



State Bank of India

Premises Department, 9th Floor State Bank of India,
Corporate Office, Nariman Point, Mumbai – 21.

Phone No. 022-22740906, e-mail: dgmpremises.cc@sbi.co.in

TENDER ID: PREM/2023-24/07/01

NOTICE INVITING COMPETITIVE BIDS IN 2 BIDS SYSTEM FOR ENGAGING PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT

State Bank of India (SBI) invites Expression of Interest (EOI) from reputed and experienced Architectural Firms/Individual for participating in a Design Competition for selection of Principal Project Architect CUM Project Management Consultant to render Architectural and Project Management Consultancy Services for the Proposed **Purchase of ready built / Under-Construction of about 60 flats (preferably in an exclusive block for SBI) on package deal basis in Mahalaxmi, Parel, Lower Parel or Worli areas for Executives of State Bank of India** at an estimated cost of approx. Rs **500 Crores**.

The prequalification / eligibility criteria, scope of the services to be rendered, terms and conditions of appointment and prescribed formats for submission of application can be downloaded from Banks website under procurement news (<https://bank.sbi/web/sbi-in-the-news/procurement-news>) from **24.07.2023 to 24.08.2023 up to 15.00 Hrs.**

Interested Architectural Firms complying prescribed eligibility criteria may submit their applications in the prescribed format with supporting documents online on e-tender portal – <https://tenderwizard.com/SBIETENDER> in addition to submission of the same in hard copy at this office latest by **15.00 hrs. on 24.08.2023**. Applications received after due date and time will not be entertained. SBI reserves its right to accept or reject any or all applications without assigning any reasons therefor and no further correspondence shall be entertained in this regard.

Dy. General Manger (Premises)



State Bank of India

Premises Department, 9th Floor State Bank of India,
Corporate Office, Nariman Point, Mumbai – 21.

Phone No. 022-22740906, e-mail: dgmpremises.cc@sbi.co.in

TENDER ID: PREM/2023-24/07/01

EXPRESSION OF INTEREST (EOI) FOR DESIGN COMPETITION FOR SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED PURCHASE OF READY BUILT / UNDER-CONSTRUCTION OF ABOUT 60 FLATS (PREFERABLY IN AN EXCLUSIVE BLOCK FOR SBI) ON PACKAGE DEAL BASIS IN MAHALAXMI, PAREL, LOWER PAREL AND WORLI AREAS FOR EXECUTIVES OF STATE BANK OF INDIA.

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

GSTIN NO. : _____

DATE : _____

NOTICE INVITING EOI

State Bank of India invites Expression of Interest (EOI) from reputed and experienced Architectural Firms/Individual for participating in the Design Competition for selection and engagement of Principal Project Architect Cum Project Management Consultant for render Architectural Consultancy Services for Proposed Purchase of Ready Built / Under-Construction of about 60 flats (in an exclusive block for SBI) on package deal basis in Mahalaxmi, Parel, Lower Parel or Worli area for Executives of State Bank of India.

Sr. No.	Particulars	Details
1.	Name of work	Architectural and PMC works for the proposed purchase of about 60 flats ready built / Under Construction (preferably in an exclusive block for SBI) on package deal basis in Mahalaxmi, Parel, lower Parel or Worli areas for Executives of State bank of India
2.	Nature of Work	Principal Project Architectural Cum Project Management Consultancy Services
3.	Total Time allowed for completion of the Project in case of under-construction	Max. 24 months for 'under construction' flats from the date of issue of letter of intent till handing over of possession of flats on O.C. after completion of all development & common facility works, interior, electrical, lift., AC etc.
4.	Estimated cost of the project	Approximately Rs. 500.00 Crores
5.	Availability of EOI documents	From 24.07.2023 to 24.08.2023 up to 15:00 on Bank's Website: https://bank.sbi/web/sbi-in-the-news/procurement-news and e-Tender Portal: https://tenderwizard.com/SBIETENDER
6.	Address for submission of EOI Design Competition proposals	Dy. General Manager (Premises) Premises Department, 9th Floor State Bank of India, Corporate Office, State Bank Bhavan, Nariman Point, Mumbai – 21.
7.	Date & time for submission of online Technical and Price Bid	From 24.07.2023 to 24.08.2023 by 15:00 To be submitted online on e-tender portal – https://tenderwizard.com/SBIETENDER
8.	Date and Time of opening of e-Technical Bid.	On 24.08.2023 at 16:00 on e-tender portal – https://tenderwizard.com/SBIETENDER
9.	Opening of price bid	After completion of design competition from shortlisted Architect and will be communicated accordingly.

10.	Contact Person of e-tender Service Provider for any clarifications regarding e-Tendering procedure, system requirements, digital signature etc.	i. Kushal Bose +91 96747 58719, +91 76869 13157, <kushal.b@antaressystems.com> ii. Biswajit Ckkraborty +91 96747 58723 biswajit.c@antaressystems.com iii. Sushmitha +91 80459 82100 <sushmitha.b@antaressystems.com>
		Toll-free No. 18003096630
11.	Submission of Technical Bid (Hard Copy)	In addition to submission of Online Technical Bid as well as Financial Bid, the Bidder is also required to submit the whole Technical Bid with all supporting documents spirally bound securely and in serial order duly indexed & containing all pages duly filled & signed with company seal and date to this Office with a forwarding letter by 15:00 hrs. on 24.08.2023 at the address as mentioned at Sr. no. 6. Failure to submit the Technical Bid in hard copy will automatically disqualify the bidder for further consideration.

10. Conditional proposals are liable for disqualification.

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

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

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

16. For any clarifications please contact Assistant General Manager (Civil), Premises department, 9th floor State Bank of India, Corporate Office, Nariman Point, Mumbai – 21. Phone No. 022-22740906.

17. Interested Architectural Firms / Individuals fulfilling prescribed eligibility criteria are hereby invited and requested to ensure submission of their Technical and Price Bid in the prescribed format with supporting documents to the **Dy. General Manager (Premises)** Premises department, 9th floor State Bank of India, Corporate Office, State Bank Bhavan, Nariman Point, Mumbai – 21 **by 15.00 Hrs on 24.08.2023.**

18. The Principal Project Architect Cum Project Management Consultant are advised to submit the complete set of documents in properly spiral bounded form. The applications received in loose sheets shall be summarily disqualified. In addition to this a complete set of tender documents may also be directly uploaded on the website.

