



**TENDER DOCUMENT** 

STATE BANK OF INDIA LOCAL HEAD OFFICE GUWAHATI

# INVITES TENDERS FOR APPOINTMENT OF ARCHITECT ON CONTRACT BASIS TECHNICAL BID FOR

SI. No.		Description					
(a)	Tender ID	P&E/2025-26/Architect Appointment/					
(b)	Tender Name	APPOINTMENT OF ARCHITECT WITH SUPERVISION ON CONTRACT BASIS FOR REFURBISHMENT WORK AT SPECIFIC SECTION OF 7 <sup>TH</sup> FLOOR, LHO GUWAHATI					
(c)	Ending Date of Tender (Technical Bid & Price Bid)	05.06.2025 up to 02:00 PM					
(d)	Opening of Price Bid	05.06.2025 at 03:00 PM					

The Architects/Consultants who are in the list of approved empanelled Architects/Consultants finalised in July 2023 by SBI, Local Head Office, Guwahati (North-eastern Circle) for the respective category of work i.e. for Interior projects (upto Rs. 1.00 Crore).

Note: i) Firm should possess valid digital signature for this e-tendering process.

ii) As the refurbishment work is urgent in nature and must be completed within the stipulated time. The firm should be ready to co-operate/supervise as per Bank's requirements, whenever needed.

ASSISTANT GENERAL MANAGER
Premises & Estate Department
3rd Floor, SBI Guwahati LHO Building,
P.O. Assam Sachivalaya,
Dispur-781006



#### **NOTICE INVITING TENDERS**

SBI LHO Guwahati invites e-Tendering system from the Architects who are in the list of approved empanelled as mentioned in Tender document attached herewith.

1.	Name & location of Work	:	APPOINTMENT OF ARCHITECT WITH SUPERVISION ON CONTRACT BASIS FOR REFURBISHMENT WORK AT SPECIFIC SECTION OF 7 <sup>TH</sup> FLOOR, LHO GUWAHATI
2.	Availability of tender documents	:	Tender documents will be issued to the eligible Architect/Consultant by the service provider M/s. Antares Systems Limited and also can be downloaded from the Bank's website <a href="https://www.sbi.co.in">www.sbi.co.in</a> under section 'Procurement news'.
3.	Technical Bid		The following Documents should be submitted in the Technical Bid in online mode i.e. the scanned copies of the following documents to M/s Antares System Ltd on or before 05.05.2025 upto 02:00 PM:-  (i) The Process Compliance Form as at Annexure-I (ii) The Letter of Undertaking as at Annexure-II  Duly filled, signed and stamped by the Bidder as token of acceptance of all the terms & conditions stipulated in this tender.  The Bidder, who failed to submit any of the above-mentioned documents, will be disqualified in Technical Bid and will not be allowed to participate in the Price Bid. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-Tendering Process.
4.	Price Bid	:	The Lowest Bidder will be finalized from the Price Bid submitted by the Architect/Consultant through on-line Price Bid (The details of the tendering process are indicated in "BUSINESS RULES FOR e-TENDERING". The Details of the events is as under:-  i) Submission of On-Line Price Bid: 05.06.2025 till 02:00 PM  The bidder should have valid digital signature for participation in e-Tendering Process.
5.	Opening of Price Bid	:	<b>05.06.2025</b> after completion of the time period of e-Tender.
6.	Validity of Tenders	:	For a period of 120 days from the date of opening of Price Bid.
7.	Deduction of Income Tax and GST	:	A) TDS on Income Tax/GST will be deducted at source as per Govt. Guidelines.



$\overline{}$	Tat/2020 Zo/Architect Appointment/20 dated 20.00.2020								
			B) The Architect/Consultant should comply with the following;						
			i. GST Registration Number						
			ii. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision						
			iii. In case of Correction in the bills after scrutiny, Architect/Consultant should submit fresh invoice for payment						
			iv. Timely filling of GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor.						
8.	Terms & mode of payment	:	As per Clause No :7						
9.	Contact details for any e-Tender related queries	:	Service provider Service Provider: M/s. Antares Systems Limited, Registered Office:#24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079, Karnataka. Ph.:080-49352000/40482000 Fax:080-49352034  Help Desk: 9073677150/9073677151/9073677152/033 46046611 Contact Persons: (On working days 9AM to 6PM)  1.Mr.KushalBose Mobile No.:+917686913157 e-Mail:kushal.b@antaressystems.com  You are requested to contract the agency for further guidance						
			on e-tendering process						
	Notes:								
a)	All Bidders are informed that, price be placed on the basis of closing pri		ding for the work will be through e-tendering method. Orders will by bidders in the "Price Bid.						
b)	The Bidders are expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required as per the Tender Documents or submission of bids not substantially responsive to the Tender Documents in every respect will be at the Bidders risk and shall result in rejection of the Tender.								
c)	considered on the next working day	at	e Price Bid is declared as a holiday, the respective date will be the same time. The bidder, who is the authorized representative pany/ Dealer/vendor, should have a valid digital signature						



d)	SBI reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.
e)	The Bidders are strongly advised to visit the site before submitting their Price Bid to make the work complete in all respects within the stipulated completion time.
f)	Corrigendum: (If any) is to be followed as published in Bank's portal >> SBI IN THE NEWS >> Procurement News.
	(For and on behalf of State Bank of India)  Assistant General Manager Premises & Estate Department 3rdFloor, A Block , Local Head Office, Guwahati



- 1. Scope of work: To render Architectural Consultancy Services with supervision for the refurbishment work of the following section at 7th floor "A" floor
  - a) CGM's cabin along with CGM secretariat having area 153 sqm.
  - b) VIP Canteen at 7th floor "A" block having area 73 sqm.
  - c) Conference Hall at 7th floor "B" block having area 110 sqm.
- 2. Layout of the aforesaid area to be planned as per Bank's requirement conforming to latest design for Civil (if necessary), Interior & Furniture work, Electrical work, Air-Conditioning work along with audio-visual system.
- **3.** Preparation of atleast three alternative layouts with 3D view and 3Dvideo/rendering for each section of work showing detail of Civil, Interior& Furniture, Electrical, Air-conditioning along with audio-visual drawings.
- **4.** Preparation of estimates with detail specification considering all the latest materials which are readily available in Guwahati for all the aforesaid work.
- **5.** Preparation of tender documents and finalization of material for all the works which are readily available in consultation with Bank.
- 6. Supervision of all the works.



#### 3. ARTICLE OF AGREEMENT AND ARCHITECT'S SERVICE

The 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.
- (b) After approval of the plans from the appropriate authority, preparing detailed architectural working drawings, making design calculations and drawings for all the relevant works, 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.
- (c) Drawing up detailed tender documents for the various works, complete with the Articles of the agreement, special conditions of contracts, specifications, drawings, schedules of quantities, lists of various tests to be conducted by the contractors or got done through laboratories for materials, works at site etc., various insurance covers required, time and progress charts and any other material necessary for completing the tender documents and getting them approved by the Bank.
- (d) Preparing contract documents and getting those executed by the concerned contractors including programme of work within the stipulated time frame.
- (e) Architect must depute a site Engineer/ 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, 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.
- (f) Assuring full responsibility of correctness of design and design for all services and installations and soundness of the construction according to the said designs and specifications.
- (g) Assuming full responsibility for the overall supervision and proper and timely execution of the said works by all the contractors, that may be engaged from time to time as defined in the conditions of engagement.
- (h) Submitting report to the Bank after verification of materials as Bank may specify and certifying the quantities utilized in the works.

## **OSBI**

#### P&E/2025-26/Architect Appointment/20 dated 28.05.2025

- 4. 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 covenant to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work being executed by the contractors under day to day supervision of the site Engineer/ Architect Engineer is in accordance with the architectural working drawings and the finishes etc. as provided for by them. In the event of their finding out/ observing any deviations therefrom, they shall immediately bring it to the notice of Bank and write to the contractors for the same. Simultaneously, copies of all such correspondence with the Contractors shall be sent to the Bank by the architects periodically. Architects' overall responsibility will continue during the defect liability period and they shall give a "No Objection Certificate" at the end of the defect liability period of twelve months ...... to the contractors 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. During the preliminary stage, the Architects shall visit the site, collect all the relevant data, take site particulars, 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
  - c) The Architects shall attend the weekly / fortnightly joint meetings of the Bank. The Architects will assist the Site Engineer to prepare joint minutes of the discussion / instructions at such meetings with a view to co-ordinate the work to avoid delays.
  - d) It is clarified that day to day supervision, programming of the works and coordination of various activities, quality control, measuring and recording the actual quantity of work, their correctness, ensuring that the work is being executed as per tender specifications and drawings, pointing out of any discrepancy therein forthwith to the contractors after taking the Bank into confidence will be responsibility of the Architects.
  - 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) The Architects shall engage (within the fees mentioned in clause 5 below) a qualified graduate Resident Architect/Engineer with not less than 5 years' experience or a diploma holder with not less than 8 years' experience for coordination and overall supervision on the site on day to day basis during the construction of the works subject to clarifications given above on all projects costing Rs. 3.0



crores or more. The cost of Rs. 3.0 crores will be the aggregate cost of various works awarded by the Architects under one single sanction / project.

- g) 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 firefighting installations, landscaping, interior works, audio-visual etc. to assist them in their works.
- h) The Architects shall pay an amount limited to 10% of the total payable fees to the Bank for adequate damages for losses caused to the Bank or delay on their part in carrying out the terms of this contract and the 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.
- (i) 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.

#### 5. 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) hereinabove.
  - (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) hereinabove.
    - (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.

#### 6. Transfer of Interests

- i) The Architects 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.

#### 7. Scale of Charges

- (a) The Bank shall pay to the 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 fee calculated at the rate of .... percent (.....percent) the cost of the work as indicated in sub-clause (c) of this clause plus service tax as applicable
- (b) If the Bank appoints independent consultant/s for the work pertaining to special installations like air-conditioning, lifts, wet-risers etc., the Architects shall not be paid any fees on the total value of such installations. Similarly, no fee is payable on the cost of equipment for air conditioning, lifts, computers etc., supply of which is directly arranged by the Bank.
- (c)The 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-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 subclause(a) above on the value of the actual executed works including variations due to increase or decrease in the scope of the work authorized by the Bank. The Bank shall have the liberty to omit, postpone or not to execute any work and the 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:-

Project costing below Rs.5.0 crore

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

Sr. No.	Services to be recorded Subject clarificat under co		Subject to clarifications under col	Remarks/ Clarifications				
		payments	fees payments					
(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 Corporation or other authorities & Pre qualifications of contractors for main civil work (foundation as well as super structural)	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 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 superstructure (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	1/4th (25%) of the total% of fees on total cost of related	3/4th (75%) of the total fees on total fees on total cost					



	P&E/2025-26/Architect	Appointment/20	dated 28.05.2025
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		. 41, 1010	20,711011110017	Appointment/20 dated 20.03.2023
	from time to time and paid by the Bank.	work.	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 / gas 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.	
(d3)	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.			

#### 8. 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.

#### 9. 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 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.

#### 10. Arbitration

- (i) Any dispute and items of disagreement arising between the Architects 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 Architects and Site Engineer / PMC as well.
- (ii) If any dispute, difference, or question shall at any time arise between the Architects and the Employer as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that state in (I) above or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works, except in respect of the matters for which it is provided herein, that the decision of the Employer is final and binding, the same shall be referred to the Arbitration for settlement of disputes and final decision of the arbitrator to be agreed upon and appointed by both the parties.
- (iii) For the purpose of appointing the (.........) based sole Arbitrator referred to above, the Appointing Authority i.e. the Chief General Manager of (......was local Head Office) of the Bank or on his behalf the Asst. General Manager (Premises),(.........)Local Head Office will send within thirty days of receipt by him of the written notice aforesaid to the Architects a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc.
- (iv) The Architects 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 Architects fail to communicate such selective as provided above within the period Specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.
- (v) If the Appointing Authority fails to send to the Architects the panel of three names as aforesaid within the period specified, the Architects shall send to the Appointing Authority a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. The Appointing Authority shall on receipt of the names of the aforesaid persons and appoint his as the sole Arbitrator within 30 days of receipt by him of the panel and inform the Architects accordingly. If the Appointing Authority fails to do so, the Architects shall be entitled to appoint one of the three persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.



- (vi) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment of vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.
- The work under the contract shall, however, continue during the Arbitration proceedings. No (vii) payment due or payable to the Architects shall be with-held on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.
- The Arbitrator shall be deemed to have entered on the reference on the date he issues notice (∨iii) to both the parties fixing the date of the first hearing.
- The Arbitrator may from time to time, with the consent of the parties, enlarge the time for (ix) making and publishing the award.
- The Arbitrator shall give a separate award in respect of each dispute or difference referred to (x) 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.
- The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and (xi) 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.

ln	witness	of	this	agreemen <sup>*</sup>	t, the	parties	hereto	o have	subscribe	ed thei	ir respective	e hands	hereto	and (	or c
dι	uplicate	he	reof	on the day	, mo	nth and	the y	ear her	ein abov	e first i	mentioned.	Signed	and de	livered	d by
W	ithin nan	ne .													

•	ay, month and the year h	re subscribed their respective hands hereto and or erein above first mentioned. Signed and delivered because
1.	2.	Signature of Managing Partner
Signed and delivered for an	d on behalf of The State Ba	ink of India by
1.		
2.		



#### **TIMELINES FOR COMPLETION OF MILESTONES:**

SI No.	Submission	Period
1	Submission of Detailed drawings/Isometric view/	Within 3 (three) days from the date of receipt of
	3d rendering showing all the details etc.	Bank 's approval of the sketch plans and
	complete in all respect for the project for	preliminary estimates.
	approval by the appropriate authority.	
2	Submission of Detailed estimates, complete in all	Within 3(three) days from the date of receipt of
	respect for the project.	plan approved by the local authority.
3	Preparation of draft tender documents complete	Within 2 (two) days from the date of receipt of
	in all respect.	Bank 's approval of Detailed estimates.
4	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.
5	Other drawings, etc. if any.	Within a reasonable time making for the smooth
		running of the work



**Form** 

Annexure- I

(The bidders are required to print this on their company's letter head and sign, stamp and send the scanned copy to Premises & Estate Department, LHO Guwahati through e-mail)

To Date:

M/s. Antares Systems Limited,

Registered Office: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore–560079,

Karnataka. Ph: 9674758719

e-Mail: kushal.b@antaressystems.com

Sub: Agreement to the Process related Terms and Conditions for the e-Tender for APPOINTMENT OF ARCHITECT WITH SUPERVISION ON CONTRACT BASIS FOR REFURBISHMENT WORK AT SPECIFIC SECTION OF 7<sup>TH</sup> FLOOR, LHO GUWAHATI

Dear Sir,

This has reference to the Terms & Conditions for "e-Tendering" This letter is to confirm that:

- 1. The undersigned is authorized representative of the company.
- 2. We have studied the all the terms & conditions specified in the tender, Commercial Terms and the Business rules governing the e-Tendering Process as mentioned in your letter and confirm our agreement to them.
- 3. We also confirm that we have taken the training on the E-Tendering tool and have understood the functionality of the same thoroughly.
- 4. We confirm that SBI and ASL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-Tendering event.
- 5. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 6. We also confirm that we will send the e-mail the price confirmation of our quoted price as per Annexure II and the format as requested by SBI/ ASL.
- 7. We, hereby confirm that we will honour the Bids placed by us during the e-Tendering process.
- 8. I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We will quote our price in the E-Tendering.

With regards

Signature with company seal
Date:
Name:
Company / Organization:
Designation within Company / Organization:
Address of Company / Organization:
Scan it and sent this document on agmpne.lhoguw@sbi.co.in



#### LETTER OF UNDERTAKING

Annexure- II

Assistant General Manager (P&E), SBI Local Head Office, Guwahati Assam-781006 email: agmpe.lhoguw@sbi.co.in

### TENDER NOTICE FOR APPOINTMENT OF ARCHITECT WITH SUPERVISION ON CONTRACT BASIS FOR REFURBISHMENT WORK AT SPECIFIC SECTION OF 7<sup>TH</sup> FLOOR, LHO GUWAHATI

#### Dear Sir.

We refer to your Tender Notice for the captioned project.

We have examined and clearly understood the scope of professional services to be rendered by us in respect of project. We have also taken into account all the contemplations furnished by SBI in this regard while submitting our proposal for your consideration.

Accordingly, we offer to provide our comprehensive professional services for the captioned project strictly in accordance with the Scope of work and detailed terms and conditions spelt out in this Tender.

While submitting this Bid, we certify that:

- 1. We have adequate experience in providing professional services for Planning, Designing and Supervision of all activities and services pertaining to the aforesaid project.
- 2. We are equipped with adequate technical expertise and Manpower to plan, design and supervise various activities pertaining to Civil, Plumbing, Electrical, Mechanical, HVAC, Firefighting, Access Control System, Security, BMS and all other services pertaining to the project.
- 3. We, further undertake that it will be our sole responsibility for submission of required design documents/drawings/papers to the competent authorities and carrying necessary liaison with them to procure all such permission within a reasonable time.
- 4. We understand that except approved professional fee, the SBI shall not be responsible for making any extra payment to us towards any of the professional and Liaison services pertaining to this project.
- 5. We also undertake that in case, we are unable (i) to deliver timely professional services in the project to deliver satisfactory pro-rata progress in the project, the SBI shall be at liberty to terminate our agreement at any stage of the project by giving 30 days" notice and no compensation shall be claimed by the us for the services rendered including compensation for the balance work.
- 6. Wherever, necessary, we undertake that we shall be engaging expert Architects/consultants to cater the requirement of specialized services for the project at our own cost within the professional fee approved by the SBI.
- 7. The undersigned is authorized to sign on behalf of the consultant and the necessary support document delegating this authority is enclosed to this letter.
- 8. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this Tender Notice.
- 9. We confirm that the Price bid pertaining to our Professional Fee for the project submitted by us have been arrived at without agreement with any other bidders of this Tender for the purpose of restricting competition.
- 10. The rate for Professional Fee quoted in the price Bids are as per the Tender Notice and subsequent clarifications/ modifications / revisions furnished by the SBI, without any exception. Moreover, our Fee approved shall remain firm and fixed till completion of entire project and we shall not raise any claim for any escalation/enhancement in the approved fee structure for the reasons whatsoever.
- 11. The Professional Fee quoted by us will not be disclosed to any other bidders responding to this Tender Notice.
- 12. We have not induced or attempted to induce any other bidders to submit or not to submit a Bid for restricting competition.
- 13. If our offer is accepted, we undertake to take up the project immediately and will render our professional services as per the timeline specified in this document.



- 14. We undertake that in competing for and (if the award is made to us) in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 15. It is further certified that the contents of our Bid are factually correct. We also undertake that in the event of any information / data / particulars proving to be incorrect at any stage, the SBI will have the right to terminate our services at any stage of the project without notice.
- 16. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the SBI to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. However, until such formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Moreover, we shall not withhold our professional services in the project for execution such formal agreement.

We hereby	undertake	and agree	to t	abide	by	all th	e terms	and	conditions	stipulated	by th	ne SBI	in	the	Tender
document.															

Name of Partners/Directors of our Firm:

i) ii) :::\

iii)

Yours faithfully

Signature: Designation:

Name of Partner/Director of the firm authorized to Sign or Name of person having power of attorney to sign the contract (Certified true copy of Power of Attorney should be attached) Signature and address of witness

a) Signature:

Name:

Address:

b) Signature:

Name:

Address:



#### Form of Tender

To

ASSISTANT GENERAL MANAGER PREMISES & ESTATE DEPARTMENT 3rd Floor, SBI Guwahati LHO Building, P.O. Assam Sachivalaya, Dispur-781006.

Dear Sir,

#### Re:

- 1. I/We refer to the tender notice issued by the Bank for above workat CAPTIONED SITE in connection with the above.
- 2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, conditions of contract, specifications, percentage offered price in the bill of quantities applicable for all the items uniformly.
- 3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to:
- a) Abide by and fulfil all the terms and provisions of the said conditions annexed hereto.
- b) Complete the works within stipulated duration as mentioned in the tender.
- 4. I/We have submitted Process Compliance form confirming our acceptance of all the tender terms & conditions stipulated in the tender.
- 5. I/We understand that you are not bound to accept the lowest or any tender you receive.
- 6. Name of Partners/Directors of our Firm:

i)

ii)

iii)

Yours faithfully

Signature: Designation:

Name of Partner/Director of the firm authorized to Sign or Name of person having power of attorney to sign the contract (Certified true copy of Power of Attorney should be attached) Signature and address of witness

a) Signature:Name:Address:b) Signature:

Name:

Nume.

Address:



#### PRICE BID

Name of work: APPOINTMENT OF ARCHITECT WITH SUPERVISION ON CONTRACT BASIS FOR REFURBISHMENT WORK AT SPECIFIC SECTION OF 7<sup>TH</sup> FLOOR, LHO GUWAHATI

Item No.	Description of items	Rate
1.	Sketch plan of the existing plot, Pre-design study, layout and service design, detailed architectural, structural & Civil, Interiors, electrical, Air-conditioning and plumbing design, audio-visual etc., 3d view and video, rendering video etc. preparation of detailed estimates, tender documents for construction purpose with assistance for contractor's selection for different works <i>including</i> supervision of work. The rate also includes travelling expenses that are required for proper monitoring of the project.	% of the project Cost

SIGNATURE OF THE CONSULTANT WITH SEAL

Place:	

Date: