

**STATE BANK OF INDIA**  
**PREMISES & ESTATE DEPARTMENT, 3<sup>RD</sup> FLOOR, LOCAL HEAD OFFICE, HOSHANGABAD ROAD,**  
**BHOPAL - 462011**

**EMPANELMENT OF ELECTRICAL CONSULTANTS FOR BHOPAL CIRCLE**  
**(MADHYA PRADESH AND CHHATISGARH STATES)**

**TENDER ID- LHO/BHO/P&E/2023-24/15**

**Last date for submission of Applications: 05.03.2024**

**The Assistant General Manager (Premises & Estate Department)**  
**State Bank of India, Local Head Office,**  
**Hoshangabad Road, Arera Hills,**  
**Bhopal - 462011**

**B - NOTICE INVITING APPLICATION  
FOR EMPANELMENT OF ELECTRICAL  
CONSULTANT**

SBI, Premises & Estate Department, Local Head Office, Bhopal, invites applications for empanelment of Electrical consultant for project related Electrical, Air-conditioning, HVAC system, Lifts/ Networking, CCTV, fire alarm system, firefighting etc. **(Works up to Rs 100 lacs)** in the State Bank of India's offices / branches situated in the state of Madhya Pradesh & Chhatisgarh. Full details and format for submission of application forms can be downloaded from our website: [www.sbi.co.in](http://www.sbi.co.in) under procurement news. **The Consultant who are already there in the panel of SBI also should submit application for the empanelment afresh.** Duly completed applications in the prescribed format with required documents etc. should be submitted on or before due date 05.03.2024.

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

**(I) MINIMUM ELIGIBILITY CRITERIA:**

(Table – 'A')

SR. No.	Trade	Cate-gory	Eligibility Limit (Amount in Rupees)	*Similar Work Executed/Completed During Last 7 Years ending on 31.12.2023	**Average Turnover of Last 3 Years (Minimum)	Experi-ence of Firm
<b>Electrical Consultant</b> (providing consultancy services for resource assessment & preparation of DPR for implementation of electrical HT/LT work, substations, Air-Conditioning, HVAC, lift, DG set, renewable energy/ energy conservation projects/ Green building projects)		A1	Up to Rs.25 lakh	One work of Rs.20 lakh or Two works of Rs.12.5 lakh each or Three works of 10 lakh each	Rs.1.25 lakh	Mini-mum 7 Year-s
		A2	Above Rs. 25 Lakh and Up to Rs.50 lakh	One work of Rs.40 lakh or Two works of Rs.25 lakh each or Three works of 20 lakh each	Rs.2.25 lakh	Minimum 7 Years
		A3	Above 50 Lakh Up to Rs.100 lakh	One work of Rs.80 lakh or Two works of Rs.50 lakh each or Three works of 40 lakh each	Rs.4.50 lakh	

- A. (\*) Applicants should have experience in having successfully completed similar works of value as prescribed in table 'A' above for Government/ Semi-Government/ PSUs/ PSBs/ Financial Institutions/ reputed private/ multinational organization during the last 7 years ending on 31.12.2023. 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 31<sup>st</sup> March of last financial year i.e. 31.03.2023
- C. The educational Qualification and relevant experience of the consultants engaged by the Architect shall be as under.

**a. Electrical works: -**

- 1) Graduate Engineer in Electrical preferably with Electrical Supervisory license issued by MP/CG Electrical inspector or State Govt. Department and having 10 years of relevant experience in designing HT/LT installation. or
  - 2) Diploma Engineer in electrical preferably with Electrical Supervisory license issued by MP/CG Electrical inspector or State Govt. Department and having 15 years of relevant experience in designing HT/LT installation.
- D. The educational Qualification and relevant experience of the Electrical Consultants shall be as under.

The lead member/members of consultancy organization must possess preferably the following educational background. The association of the employees with organization for at least seven (7) years is necessary.

- They should have bachelor degree in Electrical from a reputed Institution or university or
- Master's degree in the field of renewable energy or any allied branch of electrical engineering from a reputed institution or university or
- Ph.D. in field of Renewable Energy / Energy Conservation/ any allied branch of electrical engineering from a reputed institution or university
- For the works related to Energy Conservation, Electrical safety audit, energy audit, consultancy organization should have well experienced team of engineers with BEE certified Energy Auditors/ Energy Managers.
- The electrical consultancy organization should have a valid registration issued by the competent authority. The firm must have been registered for the last three (3) years.
- Diploma Engineer in electrical preferably with Electrical Supervisory license issued by MP/CG Electrical inspector and having 15 years of

relevant experience in designing HT/LT installation (in house team employee associated with electrical consultant/ organization)

- E. The Electrical Consultant should preferably have in house team of Consultants/Engineers for carrying out the services such as Electrical, Air-conditioning, Lifts design, etc. In case the Architect/Electrical Consultant proposes to sublet these activities they should furnish the details of such Consultants having the above experience with prior permission of Bank required. After the Bank permission sublet is possible considering the fact & reason mentioned & educational requirements are to be furnished in “**Annexure – L**”.

**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 applicant applying for more than one category shall need to ensure that: -
- a. Shall fulfill the eligibility criteria for each category of the work individually and
  - b. Applicants mentioning more than one trade in the same applications shall be disqualified without notice. **Only one application shall be submitted for each trade under the eligible category.**
  - c. **Only relevant documents to be enclosed with the application considered.**
  - d. **Associates in the firm without fulfilling all eligibility criteria are not eligible to apply.**
- (ii) The Consultant empanelled by SBI in the past need to apply afresh, else they will not be considered for empanelment.
- (iii) 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/reputed MNCs during last 7 years ending on 31.12.2023 (as stipulated in table ‘A’).
- (iv) The applicant should be bona-fide resourceful and well experienced Architect/agency/firm registered / empanelled with Banks/ PWD/ CPWD/ MES/ RLY/ PSUs/ Insurance Companies/ Reputed Institutions/Reputed private firms & IT Companies.

- (v) The applicant should not have been disqualified / debarred / terminated on account of poor or unsatisfactory performance / blacklisted from any Government, Semi-government, PSU, Banks or any other organizations including any of the Offices/Branch of State Bank of India during last 7 years as on the date of publication of this notice. A suitable declaration to be submitted on the Letter Head of the Firm duly signed by the vendor/ Authorized Signatory. The application of disqualified/debarred/blacklisted/terminated agency/firm on account of poor or unsatisfactory performance shall be summarily rejected.
- (vi) The SBI may choose to 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.
- (vii) The performance of all the empanelled Consultant shall be reviewed by the SBI periodically and the Architects with unsatisfactory performance **without any valid reasons shall be removed from the panel. SBI decision in this regards is final.**
- (viii) The applicant should have sufficient number of technical and administrative employees for proper execution of the contract.
- (ix) Applicants shall read the enclosed draft agreement between the Bank and Architect, Fee structure and sign every page of the agreement as token of acceptance and submit along with application.
- (x) The applicant is required to furnish their PAN No, GST Registration details of firm etc. along with supporting documents.
- (xi) The applicant should have a registered office in Madhya Pradesh/ Chhatisgarh.
- (xii) Preference will be given to those Architects who have history of timely completion of works/projects taken up by them during the last 7 years (as on 31.12.2023). The Architects prone to delay the projects without valid reasons may be disqualified by the SBI within its sole discretion.

- (xiii) The panel of Architects/Consultant will be valid for three years from the date of constitution of such panel.
- (xiv) Applicant 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.
- (xv) For assessing the Annual Turnover of the last 3 years, Consultant 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.
- (xvi) The applicant shall agree to obtain the confidential report from the clients of the applicant Architects, to obtain credit opinion from the Bankers and to verify the work executed by the Architects. The applicant shall make necessary arrangements for the same.
- (xvii) All the pages of application shall be duly signed with stamp of firm by the Architects, else their application shall be summarily rejected.
- (xviii) 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 Architect 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 contain 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.
- (xix) The applicants are categorically advised to refrain from mentioning the remark “AS PER ATTACHEMENT/ENCLOSURES” in their applications and annexures to avoid rejection of their applications.
- (xx) 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 firm/agencies/parties shall download prescribed application form and other details from our website [www.sbi.co.in](http://www.sbi.co.in) [<link> SBI in the News](#) [<link> Show more](#) [<link> Empanelment of Electrical Consultant](#)

The application in the prescribed format with all supporting documents in sealed envelope and super scribed as **'APPLICATION FOR EMPANELMENT OF CONSULTANT IN BHOPAL CIRCLE FOR TRADE ..... & CATEGORY** ' shall be submitted at the office of The Assistant General Manager (Premises & Estate Deptt.), State Bank of India, Local Head Office Building, Hoshangabad Road, Bhopal – 462011 before the due date and time for receipt of application. Contact: Ph 0755-2575816. The application receive at this office by Reg. Post/Speed post/Courier/By hand with in the time frame i.e 05.03.2024 at 3:00 PM.

The prequalification criteria mentioned above are minimum, in each category. Thus, the empanelment of Architects in each category shall be considered by the SBI purely on merits, performance of the Architect in timely execution of the project with quality, verification of their credentials / inspection of work for quality, infrastructure feedback / confidential reports of the firms/applicant received from other employers etc. Hence, merely fulfilling the prescribed minimum prequalification criteria shall not entitle the Architect for their empanelment.

- IV. SBI reserves its right to empanel Architects/ Consultants as per its needs in each category & trade. The empanelment of Architect 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 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. SBI 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 Architects shall be published in Bank's website only. Therefore, applicants are requested to visit Bank's website regarding modifications/ corrigendum issued. Such amendments /corrigendum shall form part and parcel of the empanelment documents.

**Sd/-**

**Assistant General Manager (P&E)  
Bhopal Circle**

**APPLICATION FORM**  
**(Please strike-off which is not applicable)**

APPLIED FOR EMPANELMENT OF .....

TRADE: .....

**Separate application shall be submitted for each trade)**

CATEGORY: .....

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

**Willingness to Empanel for lower Categories: A1 / A2 / A3**

(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	<div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div>
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/empanelled 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’)	2020-21: Rs.....  2021-22 : Rs.....  2022-23 : Rs.....  <b>Average:</b> Rs.....

11	<b>Banker's Details</b> (i) Banker's Name: ..... (ii) Full Postal Address: ..... (iii) Telephone No.: ..... (iv) Account No.: ..... (v) Type of Account: .....	
13	<b>Registration with Government Authorities:</b> (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	<b>Whether last three years IT returns filed</b> (Please enclose certified copies of the I T return of 2020-21, 2021-22, 2022-23 (ENCLOSURE 'I')	
15	<b>Details of major works executed &amp; completed during last 7 years in Central Govt. /State Govt. /Financial Institutions/PSUs.</b>	Please fill up enclosed Annexure 'J' & enclose copies of work order and satisfactory completion certificates.
16	<b>Details of major works under execution in Central Govt./State Govt./Financial Institutions/PSUs/reputed MNCs.</b>	Please fill up enclosed Annexure 'K' & enclose copies of LOI /work order / agreement
17	<b>Details of Key Personnel Permanently employed.</b> (i) Technical Personnel ..... (ii) Other Personnel .....	(ANNEXURE 'L')   
18	<b>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.</b>	(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 Architects/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/ annexure.
- 3) I/We agree that the decision of SBI in selection of Consultant 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, and Banks including any of the Offices/Branch of State Bank of India 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 SBI 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 YEARS (ENDING AS ON 31.12.2023)**

(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 ex- tension 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:

1. 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.
3. The details of the consultants (In-house / External) shall be furnished in separate sheets.

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)*

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

Date:  
Place:

## **DRAFT AGREEMENT FORMAT**

STATE BANK OF INDIA, \_\_\_\_\_ AND

M/s.

TOWARDS CONSULTANCY **ELECTRICAL CONSULTANT** SERVICES FOR PROPOSED OF S.B.I.

This agreement made on .....day of -----  
between AGM/ DGM ( ), State Bank of India, -----(hereinafter called the Bank or SBI) which expression shall include the successors and assigns) of the one part and M/s. .... company / partnership for registered under the Indian Companies Act/ Partnership Act having its registered office.....through..... (hereinafter called 'the Electrical Consultant/ Architect 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 Electrical Consultants have been empaneled with the Bank since whereas the company / firm as Architects for the said building (hereinafter called the 'said works') and whereas the Architects have accepted the said appointment by their letter No..... dated..... Now, therefore, this agreement witness that the said M/s..... are hereby appointed Architects for construction of the said buildings above referred to on the following terms and conditions:

### **1. Consultant/Architect's Services:**

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

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

(b) After approval of the plans by the Bank, submitting the required drawings to the (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 Architects services),meticulously working out technical specifications, bills of quantities and detailed cost estimates after briefing and discussing the amenities and finishes being proposed broadly with the Bank. While the Architects would be given full scope to make suggestions in the best interest of the said works, the Architects shall amend / change the same suitably if so desired by the Bank. The Architects shall be responsible for inclusion of each and every item of the works/specifications required for completion of the project and the correctness of the quantities so as to ensure that variations are not beyond 5%either side between the actual quantities and the estimated quantities in exceptional / rare cases. The Architects shall get all these detailed drawings and cost estimates approved by the Bank after making necessary changes/ amendment etc. is so, desired by the Bank.
- (d) Drawing up detailed tender documents for the various trades, complete with the Articles of the agreement, special conditions of contracts, specifications, drawings, schedules of quantities, the SBI's standard PVA clauses, lists of various tests to be conducted by the contractors or got done through laboratories for materials, works at site etc., theoretical / standard cement consumption for various items of works, various insurance covers required, time and progress charts and any other material necessary for completing the tender documents and getting them approved by the Bank.
- (e) Preparing select list of contractors i.e. short listing of contractors after scrutinizing the applications received in response to the press notice for pre-qualification of contractors and inspection of some of the works, done by them with the approval of the Bank, inviting the tenders for various trades, preparing comparative statements and submitting the assessment reports and recommendations thereon to the Bank, assist the Bank to conduct negotiations with the contractors wherever necessary and after the Bank's decision on the tenders, preparing contract documents and getting those executed by the concerned contractors including 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 Architects and provided for in the contract agreement with the selected / appointed contractors for various disciplines of the said works, monitoring of the project, checking the materials / works, getting various tests for

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

- (f) Preparing landscape drawings & planting of saplings
- (g) Preparing for the use of the Bank, the contractors, PMC/ and the Site Engineers (if any) appointed by the Bank, six copies of the contract documents of various trades including all drawings, specifications and other particular such further details and drawings as are necessary for the proper execution of the said works.
- (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 Architects in any manner from those responsibilities. The role of the site Engineer/PMC will be as an Agent of the Bank employed for assist the Bank for efficient execution of the project at Site. The Architects will have right to oversee, differ with the site Engineer/PMC's opinion in regard to the quality, measurement, rates of part/ substituted/ extra items etc. without affecting the Bank's interest. However, in the event of any dispute arising out due to difference between the opinion of the site Engineer/PMC and the Architects, the decision of the Bank's shall be final and binding on the architects (and site Engineer/PMC as well).

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

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

- (j) Test-checking or cross checking of measurements of works at site if and wherever felt necessary on receipt of the bills from the site duly scrutinized and verified from the said Site Engineer / PMC of the Bank (if appointed, otherwise detailed measurements to be checked by the Architects), checking the contractor's bills, issuing certificates for payment and passing and certifying accounts so as to enable the Bank to make payments to the contractors and making adjustments of all accounts between the contractors and Bank. The Architects shall assume full responsibility of the entire project, the correctness of the detailed measurements, calculations and summing-up of net total under appropriate tender items and correctness of the payment certified by them. Time limit for verification and certification of bills by 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 Architects 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 Architects and not included in any of the items referred to above.

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

- a) The Architects shall submit to the Bank the sketch plans, detailed plans, cost estimates, tender documents etc. within the period stipulated in the schedule hereto annexed.
- b) The Architects shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such general

superintendence and inspection in regard to the said works as may be necessary to ensure that the work being executed by the contractors under day to day supervision of the site Engineer/PMC/ Resident's Architect Engineer is in accordance with the architectural working drawings and the finishes etc. as provided for by them. In the event of their finding out/ observing any deviations 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 architects shall be routed, without exception through the PMC if any site Engineer/PMC is engaged, so that if there is any point of difference or there is any genuine technical / administrative / contractual difficulty in following the architects' directions, the site Engineer/PMC can first talk to the architects and or to the Bank before the architects' letter/s reach to the contractors. Simultaneously, copies of all such correspondence with the PMC/ Contractors shall be sent to the Bank by the architects periodically.

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

- (c) During the preliminary stage, the Architects shall visit the site, collect all the relevant data, take site particulars, ascertain local authority's building bye-laws, prevailing prices for building materials and labour wages etc. and forward the same to the Bank also. The architects shall arrange, if required, for preparing a surveyed site plan and for necessary soil investigations like trial bores, or test pits, load bearing test or other soil tests as may be required and submit their report to the Bank. The cost of survey of site and carrying out soil investigations, various tests shall be borne by the Bank.
- (d) The Architects shall co-ordinate all his activities during the detailed planning and tendering stage and in case any Site Engineer/ PMC and other consultants are separately appointed by the Bank, the architects shall prepare a comprehensive programme of work in consultation with the Site Engineer/ PMC and other consultants as also the contractors, and arrange to have the work completed in an expeditious manner and in accordance with the programme drawn up. For this purpose the Architects shall attend the weekly / fortnightly joint meetings of the Bank, the Architects, 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 Architects and the Architects will oversee all these activities and follow up with the PMC or contractors, if any engaged by the Bank through their Resident Architect at site to ensure timely and quality work as provided in the agreement.

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

- (i) The Architects are supposed to ensure that the disputed / rejected works and the works not sanctioned by the Bank are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of the Bank, the rates quoted by them are not more than the reasonable in case of partly done / substituted / extra items and not more than tendered rates in case of completed tender items, various recoveries /deductions from the bills are properly effected, other recoveries made up to the last running bill in case of each contractor by the Bank to minimize further corrections at the Bank's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by the Bank to the contractors. The Architects shall be responsible for the corrections of the individual measurement, calculations etc. The Architect should also satisfy themselves through their Resident Architect that there is no duplication of the measurements and recording of the work done is under proper tender items. In case any PMC is engaged by the Bank to avoid delays in verification on this account, the Resident Architect/ Engineer or his assistant at the site may remain associated with the Site Engineer/ PMC and the concerned contractors at the time of joint measurements to satisfy himself about what work is being measured and under that tender items.
- (j) The Architects 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 architects shall take all necessary precautions and perform all their duties before and during the progress of the work to bring about completion of the work as may be entrusted to them including determining claims of the contractors due to fault or delay caused by them or their staff, on which question the decision of Bank, is final and binding on the Architects.
- (k) If the work of construction of any one or more of the civil engineering works or other works therein be substantially interrupted by force majeure or by reasons of any orders in writing issued by 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 Architects 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 Architects and their Junior staff/associates is as under:

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

**3. Termination of Agreement**

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

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

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

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

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

- (a) (i) The Bank shall pay to the Consultant /Architects as remuneration for the services to be rendered by the Architects in relation to the said works, and in particular for the services herein before mentioned, a fees calculated at the rate of .... percent (.....percent) the cost of the work as  
indicated in sub-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/ Architects shall not be paid any fees on the total value of such installations. Similarly no fee is payable on the cost of equipments for air- conditioning, lifts, computers etc., supply of which is directly arranged by the Bank.
- (c) The Consultant/Architects shall be paid fees referred to above in the manner laid down in clause 6 below, in respect of the preparation of plans, drawing up of estimates,

specifications

pre-qualification

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

**Method of payment: -**

**For Project costing below Rs.1.0 crore**

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

Sr. No.	Services to be recorded	Subject to clarifications under col fees payments	Up to stage total cumulative fees payments	Remarks/ Clarifications
(1)	(2)	(3)	(4)	(5)
(a)	After completion of sketch plans, 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 services & their approval by the Municipal	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 are received & approved by the Bank. 50% of the fees payable for this

	Corporation or other authorities & Pre-qualifications of contractors for main civil work (foundation as well as super structural)			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 1/2 (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 architects for the actual services rendered as per stages referred to in this clause and subject to other provisions about recoveries etc, as provided for elsewhere in this agreement.			



## **7. Visit to the Site**

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

## **8. Delays, Responsibility and Recoveries from fees**

- (a) If the 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 architects, the architects shall be liable to make good the losses to the Bank to an extent of the amount of liquidated damages disagreed by the contractors. Similarly, if the works done as per the architects' earlier given architectural / structural drawings are required to be the altered / demolished because of mistakes at the architects / their consultants and the architects shall be liable to bear the cost of the work required to be so altered / removed (including removal / alteration cost) unless the contractors agree to forgo the cost of said work. In the event the Architects fail to discharge their duties diligently and delays are caused due to their negligence or if they do not cooperate and the work is not completed within the time frame, they shall be liable to make good the damages suffered by the Bank without prejudiced to the Bank Bank's right to terminate the agreement and pay such fees, which is at discretion of the Bank, required to be paid at the time of termination.
- (b) In case any Site Engineer/ PMC or any consultant is engaged by the Bank, the architects shall, closely follow up and keep the account of the progress made and arrange to solve the bottle necks, if any, and clarify the doubts / details, if any required by the Site Engineer/ PMC / contractors through their Resident Architect/ Engineer and his assistants at site. If necessary, they should write to the Site Engineer/ PMC under advice to the Bank about time lag in the works and suggest improvements / course of action for PMC's consideration. Similarly, if the Site Engineer/ PMC is engaged, they will be authorized to write to the architects about their requirements like drawings, details, clarifications, discrepancies etc. if any, at architects end.
- (c) It is agreed by the Bank and the Architects that the total recoveries / adjustments on account of delays / mistakes except in case of structural failure, at architects' end and any other account from the architects fees shall not exceed 15% of their total fees for the entire project

including interior decoration work, foundation, compound development, landscaping etc. To protect their interest, the architects shall keep the matter on record and shall maintain file / register with the acknowledgements etc. for issue of drawings, clarifications / Bank in writing. However, in the event of any damage / loss caused to the Bank on account of structural failure due to defective structural design by the Architects and / or their structural consultants, the Architects shall be liable to make good fully such damages / loss to the Bank without any upper limit.

## **Additional terms & conditions**

### **1. Termination Clause**

- (a) SBI shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.
- (b) Without prejudice to what is contained hereinabove, the SBI shall, at its sole and absolute discretion, be entitled to terminate this agreement immediately by written notice without assigning any reason(s) and without payment of any compensation, if:
  - I. In the opinion of the SBI (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction. And/ or
  - II. The contractor commits a breach of any terms and conditions of this agreement. And /or
  - III. or any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement. And/or
  - IV. There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation. And/ or
  - V. If any receiver/ liquidator is appointed in connection with the business of contractor or contractor transfers substantial assets in favour of its creditors or any orders/directions are issued by any authority/regulator which has the effect of suspension of the business of the contractor. And/ or
  - VI. If Contractor applies to the court or passes a resolution of the voluntary winding up of or any other creditor/ person files a petition for winding up or dissolution of contractor. And/ or
  - VII. If any acts of commission or omission on the part of the contractor or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the bank tantamount to fraud or prejudicial to the interest of the society or its employee(s). And/ or
  - VIII. Any document, information, data or statement submitted by the contractor in response to tender, based on which the service provider was considered eligible or successful, is found to be false, incorrect or misleading. And/ or
  - IX. The Bank may, at any time, terminate the contract by giving written notice to the selected contractor, if the selected agency becomes bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the selected agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank. And/ or
  - X. The Contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in

- the contractor being debarred from participating in any other tender of the Bank. And/ or
- XI. For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement. And/ or
- XII. If any charge sheet is filed against the agency/company or the contractor is convicted by a criminal court on the grounds of moral turpitude.
- XIII. If the contract is terminated under any termination clause, the Contractor shall handover all documents/executable/Bank's data or any other relevant information to the bank in timely manner and in proper format as per scope of the Tender and shall also support the orderly transition to another vendor or to the Bank. And/ or
- XIV. The Bank's right to terminate the services will be in addition to the penalties/liquidated damages and other actions as deemed fit.
- (c) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise and the Bank shall be at liberty to rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.
- (d) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, SBI shall have the right to terminate the contract as aforementioned and rearrangethework through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

## **2. Disputes**

Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or breach, termination, invalidity or interpretations thereof shall lie within the jurisdiction of the District Court at Bhopal.

## **3. Indemnity**

Contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by him and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The contractor shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensations etc. if any as aforesaid. The Contractor's obligations with respect to indemnity will survive the expiry or termination of this agreement for whatever reason.

## **4. Confidentiality**

The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with

this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

#### **5.Labour Laws:**

The contractor shall strictly adhere to all prevailing/extant labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.

The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.

#### **6.Insurance:**

The contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the housekeeping services under these presents.

Contractor shall obtain adequate Insurance Policy in respect of his workmen engaged for the service towards meeting the Liability of Compensation arising out of death, injury / disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents

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**

<b>Sr. No.</b>	<b>Submission</b>	<b>Period</b>
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 Architects to the contractors.
7.	Other drawings, etc, if any.	Within a reasonable time making for the smooth running of the work.

## **FEE STRUCTURE FOR ARCHITECTS / CONSULTANTS FOR PROJECTS**

**(a) For projects, up to Rs. 1.00 crores with supervision:**

Sr. No.		Projects Costing (In Rs.)	
		Up to 25 Lacs	Above Rs.25-100 Lakh
1	Building projects office or residential inclusive of structural design, services like water supply, sanitary, electrical, lift. A.C., fire fighting etc.	5.0 %	4.50 % subject to a min. fee of Rs.1.25 lakh
2	Repair works that are only involving examination of structural stability by employing structural consultants.	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	20-100 Lacs
1	Building projects office or residential inclusive of structural design, services like water supply, sanitary, electrical, lift. A.C., firefighting etc.	4.0 %	3.5% subject to a min.fee of Rs.1.00 lakh
2	Repair works that are only involving examination of structural stability by employing structural consultants.	2.5%	2.5%

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)**

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. 4.5% subject to the minimum of Rs. 1.25 lakh