Dy. General Manager (Premises)

1. Disclaimer

- 1.1. The information contained in this EOI document or information provided subsequently to Principal Project Architect Cum Project Management Consultant whether verbally or in documentary form/email by or on behalf of State of India, is subject to the terms and conditions set out in this EOI document.
- 1.2. This EOI is not an offer by SBI, but an invitation to receive responses from the eligible Principal Project Architect Cum Project Management Consultant. No contractual obligation whatsoever shall arise from the EOI process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Principal Project Architect Cum Project Management Consultant.
- 1.3. The purpose of this EOI is to provide the Principal Project Architect Cum Project Management Consultant(s) with information to assist preparation of their Bid proposals. This EOI does not claim to contain all the information each Principal Project Architect Cum Project Management Consultant may require. Each Principal Project Architect Cum Project Management Consultant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this EOI and where necessary obtain independent advices /clarifications. SBI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI.
- 1.4. The SBI, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Principal Project Architect Cum Project Management Consultant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- 1.5. The SBI also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Principal Project Architect Cum Project Management Consultant upon the statements contained in this EOI.
- 1.6. The issue of this EOI does not imply that the SBI is bound to select an Architect for the Project and the SBI reserves the right to reject all or any of the Principal Project Architect Cum Project Management Consultant or Bids without assigning any reason whatsoever.
- 1.7. The Principal Project Architect Cum Project Management Consultant is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the Principal Project Architect Cum Project Management Consultant's risk and may result in rejection of the Bid.

INSTRUCTIONS TO PERSPECTIVE ARCHITECTS

1. Scope of work:

Principal Project Architect Cum Project Management Consultant for rendering Architectural Consultancy Services for Proposed Purchase of ready built / Under-Construction of about 60 flats (preferably in an exclusive block for SBI) on package deal basis in Mahalaxmi, Parel, Lower Parel or Worli area for Executives of State Bank of India.

1.1. Site and its location

In South Mumbai (Mahalaxmi, Parel, Lower Parel or Worli area).

2. EOI documents:

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

- Instructions to Perspective Architects
- General conditions of Contract
- Technical Bid
- Price Bid

2.2. The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below;

- a. Price Bid
- b. Technical Bid
- c. Addendums (if any)
- d. General conditions of contract
- e. Instructions to Perspective Architects

2.3. The tender documents are not transferable.

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

4. Signing of contract Documents:

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

5. Completion Period:

Time is essence of the contract. The Project for under-construction flats must be completed in all respect accordance with the terms of contract within a period **24 months** from the date of award of work / Letter of Intent to the builder and be handed over to

Bank after abstention of O.C. and after completion in all respect including area developmental works, Electrical works, interior works, AC, Common facilities works etc.

6. **Validity of Price Bid:**

Design Proposals shall remain valid and open for acceptance for a period of 90 days from the date of opening Price/Commercial bid. If the tenderer chooses to withdraw their offer during the validity period or makes modifications in their original offer, their Design Proposal shall be summarily disqualified without notice and no correspondence shall be entertained in this regard.

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

8. All the Principal Project Architect Cum Project Management Consultant shall be bound to accept and sign the "Integrity Pact" as per attached "Annexure J". The Application/EOI of the Architects not submitting the Integrity Pact as per prescribed format shall be summarily disqualified and no correspondence shall be entertained in this regard.

9. Joint Venture / Consortium shall not be allowed, and Prospective Principal Project Architect Cum Project Management Consultant should meet the mentioned Eligibility criteria themselves.

GENERAL CONDITIONS OF CONTRACT

1. Definitions: -

- 1.1. "Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India and Principal Project Architect Cum Project Management Consultant, together with the documents referred there in including these conditions and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
 - 1.2. In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
 - 1.3. 'SBI' shall mean State Bank of India having its Corporate Office at State Bank Bhavan, Nariman Point, Mumbai – 21.
 - 1.4. 'The Architect' shall mean the individual or firm or company selected and engaged for undertaking the project as Principal Project Architect Cum Project Management Consultant and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms or company.
2. The Architect must be equipped with adequate expertise and experience in undertaking Planning, designing & implementing/execution of Civil, Landscaping work, Electrical (HT/LT), Plumbing, Air-Conditioning, Lifts/Elevators, DG sets, UPS system, IBMS (CCTV, Public Address System, Fire & Safety Systems and integrating it with Building Management System) and all essential and ancillary works/services required for construction and completion of a Residential / commercial buildings.

3. Eligibility criteria:

- (i) Minimum 10 years' experience as an Architect as on **31.03.2023**. The experience should include all consultancy services for buildings such as architectural, structural, engineering, Interior and Furnishing and all internal and external services such as electrical, AC, plumbing, water supply, soil and storm water drainage, lifts, firefighting / horticulture, EPABX / Networking, gymnasium, parking, rainwater harvesting, sewage treatment plant, recycling of waste water etc.
- (ii) The Architect should have rendered satisfactory professional services in planning, designing & supervision of similar high-rise building construction projects, from inception to completion stage for:
 - a. At least one similar project of minimum **Rs 400 Crore** each or two similar projects of **minimum Rs 250 Crore** each or three similar projects of minimum **Rs 200 Crore** each during last 7 years ending on **31.03.2023**. These building projects should be residential/ commercial/ institutional building projects.

“Similar Work” under this clause means Planning, Designing and Supervision of Construction of High rise (Minimum 10 storied including Gr Floor) Residential or Commercial buildings including Civil, Plumbing, Sanitary, Interior & Furnishing, Fire Fighting and Electrical Installation work for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks during last 7 years.

- (iii) At least one of Proprietor / Partners / Directors of the Architect should have a valid registration and license as an Architect from “Council of Architecture”.
- (iv) The Architect should preferably have a full-fledged office or ready to establish an office in Mumbai and should have adequate number of qualified Architects, Engineers and other personnel on the payroll / establishment of the company and should also have tie up arrangements with reputed registered and licensed services Architect, firms, Electrical Architects, Air-conditioning Architect etc.
- (v) The average annual turnover of the Architect by way of professional Fee in last three financial years ending on **31.03.2023** shall not be less **Rs 150 cores**. Copies of the audited Annual Balance sheet for the last three financial years ending on **31.03.2023** shall be submitted in support of claims. The Architectural firm shall be in profit during last three financial years.
- (vi) The firms/Architects satisfying the prescribed eligibility criteria shall only become eligible to bid the assignment. Clear supporting evidence like photographs, certificates, documents etc. should be submitted with the bid.
- (vii) The firms/Architects should either have their local / Branch Office in Mumbai (documentary evidence to be submitted) or prepared to setup an adequate office setup with in-house capability and infrastructure / expertise to Manage such high magnitude specialized projects in Mumbai within 2 months from the date of award of contract provided they are qualified for the project through laid down selection process. An undertaking to be submitted by the Principal Project Architect Cum Project Management Consultant to this effect along with their application.
- (viii) The firms/Architects shall be responsible and prepared to engage expertise/Architects for all specialized services of the project for which inhouse expertise is not available with them within the professional fee agreed and payable to them.
- (ix) The firms/Architects should have qualified & experienced technical team at its disposal for deployment at site for day-to-day supervision of the project during the execution of the project from date of commencement of work to handing over of the entire infrastructure to the SBI.
- (x) The Principal Project Architect Cum Project Management Consultant should have all necessary licenses, permissions, consents, no objection certificates, approvals as required under the law for carrying out its/their business including those envisaged under the scope of this EOI.

- (xi) The Principal Project Architect Cum Project Management Consultant should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.
 - (xii) The Principal Project Architect Cum Project Management Consultant should not have been blacklisted by the Govt. of India Organizations / PSU / PSE / Govt. Depts. 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 Principal Project Architect Cum Project Management Consultant along with their application).
 - (xiii) The Principal Project Architect Cum Project Management Consultant should be the sole Principal Project Architect Cum Project Management Consultant and not a consortium.
 - (xiv) However, merely fulfilling the prescribed eligibility criteria shall not entitle the Principal Project Architect Cum Project Management Consultant for shortlisting and invitation for participation in the proposed Techno-commercial competition for the project. The shortlisting as well as final selection of Architect for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous employers etc.
4. The objective of this EOI is to identify reputed Principal Project Architect Cum Project Management Consultant Firm for setting up of the Construction of Residential Flats, as envisaged above by engaging a builder etc.
5. **Submission of bids:**
- i. The Proposal shall be submitted as under:
Online Technical Bid comprising of this tender document with all annexures duly filled in along with copies of the authentic supporting documents to be uploaded on e-tender portal. Also, the Bidder is also required to submit the **whole Technical Bid** with all supporting documents spirally bound securely and in serial order duly indexed & containing all pages duly filled & signed with company seal and date to this Office with a forwarding letter by 15:00 hrs. on **24.08.2023** at the prescribed address as mentioned in NIT. Failure to submit the Technical Bid in hard copy will automatically disqualify the bidder for further consideration.
 - ii. The bidders are requested to submit their **online price bid** in the prescribed format (Annexure – 'H') in **e-tender portal**.
 - iii. The certified/self-attested copies of the supporting documents mentioned in above mentioned formats shall be furnished along with the technical bid.
 - iv. All Annexures shall be duly signed by the firm with stamp on each page.

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

- a) The e-Technical Bid of all the Architects will be first opened by the authorized Tender Opening 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 Principal Project Architect Cum Project Management Consultant fulfilling the various criteria shall be shortlisted.
- c) Maximum 5 to 6 Architectural Firms / Individuals scoring highest marks on the prescribed parameters and marking matrix shall be shortlisted by the Committee.
- d) The SBI may consider inspecting the projects and calling for confidential reports from their clients prior to shortlisting and inviting for Design competition for the project.
- e) The decision of SBI in shortlisting of Architects invited for Design competition shall be final and binding and no correspondence shall be entertained in this regard.
- f) The shortlisted Principal Project Architect Cum Project Management Consultant shall be invited for making a presentation before competent Committee constituted by the SBI.
- g) A committee will evaluate the proposal and the presentation of the proposed approach, methodology and technical capabilities of the Principal Project Architect Cum Project Management Consultant and shortlist the Principal Project Architect Cum Project Management Consultant as per the laid down criteria. The decision of the Committee shall be final and binding on the Principal Project Architect Cum Project Management Consultant.
- h) The e-Price/Commercial Bid of only those Architects shall be opened who will participate in the Design Presentation.
- i) The Technical Bid and Commercial / Price Bid will have weightage of **70 and 30** respectively.

7. **Design Competition:**

- a) Principal Project Architect Cum Project Management Consultant shortlisted for participating in Design competition will have to present their scheme of proposals/drawings/plans/visuals/3D Views etc. to the committee on the date to be advised by SBI separately.
- b) Each Principal Project Architect Cum Project Management Consultant will be given about 20 to 30 minutes time for making presentation. After presentation the committee members will interact with the Principal Project Architect Cum Project Management Consultant to understand presentation.

- c) To participate in design competition, the Principal Project Architect Cum Project Management Consultant will have to attend the event on their own expenses. However, the Bank will make payment of **Rs. 25,000/- (Rupees Twenty-Five Thousand Only)** as token of appreciation to those Architects who are invited and participating in the design competition except the selected Architect.
 - d) The exact timing of start of time slot shall be intimated to Principal Project Architect Cum Project Management Consultant separately.
 - e) The design brief can be seen in scope of work for the project.
8. Based on the Design presentation proposal and other features for the proposed project, their capability and capacity shall be judged and rated by the competent committee of SBI including some independent external members on various Parameters and marking matrix as per **ANNEXURE - B** for the purpose.
9. **Financial bid**
- a) The perspective Principal Project Architect Cum Project Management Consultant are required to submit their **online price bid** in the specified format as per **Annexure 'H'** in e-tender portal.
 - b) The **online price Bid** of only shortlisted bidders shall be opened only after successful completion of the Technical Design Presentation and its Evaluation by the Competent Committee.
10. **Professional Fee:**
While quoting the professional fee for the project, the Principal Project Architect Cum Project Management Consultant are advised to consider the following:
- i. The Principal Project Architect Cum Project Management Consultant is required to **quote professional fee (excluding GST) for the Architectural Consultancy Services including Project Management Consultancy Services in the Price Bid.**
 - ii. The total professional Fee (i.e. Fee towards Architectural Consultancy Services and PMC) can be quoted by the perspective Architects within following limits: -

Upper Cap on Professional Fee (Maxi. Fee limit) will be @ 0.5 % (Zero Point Five Percent) of the Actual project cost (exclusive of Taxes).
- (a) The perspective Principal Project Architect Cum Project Management Consultant shall support to SUCCESSFUL builder or their Architect for obtaining all mandatory building permissions/approvals (Essential for commencement of construction at site) and its periodical renewal, seeking completion/occupancy certificates after completion of project etc. from the respective department/authorities including necessary liaison for procuring such permissions within the quoted professional fee only.

- (b) However, any Govt. fee /charges payable to the respective Govt authorities against Govt's demand note/challan/Map fee etc, shall be paid by the SBI against production of original copies of such demand note/challans.
- (c) The selected Architect shall undertake to permit SBI for deductions of the following sums from the total fee becomes payable to them for the project as per the Fee structure and rate approved and accepted by the Bank:-
Deduction on account of TDS as per applicable rules of Government.

11. Award of Contract:

- a) The firm which gets highest marks (obtained in technical and commercial bid put together) will be decided as the prospective Principal Project Architect Cum Project Management Consultant for further decision on awarding of contract.
 - b) SBI may reject any/all the bids received without assigning any reason whatsoever.
 - c) Validity period of bid: 90 days shall be the validity period of bid from the date of opening of Price/Commercial Bid.
12. On award of the contract, the Firm will be expected to take up/commence the assignment within 15 days of time.
13. If the performance of the Architect at any stage of the project is not found satisfactory or in the interest of the Bank, the SBI will have the right to terminate the agreement by giving one months' notice and in such an eventuality, no claim for any compensation/Fee for the balance work shall be considered. However, their dues shall be settled as per provisions contained in the standard agreement for the purpose, in proportion to the services actually rendered.
14. SBI will have right to change scheduled date of any event. Revised date will be displayed on our website or communicated separately.
15. Any corrigendum in this EOI shall be intimated through announcement at Bank's website only. The prospective Principal Project Architect Cum Project Management Consultants are requested to peruse Procurement News section of our Bank's website bank.sbi on time to time till the process of selection of Architectural Architect gets over.
16. Officials of SBI/ Bank may visit office of the Principal Project Architect Cum Project Management Consultant, sites of project completed by Principal Project Architect Cum Project Management Consultant and office of those clients to verify information submitted by Principal Project Architect Cum Project Management Consultant in technical bid. In case it is found that Principal Project Architect Cum Project Management Consultant has submitted misleading information in technical bid, the candidature of such Principal Project Architect Cum Project Management Consultant (s) will be dismissed. SBI will have discretion to seek confidential report from previous clients of the Principal Project Architect Cum Project Management Consultant and in case of any negative report/feedback, the SBI may act as deemed fit.

17. **Scope of services:**

SBI proposes to engage services of Project Architect cum Consultant for Proposed Purchase of ready built / Under-Construction of about 60 flats (preferably in an exclusive block for SBI) on package deal basis in Mahalaxmi, Parel, Lower Parel or Worli area for Executives of State Bank of India. This will be a '**State of Art**' design having all modern amenities and will comply / have features of 'Green' and Energy Efficient Building.

SBI intends to commence and complete the works in all respects viz. ready for occupation within a maximum time span of **24 months** in case of under-construction flats from the date of award of work.

17.1. The proposed Architectural firm / Architect will take up all further necessary work on the project including support to the SUCCESSFUL Bidder for procuring / revalidation (as and when required) of existing Municipal and other mandatory permissions, NOCs, occupation / completion certificate required to be obtained from the local Authorities viz. MCGM, Municipal Corporations, Town & Country Planning Department and any other State / Central Government / Statutory authorities etc. as applicable including obtaining occupation and completion certificate from MCGM/Govt. authorities within the specified time frame of 6 months as stated above.

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

17.3. **The role and responsibilities of the Principal Project Architect Cum Project Management Consultant will broadly include as under:**

- i. Providing professional services for concept design of Residential Flats as per latest standards and as per Banks area norms.
- ii. The Architect will support to Successful Bidder on behalf of the Bank for obtaining all required approvals, NOCs, building permission / commencement certificate / Building / Municipal Permission from the MMRDA / T&CP / MCGM / local Municipal Corporation, Town & Country Planning department, Aviation, Maharashtra Electricity Board, Electrical Inspector, Lifts/Elevators Inspectors, Fire department and any other Govt. / Statutory Authorities for commencing of the project, building completion / Occupation Certification and any other permission as applicable for establishment. However, all such building permissions shall be procured by the Successful Bidder in a time bound manner as per the agreement with the Bank.
- iii. The responsibility for liaising with all Govt. departments / authorities responsible for issuance of such mandatory permissions shall remain within the scope of services of the Successful Bidder within their contract value and no extra charges toward liaising etc. shall be payable for the same except reimbursement of fee payable against production of receipt /challans in respect of deposits made with the competent authorities, if any.

- iv. Preparation of detailed design of all internal and external services such as electrical, AC, plumbing, water supply, fire-fighting / horticulture, EPABX / Networking, Building Management System, etc. All drawings will have to be prepared to the specified scale in three colour copies and editable soft copies in Auto CAD format.
- v. Most of the features applicable for '**Green building**' such as energy conservation, use of solar and other renewable sources of energy, use of natural light to the maximum extent etc. will have to be taken into account during planning, design, and execution stages.
- vi. Preparation of 2/3 alternatives for 3D view / elevation / its 3D presentation of Visual Walk Through for its approval by SBI.
- vii. Submitting PERT Chart / Bar Chart through Project management Software (MS Project/Primavera) incorporating all the activities required for the completion of the project well in time, visit of sites by Building Committee, preparation of Minutes of Meeting and report of Committee.
- viii. Preparing documents for pre-qualification of builder, scrutinizing prequalification applications, submitting recommendations for prequalification of builder for the project after inspection of work sites/office of various shortlisted builders and extending all assistance to the SBI in finalizing the list of qualified builder by following elaborate procedure / norms laid down as per CVC guidelines and as per Bank's extant guidelines / Premises Manual for package deal proposals.
- ix. Preparing detailed tender documents / notices for various trades including Articles of agreement, special conditions, general conditions of contract, specifications, bill of quantities (BOQ), Technical Bid and Price Bid documents including detailed analysis of rates based on market rates, time and progress charts, etc. and seeking approval for the same from SBI based on approved valuation reports obtained from multinational valuers.
- x. Calling of competitive tenders at appropriate time from the pre-qualified builders. Required sets of tender documents consisting of technical bid and price bid will have to be prepared by the Architect themselves at no extra cost to SBI.
- xi. Detailed scrutiny of the tenders received including preparation of the comparative statement etc. and submission of recommendations for acceptance or otherwise, of the tender of successful Bidder / Builder & recommending, placing of work order etc.
- xii. Providing required design & drawings for interior works and furniture layout to Builder after getting approval of same from Bank of the drawings / details. Additional 2 sets of such drawings will have to be issued to SBI for its records.
- xiii. Complete role of Project Management Architect (PMC) will also be played by Architect to ensure both qualitative and quantitative aspects of the project and would include day to day supervision of work through a team of various experienced Engineers led by a Project Manager to be posted at the site (within the professional fee mutually agreed only) and who will be overall responsible for smooth and timely completion of all works

within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the Architect.

- xiv. The Principal Project Architect Cum Project Management Consultants role will broadly include quality control during execution of project, finalization of accounts, extra / deviated items, rate analysis, 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.
- xv. Ensuring day to day supervision of works, ensuring daily check on quality and specifications of the work being executed, ensuring / laboratory testing of materials and maintaining record thereof, ensuring compliance with all other standards etc. by deploying minimum 2 full time qualified Site Engineers (engineering graduate of civil & electrical branch with minimum 5 year site experience) for all works and services at their own cost within the fee payable.
- xvi. Conducting thorough scrutiny of works stage wise, recommending payment of builder 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 builder and adjustments of all accounts between the builder and the SBI.
- xvii. The Architect shall assume full responsibility for all works & measurement certified by them. It shall be mandatory on the part of the Architect to check the works to the extent of 100% for each item.
- xviii. The effective communication between various agencies / vendors / contractors will have to be ensured by the Architect. The problems / hindrances / bottlenecks need to be sorted out / removed by arranging site meetings of all concerned including employer (SBI) and record of such meetings, decisions taken etc. need to be prepare minutes in a chronological manner for records.
- xix. Support to the Bank in formation of society for Annual maintenance after handing over of the flats.
- xx. During the defect liability period carrying out periodical inspection along with representatives of SBI/ SBI and contractor, preparation of defects list and arrange for its rectification from contractor.
- xxi. Preparation of 'As Built' drawings including those for all services and 2 sets of such drawings laminate and in the form of a CD/pen drive (soft copy) will have to be prepared and submitted to SBI.
- xxii. The Bank's project comes under Technical Audit by the Chief Technical Examiner's (CTE) Organization of Central Vigilance Commission. The Principal Project Architect Cum Project Management Consultant will assist the Bank in submission of reply to CTE's queries, if any and compliance of their observations.

- xxiii. 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.
- xxiv. The Principal Project Architect Cum Project Management Consultant shall act as faithful advisor and shall at all time support and safeguard legitimate interests of the SBI.
- xxv. The Principal Project Architect Cum Project Management Consultant shall not accept any commission, discount etc. in connection with the activities to benefit himself.
- xxvi. All the activities mentioned in the scope of work shall be carried out in consultation with and approval of SBI team.
- xxvii. The Principal Project Architect Cum Project Management Consultant shall assist the employer in sending suitable replies to queries raised by CTE's/IEMS.
- xxviii. The list of duties mentioned above is only indicative and the Architect will have to assume full responsibility for timely completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workman like manner in all respects till its occupation within the agreed time schedule and cost by following laid down norms / procedure of SBI and guidelines of CVC in an open and transparent manner to the satisfaction of the Bank and towards achieving this goal whatever is required to be done will have to be arranged by the consulting firm with the approval of SBI.

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

Within the validity period specified in this EOI, the SBI shall issue a letter of intent (LOI) to the selected Principal Project Architect Cum Project Management Consultant 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 Principal Project Architect Cum Project Management Consultant. The letter of Intent shall constitute a binding contract between the SBI and the Architects.

ii) **Contract Agreement:**

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

19. **Assignment and subletting**

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

the Principal Project Architect Cum Project Management Consultant for its stability, safety and economy. However, responsibility in all matters pertaining to the project shall remain with Principal Project Architect Cum Project Management Consultant.

20. No compensation on restrictions of work

The SBI shall be at liberty to abandon or reduce the scope of professional services of the Principal Project Architect Cum Project Management Consultant for the reasons whatsoever including unsatisfactory performance or inordinate delay in rendering professional services in the project. In such an eventuality, the Architect shall have no right to claim any payment/ compensation or otherwise 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.

21. Fraud & Corrupt Practices

21.1. The Principal Project Architect Cum Project Management Consultant and their respective employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the SBI shall reject an Application or any such suggestion of Principal Project Architect Cum Project Management Consultant without being liable in any manner whatsoever to the Architects, if it determines that they have, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the bidding process.

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

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

a. **“Corrupt practice”** means

- (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the SBI who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SBI, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or

- (ii) Engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the SBI in relation to any matter concerning the Project.
- b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.
- c. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process.
- d. **“Undesirable practice”** means
 - (i) Establishing contact with any person connected with or employed or engaged by the SBI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or
 - (ii) Having a Conflict of Interest.
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Principal Project Architect Cum Project Management Consultant with the objective of restricting or manipulating a full and fair competition in the Bidding Process/ Techno commercial evaluation of the

22. Termination for Default

22.1. 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 Principal Project Architect Cum Project Management Consultant, may terminate the Contract in whole or in part:

- a. If the Principal Project Architect Cum Project Management Consultant 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 Principal Project Architect Cum Project Management Consultant fails to perform any other obligation(s) under the contract; or
- c. Laxity in adherence to standards laid down by the SBI; or
- d. Discrepancies/deviations in the agreed processes or
- e. Violations of terms and conditions stipulated in this EOI.
- f. If the Principal Project Architect Cum Project Management Consultant fails to procure mandatory permissions through design builder from the various local authorities within a reasonable time not exceeding 6 months and renewal of existing permissions from the respective local authorities within 45 days from the date of receipt approval of sketch scheme plans/instructions from the SBI to do so.
- g. If the Architects fails to open their office locally at Mumbai within the timeline specified in this EOI.

- 22.2. In the event the SBI terminates the Contract in whole or in part for the breaches attributable to the Principal Project Architect Cum Project Management Consultant, the SBI may engage, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, at the cost of Principal Project Architect Cum Project Management Consultant and shall be liable to the SBI for any increase in cost for such similar Services. However, the Architects shall continue to provide all their professional services to the extent same are not terminated as per agreement
- 22.3. If the contract is terminated under any termination clause, the Architects shall handover all design documents/ executable/ SBI's data or any other relevant information to the SBI in timely manner and in proper format/soft copies as well as hard copies as per scope and shall also support the orderly transition to another Principal Project Architect Cum Project Management Consultant or to the SBI as decided by the SBI.
- 22.4. During the transition, the Architects shall also support the SBI on technical queries/support on process implementation.
- 22.5. The SBI's right to terminate the Contract will be in addition to the penalties and other actions as deemed fit.
- 22.6. In the event of failure of Architects to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the SBI at its sole discretion may make alternate arrangement for getting the Services contracted with another Architects. In such case, the SBI shall give prior notice to the existing Architects. The existing Architects shall continue to provide services as per the terms of Contract until a 'New Architects completely takes over the work. During the transition phase, the existing Architects shall render all reasonable assistance to the new Architects within such period prescribed by the SBI, at no additional cost to the SBI, for ensuring smooth switch over and continuity of services.

23. Force Majeure

- 23.1. Neither contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- 23.2. 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.
- 23.3. 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.

- 23.4. 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.

24. Termination for Insolvency

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

25. Termination for Convenience

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

26. Governing Language

The governing language shall be English.

27. Taxes and Duties

- 27.1. The Architect shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Architects shall include all such taxes (excluding GST) in the approved professional Fee.
- 27.2. Price Bid quoted should be inclusive of all Central / State Government taxes/duties and levies but exclusive of GST.
- 27.3. Fee payable to the Architects 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.
- 27.4. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this process shall be borne by the Architects.

28. Tax deduction at Source

- 28.1. Wherever laws and regulations that require deduction of such taxes at the source of payment, the SBI shall affect such deductions from the payment due to the Architects. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the SBI as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Architects from his responsibility to pay any tax that may be levied in India on income and profits made by the Architects in respect of this contract.

28.2. The Principal Project Architect Cum Project Management Consultant'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 Architects shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

29. **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.

30. **Transition Plan**

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

The existing Architects shall continue to provide services as per the terms of Contract until a New Principal Project Architect Cum Project Management Consultant completely takes over the work. During the transition phase, the existing Principal Project Architect Cum Project Management Consultant shall render all reasonable assistance to the new Architects within such period prescribed by the SBI, for ensuring smooth switch over and continuity of Professional Services.

31. **Compliance with Laws**

It shall be the sole responsibility of Principal Project Architect Cum Project Management Consultant to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Principal Project Architect Cum Project Management Consultant as envisaged under this. Principal Project Architect Cum Project Management Consultant through design builder 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 Principal Project Architect Cum Project Management Consultant 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.

32. **Non-Hire and Non-Solicitation**

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

Signed as token of acceptance

Signature of Principal Project Architect Cum Project Management Consultant with seal

Date:-

Place:-

PARAMETERS FOR DESIGN TECHNICAL COMPETITION

FOR SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED PURCHASE OF READY BUILT / UNDER-CONSTRUCTION OF ABOUT 60 FLATS (PREFERABLY IN AN EXCLUSIVE BLOCK FOR SBI) ON PACKAGE DEAL BASIS IN MAHALAXMI, PAREL, LOWER PAREL OR WORLI AREA FOR EXECUTIVES OF STATE BANK OF INDIA

(A) **BRIEF TECHNICAL PARAMETER FOR EVALUATION BEFORE DESIGN COMPETITION**

- TOTAL MARKS = 60
- MIN. QUALIFYING MARKS = 36

Sr. No.	Broad criteria / Technical parameter	Maximum Marks
1	<u>Number of technical staff (Architects and Engineers) in main office (on pay roll):</u> Up to 10 = 2 marks, More than 10 and up to 20 = 4 marks, More than 20 and up to 30 = 6 marks, More than 30 and up to 40 = 8 marks, More than 40 = 10 marks	10
2	<u>Experience of the firm: Both in Architectural & PMC works:</u> Min. 7 years = 3 marks, More than 7 and up to 10 years = 6 marks, More than 10 and up to 15 years = 8 marks, More than 15 years = 10 marks	10
3	<u>Maximum value (Project Cost) of any single project handled in the last 7 years as on 30.06.2023:</u> Rs 200 crores and up to Rs. 300 crores = 5 marks, More than Rs 300 crores and up to Rs 400 Crores = 10 marks, More than 400 crores = 15 marks	15
4	<u>Having Local Office at Mumbai:</u> Full Fledged Office = 5 marks, Branch Office = 3 marks, No. Office = 0 marks	5
5	<u>Performance Certificate from Existing Clients:</u> a. Excellent = 10 marks b. Good = 08 marks c. Satisfactory = 06 marks	10
6	<u>Certification level in Green / Energy saving building in LEED/ GRIHA rating system in any building (having project cost of Rs. 500 Cr or above) completed in the last 7 years as on 31.03.2023:</u> a. Green certified 05 or more projects = 10 marks b. Green certified 04 or more projects = 08 marks c. Green certified 03 or more projects = 06 marks d. Green certified 02 or more projects = 04 marks	10
TOTAL		60

(B) BRIEF TECHNICAL PARAMETER FOR EVALUATION OF DESIGN PRESENTATION MADE BY PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT

➤ TOTAL MARKS = 40

Sr. No.	Broad criteria/technical parameter	Maximum Marks
1	<u>Design concept of project done so far.</u> Architectural & Green building features, 3D view, preliminary layout plan, indicating furniture layout, other amenities specifications and approximate estimated cost.	5
2	<u>Statutory Approvals</u> Capability / experience in obtaining statutory approvals / Liaisoning with local Government authorities and estimated time limit specified for the same	5
3	Experience undertaking similar projects with PSUs / Banks and handling CVC matters	5
4	Cost effective Site Utilization & Economical design along with Estimated Cost / Per Sqm cost	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 maximisation of retention of existing trees at site with IGBC Credentials.	5
7	Knowledge of Building Bylaws, National Building Code and Statutory Requirements of respective local bodies/Municipalities, etc.	5
8	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members	5
	TOTAL	40

Process of Selection:

The Principal Project Architect Cum Project Management Consultant who scores maximum marks in inter-se-merit put together for technical bid and price bid both together shall be considered for selection.

The marks evaluated in the Technical & Design Presentation shall be converted into 70 marks. In Technical bid, the highest scorer shall be allotted full weightage of 70.

Marks in the price bid will be evaluated as under:

In Price bid, the offer with the lowest fee structure shall be treated as best scorer and shall be accorded **30 marks**.

Upper cap limit of the Fee is 0.5 % of the project cost (exclusive of taxes)

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

Financial bid quotes of four Architects A, B, C,D & E are as follows

- (i) A : 0.10 % of the cost of the project
- (ii) B : 0.20 % of the cost of the project
- (iii) C : 0.30 % of the cost of the project
- (iv) D : 0.40 % of the cost of the project
- (v) E : 0.50 % of the cost of the project

The marks will be as under

- (i) A : $0.10 \times 30 / 0.10 = 30$
- (ii) B : $0.10 \times 30 / 0.20 = 15$
- (iii) C : $0.10 \times 30 / 0.30 = 10$
- (iv) D : $0.10 \times 30 / 0.40 = 7.5$
- (v) E : $0.10 \times 30 / 0.50 = 6.0$

Signature, Name and Seal of Principal Project Architect Cum Project Management Consultant

Date:

Place:

Please pay attention: -

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

- Information to be furnished should be crisp, to the point and precise.
- Please do not keep any field blank. In case nothing has to be filled in a particular field then please write 'Not Applicable' there.
- Supporting documentary 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 Principal Project Architect Cum Project Management Consultant, actual project cost, date of completion of project, existence of green building features and opinion of client on quality of services rendered by the Principal Project Architect Cum Project Management Consultant.

FIRM - PROFILE

DESIGN COMPETITION FOR SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED PURCHASE OF READY BUILT / UNDER-CONSTRUCTION OF ABOUT 60 FLATS (PREFERABLY IN AN EXCLUSIVE BLOCK FOR SBI) ON PACKAGE DEAL BASIS IN MAHALAXMI, PAREL, LOWER PAREL OR WORLI AREA FOR EXECUTIVES OF STATE BANK OF INDIA

1	Name of the Firm	
2	Address	
3	Telephone No. with STD code & Mobile Number	
4	Fax No with STD code	
5	Primary e-mail address	
6	Alternate e-mail address	
7	Constitution of the Firm (Proprietorship Firm/ Partnership Firm/ Private Limited Company/ Public Limited Company)	
8	Date of Establishment	
9	Name of document of evidence of establishment like certificate of incorporation and its number (if any) and date of issue	
10	Annexure number of documents mentioned in col (9)	
11	Please mention ACF (Architectural Consultancy Firm) work done before 31.03.2023	
12	Annexure number of documents in evidence of information submitted in col (11)	
13	Name of proprietor / Partners / Directors	

