect liability period to see that the EPCC are persuaded to get the defects, if any, rectified, replaced, removed and they shall give a "No Objection Certificate" at the end of the defect liability period as per respective terms & conditions of the main civil, electrical, etc. works tender for the project, to the contractors.

(b) During the preliminary stage, the PMC 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 PMC 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, as per BIS Codes and / or CPWD norms and submit their report to the Bank.

The PMC shall be responsible for carrying out the site survey, and the cost thereof shall be deemed to be included within the Scope of Works and Services of the PMC, with no additional compensation payable on this account.

PMC shall independently verify the accuracy, completeness and adequacy of all Topographical Survey, DGPS Survey, Utility Mapping, Geotechnical Investigation and other investigations before commencement of Design.
Failure to identify deficiencies shall remain the responsibility of PMC.

However, the cost of carrying out soil investigations, including boreholes, laboratory testing, and other soil-related tests, shall be borne by the Bank. The PMC shall coordinate and facilitate such investigations as required for the Project.

(c) The PMC shall co-ordinate all his activities during the detailed planning and tendering stage and in case any Site Engineer/ Project Managers other consultants are separately appointed by the Bank, the PMC shall prepare a comprehensive programme of work in consultation with the Site Engineer/ Project Managers and other consultants as also the EPCC, contractors and arrange to have the work completed in an expeditious manner and in accordance with the programme drawn up. For this purpose, the PMC shall attend the weekly / fortnightly joint meetings of the Bank, with all stakeholders as their Architects, the Site Engineer/ Project Managers, all the concerned consultant, EPCC, contractors / sub-contractors and prepare joint minutes of the discussion / instructions at such meetings with a view to co-ordinate the work of the various stake-holders 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 PMCs and the PMCs will oversee all these activities and follow up with the contractors at site to ensure timely and quality work as provided in the agreement.

(e) The PMC shall not make any deviation, alteration, omission from the approved design, plans without the written consent of the Bank. The PMCs shall not also undertake, execute

or carry out any variations or extra items of works in excess of ₹ 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 PMCs as well as costing ₹ 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 PMCs 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 PMCs 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 ₹ 25,000/- are carried out without the prior approval of the Bank, the Bank shall not be liable to pay the contractors for such additions and variations and the PMCs 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/ Project Managers is engaged by the Bank during the progress of work, the PMCs' representative at site shall remain in daily touch with the said Site Engineer/ Project Managers of the Bank, and ascertain from them whether any excesses over sanctioned cost is anticipated and / or has already occurred. The PMC 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 PMC shall also prepare a revised cost estimate for Bank's approval.

(g) The PMC shall, within the fees mentioned herein, engage qualified & experienced architects, consultants :- (i) Architects & designers, (ii) Structural Consultants / Engineer (iii) Electrical Consultants / Engineers (iv) Sanitary and Plumbing / Public Health Consultants, Engineer and (v) Consultants for special installations like air-conditioning, lifts, generators and fire fighting installations, landscaping, interior works etc. to assist them in their works. The remuneration, fees of Architects, Consultants and his required assistants / consultants / Engineers appointed by PMC shall be paid by the PMC only, who shall also be responsible for all the work, actions, omissions, etc. of any such Architects, designers, Consultants, and his assistants / Consultants / Engineers

(h) The PMC 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 PMC shall be responsible for the corrections of the individual measurement, calculations etc. The PMC should also satisfy themselves through their Resident Architect, Engineers that there is no duplication of the measurements and recording of the work done is under proper tender items. In case any Site Engineer / Project Manager is engaged by the Bank to avoid delays in verification on this account, the PMC's Resident Architect/ Engineer or his assistant at the site may remain associated with the Site Engineer / Project Manager of the Bank, Bank Engineers and the concerned contractors at the time of joint measurements to satisfy himself about what work is being measured and under that tender items.

(i) The PMC shall pay an amount limited to 15% 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 PMC 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 PMC.

(j) 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.

(k) Whenever the work is examined by the Chief Technical Examiner of the Central Vigilance Commission, CVO of the Bank or any statutory Authority and if he brings to the notice of the Bank any defective or substandard work or any irregular, excessive payments or any

irregularities, the PMCs 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 PMC/ Bank for compliance. The PMC 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 PMC shall, assist the Bank from time by drafting suitable replies in consultation with the legal advisers and protect the interest of the Bank.

(l) The Project Management Consultant (PMC) is required to hire, within their quoted fee, qualified legal and techno-legal advisors or lawyers to counsel the Bank on all matters related to arbitration, court cases, Chief Technical Examiner (CTE), Central Vigilance Commission (CVC), and related issues. The PMC must ensure continuous legal support for efficiently resolving disputes and handling legal proceedings until their final closure

(m) PMC shall be 100% responsible to maintain the required records and its documentation, for the entire project, both as hard copies and soft copies, as per the prevalent government guidelines, codes, CVC/CTE guidelines, etc. with one set of such records and documentation to be prepared and handover to Bank, time to time.

(n) The PMC shall ensure that all documents, drawings, reports, and related project materials are properly organized, stored, and submitted in the required formats. This includes filing, binding, and/or laminating such documents, as may be necessary or as specified by the Employer, to ensure durability, orderly record-keeping, and ease of reference.

2.2 Project Management Consultancy Services (PMC Services) :

The PMC has to provide Project Management Consultancy Services, the terms of which are described below.

2.2.1 EXTENT OF AGREEMENT

(i) Bank for the purpose of comprehensive services of complete supervision and management of the said project, Bank is desirous of engaging the PMC. The term 'PMC'

shall mean the persons/companies to be selected by SBI for undertaking the Project Management Consultancy, which in present case is M/s _____ .

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

2.2.2 NOW THEREFORE THE AGREEMENT WITNESSES THAT:

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

2.2.3 **PROJECT COORDINATION COMMITTEE**

a. The parties hereto agree that the following shall constitute the Joint Project

Committee (hereinafter referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the PMC and other Consultants, Contractors engaged in the execution of the project.

i. Dy. General Manager (F & OA) / Dy. General Manager (Civil), SBI, who shall be the Chairman of the Committee.

ii. Asst. General Manager (Estate1), SBI, as the Secretary Member.

iii. Asst. General Manager / CM (Civil), Asst. General Manager / CM (Electrical) and Bank Engineers (Civil & Electrical), Fire Officer, may be nominated as Members.

iv. Concerned Director / Partner/ Authorized Appointee of the PMC and their as Members.

v. Project Manager and Resident Engineers of the Project of the PMC as Members.

b. The Secretary of the Committee or his nominated representative may convene the meetings of the SBI, PMC and the concerned Contractors, Consultants at such regular

intervals or frequently as may be instructed by the Chairman of the JPC and shall record and circulate to all concerned the decisions of the JPC for implementation/ information as may be applicable.

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

d. The records of all such meetings, MoM shall be maintained by the PMC.

3. The scope of work of the PMC toward Project Management Consultant shall broadly include :

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

b) Attend to inspection carried out by the (Names of various statutory, local authorities), Government, NMMC, CIDCO, Aviation Department, MoEF, AAI, Fire Authority, MPCB, Water & Sanitation Authority, Electricity Authority, SBI and agencies such as Chief Technical Examiner(CTE) of Central Vigilance Commission, New Delhi, CVO, SBI and any other Authorities, Auditors connected with the various works involved in the project and assist the Bank to reply their queries/ objections and ensure removal of the deficiency pointed out by the agency during the inspection and the help SBI in replying and closure to their observations from time to time till the matters are finally cleared by the C.T.E.'s Organization, other organizations/ institutes, auditors, etc. and settled.

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

d) Effect coordination with all stakeholders, as the EPC contractors, their architects, consultants, other contracting agencies and local authorities like NMMC, CIDCO, Aviation Department, MoEF, Fire Authority, MPCB, Water & Sanitation Authority, Electricity Authority, etc.

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

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

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

h) Planning and ensuring the execution of the buildings works, atleast till plinth level, well before 12 months before expiry of the NOC issued by the Airport Authority of India (AAI). Also to ensure and get it extended, re-validated before EPC tender process, to continue its benefit of 91.99 mts. height to all the buildings.

4.0 Further clarification for firm, PMC services:

4.1 Day to day supervision and ensuring that the said works are being executed as per the plans and designs and specification finalized and approved by the Bank and provided for in the contract agreements with the selected / appointed contractors for various disciplines of the said works, monitoring of the project, checking the materials, works, getting various tests for material and works done, recording 100% correct measurements of the works, arithmetic check and scrutiny of the contractors bills at site and making the recommendations to the Bank. The PMC shall be involved in the project right from the beginning from the stages of soil exploration, prequalification of the contractors as the Bank's agency to remain fully associated with the project and day to day work.

Assisting the Bank in scrutiny of the recommendation, reports, plans, estimates etc. received from the EPC's Architects with a view of expediting the decisions in the matters at the Bank's

end. It is expected that the EPCC and the PMC work jointly as team in good spirit with a view to getting the said works completed in best possible manner and efficiently without bringing in aspect of ego while performing their duties.

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

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

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

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

(c) For the purpose of supervision and site activities, the PMC shall employ or engage suitably qualified and experienced project managers, resident engineers, engineers, architects, consultants, and overseers of adequate number at their own cost. Without prejudice to this, the

PMC agrees that it shall deploy the minimum staff at the site as mentioned under the Clause 4 - Availability and Deployment of Key Personnel's for Project of Scope of Work and Services of PMC as mentioned in this RFP.

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

(d) The PMC shall fully supervise the various works at the site including scaffolding, form works, tower cranes, modular construction, mivan construction works, etc. and ensure complete quality of the work at the site, including materials incorporated in the work and effect measures to get the works completed without any time and cost overrun. They shall provide constant day to day technical supervision over the construction works, interior works, material management, building services, installation work including recording of measurements as and when necessary, scrutiny and certification of contractor's bills for making recommendations to the Bank, review and monitoring of materials supply storage and utilization so as to ensure requisition and procurement of the same on time (by the contractors) and conforming to approved specifications and standards. They shall prepare, check and monitor weekly and monthly programmes of work and submit a copy thereof to the DGM (F & OA) / DGM (Civil) of GITC, SBI along with progress reports for the previous periods highlighting delays and suggestions and implement remedial actions necessary for making up the lost time along with technical directions and procedure wherever necessary for achieving the same. Ensure that the extra items, quantities of items are not executed until and unless the same have been approved by SBI and maintain necessary site records for the same as soon as the same is envisaged. They will also approve materials after the contractors carry out tests on the same as stated in tender and or as per approved procedures and standards laid down in the tender and maintain adequate records thereof. They shall recommend to the Bank bills for the accuracy for quantity and quality of the items of works for payments to the contractors after amending the rates claimed by the contractors wherever necessary in their opinion. They shall maintain genuine hindrance register, records of site meetings and issuing minutes of meetings recommendation of applications for time extension to the contractors, scrutiny and recommendations for rates of

extra items, scrutiny of the contractor's claims under PVA Clauses if any for labour and materials as provided in the agreement and prepare quantity variations statement, ensure quality control of materials and workmanship and detailed scrutiny, checking for running, final bills and prepare the statement of theoretical estimated and actual consumption of materials if any as per specification and schedules laid down in the relevant contracts.

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

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

(g) The certification of all the bills shall be done by the authorized senior engineer of the PMC as approved by SBI and recommendations therefor shall be made to the Bank along with a forwarding letter by the Head of the Project / Director / Chief Project Manager of the PMC.

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

(i) Co-ordination with all contracting agencies, statutory authorities, stakeholders, Bank, etc.

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

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

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

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

5.0 General Conditions of Contract

5.1 No deduction shall be made from the PMC's fees on account of any penalty, liquidated damages or other sums withheld from payment to the contractor but when any penalty is levied or damages are recovered or sum is withheld from payment to the contractor on account of defective work in such a cases, the PMC's fees in respect of the total value of the defective work shall not be paid for. Such fees shall, however, be paid upon the rectification of the defective work and on the basis of the bills payment of various contractors for actual work done and the total payments released by the Bank (SBI) after making corrections, if any, in the certificate.

5.2 For the purpose of supervision, the PMC agrees that they will set up a site office under the charge of competent Resident Head of the Project / Director / Chief Project Manager of the PMC who will be in a constant charge of the direction and control of the said works (as may be entrusted to PMC).The PMC agrees to engage and retain at their cost adequate competent supervising staff (minimum as prescribed herein this agreement).These supervising staff should always be in charge of the works and be available on the site until the construction of the said work as entrusted to the firm is completed (till 6 months after VCC is issued). These supervising staff shall be employed and paid by the firm. Their appointment, dismissal, retrenchment, the condition of services and the rate of remuneration will be determined by the PMC and shall be at the PMC's entire discretion and the said staff at all times work under the orders and control solely of the PMC. SBI shall, however, have the right to direct the PMC without assigning any reasons to remove any staff who is considered by SBI as undesirable. The staff and site engineers of the PMC will work in cooperation with SBI staff at site, if any and at GITC, Navi Mumbai and carry out the instructions.

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

5.4 The PMC shall not have any objection to SBI maintaining any own engineering staff at SBI's costs at site of works, if desired by SBI to carry out the work and duties allotted to them

by SBI, in respect of all works at the site or other areas outside the scope of the firm's works and overall surveillance security and verification at the Bank 's end.

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

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

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

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

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

5.7.3 . For day-to-day execution and supervision of the field work, the PMC shall employ such strength of qualified and other staff as would enable clear control over the work subject to the minimum staff in clause 4.2 (c) herein before.

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

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

5.9 Whether the PMC 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.

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

(b). The PMC shall in accordance with and as required by the terms of the agreement or agreements entered or to be entered into between the SBI on the one part and the contractor on the other part, certify after due verification that the work measured and recommended for payment of running bills of the contractors are supervised by them and are fully consistent with the type, quality and specifications prescribed in the agreement entered into with the contractors. In the matter of recommending such bills to Bank, the firm shall be deemed to guarantee the correctness of all such certificates and shall hold themselves, responsible for the correctness of all the bills and certificates scrutinized, checked for and issued by them with the recommendations to the Bank, as to the quality control of the work concerned as well as the quantities of various items of works. Before certifying any bill, they shall ensure that the work being certified is in accordance with the designs and specifications. The Bank, however,

reserves its discretion also not obligatory to scrutiny the bills, certify and make payment to the contractors in accordance to such scrutiny. This will be without prejudice to the Bank's right to such action as deemed necessary for giving defective, wrong certificate.

5.11 Complete and One hundred percent (100%) Scrutiny, recommendations, certifications of the contractors running bills by the PMC and payment by the Bank. The PMC shall certify the running bills of the contractors within 15 working days from the date of the receipt of the same from the contractor. To avoid delay in payment of R.A. Bill of the contractors, the joint measurements of the executed works by the authorized engineers of the PMC and contractors are required to be recorded from time to time by them soon after execution as also arithmetic calculations, etc. are also required to be done soon thereafter and summary of quantities under various items of works, the measurement work should stand updated so that the recommendations from the PMC for each such running bill can reach within 15 working days to the Bank. The PMCs are supposed to satisfy themselves about the recommendations especially to ensure that the disputed, rejected works and the works not sanctioned by the Bank are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of the Bank by the PMCs, the rates allowed by the PMC are not in opinion of the PMC more than reasonable, in case of partly done, substituted, extra items and not more than tendered rates in case of completed tender items, various recoveries, deductions from the bills are properly effected, deductions for upto date actual payments effected by the Bank / tax deductions made, other recoveries made upto the last running bill in case of each contractor by the Bank are ascertained from the Bank and are given affect in the running bill hand so as to minimize further corrections as the Bank 's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by the Bank to the contractors. The PMC shall be responsible for the correctness of the individual measurements, calculations, etc. The PMC should satisfy themselves through their counter check mechanism, other parallel team of engineers, that there is no duplication of measurements and recording of the work done is under proper tender items. To avoid delays in verification on this account, the PMC or his assistants at site may remain associated with the concerned contractors at the time of joint measurements to satisfy himself about work is being measured and under what tender items.

5.12 It is expected that the PMC (EPCC, PMC & other stakeholders) work jointly as a team in good spirit with a view to getting the said work completed in the best possible manner and efficiently without bringing in aspect of ego while performing their duties. The PMC will have right to oversee, defer with contractors' opinion in regard to the quality, measurements, rates

of part, substituted, extra items etc. without affecting the Bank's interest. However, in the event of any dispute arising out due to difference between the opinion of the PMC & contractors, the decision of the Bank shall be final and binding on the PMC.

Normally, the works rejected by the PMC or the rates and / or quantities reduced by them shall not be disputed by the Contractors. However, if they differ with the 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 PMC shall issue the interim payment certificates. On getting the Bank's decision on such points, the PMC can give effect to the same as may be necessary in the bills to follow thereafter. The PMC will have, however, a right to reject the works, if in their opinion they are not satisfied with the quality or execution of the same as expected by them but by clarifying the specific reasons to do so to the Bank.

5.13 The PMCs are authorized by the Bank for cross checking of the measurements of the works done by the EPC if and when felt necessary by them and bring the amendments, if necessary, to the Employees notice for necessary action. The PMC is authorized by the Bank to talk, instruct, write directly to the contractors, their representatives during the progress of the work and till settlement of the final dues of the contractor as long as those pertain to specifications, quality, measurements, drawings, progress of the works as provided in the respective contractor's contract agreement. The PMCs are authorized to closely follow –up and keep account of the progress of the works and arrange to solve bottlenecks if any. They are authorized to write to EPCC about time lag in the project works and suggest improvement, course of action for PMC's consideration.

5.14 The PMC will have right to stop bad, defective work or the work which is not as per the tender items, drawings. The PMC will have right to ask the contractors to remove, demolish disapproved, rejected materials, works.

6.0 It is agreed between the parties as follows:

6.1 SBI shall include in all contracts which may be entered into with the contractor or contractors such clauses as would provide for the payment to SBI by the contractor or contractors of adequate damages for losses or delay on his or their part in carrying out the terms of the said contract and the PMC shall take all necessary precautions and perform all their duties before, during and after the progress of the work as may be entrusted to them including determining claims of the contractor due to fault or delays caused by the PMC subject

to the total liability of the firm on this account being limited to an amount equal to 15% of the total fees payable.

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

6.3 **Liquidated damages**

In the opinion of the Bank, if any delay in execution is attributable to the fault of the PMC firm, SBI shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees per week (7 days) of delay. Total recoveries on account of delays and / or any other loss or damage caused to the Bank due to defective and/ or faulty supervision on part of PMC shall be limited to maximum of 15% of total fees payable to PMC on entire actual work, for which the PMC's services availed by the Bank. The decision of the Bank in this matter after giving due hearing to the PMC's arguments, shall be final and binding on the PMC.

6.4 **Traveling Expenses to the PMC Consultants:**

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

Senior Partners and Senior Consultants

Actual traveling charges (Single return Air fare (Economy Class) / Train (AC 2 tier /First Class) fare per person (as per actual) - permitted to travel by air) lodging plus boarding charges together not exceeding ₹ 2000/- + taxes per day after producing necessary bills / receipts in support of their claims.

Other Engineers / Architects / Employees / Junior Partners:

Traveling expenses: (Single return Train (AC 2 Tier/ First Class) fare per person (as per actual), lodging and boarding charges not exceeding ₹ 1,000/- + taxes per day after producing necessary bills / receipts is support of their claims.

6.5 In the present case Service Provider / PMC has to open office within Navi Mumbai (NMMC area), preferably near to the Project site, within two months from the date of the work-order and operate from there.

6.6 Further TA/DA is payable to Service Provider / PMC for travel to places away from / outside Mumbai, Navi Mumbai, Thane, for project related works, after approval from the Bank.

6.6.1 For local travel, within municipal limits of Mumbai, Navi Mumbai, Thane, the Service Provider has to make his own arrangements, within his quoted fee. They should preferably have two no. of 4-wheelers at site for Project related works and / or as per the work requirement and its personnel's movement.

7.0 **Interest Free Security Deposit and Performance Bond**

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

8. Project Management Consultant's Fees

8.1 In consideration of the performance of the contract, the Bank shall pay to the PMC as remuneration for the services to be rendered by them, in relation to the said Project, and in particular for the services herein before mentioned, a fee calculated at the rate **of _____ %. (_____ point _____ percent)** of the cost of the work as indicated in sub-clause (8.3) of this clause plus **GST** as applicable.

8.2 The fees also include all cost towards living and traveling expenses to site of work, to laboratories for testing, to different sites for inspection of source of materials etc. cost of stationery, drafting suitable draft replies and its closure to CTE's observations, any statutory authorities, auditors, government agencies, local bodies, etc., if any, arbitration proceedings, court cases, etc. if any, arisen due to dispute between the Bank and any contractors, of any works of this project.

8.2.1 If the Bank appoints independent consultant/s for the work pertaining to special installations like air-conditioning, lifts, wet-risers etc., the PMCs 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.

8.3 The PMCs shall be paid fees referred to above in the manner as mentioned below, in respect of the preparation of plans, drawing up of estimates, specifications, pre-qualifications of contractors, calling of tenders, etc. upto 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 total project 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 PMCs 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 PMCs 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.

This clause is referred to as "total cost of related work" in subsequent table, under "Clause 8.4 - Method of Payment" below.

8.4 Method of Payment

The Bank shall pay fees to the **Service Provider / PMC** in the stages (on pro-rata basis) as follows:

S. No.	Services to be Rendered (Refer SWS)	Stage Fee Payment (on pro-rata basis) (equal proportion of fee for work-divisions, sub-divisions; unless specified)	Up to stage total cumulative fees payments
(1)	(2)	(3)	(4)
1.	**Pre-Construction Stage :**		

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1.1	i) Carrying out Site Survey, collecting all information pertaining to the land, plot, project, prevailing building bye laws of local authorities i.e. CIDCO, NMMC, AAI, EC, UDCPR, T & CP, Municipal Corporation, Fire Brigade Dept., MPCB, Utilities Dept., MMRDA, MHADA, etc., DCR, DP rules, likely type of foundation, HT Line, etc. and any other investigations, reports, etc. related to the Project. ii) Preparation of detailed technical report, detailed architectural planning (plans, elevations, sections, 3D walkthrough, landscaping, amenities, infrastructure), drawings and design based on the Bank's requirement and the local municipal norms, various rules and regulation as per all Statutory Authorities (CPWD EPC Mode II), (with alternatives and any number of revisions to the satisfaction of Bank/ SBI) as per Bank's requirements. iii) Preparation of Detailed Architectural Designs, drawings, 2D/3D Model, Walkthrough. iv) Detailed cost estimates and scheme approval from Bank.	0.5% of the total agreed % of fees on total cost of related work (**). (Proportion of fee for each step of this sub-clause) (i)20% (ii)25% (iii) 35% (iv)20%	0.5% of the total agreed % of fees on total cost of related work.
1.2	2.1.1 PMC to Arrange and Obtain Statutory NOCs, Permissions, Approvals, Development Rights, Master Plan Approvals and Plinth Level Commencement Certificates (CC), procure FSI, TDR - from Regulatory, Statutory and Local Authorities :	2.5% of the total agreed % of fees on total cost of related work. (Proportion of fee for each step of this sub-clause)	3% of the total agreed % of fees on total cost of related work.

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	i) Conversion of land Use from Residential to Residential cum Commercial / IT Office usage from CIDCO, or any Statutory Authorities.	(i)5%,	
	ii) Extension, Renewal, Re-Validation of the existing Approval / NOC from Airport Authority of India / Civil Aviation Dept.	(ii)10%,	
	iii) The Ministry of Environment, Forest and Climate Change (MoEF) and / or the State Authority (SEIAA) Clearances / NOC.	(iii)5%,	
	iv) Procurement, Integration and Utilisation of Floor Space Index (FSI), Premium FSI, Ancillary FSI, Transferable Development Rights (TDR), etc.	(iv)15% (stagewise procurement vis-à-vis payment),	
	v) HRC Committee Clearance.	(v)10%,	
	vi) Fire Brigade Dept., NMMC NOC.	(vi)15%,	
	vii) Miscellaneous Statutory Approvals, NOCs and Clearances including but not be limited to, Tree Authority NOC, Traffic NOC, structural designs, drawings and structural calculations, infrastructure and utility approvals relating to water supply, sewerage, storm water drainage, electrical infrastructure and allied services, MPCB clearances, affidavits, undertakings, and all approvals necessary required.	(vii)15%,	
	viii) Obtaining and Compliance of Notice of Building Permission (NBP)/Intimation of Disapproval (IOD), Master Plan Approval and Plinth Level Commencement Certificate(s) (CC) from Navi Mumbai Municipal	(viii)25%	

	Corporation (NMMC) and Other Statutory Authorities.		
1.3	i) Arranging Soils Investigation by appropriate method as per BIS / CPWD guidelines. ii) Preparing EPC tender drawings for all trades of work, detailed specifications, BOQ, etc. iii) Preparing detailed estimates, analysis of rates, etc. iv) Architectural (including (plans, elevations, sectional elevation, sections, landscaping, amenities, infrastructure, etc. for EPC tender. v) Basic drawings pertaining to utilities, amenities, specialist services viz. plumbing, sanitary, electrical, etc.	0.5% of the total agreed % of fees on total cost of related work.	3.5% of the total agreed % of fees on total cost of related work.
1.4	i) Preparation of detailed Tender documents and its approval by SBI/ Bank for EPC and all other contracts, works, for effective execution & completion of the Project. ii) Issue of tender notices (NIT) & floating of the RFP (Pre-Qualification, Technical Bid & Price Bid) for discovery of EPC contractor, for the project. Ensuring Design Competition, as applicable. iii) Scrutiny of tenders as per Bank, CVC/CTE norms, etc. and submission of recommendations to the Employer/Bank. iv) Acceptance & approval of recommendations of the PMC by the Bank, otherwise to go for re-tendering. (Payment for Clause 1.4 – only when the works under this clause are successfully completed & accepted by the Bank).	0.5% of the total agreed % of fees on total cost of related work.	4% of the total fees on total cost of related work

1.5	i) Issuing work orders to the contractors. ii) Preparation of contract documents, agreements, etc. and its execution by the selected contractors for various trades, issuing copies of contract documents to all concerned.	1% of the total agreed % of fees on total cost of related work.	5% of the total fees on total cost of related work
2	**Construction Stage: (Construction Management Services)**		
2.1	Successfully carrying out through EPCC, preparation of the detailed architectural drawings, section, elevations, master plan, working drawings, GFCs, structural design & drawings and its vetting as per NMMC Norms; including all design & drawings pertaining to the various specialist services, landscaping, all services drawing, MEP, amenities, infrastructure, basic interiors layout, etc.	0.5% of the total agreed % of fees on total cost of related work.	5.5% of the total fees on total cost of related work
2.2	Carrying Successful Plinth verification and obtaining Commencement Certificate(s) (other than Plinth Level), for the Project & its various structures.	0.5 % of the total agreed % of fees on total cost of related work. (Proportion of fee as per no. of structures).	6% of the total fees on total cost of related work
2.3	NIL	NIL	NIL
2.4	Planning, supervision, monitoring, QA/QC works, EHS works, testing, documentation, billing, etc. of the project as per SWS and elsewhere in the RFP:		
2.4.1	i) Ensuring smooth site mobilization of resources, site offices for EPC, PMC & Bank. ii) Ensuring demolition of the various structures, removal of debris, barricading, fencing, site offices, etc.	80% of the total % of fees on total cost of related work and shall be paid on pro-rata	86% of the total fees on total fees on total cost of related work.

	iii) Execution of various works. During the progress of work, site visits for supervision of work. iv) Issuing necessary instructions to the contractors for smooth progress of work. v) Submitting progress report to SBI at Quarterly, Monthly, Bi-weekly, weekly intervals. vi) Ensuring and checking of various mandatory Registers, site records, material testing, it's reports, processes, etc. as per tender, CVC guidelines. vii) Verification of 100 % measurements of all items including hidden items of work, quality of material and workmanship, etc. viii) Keeping track over the tender quantities and taking corrective steps to control the cost overrun etc. wherever considered necessary.	basis as per RA Bills of EPC contractor, certified by PMC during the progress of work and accepted by the Bank.	
2.5	i) Final completion of Project ii) Issuance of Virtual Completion Certificate to EPCC and all other contracts, works, iii) Settlement of Final Bills of contractors and closing of accounts of the project. iv) Ensuring through EPCC, obtaining completion certificate, occupation certificate and all statutory documents from NMMC, CIDCO, fire Authority, Water Connection Authority, Electrical Connection Authority, gas Connection Authority and / or any other Authority, Board connected with the occupation of the building.	3% of the total % of fees on total cost of related work (equal proportion for each step).	89% of the total fees on total cost of related work
2.6	Submission and hand over of all drawings, DBRs, design & calculations, take-off sheets, documents, bills, test reports, photographs, videos, hard disks, all types of records & documentation, etc. in hard copy (hard bound)	1% of the total % of fees on total cost of related work (equal	90% of the total fees on total cost of related work

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	and soft copy to the Bank, along with BIM, CAD Files, soft copy of documents, drawings, designs, with its full right, IPR and ownership to the Bank.	proportion for each step).	
3	**Post Construction Stage :**		
3.1	Attending to the CTE's/CVO's observations, (if any), attending to Arbitration case (if any) of the project, to court cases, from time to time till its final disposal and settlement, award of arbitration as applicable. Acceptance & closure of cases from CTE, CVC, CVO, Arbitrator and Courts of Law is mandatory.	3% of the total % of fees on total cost of related work	93% of the total fees on total cost of related work
3.2	i) Regular inspection of the works, buildings prior to expiry of defects liability period, preparing list of defects, if any, to be rectified by the contractor, taking up the matter with contractors for rectification of defects (including ensuring the defects rectified by various contractors). (Snagging & de-snagging). Ensuring all guarantees, warranties are available and in force.	3% of the total % of fees on total cost of related work	96% of the total fees on total cost of related work
3.3	On Closure of Project as per Clause 1.3.2 mentioned above (1.3.2 - The Agreement shall be in force for, till closure of project. The project shall be considered complete & close only when : ….).	2.5% of the total % of fees on total cost of related work	98.5% of the total fees on total cost of related work
3.4	Issue "No objection Certificate" for the refund of contractor's retention money and settlement of all contractors account for the project and availing 'No Claim Certificate" from the EPCC.	1% of the total % of fees on total cost of related work	99.50% of the total fees on total cost of related work
3.5	Submission and hand over of all balance documents related to CVC/CTE, arbitration, court proceedings, design & calculations,	0.5% of the total % of fees on total cost of related	100% of the total fees

	take-off sheets, documents, bills, test reports, photographs, videos, hard disks, all types of records & documentation, etc. in hard copy (hard bound) and soft copy to the Bank, with its full right, IPR and ownership to the Bank.	work (equal proportion for each step).	on total cost of related work
Note	i) In case this agreement is terminated in pursuance of clause 12 as mentioned below, fees shall be paid to the **PMC** for the actual services rendered as per the stages (on pro-rata basis) referred to in this clause and the subject to other provisions about recoveries, etc. as provided for elsewhere in this agreement. ii) The above list of stages of work is only illustrative and concise. For more details as regard works to be performed, please refer Bank's standard agreement, SWS for the project. iii) There is no mobilisation advance, neither interest payable on SD, EMD, delayed payment, if any.		

*(** - please refer Clause 8.3 above)*

8.5 Regarding above stages, phases of work, a particular step or stage or head of work, or clause may be considered complete and the associated fee payable – only when all the work under that category is entirely finished and formally accepted by the Bank, and this completion allows the Bank to advance to the next subsequent project stage and/or phase.

8.5.1 However, if the Bank finds, that the executed work does not enable progression (due to errors, omissions, or lack of acceptance, approval) and it cannot proceed to the next step - requiring redo or correction - the PMC (Project Management Consultant) must repeat or rectify the work and/or process, within the same quoted fee. Further, even if the Bank initially approved the work, but later discovers an error and / or problem that prevents them from proceeding, than the said work shall retroactively deemed incomplete. Payment is triggered only when the Bank can move ahead smoothly as a direct result of successful completion of that stage/phase of work.

9. Obligations

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

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

10.0. Changes in the Project

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

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

11.0 Completion Certificate to PMC (CC):

On successful completion of entire works covered by the contract to the full satisfaction of the SBI, the PMC shall ensure that the following works have been completed the satisfaction of the SBI:

i) get the site clear of all scaffolding, wiring, pipes, surplus materials, contractor's labour equipment and machinery.

ii) Ensure through EPCC to demolish, dismantle and remove from the said site, the contractor's site office including his own office, temporary works, structure including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI and not incorporated in the permanent works.

iii) Ensure through EPCC to remove all rubbish, debris etc. from the site and the land allotted to the contractor by the APMC/SBI and shall clear, level and dress, compact the site as required by the APMC/SBI

iv) Shall put the SBI in undisputed custody and possession of the site and all land allotted by the SBI

v) Shall hand over the completed project, works in a peaceful manner to the SBI.

vi) Ensure through EPCC that all defects, imperfections have been attended and rectified as pointed out by the PMCs to the full satisfaction of SBI.

vii) To close and remove its office, furniture, materials, electrical & water connections, if any, etc. form the site.

viii) The PMC 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, amenities, infrastructure, and also and inventory of all fittings and fixtures in the buildings and the whole Project (Residential, Commercial).

To hand over all drawings, DBRs, design & calculations, take-off sheets, documents, bills, test reports, photographs, videos, hard disks, all types of records & documentation, invoices, bills, measurement books, codes followed, manuals, AMC's, Autocadd drawings & its PDF copies, etc. in hard copy and soft copy to the Bank, with its full right, IPR and ownership to the Bank.

This issuance of a CC (Completion Certificate) shall be without prejudice to the SBI's rights and PMC's liabilities under the contract including the PMC's liability for defects liability period nor shall the issuance of CC in respect of the works or work at any site be construed as a waiver of any right or claim of the SBI against the PMC in respect of works or work at the site and in respect of which the CC has been issued.

12. Termination of the Contract

(a) If the firm fails to perform any of its obligations under this agreement and if SBI is dissatisfied with the services of the firm, SBI may terminate the services of the firm after serving a notice giving the Project Management Consultant a period of one month to wind up without prejudice to other clauses of the agreement. Even after the termination of their employment, the PMCs shall remain liable and shall be responsible for the services rendered, approved; construction work carried out, for the certification, approval of any design, drawings, calculations, estimates, tender documents, bills submitted by the contractors, at any time in respect of the work executed before the and consequences thereof on account of such approvals, certifications, recommendations, any excess, wrong payment, if any, certified, recommended by them for payments to the contractors, are liable for the payment of damages as per the this RFP.

(b) If the PMCs 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 PMCs, then the Agreement shall stand terminated, subject to the clause 12 (a) here in above.

(c) i) If the PMCs 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 PMCs for any reason whatsoever, the Bank shall be entitled to terminate this agreement without giving notice and entrust the work to some other PMCs, at its own discretion.

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

(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 PMCs, and it shall be the Bank's property, with all rights on it.

13. Transfer of Interests

(i) The PMCs 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.

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

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

14.2 If the firm is adjudged as Bankrupt, or if they make a general assignment for the benefit of its creditors or if a receiver is appointed on account of their insolvency or persistently disregards law, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of provisions of the agreement then SBI may terminate the services of the firm with a notice of winding up within a period of one month without prejudice to any right or remedy and after giving the firm and his surety, if any,

seven days written notice, during which period firm fail to cure the violation, terminate the services of the consultants with a notice of winding up within a period one month and take possession of the site and may finish the project by whatever method they may deem expedite. In such case, the firm shall not be entitled to receive any further payment, if due at the time of termination, until the project is finished nor shall be relieved from his obligations assumed under this article.

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

15. <u>Other Clauses :</u>

15.1 DELAYS, RESPONSIBILITY & 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 provisions in the agreements between the SBI and the contractors on the ground that they did not receive GFC certification of drawings and of any other further clarifications from the PMC, the PMC shall be liable to make good the losses to the SBI to the extent of the amount of the liquidated damages disagreed by the Contractors. Similarly, if the works done earlier, are required to be altered, demolished because of mistakes including lack of supervision, oversight, negligence, lack of following codal & regulatory provisions, procedures, etc., at the PMC end, their consultants, the PMC 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 the work. In the event the PMC fail to discharge their duties diligently and delays are caused due to their negligence or if they do not co-operate and the work is not completed within the time frame, if they shall be liable to make good the damages suffered by the Bank without prejudiced to the Employer's right to terminate the agreement and pay such fees, which is at the discretion of the Employer, required to be paid at the time of termination.

b) The PMC 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 bank, Site Engineer/ Project managers of the Bank, EPCC, contractors through their Resident Architect/ Engineer and his assistants at site. If necessary, they should write to the Bank about time lag in the works and suggest improvements / course of action for Bank consideration.

c) It is agreed by the Bank and the PMC that the total recoveries / adjustments on account of delays / mistakes except in case of structural failure, at PMCs' end and any other account from the PMC 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 PMC shall keep the matter on record and shall maintain file / register with the acknowledgements etc. for issue of drawings, clarifications / Bank in writing. However, in the event of any damage / loss caused to the Bank on account of structural failure due to defective structural design by the PMC, EPCC and / or their structural consultants, the PMC shall be liable to make good fully such damages / loss to the Bank without any upper limit.

15.2 Settlement of Disputes and Arbitration :

Arbitration Clause :

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

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

ii) For the purpose of appointing the Mumbai based sole Arbitrator referred to above, the Appointing Authority i.e. the Chief General Manager (IT Ch & Ops), GITC, CBD Belapur of the Bank or on his behalf the Dy. General Manager (F & OA), F & OA Dept., GITC, CBD Belapur will send within thirty days of receipt by him of the written notice aforesaid to the PMC / Architects a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI, etc.

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

iv) If the Appointing Authority fails to send to the PMC / Architects the panel of three names as aforesaid within the period specified, the PMC / 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 PMC / Architects accordingly. If the Appointing Authority fails to do so, the PMC / Architects shall be entitled to appoint one of the three persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.

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

vi) The work under the contract shall, however, continue during the arbitration proceedings, no payment due or payable to the PMC shall be withheld on account of such proceedings except the disputed payment of fees, if any, on account of other provisions in this agreement.

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

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

ix) The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with the terms of the

contract and give a reasoned award. The venue of arbitration shall be such place in as may be fixed by the arbitrator in his sole discretion, with seat of arbitration, preferably Navi Mumbai.

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

xi) The award of the Arbitrator shall be final and binding on both the parties.

xii) Subject to aforesaid, the provisions of the Arbitration Act 1940 and/ or Mediation Act, 2023 or any statutory, modification of re-enactment thereof and the rules made thereunder, and for the time being in force shall apply to the arbitration proceedings under this clause.

(xiii) The language of the arbitration proceedings and that of all documents and communications between the parties shall be in English. This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Navi Mumbai only. In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

15.3 Service Provider Duties

(i) Service Delivery responsibilities

(a) To adhere to the service levels documented in this Agreement.

(b) Service Provider shall *ensure that* Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behavior, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

(c) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.

(ii) Security Responsibility

(a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.

15.4 REPRESENTATIONS & WARRANTIES

15.4.1 Each of the Parties represents and warrants in relation to itself to the other that:

(i) It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

(ii) The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

(iii) It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.

(iv) The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

15.4.2 Additional Representation and Warranties by Service Provider

15.4.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices.

15.4.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

15.4.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.

15.4.2.4 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the

Services under this Agreement have undergone proper background check, KYC documentation, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.
15.4.2.5 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.
15.4.2.6 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

15.5 GENERAL INDEMNITY

a. Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or(ii) breach of confidentiality obligations mentioned in this Agreement; or(iii) any wilful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors(if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

b. Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of Services, deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

15.6 CONTINGENCY PLANS

Service Provider shall arrange and ensure proper attrition plan and other contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.

15.7 RELATIONSHIP BETWEEN THE PARTIES

15.7.1. It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

15.7.2. Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

15.7.3. None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.

15.7.4. This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

15.7.5. For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

15.8 INTELLECTUAL PROPERTY RIGHTS

15.8.1 For any service, product rendered by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such Service, product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

15.8.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

15.8.3 Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology, products or any part thereof in India or abroad.

15.8.4 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b)sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

15.8.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.

15.9 CONFIDENTIALITY

15.9.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes,

models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

15.9.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.

15.9.3 All information relating to the infrastructure or structural works (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary.

15.9.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.

15.9.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

15.9.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

15.9.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

(i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a receiving party in breach of the terms hereof.

(ii) Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.

(iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.

(iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.

(v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

15.9.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

15.9.9 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

15.9.10 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.

15.9.11 Upon expiration or termination of the Agreement and/or closure of Project, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.

15.10 FORCE MAJEURE

15.10.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

15.10.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal,

bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

15.10.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

15.11 NOTICES

15.11.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

15.11.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

15.11.3 The addresses for Communications to the Parties are as under.

(a) In the case of the Bank:

The Dy. General Manager (F & OA),
F & OA Department,
State Bank Global IT Centre,
First Floor, 'C' Wing,
Sector 11, C.B.D. Belapur,
Navi Mumbai - 400614.

Sign & Stamp of PMC's Authorized Signatory/Applicant

(b) In case of Service Provider:

M/s _____ ,

_____,

_____ .

15.12 GENERAL TERMS & CONDITIONS

15.12.1 PUBLICITY: Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

15.12.2 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

15.12.3 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement 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) of the other party, or aid any third person to do so, without the specific written consent of the other party. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

15.12.4 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

15.12.5 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

15.12.6 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

i. This Agreement as per Bank's Non-IT Contract.
ii. Annexure of Agreement - RFP No. _____ dated _____.
iii. Purchase / Work Order No. _____ dated _____.

15.12.7 PRIVITY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

15.12.8 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

15.12.9 COUNTERPART: This Agreement is executed in duplicate, and each copy is treated as original for all legal purposes.

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 and the year herein above first mentioned.

Signed and delivered by within named for **M/s** _____ by:

Signature:

Name & Designation:
Office Address:

The hand if it's Proprietor / Partner for and on behalf of the Service Provider/Architects in the presence of (Witness) :

1. Signature:

Name:
Office Address:

2. Signature:

Name:
Office Address:

Signed and delivered for and on behalf of the **F & OA Department, State Bank of India**, GITC, CBD Belapur, Navi Mumbai by:

Signature:

Name & Designation:
Office Address:

In the presence of (Witness):

1. Signature:

Name:
Office Address:

2. Signature:

Name:
Office Address:

Sign & Stamp of PMC's Authorized Signatory/Applicant

Annexure 'T'

DRAFT INDEMNITY BOND FORMAT

(Site specific format shall be approved by the SBI prior to its execution)

Selection of the Project Management Consultant (PMC) for Re-Development & Construction of High-Rise Commercial & Residential Towers at SBI Colony, Nerul, Navi Mumbai.

THIS DEED OF INDEMNITY BOND executed at Mumbai, on this …… day of ……. month of year Two Thousand and ……. (20….) by M/s …….. …….. duly represented by proprietor / one of its Partners / Directors, Shri / Smt. ……..……, aged …… years, son of Shri ……, residing at …… …….. (hereinafter referred to as "the PMC")
In favour of State Bank of India, Global IT Centre, Belapur, Navi Mumbai.

Whereas on behalf of State Bank of India, GITC has invited open tenders for the Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.

The PMC has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of PMC by SBI, vide their letter …….

And whereas as per tender documents, the PMC has to enter into a SLA (Contract Agreement) with SBI and execute an Indemnity Bond before starting the work. The PMC has entered into Contract Agreement with SBI on ……. (hereinafter referred to as "the Contract").

In consideration of SBI having awarded the above said Contract, the PMC hereby undertake to indemnify and keep harmless the SBI and its employees from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty services, faulty design, faulty supervision, and for violating rules and regulations, any possible damage to the building and members of public in course of the said Project, for which the PMC shall be solely responsible and further indemnifies as per Clause 11 and 12 of STC.

Further, the PMC hereby indemnifies and keep SBI indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by State Bank of India on account of breach of the terms and conditions of the Contract by the PMC.

Signature of Contractor with seal

Sign & Stamp of PMC's Authorized Signatory/Applicant

Annexure 'U'

NON-DISCLOSURE AGREEMENT

(APPLICABLE TO SUCCESSFUL PMC ONLY)
To be stamped accordingly

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

a. I/We shall treat all documents, information, drawings, designs, measurements, data and communication of and with the Bank as confidential.

b. I/We shall not disclose, without the Bank's prior written consent, the bidders' documents, contract or any specification, sample or information or data, or business information, including all plan, drawings, Autocadd drawings & its PDF copies, DBRs, design & calculations, take-off sheets, documents, bills, tests & test reports, photographs, videos, hard disks, all types of records & documentation, invoices, bills, measurement books, codes followed, manuals, AMC's, designs, project management & execution plan, etc. furnished to the Bank, to any person, organization, other than the person(s) employed / designated by the Bidder for the purpose of performance of this BID DOCUMENT.

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

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

……

(Signature, name and address of the successful PMC or Bidder's executive / representative duly authorized to sign on behalf of the PMC)

For and on behalf of ……
(Name and address of the successful PMC)

(Seal of the successful PMC)

Annexure 'V'

LIST OF ANNEXURES

(Use additional sheets if necessary)

S.No.	Annexure Number	Particulars of Annexure	Supporting Documents Attached with Respective Annexure

(Signature, name and Designation of authorized person with stamp)

Note :

i) Applicant has to follow the Bank's Annexure, and its nomenclature as Annexure A,B,C, D, …..
ii) New documents added by the Applicant w.r.t. various Annexures can have nomenclature as A1, A2, A3,...., B1, B2, B3... as per the no. of sub-annexures to Manin Annexure.
iii) Any other document may be Annexed as "Additional Document", i.e. AD1, AD2, AD3….

Sign & Stamp of PMC's Authorized Signatory/Applicant

Annexure 'W'

LIST OF SUPPORTING DOCUMENTS, SUBMITTALS WITH TECHNICAL BID

(Use additional sheets if necessary)

S.No.	Particulars of Document	Annexure / Document No.

(Signature, name and Designation of authorized person with stamp)

---------- *(End of this Section)* ----------

10. Tentative Site Details, FSI Calculations

(Refer Attachment)

---------- *(End of this Section)* ----------

Sign & Stamp of PMC's Authorized Signatory/Applicant

Annexure 'X'

DECLARATION

(To be typed and given on the letter – head of the Bidder)

I/We have inspected and surveyed all the sites of the proposed EPC Project regarding Re-Development & Construction of High-Rise Commercial & Residential Towers at SBI Colony, on Plot No. 1 & 2, Sector-13, Nerul, Navi Mumbai, for the Works and Services of Proposed Project Management Consultant. I/We have made me/ us fully acquainted with the local conditions in and around the sites of works and proposed layout drawings of works, RFP, Technical bid & Price bid, etc. complete.

I/We hereby declare that I/ We have carefully gone through and studied the conditions laid down in the Notice Inviting Tender, General notes, General Conditions of Contract, Special conditions, Scope of Works, Form of Agreement, etc. (i.e. all parts of Technical bid), Price bid, and clearly understood all the same and on the basis of the same I/ We have quoted our rates in the Price Bid attached with the tender documents.

We accept all the terms and conditions of tender documents. We will abide by all the terms and conditions mentioned in the tender.

I/ We hereby declare that, in particular during execution of all works at site; it will be my/ our sole responsibility to strictly adhere to and meticulously follow the RFP, Health, Safety and Environmental (HSE) guidelines; Labour Laws, Codes, statutory & regulatory requirements & compliances and technical specifications & processes, etc.

We hereby declare that we are neither blacklisted nor debarred by the Bank or any other organization for any work/project. Further we have a valid GST and PAN No.

For any type of deviation (to any of above or subsequent instructions), it will be my/our responsibility to obtain the written instruction of appropriate Government Authorities, local bodies, Bank, for the same failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace all the deviated services/ works from the site at my/ our cost as well as I shall be liable to penalized by the employer as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

I/ We hereby declare that I/ We shall uniformly maintain such progress as may be directed by the Bank to ensure qualitatively completion of same within the target date/ time as mentioned in the tender document.

I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Date: Signature and seal of Contractor/Tenderer

Witness:

1.

2.

---------- *(End of this Section)* ----------

ANNEXURE - 'Y'

PRICE BID

(TO BE SUBMITTED IN ONLINE MODE ONLY)

FORMAT FOR SUBMISSION OF THE PRICE BID

(For illustrative purpose only.)

(DO NOT FILL THE RATES HERE.)

(RATES TO BE FILLED WHILE SUBMISSION OF PRICE BID IN ONLINE MODE ONLY)

Selection of the PMC (Project Management Consultant) for MRC (Mega Re-Development of Colony) Project, at SBI Colony, Nerul, Navi Mumbai.

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

Accordingly, we now quote a total professional fee at

Fee in figures: *……xx……* % of the EPC Project Cost + GST as applicable.

Fee in words: *……xx……* Percentage of the EPC Project Cost) plus GST as applicable.

(Upper cap - maximum fee is 3% of the actual project cost)

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

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

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

Signature, name and designation of the Authorized signatory
Date:
Place:

---------- *(End of the RFP)* ----------

Sign & Stamp of PMC's Authorized Signatory/Applicant