

NIT No. \_\_\_\_\_

State Bank of India invites applications in a two envelopes system (technical and price bid) for the prequalification of Electrical Consultant/Electrical Consultancy firm for the proposed **“PROCUREMENT OF 02 NO’s OF DG SETS OF CAPACITY 750KVA & 500 KVA TO BE INSTALLED AT STATE BANK ACADEMY, GURUGRAM”**

The prequalification criteria, scope of the services to be offered, terms and conditions of appointment and the detailed Performa etc. for submission of the application form and price bid for the purpose can be downloaded from our website **bank.sbi** under ‘SBI in the news’ => ‘Procurement News’.

The last date & time for submission of completed application form in the prescribed format at **office of AGM (Admin), State Bank Academy, Plot No-77, Sec-18, Gurugram-122015** on or before **31/07//2025 up to 3.00 P.M**

Sd/-

**Head of the department / NIT issuing authority**

**Date:** 10/07/2025

**Place:** Gurugram

## **TECHNICAL BID-I**

### **PREQUALIFICATION OF CONSULTANCY FIRM (CONSULTANT) FOR PROPOSED PROCURMENT OF 02 NO's OF DG SETS OF CAPACITY 750KVA & 500 KVA TO BE INSTALLED AT STATE BANK ACADEMY, GURUGRAM**

#### **1. PREQUALIFICATION (PQ) CRITERIA**

A. Minimum 7 years' experience as an Electrical Consultant as on **31/03/2025**. The experience should include consultancy for Procurement, Design, Supply, Installation and Commissioning of DG sets.

B. The consultant should have planned, designed & supervised viz. offered all types of consultancy services as in (A) above in single and/or more building projects, from inception to completion of the project. Preference will be given those who have planned and completed works as stated in (A) in at least 2 buildings for **PSU/ Public Sector Bank/Public limited (Listed) Company/Govt** in last 7 years.

C. The company/consultant should have provided complete consultancy services and completed "Procurement, Design, Supply, Installation and Commissioning of DG sets" either of the following with minimum work value as under:

- At least one work of minimum Rs. 1.22 Cr or above (excluding GST)  
or
- At least two work of minimum Rs. 0.76 Cr or above (excluding GST) for each work  
or
- At least three work of minimum Rs. 0.61 Cr or above (excluding GST) for each work  
In at least one of the last Seven financial year. Completion Certificates of the above works to be submitted as part of technical Bid. (The above certificates must be of any PSU/ Public Sector Bank/Public limited (Listed) Company/Govt.

D. Minimum Turnover (Average annual in last three years 21-22, 22-23, 23-24) Provisional of 24-25 should be min Rs. 68662/- may also be considered on producing valid CA certificate.

C. The bidder should preferably have full-fledged office/Branch office in any of location with-in geographical area of Gurgaon or Delhi NCR.

2. The application forms have to be submitted in a prescribed format in a two-cover system viz. **technical bid and price bid** in a **sealed cover** along with other details etc. as laid down in the enclosed Annexures. **Both the above sealed covers one named as technical bid and the other price bid should be placed in a third sealed cover super scribed with the legend**

**"Prequalification of consultant for proposed procurement of 02 no's of dg sets of capacity 750 KVA & 500 KVA to be installed at state bank academy, Gurugram"**

. The last date & time for submission of completed application form in the prescribed format at office of AGM (Admin), State Bank Academy, Plot No-77, Sec-18, Gurugram-122015 on or before **31/07/2025 up to 3.00 P.M. Bid opening Date :31/07/2025 at 4.00 PM**

3. Please note that the applications received will be evaluated and shortlisted on the basis of the aforesaid PQ criteria. The final selection of the consultant will be made on the basis of

techno-commercial evaluation by assigning weightages in the ratio of 70% to the ,various technical parameters, and 30% to the price bid (professional fees quoted in the sealed cover).

4. **Please note that there will be maximum cap / limit of fee payable in 1.5% of the estimated cost or the actual project cost whichever is lower, plus GST .** The scope of the work may vary, and in case the Bank decides to procure initially only a part or lesser, fees payable will be estimated cost or actual project cost whichever is lower of the whole project .

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

6. **Estimated Cost of the Project: Rs. 1.52 Cr (EP) Plus GST for procurement only excluding CAMC charges, the consultant fee will be paid only for the Design,supply , Installation and commissioning of the DG sets not for the CAMC charges quoted in the tender.**

7. Award of Contract:

- a. The firm which gets highest points (points obtained in technical and commercial bid put together) will be decided as the prospective bidder 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: 180 days shall be the validity period of bid from the date of opening of Technical Bid.

8. On award of the contract, the Firm will be expected to take up/commence the assignment within 15 days of time from the date of issue of work order.

9. If SBI finds that the performance of the Consultant is not satisfactory at any stage of the project, SBI will have the right to terminate the contract after giving a notice of 15 days and 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.

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

11. Any corrigendum in this RFP shall be intimated through announcement at Bank's website or through email only. The prospective bidders are requested to peruse Procurement News section of our Bank's website **bank.sbi** under '**SBI in the news**' => '**Procurement News**' on time to time till the process of selection of Consultant gets over.

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

13. **In case of any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the AGM(Admin) shall be final and binding on the Contractor All disputes are subject to local Jurisdictions at Gurgaon only.**

Signed as token of acceptance

Signature of consultant with seal

Date  
Place

**TECHNICAL PARAMETERS – 70%, PRICE BID – 30%**  
**SELECTION OF PRINCIPAL PROJECT CONSULTANT FOR PROCURMENT OF 02 NO's OF DG SETS OF CAPACITY 750KVA & 500 KVA TO BE INSTALLED AT STATE BANK ACADEMY, GURUGRAM**

**TECHNICAL PARAMETER FOR EVALUATION**

(TOTAL MARKS - 100)- To be evaluated and awarded by Committee for the purpose

Sr. No.	Broad criteria / Technical parameter	Maximum Marks
1	<b>Experience of the firm/Consultant,</b> <ul style="list-style-type: none"> <li>more than 7 yrs. and up to 10 yrs.:5 Marks,</li> <li>more than 10 yrs. and up to 15 yrs.:10Marks,</li> <li>more than 15 yrs. and up to 15 yrs:15 Marks</li> <li>more than 20 Yrs: 20 Marks</li> </ul>	20
2	<b>Maximum value (Project Cost) of any single project handled, in any PSU/ Public Sector Bank/Public limited (Listed) Company/Govt</b> <ul style="list-style-type: none"> <li>More than 0.61 Cr and up to 0.76 Cr of :5 Marks</li> <li>More than 0.76 Cr and up to 1.22 Cr:10 Marks</li> <li>More than 1.22 Cr and up to 1.52 Cr :15 Marks</li> <li>More than 1.52 Cr: 20 Marks</li> </ul>	20
3	<b>Experience with PSU/ Public Sector Bank/Public limited (Listed) Company/Govt.</b> <ul style="list-style-type: none"> <li>One Project of at least 100% of the proposed project cost(EP)= 15,</li> <li>One Projects of at least 80% of the proposed project cost (EP)= 12,</li> <li>Two or more Projects each of at least 50% of the proposed project cost(EP) =10,</li> <li>Three or more Project each of at least 40% of the proposed project cost(EP)=5 and completed in the last 7 years as <b>on 31.03.2025</b></li> </ul>	15
4	<b>Having Local Office at Gurgaon or Delhi NCR</b> <ul style="list-style-type: none"> <li>Full Fledged Office =10 Marks</li> <li>Branch Office =5 Marks</li> <li>No. Office =0 Marks</li> </ul>	10
5	<b>Performance Certificate from Existing Clients</b> <ul style="list-style-type: none"> <li>Excellent = 15 Marks</li> <li>Good= 10 Marks</li> <li>Satisfactory = 07 Marks</li> </ul>	15
6	<b>Empanelled with Organizations PSU/ Public Sector Bank/Public limited</b>	10

	<b>(Listed) Company/Govt.</b> <ul style="list-style-type: none"> <li>PSU/ Public Sector Bank/Govt:10 Marks</li> <li>Listed Companies :5 Marks</li> </ul>	
7.	<b>Constitution of Firm</b> <ul style="list-style-type: none"> <li>Sole Proprietary: 5 Marks</li> <li>Partnership: 8 Marks</li> <li>Private Limited/ Public Limited / LLP: 10 Marks</li> </ul>	10
	<b>TOTAL</b>	100

- The Consultant who scores maximum marks put together for technical bid and Price Bid shall be considered for selection.
- The final selection of the consultant will be made based on techno-commercial evaluation by assigning weightages in the ratio 70% for the technical parameters and 30% to the price bid (professional fee quoted in the sealed cover).
- Both scores will be converted into percentile score and weighted combined score will be worked out to determine the highest scoring consultant to whom the project will be awarded after obtaining approval from the competent authority.
- The weightage given to the bids are as below:








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











- The bidder who scores maximum marks (X+Y) put together for “Technical Bid” & “Price Bid” shall be considered for acceptance.
- Technical Bid (X)= ((respective offer/Highest offer) \*100) \*70%
- Price Bid marks of bidders (Y)= ((Lowest offer /Respective offer) \*100) \*30%




**ILLUSTRATION:**

Sr. No.	Bidders	Technical score out of 100	Technical score out of 70	Fees Quoted in %	Marks out of 30	Total Marks
			<b>A</b>		<b>B</b>	<b>A+B</b>
1	B1	100	70	1.50%	10	80
2	B2	90	63	1.25%	12	75
3	B3	80	56	1.00%	15	71
4	B4	70	49	0.75%	20	69
5	B5	60	42	0.50%	30	72
From above B1 is the successful Consultant						

**PREQUALIFICATION OF CONSULTANCY FIRM  
(CONSULTANT) FOR PROPOSED PROCURMENT OF 02 NO's OF DG SETS OF CAPACITY 750KVA & 500  
KVA TO BE INSTALLED AT STATE BANK ACADEMY, GURUGRAM  
FIRM – PROFILE**

Sr. No		Please fill the Data (Do not mention as enclosed/ Yes/ No/ Submitted, etc.)	Type of Document to be enclosed	Attached (YES/NO)
1.	Name of the Firm			
2.	Constitution of the Firm	(Proprietorship / Partnership / Pvt. Ltd. / Public Ltd. / LLP )		
3.	Date, month & year of Establishment of the firm		Establishment/ companies registration/ partnership deed	
4.	GST Number		GST	
5.	PAN Number		PAN	
6.	Contact person name			
7.	Mobile Numbers & Telephone numbers			
8.	Email ID			
9.	Registered Office Address			
10	Communication Address			
11	Local Address in <b>Gurgaon or Delhi NCR</b>		Enclose valid proof	
12	MSME Registration, if so, mention number & date (in same trade)		Enclose MSME valid certificate	
13	Name of Partners/ Associates/ Directors			
14	Bio-data of Partners/ Associates/ Directors. Bio-data to be given in the Uploaded format		<b>Annexure-'A'</b>	
15	Electrical Supervising License Number from the Competent Government Authority: Mention License number with validity and Issuing		Enclose Valid Registration Certificate	

	Authority Name			
16	Bankers Name & Details			
17	Weather registered/ empaneled with <b>PSU/ Public Sector Bank/Public limited (Listed) Company/Govt</b> , furnish their name, category and date of registration.		Enclose letters of empanelment	
18	Declaration regarding near relatives working in the Bank		<b>Annexure 'D'</b>	
19	Names and addresses of the persons who will be in position to certify about the quality as well as performance of your organization.		<b>Annexure 'E'</b>	
20	In formation relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed during last 7 years by an arbitrator. If so, submit the details.		<b>Annexure 'F'</b>	
21	Amount of service tax/GST paid year wise during last 3 financial year ending on 31 <sup>st</sup> March of the current year with income tax return Form ST-3 as document proof		Enclose ST-3 form	
22	Turnover			
	Provisional for FY 2024-25	₹		
	FY 2023-24	₹	Certificate issued by CA/ Profit & Loss statement	
	FY 2022-23	₹	Certificate issued by CA/ Profit & Loss statement	
	FY 2021-22	₹	Certificate issued by CA/ Profit & Loss statement	
	Average Turnover	₹		
23	List of major works completed during the last 7 years as on <b>Bid opening Date</b>		<b>Annexure-'B'</b>	
24				
25	List of Major works on hand		<b>Annexure-'C'</b>	

	as on <b>Bid opening date</b>			
26	Signed copy of Declaration		<b>Annexure-“G”</b>	
27	Details of Key Employees also mention total number of employees in the organization		<b>Annexure-“H”</b>	
28	Signed copy of Application		Signed copy of Prequalification Notice	

Signature with seal

Name:

Place:

#### **ANNEXURE - A**

##### **BIO-DATA OF THE PARTNERS / ASSOCIATES / DIRECTORS**

<b>SL NO</b>	<b>PARTICULARS</b>	<b>DETAILS</b>
1	Name and email id:	
2	Associates with the firm since:	
3	Date of Birth/ Age:	
4	Professional Qualifications	
5	Professional Experience:	
6	Professional Affiliation	
7	Membership in :	
8	Details of Published papers: in Magazine	
9	Details of cost-effective methods/: designs adopted in the projects	
10	Exposure to new materials/ Techniques	
11	Details of Features of green buildings provided in the buildings	
12	Details of modern amenities provided in the buildings	

Signature of the Consultant with seal

Date:

Place:





**ANNEXURE - B**

**LIST OF MAJOR WORKS (ELECTRICAL )IN BUILDING CONSTRUCTION / RENOVATION WORKS AND  
AV WORKS COMPLETED DURING THE LAST 7 YEARS**

<b>Sr. No.</b>	<b>Name of the client</b>	<b>Name of work</b>	<b>Locatio n of the building / municip al limits</b>	<b>Tende red Value</b>	<b>Actual Project Cost after Comple tion</b>	<b>Start Date of Project</b>	<b>Date of completion</b>	<b>Remar ks</b>

Signature of the Consultant with seal

Date:

Place:

**ANNEXURE - C**

**LIST OF MAJOR WORKS (ELECTRICAL) IN BUILDING CONSTRUCTION / RENOVATION WORKS AND  
AV WORKS - IN HAND AS ON DATE**

<b>Sr. No.</b>	<b>Name of the client</b>	<b>Name of work</b>	<b>Locatio n of the building / municip al limits</b>	<b>Tende red Value</b>	<b>Current Status of The Project</b>	<b>Start Date of Project</b>	<b>Scheduled Date of completion</b>	<b>Remar ks</b>

Signature of the Consultant with seal

Date:

Place:

**ANNEXURE – D**

**DECLARATION REGARDING NEAR RELATIVES WORKING IN THE STATE BANK OF INDIA**

I/We.....S/o/D/o.....  
.....Residing ..... at  
..... hereby certify that  
none of our relatives(s) as defined in the Tender document is/are employed in the State Bank of India as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, the State Bank of India shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

(The near relatives are members of a Hindu undivided family/husband and wife/ the one related to the other in the manner as father, mother, son(s) and son's wife (daughter-in-law), daughter(s), husband (son-in-law), brother(s) and brother's wife, sister(s) & sister's husband (brother-in-law).

Place :

Date :

Signature of Applicant with Seal

Name in Capital Letters:

Address:

**ANNEXURE – E**

**DETAILS OF THREE RESPONSIBLE CLIENTS / PERSONS WITH WHOM THE MAJOR WORKS CARRIED  
OUT BY THE APPLICANT**

<b>S. No.</b>	<b>Name of the Official</b>	<b>Organization &amp; Address</b>	<b>Contact Numbers</b>	<b>E-mail ID</b>

*(Add separate sheet if required)*

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant

**ANNEXURE – F**

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS EXECUTED IN  
THE LAST SEVEN YEARS OR CURRENTLY UNDER EXECUTION**

<b>Year</b>	<b>Award for or against Applicant</b>	<b>Name of Client</b>	<b>Cause of Litigation and Matter of Dispute</b>	<b>Disputed Amount</b>	<b>Actual Awarded Amount</b>

*(Add separate sheet if required)*

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant

## **ANNEXURE – G**

### **DECLARATION**

1. All the information furnished by me/us here above is correct to the best of my knowledge and belief.
2. I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexures.
3. I/We agree that the decision of Bank in selection of Consultant will be final and binding to me/ us
4. I/We hereby confirm that our firm/agency/company has not been disqualified / debarred / blacklisted by any Governments, Semi-governments, PSUs, Banks including any of the Offices/Branch of State Bank of India Pan India during last 7 year from the date of application.
5. I hereby confirm that all information, particulars, copies of certificates & testimonials in connection with my empanelment are correct and genuine. I am, therefore, liable to face appropriate actions as deemed fit by the Bank in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine.

Place:

Signature of the applicant / firm with seal

Date:

**ANNEXURE – H**

**DETAILS OF KEY TECHNICAL PERSONNEL (PERMANENT EMPLOYEE), GIVING DETAILS ABOUT  
THEIR TECHNICAL QUALIFICATION & EXPERIENCE INCLUDING THEIR IN-HOUSE ESTABLISHMENT**

<b>S. No.</b>	<b>Name</b>	<b>Qualification</b>	<b>Experience</b>	<b>Particulars of Work Done</b>	<b>Employed in Your Firm Since</b>	<b>Any Other Information</b>

*(Add separate sheet if required)*

**Notes:**

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant



## **SCOPE OF SERVICES TO BE OFFERED**

### **ROLE AND RESPONSIBILITIES OF CONSULTANT**

#### **PREQUALIFICATION OF CONSULTANCY FIRM (CONSULTANT) FOR PROPOSED PROCUREMENT OF 02 NO's OF DG SETS OF CAPACITY 750KVA & 500 KVA TO BE INSTALLED AT STATE BANK ACADEMY, GURUGRAM**

SBI is proposing **PROCUREMENT OF 02 NO's OF DG SETS OF CAPACITY 750KVA & 500 KVA TO BE INSTALLED AT STATE BANK ACADEMY, GURUGRAM**. The scope of the work may vary, and the Bank may decide to procure partly depending upon the need and availability etc. **may consider additional procurement at a later date.**

**The work includes Procurement, Design, Supply, Installation and Commissioning of DG sets along with related electrical equipment's , exhausts, motors, terminal connections to panels, load balancing etc as per the site requirement CPCB IV+ compliant or as per the latest applicable CPCB norms .**

The Consultant have to have to be obtain / arrange / assist the Bank in the processes for all necessary statutory approvals from Local Municipal Authorities such as approval of plans / set of drawings, commencement, completion certificate, NOC from fire brigade and other authorities, water, electrical and drainage connection, certificate from Govt., lift inspectorate, NOC from Electricity Board / Environment Dept./ traffic State / Central Govt. and other related Depts. including from others as necessary. The proposal for approval of the commencement certificate etc. from Local Municipal Authorities / Development Authorities and other statutory approvals from Govt. authorities etc. as may be required, is to be obtained by the consultants.