14	Registration Number(s) with "Council of Architecture"			
15	Annexure number of copies of registration certificate mentioned in col (14)			
16	Goods & Service Tax registration number			
17	Annexure number of GST registration certificate			
18	GST paid during last 3 years (amount in lacs)	Year ended on	Tax paid	
		31.03.2021		
		31.03.2022		
		31.03.2023		
19	Annexure number of certificates issued by chartered accountant for supporting information mentioned in col (18) or any other evidence in that regard			
20	Turnover of the firm during last 3 years (amount in lacs)	Year ended on	Turnover	
		31.03.2021		
		31.03.2022		
		31.03.2023		
21	Annexure number of certificates issued by chartered accountant for supporting information mentioned in col (20) and audited P&L statement in that regard			
22	Number of Architects/ Engineers who are promoters or permanent employee of the firm (These numbers should tally with details being given in Format VII and VIII)	Architects	Engineers	Total
23	Annexure number of lists of office equipment owned by the firm			
24	If firm is not having office in Mumbai, then indicate the time by which it is likely to open an office thereat			
25	Details of Bank account of firm			

	Account name (exactly as it appears on statement of account)	
	Account number	
	IFSC	
	Name of Bank	
	Branch name and branch code	
26	Name and designation of executive of the firm to whom Bank can contact for seeking information	
27	Mobile number of above contact person	
28	Annexure number of latest income tax clearance certificate	

Signature of the Principal Project Architect Cum Project Management Consultant with Seal

Date:

Place:

BIO-DATA OF THE PARTNERS / DIRECTORS

DESIGN COMPETITION FOR SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED PURCHASE OF READY BUILT / UNDER-CONSTRUCTION OF ABOUT 60 FLATS (PREFERABLY IN AN EXCLUSIVE BLOCK FOR SBI) ON PACKAGE DEAL BASIS IN MAHALAXMI, PAREL, LOWER PAREL OR WORLI AREA FOR EXECUTIVES OF STATE BANK OF INDIA

Use separate form for each partner/director.

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

Signature of the Principal Project Architect Cum Project Management Consultant with seal

Date:

Place:

BIO-DATA OF TECHNICAL STAFF (ARCHITECTS/ ENGINEER)

DESIGN COMPETITION FOR SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED PURCHASE OF READY BUILT / UNDER-CONSTRUCTION OF ABOUT 60 FLATS (PREFERABLY IN AN EXCLUSIVE BLOCK FOR SBI) ON PACKAGE DEAL BASIS IN MAHALAXMI, PAREL, LOWER PAREL OR WORLI AREA FOR EXECUTIVES OF STATE BANK OF INDIA

Use separate form for each Executive

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

Signature of the Principal Project Architect Cum Project Management Consultant with Seal

Date:

Place:

DETAIL OF MAJOR BUILDING CONSTRUCTION
completed during the last 7 years (as on 31.03.2023)

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

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

17	Annexure number of side elevation/sectional elevation showing number of basement and height of building	
18	Has client certified that the building is having Green / Energy Saving features	Yes/ No
19	Annexure number of letters received from the client regarding award of work.	
20	Annexure number of letters received from the client regarding successful completion of work.	

Note:

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

Signature of the Principal Project Architect Cum Project Management Consultant with Seal

Date:

Place:

LIST OF PENDING ARBITRATION/LITIGATION/SUITS WITH PREVIOUS CLIENTS

DESIGN COMPETITION FOR SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED PURCHASE OF READY BUILT / UNDER-CONSTRUCTION OF ABOUT 60 FLATS (PREFERABLY IN AN EXCLUSIVE BLOCK FOR SBI) ON PACKAGE DEAL BASIS IN MAHALAXMI, PAREL, LOWER PAREL OR WORLI AREA FOR EXECUTIVES OF STATE BANK OF INDIA

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

Signature of the Principal Project Architect Cum Project Management Consultant with Seal

Date:

Place:

PRE-CONTRACT INTEGRITY PACT

(TO BE STAMPED AS AN AGREEMENT)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2023, between, on the one hand,

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

WHEREAS the SBI proposes to appoint a PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT for Proposed Purchase of ready built / Under-Construction/construction of about 60 flats (in an exclusive block for SBI) on package deal basis in Mahalaxmi, Parel, Lower Parel or Worli area for Executives of State Bank of India and the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT is willing to offer/has offered the services and WHEREAS the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the SBI is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India. NOW, THEREFORE,

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

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

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

1. Commitments of the SBI

- 1.1. The SBI undertakes that no official of the SBI, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2. The SBI will, during the pre-contract stage, treat all PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT alike, and will provide to all PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT the same information and will not provide any such information to any particular PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT which could afford an advantage to that particular PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT in comparison to other PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT.
- 1.3. All the officials of the SBI will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4. In case any such preceding misconduct on the part of such official(s) is reported by the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT to the SBI with full and verifiable facts and the same is prima facie found to be correct by the SBI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SBI and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SBI the proceedings under the contract would not be stalled.

2. COMMITMENTS OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT.

- 2.1. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 2.3. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with State Bank of India.
- 2.4. Wherever applicable, the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT shall disclose their foreign principals or associates, if any.
- 2.5. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with the is Bid/contract.
- 2.6. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT further confirms and declares to the SBI that the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT is the original SIs in respect of Equipment / product / service covered in the Bid documents and the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the SBI or any of its functionaries, whether officially or unofficially to the award of the contract to the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SBI or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 2.10. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the SBI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13. If the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT or any employee of the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT or any person acting on behalf of the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT, either directly or indirectly, is a relative of any of the officers of the SBI, or alternatively, if any relative of an officer of the SBI has financial interest/stake in the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT's firm, the same shall be disclosed by the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SBI.

3. Previous Transgression

- 3.1. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT 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 PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT's exclusion from the tender process.
- 3.2. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT agrees that if it makes incorrect statement on this subject, PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. **Sanctions for Violations**

- 4.1. Any breach of the aforesaid provisions by the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT) shall entitle the SBI to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT. However, the proceedings with the other PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT would continue, unless the SBI desires to drop the entire process.
 - ii. To immediately cancel the contract, if already signed, without giving any compensation to the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT.
 - iii. To recover all sums already paid by the SBI, and in case of an Indian PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT from the SBI in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
 - iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT, in order to recover the payments, already made by the SBI, along with interest.
 - v. To cancel all or any other Contracts with the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT shall be liable to pay compensation for any loss or damage to the SBI resulting from such cancellation/rescission and the SBI shall be entitled to deduct the amount so payable from the money(s) due to the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT .
 - vi. To debar the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT from participating in future bidding processes of the SBI or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the SBI. To recover all sums paid, in violation of this Pact, by PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT to any middleman or agent or broker with a view to securing the contract. Forfeiture of Performance Bond in case of a decision by the SBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

vii. Intimate to the CVC, IBA, RBI, as the SBI deemed fit the details of such events for appropriate action by such authorities.

4.2. The SBI will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.3 The decision of the SBI to the effect that a breach of the provisions of this Pact has been committed by the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT shall be final and conclusive on the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT. However, the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT can approach the Independent Monitor(s) appointed for the purposes of this Pact.

5. Fall Clause

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

6. Independent External Monitors

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

Ms Minnie Mathew, IAS (Retd.) Email: minniemathew635@gmail.com	Dr. Otem Dai, IAS (Retd.), Email: otemdai@hotmail.com
---------------------------------------------------------------------------------	------------------------------------------------------------------------

6.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3. The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 6.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 6.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the SBI.
- 6.6. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the SBI including that provided by the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT. The PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT 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 Sub -contractors.

The Monitor shall be under contractual obligation to treat the information and documents of the PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT /Sub-contractor(s) with confidentiality.

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

7. **Facilitation of Investigation**

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

8. **Law and Place of Jurisdiction**

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

9. **Other Legal Actions**

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

10. **Validity**

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

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

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

For SBI FOR PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT

Name of the Officer

Chief Executive Officer

Designation

Office/Department/Branch

LETTER OF UNDERTAKING

Dy. General Manager (Premises)

Premises Department, 9th floor,
State Bank of India, Corporate Office,
State Bank Bhavan,
Nariman Point, Mumbai – 21.

DESIGN COMPETITION FOR SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED PURCHASE OF READY BUILT / UNDER-CONSTRUCTION OF ABOUT 60 FLATS (PREFERABLY IN AN EXCLUSIVE BLOCK FOR SBI) ON PACKAGE DEAL BASIS IN MAHALAXMI, PAREL, LOWER PAREL OR WORLI AREA FOR EXECUTIVES OF STATE BANK OF INDIA

Dear Sir,

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

We have examined and clearly understood the scope of professional services to be rendered by us in respect of project for Proposed Purchase of ready built / Under-Construction of about 60 flats (preferably in an exclusive block for SBI) on package deal basis in Mahalaxmi, Parel, Lower Parel or Worli area for Executives of State Bank of India 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 Principal Project Architect Cum Project Management Consultant 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: -

We have adequate experience in providing professional services for Planning, Designing and Supervision of all activities and services pertaining Proposed Purchase of ready built / Under-Construction/construction of about 60 flats (in an exclusive block for SBI) on package deal basis in Mahalaxmi, Parel, Lower Parel or Worli area for Executives of State Bank of India, by engaging design builder for designing and execution of the project.

1. 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.
2. We shall be fully responsible to support the SUCCESSFUL contractor/Design Builder to carryout necessary liaising at all levels with the respective Govt Departments/ local authorities to procure various mandatory municipal and other local authorities permissions applicable for the project including ensuring its revalidation from time to time at our own cost (Excluding any legal charges payable to the respective authority against the Written demand for issuance/revalidation of such permissions) for the project for commencement, execution and completion of all activities and services of the project

from scratch to Completion and procuring necessary Certificate/Occupancy Certificates from the local Authorities within the specified time.

3. We, further undertake that it will be our sole responsibility to support and assist to successful contractor/design builder 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.
4. We understand that except approved professional fee, the SBI shall not be responsible for making any extra payment to us towards any of the professional and Liaison services pertaining to this project.
5. We also undertake that in case, we are unable (i) to deliver timely professional services in the project to deliver satisfactory pro-rata progress in the project, the SBI shall be at liberty to terminate our agreement at any stage of the project by giving 30 days' notice and no compensation shall be claimed by the us for the services rendered including compensation for the balance work.
6. Wherever, necessary, we undertake that we shall be engaging expert Architects/consultants to cater the requirement of specialized services for the project at our own cost within the professional fee approved by the SBI.
7. The undersigned is authorized to sign on behalf of the consultant and the necessary support document delegating this authority is enclosed to this letter.
8. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this EOI.
9. 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 Principal Project Architect Cum Project Management Consultant of this EOI for the purpose of restricting competition.
10. 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.
11. The Professional Fee quoted by us have not been disclosed and will not be disclosed to any other Principal Project Architect Cum Project Management Consultant responding to this EOI.
12. We have not induced or attempted to induce any other Principal Project Architect Cum Project Management Consultant to submit or not to submit a Bid for restricting competition.
13. 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.
14. We agree that the SBI may split the scope of services in this project i.e. Principal Project Architect as well as Project Management Consultancy (PMC) to different agencies within its sole discretion. Under such an eventuality, we undertake to manage the project in full coordination with any of the agencies appointed/engaged by the SBI for the successful completion of the project and also undertake the responsibility of pre-qualification of a "Design Builder" who shall design the project, get Municipal plan approvals and construct the project under supervision of Principal Project Architect Cum Project Management Consultant.

15. We undertake that in competing for and (if the award is made to us) in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "**Prevention of Corruption Act 1988**".
16. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
17. We undertake that we will not resort to canvassing with any official of the SBI, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of Principal Project Architect Cum Project Management Consultant from further bidding process.
18. We certify that we have not made any changes in the contents of the EOI document read with its amendments/clarifications provided by the SBI submitted by us in our Bid document.
19. It is further certified that the contents of our Bid are factually correct. We also undertake that in the event of any information / data / particulars proving to be incorrect at any stage, the SBI will have the right to terminate our services at any stage of the project without notice.
20. We also understand that SBI reserve their rights to Shortlist any number of Architectural Architect firms for participating in the Techno-commercial competition and to accept any or to reject all the Bids without assigning reason therefor.
21. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
22. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the SBI to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. However, until such formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Moreover, we shall not withhold our professional services in the project for execution such formal agreement.
23. The name(s) of successful Principal Project Architect Cum Project Management Consultant 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 Principal Project Architect Cum Project Management Consultant (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 Principal Project Architect Cum Project Management Consultant

Signature and addresses of Witnesses

i)

ii)

(TO BE SUBMITTED ONLINE IN E-TENDER PORTAL)
PRICE BID

PROFORMA FOR SUBMISSION OF THE PRICE BID

DESIGN COMPETITION FOR SELECTION OF PRINCIPAL PROJECT ARCHITECT CUM PROJECT MANAGEMENT CONSULTANT FOR PROPOSED PURCHASE OF READY BUILT / UNDER-CONSTRUCTION OF ABOUT 60 FLATS (PREFERABLY IN AN EXCLUSIVE BLOCK FOR SBI) ON PACKAGE DEAL BASIS IN MAHALAXMI, PAREL, LOWER PAREL OR WORLI AREA FOR EXECUTIVES OF STATE BANK OF INDIA

We have understood the prequalification criteria, scope of the services to be offered, the terms and conditions for the appointment to be rendered by the Principal Project Architect Cum Project Management Consultant 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 as under:-

Fee Details	Quote in % of the actual project cost
	(Upper cap of the fee will be 0.5 % (Zero point 5 percent) of the actual project cost exclusive of taxes)
Fee in figures	
Fee in words	

Plus, GST as applicable.

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 Principal Project Architect Cum Project Management Consultant 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) 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: