

FOR WEBSITE

REF NO	PACF-03/2019-20
DATE	24/07/2019

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. (SBIIMS)

(A wholly owned subsidiary of SBI)

Circle Office, 3rd Floor, New Annexe Building, SBI LHO Campus,

No.65, St.Mark's Road, Bengaluru – 560 001

Email: headban.sbiims@sbi.co.in, Ph; 080-2594 4119/4120/4157/4158

SELECTION OF ARCHITECTS

**THROUGH PRE-QUALIFICATION AND DESIGN COMPETITION FOR
CONSTRUCTION OF EXECUTIVE ENCLAVE AT LHO CAMPUS, BENGALURU,
KARNATAKA.**

SBI Infra Management Solutions Pvt. Ltd. (SBIIMS) on behalf of State Bank of India (SBI) invites applications for the Prequalification of Architectural Consultancy Firm (ACF) for rendering Comprehensive Architectural, Engineering and Project Management Consultancy (PMC) Services etc. for Construction of Executive Enclave at LHO Campus, Bengaluru, Karnataka. This should be energy efficient / green, smart building with modern amenities.

The estimated cost of the project is Rs.14.00 Cr.

1. PREQUALIFICATION (PQ) CRITERIA

(i) The Architectural consultancy firm (ACF) with minimum seven (7) years of experience and its constituents having valid registration with COA / statutory authorities as on 30/06/2019 shall alone need to apply.

(ii) ACF who have successfully handled and completed similar works involving Comprehensive services such as Architectural, Engineering and Project Management Consultancy(PMC) services for Govt. / Semi-Govt. / Public Sector Organization / Bank / Financial Institutions / Reputed National / Multinational Companies/Private institutions etc. in the last seven (7) years as on 30/06/2019 under:

(a) At least one similar completed project costing not less than **Rs.1120 lacs.**

(OR)

- (b) At least two similar completed projects costing not less than **Rs.700 lacs each.**

(OR)

- (c) At least three similar completed projects costing not less than **Rs.560 lacs each.**

(iii) The average annual turnover for last three years of the Architects / Firm's earnings by professional fee shall not be less than **Rs. 12.60 lacs as on 31.03.2019** which shall be determined/assessed from Form ST-3 (Copies of Form ST-3 & GST Returns filed by the Architectural Consultancy Firm for the last 3 years shall be enclosed).

(iv) ACF shall furnish an undertaking as to open an office (if not existing) within 2 months at Bengaluru at their own cost, if the project is entrusted to them.

2. Interested prospective ACFs who satisfy the abovementioned pre-qualification criteria may submit their duly filled in application in the prescribed format in a **sealed cover** along with other details etc. as required in the enclosed Annexures. The application shall also accompany the copy of the enclosed draft agreement duly signed in all pages as token of acceptance. The sealed cover super scribed with the legend "**Prequalification of Architectural Consultancy Firm (ACF) for the Construction of Executive Enclave at LHO Campus, Bengaluru, Karnataka.**

The last date for submission of completed application form in the prescribed format at this office is up to **3.00pm** on **17/08/2019** to the following address:

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3. Method of selection:

Applications will be evaluated based on the above prequalification criteria and will be shortlisted for the process of physical verification of the projects claimed to have completed and seeking confidential report from the previous clients. Thus further shortlisted ACFs will be invited to participate in the limited design competition which is called technical evaluation / bid carrying 70 marks. The balance of 30 marks will be for price bid. The price bids of three highest scoring technical bids will be opened in the presence of the bidders/representatives. Both scores will be converted into percentile score and weighted combined score will be worked out to determine the highest scoring ACF to whom the project will be awarded after obtaining approval from the competent authority.

4. Please note that there will be **maximum cap / limit of 3%** of the estimated cost or the actual project cost whichever is lower, plus GST as applicable for the payment of the professional fees payable to the consultant. The above fees will be for rendering combined service for **Architectural, Engineering and Project Management Consultancy works**.

5. Bank reserves the right to reject any or all the applications without assigning any reason thereof and no correspondence will be entertained in this regard.

Signed as token of acceptance

SIGNATURE OF CONSULTANT WITH SEAL

TECHNICAL BID

**PRE-QUALIFICATION OF ARCHITECTURAL
CONSULTANCY FIRM - PROFILE**

- 1) Name of the Firm :
- 2) Address :
- 3) Name, Telephone Nos. including Mobile of contact person :
- 4) E-mail ID and address and Fax No. :
- 5) Constitution of the Firm :
- 6) Year of Establishment :
- 7) Name of Partners / Associates :
- 8) Bio-data of Partners / Associates, Details may be given in the Enclosed format (**Annexure- 'B'**) :
- 9)
 - (a) Registration Number with Council of Architectures / Indian Institute of Architects. (**copy of valid registration to be enclosed**) :
 - (b) Details of Service tax & GST registration (**Copies of valid registration to be enclosed**) :
 - (c) Amount of Service tax & GST paid year-wise during last 3 financial years ending on 31st March 2019 :
- 12) Name and value of major works completed during the Last 7 years. Details may be given in the enclosed format (**Annexure – 'C'**) :
- 13) Name & value of the major works on hand. Details may be given in the enclosed format (**Annexure- 'D'**) :

- 14) Name & value of other major works(other than similar works) on hand as on 30/06/2019 on hand. Details may be given in the enclosed format (**Annexure- 'E'**) :
- 15) Details of features of green building provided in the buildings. :
- 16) Details of modern amenities provided in the building. :
- 17) List of Technical Personnel employed (Separate sheet may be attached) :
- 18) List of other Personnel employed (Separate sheet may be attached) :
- 19) List of consultants engaged by the Firm (Address, telephone numbers and E-mail Id etc. are to be furnished. Separate sheet may be attached) :
- 20) List of office equipments owned by the company (Separate sheet may be attached) :
- 21) Banker's Name :
- 22) Latest Income Tax Clearance Certificate to be enclosed :
- 23) (a)List of registration / empanelment with other Organizations (Letters of clients may be enclosed) :
 (b)List of completion certificate etc. from the clients or completed / ongoing projects :
 (c)Certified copies of the letter of intent for award of the work from reputed private/ multinational organizations/ PSU etc. :
- 26) Particulars of participation in competitions and awards if any received (Separate sheet may be attached) :
- 27) If the firm is not having its office in Bengaluru, please indicate the time by which it is likely to open an office in Bengaluru with documentary evidence :

Note: Please enclose separate sheets for additional information, photographs, and documents.

SIGNATURE & SEAL OF THE CONSULTANT

Date:

Place:

TECHNICAL BID

**PRE-QUALIFICATION OF ARCHITECTURAL
CONSULTANCY FIRM - PROFILE**

BIO-DATA OF THE PARTNERS/ ASSOCIATES

1. Name and :
E-mail id :
2. Associates with the firm since :
3. Date of Birth /Age :
4. Professional Qualifications :
5. Professional Experience :
6. Professional Affiliation :
7. Membership in :
8. Details of Published papers
in Magazine :
9. Details of cost effective methods/
designs adopted in the projects :
10. Exposure to new materials/
Techniques :
11. Details of Features of green
buildings provided in the buildings :
12. Details of modern amenities
provided in the buildings :

SIGNATURE & SEAL OF THE CONSULTANT

Date: ----- **Place:** -----

Note: This form should be prepared for each partner / Director / Associate.

ANNEXURE- 'C'**TECHNICAL BID****PRE-QUALIFICATION OF ARCHITECTURAL
CONSULTANCY FIRM - PROFILE****LIST OF MAJOR SIMILAR WORKS COMPLETED
DURING THE LAST 7 YEARS ENDING AS ON 30/06/2019**

Sr.No.	Name of the Client	Nature of work	Features of green building and modern amenities provided	Location of the building / municipal limits	Estimated value	Built up area in Sq.ft.	Height of the building	Date of start	Period of completion	Actual date of completion	Final value of the project	Reasons for the variation / delay if any
1	2	3	4	5	6	7	8	9	10	11	12	13

Note (a) The credentials issued by the Clients shall be enclosed including letter of award of the work.

(b) The work should have been executed by the firm under the name in which they are submitting the applications.

SIGNATURE & SEAL OF THE CONSULTANT

Date: -----

Place: -----

TECHNICAL BID**PRE-QUALIFICATION OF ARCHITECTURAL
CONSULTANCY FIRM - PROFILE****LIST OF MAJOR SIMILAR WORKS ON HAND AS ON 30/06/2019**

Sr.No.	Name of the client	Nature of work	Features of green building and modern amenities provided	limitsLocation of the building / municipal	Estimated Value	Built up area in Sq.ft.	Height of the building	Present position	Scheduled date of completion	Remarks
1	2	3	4	5	6	7	8	9	10	11

Note: (a) The supporting documents such as work order issued by the client should be enclosed.

(b) The work should have been executed by the firm under the name in which they are submitting the applications.

SIGNATURE & SEAL OF THE CONSULTANT

Date : -----

Place : -----

ANNEXURE -'E'

TECHNICAL BID

**LIST OF OTHER MAJOR WORKS (OTHER THAN SIMILAR WORKS) ON HAND
AS ON 30/06/2019**

Sr. No .	Name of the client	Nature of work	Estimated Value	Present position	Scheduled date of completion	Remarks
1	2	3	4	5	6	7

SIGNATURE & SEAL OF THE CONSULTANT

Date : -----

Place : -----

TECHNICAL BID

PRE-QUALIFICATION OF ARCHITECTURAL CONSULTANCY FIRM (ACF) FOR CONSTRUCTION OF EXECUTIVE ENCLAVE AT LHO CAMPUS, BENGALURU, KARNATAKA.

SCOPE OF SERVICES TO BE RENDERED, ROLES AND RESPONSIBILITIES:

SBI is proposing to Construct Executive Enclave at LHO Campus, Bengaluru, Karnataka.

The scope of the work may vary, and the Bank may decide to construct the buildings depending upon the need, available vacant space / ground coverage etc. The proposed construction will be a modern building having all required amenities and will comply / have features of 'Green ' and Energy efficient buildings. All necessary statutory approvals from Local Municipal/Corporation Authorities, Aviation Directorate/ Archeological Survey of India, if necessary, Karnataka Fire services, Karnataka Public Health Engineering such as approval of plans / set of drawings, commencement, plinth verification, occupation, completion certificate, NOC from fire brigade and other authorities, water, electrical and drainage connection, certificate from Govt., lift inspectorate, NOC from Directorate of Aviation for Air traffic / Environment Dept./ and other related Depts. shall be the responsibility of the Architect. All the required liaisoning work required to be done with the above mentioned various departments includes within the fees payable and no extra claim will be entertained.

Soon after the building proposal is cleared by Local Municipal /Civic authorities, SBIIMS on behalf of SBI intends to commence the work and propose to complete the building in all respects viz. ready for occupation **within a maximum time span of 18 months** from the date of commencement.

The consultant will assume total responsibility for completion of the project in all respects till obtention of occupation and completion certificate from Local Municipal/Civic authorities, Aviation Directorate/Archeological Survey of India/ Karnataka Fire services/ Karnataka Public Health Engineering/ The Central Electricity Authority / Lift Authority and other State / Central Government / Statutory

authorities within 6 months from the date of completion of the said Project in all aspects. Time is the essence of the contract. While the duties of the consultant will be governed by the standard agreement to be executed with SBI by the successful consultant, the role and responsibilities of the consultant will broadly include following:

(a) Preparation of detailed /structural/ Architectural design of building including its foundation.

(b) Preparation of detailed design of all internal and external services such as electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, fire fighting / horticulture, EPABX / Networking, gymnasium, parking, rainwater harvesting, sewage treatment plant, recycling of waste water etc.

(c) Most of the features applicable for 'Green building' such as energy conservation, use of solar and other renewable sources of energy, recycling of waste water, rain water 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 if SBIIMS & SBI desires, the Building can be rated as Green building at least of 'Gold standard'.

(d) Preparation of all detailed architectural, engineering, structural drawings including those for all services as stated above.

(e) Preparation of 2/3 alternatives for external façade / elevation / perspective view of building and its 3D presentation by computer for its approval by SBIIMS/SBI and preparation of model for one of the selected alternatives for its display.

(f) 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 SBIIMS & SBI including preparation of detailed estimates, draft tenders and advising panel of contractors to SBIIMS & SBI.

(g) Preparation of subhead-wise item-wise/ detailed estimates based on current market rate analysis, which will include preparation of rate analysis for all major items, take off / 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.

(h) Assisting SBIIMS & SBI for prequalification and empanelment of trade-wise contractors by following elaborate procedure / norms laid-down by Bank/ CVC guidelines.

(i) Preparation of draft tenders subhead-wise including detailed bills of quantity (BOQ) based on approved estimates by SBIIMS & SBI and full set of tender documents including all terms, conditions, special conditions and standard clauses.

(j) Calling of competitive tenders each trade-wise at appropriate time from the pre-qualified contractors. Required sets of tender documents will have to be prepared by the consultant themselves at no extra cost to SBIIMS & SBI.

(k) Detailed scrutiny of the tender received including preparation of the comparative statement etc. and submission of recommendations for acceptance or otherwise, of the tender of successful bidder / vendor, placing of work order etc.

(l) Preparation and issuance of detailed working drawings minimum 3 sets to the contractor well in advance so that work is not held up at any point of time for want of the drawings / details. 2 sets of such drawings will have to be issued to SBIIMS & SBI for their records.

(m) Complete role of Project Management Consultant (PMC) will also be played by the consultant 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 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 consultant. 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.

(n) The consultant will have to apply and obtain all required approvals / NOC from Local Municipal /Civic authorities and other Govt. / Statutory authorities from time to time such as plinth verification / occupation / completion / drainage / water supply and electrical connection, verification by lift and electrical authorities etc. well in time so that the progress of the work is not hampered.

The consultant should ensure implementation of labour laws of Central / State Government by themselves as well as by the contractors.

(o) The effective communication between various agencies / vendors contractors will have to be ensured by the consultant. The problems / hindrances / bottlenecks need to be sorted out / removed by arranging site meetings of all concerned including SBIIMS & SBI and record of such meetings, decisions taken etc. need to be maintained in a chronological manner kept in a separate register.

(p) During the defects liability period carrying out periodical inspection along with representatives of SBIIMS & SBI and contractor, preparation of the list of defects list and arrange for its rectification from contractor.

(q) 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) will have to be prepared and submitted to SBIIMS & SBI.

(r) 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 Architect.

The list of duties mentioned above is only indicative and the consultant 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 SBIIMS & SBI and guidelines of CVC in an open and transparent manner to the satisfaction of the SBIIMS & the Bank officials and towards achieving this goal whatever is required to be done will have to be arranged by the consulting firm with the approval of SBIIMS & SBI.

Signed as token of acceptance

Signature of consultant with seal

Date : -----

Place : -----

PRICE BID

**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. (SBIIMS)
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**PRE-QUALIFICATION OF ARCHITECTURAL CONSULTANCY FIRM (ACF) FOR
CONSTRUCTION OF EXECUTIVE ENCLAVE AT LHO CAMPUS, BENGALURU,
KARNATAKA.**

PROFORMA FOR SUBMISSION OF THE COST BID

We have understood the Prequalification criteria, Scope of Services to be rendered, Roles and Responsibilities and all the terms and conditions for Appointment as Architectural Consultancy Firm (ACF) as specified by SBIIMS on behalf of SBI in the Technical bid and as per the Draft Agreement enclosed for the captioned purpose and we will abide by the same in case our proposal is accepted.

Accordingly, we now quote total lump sum professional fees **at** _____% (in figure) and _____ (in words) of the estimated cost or actual project cost whichever is lower **plus GST** as applicable. We also agree that the above payment of the fees will be for rendering combined service for Architectural, Engineering and Project Management Consultancy Services and will be released to us by the method of payment as per ANNEXURE-'I' at pre-determined stages related to the progress of work based on the Standard terms of SBI in this regard.

Name and designation of the Authorized signatory

Signature

Stamp and seal
Place:

DRAFT AGREEMENT BETWEEN THE BANK AND ARCHITECTURAL CONSULTANCY FIRM (ACF)

STATE BANK OF INDIA

PREMISES & ESTATE DEPARTMENT

AND

**TOWARDS COMPREHENSIVE ARCHITECTURAL CONSULTANCY SERVICES FOR
CONSTRUCTION OF EXECUTIVE ENCLAVE AT LHO CAMPUS, BENGALURU,
KARNATAKA.**

This agreement made on ____ day of ____ 2019 between AGM, Premises & Estate, State Bank of India, Local Head Office, Bengaluru 560 001 (hereinafter called the Bank or SBI) which expression shall include the successors and assigns) of the one part and M/s. _____ partnership firm registered under the Indian Partnership Act having its registered office at _____ (hereinafter called "the ACF/Architects" which expression shall include the present partners and also the partners from time to time as also their respective heirs, legal representatives, administrators and assigns) of the other part.

Whereas the Bank intends to construct its building and whereas the firm as ACF/Architects for the said building (hereinafter called the 'said works') and whereas the ACF/Architects have accepted the said appointment by their letter No. _____. Now, therefore, this agreement witness that the said M/s. _____ are hereby appointed ACF/Architects for the Renovation of the said buildings above referred to on the following terms and conditions:

1. Architect's Services:

The ACF/Architects shall render the following services in connection with and in regard to the said works;

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

arrangements required to be made for water and electricity, type of drainage system, water storage and distribution arrangements, compound development, landscaping etc. and all incidentals and connected aspects thereto so as to enable the Bank to take a decision on the sketch designs and scheme as a whole.

- (b) After approval of the plans by the Bank, submitting the required drawings to the Heritage Conservation Committee (HCC), BDA/BBMP/BMRDA or Local Municipal Corporation/Authority etc. and obtaining its/their approvals.
- (c) After approval of the plans by the Heritage Conservation Committee (HCC) of BDA/BBMP/BMRDA or Local Municipal Corporation/Authority etc. or any other authority empowered to approve under law / rules & regulations in force, preparing detailed architectural working drawings, making design calculation and drawings for foundation and other structural work of the building, making designs and drawings for normal sanitary, water supply and electrical services and also for any special installations like air-conditioning, sewage treatment plant, fire fighting, telephone, public address system, computer installations, interior decoration/ site preparation work etc.(as may be included / required by the Bank in the ACF/Architects services),meticulously working out technical specifications, bills of quantities and detailed cost estimates after briefing and discussing the amenities and finishes being proposed broadly with the Bank. While the ACF/Architects would be given full scope to make suggestions in the best interest of the said works, the ACF/Architects shall amend / change the same suitably if so desired by the Bank. The ACF/Architects shall be responsible for inclusion of each and every item of the works/specifications required for completion of the project and the correctness of the quantities so as to ensure that variations are not beyond 5% either side between the actual quantities and the estimated quantities except in exceptional / rare cases. The ACF/Architects shall get all these detailed drawings and cost estimates approved by the Bank after making necessary changes/ amendment etc. is so, desired by the Bank.
- (d) Drawing up detailed tender documents for the various trades, complete with the Articles of the agreement, special conditions of contracts, specifications, drawings, schedules of quantities, the SBI's standard PVA clauses, lists of various tests to be conducted by the contractors or got done through laboratories for materials, works at site etc., theoretical / standard cement consumption for various items of works, various insurance covers required, time and progress charts and any other material necessary for completing the tender documents and getting them approved by the Bank.
- (e) Preparing select list of contractors i.e. short listing of contractors after scrutinizing the applications received in response to the press notice for pre-qualification of contractors and inspection of some of the works, done by them with the approval of the Bank, inviting the tenders for various trades, preparing comparative statements and submitting the assessment reports and recommendations thereon to the Bank, assist the Bank to conduct negotiations with the contractors wherever necessary and after the Bank's decision on the tenders, preparing contract documents and getting those

executed by the concerned contractors including program of work within the stipulated time frame.

- (f) Services shall involve rendering combined service for Comprehensive Architectural and Project Management Consultancy works. However, at any stage, performance of ACF/Architects in respect of Project Management Consultancy work determine to be deficient, the Bank shall at its absolute discretion may involve services of any site Engineer/Project Management Consultants separately in force (herein after referred to as the PMC) for day-to-day supervision and ensuring that the said works are being executed as per the plans and designs and specifications prepared by the ACF/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 ACF/ACF/Architects. The fee for such separate PMC shall be paid by deducting 30% of fees payable to ACF/Architects. The Bank shall involve the said PMC agency in the project, if deemed necessary, 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 ACF/Architects shall not for whatsoever reason, object to the said appointment of the site Engineer/PMC by the Bank for monitoring of the project at site and assisting the Bank in scrutiny of the recommendations, reports, plans, estimates etc. received from the ACF/Architects with a view to the decisions in the matters at the Bank's end . It is expected that the ACF/Architects and the PMC / site Engineer, if any PMC is employed by the Bank, work jointly as a team in good spirit with a view to getting the said works completed in best possible manner and efficiently.

- (g) Preparing landscape drawings & planting of saplings
- (h) Preparing for the use of the Bank, the contractors, PMC/ and the Site Engineers (if any) appointed by the Bank, six copies of the contract documents of various trades including all drawings, specifications and other particular such further details and drawings as are necessary for the proper execution of the said works.
- (i) Assuring full responsibility of correctness of structural and foundation design and design for all services and installations and soundness of the construction according to the said designs and specifications.
- (j) Assuming full responsibility for the overall supervision and proper and timely execution of the said works by all the contractors and sub-contractors, specialists, consultants, technical adviser etc .that may be engaged from time to time as defined in the conditions of engagement referred to clause 2 below by following up the matter closely, with the appointed site Engineer/PMC, if any PMC is appointed by the Bank and even with the contractors. Appointment of the site Engineer/PMC by the Bank and their presence at site and involvement in the work shall not absolve the ACF/Architects in any

manner from those responsibilities. The role of the site Engineer/PMC will be as an Agent of the Bank employed for austere the Bank for efficient execution of the project at Site. The ACF/Architects will have right to oversee, differ with the site Engineer/PMC's opinion in regard to the quality, measurement, rates of part/ substituted/ extra items etc. without affecting the Bank's interest .However, in the event of any dispute arising out due to difference between the opinion of the site Engineer/PMC and the ACF/Architects, the decision of the Bank's shall be final and binding on the ACF/Architects (and site Engineer/PMC as well).

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

- (k) Test-checking or cross checking of measurements of works at site if and wherever felt necessary on receipt of the bills form the site duly scrutinized and verified from the said Site Engineer / PMC of the Bank (if appointed, otherwise detailed measurements to be checked by the ACF/Architects), checking the contractor's bills, issuing certificates for payment and passing and certifying accounts so as to enable the Bank to make payments to the contractors and making adjustments of all accounts between the contractors and Bank. The ACF/Architects shall assume full responsibility of the entire project, the correctness of the detailed measurements, calculations and summing-up of net total under appropriate tender items and correctness of the payment certified by them. Time limit for verification and certification of bills by ACF/Architect shall be as under (failing which the ACF/Architect may be penalized)
- Running bill within 15 days
 - Final bill within one month
- (l) 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.
- (m) 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 ACF/Architects shall be also fully responsible for obtaining all other NOCs like those of Fire, Aviation and other departments/ offices of Govt./ Semi Govt./ Public Bodies in connection with getting approvals to the plans, commencement of works, completion of works etc.

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

2. Conditions of Engagement:

- a) The ACF/Architects shall submit to the Bank the sketch plans, detailed plans, cost estimates, tender documents etc. within the period stipulated in the schedule hereto annexed as Annexure-I.
- b) The ACF/Architects 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 day-to-day supervision of the site Engineer/PMC/ Resident's Architect Engineer is in accordance with the architectural working drawings and the finishes etc. as provided for by them. In the event of their finding out/ observing any deviations therefrom, they shall immediately bring it to the notice of the site Engineer/PMC / Resident's Architect Engineer/Contractors at the site and write to the contractors for the same. All such letters addressed to the contractors by the ACF/Architects shall be routed, without exception through the PMC if any site Engineer/PMC is engaged, so that if there is any point of difference or there is any genuine technical / administrative / contractual difficulty in following the ACF/Architects' directions, the site Engineer/PMC can first talk to the ACF/Architects and or to the Bank before the ACF/Architects' letter/s reach to the contractors. Simultaneously, copies of all such correspondence with the PMC/ Contractors shall be sent to the Bank by the ACF/Architects periodically.

ACF/Architects' overall responsibility will continue during the defect liability period to see that the PMC are persuaded to get the defects, if any, removed by the contractors and they shall give a "No Objection Certificate" at the end of the defect liability period of twelve months to the contractors if any Site Engineer/PMC is appointed, otherwise ACF/Architects will take the responsibility themselves. Bank shall authorize, Site Engineer/PMC to write to the ACF/Architects, if they find any discrepancy in the drawings, specification or the ACF/Architects' instructions or any drawings, details, clarifications required for speedy implementation of the works are pending from the ACF/Architects' offices.

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

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

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 ACF/Architects and the ACF/Architects will oversee all these activities and follow-up with the PMC or contractors, if any engaged by the Bank through their Resident Architect at site to ensure timely and quality work as provided in the agreement.

- (e) The ACF/Architects shall not make any deviation, alteration, omission from the approved design / plans without the written consent of the Bank. The ACF/Architects shall not also undertake, execute or carry out any variations or extra items of works in excess of Rs.25,000/- (Rupees twenty five thousand only) or such amount as the Bank may expressly authorize by separate letter .All variations and extra items allowed within the discretion of the ACF/Architects as well as costing Rs.25,000/- and above or the amount authorized shall be referred to the Bank together with the reasons for making such deviations and by furnishing an analysis of the extra cost involved thereby. All orders given to the contractors by the ACF/Architects for any authorized deviations from the contract documents shall be in writing and variations orders incorporating the rates and quantities of extra work and omitted items of work in respect of all deviations shall be issued within a fortnight from the date of issue of instructions for deviations but after getting the Bank's approval within the same time. The ACF/Architects shall on no account permit the contractors to include cost of variations or extra items of work in the running bill or certify the payments for such variations or extra items till the rates therefore are accepted by the Bank. In case of any additions or variations above Rs.25,000/- are carried out without the prior approval of the Bank, the Bank shall not be liable to pay the contractors for such additions and variations and the ACF/Architects shall also not be entitled as a right to claim fees for such additional or deviated items of works.
- (f) In case any Site Engineer/ PMC is engaged by the Bank during the progress of work, the ACF/Architects' representative at site shall remain daily in touch with the said Site Engineer/ PMC and ascertain from them whether any excesses over sanctioned cost is anticipated and / or has already occurred. The ACF/Architects shall immediately report the same to the Bank with adequate justification for the same and obtain Bank's approval thereto .Also, as and when required, the ACF/Architects shall also prepare a revised cost

estimate for Bank's approval with assistance from / in consultation with the said PMC.

- (g) The ACF/Architects shall engage (within the fees mentioned in clause 5 below) a qualified graduate Resident Architect/Engineer with not less than 5 years experience or a diploma holder with not less than 8 years experience for coordination and overall supervision on the site on day-to-day basis during the construction of the works.
- (h) The ACF/Architects shall, within the fees mentioned in clause 5 below, engage a qualified :- (i) Structural Consultants / Engineer (ii) Project Management Consultants (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 Resident Architect and his required assistants / consultants / Engineers appointed under clauses (i) and (j) shall be paid by the ACF/Architects who shall also be responsible for all the work, actions, omissions, etc. of any such Resident Architect and his assistants / Consultants / Engineers.
- (i) The ACF/Architects are supposed to ensure that the disputed / rejected works and the works not sanctioned by the Bank are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of the Bank, the rates quoted by them are not more than the reasonable in case of partly done / substituted / extra items and not more than tendered rates in case of completed tender items, various recoveries / deductions from the bills are properly effected, other recoveries made up to the last running bill in case of each contractor by the Bank to minimize further corrections at the Bank's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by the Bank to the contractors. The ACF/Architects shall be responsible for the corrections of the individual measurement, calculations etc. The Architect should also satisfy themselves through their Resident Architect that there is no duplication of the measurements and recording of the work done is under proper tender items. In case any PMC is engaged by the Bank to avoid delays in verification on this account, the Resident Architect/ Engineer or his assistant at the site may remain associated with the Site Engineer/ PMC and the concerned contractors at the time of joint measurements to satisfy himself about what work is being measured and under that tender items.
- (j) The ACF/Architects shall pay an amount limited to 10% of the total payable fees to the Bank for liquidated damages for losses caused to the Bank or delay on their part in carrying out the terms of this contract and the ACF/Architects shall take all necessary precautions and perform all their duties before and during the progress of the work to bring about completion of the work as may be entrusted to them including determining claims of the contractors due to fault or delay caused by them or their staff, on which question the decision of Bank, is final and binding on the ACF/Architects.
- (k) If the work of construction of any one or more of the civil engineering works or other works therein be substantially interrupted by force majeure or by reasons of any orders in writing issued by Bank stopping or suspending the work of construction on grounds other than bad / unsound work or installation

and / or defective supervision or lack of it or by reason of any undue or unreasonable delay on the part of SBI in the matter of approving of the work done or in the matter of giving such sanction or instruction as may be necessary for the future progress of the work, the firm shall not be liable in any way for the consequent delay in the completion of such work.

- (l) The Bank may require the ACF/Architect to go out or travel other than described under clause 7 (visit to the site) for discharge of any of their duties enumerated in this agreement without any extra fees. In such cases, in addition to the professional fees payable to the appointed Architect, the traveling allowances (as per actual expenditure incurred) and halting allowances (without insisting on production of the related bills) are also paid to the senior partners/associates of the firm of ACF/Architects and their Junior staff/associates, whenever they visit places other than the site of work/Bank for meeting/discussion. The scale of halting allowance payable to the senior partners/associates of the firm of ACF/Architects and their junior staff/associates is as under:

Traveling Expenses to the ACF/Architects and Consultants:

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

- m) Whenever the work is examined by the Chief Technical Examiner of the Central Vigilance Commission and if he brings to the notice of the Bank any defective or substandard work or any irregular / excessive payments the ACF/Architects shall take necessary action to get the defect rectified and / or recover the irregular payments. They may bring such matters in writing to the notice of the concerned contractors by putting the correspondence / their letters to take immediate action to get the matters set right and report back to the ACF/Architects for compliance. The ACF/Architects shall assist the Bank and shall send suitable reply to the Chief Technical examiner's queries in shortest possible time. In case of any disputes with the contractor (s) or disputes arising out of the said project execution as well in the matter of arbitration (either initiated by the contractors or the Bank) pertaining to this project, the ACF/Architects shall, assist the Bank from the beginning by drafting suitable replies in consultation with the legal advisers and protect the interest of the Bank.
- (n) The ACF/Architects shall, on the completion of the work, supply to the Bank free of cost two copies of 1:100 (one hundredth) scale drawings (one of which shall be in tracing cloth), two complete sets of structural drawings and two sets of drawings sufficiently showing the main lines of water and drainage pipes, electrical installation and other essential services and also and

inventory of all fittings and fixtures in the building. The ACF/Architects shall, if so required by the Bank, supply extra copies of all such drawings and the cost of such extra copies shall be reimbursed by the Bank to the ACF/Architects in addition to this the architect shall provide soft copies of drawings in pen drive or CD/DVD

3. Termination of Agreement

- (a) The agreement herein in may be terminated at any time by either party by giving a written notice of two months to the other party. Even after the termination of their employment, the ACF/Architects shall remain liable and shall be responsible for the certification / approval of any bills submitted by the contractors at any time in respect of the work executed before the termination of the ACF/Architects appointment and consequences thereof on account of any excess / wrong payment, if any, certified / recommended by the ACF/Architects for payments to the contractors, are liable for the payment of damages mentioned in paragraph 2 (j) hereinabove.
- (b) If the ACF/Architects close their business or the company, partnership firm stands dissolved due to provisions, if any, in partnership agreement of the firm in the event of death of one or more partners die or become incapacitated from acting as such ACF/Architects, then the Agreement shall stand terminated, subject to the clause 3(a) hereinabove.
- (c)
 - (i) If the ACF/Architects fail to adhere to the time schedule stipulated in the schedule hereto attached annexure I&II (whichever is earlier) 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 ACF/Architects for any reason whatsoever, the Bank shall be entitled to terminate this agreement without giving notice and entrust the work to some other ACF/Architects.
- (d) In case of termination under sub-clause (a), (b) or (c) above, the ACF/Architects shall not be entitled to fees or compensation except the fees payable to them for the work actually done and as per the provisions in this agreement. In such cases the decision of the Bank as to what is the work actually done and what is the amount of the fees due to the ACF/Architects on the basis of actual work and as per the provision in this agreement shall be final and binding on the ACF/Architects.
- (e) In case of the termination under sub-clauses (a), (b) or (c) above, the Bank may make use of all or any drawings, estimates or other documents prepared by the ACF/Architects, after a reasonable payment for the services of the ACF/Architects for preparation of the same in full as provided herein.

4. Transfer of Interests

- (i) The ACF/Architects shall not assign, sublet or transfer their interest in this agreement, without the prior written consent of the Bank.
- (ii) Whether the firm is partnership firm or a company, no change in the constitution of such partnership or no change in the constitution of Board of Directors of the company shall be made without the prior approval of SBI.

5. Scale of Charges

(a) (i) The Bank shall pay to the ACF/Architects as remuneration for the services to be rendered by the ACF/Architects in relation to the said works, and in particular for the services herein before mentioned, a fees calculated at the rate of ____ percent (____ percent) the cost of the work as indicated in sub-clauses below and in the manner described under clause 6 plus GST as applicable

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

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

(d) The payment of the fees will be released to us by the method as mentioned in technical bid at pre-determined stages related to the progress of work based on the standard terms of SBI in this regard. In case of repetitive jobs, one block will be paid at the full fees and for the remaining blocks will be paid at 0.5% less than the fee for original work subject to a maximum of 1.5%.

(e). The above fees will be for rendering combined service for Comprehensive Architectural and Project Management work. For the purpose of break-up fees payable for Architectural work will be 70% of total fees based on which payment on stages will be made from the stage of preparation of plan to completion of work as per our Standard method of payment. Payment of remaining 30% of fees quoted will be for PMC work, the payment of which will start only when construction of site will start and pro rata payment will be made based on value of the work executed by various contractors (Rs. in value), up to completion of work 87.5% of total fees will be paid and remaining 12.5% will be paid after completion of defects liability period or completion of arbitration proceedings if any.

(f). The fees payable to the ACF/Architects at the above percentage is on the actual cost of works done including cost of extra items executed with consent of the Bank and PVA payable to the contractors. However, items of direct supply by the Bank like electrical fixtures, A.Cs, steel racks, compactors, strong room doors/ventilators/exhaust fans, tang bars or any other works which Bank gets independently done and for which ACF/Architects do not prepare any tender

documents, specifications, BOQs, drawings etc., will be deducted from the project cost for the purpose of payment of fees to the ACF/Architects. Normally, the tender rates are inclusive of all taxes, cess and GST as applicable.

(g). ACF/Architects also undertake to open an office within 2 months at Bengaluru and operate till the project is completed.

ANNEXURE - 'I'**METHOD OF PAYMENT**

SBIIMS shall recommend for payment of Fees to SBI for the ACF/Architects in the stages as follows.

Sr. No.	Services to be rendered	Subject to clarifications under col fees payments	Up to stage total cumulative fees payments	Remarks/ Clarifications
(1)	(2)	(3)	(4)	(5)
(a)	After completion of sketch plans, Architectural design and model, if any, and their approval by the Bank.	1/16 th (6.25%) of the total agreed % of fees on total cost of related work.	1/16 th (6.25%) of the total agreed % of fees on total cost of related work.	It is clarified that estimated of the work at this stage shall include cost of civil/interior work as applicable.
(b)	After completion of working drawings & detailed estimates to the satisfaction of the Bank including Architectural & structural drawing & all drawings pertaining to the various specialist services & their approval by the Municipal Corporation or other authorities & Pre-qualifications of contractors for main civil work (foundation as well as super structural)	1/8 th (12.5%) of the total% of fees on total cost of related work.	3/16 th (18.75%) of the total% of fees on total cost of related work.	If the civil work is executed in two stages i.e. foundation & plinth or pile foundation one stage and super structure as second stage, assessed cost for each work will be the basis for release of payment. 50% of the fees payable for this stage may, however, be paid on completion and approval by the Municipal or other authority of all drawings pertaining of civil work & completion of prequalification work of civil contractors separately or together for foundation & super structure civil work.
(c)	After preparation of contract documents including tenders, issue of tender notices in respect of all trades, submission of recommendations to the Bank and execution of the contract documents for various trades.	1/16 th (6.25%) of the total % of fees on total cost of related work.	On 1/4 th (25%) of the total fees on total cost of related work.	Here also, as clarified in para (b) above, initially the estimated cost shall be the cost of foundation or/ and super-structure when the general building work is in progress. The fees under this (c) stage will be paid later on when the detailed plans/ estimates/ tender documents etc. are prepared by the ACF and approved by the Bank and the

				tenders are invited by the ACF. Part payments of fees in both these cases can be released at discretion of the Bank on request of the ACF in proportion to the services completed in respect of particular trades. Such payment shall be on account.
(d1)	During the progress of construction and in proportion to the value of the said works as certified from time to time and paid by the Bank.	1/2 th (50%) of the total% of fees on total cost of related work.	3/4 th (75%) of the total fees on total cost of related work.	-----
(d2)	On final completion of the project & closing of accounts including obtention of occupation certificate from appropriate authorities such as NMMC / CIDCO / Fire authority / water connection authority / electrical connection authority / gas connection authority and / or any other authority / Board connected with the occupation of building.	1/8 th (12.5%) of the total% of fees on total cost of related work.	7/8 th (87.5%) of the total fees on total cost of related work.	-----
(d3)	After the ACF issue "No objection certificate" for the refund of contractors retention money on expiry of Defects liability period of the various contractors and/ or attending to the CTE's / CVO's observations, if any, from time to time till its final disposal and award of arbitration, if any, whichever is later.	1/8 th (12.5%) of the total % of fees on total cost of related work.	100% of the total fees on total cost of related work.	The final payments under d1, d2 & d3 stages shall be made in accordance with and on the basis provided in the clauses 5 herein.
(e)	In case, this			

	<p>agreement is terminated in pursuance of clause 3 above, fees shall be paid to the ACF/Architects for the actual services rendered as per stages referred to in this clause and subject to other provisions about recoveries etc, as provided for elsewhere in this agreement.</p>			
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7. Visit to the Site

In addition to the stationed qualified Resident Architect /Engineer and one or two of his assistants as the ACF/Architects may consider necessary to support him, the ACF/Architects as stipulated by the Bank or their representatives shall visit the site at least once in a week and more frequently if so required and their consultants shall visit the site periodically and as frequently as works require and inspect and supervise the construction to ensure and satisfy themselves that the works are being executed as designed and planned by them and approved by the Bank and general quality of the work and finishes etc. are good. For this no charges shall be payable by the Bank.

8. Delays, Responsibility and Recoveries from fees

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

(b) In case any Site Engineer/ PMC or any consultant is engaged by the Bank, the ACF/Architects shall, closely follow up and keep the account of the progress made and arrange to solve the bottle necks, if any, and clarify the doubts / details, if any required by the Site Engineer/ PMC / contractors through their Resident

Architect/ Engineer and his assistants at site .If necessary, they should write to the Site Engineer/ PMC under advice to the Bank about time lag in the works and suggest improvements / course of action for PMC's consideration. Similarly if the Site Engineer/ PMC is engaged, they will be authorized to write to the ACF/Architects about their requirements like drawings, details, clarifications, discrepancies etc. if any, at ACF/Architects end.

(c) It is agreed by the Bank and the ACF/Architects that the total recoveries / adjustments on account of delays / mistakes except in case of structural failure, at ACF/Architects' end and any other account from the ACF/Architects fees shall not exceed 15% of their total fees for the entire project including interior decoration work, foundation, compound development, landscaping etc. To protect their interest, the ACF/Architects 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 ACF/Architects and / or their structural consultants, the ACF/Architects shall be liable to make good fully such damages / loss to the Bank without any upper limit.

9. Arbitration

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

(II) If any dispute, difference, or question shall at any time arise between the ACF/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 and final decision of the Chennai based arbitrator to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to be appointment of two arbitrators shall, before taking upon themselves the burden of reference, appoint and umpire.

(III)(i) For the purpose of appointing the Bengaluru based sole Arbitrator referred to above, the Appointing Authority i.e. the Chief General Manager of SBI, Local Head Office, Bangalore Circle or on his behalf the Asst. General Manager (Premises & Estate), Local Head Office, No.65, St. Marks Road, Bangalore 560 001 will send within thirty days of receipt by him of the written notice aforesaid to the ACF/Architects a panel of three names of persons who shall be presently unconnected with the organization, for which the works executed.

(ii) The ACF/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 ACF/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.

(iii) If the Appointing Authority fails to send to the ACF/Architects the panel of three names as aforesaid within the period specified, the ACF/Architects shall send to the Appointing Authority a panel of three names of Bengaluru based person who shall all be unconnected with either party. The Appointing Authority shall on receipt of the names of the aforesaid persons and appoint him as the sole Arbitrator within 30 days of receipt by him of the panel and inform the ACF/Architects accordingly. If the Appointing Authority fails to do so, the ACF/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.

(iv) 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.

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

(vi) 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.

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

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

(ix) The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator, who may direct to and by whom and in what manner, such costs or any part hereof shall be paid, may fix or settle the amount of costs to be paid. This agreement executed the day and year first written above.

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

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- 1.
- 2.

Signature of Managing Partner

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

- 1.
- 2.

SCHEDULE (REF. ALL RELEVANT CLAUSES) OF THE AGREEMENT

Sl No.	Description of activity	Scheduled duration
1.	Submission of sketch plan & preliminary estimates.	Within 2 (two) weeks from the date of receipt of instructions from the Bank.
2.	Submission of Detailed drawings complete in all respect for the project for approval by the Heritage Conservation Committee (HCC), BDA/BBMP/BMRDA or Local Municipal Corporation/Authority etc.	Within 2 (two) weeks from the date of receipt of Bank's approval of the sketch plans and preliminary estimates.
3.	Obtaining approval from Heritage Conservation Committee (HCC) BDA/BBMP/BMRDA or Local Municipal Corporation/Authority etc. by clarifying all the queries and submitting revised drawings as required including liaison with local authority for obtaining approval.	Progress report at every fortnight to demonstrate the effectiveness of the actions/steps taken to expedite, close and diligent tracking of process/file, Official's met etc. which ultimately lead to obtaining approval within earliest possible period, say in 8 to 10 weeks from the date of submission.
4.	Submission of Detailed structural & other drawings and estimates, complete in all respect for the project.	Within 2 (two) weeks from the date of receipt of plan approved by the local authority.
5.	Submission of Drawings and Draft tender documents complete in all respect.	Within 2 (two) weeks from the date of receipt of Bank's approval of Detailed estimates.
6.	Submission of Architect's report on the various tenders.	Within 2 (two) weeks from the date of receipt of tenders from the Bank.
7.	Submission of variation orders.	Within a fortnight from the date of receipt of Bank's approval of the variation. In the case of variation costing less than Rs.25,000/- or the amount authorized, as the case may be, within one week from the date of issue of instructions by the ACF/Architects to the contractors.