



Local Head Office, 16, College lane, Chennai- 600 006,
Tel: 044 28308401 / 8403 / 8901 / 8903

NOTICE FOR EMPANELMENT

SBI invites applications for “Empanelment of Architects / Contractors / Consultants for Civil, Electrical, AC & Interior works and Vendors for supplying of Rental printers for Chennai Circle”. For details and application, log on to: <https://bank.sbi> > SBI in the News > Show more > Empanelment of vendors. Last date for submission is 23.08.2024. Corrigendum, if any, will be published only in website.

Chennai
01.08.2024

AGM (P&E) / AGM (ITSS)



EMPANELMENT OF CONSULTANTS FOR CHENNAI CIRCLE
(TAMIL NADU & PONDICHERRY)

- TRADE :**
- i) STRUCTURAL REPAIR AND RETROFITTING**
 - ii) ELECTRICAL WORKS**
 - iii) AIR CONDITIONING WORKS**
 - iv) LIFT WORKS**

Separate application shall be submitted for each trade

Last date for submission of Applications: 3.00 p.m. on 23.08.2024

The Assistant General Manager (P&E)
State Bank of India
Local Head Office, Chennai
4th floor, Circletop House,
No. 16, College Lane,
Chennai - 600 006
Phone : 044 – 2830 8401 / 8403 / 8412

NOTICE INVITING APPLICATION
FOR EMPANELMENT OF CONSULTANTS

State Bank of India, LHO Chennai Invites applications for empanelment of Consultant for structural repair and retrofitting / Electrical / Air-conditioning / Lift works (**Works up to Rs. 100 lacs**) in the State Bank of India's offices / branches situated in the state of Tamil Nadu & Pondicherry. Full details and format for submission of application forms can be downloaded from our website: <https://bank.sbi> > SBI in the news > Show more > Empanelment of vendors. Duly completed applications in the prescribed format with required documents etc. should be submitted on or before due date 23.08.2024.

The eligibility criteria, terms and conditions, application format and other details /requirements are as under:

(I) MINIMUM ELIGIBILITY CRITERIA:

(Table – 'A')

Sr. No.	Trade	Category	Eligibility Limit (Amount in Rupees)	*Similar project Executed/Completed During Last 7 Years ending on 31.05.2024	**Average Turnover for last 3 Years (Minimum)	Experience of the Firm
i)	Consultant (Structural Repair and Retrofitting works)	CS-1	Up to Rs.100 lakh	One work of Rs.80 lakh or Two works of Rs.50 lakh each or Three works of Rs.40 lakh each	Rs. 1.20 Lacs	Min. 7 years
iii)	Consultant (Electrical works)	CE-1	Up to Rs.20 lakh	One work of Rs.16 lakh or Two works of Rs.10 lakh each or Three works of Rs.8 lakh each	Rs.1.00 Lacs	Min. 7 years
		CE-2	Up to Rs.50 lakh	One work of Rs.40 lakh or Two works of Rs.25 lakh each or Three works of Rs.20 lakh each	Rs. 1.00 Lacs	Min. 7 years

Sr. No.	Trade	Category	Eligibility Limit (Amount in Rupees)	*Similar project Executed/Completed During Last 7 Years ending as on 31.05.2024	**Average Turnover for last 3 Years (Minimum)	Experience of the Firm
		CE-3	Up to Rs.100 lakh	One work of Rs.80 lakh or Two works of Rs.50 lakh each or Three works of Rs.40 lakh each	Rs. 1.20 Lacs	Min. 7 years
iv	Consultant (Air-conditioning works)	CAC-1	Up to Rs.20 lakh	One work of Rs.16 lakh or Two works of Rs.10 lakh each or Three works of Rs.8 lakh each	Rs.1.00 Lacs	Min. 7 years
		CAC-2	Up to Rs.50 lakh	One work of Rs.40 lakh or Two works of Rs.25 lakh each or Three works of Rs.20 lakh each	Rs. 1.00 Lacs	
		CAC-3	Up to Rs.100 lakh	One work of Rs.80 lakh or Two works of Rs.50 lakh each or Three works of Rs.40 lakh each	Rs. 1.20 Lacs	
v	Consultant (Lift works)	CL-1	Up to Rs.50 lakh	One work of Rs.40 lakh or Two works of Rs.25 lakh each or Three works of Rs.20 lakh each	Rs. 1.00 Lacs	Min. 7 years
		CL2	Up to Rs.100 lakh	One work of Rs.80 lakh or Two works of Rs.50 lakh each or Three works of Rs.40 lakh each	Rs. 1.20 Lacs	

- A. (*) Applicants should have experience in having successfully completed “Similar Projects” of value as prescribed in Table ‘A’ above for Government/ Semi-Government/ PSUs /PSBs / Financial Institutions during the last 7 years ending on 31.05.2024. The information must be supported with the copies of Work Order, Satisfactory Completion Certificate, etc, proof of payment /Form 26 AS etc.
- B. (***) Applicants should have minimum average annual turnover prescribed in above table during last 3 years ending on 31st March of last financial year i.e, 31.03.2024).

C. **Definition of “Similar Projects”:**

Consultant (Electrical works) Category (CE2, CE3) - Providing consultancy services such as designing the Electrical system, preparing technical specifications, Tender document, monitoring the work quality & schedule, testing of materials, certification of bills, etc. for Sub-stations installations & buildings having 11KV and above capacity, HT/LT panels, RMG, Transformers, LT installations, UPS, DG sets, Internal wiring/cabling, lighting etc.

Consultant (Electrical works) Category (CE1) - Providing consultancy services such as designing the Electrical system, preparing technical specifications, Tender document, monitoring the work quality & schedule, testing of materials, certification of bills, etc. for Offices / Branches having LT panels, LT installations, UPS, DG sets, Internal wiring/cabling, Switch-gears, lighting, etc.

Consultant (Air-conditioning works) Category (CA1, CA2) - Providing consultancy services such as designing the Air-conditioning system, preparing technical specifications, tender document, monitoring the work quality & schedule, testing of materials, certification of bills, etc. for Air-conditioning equipment like Split, Cassette, Ductable package, Central AC plants and VRF system.

Consultant (Air-conditioning works) Category (CA3) - Providing consultancy services such as designing the Air-conditioning system, preparing technical specifications, tender document, monitoring the work quality & schedule, testing of materials, certification of bills, etc. for centralized Air-conditioning water/air cooled Chiller plant equipment, Ducting and higher capacity VRF system.

D. The educational Qualification and experience of the consultants shall be as under:-

- a. **Structural Repair/ water Proofing works:** Consultant should be a Master degree in Structural Engineering with relevant experience of minimum 7 years.
- b. **Electrical Works:**
 - i) Consultant should be a Graduate Engineer in Electrical and having relevant experience of minimum 10 years in designing HT/LT installations. (OR)
 - ii) Diploma Engineer in Electrical preferably and having relevant experience of minimum 10 years in designing HT/LT installations.

- iii) The applicant shall have thorough Knowledge of the Local Byelaws governing the Electrical installations for various types of buildings such as Commercial, residential, Multistorey buildings etc.,
- c. **Air Conditioning works:** Graduate Engineer or Diploma Engineer in Electrical / Mechanical with minimum 10 years of relevant experience and experience in installation of various types of ACs. The applicant shall have thorough Knowledge of the Local Byelaws governing the Air conditioner installations for various types of buildings such as Commercial, residential, Multistorey buildings etc.,
- d. **Lift Work:** - Graduate Engineer or Diploma Engineer in Electrical / Mechanical with minimum 10 years of relevant experience in designing the lifts or handled installation of elevators in the elevator company with installation experience of minimum 50 lifts in various sites. The applicant shall have thorough Knowledge of the Local Byelaws governing the lift installations for various types of buildings such as Commercial, residential, Multistorey buildings etc.,

The application not meeting any of the above minimum eligibility criteria will summarily be rejected without further communication in this regard.

(II) GENERAL CONDITIONS:

- (i) **The Empaneled Consultants of SBI shall need to apply afresh for empanelment.**
- (ii) The applicant must submit sufficient documentary evidence/work completion certificates etc. meeting the above-mentioned criteria from the Govt./Semi-Govt./PSUs/Banks/Government Financial Institutions during last 5years ending on 31.05.2024 (as stipulated in Table 'A').
- (iii) ***Applicants who have been issued warning letter or put on cooling period or placed in negative list by any organization at any time for any reason whatsoever, need not apply and shall not be considered for empanelment by the Bank.*** A suitable self-declaration to be submitted on the Letter Head of the Firm duly signed by the vendor/ Authorized Signatory stating that they have had not been placed as indicated above. The application of disqualified/debarred/blacklisted/terminated agency/contractor/vendor on account of poor or unsatisfactory performance shall be summarily rejected.
- (iv) Bank will carry out physical inspection of works mentioned by the applicants in their application forms, in addition to calling for confidential reports from the respective employer/client/department to ascertain their capability and quality of works.

- (v) The performance of all the empaneled Consultant shall be reviewed by the SBI periodically and the Consultant with unsatisfactory performance and also those who do not respond to **three consecutive enquiries without any valid reasons shall be removed from the panel without notice and no correspondence will be entertained in this regard.**
- (vi) The applicant should have sufficient number of technical and administrative employees for proper execution of the contract.
- (vii) Applicants shall read the enclosed draft agreement between the Bank and Architect/Consultants and sign every page of the agreement as token of acceptance and submit along with application.
- (viii) The applicant is required to furnish their PAN No, GST Registration details of firm etc. along with supporting documents.
- (ix) The consultant should have an office in Tamil Nadu / Pondicherry.
- (x) The panel of Consultant will be valid for three years and consultant will be entitled to participate anywhere in the Chennai Circle.
- (xi) Applicants will have to submit valid e-mail ID, cell no. and Digital Certificate to enable the firms for participation in the online procurement/e-tendering.
- (xii) For assessing the Annual Turnover of the last 3 years, contractor must submit valid documents viz copy of Income Tax Return, copies of IT assessment order, Profit & Loss Account and Audited Balance Sheet for the last 3 years.
- (xiii) The applicant shall agree to obtain the confidential report from the clients of the applicant contractors, to obtain credit opinion from the Bankers and to verify the work executed by the contractors. The applicant shall make necessary arrangements for the same.
- (xiv) All the pages of application shall be duly signed with stamp of firm by the contractors, else their application shall be summarily rejected.
- (xv) The intending applicants are categorically advised to submit the empanelment documents strictly in the attached formats only. Any addition/ alteration to the application format shall lead to rejection of the application submitted by the contractor for the empanelment under this notice. The information required should be neatly filled/typed in **each and every columns**

and rows of the Formats. **The applications received with “partly filled formats” or not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected without any intimation/ reference to the applicant and at the applicant’s risk and responsibility.**

(xvi) **The applicants are categorically advised to refrain from mentioning the remark “AS PER ATTACHMENT/ENCLOSURES” in their applications and annexures to avoid rejection of their applications.**

(xvii) All the details must be incorporated in the application form downloaded from the State Bank of India’s website. Incomplete applications / not fully filled form will be rejected.

III. The eligible and interested parties shall download prescribed application form and other details from our website

www.sbi.co.in <link> [SBI in the News](#) <link> [Show more](#) <link> [Empanelment of Vendors](#)

The application in the prescribed format with all supporting documents in sealed envelope and superscribed as **'APPLICATION FOR EMPANELMENT OF CONSULTANT IN CHENNAI CIRCLE FOR TRADE & CATEGORY.....'** shall be submitted at the office of The Assistant General Manager (P&E), Local Head Office Chennai, 4th Floor, Circletop House, No.16, College Lane, Nungambakkam, Chennai-600006 before the due date and time for receipt of application.

IV. Bank reserves its right to empanel Consultant/ Consultants as per its needs in each category & trade. The empanelment of contractors shall be considered on merits within the sole discretion of the Bank and cannot be claimed as right by the applicant and no correspondence shall be entertained in this regard.

V. **The Architect/Consultant shall specify the category under the trade for which they are submitting the application for empanelment.**

VI. Canvassing in any form including bringing influence from any person/agency/Officials/authorities shall lead to disqualification of the applicant.

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

VIII. Any amendments/ corrigendum for empanelment of contractors/ vendors shall be published in Bank's website only. Therefore, applicants are requested to visit Bank's website regarding modifications/ corrigendum issued.

Sd/-

ASSISTANT GENERAL MANAGER (P & E)

APPLICATION FORM

(Please strike-off which is not applicable)

APPLIED FOR EMPANELMENT OF CONSULTANT

TRADE :

Separate application shall be submitted for each trade)

CATEGORY:

(Specify only one higher category. If not eligible under the specified category, Bank may consider the application for including in the qualifying category as per eligibility criteria)

Willingness to Empanel for lower Categories : CE-1 / CE-2 / CAC-1 / CAC-2 / CL-1
(Please Tick the appropriate category)

1	a) Name of the Applicant / Firm / Organization	
	b) Full Postal Address of Firm (Enclose proof)	
	c) Contact Details (i) Phone No. (ii) Mobile No. (iii) Fax No. (iv) e-mail Id	
2	Year of Establishment of firm/ Company (Enclose certified copies of documents as an evidence – ENCLOSURE ‘A’)	
3	Constitution of Firm (Enclose certified copies of documents as an evidence – ENCLOSURE ‘B’)	Sole proprietorship/ Partnership /Private Ltd. / Public Ltd. / Any other (Please specify)

4	Name of the Proprietor/ Partners / Directors of the Organization / Firm with Qualification. (Enclose certified copies of documents as an evidence – ENCLOSURE ‘C’)	
5	Name/s of Authorized Signatory / Directors / Partners with Designation and Contact No.	
6	Mode of Authorization (Enclose certified copies of documents as an evidence – ENCLOSURE ‘D’)	Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify)
7	Details of Registration with Registrar of Companies/ Registrar of Firms. Whether Partnership Firm, Company, etc. Name of Registering Authority, Date and Registration Number. (Enclose certified copies of documents as an evidence – ENCLOSURE ‘E’)	
8	Whether registered/empaneled with Govt./Semi Govt/Banks/CPWD/Municipal Authorities or any other Public Organization and if so, in which class and since when? (Enclose certified copies of documents as an evidence – ENCLOSURE ‘F’) a. Name of Organization Category No. & Date of Registration b. Name of Organization Category No. & Date of Registration c. Name of Organization Category No. & Date of Registration	YES / NO
9	Number of years of experience in the field and details of work in any other field.	
10	Yearly turnover of the organization during last 3 years (year wise) and furnish audited balance sheet and Profit & Loss A/c. (Audited) for the last 3 years. (Enclose certified copies of documents as an evidence – ENCLOSURE ‘G’)	2021-22: Rs..... 2022-23: Rs..... 2023-24: Rs..... average: Rs.....
11	Banker’s Details (i) Banker’s Name: (ii) Full Postal Address: (iii) Telephone No.:	..... ..... .....

	(iv) Account No.:	.....
	(v) Type of Account:	.....
13	Registration with Government Authorities: (Enclose certified copies of documents as an evidence – ENCLOSURE ‘H’)	
	(i) Income Tax (PAN) No.	.....
	(ii) Goods & Service Tax (GST) No.	.....
	(iii) Labour License	.....
	(iv) ESI	.....
	(v) EPF	.....
14	Whether last three years IT returns filed (Please enclose certified copies of the I T return of 2016-17, 2017-18, 2018-19 – ENCLOSURE ‘I’)	
15	Details of major works executed & completed during last 5 years in Central Govt./State Govt./Financial Institutions/PSUs.	Please fill up enclosed Annexure ‘J’ & enclose copies of work order and satisfactory completion certificates.
16	Details of major works under execution in Central Govt./State Govt./Financial Institutions/PSUs/reputed MNCs.	Please fill up enclosed Annexure ‘K’ & enclose copies of LOI /work order / agreement
17	Details of Key Personnel Permanently employed.	(ANNEXURE ‘L’)
	(i) Technical Personnel	.....
	(ii) Other Personnel	.....
18	Furnish the names of -3- responsible persons along with their designation, address, contact no., etc., for whose organization, you have completed the above-mentioned jobs and who will be in a position to certify about the quality as well as performance of your organization.	(ANNEXURE ‘M’)
19	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed of during the last seven years by an arbitrator. If so, the details of such litigation are required to be submitted.	(ANNEXURE ‘N’)

20	Declaration regarding near relatives working in the State Bank of India.	(ANNEXURE 'O')
21	Copy of COA/Indian Institute of Consultant/Electrical license/registered certificate for structural Engineer	

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 SBI in selection of contractors for empanelment 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/SBIIMS during last 7 year from the date of application.
- 5) I/We hereby confirm that all information, particulars, copies of certificates and testimonials submitted in connection with my/our empanelment are correct and genuine. I am / We are, therefore, liable to face appropriate actions as deemed fit by the SBIIMS in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine. I/We have read the instructions appended to the proforma and I/we understand that if any false information is detected at a later date, the empanelment shall be cancelled at the discretion of the SBI.

PLACE :**DATE:****NAME & DESIGNATION**

ANNEXURE – J

LIST OF MAJOR WORKS EXECUTED AND COMPLETED IN CENTRAL GOVT./STATE GOVT./FINANCIAL INSTITUTIONS/PSUs/REPUTED MNCs DURING LAST 7 (ENDING AS ON 31.05.2024)

(Enclose supporting documents i.e. Work order, Proof of payment and Satisfactory Completion Certificate Obtained from the Clients)

S. No.	Name of Work	Work executed for (Name of the Organization with Brief Address of Concerned Office & Contact No.)	Nature of Work	Location of the Work	Actual Value of the Work	Stipulated Date for Completion	Actual Date for Completion	In case of delay, time extension granted without LD (Yes/ No)	If Work Left Incomplete or Terminated (Furnish reasons)

(Add separate sheet if required)

Note:

1. Information has to be filled up specifically in this format.
2. For certificates, the issuing authority shall not be less than an Executive in charge.

Name of Authorized Signatory

ANNEXURE – K

LIST OF MAJOR WORKS UNDER EXECUTION
 (Enclose Copies of Work Orders Issued by Clients)

S. No.	Name of Work	Work being executed for (Name of the Organization with Brief Address of concerned office & Contact No.)	Nature of Work	Location of the Work	Actual Value of the Work	Date of Commencement	Scheduled Date of Completion	Likely Date of Completion	If Work Left Incomplete or Terminate (Furnish reasons)

(Add separate sheet if required)

Note:

- Information has to be filled up specifically in this format.

Name of Authorized Signatory

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

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

(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

ANNEXURE – M**DETAILS OF THREE RESPONSIBLE CLIENTS / PERSONS TO WHOM THE MAJOR WORKS CARRIED OUT BY THE APPLICANT**

S. No.	Name of the Official	Organization & Address	Contact Numbers	E-mail ID

(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

ANNEXURE – N

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

Year	Awarded for or against Applicant	Name of Client	Cause of Litigation and Matter of Dispute	Disputed Amount	Actual Awarded Amount

(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

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

Name of Bank Staff Related to Applicant	Designation	Office/Branch & Place of Posting	Relation with the Applicant

(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

CHECK LIST*(Please tick whichever applicable)*

SR. NO.	PARTICULARS	SUBMITTED (Y or N)
1	Application Form (All pages filled in, signed and stamped)	
2	Receipt of tender fee remittance	
3	Enclosure A	
4	Enclosure B	
5	Enclosure C	
6	Enclosure D	
7	Enclosure E	
8	Enclosure F	
9	Enclosure G	
11	Enclosure I	
12	Enclosure J	
13	Annexure K	
14	Annexure L	
15	Annexure M	
16	Enclosure N	
17	Enclosure O	

Date:
Place:

Name of Authorized Signatory

DRAFT AGREEMENT FORMAT

STATE BANK OF INDIA, _____ AND

M/s.

TOWARDS ARCHITECTURAL SERVICES FOR PROPOSED OF S.B.I.

This agreement made theday 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 construct its (Office building etc.) and whereas the company / firm as Consultant for the said building (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 Consultant for construction of the said buildings above referred to on the following terms and conditions:

1. Architect's 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 sketch designs with alternative schemes (including carrying out necessary revisions till the sketch designs are finally approved by the Bank), making approximate project cost estimates i.e. block/preliminary estimate based on sqm area x rate per sqm and preparing reports on merits of the scheme, high lighting the points such as permissible FAR/FSI, likely type of foundation required, structural design provisions to be made, planning norms/ development rules of the local authorities from whom the plans have to be got cleared before commencement of work and how the same are met in the proposed layout permissible and recommended basement areas and purpose, adequacy of available water sources for drinking, flushing. A.C. adequacy of electric sources for lighting and Air-conditioning and other purposes, any alternative arrangements required to be made for water and electricity, type of drainage system, water storage and distribution arrangements, compound development, landscaping etc. and all incidentals and connected aspects thereto so as to enable the Bank to take a decision on the sketch designs and scheme as a whole.
- (b) After approval of the plans by the Bank, submitting the required drawings to the (Municipal

Corporation and) or local authority like etc. and obtaining its/their approvals.

- (c) After approval of the plans by the Municipal Corporation and / or local authority or any other authority empowered to approve under law / rules & regulations in force, preparing detailed architectural working drawings, making design calculations and drawings for foundation and other structural work of the building, making designs and drawings for normal sanitary, water supply and electrical services and also for any special installations like air-conditioning, sewage treatment plant, fire fighting, telephone, public address system, computer installations, interior decoration/ site preparation work etc.(as may be included / required by the Bank in the 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., theoretical / standard cement consumption for various items of works, various insurance covers required, time and progress charts and any other material necessary for completing the tender documents and getting them approved by the Bank.
- (e) Preparing select list of contractors i.e. short listing of contractors after scrutinizing the applications received in response to the press notice for pre-qualification of contractors and inspection of some of the works, done by them with the approval of the Bank, inviting the tenders for various trades, preparing comparative statements and submitting the assessment reports and recommendations thereon to the Bank, assist the Bank to conduct negotiations with the contractors wherever necessary and after the Bank's decision on the tenders, preparing contract documents and getting those executed by the concerned contractors including 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 of soil exploration, prequalification of the contractors as the Bank's agency to remain fully associated with the project and day to day work.

The 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 landscape drawings & planting of saplings
- (g) Preparing for the use of the Bank, the contactors, 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.
- (h) Assuring full responsibility of correctness of structural and foundation design and design for all services and installations and soundness of the construction according to the said designs and specifications.
- (i) 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 Architect will have, however, a right to reject the works accepted by the Site Engineer / PMC if in their opinion they are not satisfied with the quality or execution of the same as expected by them but by clarifying the specific reasons in writing to do so to the Bank under a copy of the advice to the Site Engineer / PMC.

- (j) Test-checking or cross checking of measurements of works at site if and wherever felt necessary on receipt of the bills form the site duly scrutinized and verified from the said Site Engineer / PMC of the Bank (if appointed, otherwise detailed measurements to be checked by the 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
- (k) Submitting report to the Bank after verification the account of cement and other important materials as Bank may specify and certifying the quantities utilized in the works.
- (l) Obtaining final building completion certificate and securing permission of Municipal Corporation or other authority for occupation of the building and obtaining refund of deposits, if any, made by the Bank to the Municipal Corporation or other authority. The 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.
- (m) 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.
- (n) 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 covenanted to be performed by them and shall exercise such general

superintendence and inspection in regard to the said works as may be necessary to ensure that the work being executed by the contractors under day to day supervision of the site Engineer/PMC/ Resident's Architect Engineer is in accordance with the architectural working drawings and the finishes etc. as provided for by them. In the event of their finding out/ observing any deviations there from, 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' directions, the site Engineer/PMC can first talk to the Consultant and or to the Bank before the Consultant' 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' 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' instructions or any drawings, details, clarifications required for speedy implementation of the works are pending from the Consultant' offices.

- (c) 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.
- (d) 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.

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' 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 5years 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 or 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 Banks topping 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:

- (m) Whenever the work is examined by the Chief Technical Examiner of the Central Vigilance Commission and if he brings to the notice of the Bank any defective or substandard work or any irregular / excessive payments the 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.
- (n) 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) herein above.

- (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) herein above.
- (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 it of the Bank.
- (ii) Whether the firm is partnership firm or a company, no change in the constitution of such partnership or no change in the constitution of Board of Directors of the company shall be made without the prior approval of SBI.

5. Scale of Charges

- (a) (i) 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 fees 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 equipments 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. up to the stage the work is done by them on the value of works estimated by them initially or on the basis of approved tender for civil works. However, the Bank shall be entitled to adjustments subsequently on the basis of actual cost of executed works so that the total fee payable to the Consultant does not exceed the aggregate of the percentages referred to in sub-clause(a) above on the value of the actual executed works including variations due to increase or decrease in the scope of the work authorized by the Bank. The Bank shall have the liberty to omit, postpone or not to execute any work and the 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: -

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	Up to stage total cumulative fees payments	Remarks/ Clarifications
(1)	(2)	(3)	(4)	(5)
(a)	After completion of sketch plans, preliminary estimates Architectural design and model, if any, and their approval by the Bank.	1/8th (12.5%) of the total agreed % of fees on total cost of related work.	1/8th (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	1/4th (25%) of the total % of fees on total cost of related work.	3/8th (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

	services & their approval by the Municipal Corporation or other authorities & Pre-qualifications of contractors for main civil work (foundation as well as super structural)			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, submission of recommendations to the Bank and execution of the contract documents for various trades.	1/8th (12.5%) of the total% of fees on total cost of related work.	On ½ (50%) of the total fees on total cost of related work.	Here also, as clarified in para (b) above, initially the estimated cost shall be the cost of foundation or/ and super-structure (excluding interior decoration work) when the general building work is in progress. The fees under this (c) stage will be paid later on when the detailed plans/ estimates/ tender documents etc. are prepared by the ACF and approved by the Bank and the tenders are invited by the ACF. Part payments of fees in both these cases can be released at discretion of the Bank on request of the ACF in proportion to the services completed in respect of particular trades. Such payment shall be on account.
(d1)	During the progress of construction and in proportion to the value of the said works as certified from time to time and paid by the Bank.	1/4th (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	1/8th (12.5%) of the total% of fees on total cost of related work.	7/8th (87.5%) of the total fees on total cost of related work.	-----
	After the ACF issue “No objection certificate” for the refund of contractor’s 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.	1/8th (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 as the Consultant 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. For this no charges shall be payable by the Bank.

8. Delays, Responsibility and Recoveries from fees

- (a) If the construction work after appointment of the contractors get delayed and the appointed contractors disagree to bear liquidated damages levied for the same as per the provisions in the agreements between the Bank and the contractors on a ground that they did not receive detailed architectural / structural drawings and of any further clarifications from the 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' 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 fail to discharge their duties diligently and delays are caused due to their negligence or if they do not cooperate and the work is not completed within the time frame, they shall be liable to make good the damages suffered by the Bank without prejudiced to the Bank Bank's right to terminate the agreement and pay such fees, which is at discretion of the Bank, required to be paid at the time of termination.
- (b) In case any Site Engineer/ PMC or any consultant is engaged by the Bank, the 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' 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 and final decision of the Bombay based arbitrator to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to be appointment of two arbitrators shall, before taking upon themselves the burden of reference, appoint and umpire.
- (III)(i) For the purpose of appointing the (.....) 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 persons who shall be presently unconnected with the organization, for which the works executed.
- (ii) 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.
- (iii) 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 ofbased person who shall all be unconnected with either party. 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.

- (iv) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.
- (v) The work under the contract shall, however, continue during the Arbitration proceedings. No payment due or payable to the Consultant shall be with-held on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.
- (vi) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- (vii) The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- (viii) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- (ix) The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator, who may direct to and by whom and in what manner, such costs or any part hereof shall be paid, may fix or settle the amount of costs to be paid.

This agreement executed the day and year first written above.

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

Signed and delivered by within name

- 1.
- 2.

Signature of Managing Partner

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

- 1.
- 2.

SCHEDULE (REF. CLAUSE 1(a) & 2(f) OF THE AGREEMENT

Sr. No.	Submission	Period
1.	Submission of sketch plan & preliminary estimates.	Within 4 (four) weeks from the date of receipt of instructions from the Bank.
2.	Submission of Detailed drawings complete in all respect for the project for approval by the local authority.	Within 2 (two) weeks from the date of receipt of Bank 's approval of the sketch plans and preliminary estimates.
3.	Submission of Detailed structural & other drawings and estimates, complete in all respect for the project.	Within (4 four) weeks from the date of receipt of plan approved by the local authority.
4.	Submission of Drawings and Draft tender documents complete in all respect.	Within 2 (two) weeks from the date of receipt of Bank 's approval of Detailed estimates.
5.	Submission of Architect's report on the various tenders.	Within 2 (two) weeks from the date of receipt of tenders from the Bank.
6.	Submission of variation orders.	Within a fortnight from the date of receipt of Bank's approval of the variation. In the case of variation costing less than Rs. 25,000/- or the amount authorized, as the case may be, within one week from the date of issue of instructions by the Consultant to the contractors.
7.	Other drawings, etc, if any.	Within a reasonable time making for the smooth running of the work.

FEE STRUCTURE FOR CONSULTANT / CONSULTANTS FOR PROJECTS**(a) For projects, up to Rs. 5.0 crores with supervision:**

Sr. No.		Projects Costing (In Rs.)		
		Up to 25 Lacs	25-100 Lacs	Above Rs.100 lacs to 5.0 Cr.
1	Building projects office or residential inclusive of structural design, services like water supply, sanitary, electrical, lift. A.C., fire fighting etc.	5.0 %	4.5 % subject to a min. fee of Rs.1.25 Lacs	4.0% subject to a minimum of Rs. 4.50 lacs
2	Repair works that are only involving examination of structural stability by employing structural consultants.	3.5%	3.5%	3.5%

(b) For projects costing up to Rs. 5.0 crores without supervision:

Sr. No.		Projects Costing (In Rs.)		
		Up to 25 Lacs	25-100 Lacs	100 lacs to 5.0 Cr.
1	Building projects office or residential inclusive of structural design, services like water supply, sanitary, electrical, lift. A.C., fire fighting etc.	4.0 %	3.5 % subject to a min. fee of Rs.1.00 Lacs	3.0% subject to a min. fee of Rs. 3.50 lacs
2	Repair works that are only involving examination of structural stability by employing structural consultants.	2.5%	2.5%	2.0% subject to a minimum of Rs .62,500/-

In case of repetitive jobs, one block will be paid at the full fees and the remaining blocks without stilts will be paid at 1.5% fees only.

THE SCALE OF FEES APPLICABLE FOR INTERIOR DECORATION, FURNISHING AND RENOVATION WORK (ID & F)

S.No	Cost of Works	Fee payable (Maximum)
A	Jobs costing up to Rs. 25 lacs	Max. 5% of the actual cost of the work
B	Jobs costing above Rs.25 lacs but below Rs.100 lacs	Max. 4.50 % of the actual cost of the work subject to the minimum of Rs. 1.25 lacs
C	Jobs costing above Rs.100 lacs but below Rs.250 lacs	Max. 3.50% of the actual cost of the work subject to the minimum of Rs. 4.50 lacs
D	Jobs costing above Rs.250 lacs but below Rs. 500 lacs	Max. 2.5% of the actual cost of the work subject to the minimum of Rs. 8.75 lacs