Soon after the clearance of the proposal by the Authorities and other Civic authorities, SBI intends to commence the work and propose to complete the project in all respects viz. ready for operation **within a maximum time span of FOUR MONTHS** from the date of commencement.

All works including permissions, NOCs/ completion certificate / clearances required to be obtained from Municipal authorities / Electricity / Water supply and Sewage disposals/ Fire Safety / RBI / and other State / Central Government / Statutory authorities will have to be obtained by the consultant and / or give full assistance to the Bank in the processes.

As the project may involve demolition/Clearance of some existing occupied space in the Complex, consultant has to oversee the demolition/Clearance activities with its disposal etc. including obtention of statutory permission from the local authorities as required in the matter as per the local laws. Further the work of proposed **Procurement, Design, Supply, Installation and Commissioning of DG sets along with related electrical equipment's , exhausts, motors, terminal connections to panels, load balancing etc as per the site requirement CPCB IV+ compliant or as per the latest applicable CPCB norms** to be completed with minimum disturbance to the staff / occupants who are staying in the complex.

The consultant will assume total responsibility for completion of the project in all respects till obtention of completion certificate from applicable Authorities **within the specified time frame as**

**stated above.** The time is the essence of the contract. While the duties of the consultant will be governed by the standard agreement to be executed with SBI by the successful consultant, the role and responsibilities of the consultant will broadly include following:

1. Preparation of detailed structural and foundation design of DG sets.
2. Preparation of detailed design of all internal and external services related to **Procurement, Design, Supply, Installation and Commissioning of DG sets along with related electrical equipment's , exhausts, motors, terminal connections to panels, load balancing etc as per the site requirement CPCB IV+ compliant or as per the latest applicable CPCB norms.**
3. Preparation of all detailed architectural, engineering, structural drawings including those for all services as stated above.
4. Preparation of estimates and assessing scrap / resale value of old DG sets and related equipment's to be demolished and providing valuations certificates, calling of competitive tenders for dismantling of old DG sets and related equipment's including removal of debris supervision of the said work etc.
5. Calling of competitive tenders for **Procurement, Design, Supply, Installation and Commissioning of DG sets along with related electrical equipment's , exhausts, motors, terminal connections to panels, load balancing etc as per the site requirement CPCB IV+ compliant or as per the latest applicable CPCB norms** from specialized and reputed contractors in consultation with SBI including preparation of detailed estimates, draft tenders and advising panel of contractors to SBI.
6. Preparation of subhead-wise item-wise/ detailed estimates based on current market rate analysis, which will include preparation of rate analysis for all major items, take of / quantity sheets. Working out overall project cost.for submission to the SBI for approval of the cost estimates.
7. Assisting SBI for prequalification and empanelment of contractors by following elaborate procedure / norms laid down by Bank/ CVC guidelines.
8. Preparation of draft tenders' including detailed bills of quantity (BOQ) based on approved estimates by SBI and full set of tender documents including all terms, conditions, special conditions and standard clauses.
9. Calling of competitive tenders each trade-wise at appropriate time from the prequalified contractors. Required sets of tender documents will have to be prepared by the consultant themselves at no extra cost to SBI.
10. Detailed scrutiny of the tender received including preparation of the comparative statement etc. and submission of recommendations for acceptance or otherwise, of the tender of successful bidder / vendor, placing of work order etc.
11. Correspondences with Contracting agencies such as Letter of Intent (LOI), Work Order, NIT, instructions, etc. regarding the project will be issued by the Project Consultant on behalf of the Bank.
12. Preparation and issuance of detailed working drawings minimum 3 sets to the contractor along with work order so that work is not held up at any point of time for want of the drawings / details.2 sets of such drawings will have to be issued to SBI for its records. All drawings shall be provided to Bank in AutoCAD format also.
13. Complete role of Project Management Consultant (PMC) will also be played by consultant to ensure both qualitative and quantitative aspects of the project and would include day to day supervision of work through a team of various experienced Engineers lead by a Project

Manager to be posted at the site and who will be overall responsible for smooth and timely completion of all works within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the consultant. The PMC work will broadly include recording of measurements, verification of running account, final bills of contractors, finalization of accounts, extra / deviated items, rate analysis, maintaining various registers as per CVC / Bank's guidelines at site, preparation of bar chart, CPM networks and its updating for monitoring progress etc. The collection of samples of various materials used at the site and arranging for its testing through approved laboratories / institutes will have to be done and proper record / registers need to be maintained at site.

14. The consultant will have to apply and obtain all required approvals / NOC from Local Municipal Authorities and other Govt. / Statutory authorities from time to time such as plinth verification / occupation / completion / drainage / water supply and electrical connection/ fire safety clearance, verification by electrical authorities etc. well in time so that the progress of the work is not hampered.
15. The effective communication between various agencies / vendors contractors will have to be ensured by the consultant. The problems / hindrances / bottlenecks need to be sorted out / removed by arranging site meetings of all concerned including Bank (SBI) and record of such meetings, decisions taken etc. need to be maintained in a chronological manner kept in a separate register.
16. During the defects liability period carrying out periodical inspection along with representatives of SBI and contractor, preparation of the list of defects list and arrange for its rectification from contractor.
17. Preparation of 'As Built' drawings including those for all services and 2 sets of such drawings mounted on cloth papers and in the form of a CD (soft copy in AutoCAD format) will have to be prepared and submitted to SBI.
18. Bank's projects come under Technical Audit by Chief Technical Examiner's Organization of Central Vigilance Commission. Submission of Reply to their queries, compliance of their observations etc. are statutory requirement of Bank's Architect.
19. The list of duties mentioned above is only indicative and the consultant will have to assume full responsibility for completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workmanlike manner in all respects till its occupation within the agreed time schedule and cost by following laid down norms / procedure of 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.

Signed as token of acceptance.

Signature of consultant  
with seal Date:

Place:

FORMAT FOR AGREEMENT BETWEEN THE BANK AND CONSULTANT FOR PROPOSED  
(SAMPLE AGREEMENT)

**PROCUREMENT OF 02 NO's OF DG SETS OF CAPACITY 750KVA & 500 KVA TO BE  
INSTALLED AT STATE BANK ACADEMY, GURUGRAM**

STATE BANK OF INDIA  
STATE BANK ACADEMY  
AND  
M/s.  
TOWARDS  
CONSULTANCY SERVICES FOR PROPOSED \_\_\_\_\_ OF S.B.I.

This agreement made the .....day of -----  
..... between AGM/ DGM ( ), State Bank of India, ----- (hereinafter called the Bank or SBI) which expression shall include the successors and assigns) of the one part and M/s. .... company / partnership for registered under the Indian Companies Act/ Partnership Act having its registered office..... (hereinafter called 'the Consultant' which expression shall include the present directors / partners and also the directors / partners from time to time as also their respective heirs, legal representatives, administrators and assigns) of the other part.

Whereas the Bank intends to procure ---- and whereas the company / firm as Consultant for the said project (hereinafter called the 'said works') and whereas the Consultant have accepted the said appointment by their letter

No..... dated..... Now, therefore, this agreement witness that the said M/s..... are hereby appointed as Consultant for construction of the said buildings above referred to on the following terms and conditions:

**1. Consultants Services:**

The Consultant shall render the following services in connection with and in regard to the said works :

- (a) Taking the Bank's instructions, preparing designs with alternative schemes (including carrying out necessary revisions till the designs are finally approved by the Bank), making approximate project cost estimates i.e. block/preliminary estimate and preparing reports on merits of the scheme, highlighting the points such as type of foundation required, structural design provisions to be made, planning norms/ development rules of the local authorities from whom the plans have to be got cleared before commencement of work and how the same are met in the proposed layout permissible, any alternative arrangements required to be made for water and electricity, type of drainage system, water storage and distribution arrangements, etc.

and all incidentals and connected aspects thereto so as to enable the Bank to take a decision on the design and scheme as a whole:

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

It is clearly understood that the Bank shall at its absolute discretion may involve services of any site Engineer/Project Management Consultants in force (herein after referred to as the PMC) for day to day supervision and ensuring that the said works are being executed as per the plans and designs and specifications prepared by the Consultant and provided for in the contract agreement with the selected / appointed

contractors for various disciplines of the said works, monitoring of the project, checking the materials / works, getting various tests for materials and works done, correct measurements of the works, initial scrutiny of the contractors bills at site and making the recommendations to the Consultant. The Bank will be involving the said PMC agency in the project right from the beginning of the project i.e. from the stages prequalification of the contractors as the Bank's agency to remain fully associated with the project and day to day work.

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

- (f) Preparing for the use of the Bank, the contractors, PMC/ and the Site Engineers (if any) appointed by the Bank, six copies of the contract documents of various trades including all drawings, specifications and other particular such further details and drawings as are necessary for the proper execution of the said works.
- (g) Assuring full responsibility of correctness of structural and foundation design and design for all services and installations and soundness of the project according to the said designs and specifications.
- (h) Assuming full responsibility for the overall supervision and proper and timely execution of the said works by all the contractors and sub-contractors, specialists, consultants, technical adviser etc. that may be engaged from time to time as defined in the conditions of engagement referred to clause 2 below by following up the matter closely, with the appointed site Engineer/PMC, if any PMC is appointed by the Bank and even with the contractors. Appointment of the site Engineer/PMC by the Bank and their presence at site and involvement in the work shall not absolve the Consultant in any manner from those responsibilities. The role of the site Engineer/PMC will be as an Agent of the Bank employed for austere the Bank for efficient execution of the project at Site. The Consultant will have right to oversee, differ with the site Engineer/PMC's opinion in regard to the quality, measurement, rates of part/ substituted/ extra items etc. without affecting the Bank's interest. However, in the event of any dispute arising out due to difference between the opinion of the site Engineer/PMC and the Consultant, the decision of the Bank's shall be final and binding on the Consultant (and site Engineer/PMC as well).

Normally, the work rejected by the Site Engineer / PMC or the rates and /or quantities reduced by them shall not be disputed by the Consultant. However, if they differ with the decisions of Site Engineer / PMC in this regard, they have right to make recommendations/ suggestions to the Bank for the Bank's consideration and pending the Bank's decision/s on such points, the Consultant shall issue the interim payment certificates as recommended by the Site Engineer / PMC. On getting the Bank's

decision on such points the Consultant can give effect to the same as may be necessary in the Bills to follow thereafter. The Consultant will have, however, a right to reject the works accepted by the Site Engineer / PMC if in their opinion they are not satisfied with the quality or execution of the same as expected by them but by clarifying the specific reasons in writing to do so to the Bank under a copy of the advice to the Site Engineer / PMC.

- (i) Test-checking or cross checking of measurements of works at site if and wherever felt necessary on receipt of the bills from the site duly scrutinized and verified from the said Site Engineer / PMC of the Bank (if appointed, otherwise detailed measurements to be checked by the Consultant), checking the contractor's bills, issuing certificates for payment and passing and certifying accounts so as to enable the Bank to make payments to the contractors and making adjustments of all accounts between the contractors and Bank. The Consultant shall assume full responsibility of the entire project, the correctness of the detailed measurements, calculations and summing-up of net total under appropriate tender items and correctness of the payment certified by them. Time limit for verification and certification of bills by Architect shall be as under (failing which the Architect may be penalized)
  - Running bill within 15 days
  - Final bill within one month
- (j) Submitting report to the Bank after verification the account of important materials as Bank may specify and certifying the quantities utilized in the works.
- (k) Obtaining final project completion certificate and securing permission of authority for operation of the D.G sets of the building and obtaining refund of deposits, if any, made by the Bank to the Municipal Corporation or other authority. The Consultant shall be also fully responsible for obtaining all other NOCs like those of Fire, Aviation and an other departments/ offices of Govt./ Semi Govt./ Public Bodies in connection with getting approvals to the plans, commencement of works, completion of works etc.
- (l) Appearing on behalf of the Bank before the Municipal Assessor & Collector or other authority in connection with the final settlement of the initial ratable value of the building/s and tendering advice in the matter to the Bank.
- (m) Any other service connected with the said works usually and normally rendered by Consultant and not included in any of the items referred to above.

## **2. Conditions of Engagement:**

- a) The Consultant shall submit to the Bank the sketch plans, detailed plans, cost estimates, tender documents etc. within the period stipulated in the schedule hereto annexed.
- b) The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenant to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work being executed by the contractors under day to day supervision of the site Engineer/PMC/ Resident's Architect Engineer is in accordance with the

architectural working drawings and the finishes etc. as provided for by them. In the event of their finding out/ observing any deviations therefrom, they shall immediately bring it to the notice of the site Engineer/PMC / Resident's Architect Engineer/Contractors at the site and write to the contractors for the same. All such letters addressed to the contractors by the Consultant shall be routed, without exception through the PMC if any site Engineer/PMC is engaged, so that if there is any point of difference or there is any genuine technical / administrative / contractual difficulty in following the Consultant's directions, the site Engineer/PMC can first talk to the Consultant and or to the Bank before the Consultant's letter/s reach to the contractors. Simultaneously, copies of all such correspondence with the PMC/ Contractors shall be sent to the Bank by the Consultant periodically.

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

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

- c) The Consultant shall co-ordinate all his activities during the detailed planning and tendering stage and in case any Site Engineer/ PMC and other consultants are separately appointed by the Bank, the Consultant shall prepare a comprehensive programme of work in consultation with the Site Engineer/ PMC and other consultants as also the contractors and arrange to have the work completed in an expeditious manner and in accordance with the programme drawn up. For this purpose, the Consultant shall attend the weekly / fortnightly joint meetings of the Bank, the Consultant, the ST / PMC, all the concerned consultant, contractors / sub-contractors and assist the Site Engineer/ PMC to prepare joint minutes of the discussion / instructions at such meetings with a view to co-ordinate the work of the various Site Engineer/PMC/ Resident Architect Engineer or contractors / sub-contractors and to avoid delays.
- d) It is clarified that day to day supervision, programming of the works and coordination of various activities, quality control, measuring and recording the actual quantity of work, their correctness, ensuring that the work is being executed as per tender specifications and drawings, pointing out of any discrepancy therein forthwith to the contractors after taking the Bank into confidence will be responsibility of the Consultant and the Consultant will oversee all these activities and follow up with the



PMC or contractors, if any engaged by the Bank through their Resident Architect at site to ensure timely and quality work as provided in the agreement.

- e) The Consultant shall not make any deviation, alteration, omission from the approved design / plans without the written consent of the Bank. The Consultant shall not also undertake, execute or carry out any variations or extra items of works in excess of Rs.25,000/- (Rupees Twenty Five thousand only) or such amount as the Bank may expressly authorize by separate letter. All variations and extra items allowed within the discretion of the Consultant as well as costing Rs.25,000/- and above or the amount authorized shall be referred to the Bank together with the reasons for making such deviations and by furnishing an analysis of the extra cost involved thereby. All orders given to the contractors by the Consultant for any authorized deviations from the contract documents shall be in writing and variations orders incorporating the rates and quantities of extra work and omitted items of work in respect of all deviations shall be issued within a fortnight from the date of issue of instructions for deviations but after getting the Bank's approval within the same time. The Consultant shall on no account permit the contractors to include cost of variations or extra items of work in the running bill or certify the payments for such variations or extra items till the rates therefore are accepted by the Bank. In case of any additions or variations above Rs.25,000/- are carried out without the prior approval of the Bank, the Bank shall not be liable to pay the contractors for such additions and variations and the Consultant shall also not be entitled as a right to claim fees for such additional or deviated items of works.
- f) In case any Site Engineer/ PMC is engaged by the Bank during the progress of work, the Consultant's representative at site shall remain in daily touch with the said Site Engineer/ PMC and ascertain from them whether any excesses over sanctioned cost is anticipated and / or has already occurred. The Consultant shall immediately report the same to the Bank with adequate justification for the same and obtain Bank's approval thereto. Also, as and when required, the Consultant shall also prepare a revised cost estimate for Bank's approval with assistance from / in consultation with the said PMC.
- g) The Consultant shall engage (within the fees mentioned in clause 5 below) a qualified graduate Resident Architect/Engineer with not less than 5 years experience or a diploma holder with not less than 8 years experience for coordination and overall supervision on the site on day to day basis during the construction of the works subject to clarifications given above on all projects costing Rs. 3.0 crores or more. The cost of Rs. 3.0 crores will be the aggregate cost of various works awarded by the Consultant under one single sanction / project.
- h) The Consultant shall, within the fees mentioned in clause 5 below, engage a qualified:- (i) Structural Consultants / Engineer (ii)Electrical Consultants / Engineers (iii) Sanitary and Plumbing / Public Health Consultants, Engineer and (iv) Consultants for special installations like air-conditioning, lifts, generators and fire fighting installations, landscaping, interior works etc. to assist them in their works. The remuneration, fees of Resident Architect and his required assistants / consultants / Engineers appointed under clauses (i) and (j) shall be paid by the Consultant who shall also be responsible for all the work, actions, omissions, etc. of any such Resident Architect and his assistants / Consultants / Engineers

- i) The Consultant are supposed to ensure that the disputed / rejected works and the works not sanctioned by the Bank are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of the Bank, the rates quoted by them are not more than the reasonable in case of partly done / substituted / extra items and not more than tendered rates in case of completed tender items, various recoveries / deductions from the bills are properly effected, other recoveries made up to the last running bill in case of each contractor by the Bank to minimize further corrections at the Bank's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by the Bank to the contractors. The Consultant shall be responsible for the corrections of the individual measurement, calculations etc. The Architect should also satisfy themselves through their Resident Architect that there is no duplication of the measurements and recording of the work done is under proper tender items. In case any PMC is engaged by the Bank to avoid delays in verification on this account, the Resident Architect/ Engineer or his assistant at the site may remain associated with the Site Engineer/ PMC and the concerned contractors at the time of joint measurements to satisfy himself about what work is being measured and under that tender items.
- j) The Consultant shall pay an amount limited to 10% of the total payable fees to the Bank for adequate damages for losses caused to the Bank or delay on their part in carrying out the terms of this contract and the Consultant shall take all necessary precautions and perform all their duties before and during the progress of the work to bring about completion of the work as may be entrusted to them including determining claims of the contractors due to fault or delay caused by them or their staff, on which question the decision of Bank, is final and binding on the Consultant.
- k) If the work of construction of any one or more of the civil engineering works or other works therein be substantially interrupted by force majeure or by reasons of any orders in writing issued by Bank stopping or suspending the work of construction on grounds other than bad / unsound work or installation and / or defective supervision or lack of it or by reason of any undue or unreasonable delay on the part of SBI in the matter of approving of the work done or in the matter of giving such sanction or instruction as may be necessary for the future progress of the work, the firm shall not be liable in any way for the consequent delay in the completion of such work.
- l) The Bank may require the Architect to go out or travel for discharge of any of their duties enumerated in this agreement without any extra fees. In case of outstation firms, in addition to the professional fees payable to the appointed Architect, the traveling allowances (as per actual expenditure incurred) and halting allowances (without insisting on production of the related bills) are also paid to the senior partners/associates of the firm of Consultant and their Junior staff/associates, whenever they visit places other than their Head Quarters. In case the site of work is located in the same city halting and traveling expenses shall not be paid. The scale of halting allowance payable to the senior partners/associates of the firm of Consultant and their Junior staff/associates is as under:

**Traveling Expenses to the Consultant and Consultants:**

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

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

### **3. Termination of Agreement**

- (a) The agreement herein in may be terminated at any time by either party by giving a written notice of two months to the other party. Even after the termination of their employment, the Consultant shall remain liable and shall be responsible for the certification / approval of any bills submitted by the contractors at any time in respect of the work executed before the termination of the Consultant appointment and consequences thereof on account of any excess / wrong payment, if any, certified / recommended by the Consultant for payments to the contractors, are liable for the payment of damages mentioned in paragraph 2 (j) hereinabove.

- (b) If the Consultant close their business or the company, partnership firm stands dissolved due to provisions, if any, in partnership agreement of the firm in the event of death of one or more partners die or become incapacitated from acting as such Consultant, then the Agreement shall stand terminated, subject to the clause 3(a) hereinabove.
- (c) (i) If the Consultant fail to adhere to the time schedule stipulated in the schedule hereto annexure or the extended time which may be granted by the Bank in his sole discretion or  
  
(ii) In case there is any change in the constitution of the company / firm of the Consultant for any reason whatsoever, the Bank shall be entitled to terminate this agreement without giving notice and entrust the work to some other Consultant.
- (d) In case of termination under sub-clause (a), (b) or (c) above, the Consultant shall not be entitled to fees or compensation except the fees payable to them for the work actually done and as per the provisions in this agreement. In such cases the decision of the Bank as to what is the work actually done and what is the amount of the fees due to the Consultant on the basis of actual work and as per the provision in this agreement shall be final and binding on the Consultant.
- (e) In case of the termination under sub-clauses (a), (b) or (c) above, the Bank may make use of all or any drawings, estimates or other documents prepared by the Consultant, after a reasonable payment for the services of the Consultant for preparation of the same in full as provided herein.

#### **4. Transfer of Interests**

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

#### **5. Scale of Charges**

- (a) The Bank shall pay to the Consultant as remuneration for the services to be rendered by the Consultant in relation to the said works, and in particular for the services herein before mentioned, a fee calculated at the rate of .... percent (.....percent) the cost of the work as indicated in sub-clause (c) of this clause plus service tax as applicable
- (b) If the Bank appoints independent consultant/s for the work pertaining to special installations like air-conditioning, lifts, wet-risers etc., the Consultant shall not be paid any fees on the total value of such installations. Similarly, no fee is payable on the cost of equipment for air-conditioning, lifts, computers etc., supply of which is directly arranged by the Bank.
- (c) The Consultant shall be paid fees referred to above in the manner laid down in clause 6 below, in respect of the preparation of plans, drawing up of estimates, specifications, pre-qualifications of contractors, calling of tenders etc. upto the stage the work is done by them on the value of works estimated by them initially or on the basis of approved tender for civil works. However, the Bank shall be entitled to adjustments subsequently on the basis of actual cost of executed works so that the total fee payable to the

Consultant does not exceed the aggregate of the percentages referred to in subclause(a) above on the value of the actual executed works including variations due to increase or decrease in the scope of the work authorized by the Bank. The Bank shall have the liberty to omit, postpone or not to execute any work and the Consultant shall not be entitled to any compensation or damages for such omission, postponement, or non-execution of the work, except the fees which have become payable to them for the services actually rendered by them.

Method of payment :-

**a. For Project costing below Rs.5.0 crore**

The Bank shall pay fees to the Consultant in the stages as follows.

Sr. No.	Services to be recorded	Subject to clarifications under total fees payments	Upto stage total cumulative fees payments	Remarks/ Clarifications
(1)	(2)	(3)	(4)	(5)
(a)	<p>(i) After completion of sketch plans, preliminary estimates Architectural design and model, if any, and their approval by the Bank.</p> <p>(ii) If project is decided to be foreclosed by the Competent Authority, but sketch plans have been prepared and submitted to the Bank in all respects.</p>	<p>(i) 1/8<sup>th</sup> (12.5%) of the total agreed % of fees on total cost of related work.</p> <p>(ii) fee payable will be 75% of (i) above</p>	1/8 <sup>th</sup> (12.5%) of the total agreed % of fees on total cost of related work.	It is clarified that estimated of the work at this stage shall also include cost of interior work only if the sketch plans include the detailed department-wise final layout plans for all floor for computerized office. As otherwise, the fees for the sketch plans for interior work will be paid later on when the sketch plans are approved by the Bank.

(b)	After completion of working drawings & detailed estimates to the satisfaction of the Bank including Architectural & structural drawing & all drawings pertaining to the various specialist services & their approval by the Municipal Corporation or other authorities & Pre-qualifications of contractors for main civil work (foundation as well as super structural)	1/4 <sup>th</sup> (25%) of the total% of fees on total cost of related work.	3/8 <sup>th</sup> (37.5%) of the total% of fees on total cost of related work.	If the civil work is executed in two stages i.e. foundation & plinth or pile foundation one stage and super structure as second stage, assessed cost for each work will be the basis for release of payment. The fees for detailed plans & estimates for interior work shall be paid later on when these are received & approved by the Bank.50% of the fees payable for this stage may, however, be paid on completion and approval by the Municipal or other authority of all drawings pertaining of civil work & completion of prequalification work of civil contractors separately or together for foundation & super structure civil work (on the estimated cost excluding interior work).
(c)	After preparation of contract documents including tenders, issue of tender notices in respect of all trades,	1/8 <sup>th</sup> (12.5%) of the total% of fees on total cost of	On ½ (50%) of the total fees on total cost of	Here also, as clarified in para (b) above, initially the estimated cost shall be the cost of foundation or/ and super-structure (excluding interior decoration work) when the

	submission of recommendations to the Bank and execution of the contract documents for various trades.	related work.	related work.	general building work is in progress. The fees under this (c) stage will be paid later on when the detailed plans/ estimates/ tender documents etc. are prepared by the ACF and approved by the Bank and the tenders are invited by the ACF. Part payments of fees in both these cases can be released at discretion of the Bank on request of the ACF in proportion to the services completed in respect
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				of particular trades. Such payment shall be on account.
(d1)	During the progress of construction and in proportion to the value of the said works as certified from time to time and paid by the Bank.	1/4th (25%) of the total% of fees on total cost of related work.	3/4th (75%) of the total fees on total cost of related work.	-----
(d2)	On final completion of the project & closing of accounts including obtention of occupation certificate from NMMC / CIDCO / Fire authority / water connection authority / electrical connection authority / gas connection authority and / or any other authority / Board connected with the occupation of building	1/8 <sup>th</sup> (12.5%) of the total% of fees on total cost of related work.	7/8 <sup>th</sup> (87.5%) of the total fees on total cost of related work.	-----

(d3)	After the ACF issue "No objection certificate" for the refund of contractors retention money on expiry of Defects liability period of the various contractors and/ or attending to the CTE's / CVO's observations, if any, from time to time till its final disposal and award of arbitration, if any, whichever is later.	1/8 <sup>th</sup> (12.5%) of the total % of fees on total cost of related work.	100% of the total fees on total cost of related work.	The final payments under d1, d2 & d3 stages shall be made in accordance with and on the basis provided in the clauses 5 herein.
(e)	In case, this agreement is terminated in pursuance of clause 3 above, fees shall be paid to the Consultant for the actual services rendered as per stages referred to in this clause and subject to other provisions about recoveries etc. as provided for elsewhere in this agreement.			

## 7. Visit to the Site

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

## 8. Delays, Responsibility and Recoveries from fees

- a) If the construction work after appointment of the contractors get delayed and the appointed contractors disagree to bear liquidated damages levied for the same as per the provisions in the agreements between the Bank and the contractors on a ground that they did not receive detailed architectural / structural drawings and of any further



clarifications from the Consultant, the Consultant shall be liable to make good the losses to the Bank to an extent of the amount of liquidated damages disagreed by the contractors. Similarly, if the works done as per the Consultant's earlier given architectural / structural drawings are required to be altered / demolished because of mistakes at the Consultant / their consultants and the Consultant shall be liable to bear the cost of the work required to be so altered / removed (including removal / alteration cost) unless the contractors agree to forgo the cost of said work. In the event the Consultant fails to discharge their duties diligently and delays are caused due to their negligence or if they do not cooperate and the work is not completed within the time frame, they shall be liable to make good the damages suffered by the Bank without prejudice to the Bank.

Bank's right to terminate the agreement and pay such fees, which is at discretion of the Bank, required to be paid at the time of termination.

- b) In case any Site Engineer/ PMC or any consultant is engaged by the Bank, the Consultant shall, closely follow up and keep the account of the progress made and arrange to solve the bottle necks, if any, and clarify the doubts / details, if any required by the Site Engineer/ PMC / contractors through their Resident Architect/ Engineer and his assistants at site. If necessary, they should write to the Site Engineer/ PMC under advice to the Bank about time lag in the works and suggest improvements / course of action for PMC's consideration. Similarly, if the Site Engineer/ PMC is engaged, they will be authorized to write to the Consultant about their requirements like drawings, details, clarifications, discrepancies etc. if any, at Consultant end.
- c) It is agreed by the Bank and the Consultant that the total recoveries / adjustments on account of delays / mistakes except in case of structural failure, at Consultant's end and any other account from the Consultant fees shall not exceed 15% of their total fees for the entire project including interior decoration work, foundation, compound development, landscaping etc. to protect their interest, the Consultant shall keep the matter on record and shall maintain file / register with the acknowledgements etc. for issue of drawings, clarifications / Bank in writing. However, in the event of any damage / loss caused to the Bank on account of structural failure due to defective structural design by the Consultant and / or their structural consultants, the Consultant shall be liable to make good fully such damages / loss to the Bank without any upper limit.

## **9. Arbitration**

- i) Any dispute and items of disagreement arising between the Consultant and the Site Engineer / PMC shall be referred to the Chief General Manager or in his absence, the General Manager of concerned network of SBI (the Bank) and his decision on those matters will be final and binding on the Consultant and Site Engineer / PMC as well.ii) If any dispute, difference, or question shall at any time arise between the Consultant and the Employer as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that state in (I) above or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works, except in respect of the matters for which it is provided herein, that the decision of the Employer is final and binding, the same shall be referred to the Arbitration for settlement of disputes and final decision of the arbitrator to be agreed upon and appointed by both the parties.

- iii) For the purpose of appointing the (.....) based sole Arbitrator referred to above, the Appointing Authority i.e. the **Chief General Manager of (.....was local Head Office)** of the Bank or on his behalf **the Asst. General Manager (Premises),(.....)Local Head Office** will send within thirty days of receipt by him of the written notice aforesaid to the Consultant a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc.
- iv) The Consultant shall on receipt by them of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority who shall thereupon without any delay appoint the said person as the sole Arbitrator. If the Consultant fail to communicate such selective as provided above within the period Specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.
- v) If the Appointing Authority fails to send to the Consultant the panel of three names as aforesaid within the period specified, the Consultant shall send to the Appointing Authority a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. The Appointing Authority shall on receipt of the names of the aforesaid persons and appoint his as the sole Arbitrator within 30 days of receipt by him of the panel and inform the Consultant accordingly. If the Appointing Authority fails to do so, the Consultant shall be entitled to appoint one of the three persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.
- vi) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.
- vii) The work under the contract shall, however, continue during the Arbitration proceedings. No payment due or payable to the Consultant shall be with-held on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.
- viii) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- ix) The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- x) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- xi) The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator, who may direct to and by whom and in what manner, such costs or any part hereof shall be paid, may fix or settle the amount of costs to be paid.

This agreement executed the day and year first written above.

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

Signed and delivered by within name .....

1. \_\_\_\_\_ 2. \_\_\_\_\_ Signature of Managing Partner

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

1. \_\_\_\_\_ 2. \_\_\_\_\_ Signature of Bank's representative

**PRICE BID -II**

**SELECTION OF CONSULTANCY FIRM (CONSULTANT) FOR PROPOSED PROCURMENT  
OF 02 NO's OF DG SETS OF CAPACITY 750KVA & 500 KVA TO BE INSTALLED AT  
STATE BANK ACADEMY, GURUGRAM**

**FORMAT FOR SUBMISSION OF THE PRICE BID**

*(TO BE SUBMITTED IN LETTER HEAD OF APPLICANT)*

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 Consultancy Firm (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 lump sum professional fees at \_\_%** (in figure) \_\_\_\_\_ (in words) of the estimated cost or actual project cost whichever is lower **plus GST** at actuals as applicable.

We also 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.

Name and designation of the Authorized signatory

Signature

Stamp and seal

Place: