

Tender Ref No: HO/FM/115/213

Date: 28/12/2023

**“NOTICE INVITING TENDER FOR SELECTION  
OF ELECTRICAL CONSULTANT FOR  
RENDERING PROFESSIONAL SERVICE FOR  
PROPOSED MODERNIZATION /  
UPGRADATION OF ELECTRICAL SYSTEM AT  
SURAJ PLAZA-I PREMISES, VADODARA.”**

**VOLUME – I**

**PRE-QUALIFICATION CUM ELIGIBILITY  
CRITERIA, GENERAL TERMS AND  
CONDITIONS**

**&**

**VOLUME – II**

**PRICE BID**

Tender Start Date	28/12/2023
Pre Bid Meeting	12/01/2024
Last date of Submission of Bid	18/01/2024

## VOLUME – I

# PRE-QUALIFICATION CUM ELIGIBILITY CRITERIA, GENERAL TERMS AND CONDITIONS

**SECTION A**

**NOTICE INVITING TENDER FOR SELECTION OF ELECTRICAL CONSULTANT FOR RENDERING PROFESSIONAL SERVICE FOR PROPOSED MODERNIZATION / UPGRADATION OF ELECTRICAL SYSTEM AT SURAJ PLAZA-I PREMISES, SAYAJIGANJ, VADODARA, GUJARAT 390007.**

<b>Schedule of Tender</b>		
A.1	Tender No.	BB/FM/115/213
A.2	Date of viewing Tender	28/12/2023
A.3	Last Date of submission of Tender (Technical Bid and Commercial Bid)	18/01/2024 & 1500 hrs IST
A.4	Date & time of opening of Part-I - Technical Bid	18/01/2024 & 1530 hrs IST
A.5	Date & time of opening of Part-II - Commercial Bid	Date of opening of Part II i.e. Price bid / Commercial bid shall be informed separately.
A.6	Address for submission of bids (Technical as well as Commercial bids)	The Chief Manager, (FM), Bank of Baroda, Head Office, Baroda Bhavan, R.C. Dutt Road, Alkapuri, Vadodara, Gujarat 390007.
A.7	Address for opening of bids	Bank of Baroda, Head Office, Baroda Bhavan, R.C. Dutt Road, Alkapuri, Vadodara, Gujarat 390007.
A.8	Name & Contact Details	<ol style="list-style-type: none"> <li>1. Nishant P. Kawade (Chief Manager - Electrical)</li> <li>2. Mandeep Kaur (Chief Manager - Arch)</li> <li>3. Yogesh R Sonawane Sr. Manager (Technical)</li> </ol>
		Ph. 0265-2316597/13 Email- pe.bcc@bankofbaroda.co.in

**SECTION B**

**IMPORTANT INSTRUCTIONS FOR Tendering**

B.1	Important instructions for Tendering
	<ul style="list-style-type: none"> <li>• Bidders are requested to read the terms &amp; conditions of this tender before submitting their tenders.</li> <li>• Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender process for opening of Commercial bid.</li> <li>• The intending bidders are required to submit their offer physically at following address: The Chief Manager, (FM), Bank of Baroda, Head Office, Baroda Bhavan, R.C. Dutt Road, Alkapuri, Vadodara, Gujarat 390007.</li> <li>• All the terms and conditions shall be as per NIT reference no. BB/FM/115/213 available on Bank's website.</li> </ul>
B.3	Bid Submitting & Opening
	<ul style="list-style-type: none"> <li>• Part I Technical bid will be opened on specified date and time as given in the tender. Bidder(s) can witness of opening of bid at Bank of Baroda, Head Office, Baroda Bhavan, R.C. Dutt Road, Alkapuri, Vadodara, Gujarat 390007.</li> <li>• Part II Commercial bid will be opened only those bidder(s) who's Part-I Technical Bid is found to be acceptable by Bank of Baroda. Such bidder(s) will be intimated date of opening of Part-II Commercial bid, through valid email confirmed by them.</li> <li>• All entries in the tender should be entered in Technical &amp; Commercial Formats without any ambiguity.</li> <li>• All notices /corrigendum and correspondence to the registered bidder(s) shall be published on Bank's website only.</li> </ul>
B.4	Opening of Technical Bids
	The Technical Bids will be opened in the presence of Bank's authorized committee. The representatives of the bidders may remain present during the opening of Technical bids. No separate intimation will be given to the bidders in this regard.
B.5	Evaluation of Technical Bids
	<p>Technical Bids will be evaluated on the basis of fulfilling Bidders Profile Details and compliance to Eligibility criteria, Technical specification, other terms and conditions stipulated in the tender document. Commercial Bids of only those bidders who qualify in the technical evaluation / demonstration, based on the criteria laid down hereinabove, will be opened.</p> <p>The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.</p>
B.6	Evaluation of Commercial Bids
	<p>After the technical evaluation of the tenders, the price/commercial bid of only technically qualified bidders (as per the criteria mentioned hereinabove) shall be considered for price bid evaluation. The Bank reserves its right to seek and obtain substantiating data from the bidders for verification of the credentials submitted. The Date of opening of Price Bid shall be advised separately to all technically qualified bidders. Lowest quoted bidder (L-1) shall be awarded work subject to satisfying terms and conditions of tender.</p>

**BANK OF BARODA INVITES SEALED TENDERS FOR SELECTION OF ELECTRICAL CONSULTANT FOR RENDERING PROFESSIONAL SERVICE FOR PROPOSED MODERNIZATION / UPGRADATION OF ELECTRICAL SYSTEM AT SURAJ PLAZA-I PREMISES, VADODARA, GUJARAT.**

Sr. No.	Name of work	Approx. Cost (Rs.)
1	<b>MODERNIZATION / UPGRADATION OF ELECTRICAL SYSTEM AT SURAJ PLAZA-I PREMISES, VADODARA, GUJARAT.</b>	1.38 Crores

The above Project of Bank of Baroda office at Suraj Plaza-I premises, Sayajiganj, Vadodara consists of Basement + Ground floor + 10 Upper Floor + 1 covered terrace. Total approximate area is 57,500.00 Sq. Ft. and shall include following services:

1. Preparation of layouts and drawings as per Bank's requirement.
2. Preparation of detailed estimate & tender document.
3. Evaluation of tender for appointment of contractor/s.
4. Carrying out regular supervision
5. Verification of Bills.
6. Liasioning and obtaining permission/approvals from local authorities.

Electrical Consultant will be responsible for rendering professional services for above work in compliance with rules applicable to the local area and regulations of statutory/local authorities and Bank's guidelines.

Electrical Consultant /Firm who fulfill the following minimum pre- qualifying / mandatory eligibility criterions need only apply:

- Average Annual financial turnover of the firm during the last -3- years ending 31<sup>st</sup> March, 2023, should be at least Rs. 2.0 Lacs. Supported with audited balance sheets.
- Experience of having successfully completed similar works / job in high rise building i.e. Office building, Commercial building, Institutional building, electrical consulting work mentioned hereinabove for Public Sector Undertaking, Govt. Project or Corporate Sector, Banks etc. during last – 7 years. (Please Specify)
  - Three similar completed works each costing not less than Rs. 55.20 Lacs.  
OR
  - Two similar completed works each costing not less than Rs. 69.00 Lacs  
OR
  - One similar completed work costing not less than Rs. 110.40 Lacs.
- Having sufficient number of experienced personnel, technical know-how, construction equipment & machinery and should be able to arrange for Autocad and 3D drawings facilities with all modern accessories, printers, and authorize software.

Note:

- i. Applications by those firms who do not submit Performance Certificates from their previous employers /clients shall be liable to be summarily rejected.
- ii. The proposed work shall be executed by bidder and not as Joint Venture, tie-ups etc.

Duly filled & signed application /offers shall be submitted in two bid system in the following manner:

<b>Envelope - A</b>	Duly sealed cover super scribed as <b>“TECHNICAL BID – APPLICATION/OFFER FOR SELECTION OF ELECTRICAL CONSULTANT FOR RENDERING PROFESSIONAL SERVICE FOR PROPOSED MODERNIZATION / UPGRADATION OF ELECTRICAL SYSTEM AT SURAJ PLAZA-I PREMISES, VADODARA, GUJARAT.”</b> shall contain only technical data along with Basic Information, Proforma-1 to Proforma-4 along with the supporting documents, Draft agreement along with Annexures I & II. <b>No reference is to be made to the financial aspects of the offer failing which the offers shall be liable to be summarily rejected</b>
<b>Envelope - B</b>	Duly sealed cover super scribed as <b>“PRICE BID – APPLICATION/OFFER FOR SELECTION OF ELECTRICAL CONSULTANT FOR RENDERING PROFESSIONAL SERVICE FOR PROPOSED MODERNIZATION / UPGRADATION OF ELECTRICAL SYSTEM AT SURAJ PLAZA-I PREMISES, VADODARA, GUJARAT”</b> shall contain <b>only Price Bid (Section-I Part-II)</b>
Both the sealed covers shall then be put into one single cover and sealed duly super scribing <b>“APPLICATION/OFFER FOR SELECTION OF ELECTRICAL CONSULTANT FOR RENDERING PROFESSIONAL SERVICE FOR PROPOSED MODERNIZATION / UPGRADATION OF ELECTRICAL SYSTEM AT SURAJ PLAZA-I PREMISES, VADODARA, GUJARAT”</b> addressed and submitted / drop in the tender box placed at ground floor at the following address on or before 18/01/2024 upto 1500 hrs.	

**The Chief Manager  
Bank of Baroda,  
Facilities Management Department  
5<sup>th</sup> Floor, Baroda Bhavan,  
R.C. Dutt Road, Alakpuri,  
Baroda – 390007.**

Prequalification and Final selection of Electrical Consultant will be the ultimate choice of Bank. The Bank reserves the right to accept or reject any or all the applications without assigning any reasons whatsoever.

The **Envelop ‘A’** shall be opened in presence of tenderers or their authorized representatives should they choose to be present.

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## BASIC INFORMATION

1	a) Name of the applicant / organization b) Address of the Registered Office c) Address of office, if any (with Phone Nos. & Email ID)	
2	Year of establishment	
3	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) ( Enclose certified copies of documents as evidence)	
4	Name & qualification of the Proprietor / Partners / Directors of the Organization / Firm a) b) c) Enclose certified copies of document as evidence	
5	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number. Enclose certified copies of document as evidence	
6	Whether registered with Government / Semi – Government / Municipal Authorities of any other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)	
7	Details of Registrations with : 1) Institution of Engineers(India) (with year of Registration /class/validity) (Enclose certified copies of documents as evidence).	
7A	No. of years of experience in the field.(As per the supporting Documents)	
8	Address of local office through which the proposed work of the Bank will be handled and the Name & Designation of officer in charge.	
9	Yearly turnover of the organization during last 3 years (year wise) 2020-2021 2021-2022 2022-2023 Avg Annual Turnover:	
10	Solvency certificate from a Bank to be enclosed for indicating satisfactory financial capacity of the or organization (Min Rs 2 Lakh)	1. Name of Bank / Branch 2. Solvent for Rs. 3. Date of issue.
11	Enclose copy of latest income tax clearance certificate. OR Copy of IT Return Uploaded to IT Dept. duly signed by CA	

12	PAN No.	
13	Details of registration for payment for GST	
14	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation. Give name of court, place, status of pending litigation.	Attach a separate sheet if required.
15	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
16	Reasonable presence/local address of the Consultant:	
17	References with Address & Telephone Numbers of two persons, Email (Engineers, or top officials of an organization) for whom you have executed similar works, who may be directly contacted by the Bank about the ability, competence or capability of your organization.	
	<ul style="list-style-type: none"> <li>• Experience of having successfully completed similar works / job i.e. Office building, Commercial building, Institutional building, electrical consulting work mentioned hereinabove for Public Sector Undertaking, Govt. Project or Corporate Sector, Banks etc. during last – 7 years.(Please Specify)</li> <li>A) Three similar completed works each costing not less than Rs. 55.20 Lacs.</li> <li>OR</li> <li>B) Two similar completed works each costing not less than Rs. 69.00 Lacs</li> <li>OR</li> <li>C) One similar completed work costing not less than Rs. 110.40 Lacs.</li> </ul>	



**Instructions to the Applicants for furnishing information as a part of application for pre-qualification.**

1. Intending Applicants are required to submit their applications with full bio-data giving details about their organization, experience, technical personnel (Electrical Drawings) in their organization, competence and adequate evidence of their financial standing etc. in the enclosed form which will be kept confidential.
2. While deciding upon the pre-qualifications cum selection of Electrical Consultant, emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close co-ordination with Bank.
3. Decision of the Bank in regard to selection of Electrical Consultant solely on past experience and successful completion of the projects earlier without any litigation with the client. The Bank is not bound to assign any reason for acceptance / rejection of any applications.
4. Each page of the application shall be signed. The application shall be signed by persons / persons on behalf of the organization having necessary authorization / Power of Attorney to do so. (Certified copies to be enclosed)
5. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part of the proforma and serial number. Separate sheets shall be used for each part. However, the format shall be as per proforma.
6. Applications containing false incomplete and /or inadequate information are liable to be rejected. Also mere fulfillment of eligibility criteria does not guarantees selection.
7. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall include those works only which are individually costing not less than Rs. 55.20 Lacs. (Rs. Fifty Five Lakh Twenty Thousand only) shown hereinabove.

**Clarification, if any, may be obtained on or before two days prior to the scheduled date of submission from the office of:**

The Chief Manager, Bank of Baroda, Facilities Management Department, 5<sup>th</sup> Floor, Baroda Bhavan, R.C Dutt Road, Alkapuri, Vadodara– 390007.

Contact Person :

1. Nishant P. Kawade  
(Chief Manager - Electrical)
2. Mandeep Kaur  
(Chief Manager - Arch)
3. Yogesh R Sonawane  
Sr. Manager (Technical)

Ph. 0265-2316597/13

Email- pe.bcc@bankofbaroda.co.in

8. Canvassing in any form in connection with pre-qualification is strictly prohibited and the application of such persons / organizations that resort to canvassing and / or undue means will be liable to rejection.
9. The applications which are received after due date and time are liable to be rejected.
10. Bank reserves the right to reject any all the applications without assigning any reasons whatsoever therefore.
11. Addendum/Corrigendum to the tender document may be issued if required to clarify documents or to reflect modifications to the design or contract terms.

**Each addendum/Corrigendum issued by the Bank will be displayed on the Bank's website only, referred to hereinabove. All addendum/corrigendum have to be submitted along with the tender document duly signed as a token of acceptance of the same. All addendum/corrigendum issued by the Bank shall become part of Tender Documents. Bidders are requested to visit the tender section of Bank's website for issuance of addendum/corrigendum prior to the scheduled date of submission.**

12. Disputes, if any, shall be subject to the jurisdiction of courts in Vadodara only.

Signature of the Applicant  
Address & Seal

## DETAILS OF ORGANISATIONAL STRUCTURE

1	<p><b>Details of In-house Technicians</b></p> <ol style="list-style-type: none"> <li>1. With more than 15 years' experience in similar works</li> <li>2. With more than 5 year's experience in similar works</li> </ol>	
2	<p><b>Details of Qualified In-house Electrical Engineers</b></p> <ol style="list-style-type: none"> <li>1. With more than 15 year's experience</li> <li>2. With less than 15 year's experience</li> </ol>	
3	<p><b>Details of Qualified In-house Electrical Engineers, with details of experience in similar works</b></p> <p>For Office work (Quantify surveying, Co-ordination, Bill Certification etc.)</p> <ol style="list-style-type: none"> <li>1.with more than 15 years experience</li> <li>2.with less than 5 years experience</li> </ol> <p>For Site work (For site visits supervision of works, co-ordination etc.)</p> <ol style="list-style-type: none"> <li>1.with more than 15 years' experience</li> <li>2.with less than 15 years' experience</li> </ol>	
4	<p>If the applicant have existing association/collaboration or likely to form a consortium of/ with other Consulting Engineers the details of the intended set up shall be given along with details of technical staff similar lines the activities from 2 to 7 the details to be given along with the details of the firm they intend to collaborate</p>	

**Proforma 1**

**Work capability and previous experience**

a) List of Projects executed by the organization during the last 7 years (as of 30/11/2023) costing Rs. 55.20 lacs and above, Similar type of work.

Sr. No	Name of the project & location.	Name & full postal address of the owner. whether Govt. under taking & contact person	Contract Amount (Rs.) for consulting work only with copy of Work Order & completion certificate from project in- charge.	Completion Period as Stipulated (Year)	Completion Period Actual (Year) of completion	Any other relevant information. Actual amount of the Project, if increased, give reasons.	Specify whether for Govt of India undertaking.
1	2	3	4	5	6	7	8

Notes :

- Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".

**Proforma 2**

**Work capability and details of works in hand.**

B) List of important works ON HAND costing Rs. 55.20 lacs and above for Electrical Consultancy work.

Sr. No	Name of the project & location.	Name & full postal address of the owner. Also indicate whether Govt. Semi-Govt. Private body or Financial Institution with full postal address & details of contact person of the owner.	Contract Amount (Rs.) for Consultancy work only with copy of Work Order	Completion Period Stipulated (Year)	Actual (Year) of completion	Any other relevant information.
1	2	3	4	5	6	8

Notes :

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".

**Proforma 3**

**Technical Personnel and Similar Experience.**

**Details of technical personnel, giving details about their technical qualification & experience including that in your establishment.**

Sr. No	Name	Age	Qualification	Experience	Nature of works handled	Name of the projects handled costing over Rs. 290 lacs	Date from which employed in your organization.	Indicate details of experience for similar projects.
1	2	3	4	5	6	7	8	9

Notes :

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".
2. Indicate other points, if any, to show your technical and managerial competency to indicate any important point in your favour.

**Proforma- 4**  
**Details of Infrastructure in Office**

<b>Sr. No.</b>	<b>Item</b>	<b>Number</b>	<b>Details</b>
1	Office premises, Area etc.		
2	Fax Machine		
3	Telephone		
4	Other instruments		
5	Authorized Software Used for planning, estimating, execution, supervision, etc.		
6	Reference Book used for estimates/Rate analysis etc.		
7	Subscription to magazines, journals, institutional technical nature		
8	Any other Information		

## **DISCLAIMER**

The information is provided to prospective tenderer having Registered Branch Office in State of Gujarat, who intend to participate in bidding process TO CARRY OUT MODERNIZATION / UPGRADATION OF ELECTRICAL SYSTEM AT SURAJ PLAZA-I PREMISES, VADODARA, for Bank of Baroda for which this tender has been issued, as per the terms and conditions set out in this tender and any other terms and conditions related to such information.

This tender is neither an agreement nor an offer and the purpose of this Tender/ Request for Proposal (RFP) is to provide the Bidder(s) with information to assist the formulation of their proposals. The RFP does not claim to contain all the information each Bidder may require. While Bank has taken due care in the preparation of the information contained herein, it does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries/analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/clarifications. They should not rely solely on the information contained in the blank tender documents / forms. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The Bank is not responsible if no due diligence is performed by the Respondents.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rule or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way for participation in this Bid stage.

Bank of Baroda reserves the right to alter, amend, update or supplement the information reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline bids without assigning any reason thereof.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery, fees, expenses associated with any demonstrations or presentations which may be required by Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.



## SCOPE OF WORK AND DUTIES & RESPONSIBILITIES OF THE ELECTRICAL CONSULTANT

The scope of work of electrical consultant shall include following focused areas with optimum utilization of space at Suraj Plaza-I premises, Sayajiganj, Vadodara, Gujarat.

1. Preparation of layouts and drawings as per Bank's requirement.
2. Preparation of detailed estimate & tender document.
3. Evaluation of tender for appointment of contractor/s.
4. Carrying out regular supervision
5. Verification of Bills.
6. Liaisoning and obtaining permission/approvals from local authorities.

The detailed scope for various above trades are as under:

1. The Bank intends to **carry out modernization / upgradation of electrical system at Suraj Plaza-I premises, Sayajiganj, Vadodara.**
2. The proposed site is situated at Bank of Baroda office in Suraj Plaza-I premises, Vadodara consists of Basement + Ground floor + 10 Upper Floor + 1 covered terrace. Total approximate area is 57,500.00 sq. ft.
3. The appointed consultant shall study in detail existing electrical infrastructure, based on which finalize technical requirements, prepare final estimate, prepare tender document, concluding / supporting tendering process for selection of contractor, carry out project management, ensuring supply, installation, testing bills and commissioning as per technical specifications in tender and certify after measurement. The electrical consultant will have to design plan, supervise and manage the project from conceptualization to commissioning.
4. The consultant shall fulfill all statutory requirement, Liaison with Govt. authorities / Local authorities / Power Distribution Authorities for obtaining of various approvals.
5. The consultant shall Prepare Concept Plan, Sub-station design, Transformer, HT panel, LT Panel, cabling, earthing, Preparation of Bus bar, design, D G Synchronizing design, Lighting arrestor design, online monitoring system for all panel, TR floor panel etc. (All works required for upgradation of electrical system)
6. The consultant shall provide details for inviting tenders including all standards, norms, specifications, statutory requirements, tests & certifications for the work to be executed by the contractor, which including following:
  - Planning, designing and detailing of Electrical Services in synchronization with existing building systems.
  - Preparation of layout and tender drawings.
  - Preparation of comprehensive bill of quantities (BOQ) for all internal/ external works for related civil, electrical work, framing of special conditions of contract, special specifications if any, makes of various materials to be used, in consultation with Bank for inclusion in the tender document.

7. The consultant shall obtain approval of Bank for all design / estimates / drawings / specifications duly revising the drawings wherever necessary and / or as directed. Also obtain the Approval of plans from local bodies / Govt. bodies as and when necessary.
8. The consultant scope include designing and preparation of drawing, which includes preparation of working drawings, layout drawings, electrical installations, cross sections, etc., detailed estimates and all such other as may be necessary for preparation of bill of quantities for the work to be executed.

Besides the drawing mentioned above, preparation of any other details / drawing and specification as may be required during execution of the project for the completion of work.

#### **DUTIES / SCOPE OF WORK EXPECTED FROM THE ELECTRICAL CONSULTANT**

1. Taking the Bank's instructions, assessing both existing and the proposed electrical system and Suraj Plaza – I premises, prepare concept, drawings, plans, designs which shall be in accordance with the statutory requirements, preferably with latest standards, Bureau of Indian Standards, Bureau of Energy Efficiency, Indian Electricity Rules, Act, State Electricity Authority Rules & Regulations, etc.
2. Submitting proper PERTCHART / Bar Chart incorporating all the activities required for the completion of the project well in time. The program should also include various stages of service to be provided by the Project Consultant.
3. Preparing drawings and pre-qualification documents and carrying out scrutiny. The Consultant shall also furnish specific conditions/ statutory stipulations / code procedure/ schedule of rate etc., desire to be followed.
4. Preparing pre-qualification documents for appointment of contractor and carrying out scrutiny of the same. Preparing detailed tender documents for works, 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.
5. Preparing tender notices for issue by Bank for inviting tenders from prequalified / shortlisted parties on behalf of Bank, as the case may be for all trades and submitting assessment reports thereon, including code of practice covering aspects like measurement, method of payments, quality control, procedures on materials, work and other conditions of work. Submitting assessment reports thereon, together with recommendations specifying abnormally high and low rated items, comparative statements, and justification for acceptance of contract. Preparing contract documents and getting them executed by the appointed contractor. Monitoring & supervision of the execution of work including testing / sampling / measuring and preparation of all reports as and when required by Bank. Recommending, evaluating and getting approval for all the deviations if the need arises. Processing and preparation of the completion certificate.
6. The tender is to be prepared by consultant, keeping in view that the tender will be on item rate basis. Consultant shall recommend all aspects relevant to Electrical installation of electrical system and other works and in degree of details as required in tender documents for such project. The recommended specifications and design

criteria will also cover the methods of installation, etc. The specifications will also prescribe the tests and acceptance standards for various components of works.

7. It is to be ensured that the designs and specifications will meet the project requirement at reasonable cost, without imposing any limitations in regard to competitive tendering. The tender and contract document will also include but will not be limited to the following:

- Notice Inviting Tender (NIT)
- Form of Tender
- Instructions to Tenderers
- Conditions of Contract
- Employer's requirements
- Outline of Technical Specifications
- Bill of Quantities
- Tender schedule
- Drawings
- Contract Agreement
- Reference Documents
- Special conditions of Contract
- Binding statutory requirements
- Stipulation of mandatory test and certificates
- Payment scheme and terms
- Detail of site conditions & measurements
- All forms and formats.

8. The tender would be invited by Bank on the basis of the application documents prepared by the consultant and approved by the Bank. The consultant shall undertake review / approval of samples submitted by contractor(s) for the work. The consultant shall review and check documents submitted by the contractor(s) for conformity with the specifications & the Bank's requirement's and good engineering practices.
9. The assessment report shall be based on detailed estimate and proper analysis of rates.
10. All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not.
11. The Consultant shall ensure that necessary fee, levies, security deposits and expenses in respect of statutory sanctions are complied with. The Consultant shall exercise all reasonable skill, care diligence in discharge of duties and to inspect and evaluate the work on going and where necessary clarify any decisions, offer interpretations of drawings/ specifications, attend meetings to ensure that the project proceeds generally in accordance with conditions of the contract and keep Bank informed and render advice an actions if required and the Consultant is responsible for the directions and integrations of the entire projects.
12. Preparing for the use of the Bank, the contractor and site staff, all drawings, specifications and other particulars. Preparing such further details and drawings as are necessary for proper execution of the works.
13. 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 the execution to restrict variation, if any, to the minimum.

14. No deviations or substitutions should be authorized by the consultant without working out the financial implication, if any, to the contractor and obtaining approval of the Bank. However, where time 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 got subsequently ratified from the Bank duly justifying his action at the earliest.
- 15. Deploy a full time Site Engineer for supervision of proposed work.**
16. Checking measurements of works at site. Checking contractor's bills, issuing periodical certificates for payments and passing and certifying accounts so as to enable the Bank to make payments to the contractors and adjustments of all accounts between the contractors and the Bank. Consultants shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Consultant to check the measurements of various items to the extent of 100% of each item of work claimed, in each running bill.
17. To issue certificate of payment as 'Annexure C'
18. To 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.
19. Submitting a detailed account of material at site that the employer may specify and certifying the quantities utilized in the works.
20. On completion of the project, prepare "as made" completion drawings of all the works, and other services along with a brief report on the project and submitting 4 copies of the same for the records of the Bank. A soft copy of the drawings as well as tender document shall also be submitted to the Bank.
21. To verify and confirm that identification marks are made on all service installations/cables/wiring, etc. for easy identifications to carry out maintenance jobs. 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 upto the handing over to the Bank.
22. To assist the Bank in all arbitration proceedings between the contractors and the Bank and defend the Bank in such proceedings.
23. Any other services connected with the works usually and normally rendered by the Consultants, but not referred to herein above.
24. To assist the Bank in inspection and replying to the queries raised by Vigilance / audit authorities.
25. 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 Consultants fee. The Consultant's liability may be however limited to 10% of the fees paid to him.
26. In the event of any dispute, difference or question arising out of or touching or concerning assignment given to you at any of the field office, the same shall be referred, at the option of either party, 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 Consultants 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. The Arbitrations proceedings and any legal action or proceedings arising out of this agreement may be brought in the Courts or Tribunal.

27. The Consultant shall take proper care in estimating the quantity of work required and shall not increase quantum of work after acceptance of contractor's bid. The professional fee to be paid to the Consultant shall be restricted to a maximum of 110% fee on the value of accepted tender.
28. Under no circumstance recommendations of contract other than lowest will be submitted.

### ANNEXURE – A

S.No.	SCHEDULE	PERIOD
1	Submission of Sketch Plans	Within -3- days from the date of receipt of instructions from the Employer.
2	Submission of detailed drawings, Design and detailed BOQ complete in all respects for the project	Within -15- days from the date of Employer's approval of the sketch plans.
3	Submission of the required drawings for tender purpose. Discussion with client for finalization of the same.  Necessary modifications to be arranged as suggested.	Within -7- days from the Date receipt of Employer's approval of the sketch plans.
4	Submission of tender drawings and draft tender for above. The splitting of tender shall be decided by the employer. Tender document comprising of NIT, GCC, Special conditions, Technical specification, approved make of manufacturer, detailed bill of quantities with rate, along with measurement sheets, Rate Analysis and quotations from market for Non DSR items.  Modifications of the same suggested by employer and resubmission of the same.	
5	Submission of drawings in <i>AutoCAD form Incorporating the LT Electrical services, HVAC low side (LV) requirement, IBMS system</i> and all other related interlinked activities to the Project Consultant through client.	
6	Participating in tender process till award of the work in close coordination with Bank.	
7	Submission of Good for Construction /working Drawings on award of the work by the employer, which will be sufficiently for execution of the work by the appointed agency. Further detailing to be provided as the work progress and as per the requirement of the Client for completion of project as per the tender drawings, tender specifications and to suit the site conditions.  The client may modify the scheme during the Execution of the work as per the requirement and the modification to be carried out by consultant without any extra / additional fees/ remuneration.	Within -7- days after approval from the Bank
8	Certificate of Bills	Within -7- days receipt of bills.

**NOTE:** - The above time periods may vary depending upon the quantum of the project and Bank's discretion.

**ANNEXURE B**

**MODE OF PAYMENT TO ELECTRICAL CONSULTANT**

<b>S.No.</b>	<b>Stage</b>	<b>Percentage of fees</b>
1	On submitting final preliminary drawings along with the modified estimate of cost and on approval of the same by Bank of Baroda, 2 sets coloured copies on A2 size white paper and on submission of budgetary cost on sq.ft. basis or otherwise with sufficient supporting documents.	12.5
2(A)	On submission of preliminary drawings to statutory bodies for approval at required stages on pro-rata basis	5.0
2(B)	On approval of plan and obtaining commencement certificate at required stage on pro-rate basis	7.5
3	On submission of tender drawings, tender documents, Measurement sheets, estimated cost with all supporting documents , like Rate Analysis, samples of the material being proposed for the electrical consultant work, catalogues of various material to the Bank for their acceptance sufficient for inviting the tenders from the empanelled / specialized agencies by the Bank perspectives floor wise, area wise. Hard copies 2 sets on A1 /A3 size white paper and soft copy in Pen drive/ Hard drive. The soft copies of electrical consultant layouts will be issued to the electrical consultant for incorporating various services like HVAC, LT Electrical, IBMS, etc.	10.0
4	Submitting detailed specifications, bill of quantities, detailed electric drawings together with estimate of costs, sufficient to invite tenders. Issue of tender notices in respect of all trades , submission of recommendation to Bank and execution of contract documents for the various trades by Bank on pro-rata basis	10.0
5	On issuance of electric drawings complete. 6 sets through the Bank for execution purpose. The drawings and details should be sufficient for the work to be executed at site by appointed contractor. The fees shall be paid on prorata basis tread wise.	10.0
6	During course of work on site (in installments) as electric work proceeds and in proportion to the value of work executed.  Daily supervision, attending weekly / fortnightly meeting This fees will be paid based on certification of RA bill payment by Bank and further recommendations by the Electrical Consultant on pro-rata basis.	30.0
7	On Completion of work (Balance if any), taking inventory For individual floors, trades, handing over of the same to Client, Advising and arranging rectification of the defective work from contractor's before handing over the same to the Bank.	10.0
8	On final completion of the building, closing of account, issue of No Objection Certificate for refund of Security Deposit to Contractors and Defect Liability Period and Final Certificate of Local Authorities	5.0

## ANNEXURE C

### **Format for Certification of R.A. Bill and Final Bill of the Contractors**

Certified that the various items of works claimed in this \_\_\_\_\_ running Bills/final bill by the Contractors \_\_\_\_\_ have been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully conforming to the standard / Associates specifications and drawings, we further certify that we have checked the measurements to the extent of \_\_\_\_\_ percent but not less than 100% of each item obtained in this bill. Hence, the bill is recommended for payment of Rs.....

.....  
(Date)

.....  
(Signature of the Electrical Consultant and seal)



## ANNEXURE – D

### MODEL AGREEMENT WITH CONSULTANT

➤ **ARTICLES:**

THIS AGREEMENT made at \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_ between Bank of Baroda, a body Corporate, constituted under Banking Companies (Acquisition & Transfer of Undertaking) Act 1970 & having its Head Office at Mandvi, Baroda, and Corporate Office at Baroda Corporate Centre, C - 26, G Block, Bandra Kurla Complex, Bandra [E], Mumbai 400 051. (here in after called 'The Employer' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the ONE PART.

AND

(Name of the electrical consultant) having its office at .....

(Hereinafter called the Consultant, which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the OTHER PART;

**Rendering professional service for proposed modernization / upgradation of electrical system at Suraj Plaza-I premises, Sayajiganj, Vadodara, Gujarat 390007.**

WHEREAS the Employer intends to carry out “**modernization / upgradation of electrical system at Suraj Plaza-I premises, Sayajiganj, Vadodara, Gujarat 390007**”, AND whereas the Employer is desirous of appointing the said Consultants for the said building (hereinafter called the 'said works') and issued a letter of confirmation/intent No. \_\_\_\_\_ consequent upon their selection.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT the said Name of the Electrical Consultant, are hereby appointed Consultants for the said works on the following terms and conditions.

\*\*\*\*

**ANNEXURE - E**

**APPLICATION / OFFER**

Date : .....

To  
The Chief Manager – Electrical,  
Bank of Baroda,  
Facilities Management Department  
5<sup>th</sup> Floor, Baroda Bhavan,  
R.C. Dutt Road, Alkapuri,  
Baroda – 390007.

Sir,

**Sub : Application/Offer for rendering Professional Services as Electrical consultant for modernization / upgradation of electrical system at Suraj Plaza-I premises, Vadodara.**

I / We have read and understood the notice and instructions to the Applicants and submit my / our application for Bank's consideration duly filled and complete in all respects according the proforma. I / We further understand that pre-qualification and selection of Electrical Consultant for the project will be in accordance with Banks terms and conditions subject to the authority of the Bank to alter or amend the same keeping in view of the exigencies of the work. I / We do hereby declare that the information furnished in the proforma from pages 1 to 40 and in the supplementary sheets is correct to the best of my / our knowledge and belief.

Yours faithfully,

Signature

Name  
Organization:  
Designation

Phone :  
Contact :  
E-mail ID. :  
Seal :

## **CONSULTANT'S SERVICES**

### **1. Sketch Stage**

- 1.1 Take Employer's instructions regarding the requirements of the project as a whole.
- 1.2 Visit the site.
- 1.3 Examine Legislation, Code and Standards (including lease agreement with municipal authorities and other related local bodies) and bring to Employer's notice salient aspects that may affect the project w.r.t. proposed work based on the approved plans, plans prepared by the electrical consultant.
- 1.4 Prepare sketch, plan and carry out necessary revision till sketch designs are finally approved by the Employer. Prepare approximate project cost estimates based on Sq.mt / Sq.ft. rates to enable the Employer to take a decision on sketch design and approve the same.
- 1.5 Prepare with assistance of various consultants a sketch scheme report and estimate of cost of electric works and services in sufficient detail to proceed with working drawings to prepare a budget forecast.

### **2. Working Drawing Stage**

- 2.1. Advise Employer and obtain approval of the Employer to form of Contract and method of placing the Main Contract as also obtaining approval for nomination of Sub-Contractors / Suppliers.
- 2.2. Provide the Surveyors, Engineering Consultants and other Consultants with all the necessary information / co-ordination to allow them to perform their specialist work.
- 2.3. Prepare necessary design, drawings, working drawings, specifications, schedules of quantities and finalize the tender documents, Rate Analysis for DS and Non DSR items and get it verified
- 2.4. Prepare complete detailed working drawings including large scale work, as may be decided by the Employer and working out specifications and schedules of quantities. Describe the whole project adequately for the purposes of placing the Main Contract by the approved method. The electric consultant shall get all these drawings, details and quantities with block estimates approved by the Employer.
- 2.5. Prepare detailed tender documents for various trades, complete with Articles of Agreement, Special Conditions, General Conditions of Contract, Specifications, Drawings, Schedule of Quantities, Time and Progress Charts and any other material necessary for completing the tender documents and get the same approved by the Employer including detailed analysis of rates based on market rates, time and progress charts etc.
- 2.6. Prepare for the use of the Employer and contractors Six copies each of all drawings, specifications or other particulars and such further details and drawings as are necessary for the proper execution of the work.

### **3. Construction Stage**

- 3.1. Conduct the approved method of placing the main contract on behalf of the Employer.

- 3.2. Analyse report on the results of the approved method of placing the electric Contract, and make recommendations to the Employer to assist in the final selection of the Contractors for various trades.
- 3.3. After Employer approves works, advise the Employer on Contractors work progress schedule and offer comments on the same.
- 3.4. Preparing select list / pre-qualification list of contractors including making visits to the contractors works jointly with the Employer if and as desired / if required, invite the tenders for various trades and submitting assessment reports and recommendations on comparative statements, assessment reports, with recommendation, specifying abnormally high and low rated items based on proper analysis of rates with constants from an approved standard hand book and market rates of the material and labour for major items of works costing about 90% of the estimated cost of the work. All commercial condition shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not. When conditions are not susceptible of evaluation, the alternative procedure of calling all the tenderers for negotiation and asking them to submit a final bid based on the terms & conditions acceptable to the Bank may be adopted. Assist the Employer if required to conduct negotiation with tenderers where necessary and after the Employer's decision on the tender, prepare contract documents and get them executed by the concerned Contractors after obtaining Employer's approval for the contracts.

#### 4. Supervision Stage

- 4.1. Comment on shop drawing submitted by Contractors / Suppliers with a view to ensure that the same fits in its environment. Submit Bar chart and monitor progress in accordance to the same.
- 4.2. Should deploy full time site engineer for regular supervision and inspection as may be necessary (i.e. at least once in a week and whenever required by the Employer) for quality and surveillance of works as necessary to ensure proper and timely execution of the said works as per drawings and specification and effect smooth progress by prompt supply of drawings and decisions and co-ordination with all the agencies engaged in the design and execution of various items of work as required.
- 4.3. Suggest modifications if any due to site conditions or otherwise and give modified drawings, specifications and costs, if required.
- 4.4. Based on site progress, issue weekly certificates confirming that the work carried out is generally as per drawings and specifications.

#### 5. Certify Accounts

- 5.1. Certify that the work is carried out as per drawings and to certify that quality has been maintained.
- 5.2. Check and submit for the use / reference of the Employer, two complete sets of working drawings as 'As built drawings' as prepared by Contractor. One soft copy also to be submitted to the Employer. Alternatively, Electric Consultant to submit As Electric drawings with the modifications incorporating during the execution at site.

- 5.3. Issue No Objection Certificate to Employer for refund of the retention money to the contractors as per terms of relevant contract.
- 5.4. Assist Employer to reply to queries of technical audit, C.T.E. of C.V. in case of defective or sub-standard work or any irregular / excessive payment and assist to get defects rectified and / or recover the irregular payments.
- 5.5. Assist Employer in case of dispute with contractors or disputes arising out of said project execution as well as in case of arbitration pertaining to project and protect the interest of the Employer.
- 5.6. Any other service incidental / connected with the said works usually and normally rendered by Electric Consultant and not referred in any of the items referred to above (except day to day supervision and administration of contract).

### CONDITIONS OF ENGAGEMENT

1. The Consultant shall submit to the Employer sketch plans, detailed plans, cost estimates, tender documents, Bar Chart etc. within the period stipulated in the schedule hereto annexed as Annexure - A.
2. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such general superintendence and Daily inspection with regard to the said works as may be necessary and to ensure through the working drawings and specifications aforesaid that the work is free from defects and deficiencies. At the end of the defects liability period and upon receipt of a confirmation from contractor's having rectified all defects and there will be no further sums to be deducted from retention money during the period of the contract, the Consultant shall issue "No Objection Certificate" to the Employer for refund of the balance retention money to the contractors as per the terms of the relevant contract.
3. Whenever the work is examined by a technical audit team including that of the Chief Technical Examiner of the Central Vigilance Commission and if it brings to notice any defective or substandard work or any irregular / excessive payments, the Consultant shall recover the irregular payments, and also shall assist the Employer to reply to the said technical auditor's / examiner's queries. In case of disputes with contractor(s) or dispute arising out of the said project execution as well as in matter of arbitration pertaining to project, the Consultant shall assist the Employer from time to time in drafting replies in consultation with legal advisers and protect the interest of the Employer.
4. The Consultant can make deviation, alteration or omission from the approved design only after obtaining the written consent of the Employer. The Consultant shall not undertake, execute or carry out any variation or extra items of work in excess of Rs.10,000/- or such other higher amounts authorized as above shall be referred to the Employer together with the reasons for making deviations and furnishing an analysis of the extra cost involved thereby. All orders given contractor by the Consultant for any authorized deviation from the contract documents shall be in writing.
5. During the progress of work, whenever an excess over sanctioned cost is anticipated and / or has already occurred, Consultant shall immediately report the same to the Employer with adequate justifications for obtaining Employer's approval thereto.

6. After all the works are awarded, the Consultant shall assist to revise cost estimate for Employer's approval. if required.
7. The Consultant shall on the completion of the work, supply to the Employer free of cost the complete set of original set for electric drawings and services drawings/ layout incorporating all services floor wise, above and below false ceiling. The Consultant shall supply extra copies of all such drawings. Three set of soft copy of all the above be also submitted to the Employer. Further, the consultant shall verify and confirm that identification marks are made on all service installations / cables / wiring etc. for easy identifications to carry out maintenance jobs.
8. The Consultant shall co-ordinate all their activities with other consultants, if any, separately appointed by the Employer and other consultants so appointed by the Employer to prepare a comprehensive programme of work, as also help the contractors to arrange to have the work completed in the expeditious manner and in accordance with the programme drawn up. For this purpose, the Consultant will arrange weekly / fortnightly meetings of all the consultant's, contractors / sub-contractors and Employer and prepare minutes of the discussion / instructions at such meetings and co-ordinate the work of the various contractors / sub-contractors. Consultant will furnish copies of such minutes to all parties concerned.
9. The Consultant shall engage qualified and competent / reputed Electrical Engineer to assist them in preparation of design and details for these services. The Consultants will be appointed with the approval of the Employer. The fees payable to these Consultants shall be borne by the Consultant out of fees received by them as per the rate quoted in tender. The Consultant shall be fully responsible for the design and soundness of works of such Consultants and shall also co-ordinate the activities of various consultants and local engineers. The Consultant shall not terminate the services of any Consultants engaged by them without the consent of the Employer and the Consultant shall give proper justification for such termination to the Employer. The Bank shall not be liable to pay any amount to the terminated Consultants as well as to the new Consultant, if any.
10. Various bills payments for the works as per contract shall be checked and shall be subject to review / endorsement and certification as per proforma by the electrical consultant. The Consultant shall provide full details of bills and measurement, duly checked by Bank and Bank at his discretion shall check at random, assisted by Consultant, bills, rates, amounts upto about 25% of the measurements, to enable him to satisfy himself, while endorsing certificate bills. The electrical consultant shall endorse the above certification in the relevant measurements Books also.

## TERMINATION OF AGREEMENT

The Bank, without any prejudices to its right against the Consultant in respect of any delay consultation service as per tender / deficient in required service, by 15 days notice in writing absolutely terminate the contract in any of the following cases.

- a) If the Consultant being company shall pass a resolution or a court shall make an order that the company shall be wound up or if a receiver or a Manager on behalf of the creditor shall be appointed or if circumstances shall arises which entitles the court to make up a winding order.
- b) If the Consultant, fails to adhere to the terms and conditions of tender (In the opinion of the Bank, is not pursuing the project with due diligence and/ or within the timeline committed or performance of the consultant is unsatisfactory or, not up to the expected standard), after -3- reminders, notice shall be issued for termination of contract.
- c) Consultant is adjudicated or found bankrupt or insolvent or any other is made or resolution passed for the winding up, liquidation of dissolution of bidder firm.

- d) If the Consultant fail to adhere to the time schedule stipulated by the Bank or the extended time which may be granted by the Employer in his sole discretion.
- e) If comes to notice that consultant is blacklisted and/or submitted wrong/misleading information.
- f) If consultant fails do timely completion of project as per project schedule.
- g) If consultant fails to do timely inspection of the site, fails to adhere the terms of the tender.
- h) If the Consultant commits breach of any terms of the agreement. When the consultant has made himself liable for action under any of the cases aforesaid, the Bank shall have powers:
  - To terminate or rescind the agreement.
  - To engage another Consultant to carry out the balance work debiting the Consultant the excess amount, if any so spent and recovering such excess amount from the fees due to the Consultant, the Security Deposit or from any other dues.
- i) This contract shall be deemed to have been automatically terminated on the expiry of the contract period unless the Bank has exercised its option to extend this contract in accordance with the provision, if any, of this contract.

In the event of the termination of the agreement by the Bank, the Consultant shall not be entitling to any compensation or damages by reason of such termination, but only on the fees for the service rendered, which have been duly approved by the Bank. The decision of the Bank as regards the actual work/service done shall be final and binding on the Consultant; the bank shall be entitled to make use of all or any drawings, designs or other documents prepared by the Consultant.

In case of termination of agreement, the Consultant shall not be entitled to fees or compensation except the fees payable to them upto the stage or work actually done which shall be decided and determined by the employer. In the event of Consultant not agreeing with the Employer's decision, the same shall be referred for settlement by Arbitration as provided hereinafter.

In case of termination of agreement, the Employer may make use of all or any drawings, estimates or other documents prepared by the Consultant, after a reasonable payment upto the stage of work done for the stages of the Consultant for preparation of the same in full as provided herein. Provided always that all the sanctions and approval plans / designs and other drawings shall remain the property of the Employer and the same shall be surrendered by the Consultant to the Employer within ten days from the date of such termination, without demur.

Termination of this Contract shall be without prejudice to any rights or remedies accrued to either Party prior to such termination. No further payment shall become due to the consultant in respect of any period after termination of this Contract with the exception only on any payment previously accrued and due to consultant under the terms of this Contract

The Consultant shall promptly notify the Bank of any change in the constitution of his firm. It shall be open to the Bank to terminate the agreement on the death, retirement, insanity or insolvency of any person being director in the said firm, or on the addition or introduction of a new director. But until its termination by the Bank as aforesaid, this contract agreement shall continue to be in full force and effect, notwithstanding any changes in the constitution of the firm by the death, retirement, insanity or insolvency

of any of its director or addition or introduction of any new director. In case of death or retirement, the surviving or remaining directors of the firm shall be jointly and severally liable for the due and satisfactory performance and for compliance of all the terms and condition of this contract agreement.

## TRANSFER OF INTEREST

The Electrical Consultant shall not assign, sublet or transfer their interest in this agreement, without the written consent of the Employer.

## SCALE OF CHARGES AND MODE OF PAYMENT

1. The Employer shall pay to the Consultant as remuneration for the services rendered by the Electrical Consultant in relation to the said works and in particular for the services herein mentioned, a fee calculated at the (rate of percentage) [Fee quoted in words] 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 consultant 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.Subject to a ceiling of 110% of the Basic Fee worked out on the accepted tender cost and shall be paid as indicated in sub-clause (3) of this clause.
2. The professional Fees shall not be applicable on directly bought out items by Bank.
3. The fees set out in Clause (a) hereinabove shall be initially calculated and paid on the basis of the estimated values of the entire work as per preliminary estimate submitted by Electrical Consultant which will be further calculated and paid (i) on the basis of actual tender cost for various works when finalized and (ii) finally on actual cost of work paid to the various contractors as per the agreed terms and conditions of contract.
4. The Employer agrees to pay the Electrical Consultant reimbursable cost he incurs for actual expenses in dealing with (i) Arbitration with contractor if any (ii) Mutually agreed payments, if required to work beyond various contract periods specified and (iii) T.A / D.A as admissible to 1<sup>st</sup> Class / Grade I Officers for out of City works.

### **NOTE:**

For travel outside (place of the project), with due authorization of the Bank, the Consultant shall be paid as under:

- a. For partners, associates, senior consultants, airfare by economic class / first class A.C. coach fare both ways (on production of receipt) or actual whichever is less + Rs.1500/- per day as diem allowance.
- b. For other staff 1st class / 2nd AC train fare both ways (on production of receipt) + Rs.1000/- per day as Diem allowance.
- c. In case the project is located at the Head Quarter of Consultant the employer shall pay no TA/DA.

GST on services rendered by Electrical Consultant levied by Central / State Government shall be borne by the Bank.



## METHOD OF PAYMENT

The employer shall pay fees to the Electrical Consultant in stages as per mode of payment to consultant, as per Annexure B

## VISIT OF THE SITE

**The Electrical Consultant or their Senior Executives or their Consultants shall visit the site at Suraj Plaza – 1, Bank of Baroda, Vadodara 390007 daily as the works require and Daily inspection of the work. For this, no separate charges shall be payable by the Employer.**

**The observations of the Electrical Consultant shall be passed to constructing agencies under advice to the Employer.**

## ARBITRATION

If any dispute, differences or question shall at any times arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of the Agreement or as to the rights, liabilities and duties of the parties hereunder except in respect of matters for which it is provided hereunder that the decision of the Employer is final and binding, the same shall be referred to arbitration and final decision after giving at least 30 days notice in writing to the other (hereinafter referred to as the "Notice for Arbitration" clearly setting out the items of dispute) to a sole arbitrator who shall be appointed as hereinafter provided. For this purpose of appointing the sole arbitrator referred to above, the Employer shall send to the consultant within thirty days of the "Notice of Arbitration" a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the consultant.

The Electrical Consultant shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the Sole Arbitrator and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the consultant fail to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the sole arbitrator from the panel notified to the consultant.

If the Employer fails to send to the consultant the panel of three names as aforesaid within the period specified, the consultant shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employers shall on receipt of the names as aforesaid, select any of the persons and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Arbitrator within 30 days of the receipt of the panel and inform the consultant accordingly, the consultant shall be entitled to appoint one of the persons from the panel as Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed. The arbitration shall be governed by the Arbitration & Conciliation Ordinance 1996 as in force from time to time. The award of the Arbitrator shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrators shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be reasoned award. The fees, if any of the Arbitrator shall, if required to be paid before the award is made and published, be paid in equal proportion by each of the parties. The cost of

the arbitration including the fees if any, of the Arbitrator shall be borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator in the award. The Employer and the consultant also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

The Arbitrator or Arbitrators or Umpire, as the case may be, will be Fellows of the Indian Institute of Consultants or Fellow of Institute of Engineers (India). The award of the Arbitrator(s) or Umpires, as the case may be, shall be final and binding upon the parties to the Arbitration.

#### **ABANDONMENT OF WORK:**

If the Consultant abandons the work for any reason whatsoever or becomes incapacitated from acting as aforesaid, the Bank may make full use of all or any of the drawings & details prepared by the Consultant and the Consultant shall be liable to refund all the Excess fees paid to him up to that date plus such damages as may be assessed by the Bank subject to a maximum of 10% of the total fees payable to the consultant under this agreement. Further the Bank shall be entitled to make use of all or any drawing(s) designs or other documents prepared by the consultant.

#### **FORCE MAJEURE:**

1. A delay in or failure of performance of any one or more of its obligations by either Party shall not constitute default hereunder nor give rise to any claim for damage if such delay or failure is wholly and directly caused by any occurrence which the affected Party is unable to prevent including Acts of God by the exercise of reasonable diligence which the affected Party is unable to control and unable to prevent, provided that the affected Party gives prompt written notice to the other Party specifying the circumstances constituting the occurrence and has used all reasonable endeavours to minimize the effects thereof.
2. If such a delay in or failure of performance caused the suspension of the services hereunder for a continuous period of seven (7) days. Bank shall be entitled at any time thereafter to terminate this Contract forthwith by written notice to Consultant.

#### **PERMITS, LAWS AND REGULATIONS:**

The consultant shall in carrying out the Services observe and be bound by all applicable laws and hereby undertakes to comply (and to ensure compliance by any Sub-Consultants) with all laws, ordinances, rules, regulations, bye-laws, decrees and orders whether of Government or other authority or agency having jurisdiction in relation to the Parties Responsibility for Obtaining Permits etc. Consultant shall be responsible for obtaining and maintaining at his own cost all licenses, permits, clearances, certifications and authorizations necessary for the performance of his obligation under this Contract "Authorizations

#### **SAFETY:**

The consultant shall at his own expense arrange for all the safety provisions normally called for by the nature of the Contracted Services and as ordered by the competent Authority OR his Representative in respect of all labour directly or indirectly employed for performance of the Services. The consultant shall be responsible for the safety of the equipment /material during the performances of the Services. Consultant shall also take such additional precautions as may be indicated from time to time by the Representative with a view to prevent pilferage's accidents, fire hazards etc.

#### **LAWS GOVERNING THE CONTRACT:**

This Contract shall be subjected to the Indian laws and regulation and shall be governed by the Indian laws that may be in force during the Contractual period.

#### **SETTLEMENT OF DISPUTES:**

Any difference of opinion between the CBI and consultant in respect of matters arising out of this Contract shall be resolved through good faith negotiation and unresolved dispute shall be referred to arbitration. Such arbitral proceeding shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

#### **JURISDICTION:**

The award of contract is subject to the GUJARAT jurisdiction.

#### **AMBIGUITY:**

Should there be any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or, if any further information is required, the matter should immediately be referred to the Chief Manager (Electrical), Bank of Baroda, Facilities Management, Head office, Vadodara 390007.

#### **PENALTY:**

Notwithstanding that is mentioned above, if the Employer is put to any loss or suffers any damages (including cost escalation in the execution of said works) due to the delays in carrying out the obligations under these terms or negligence, indolence or breach of the terms and the conditions herein contained on the part of the Consultant, whether the cause of such damage or loss is immediate or remote, the Consultant shall be liable to not only to forego their fees for the quantum of work thus done but also make good such losses and damages on a written demand made by the Employer and a certificate issued by the Employer as regards to the amount of such loss or damage shall be final and conclusive as between the Employer and the Consultant and shall not be questioned either inside or outside a court, tribunal or arbitration. Such loss or damage, if not reimbursed within the time stipulated by the Employer, shall, without prejudice to the Employer's right to recover the same in accordance with the law, be recovered by the Employer from any sums payable to the Consultant either under this contract or any other contract made between the Employer and the Consultant for any loss recoverable from the Consultant but shall not be more than 10% of the total fees payable to them under the contract. Force Majeure: If in the opinion of the Employer, works be delayed by force majeure such as (a) war/hostilities, (b) riots or civil

commotion, (c) earthquakes, fire tempest, lightening or other natural/physical disasters etc. , (d) restrictions imposed by the Government which prevents or delays the execution of the order (e) by any other reasons, a suitable extension of time will be given and no extra claim will be paid by the Employer whatsoever on account of delay or idle labor/machinery.

#### FEES:

1. Consultant will have to quote consultancy fee as percentage of the actual cost of work.
2. In consideration of the performance of the consultancy Service, the Bank agrees to pay to the Consultant the agreed sum in stages, as detailed below. The receipt of an invoice from the Consultant at each stage should meet the requirements of Service Tax purposes. All applicable tax deductions shall be made from such fee.
3. No invoice shall be submitted by the Consultant for payment and if submitted the Bank shall be under no obligations to pay such invoice) until such time as the Report / work satisfies the requirements as given below.
4. The fee shall exclude the amount of Service Tax. The same will be calculated and paid by Bank as per extant stipulations of Ministry of Finance. However, the fee quoted shall include all other applicable taxes, duties / levies of Govt. / local bodies.
5. Stages of payment: As per schedule attached as 'Annexure B'
6. The fees payable as above shall be released based on the estimated cost or the actual cost whichever is lower and available / applicable at that stage. The final adjustment shall be done on completion of the remaining work in the last stage of the payment.

#### MISCELLANEOUS INFORMATION

- Intending Consultants are requested to furnish details about their firm, technical Experience, competence and evidence of their financial standing as per enclosed Performa. Selection of Consultants will be based on the ability and competence required for good quality jobs to be performed by them.
- If the space provided in the Proforma is insufficient for furnishing full details, a Separate sheet may be used. Information furnished to Bank will be kept as strictly confidential. Decision of the Bank of Baroda regarding selection of Consultants / proposals will be final and binding and no further correspondence will be entertained. The Bank Reserves the right for rejecting any or all applications received without assigning any reason whatsoever. No claim will be entertained on account of non-acceptance of pre-qualification.
- The Selected Consultant will have to sign an agreement in prescribed format on non-judicial stamp paper of Rs.200 and more (as per availability).
- Intending Consultants are requested to read the application form carefully before filling the particulars.
- Applications should be duly filled in all respects and should be accompanied by all the Annexures mentioned and arranged in sequence. Incomplete applications will not be considered. Information / details furnished by selected party, if found to be false at any time in future or any information affecting empanelment is willingly / unwillingly withheld, if come to the notice of the Bank at any point of time, the party's empanelment is liable for cancellation immediately. Where copies are required to be furnished, these should be certified copies. Application forms are not transferable.

**PROFESSIONAL LIABILITY INSURANCE CLAUSE:**

All disputes arising out of the or in connection with the agreement shall deemed to have arisen in the Vadodara city where project is being executed & only the said courts in the city shall have the jurisdiction to determine the same.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands hereto and on a duplicate hereof at the place and on the day, month and year hereinabove first mentioned.

SIGNED AND DELIVERED FOR AND ON  
BEHALF OF THE BANK OF BARODA  
BY SHRI \_\_\_\_\_

\_\_\_\_\_

IT'S DULY CONSTITUTED ATTORNEY IN THE  
PRESENCE OF

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

SIGNED AND DELIVERED  
FOR AND ON BEHALF OF  
THE Electrical Consultant

BY PROPRIETOR  
IN THE PRESENCE OF

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

## DECLARATION

1. 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, any future contract made between ourselves and Bank of Baroda, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
2. I / We agree that the decision of Bank of Baroda in selection of contractors will be final and binding to me / us.
3. All the information furnished by me is correct to the best of my knowledge and belief.
4. I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
5. I / We agree that I / we have not applied in the name of sister concern for the subject empanelment process.

Place:

SIGNATURE

Date:

NAME & DESIGNATION

SEAL OF ORGANISATION

**“NOTICE INVITING TENDER FOR SELECTION OF ELECTRICAL CONSULTANT FOR RENDERING PROFESSIONAL SERVICE FOR PROPOSED MODERNIZATION / UPGRADATION OF ELECTRICAL SYSTEM AT SURAJ PLAZA-I PREMISES, VADODARA.”**

**VOLUME – II**

**PRICE BID**

**(To be submitted in separate sealed envelope)**

The price bid will be opened only for those satisfying the criteria of pre-qualification.

**ANNEXURE**

Ref:

Date:

To  
The Chief Manager  
Bank of Baroda,  
Facilities Management Department,  
5<sup>th</sup> Floor, Baroda Bhavan,  
R C Dutt Road, Alkapuri,  
Baroda – 390007.

**PRICE/FINANCIAL BID**

Dear Sir,

**Re: Electrical Consultant services for modernization / upgradation of electrical system at Suraj Plaza-I premises, Vadodara.**

With reference to the above, our Professional fee for the above for the services to be rendered as per tender/Model Agreement will be \_\_\_\_\_ %  
( \_\_\_\_\_ percentage) of the actual cost of work without GST/accepted tender cost without GST, whichever is less.

In case there is an escalation in the actual project cost over the accepted tender cost, the payment to the Consultant 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.

Subject to a ceiling of 110% of the Basic Fee worked out on the accepted tender cost and shall be paid as indicated in sub-clause above of this clause.

Items supplied/procured directly by Bank (Not in tender) will not be considered for calculation of Consultant fees.

GST/Service Tax which has been imposed by Central/State Government on the services rendered by Consultant will be borne by Bank of Baroda.

Thanking you,

Yours truly,

For \_\_\_\_\_

(\_\_\_\_\_)

Seal & Sign of applicant