

Technical Consultancy Cell

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SME/TCC/221 /13

Date: 30th December 2023

Madam / Dear Sir

**Empanelment of Consultants for TEV (Techno-Economic Viability) Studies
(State Bank of India Mumbai Metro Circle & Maharashtra Circle)**

We refer to your application on the above subject. We are pleased to advise that you have been shortlisted/selected by the Competent Authority for empanelment as consultant for conducting TEV (Techno-Economic Viability) Studies for the Bank (State Bank of India Mumbai Metro Circle & Maharashtra Circle) (herein after referred to as "**Consultant**") for a period from **01.12.2023 till 30.11.2026 (for 3 years)**. Your empanelment will be reviewed annually subject to the condition that, the name of applicant firm / partner / constituents does not figure as defaulter in the CIBIL report and cautionary list of Indian Banks Association (IBA). The annual review will be based on the recommendations from RBO/AO/Operating units regarding satisfactory performance /services provided to the Bank

2. The services as Consultants will be entrusted/ engaged by the Branches / Offices in Mumbai Metro & Maharashtra Circle (i.e. Maharashtra and Goa States), as and when the required , subject to following conditions:

- Your empanelment will be restricted to technical consultancy for conducting Techno-Economic Viability (TEV) study. You should note that your empanelment with our Bank does not amount to an appointment or right for an appointment and Bank is free to avail the services of any technical Consultant of its choice and no right exists for an empanelled technical Consultants to claim that they alone should be entrusted with the work.
- This is only an empanelment of your firm/concern in the panel of TEV Consultants and not an assignment. Further, your empanelment does not amount to any commitment on the part of Bank to provide any professional assignment to you.
- You would be held responsible for the findings/suggestions/implications on the TEV report of assignment undertaken, for any over-estimate, wrong estimate, underestimates etc. therein and /or withholding any information You would be liable for such action, as is deemed fit by the Bank.

- TEV Report must be signed and authenticated by the Authorized Official of the firm having required qualification, specialisation, experience and authority. The Report prepared for the assignment shall be submitted directly to the respective Branch.
- You will maintain secrecy and confidentiality of the Assignment / Business given to you by the Bank.
- You should undertake / commence the work only after receipt of specific request from the Bank officials / Branch Manager in writing.
- You will refrain from carrying out any financial transaction with the Bank's Borrowers/prospective Borrowers for whom the assignment is given to you.
- You have to submit a declaration that your firm is neither interested as promoters / shareholders in the project / assignment entrusted for TEV study nor in any way involved in preparation of the Project Report, for each project/assignment.
- You should not outsource/sublet any TEV study assignment by our bank to any other outside consultant/entity.
- The empanelment shall no longer be valid, if there is any change in the management/employee pattern in your firm viz. if the qualified person resigns/dismiss etc and the position will be evaluated afresh for empanelment.
- You/Your firm/company should not have been delisted by any Bank/FI in the past for any act of commission or omission and during the course of empanelment. If you /your firm/company is delisted by any Bank /FI, then the Bank has right to delist you forthwith.
- The Partner/Director/Proprietor/ of the empaneled firm/Company should not be convicted for any offence and sentenced to a term of imprisonment by any court.
- The Consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standard of the professional ethics.

3. You are advised that under no circumstances, you should use the Bank's name or symbol on your letter heads, signboards, name plates, visiting cards etc. You will not use this empanelment to canvas for your business and /or directly solicit any business from Bank's prospective customer.

4. The Consultant shall not accept any assignment that by its nature may be in conflict with another assignment of Consultant. The Consultants (Including their experts and other personnel and sub-consultants) who have close business or family relationship with the staff of the project implementing agency, who are directly or indirectly in any part of : (i) preparation of TOR for assignment (ii) selection process for contract (iii) The supervision of such contract, may not be considered for that assignment.

5. For each of the assignments allotted to you, fees payable will have to be negotiated with the Bank. You will agree to charge/collect from the Bank, fees in line with Bank's guidelines which may undergo change from time to time. You will be paid your charges only after satisfactory completion of the assignment. You should not collect any fees from the customer directly. In case, Bank comes to know that you have collected fee from customers/ borrowers then the Bank reserve its right to take back the assignments and delist you as Consultant.

6. Your opinion/certification would be an input for our decision making. Therefore, in the event your opinion/certification turns out to be untrue and factually incorrect causing loss to the Bank, we may seek such clarifications as may be required to investigate the matter and fix accountability. In the event, it is established that there was gross negligence/unfair practices/professional misconduct on your part or you had colluded with our customer causing pecuniary damage/loss to the bank, we may delist and recommend your name for inclusion in the caution list being maintained by the Indian Banks Association (IBA) for circulation amongst member banks.

7. In case, any report submitted by you is found to be false or distorted and/or you are found adopting unfair practices and indulged in irregularity/fraud, the Bank can exercise right to inform/notify bodies like Institute of Engineers/Surveyors/Chartered Accountant/valuers and or professional bodies for such act/professional misconduct and request for suitable action against you.



8. The Bank reserves the right to remove / delist you / your firm from the panel without assigning any reason at any time. Your approval as empanelled technical Consultant will automatically cease if any adverse feature is noticed or reported by our Bank branches/Controllers. No claim in this regard shall be entertained and decision of Bank shall be final and binding.

9. Format for TEV study will be provided to you by the Branch at the time of allotment of assignment. The format is only advisory in nature, and it contains the general indicative list of points, not the exhaustive list. The points need to be covered in the TEV report may vary on the basis of nature of project/activity/industry & may be decided by the field functionary on case-to-case basis.

10. The Bank reserves the right to call additional information / documents for verification as may be required as and when necessary or from time to time.

11. Any adverse developments such as disqualification/debarment/de-listing/complaint by any bank/institution/professional body /borrower may be brought to the notice of the bank, and the Bank reserves right to initiate appropriate action as deemed fit. Your empanelment would depend upon the quality of services/ performance and other related things /eligibility prevailing at that time. Your empanelment would expire ipso facto after tenure of this empanelment.

12. You are requested to return the duplicate copy of this letter duly acknowledged by the authorized signatory within fifteen days of date of this Letter as a token of acceptance of the above terms & conditions. The empanelment will be effective on your acceptance of the above terms & conditions by way of duly acknowledging this Letter. In case, bank does not receive the acknowledged copy, it would be deemed that you have not accepted the terms & conditions and hence you are not deemed to be empanelled in the Bank.

Yours faithfully,

Asst General Manager (SME)



I/We do hereby accept all the terms and conditions mentioned above for empanelment as TEV Consultant with State Bank of India.

Name of Firm/Company :

Name & Designation
of Authorised signatory :

Signature:

Place :

Date :