

COVER-I
TECHNICAL BID

TENDER FOR
SELECTION OF STRUCTURAL CONSULTANT FOR CARRYING OUT STRUCTURAL REPAIR
WORKS IN STATE BANK BHAVAN BUILDING, NARIMAN POINT, MUMBAI

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

CONTACT NO. _____

EMAIL ID: _____

GSTIN NO. : _____

DATE : _____

NOTICE
STATE BANK OF INDIA
CORPORATE CENTRE PREMISES DEPT
MUMBAI – 400 021.

NIT/STRCON/01 DATED 28.07.2022

NOTICE INVITING TENDER FOR
SELECTION OF STRUCTURAL CONSULTANTS FOR STRUCTURAL REPAIR WORKS OF
STATE BANK BHAVAN BUILDING, NARIMAN POINT, MUMBAI

State Bank of India (SBI) invites applications for Expression of Interest (EOI) from experienced and eligible Structural Consultants / Structural Consultancy firms (SCF) for participating in the two bid system through Techno Commercial Evaluation. The selected Structural Consultant has to render Consultancy Services for the Project- “Structural Repairs of State Bank Bhavan Building”.

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 the Bank’s website www.bank.sbi under ‘SBI in the News => Procurement news’ from 28th July 2022.

Interested Structural Consultancy Firms complying prescribed eligibility criteria should submit hard copies of their applications in the prescribed format with supporting documents / details may also be submitted at this office latest by 3.00 pm on 19th August 2022. Applications received after due date and time of receipt will not be entertained. The Bank reserves its right to accept any or to reject all the applications without assigning any reasons thereof and no correspondence shall be entertained in this regard.

DEPUTY GENERAL MANAGER (PREMISES)
PREMISES DEPARTMENT
CORPORATE CENTRE
STATE BANK OF INDIA
NARIMAN POINT, MUMBAI- 400021

I. INSTRUCTION TO TENDERERS

1. DETAILS OF TENDER APPLICATION

| SI No | Particulars | Details |
|-------|--|--|
| 1 | Name of work | Consultancy for structural repairs and restoration works of State Bank Bhavan building, Nariman Point, Mumbai |
| 2 | Nature of work | Civil & Structural consultancy. |
| 3 | Estimated cost of works | Expected to be around Rs 5.00 Crore. Actual estimate needs to be worked out by the selected Structural Consultant. |
| 4 | Last date and time for submission of application | 19.08.2022, 3.00 PM |
| 5 | Address to which applications are to be received | Deputy General Manager (Premises) Premises dept, 9 th floor, State Bank Bhavan, Nariman Point, Mumbai- 400021 |
| 6 | Availability of tender document | In Bank's website www.bank.sbi under 'SBI in the News' => 'Procurement News' |
| 7 | Time for completion of works | The work includes inspection of the building, preparation of items specifications, submission of estimates and drawings, invitation of tenders for selection of contractors including their pre-qualification process, completion of structural retrofitting & restoration works expected to be complete within 1 year from the date of LoA to the selected Structural Consultant. |
| 8 | Site visits | All working days during working hours from 28.07.2022 to 18.08.2022 |
| 9 | Date and time of opening of Technical Bids | 19 th August 2022, 4.00 PM |
| 10 | Date and time of opening of Price bids | Will be advised to shortlisted bidders |
| 11 | Validity of the tender | 90 days |
| 12 | Contact Number of concerned officials | 022-227 40920, 227 40962 |

2. Conditional applications are liable for disqualification.

3. The Bank reserves its right to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) thereof and no correspondence shall be entertained in this regard.
4. Partial tenders / tenders without signature etc. will be rejected.
5. 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 venue & time.

Interested Structural consultancy firms fulfilling prescribed eligibility criteria are requested to ensure submission of their Techno Commercial Proposals in hard copy in the prescribed format with supporting documents to the address mentioned above by 3.00 PM on 19th August 2022. The applicants are advised to submit the complete set of documents in **properly spiral bounded form**. The applications received in loose sheets shall be summarily disqualified. All the sheets shall be serially numbered.

II. DETAILS OF THE BUILDING- STATE BANK BHAVAN

| SI No | Particulars | Details |
|-------|--|--|
| 1 | Name of the building | State Bank Bhavan |
| 2 | Address of the building | Madame Cama Road, Nariman Point, Mumbai- 400021 |
| 3 | Age of the building | More than 45 years old. |
| 4 | Number of floors | Two basements (B1 & B2), Ground, Mezzanine, 1 st to 19 th floors, Two upper service floors (20 th & 21 st floor) |
| 5 | Approx. floor area | 3.22 lakh sq.ft. |
| 6 | Affected floors proposed for structural retrofitting | Basement floor (B1 & B2), ground floor and 20 th & 21 st floors (total 5 floors + Madame Cama Road branch area + Driveways |
| 7 | Affected area under structural retrofitting | Approximately 1,00,000 sq.ft. |

III. SCOPE OF WORKS

The structural audit of the building has already been carried out through IIT Mumbai and they have submitted their structural audit report of the building. The Structural Report submitted by the IIT Mumbai will be shared with the selected Consultant only. The selected structural consultant appointed on the job shall carryout:

- Carryout site visits and assessment of stability of structural members and propose the repairs to be carried out on weaker structural members / affected area of the structure.
- Preparation of drawings, estimates and BOQ together with methodology for required structural repair works.
- Preparation of tender documents for selection of eligible and competent contractor for carrying out the structural repair and restoration works.
- Assisting Bank in selection of contractors and award the works.
- Site supervision (minimum twice in a week and as and when required / called for by the Bank) while carrying out the works by the contractors. A representative of the Consultant shall be available at site while carrying out major repair works.
- Providing interim progress reports and technical advisory services to the Bank, drawings to the Contractor based on the progress of works.
- Verifications of works carried out by the contractor and submitting recommendations for payment of their bills.
- Submitting final structural stability certificate of the building after completion of structural restoration works and assessment of remaining life of the building.
- Rectifications of works carried out at site through selected contractor within defects liability period.
- Other services which are consultancy in nature related to smooth execution and completion of the captioned project.
- Verification and recommendations of bills submitted by the Contractor against execution of works.
- Issue of completion certificate after the works are completed to the satisfaction of Consultant and Bank.

Structural Audit Report of IIT Mumbai which generally contains NDT results, distress map of the building, photographs, drawings and their inferences will be shared with the final selected consultant only.

IV. ELIGIBILITY CRITERIA

1. The firm shall be a structural consultancy firm. Consultancy firms in which one of the partners / Directors is a Structural Engineer having minimum Master's Degree/ equivalent qualification from a reputed institution / university in India and having minimum 10 years experience in the field of structural repairs and retrofitting works. Joint ventures, associates, etc. are not eligible to quote.
2. The firm specialized in projects related to structural engineering design and structural repairs & renovations for minimum 10 years experience as on 31.03.2022.
3. The firm should have a minimum average annual turnover of Rs. 7.50 lakhs during last 5 years. Copies of Income Tax Returns and certificate from a registered Chartered Accountant in this regard are required to be submitted.
4. During last 7 years, the firm should have carried out:
 - a. At least one similar project for a building having minimum 1.00 lakh sq.ft. floor area costing approx. Rs 4.00 Cr & above (or)
 - b. Two similar projects for a building having minimum 50,000 sq.ft. floor area each costing approx. Rs 2.50 crore & above (or)
 - c. Three similar projects for a building having minimum 40,000 sq.ft each costing Rs 2.00 Crore & above.

“Similar Work” means Planning, Designing, estimation and Supervision for repair / restoration / re-strengthening works of structural engineering nature for existing High rise (Minimum 15 storied including Ground Floor & basements) Residential or Commercial usage, RCC framed buildings for Central Govt. Dept. / State Govt. Dept. / Semi Govt. Dept. / PSU / Public sector Banks / Public limited (Listed) Company during last 7 years. One of such qualifying similar works should have been completed within the last 5 years.

5. Preference shall be accorded to Public sector / similar consultancy firms subject to fulfilling the eligibility criteria.
6. The firms having completed / on-going projects with public sector organization / Public Sector Bank / Government Department within the last 7 years ending on 31.03.2022 will be accorded preference.
7. At least one of Proprietor / Partners / Directors of the consultant firm should have a valid registration and license as a Fellow or above of Indian Association of Structural Engineers (IAStructE) or Institution of Structural Engineers or similar fellowship received from reputed organizations / associations of Structural Engineers.
8. The consultant should have a full-fledged office in Mumbai & Suburban/ Thane / Pune / Palghar / Navi Mumbai and should have adequate number of qualified Civil Engineers, supervisors, technical staff and other personnel on the payroll / establishment of the firm.

9. The firms satisfying the prescribed eligibility criteria shall only become eligible to bid for the assignment. Clear supporting details / documents such as copies completion certificates from the clients, educational qualification documents, photographs of completed projects, details of Engineers and staff appointed, details of ongoing projects etc. should be submitted with the bid. Original of these documents may be required to be produced for verification by Bank.
10. However, merely fulfilling the prescribed eligibility criteria shall not entitle the applicant / Consultant for shortlisting in the proposed Techno-commercial competition for the project. The shortlisting as well as final selection of consultant for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous clients etc.
11. The consultant should have a valid PAN card and GSTIN registration.
12. **Selection criteria:- All eligible firms will be shortlisted and only price bids of shortlisted firms will be opened. The final selection of Consultant will be based on Techno-commercial evaluation as explained at Point V- Selection Procedure of this document.**
13. The offer should be submitted in two separate envelopes containing technical and price bids, put together in a 3rd envelope which should be addressed to

Dy. General Manager (Premises), State Bank of India, 9th floor, State Bank Bhavan, Corporate Centre, Nariman Point, Mumbai – 400 021

For tender related queries: Premises department, 022-227 40920, 40962

a) **Envelope No.1- (Page No. 1 to 31)**

It should contain the signed terms and conditions. The cover should be superscribed as "Technical bid"

b) **Envelope No.2 (Page No. 32 & 33)**

It should contain the price bid duly filled and signed by the bidder. The cover should be superscribed as 'Price bid'.

c) **Envelope No. 3**

It should contain SEALED 1st and 2nd envelope. This cover should be superscribed as "APPLICATION FOR STRUCTURAL CONSULTANCY WORK FOR REPAIRS & RESTORATION OF STATE BANK BHAVAN BUILDING" along with bidder's Name, address and mobile number of contact person. Email of the firm may also be provided.

V. SELECTION PROCEDURE

The selection procedures for the consultant shall be as under:-

Part A:- Technical evaluation- weightage of 70%.

In this part, the applicants shall be evaluated based on their experience, past performance, financial capability, availability of technical staff etc. as under:-

| Sl No | Parameter | Falling in | Score |
|-----------------------------|---|--|-------|
| 1 | Experience of the firm (Max marks= 20) | >= 10 years < 15 years | 10 |
| | | >=15 years < 20 years | 15 |
| | | >= 20 years | 20 |
| 2 | Past performance on similar works (Max marks= 20) | Carried out:- | |
| | | Single work costing Rs 4.00 Cr. & above | 20 |
| | | Two works each costing Rs 2.50 Cr. & above | 15 |
| | | Three works each costing 1.50 Cr. & above | 10 |
| 3 | Average Annual Turnover for last 5 years (Max marks= 20) | >= Rs 7.50 lakhs < Rs 10 lakhs | 10 |
| | | >= Rs 10 lakhs | 20 |
| 4 | Type of firm and its reputation (Max marks= 15) | Pure structural consultancy firm | 15 |
| | | Partnership with Architectural firm/ Builder | 10 |
| 5 | Client credentials (Max marks= 15) | Excellent / Very good | 15 |
| | | Good | 10 |
| | | Satisfactory | 0 |
| 6 | Fellowship with IAStructE / Indian Institute of Structural Engineers (Max marks= 10) | Having Fellowship | 5 |
| | | Having Honorary Fellowship | 10 |
| Total Max marks= 100 | | | |

The marks scored in technical evaluation will be converted. Minimum marks for technical qualification will be 60/100 (i.e. 42 points / 70 after effecting weightage).

Part B:- Financial Bid:- Weightage = 30%

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). The applicant who scores maximum (out of 100) in the Techno-commercial evaluation will be selected.

VI. GENERAL TERMS AND CONDITIONS

1. Definitions

“**The Contract**” means the documents forming the tender and acceptance thereof, work order / Letter of Intent (LoI), and the formal agreement executed between State Bank of India (SBI) and the Consultant, together with the documents referred to therein including these terms & conditions, scope of work, specifications, designs, reports, drawings and instructions issued from by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another. In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1 “**State Bank of India / SBI / Employer**” means SBI having its Registered & Corporate Office at Nariman Point, Mumbai-400021 and includes its representatives, successors and assigns.

1.2 “**Corporate Office**” means the Corporate Office of SBI, named ‘State Bank Bhavan’.

1.3 “**Sanctioning Authority**” / “**Competent Authority**” means authority nominated to exercise power of approval, financial sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of SBI.

1.4 “**Bank’s Representative**” means employee / representative appointed by the Employer as their representative to give instructions and supervise the work of the consultant at site.

1.5 “**The Consultant or Consultants**” means the firm or agency or individual engaged by the Employer to execute the work as per terms and conditions & scope of work mentioned in this document. It shall also include their legal representative(s), successors or assigns.

1.6 “**Consultancy fee**” means the value of the fee payable by the Bank, in full or part, as stipulated in the work order conveying acceptance of the tender, generally in percentage / lumpsum basis, and payment schedule subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.7 “**Contractor / Builder**” means the agency so selected by the Consultants and Bank entrusted to carry out the structural repairs & renovation works of State Bank Bhavan building and associated works in the compound, as per terms and conditions, scope of works of the tender issued by the Consultant / Bank.

1.8 “**Tendered value / Contract value**” means the value of the entire value of work as stipulated in the work order of the Contractor to be selected for carrying out the works based on specifications and item rate tender issued to him, including but not limited to any other associated works related to the project so as to complete the project in all aspects.

1.9 “**Works**” or “**Work**” means the consultancy work described in the “Scope of Work” and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the consultant hereunder and work to be done by the consultant under the contract.

1.10 **“The Site”** means the premises, into or through which work is to be executed under the contract, which may be allotted or used for the purpose of carrying out the contract. In this case, the Site means building named ‘State Bank Bhavan’ or SBI Corporate Centre and its compound situated at Nariman point, Mumbai.

1.11 **“Drawings”** means the drawings prepared by Consultant and issued to the Bank and Contractors and referred to in the specifications and any modifications of such drawings as may be issued by the Consultant/Employer / Bank’s Representative from time to time.

1.12 **“Specifications”** means the specifications referred to in the estimate / tender and any modifications thereof as may be furnished by the Consultant and approved by the Employer time to time.

1.13 **“Market Rate”** means the rate as decided by the Employer on the recommendations of Bank’s Representative based on the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere to cover, all overheads and profits.

1.14 **“Schedule(s)”** referred to in these conditions mean the relevant schedule(s) annexed to the tender papers.

1.15 **“Local Controlling Authority”** means the Local Municipal Authority or any other appropriate statutory authority appointed by the Government of Maharashtra.

1.16 **“Month”** means calendar month.

1.17 **“Week”** means seven consecutive days.

1.18 **“Day”** means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

2. Work to be carried out: The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all Manpower, Materials, Tools, Plants, Tackles, Equipment and Transport which may be required in preparation of and for and in the full and entire execution and completion of the work of consultancy nature.

4. Sufficiency of Tender: The Consultant shall be deemed to have satisfied himself before submitting his bid / offer as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

5. Location of work: The work will be carried at State Bank Bhavan building including basements and upper service floors located at Nariman Point, Mumbai- 400 021.

6. Rates of Payment: The rates given for the scope of works tendered by the consultant/firm and as accepted by SBI will form the basis of payment for such items under this contract.

- i) No price variation or escalation on any account whatsoever & the compensation for force majeure etc. shall be payable under the contract.
- ii) The rates for any item of work not included in the Schedule of items, Rates and quantities and which the consultant may be called upon to do by SBI shall be fixed by the supplementary written agreement between the consultant and SBI before the particular item or items of work is/are executed.
- iii) Should there arise any items which may be necessary for the smooth completion of work but which does not appear in the Schedule of items, rates and Quantities attached with Tender, items rate will be fixed by analysis of actual inputs of all types including labour and material.
- iv) Payment for the work done will be made to the consultant only when the formal agreement has been executed between the parties, and as per the Payment schedule. Agreement will have to be executed as per the approved format of SBI.
- v) Payment schedule: Full payment shall be made upon the completion of work. Please note that no advance payment will be made on any account.

7. Discrepancies and Adjustment of Errors: Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Consultant from the execution of the whole or any part of the works.

8. Work Order: Within the validity period of the tender, the Employer shall issue a work order/letter of acceptance of tender by registered post or otherwise dispatching at the address of the consultant as given in the tender to enter into a contract for execution of the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Consultant.

9. Contract document: On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within seven days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The consultant shall be furnished, one certified copy of the contract documents together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

10. Language: The language in which the contract documents shall be drawn shall be English.

11. Liquidated Damages for delay in execution of works: If the consultant fails to maintain the required progress as per the stipulated time period or to complete the work and clear the site on or before the schedules date of completion (or mutually agreed / approved by SBI), he shall, without prejudice to any other right or remedy available under the law, to the Employer on account of such breach, pay as agreed compensation, the amount calculated at the rate of 0.50% of the contract amount/fee per week subject to a maximum of 10% of the contract amount/ fee. The amount of compensation may be adjusted

or set off against any sum payable to the Consultant under this contract with the Employer. The total project including execution is expected to be completed within a year from date of appointment of Consultant.

12. **Escalation:** No escalation and payment due to increase in prices / wages will be made to the consultant. The rates quoted by the consultant shall remain firm throughout till completion of the work and nothing extra beyond unit rates shall be paid on account of any reason whatsoever.

13. **Ownership of drawings:** All drawings, specifications and copies thereof are the properties of the Employer. They are not to be used on any other work. All drawings prepared by the Architects needs to be submitted to Bank in AutoCAD format and to be issued to the contractors for execution only after approval of Bank. Hard copies of all drawings in minimum A3 format shall also be submitted to the Bank.

14. **Materials, Appliances and Employees:** The consultant shall, at his own expense, provide all materials, appliances and employees required for testing and carrying out the testing works and no material required for carrying out the testing work shall be supplied by the Employer. If tests are to be carried out in external labs, all costs such as testing cost, consultancy fee, taxes, transportation or any other incidental charges shall be borne by the consultant

15. **Consultant / Agency to supply tools & plants etc:** The consultant shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works / built-ups required for the proper execution of the work.

16. **Protection of works and property:** The consultant shall continuously maintain adequate protection of all his work from damage and shall protect the Employer's life & properties from injury or loss arising in connection with contract. The Consultant shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. The Consultant shall take adequate care and steps for protection of the other floors and adjacent properties through the contractor selected for the works. The Consultant shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work.

17. **Assignment and subletting:** The whole of work included in the consultancy contract shall be executed by the appointed consultant / firm only and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein.

18. **Consultant's superintendence:** The consultant shall give necessary personal superintendence during the works. The consultant shall depute necessary technical staff for execution of work, for which no separate payment will be made by the Bank. The fee to be quoted consultant shall be inclusive of supervision of the project and no separate payment will be made by the Bank on account of appointment

of any site engineer by the consultant. However, TA / DA of the Senior Consultant for the site visits shall be payable by the Bank, equivalent to the eligibility of Bank's Senior Management Grade scale officials.

19. Preparation of Estimates, drawings, BOQs and Eol & RFP for selection of contractors: After carrying out site visits and based on IIT Mumbai's Structural Audit Report, the consultant shall prepare an initial report to the Bank consisting of brief findings, major issues identified, proposed course of action. The Consultant shall simultaneously prepare drawings and detailed estimates based on market rates for carrying out the repair & restoration works. After approval of the estimate from the Bank, the Consultant shall prepare Eol / RFP documents for selection of contractors including eligibility criteria, terms & conditions, scope of works, BOQ etc. and assist Bank in the process of identification of eligible and suitable contractor for the project and award the works Further, after commencement of works, the Consultant shall supervise the progress of works, depute Engineers / technical staff at site during important works or full time as required / as per instruction of Bank, take measurements of works carried out, take samples for testing, recommend & certify the bills after due verification etc. The payment to the consultant shall be made as per the actual work executed and quoted unit rates for individual items. The quantities in the BOQ are only indicative and may increase or decrease, however the rate quoted shall remain firm.

20. Works to be measured: The Consultant shall ascertain and determine by measurement, the value in accordance with the contract. Recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the consultant from liabilities.

21. Certificate of payment: Payment on account of amount admissible shall be made on certification of the Bank's Representative to which the consultant is considered entitled at such rates as defined in Bill of quantities. The amount admissible shall be paid after due certification of the bill by the Bank's Representative subject to the bill is found to be in order by the Employer with no discrepancies. The Employer shall recover the statutory recoveries from the certificate of payment. The Bank's Representative shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction. SBI shall deduct the Income Tax / IT-TDS/ GST TDS from the consultant's bill at the rate as applicable as per rules framed by concerned Govt. /local bodies from time to time and remit it to concerned department.

22. Work by other agencies: The Employer reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the consultant shall not only allow but also extend all reasonable facilities for the execution of such work(s). Such work(s) shall be carried out in such manners not to impede the progress of the works included in the contract.

23. Permits, Laws and Regulations: Permits and licenses required for execution of the work shall be obtained by the consultant, through the Contractor and the expense for the same shall be borne by the selected Contractor (to be added in the scope of works of Contractor). The consultant shall give necessary notices and comply with the local regulations, laws, and ordinances rules, applicable for execution of work. If the consultant performs any act, which is against the local law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising there from .The rates quoted by the consultant are inclusive of obtaining such approval(s) and nothing extra beyond quoted rates shall be paid to the consultant on this account.

24. Local Laws, Acts, and Regulations: The consultant shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The consultant shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, and any other regulations that are applicable to the execution of the project.

25. Time for completion: Time is the essence of the contract and shall be strictly observed by the consultant. The entire work shall be completed within a period of **one year** from the date of Letter of Intent (LoI) issued to the Consultant by the Bank.

26. Rate of progress: Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Employer is slow, to ensure the completion of the whole of the work by the prescribed time or extended time for completion, the Employer shall thereupon take such steps as considered necessary by the Employer to expedite progress of work so as to complete the work by the prescribed time or extended time. Such communications from the Employer neither shall relieve the consultant from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

27. Extension of Time:

27.1 If the work(s) be delayed by:

1. Force majeure, or
2. Abnormally bad weather directly affecting the works, or
3. Serious loss or damage by fire, or
4. Civil commotion, location commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
5. War in which our country, India, is directly involved.
6. Any other causes which, in the absolute discretion of the Employer is beyond the Consultant's control.

Then upon the happening of any such event causing delay, the consultant shall immediately give notice thereof in writing to the Employer but shall nevertheless use constantly his best endeavors to prevent or

make good the delay and shall do all that may be reasonably required to the satisfaction of the Employer to proceed with the works.

27.2 Request for extension of time, to be eligible for consideration, shall be made by the consultant in writing within 7 days of the happening of the event causing delay. The Consultant may indicate in such a request the period for which extension is desired.

27.3 In any such case, the Employer on the basis of recommendations of Bank's Representative will give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Consultant by the Employer in writing. Non application by the consultant for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the consultant.

28. When Contract can be terminated: Subject to other provisions contained in this clause, the Employer may, without prejudice to his any other rights or remedy against the consultant in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely terminate the contract in any of the cases.

30. Suspension of work: The consultant shall, on receipt of the order in writing of the Employer (whose decision shall be final and binding on the consultant) suspend the progress of works or any part thereof for such time and in such manner as the Employer / Consultant may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- (a) On account any default on the part of the consultant, or
- (b) For safety of the works or part thereof.

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Employer .

31. Foreclosure of contract due to abandonment or reduction in scope of work: If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the work for any reason whatsoever and does not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to that effect to the consultant and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

32. Cancellation of contract in full or part

If consultant:

- i. at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Employer ; or
- ii. commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Employer or
- iii. fails to complete the work, on or before the stipulated date of completion without any valid reasons, and does not complete them within the period specified in a notice given in writing in that behalf by the Employer or
- iv. The Employer may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Employer, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

The Bank's Representative shall on such cancellation by the Employer have powers to take possession of the site and any materials etc. thereon; and / or carryout the incomplete work by any means at the risk and cost of the consultant.

34. Force Majeure:

34.1 Neither consultant nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war in which our Country, India, is directly involved, 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.

34.2 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.

34.3 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.

34.4 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 contract.

35. **Consultant liable for damages, defects during defects liability period:** If the consultant or his working people shall break, deface, injure or destroy any part of building in which they may be working, or any building, enclosure, water pipe, cables, drains, electric or telephone post or wires, contiguous to the premises on which the work or any part is being executed, the consultant shall, upon receipt of a notice in writing on that behalf through the Bank's Representative, make the same good at his own expense or in default, the Employer cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the consultant, or from his security deposit.

36. **Accidents:** The consultant shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Employer. The consultant shall also report such accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

37. **Work and Services to be provided by the Employer:** The Employer will provide electric power and water at one point in the building for proper execution of the work. The Employer depending on the availability will provide one lockable storage space. However, the security of the materials and equipment brought to site by the consultant shall be the responsibility of the consultant till the plant is taken over by the Employer as stipulated elsewhere in these conditions of contract. Also accommodation required for the contract labour shall be arranged by the consultant himself outside the SBI premises.

38. **Price Escalation:** The accepted price of the successful tenderer shall be firm and free from any variation till the completion of the project in all respects and handing over of the plant to the Employer.

39. **TDS/Income Tax/GST-TDS:** Applicable TDS/income tax/GST TDS of value of work shall be deducted from the bills.

40. **SAFETY CODE**

Before execution of the works by the Contractor, the Consultants / Consultants representative should ensure that:-

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in case where they injury necessitates hospitalization.

3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
5. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
6. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
(ii) Suitable face masks be supplied for use by the workers when paint is applied in the forms of spray or surface having lead paint is being dry rubbed and scraped.
7. Overalls shall be supplied by the Consultant to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.

41. Termination of the contract by the Employer: If the consultant being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the consultant in insolvency, shall repudiate the contract, or if a receiver of the consultant's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the consultant shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the consultant, or shall assign, charge or encumber this contract or any payments due or which may become due to consultant, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the consultant within three clear days after the notice shall have been given to the consultant in manner hereinafter mentioned requiring the consultant to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear das notice requiring the consultant so to do shall have been given to the consultant as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the consultant the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the consultant (without thereby creating any trust in favour of the consultant) further the employer or his agent, or servants, may

enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other consultants or other persons or person to complete the works, and the consultant shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other consultants or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the consultant to remove his surplus materials and plants and should the consultant to remove his surplus materials after receipt by him the employer may sell the same by Public Auction and shall give credit to the consultant for the amount so realized. Any expenses or losses incurred by the consultant for the amount so realized. Any expenses or losses incurred by the employer in getting the amount payable to the consultant by way of selling his tools and plants or due on account of work carried out by the consultant prior to engaging other consultants or against the Security Deposit.

43. Availing Services for other similar works for Bank's buildings in Mumbai

Bank, may engage services of the consultancy firms for carrying out similar works of consultancy as specified in the scope of works for their other buildings also, situated in Mumbai based on L1 quote after calling for competitive price bids from the shortlisted and qualified firms scoring more than 60 marks during this technical evaluation process. This clause will be applicable for a period of 3 years only from the last date of submission of this tender.

VII. ARTICLE OF AGREEMENT

(This is a sample agreement. Terms and conditions may change according to scope of work in this tender)

Articles of agreement made this _____ day of _____ 2022 between the _____ hereinafter called the EMPLOYER, which expression shall include its successors and assigns and persons for the time being of the management of the Employer of the one part and _____ hereinafter called the consultant which expression shall include his / their respective Heirs, successors, executors, administrators and assigns of the other part.

Whereas the Employer is desirous of conducting Structural Audit of State Bank Bhavan building of SBI in Nariman Point, Mumbai and has caused specifications describing the work to be done.

And whereas the tendered rates are submitted by the consultant were accepted by the Employer, on terms and conditions hereinafter agreed at:

And whereas the said specifications and the schedule of quantities have been signed by or on behalf of the parties hereto.

And whereas the Consultant has agreed to execute, upon and subject to the conditions set forth herein and to the conditions set forth in the invitation to tender, General Instructions and Conditions of the tender, and schedule of quantities and Conditions of Contract (all contained in bid document of which are collectively hereinafter referred to as the said conditions), the works described in the said schedule of quantities at the respective rates herein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO FOLLOWS:

In consideration of the said Contract amount to be paid at the time and in the manner set forth in the said conditions, execute and complete the work shown upon the drawings and described in the said specifications and the schedule of quantities.

The Employer shall pay the Consultant the said Contract amount or such other sum shall become payable at the times and in the manner hereinafter specified in the said conditions.

The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

The agreement and documents mentioned herein shall form the basis of this and the decision of the employer as mentioned in the said conditions, in reference to all matters of dispute be final and binding on parties.

This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire buildings to be paid for according to schedule of rates and probable quantities or as provided in the said conditions.

In all matters of co-ordination the Employer's decision shall be final and binding on all parties.

The employer reserves to itself the right of altering nature of the work, adding to or omitting any item of work from the contract or having portion of the same carried out through other agencies without prejudice to this contract.

Time shall be considered as the essence of this agreement and the consultant hereby agrees to commence the work soon after the site is handed over to him or from the fourteenth day of the date of issue of formal work order as provided for in the said conditions and to complete the entire work within one year (365 days) from the date of issue of Lol, nevertheless to the provisions for extension of time.

All payments by the employer under this contract shall be made only at Mumbai. LD shall be payable in terms of clause 11 of GCC. Further all disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Mumbai and only courts in Mumbai shall have jurisdiction to entertain and determine the same.

The several parts of this contract have been read by us and fully understood by us.

In witness where of the parties hereto have set their respective hands the day and the year in above written _____

Signed by the said consultant.

Signed by the Employer

In the presence of:

Witness 1:

Name:

Address:

Witness 2:

Name:

Address:

Annexure- I

Proforma of applications for selection of Structural Consultant for carrying out structural repairs, restoration, re-strengthening of State Bank Bhavan building
(to be typed on the applicant's printed letter head)

Dy. General Manager (Premises),
State Bank of India,
Corporate Center, 9th floor,
State Bank Bhavan,
Madame Cama Road, Mumbai – 400 021.

Ref. No.

Date:

Dear Sir,

Application for selection of Structural Consultant for carrying out structural repairs, restoration, re-strengthening of State Bank Bhavan building

We refer to your advertisement on the captioned subject and also the details released on the website of the Bank which we have carefully perused and understood the eligibility criteria mentioned therein. Accordingly we now submit the application form duly completed in all respects together with self certified copies of the following documents for the project. We confirm that all information given therein is true to the best of our knowledge. If any of the information given is found to be incorrect either fully or partially, you may reject the application summarily.

Yours faithfully

(Applicant's signature)

Name of the Firm:-

Registration No.:-

Address:

Contact No.:-

Email-ID:-

Website address:-

Encl: Documents as per application:-

APPLICATION FORMAT FOR SELECTION OF STRUCTURAL CONSULTANTS

| Sl No | Particulars | |
|-------|--|--|
| 1 | Name of the Firm | |
| 2 | Address | |
| 3 | Name, Telephone Nos. / Mobile No. of contact person | |
| 4 | Email ID | |
| 5 | Constitution of the Firm | |
| 6 | Year of Establishment | |
| 7 | Name of Partners / Associates | |
| 8a | Qualification of Structural Consultant | |
| 8b | Number of structural engineers appointed in the firm | |
| 8c | Bio-data of Partners / Associates, Details may be given in the enclosed format (Annexure – II) | |
| 9a | Whether a Fellow of IAStructE or similar reputed organizations (Copy of valid registration to be enclosed) | |
| 9b | Details of GST registration: (Copy of valid registration to be enclosed) | |
| 9c | Amount of GST paid year-wise during last 3 financial years ending on 31 st March 2022 | FY 2019-20= Rs _____ FY 2020-21= Rs _____ FY 2021-22= Rs _____ |
| 10 | Name and value of similar works completed during the last 7 years ending on 31.03.2022. (please see definition of similar works under 'Eligibility Criteria') Details may be given in enclosed format (Annexure – III) | |
| 11 | Name & value of the major works on hand. Details may be given in the | |

| | | |
|-----|---|--|
| | enclosed format (Annexure -IV) | |
| 12 | Name & value of other major works (other than building works) on hand. Details may be given in enclosed format (Annexure – V) | |
| 13 | List of Technical Personnel employed | |
| 14 | List of other Personnel employed | |
| 15 | List of consultants engaged by the Firm: (Address, telephone numbers and email ID etc. are to be furnished) | |
| 16 | List of office equipments owned by the company | |
| 17 | Banker's Name | |
| 18a | Income Tax Return to be enclosed for past 3 years (for years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22) | |
| 18b | Certificate from Chartered Accountant specifying the turnover of company for last 5 financial years up to 2021-22. | |
| 19a | List of registration or empanelment with other Organizations | |
| 19b | List of completion certificate etc. from the clients for completed / ongoing projects. | |
| 19c | Certified copies of the letter of intent for award of the work from reputed private / multinational organizations/ PSUs etc. | |
| 20 | Particulars of participation in competitions and awards if any received | |
| 21 | If the firm is not having its office in -----, please indicate the time by which it is likely to open an office in ----- with documentary evidence. (A confirmation from the firm may be obtained stating that within 3 months of award of the project an proper office set up will be opened in _____) | |

ANNEXURE- II

BIO-DATA OF THE PARTNERS/ ASSOCIATES

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- III

**LIST OF REPAIR & RESTORATION WORKS COMPLETED DURING THE LAST 7 YEARS
i.e. From 1st April 2015 to 31st March 2022**

| Sr. No. | Name of the client | Nature of work | Features of building | Location of the building / municipal limits | Estimated Value | Built up Area in Sq.Ft. | Height of the building | Present position | Date of completion | Remarks |
|----------------|---------------------------|-----------------------|-----------------------------|--|------------------------|--------------------------------|-------------------------------|-------------------------|---------------------------|----------------|
| | | | | | | | | | | |
| | | | | | | | | | | |

ANNEXURE- IV

LIST OF STRUCTURAL REPAIR & RESTORATION WORKS ON HAND AS ON 31.03.2022

| Sr . No | Name of the Client | Nature of work | Features of building | Location of the building / municipal limits | Estimated value | Built up Area in Sq.ft. | Height of the building | Date of start | Period of completion | Actual date of completion | Final value of the project | Reasons for the variation / delay if any |
|--------------------|---------------------------|-----------------------|-----------------------------|--|------------------------|--------------------------------|-------------------------------|----------------------|-----------------------------|----------------------------------|-----------------------------------|---|
| | | | | | | | | | | | | |
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ANNEXURE- V

LIST OF OTHER WORKS OF CONSTRUCTION ETC. ON HAND AS ON 31.03.2022

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

Signature of the Consultant with seal

Date:

Place:

ANNEXURE-VI

DISCLAIMER AND DISCLOSURE CERTIFICATE

(to be submitted by the bidders in their letter head)

I/ We, _____ (Name of proprietorship/ firm/company) hereby submit and declare that I/ We:-

- (a) Has/ have submitted the bid that conforms to the quality, quantity, specification of delivery particulars of products/ items/ services to which the bid relates to and the rate(s) quoted by me/us is/are at par with market rates. The tender has been prepared/ developed independently by me/us. No consultation, contract, arrangement or understanding with the other bidders/prospective bidders and/or competitors, directly/ indirectly have taken place with regards to price, methods, factors or formula used to calculate the rates/ price or as regards any other aspects concerning the procurement exercise. The tender submitted by us to the Bank does not contain inflated pricing / an inflated bid and is thus not aimed to intentionally disqualify or to attempt that our firm / company is not declared as the successful bidder.

- (b) Am/ are not directly/ indirectly linked/ partnered with any of the competing bidders and has/ have not advised the bidders and/or my/ our competitors in any manner, to submit or not submit a bid for the instant procurement and/or to engage in the practice of 'bid-rigging'.

- (c) Will inform and report to Bank about any known suspected instance of collusion. I/ We will also disclose any prior conduct involving anti-competitive practices / behaviour between the competing bidders.

- (d) Will inform and report to the Bank on all my/ our permitted sub-contracting arrangements including those made after the culmination of the instant procurement, with any of the bidders and/or competitors, if I/ We am/is the selected/shortlisted bidder.

- (e) Are fully aware of the actions for indulging in any collusive practices and the fact that the Bank is entitled to take necessary actions against me/us in such cases. I/ We also give an explicit right to the Bank to report all such practices, including bid rigging and/or suspected instances of bid rigging and share otherwise confidential information with relevant authorities including the Competition Commission of India (CCI).

Date:-

Place:-

Signature & Seal of bidder

Note- The bidders may use separate sheet(s) to detail on any aspects declared by them above.

ANNEXURE- VII

PAYMENT & TIME SCHEDULE

| Stage | Stage of works | % part of total fee payable | Time schedule for completion of stage |
|--------------|--|--|--|
| 1 | Conducting initial examination at site within 20 days of date of Lol, preparation of detailed structural design and drawings and submission of estimate and its approval by Bank. | 25% of the total fee payable after approval of estimate by the Bank | 45 days for submission of estimate |
| 2 | Preparation of tender document, invitation of Pre-qualification / selection of contractor and award of work | 50% of total fee payable | 45 days from completion of stage-1 |
| 3 | During progress of works i. 30% completion of works and payment of running bill ii. 70% completion of works and payment of running bills iii. 100% completion of bill, payment of final bill and issuance of virtual completion certificate along with structural stability certificate | i. 65% of total fee payable ii. 80% of total fee payable iii. 95% of total fee payable | Total time for completion of work through selected contractor shall be 90 days |
| 4 | After satisfactory completion of one year defects liability period and giving recommendations on releasing security deposit of contractor | 100% of total fee payable | One year from the date of issuance of completion certificate |

COVER-II
PRICE BID

TENDER FOR
SELECTION OF STRUCTURAL CONSULTANTS FOR STRUCTURAL REPAIR WORKS OF
STATE BANK BHAVAN BUILDING, NARIMAN POINT, MUMBAI

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

GSTIN NO. : _____

DATE : _____

PRICE BID

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 Structural 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 actual 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: