

**STATE BANK OF BIKANER AND JAIPUR
REGION-IV, CHANDIGARH**

M/s-----

Sir,

**SELECTION OF AN INTERIOR DESIGNER /ARCHITECTS
FOR FACE LIFTING OF PROPOSED BRANCH PREMISES
: FARIDABAD (HARYANA) BRANCH PREMISES**

Bank intends to undertake face lifting work of Faridabad Branch premises . For providing technical services for the aforesaid work, sealed offers are invited in the **prescribed format (enclosed draft agreement)** from the Interior designer cum Architects who are enlisted in the panels of **L.H.O , SBI, Delhi/ Z.O., Chandigarh./Head office SBP OR Zonal office, SBBJ, Delhi.**

Each offer is to be submitted in the sealed cover super-scribed “ **SELECTION OF INTERIOR DESIGNER/ARCHITECTS FOR THE PROPOSED FACE LIFTING WORK OF FARIDABAD BRANCH PREMIES** ” .

The last date of submission of the offer is **3.00 p.m on 23.02.2009** and the received offers will be opened on the same day at **3.30 p.m** in the presence of the bidders .

The place where offer is to be submitted /dropped in the tender box – marked Region-IV, Chandigarh at 3 rd floor , SBBJ Zonal Office ,Shankar Road, Ahimsa Bhawan, New Rajendra Nagar ,New Delhi .

Details may be down loaded from the Bank's web - site (<http://www.sbbjbank.com>) as well as Govt's web-site (<http://www.tendergovt.in>) can also be obtained from the office of the undersigned.

ASSISTANT GENERAL MANAGER-IV, Chandigarh

स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
क्षेत्र-चतुर्थ, चंडीगढ़

मैसर्स—

शाखा फरीदाबाद(हरियाणा) शाखा परिसर के प्रस्तावित सौंदर्यीकरण कार्य हेतु आंतरिक साज-सज्जाकारों/वास्तुकारों के चयन हेतु निविदा आमंत्रण

हमारे नियंत्रणाधीन फरीदाबाद शाखा का सौंदर्यीकरण कार्य किया जाना प्रस्तावित है । उक्त कार्य के लिए तकनीकी सेवा हेतु बैंक के दिल्ली अंचल तथा भारतीय स्टेट बैंक, स्थानीय प्रधान कार्यालय दिल्ली अथवा अंचल कार्यालय चंडीगढ़, अथवा स्टेट बैंक ऑफ पटियाला, प्रधान कार्यालय, पटियाला के पैनल पर सूचीबद्ध आंतरिक साज-सज्जाकारों/वास्तुकारों से निविदाएं आमंत्रित की जाती है । इच्छुक पक्षकार निर्धारित प्रपत्र में (अनुबंध का प्रारूप संलग्न है) मोहरबंद निविदाएं आमंत्रित की जाती है ।

निविदाएं शाखा फरीदाबाद(हरियाणा) शाखा परिसर के प्रस्तावित सौंदर्यीकरण कार्य हेतु आंतरिक साज-सज्जाकारों/वास्तुकारों के चयन हेतु निविदा आमंत्रण लिखे मोहरबंद लिफाफे में भिजवाई जावे ।

निविदाएं दिनांक 23.02.2009 को दोपहर 3.00 बजे तक इस कार्यालय में जमा की जा सकती है । निविदाएं इस कार्यालय के तृतीय तल पर क्षेत्र-चतुर्थ, चंडीगढ़ लिखे निविदा बॉक्स में भी डाली जा सकती है । प्राप्त निविदाओं को उसी दिन दोपहर 3.30 बजे निविदाकर्ताओं की उपस्थिति में खोला जाएगा ।

निविदा संबंधी विस्तृत विवरण बैंक की वेबसाइट <http://www.sbbjbank.com> एवं सरकार की वेबसाइट <http://www.tendergovt.in> से डाउनलोड की जा सकती है ।

सहायक महाप्रबंधक
क्षेत्र चतुर्थ, चंडीगढ़

(FORMAT OF APPLICATION)

AGREEMENT WITH THE INTERIOR DESIGNER/ARCHITECTS (MODEL AGREEMENT)

THIS AGREEMENT made at -----the -----day of -----Two Thousand -----BETWEEN State Bank of Bikaner & Jaipur , a body Corporate constituted under the State Bank of India(Subsidiary Bank Act 1959)having its Head Office at Tilak Marg, Jaipur, hereinafter called “the Employer” of the ONE PART and-----
----- (Name and address of the Consultants) hereinafter called the Consultant” which includes its heir/successors of the OTHER PART. WHEREAS the Employer intends to undertake face lifting work of Faridabad Branch premises (hereinafter called “the Project”) and WHEREAS the Employer is desirous of appointing the Consultants for the purpose of designing the SAID WORK.

NOW THIS DEED WITNESSETH and the parties hereto hereby agree as follows :

1. The employer agrees to pay the Consultants as remuneration for the professional services to be rendered by the Consultants in relation to the said project particularly for the services hereinafter mentioned, a fee calculated at -----% , excluding service tax as applicable **(please quote the fees)** of the actual cost of work/accepted tender cost whichever is less. The said fee being hereinafter called as “Basic Fee”. In case there is an escalation in the actual project cost over the accepted tender cost, the payment to the Architect shall be worked out as below:
 - a) 100% of the Basic Fee on the accepted tender cost plus
 - b) 50% of the Basic Fee on the escalated cost over & above the accepted tender cost.
 - c) 50% fee will be payable for factory made bought out items.

Subject to a ceiling of 110% of the Basic Fee worked out on the accepted tender cost and stipulation given in para 1.1 below.

- 1.1 In case, the actual cost of work is more than the tendered cost as a result of authorised changes in the specification and/or quantities of the scheduled items or the operation of duly approved additional or substitute items, if any, such actual cost and not the accepted tender cost (without taking into account any escalation), will be considered as the cost on the basis of which basic fees will be worked out and the ceiling will also pertain to basic fees thus worked out.

2. The consultants shall take the Employer’s instruction, prepare sketch designs, make approximate estimate cost by cubic measurements or otherwise, prepare

drawings sufficient for making applications for work licenses to local authorities or for other approvals, prepare working drawings, prepare structural drawings if and as required, prepare specifications, prepare bills of quantities, and detailed estimate with rate analysis, prepare tender documents, advise on preparation of a panel of contractors to be invited for tendering, assist in obtaining tenders, advise on tenders received, prepare contract documents, nominate and instruct Service Consultants (if any), coordinate activities of all Consultants, prepare such further details and particulars as are necessary for the proper carrying out of the works, advise Employer on technical and financial implication of the deviation/amendments (if any), from the approved scheme and give general supervision, subject to stipulation of para 2.1 below.

Note :

- i) When the Architect is engaged for supervision as well his duties will include day to day supervision, measurement, quality control, variation management and complete project management of works as already defined in the duties/functions of Consultant mentioned in the IBA Guidelines.
 - ii) No deduction will be made from the Consultant's fee on account of liquidated damages or such other sums withheld from the payments due to the contractor.
3. For travel outside the Headquarters, the Consultants shall be paid as follows:
- (a) For Partners, Associates, Senior Architects and Consultants-----
as per entitlement of SMGS-IV officers of the Bank
 - (b) For other staff - as per entitlement of JMGS-I officers of the Bank
4. Apart from such copies of drawings as are required for submission to the local authorities as provided in clause 2, the Consultants will supply additional copies of drawings free of cost, as follows:
- i) Two sets of all drawings for contractors.
 - ii) Two sets of all drawings for clerk of works/site engineer.
 - iii) One set of all drawings for Service Consultants, if any,
 - iv) Two sets of all drawings and one set of completion drawings with all amendments incorporated, to the Employer.
 - v) The Consultants shall furnish a complete set of design calculation and drawings for the structural work and other items in the trade for record by the Bank, wherever the work involves structural addition and alteration as well.
 - vi) The Consultants shall furnish a completion plan of the building/structures including all services on completion of the project as the case may be, along with a complete set of design calculations

and structural drawings to form a permanent record for the Bank to be consulted in case of any future additions/alterations at a later stage.

The cost of supply copies of drawings over and above the sets mentioned above shall be reimbursed by the Employer to the Consultant.

5. The Employer shall pay to the Consultants their basic fee in the following manner :

Total Fee calculated -----% of the cost of work. Stages of payment will be as given below :

5.1 For Consultant with supervision responsibilities

i) On the approval of sketch design and preliminary estimates , preparation of required drawings and particulars for structural work, services etc. for applications to be made to Bank and Local Authorities for approval and processing the same, on approval of detailed architectural working drawings and structural/services drawings sufficient for preparing detailed estimates of cost , submission of 3-D view and approval of the samples by the Bank and approval of detailed estimates- 20%

ii) Preparation of tender documents, tender process and advising on tenders received – 40%.

iii) On award of job – 50%.

iv) For making periodic visits for inspection and quality surveillance preparing other details and drawings as may be required during execution along with variation contract to be paid progressively with execution of the work – 90%.

v) Issue of completion certificate and as-built drawings – 95%.

vi) At the end of Defect Liability period of contracts – 100%.

Note

- a) The fees as stated hereinabove will also be applicable to engineering services work that may be assigned to the consultant.
- b) The fees as stated hereinabove will be adjusted on the basis of the latest available estimated cost or if tenders have been received then on the lowest bona-fide tendered cost. For stage (v) onwards progressive payment will be made on the basis of cost of works done.

- c) The final installment of fees shall be adjusted on the basis of actual cost of works, subject to the stipulation and ceiling given in clause 1 herein before.
6. i) The Consultant shall give total supervision with complete execution responsibility, in case he is engaged for supervision as well as mentioned in para 2.1 before. In all other cases he shall give such periodical supervision and inspection as may be necessary to ensure that the works are being executed, generally in accordance with the contract.
 ii) The Consultants shall not make any material deviation, alteration, addition to or omission from the approved design without the knowledge and consent of the Employer.
 iii) The fees and charges payable to the Consultants is generally in accordance with the Scale of charges suggested by IBA. (50% fees is payable for bought out items/readymade items).
7. The Consultants shall engage qualified and competent/reputed Structural, Electrical, Water Supply & Plumbing and Air-Conditioning Consultants as required to assist them in the preparation of design and details for these services. The Service Consultants will be appointed with the approval of the Employer. The fees payable to these Consultants shall be borne by the Interior Consultant out of the fees received by them. The latter shall be however fully responsible for the design and soundness of the works of such Consultants and shall also co-ordinate the activities of various Consultants.
8. In case where the Consultants perform partial services for any reason, including the abandonment, deferment, substitution or omission of any project and/or works, or part thereof, and if the services of the Consultants are terminated, the charges payable in respect of the services performed shall be as follows:
9. In case of any dispute between the Consultant and PMC/any other agency, the matter shall be referred to the employer whose decision shall be final and binding on all parties.
10. In case it is established that due to fault of the Consultant the Bank has to pay any extra amount due to over-run of the Project, over measurements – faulty description of tender item or any other lapse on the part of the Consultant necessary recovery may be effected from the Consultant's fee as per provision of section 73 of Indian Contract Act 1872 under section 30 of Architects Act 1972 (Central Act No. 20 of 1972), besides Bank's taking recourse to proceed against the Consultant for recovery of the extra amount incurred by the Bank. The consultant's liability may be however limited to 10 per cent of the fees paid to him.
11. In the event of any dispute difference or question arising out of or touching or concerning this agreement or the execution of the project, the same shall be referred, at the option of either party (state name), to the arbitration of a sole Arbitrator

mutually agreed upon, and in default of such agreement both the parties shall appoint one arbitrator each and both the arbitrators shall appoint one presiding arbitrator (umpire). All the arbitrators shall be the fellows of the Indian Institute of Architects or the Institution of Engineers (India). The said arbitration proceeding shall be under the provision of the Indian Arbitration and Conciliation Act, 1996 together with any statutory modifications thereof. The award of the arbitrator(s) or umpire, as the case may be, shall be final and binding upon the parties.

12. This agreement can be terminated by either party on giving 3 months' notice normally. However, in exigent circumstances, the services of the Architect can be terminated by giving notice of lesser period.

13. Details of duties of Consultants will be as detailed in the IBA Construction Work Manual.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

Signed, and delivered by (Name of the Bank) by the hands of Shri -----
-----its -----and constituted attorney in the presence of

1.

2.

Signed and delivered by the hands of Shri -----partner of (Name of the Consultants) in the presence of

1.

2.

ANNEXURE – 1

<u>SCHEDULE</u>	<u>PERIOD</u>
1. Submission of Sketch Plans.	1. Within ONE week from the date of receipt of instructions from the Employer.
2. Submission of detailed drawings and detailed estimate complete in all respects	2. Within ONE weeks from the date of receipt of Employer's approval.
3. Submission of required drawings to the Municipal and other local authorities. 3- D VIEW, materials to be used, Detailed report of the project along-with brief specifications	3. Within ONE week from the date of receipt of the Employer's approval of the Sketch plans.
4. Submission of drawings and draft tender complete in all respects including the security equipment work, plumbing & sanitary installation work, electrical work, lift installation and air conditioning work.	4. Within ONE week from the date of receipt of Employer's approval
5. Submission of Architect's report on the various tenders.	5. Within 3-days from the date of receipt of the tenders from the Employer.
6. Submission of variation orders.	6. Within a fortnight from the date of receipt of Employer's approval of the variation. In the case of variations costing less than Rs. 10,000/- or the amount authorised as the case may be within one week from the date of issue of instructions by the Architects to contractors.
7. Other drawings etc.	7. Within a reasonable time making for the smooth running of the work.

Duties/Functions of Consultants

The Consultants shall render the following services in connection with the Bank's project :-

For Consultants with Supervision Responsibility

- a. Taking the employer's instructions, visiting the sites, preparing sketch designs which shall be in accordance with local governing codes/standards, regulations, etc.(including carrying out necessary revision til the sketch designs are finally approved by the employer), making approximate estimate of cost by cubic measurements, square meter or otherwise and preparing reports on the scheme so as to enable the employer to take a decision on the sketch designs.
- b. Submitting a proper PERTCHART/Bar Chart incorporating all the activities required for the completion of the project well in time, preparation of working drawings, structural drawings, detailed drawings, calling tender etc. The program should also include various steps of services to be done by the Consultants in co-ordination with the Architect.
- c. Submitting required drawings to local authorities and obtain their approval, If and wherever required.
- d. Designing and preparing detailed working drawings for all works including services and along with calculations as and wherever required, and detailed estimates and specification along with Bill of Quantities.
- e. Preparing pre-qualification documents
- f . Preparing detailed tender documents for various trades viz. general builders work and specialist services such as water supply and sanitary installation electrical installation etc. complete with articles of agreement, special conditions, conditions of contract, specification, bill of quantities, including detailed analysis of rates based on market rates, time and progress charts, etc.
- g. Preparing tender notices for issue by bank or inviting tenders from prequalified shortlisted parties on behalf of bank, as the case may be for all trades and submitting assessment reports thereon together with recommendations specifying abnormally high and low rated items. Preparing contract document for all trades and getting them executed by the concerned contractors.

The assessment report shall be based on proper analysis of rates with constants from an approved Standard Book and market rates of materials and labour for major items of woks costing about 60% of the estimated cost of work.

All commercial conditions shall be evacuated in financial terms instead of merely saying whether a condition may be accepted or not.

When conditions are not susceptible of evaluations, the alternative procedure of calling all the tenderers for negotiation by asking them to submit a financed based on set of common terms and conditions acceptable to the bank may be adopted.

h. Preparing for the use of the employer, the contractor and site staff, 4 copies of contract documents for all traces including all drawing, specifications, and other particulars. Preparing such further details and drawings as are necessary for proper execution of the works.

i. Assuming full responsibility for supervision and proper execution of all works by General and Specialist Contractors who are engaged from time to time, including control over quantities during further execution to restrict variation, if any, to the minimum.

J. No deviations or substitutions should be authorized the Consultant with out working out the financial implication, if any, to the contractor and obtaining approval of the Bank. However, where times does not permit and where it is expedient the Consultant may take decisions on behalf of the Bank, the total cost of the item/deviation of which should not exceed Rs. 10,000/-. This deviation shall be not subsequently rattled from the Bank duly justifying his action at the earliest.

k. Working out theoretical requirement and actual consumption of cement, steel and any other material, if and as specified in the tender, on a regular basis for each bill.

l. Assuming the employer in appointing a contractual/temporary site engineer for day to day supervision and measurement of works if and wherever required, and render technique guidance to the site engineer as required.

m. Checking measurements of works at site. Checking contractor's bills, issuing periodical certificates for payments, and casing and certifying accounts, so as to enable the employer to make payments to the contractors and adjustments of accounts between the contractors and the employer. Consultant shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Architect to check the measurements of various items.

Certified that the various items of work in this-----running bill final bill by the contractors-----have been completed to the order claimed and appropriate rates and that the items are in accordance with and fully conforming to the standard prescribed specifications ad drawings. We further certify that we have checked the measurements of various items as necessary claimed in this bill. Hence the bill is recommended for payment of Rs.-----

Signature of the Architect

Date-----

The Architects shall endorse the above certification in the relevant Measurements Books also.

n. Submitting a detailed account of steel, cement and/or any other material that the employer may specify and certifying the quantities utilized in the works.

o. Obtaining permission from local authorities for facilities and services as a result of addition, alteration and modification wherever required, if the main Architect or client had not obtained the same earlier by the main architect or client.

P. Certify after test/commissioning/final inspection and check as the case may be the completion of the work and/or satisfactory functioning of the system in services and utilities, as the case may be.

q. On completion of the work/satisfactory functioning of the service system and certification of completion/satisfactory commissioning prepare and supply four sets of as-built drawings with relevant calculations of the design/engineering for the records of the employer. The Consultants shall verify and confirm that identification marks are made on the all services installation/cables/wiring, etc. as the case may be, to carry out future additions/alterations/maintenance jobs.

r. The Consultant shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over from occupation to the employer.

s. The Consultant shall assist the Bank in all arbitration proceedings between the contractors and the Bank and also defend the Bank in such proceedings.

t. Wherever the work involves any structural additions/alterations, the Consultants shall furnish one complete set of structural design, calculations and structural designs for the Banks records.

u. Any other services connected with the works usually and normally rendered by the Architects but not referred to herein above.