TENDER REF. NO.	P&E/2024-25/Tender/64
DATE:	03.09.2024



(TECHNICAL BID)

P & E DEPARTMENT, LHO GUWAHATI

<u>INVITES</u>

TENDER FOR

APPOINTMENT OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION, PREPARATION OF SCHEME, MONITORING AND SUBMISSION OF DOCUMENT TO IGBC AND ASSISTING IN OBTAINING GREEN BUILDING RATING CERTIFICATION FROM IGBC FOR IDENTIFIED OFFICES/RESIDENTAIL COMPLEX OF STATE BANK OF INDIA, GUWAHATI CIRCLE

ELIGIBILITY CRITERIA: BANK'S APPROVED IGBC CONSULTANT CAN ONLY PARTICIPATE IN THIS TENDER.

Assistant General Manager (P&E) Premises & Estate Department, State Bank of India, 3rd Floor, Block A, SBI LHO BUILDINGs, DISPUR, GUWAHATI - 781006

NOTICE INVITING TENDER (NIT)

State Bank of India, Local Head Office, Premises & Estate Department, 3rd Floor, Block A, Guwahati Circle invites tenders for the following work in two bid system from the <u>Bank's approved IGBC consultants only</u> <u>need to apply</u>.

1.	Name & location of Work	:	Facilit Submi Greer	intment of Green Building Consulta ation, Preparation of Scheme, Mon ssion of Document to IGBC and as building Rating Certification from I PBranches of SBI in Guwahati Circle	itoring and isting in obtaining GBC for			
2.	Availability of tender	:	https://sbi.co.in/web/sbi-in-the-news/procurement-news					
	documents		from C	03.09.2024 12:00 PM to 17.09.2024 02	2:00 PM			
3.	Timeline for completion of tender for all the sites		SI. No.	Description of the work	Timeline			
			1	Site visit by the consultant from the date of receipt of work order for all sites	Within 10 days			
			2	Submission of visit report at our Office along with the recommendations for all the sites	Within 30 days			
			3	Time period for complying the recommendations/ observations made by the consultant for all the sites	Within 30 days			
			4 Preliminary submission of documentation to IGBC by consultant post compliance of observations made by them for all the sites		Within 15 days			
				Review by IGBC	<u>As per their</u> timeline			
			5	Observations made by IGBC (if any) to be complied by the Bank under the guidance of consultant for all sites	Within 20 days			
			6	Final submission of documentation to IGBC by the consultant for all the sites	Within 20 days			
			Final review & award of rating by IGBC7Acceptance of rating by project and appeal of announcement, if any.		<u>As per their</u> <u>timeline</u>			
					Within 30 days			
				Total	125 days (excl. appeal)			

4.	EMD	:	Rs.10,000.00 (Rupees Ten Thousand only) to be deposited to the Bank's A/C No. 10242804581 (Name of the Account:- SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code- SBIN0003030) and submit the deposit voucher copy as pro- of deposit the amount along with technical bid in separate envelop duly marked as EMD.	
5.	Validity of Tenders	:	For a period of 90 days from the date of opening of Price Bid.	
6.	Deduction of Income Tax and GST	:	 A) TDS on Income Tax/GST will be deducted at source as per Govt. Guidelines. B) The Consultant should comply with the following: Consultant should have GST Registration Number Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision. In case of Correction in the bills after scrutiny, Consultant should submit fresh invoice for payment. Consultant should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the Consultant. 	
7.	Terms & mode of payment	:	 i) 50% of work order amount shall be released against final submission of documents for each site to IGBC. Remaining 50% of work order amount shall be released after getting IGBC rating for each site. ii) The Consultant should furnish details of the Bank, A/c no, IFSC code etc. 	
8.	Liquidated Damages	:	If the bidder is not able to complete the work within the stipulated completion period as per terms of the tender, liquidated Damages will be imposed at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.	
9.	Technical Bid (Envelop one): Super- scribed as Technical Bid "Appointment Of Green Building Consultant for IGBC Facilitation, Preparation of Scheme, Monitoring, And Submission of Document to IGBC and assisting		 Submission of the following mandatory documents for at least one site each for commercial existing building and one residential complex: 1. Work Order; 2. Completion Certificate; 3. Award of IGBC Certificate/Rating of previous works 4. Copy of Satisfactory Certificate from the Client; 	

10.	In obtaining Green Building Rating Certification From IGBC for Office/Branches of SBI In GUWAHATI CIRCLE'' Last Date & Time for submission of Technical & Price Bid		 Complete tender document signed by Authorized person. Application form (Annexure-I) Bio-data of Consultant(Annexure-II) Work Experience(Annexure-III) Up to 3:00PM, 17.09.2024
11.	Date & Time of opening of Technical Bid		On 17.09.2024 03:30 PM
12.	Price Bid(Envelop Two):Super-scribedasPriceBid"Appointment Of Green BuildingConsultant for IGBC Facilitation,PreparationofScheme,Monitoring,AndSubmissionofDocument to IGBC and assistingInobtainingGreenBuildingRatingCertificationFromIGBCforOffice/BranchesofSBIInGUWAHATICIRCLE"SubmissionSubmission		This envelope will contain the price bid as per the Annexure-IV i.e. cost of the work. All the tenderers are requested to note that SBI will not accept any conditional tender and the tender will be rejected if any tenderer found quoted conditional tender and if the same are not withdrawn at the time of opening of tender / price bid. All conditions if any to be loaded with rate. The rate should be exclusive of GST payable.
13.	Date & Time of opening of Price Bid		Shall be conveyed separately to the technically qualified bidders only
14.	Contact details for any clarification	·	 i) AGM (P&E), Ph. No: 9329728288 & email id: <u>agmpne.lhoguw@sbi.co.in</u> ii) Chief Manager (Electrical), Ph: 9959226068 & email id: <u>md.alam12@sbi.co.in</u> iii) Deputy Manager (Electrical), Ph:7086093024& email id: <u>tage.gyuthey@sbi.co.in</u>
15.	Quoted Rates	•	 The rates quoted shall be firm and shall include all costs i.e. i) Travelling, lodging & boarding for minimum <u>eight</u> (8) times per site (Office/residential) for periodical inspection. ii) Any other allowances, taxes, etc. except GST. iii) GST will be paid by the Bank as applicable.

	Notes:
a)	Envelope Three:
	The 3 rd envelope contains both the above envelope one & envelope two in sealed conditions and Super- scribed as Tender for "Appointment Of Green Building Consultant for IGBC Facilitation, Preparation of Scheme, Monitoring, And Submission of Document to IGBC and assisting In obtaining Green Building Rating Certification From IGBC for Office/Branches of SBI In GUWAHATI CIRCLE"
b)	The Bidders are expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required as per the Tender Documents or submission of bids not substantially responsive to the Tender Documents in every respect will be at the Bidders risk and shall result in rejection of the Tender.
C)	SBI reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.
d)	The Bidders are strongly advised to visit the site before submitting their Price Bid to make the work complete in all respects within the stipulated completion time.
	(For and on behalf of State Bank of India) Sd/- Assistant General Manager Premises & Estate Department 3rd Floor,A Block , Local Head Office,Guwahati

Letter of Transmittal

The Assistant General Manager Premises and Estate Department State Bank of India Local Head Office, Guwahati-6

Sir,

Appointment of Consultant for IGBC certification Bank's building at Guwahati Circle

Should this tender be accepted, I/We here by agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed here to so far as they may be applicable or in default thereof to forfeit and pay to **SBI**, **LHO**, **Guwahati** the amount mentioned in the said conditions.

I / We have deposited a sum of Rs. 10,000/- (Rupees Ten Thousand Only) as earnest money in the form of Demand Draft or to be deposited in account with the SBI should I/ We fail to execute the contract when called upon to do so, I / We do hereby agree that this sum shall be forfeited by SBI.

- 2. Our bankers are: (With full address):
 - (i)
 (ii)
 The names of partners of our firm are:
 (i)
 (ii)
 Names of the partner(s) of the firm authorised to sign

(Name of person having power Attorney to sign the Contract(Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of Contractor

TERMS & CONDITIONS OF THE CONTRACT

1.0 Name of the work:

Tenders are invited for appointment Of Green Building Consultant for IGBC Facilitation, Preparation of Scheme, Monitoring and Submission of Document to IGBC and Assisting in Obtaining Green Building Rating Certification from IGBC for Offices/Branches of State Bank of India, Guwahati Circle.

<u>1.1 Site and Its Location:</u>

SI. No.	Name of the site & location	Details	Area* (in sq. m)	Proposed IGBC rating
	Existing Building			
1	LHO Guwahati (6939),	G+8	10365	Latest IGBC rating for
	Assam			Existing commercial
				Building
2	SBILD, Guwahati(4961),	G+2	3239	Latest IGBC rating for
	Assam			Existing commercial
				Building
	Residential Building			
4	Officers Residential	G+3	10388	Latest IGBC rating for
	Complex, Bhangagarh,			existing residential
	Assam			building
5	Polo Bazar Staff	G+3	4214	Latest IGBC rating for
	Quarters, Shillong			existing residential
				building

The proposed work is to be carried out at:

* Area may vary by +-5%.

2.0 SCOPE OF WORK

2.1 Detailed Scope of Services to be rendered by Green Building Consultant

<u>Scope of work in brief</u>: IGBC consultant has to prepare all the necessary documents, drawings, photographs, formats, calculations, simulations, Single line diagram, lighting calculations, AC calculations and coordination with IGBC officials to fulfill/ complete the IGBC rating for all the locations.

2.2 Overall Scope of Work of Consultancy

- i) Evaluate realistic rating (certified/ Silver/Gold/Platinum) that can be aimed for the project.
- ii) Evaluate the project for all the prerequisites as required under the IGBC program.
- iii) Identify improvements required over and above what have already been considered.
- iv) Estimate financial implications for Client to implement the improvements suggested and achieve the IGBC rating.
- v) Estimate tangible benefits to Client over the life cycle of the Building.
- vi) Prepare time frame required for IGBC green campus implementation.
- vii) Suggestions on the usage of materials for the construction of the building.
- viii) Preparation of landscape plan highlighting the area of native/ adaptive species and identification of native/ adaptive species
- ix) Preparation of site plan showing the shade from the existing tree canopy in path ways and preparation of calculations showing the extent of shaded non- roof area. Preparation of campus electrical wiring diagram and showing the lighting fixtures and energy meters in that plan, calculations of light power densities for exterior and interior areas and building facades.
- x) Preparation of site plan showing the location of rain water harvesting systems, facilities for differently able people and turf area. And calculations for showing the extent of turf area in landscape
- xi) Preparation of Energy performance Index calculations. Simulation of energy report showing the annual energy consumption as per ECBC requirements Vis-à-vis actual energy consumption
- xii) Preparation of each regularly occupied naturally ventilated space and provides calculations of open able area with respect to carpet area.
- xiii) Submission of final documents and obtaining IGBC certificate to project implementation team.
- xiv) The scope of work includes eight (8) site visits each site of above said locations at Assam and Meghalaya and when required with consultant's own cost only.

3.0 **BUILT-UP AREA STATEMENT:**

LHO, Guwahati Building:

LHO building is (B+G+8) structure having two separate blocks namely "A" Block and "B" Block with a total built-up area of 10365 sq. m.

SBILD, Guwahati Building:

<u>SBILD Guwahati building is G+3 structure having two units Administrative and</u> <u>Hostel Block with a total built-up area of 3239 sq. m</u>

> ORC, Bhangaghar, Assam:

ORC Bhangagarh consists of 7 block each having G+3 structure and 1 block having Ground floor

C Block : 4 block with an built-up area of 1360 sq. m (each block)
D Block : 2 block with an built-up area of 1840 sq. m (each block)
E Block : 1 block with an built-up area of 1088 sq. m
Ground Floor Block : 180 sq. m

Polo Bazar Staff Quarter:

<u>Staff Quarter consists of 5 block each having G+3 structure</u> C Block :3 block with an built-up area of 775 sq. m (each block) D Block : 864 sq. m E Block : 1025 sq. m

5.0 The tender process will be in two bid system viz. Technical Bid & Price Bid.

5.1 Technical Bid: **Technical Bid (Envelop one)**: Super-scribed as **Technical Bid** "Appointment of Green Building Consultant for IGBC Facilitation, Preparation of Scheme, Monitoring, And Submission of Document to IGBC and assisting In obtaining Green Building Rating Certification From IGBC for Office/Branches of SBI In GUWAHATI CIRCLE"

- Submission of the hard copy of the following mandatory documents for at least one site each for commercial existing building and one residential complex
 - a. Work Order:
 - b. Completion Certificate:
 - c. Award of IGBC Certificate/Rating of previous works :

- d. Copy of Satisfactory Certificate from the Client:
- e. Complete tender document signed by Authorized person.
- f. Application form duly filled (Annexure-I)
- g. Bio-data of Consultant (Annexure-II)
- h. Work Experience (Annexure-III)

Note: TENDER WILL BE REJECTED IF THE TENDERER/BIDDER FAILS TO SUBMIT THE ABOVE SAID REQUISITE DOCUMENTS.

5.2 **Price Bid**: **Price Bid (Envelop Two)**: Super- scribed as **Price Bid** "Appointment Of Green Building Consultant for IGBC Facilitation, Preparation of Scheme, Monitoring, And Submission of Document to IGBC and assisting In obtaining Green Building Rating Certification From IGBC for Office/Branches of SBI In GUWAHATI CIRCLE"

The rates quoted by the bidder should be exclusive of GST as applicable. This envelope will contain the price bid as per the Annexure-IV i.e. cost of the work. All the tenderers are requested to note that SBI will not accept any conditional tender and the tender will be rejected if any tenderer found quoted conditional tender and if the same are not withdrawn at the time of opening of tender / price bid. All conditions if any to be loaded with rate. The rate should be exclusive of GST payable.

6.0 Tender Documents

6.1 The work has to be carried out strictly according to the conditions stipulated in tender consisting of the following documents and the most workmen like manner,

- a) General Conditions of Contract
- b) Special terms & Conditions of Contract
- c) Price bid

6.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below:

- a) General Conditions of Contract
- b) Special terms & Conditions of Contract

APPOINTMENT OF CONSULTANT FOR OBTAINING IGBC RATING OF BANK'S BUILDINGS UNDER LHO GUWAHATI

c) Price bid

6.3 The tender documents are not transferable.

7.0 Site Visit

The Bidder must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Bidder is requested satisfy himself regarding the availability of transport and communication facilities, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc; The Bidder will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

8.0 Earnest Money Deposit (EMD):-

8.1 The Bidder are requested to submit the Earnest Money of amounting Rs.10,000.00

to be deposited to A/C No. 10242804581 (SBI, LHO, PREMISES & ESTATE Department

Misc. Deposit account) maintained at SBI, Dispur Branch (IFSC code-SBIN0003030).

8.2 No interest will be paid on the EMD.

8.3 EMD of unsuccessful Bidders will be refunded within 30 days of award of Contract

on submission of details of Bank Account by the bidders.

8.4 EMD of successful Bidder will be retained as a part of security deposit.

8.5 The EMD shall stand absolutely forfeited if the Bidder revokes his tender at any time

during the period when he is required to keep his tender open acceptance by the SBI

or after it is accepted by the SBI, the Consultant fails to enter into a formal agreement

or fails to pay the initial security deposit as stipulated or fails to commence the work

within the stipulated time.

9.0 Signing of Contract Documents

The successful Bidder shall be bound to implement the contract by signing an agreement and conditions of contract (draft agreement attached herewith) within 7 days from the receipt of intimation of acceptance of his tender by SBI. However, the written acceptance of the tender by the Bank will constitute a binding agreement between SBI and successful Bidder whether such formal agreement is subsequently entered into or not.

10.0 Completion Period

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a timeline mentioned above from the date of issue of work order.

11.0 Validity of Tender

Tenders shall remain valid and open for acceptance for a period of three months from the date of tendering Process. If the Bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

12.0 Liquidated Damages

The liquidated damages shall be 0.5% of the accepted tendered cost per week for the delayed period subject to a maximum of 5% of contract value.

13.0 Tendered Rates and Prices

13.1 The Bidders shall quote their rates for individual items as per annexure-IV in tender document. The rate quoted shall be firm and shall include all costs of travelling, boarding, lodging for minimum eight (8) times per site (Office/residential) for periodical inspection, taxes if any (other than GST) as may be applicable. Bank will only pay GST in addition to quoted rates.

13.2 Rates as bid in the "Price Bid" will be the basis of final order placement.

14.0 CONTACTING THE BANK:

14.1 No Bidder shall contact Bank on any matter relating to its Bid, from the time of opening of Technical Bid to the time the Contract is awarded.

14.2 Any effort by a Bidder to influence Bank in its decisions on Bid evaluation, or contract award may result in rejection of the Bid and Bank may take suitable action against the Bidder(s).

15.0 Timeline for completion of the all the Project:

SI. No.	Description of the work	Timeline
1	Site visit by the consultant from the date of receipt of work order for all sites	Within 10 days
2	Submission of visit report at our Office along with the recommendations for all the sites	Within 30 days
3	Time period for complying the recommendations/ observations made by the consultant for all the sites	Within 30 days
4	Preliminary submission of documentation to IGBC by consultant post compliance of observations made by them for all the sites	Within 15 days
	Review by IGBC	<u>As per their timeline</u>
5	Observations made by IGBC (if any) to be complied by the Bank under the guidance of consultant for all sites	Within 20 days
6	Final submission of documentation to IGBC by the consultant for all the sites	Within 20 days
	Final review & award of rating by IGBC	<u>As per their timeline</u>
7	Acceptance of rating by project and appeal of announcement, if any.	Within 30 days
	Total	125 days (excl. appeal)

16.0 PRELIMINARY EXAMINATION

16.1 Bank will examine the Technical Bids to determine whether they are complete, on required formats & accompanied by supporting Documents and the Bids are conforming to all the terms and conditions of the Bidding Document without any deviations and are generally in order.

16.2. Non-submission/partial submission of documents will leads to rejection of tender. In this regard, no further communication will be entertained related to non submission/partial submission of required documents in tender.

17.0 TECHNICAL EVALUATION& PRICE BID

17.1 Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

17.2 During evaluation of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

17.3 The tenders must be unconditional. Conditional tenders leading to unknown/ indefinite liability may be summarily rejected.

17.4 EVALUATION OF PRICE BIDS AND FINALIZATION: Only those Bidders who qualify in Technical evaluation would be shortlisted and the price bid submitted by the bidder will be opened.

18.0 AWARD OF WORKS

18.1 Bank will award the Contract to the successful Bidder whose Bid is the lowest evaluated Bid.

18.2 BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Bank/ SBI reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to award of the contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

18.3The acceptance of a tender rests with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.

18.4 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the PO within 15 days of receipt of the communication and to enter into an agreement with the Bank.

19.0 PAYMENT TERMS: As per NIT

19.1. GST as applicable shall be paid extra and the same shall be clearly shown in the invoices.

19.2 Statutory deduction towards income tax and other taxes as and when directions from statutory bodies are received will be made at the time of making payments.

19.3 **GST:**

a. It is the responsibility of the bidder to ensure that the GST is valid and active. Payments will not be made to inactive or invalid GST invoices.

b. Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. Non-GST invoices will not be accepted. The vendor should comply with the following.

c. Vendor should have GST Registration Number

d. Invoice should specifically disclose the amount of GST levied at applicable rate as per GST provision

e. In case of Correction in the bills after scrutiny, vendor should submit fresh bills for payment

f. Vendor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the vendor

g. The GST Number of State Bank of India for Assam-18AAACS8577K1ZO

20.0 TERMINATION OF CONTRACT BY BANK

If the vendor/consultant/consulting firm being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the vendor in insolvency, shall repudiate the contract, or if a receiver of the vendor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the contract, and if so required by the Bank to give

reasonable security therefore, or if the vendor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the vendor, or shall assign, charge or encumber this contract or any payments due or which may become due to vendor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the vendor within three clear days after the notice shall have been given to the vendor in manner hereinafter mentioned requiring the vendor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the Bank not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the Bank after three clear das notice requiring the vendor so to do shall have been given to the vendor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the Bank of the obligations and liabilities of the vendor the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the vendor (without thereby creating any trust in favor of the vendor) further the Bank or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other vendors or other persons or person to complete the works, and the vendor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other vendors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the Bank shall give notice in writing to the vendor to remove his surplus materials and plants and should the vendor to remove his surplus materials after receipt by him the Bank may sell the same by Public Auction and shall give credit to the vendor for the amount so realized. Any expenses or losses incurred by the vendor for the amount so realized. Any expenses or losses incurred by the Bank in getting the amount payable to the vendor by way of selling his tools and plants or due on account of work carried out by the vendor prior to engaging other vendors or against the Security Deposit.

21.0 DISPUTES/ARBITRATION:

21.1 All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably.

21.2 If however, the parties are not able to solve them amicably, either party (Bank or

Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

21.3 In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Guwahati.

21.4 The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

21.5 Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

22.0 Governing Language:

All communication with respect to the Bid, clarifications, replies, contract documents etc. shall be in English.

23.0 Reference Standards for Services

The Consultant is required to provide services based on extant rules, IGBC Manuals, local bye – laws, applicable standards, CPWD specifications / schedules, and sound engineering practices all updated, and/or as instructed in writing.

UNDERTAKING TO BE SUBMITTED BY THE L1 BIDDERS

Date:

To The Asstt. General Manager(P&E), PREMISES & ESTATE DEPARTMENT 3rd Floor, SBI Guwahati LHO Building, P.O. Assam Sachivalaya, Dispur-781006.

Sub: <u>Tender FOR</u>......dated......vide, NIT No......dated.....

Dear Sir,

We confirm that we have quoted.

1. -----

as our final lump sum prices during the tendering process conducted on dated

2. We undertake, if our Proposal is accepted, to complete the work within timelines as specified in the NIT after handing over the site.

3. We agree to abide by the Proposal and the rates quoted therein for the contract awarded by the Bank.

4. Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

WE UNDERSTAND THAT STATE BANK OF INDIA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ASSIGNING ANY REASON WHATSOEVER THEREOF.

DATED THIS _____ DAY OF _____ 202___

Signature of Bidder/Vendor/Consultant in the capacity of Duly authorized to sign Proposal for and on behalf of

DRAFT FORM OF AGREEMENT

ARTICLES OF AGREEMENT made the ___ day of September 2024, between _____ of (hereinafter called the "Employer") of the one part and ______ (hereinafter called "The Vendor") of the other part, whereas the Employer is desirous of getting the work of "

" executed and has caused drawings, conditions of contract, specifications and schedule of quantities etc., describing the works prepared by _____

AND WHEREAS the SAID DRAWINGS numbered as per list attached inclusive of and the conditions of contract, specifications and schedule of quantities etc., have been signed by or on behalf of the parties hereto.

AND WHEREAS THE VENDOR has agreed to execute upon and subject to the conditions set forth in the Schedule hereto (hereinafter referred to as "Said Conditions") the works shown upon the said drawings and described in the same specifications and included in the said schedule of quantities for such sum as may be ascertained to be payable in terms of the Bills of Quantities, and which sum is estimated to be ₹______ (hereinafter referred to as "Said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the said sum to be paid at the times and in the manner set forth in the said conditions, the vendor shall upon and subject to the said conditions, execute and complete the work shown in the said drawings and described in the said specifications.
- 2. The Employer shall pay the vendor said sum or such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
- 3. The term "Consultant" in the said conditions shall mean the said , or in the event of their ceasing to be the Consultant for the purpose of this contract, such other person as shall be nominated for that purpose by the Employer, not being a person to whom the vendor shall object for reasons considered to be sufficient by the Arbitrator mentioned in the said conditions provided always that no persons subsequently appointed to be the Consultant under this contract shall be entitled to disregard or over-rule any previous decision or approval or direction given or expressed by the Consultant for the time being.

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- 4. Tender documents containing work order Notice to the Vendor, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Specifications and Schedule of Quantities with the rates entered therein, shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions contained.
- 5. The contract is neither a fixed lump sum contract or a piece work contract, but is a contract to carry out work in respect of the entire works to be paid for according to actual measured quantities, including variations from BOQ at the rates contained in the Schedule of rates and Probable bill of quantities or as provided in the said conditions.
- 6. The Employer through the Consultant, reserves to himself the right of altering the drawings and natures of the work, of adding/substitution to or omitting any items of work or having portions of the same carried out through alternate agencies without prejudice to this contract.
- 7. Time shall be considered a the essence of this agreement and the vendor hereby agrees to commence the work soon after the site is handed over to him but within 7 days reckoned from the date of issue of work order to execute the work, as provided for in the said conditions and complete the entire work in 120 **days** (as mentioned in NIT) subject to nevertheless to the provisions for extension of time.
- 8. This agreement and contract shall be deemed to have been made in GUWAHATI and any questions or dispute rising out of or in any way connected with this Agreement and Contract shall be deemed to have arisen in GUWAHATI and only the courts in GUWAHATI shall have jurisdiction to determine the same. The limitation period will be 90 days from the date of dispute having arisen.

AS WITNESS our hand this _____ day of _____ 202_ Signed by the said in the presence of:

1) Witness Signature: Vendor Signature:

Name: Address:

2) Witness Signature:

Employer Signature

Name: Address:

SPECIAL TERMS AND CONDITIONS

- 1. Facilitation to achieve IGBC Rating.
- a) Overall facilitation to obtain IGBC rating with reference to IGBC Manual listed therein.
- b) Facilitate the project Design team to select materials/ equipment to meet the IGBC mandatory.
- c) Prepare and provide all necessary templates for the design team, so as to meet IGBC requirement.
- d) Prepare the documentation as stipulated by IGBC. Filter, cross validate, verify consistency, add value and consolidate to make the document suitable for submission to IGBC.
- e) All the drawings approved by IGBC shall be the property of the client / owner. The same shall be submitted to the client / owner immediately after getting them approved.
- f) The Consultant shall be required to submit 04 (four) hard copies & soft copy of the drawings, estimates, design documents etc. (in case of alteration in existing set up, if any) along with scheme details for reference and record at all stages of work enumerated.

APPLICATION FORM

ANNEXURE-I)

1.	Name of the vendor/Consultant Firm/Company:	
2.	Type of Organisation	
Z.	(Whether Sole Proprietorship, Partnership,	
	private Limited or Co-op. body etc.)	
3.	Year of establishment of the Firm/company	
4.	Whether registered with the registrar of	
	companies / registrar of firms (if so, mention	
	number & date of registration, and submit	
	supporting documents)	
5.	Year since the firm/ company is in the line of	
	business/ activity of construction of multi	
	storied residential buildings	
6.	Official/ registered address of the firm/	
	company	
7.	Correspondence address of the firm	
8.	Email-ID of the firm/company	
9.	Landline number (with STD code) of the	
	office/ firm	
10.	Mobile number of the office/ firm/ company	
11.	Name, mobile number & email ID of contact	
	person	
12.	Name/s of partners / proprietor/ directors/	
	key person of the firm	
	(Details of address, contact number,	
	qualification etc to be submitted	
13.	Address of office in Guwahati, if available.	
14.	Whether Firm is having ISO Certification?	
	Mention details	
15.	Whether member of any professional	
	body/association. If any Please give details &	
	enclose certificate viz. IGBC	
16.	GST Registration number	
	(Photocopy to be attached)	
17.	PAN No.	

10	Professional Tax registration no	
	Professional Tax registration no.	
19.	Educational qualification of the proprietor/	
	partner/ director/key person	
20.	Details of Similar works of Commercial/ Office	
	Project completed during the last 7 years, as	
	per format given in annexure	
	(Copies of work orders & completion	
	certificates must be enclosed)	
21.	Value of Single Largest Project for Similar Work	
	for Office/ Commercial project completed in	
	the last 7 years	
22.	Details of Similar work under execution	
23.	Number of years of experience in the field of	
	IGBC as a consultancy firm of commercial/	
	office buildings	
24.	Mention is black listed and / or blacklisting	
	proceedings pending with any client. Details	
	of the same, with reasons, to be furnished.	
25.	Details of disputes /litigations, if any, during	
	the period of last 07 years	
26.	Whether any penalty imposed by law	
	enforcing agencies such as labour	
	department, sale tax, GST, etc.	
27.	Details of penalty / liquidated damage	
	imposed by any client for defective	
	/delayed/non-completion of work or violation	
	of terms of the contract, during the last 7	
	years, ended on 31.08.2024. If yes, please	
	provide details thereof, with reasons.	
28.	Whether firm had been barred from	
	participating in the bidding process or kept in	
	cooling period/under suspension by any	
	client, during the last 7 years, ended on	
	31.08.2024. If yes, please provide details	
	thereof, with reasons.	
29	Please indicate details of any	
_/.	bankruptcy/winding up of proceedings at	
	any point of time in past	

(ANNEXURE-II)

BIO-DATA OF THE CONSULTANT

1. Name	:	
2. Date of Birth	:	
3. Associates with the organization sin	ce:	
4. Professional Qualification	:	
5. Professional Experience	:	
6. Professional Affiliation	:	
7. Membership in	:	
8. Details of Published papers	:	in Magazine / Journals (if any)
 Details of cost-effective methods/ in the projects 	:	innovative techniques adopted
10. Exposure to new materials/	:	Technology

Signature of Applicant

(ANNEXURE-III) DETAILS OF ALL 'SIMILAR' WORKS COMPLETED (IGBC EXISTING BUILDINGRATING)DURING THE LAST SEVEN YEARS ENDING BY 31st August 2024 (atleast one each for office & residential project)

1	2	3	4	5	6	8	9	10	11	12
S. No.	Name of work/ project & location	Owner or sponsoring organization s	Date of Agreement with the owner	Scope of work executed	Area of the campus awarded IGBC rating.	Date of commenc ement as per contract	Actual date of completion	Litigation/ Arbitration pending/ In progress with details (if any)	Name and address with contact No. of Officer of client to whom reference shall be made	Remarks

Signature of Applicant

Note: Actual date of completion of the project should be within 7 years ending 31.08.2024 for taking into eligibility consideration. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

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ANNEXURE-IV

TENDER REF. NO.	P&E/2024-25/tender/64
DATE	03.09.2024



(PRICE BID)

P & E DEPARTMENT, LHO GUWAHATI

<u>INVITES</u>

TENDER FOR

APPOINTMENT OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION, PREPARATION OF SCHEME, MONITORING, AND SUBMISSION OF DOCUMENT TO IGBC AND ASSISTING IN OBTAINING GREEN BUILDING RATING CERTIFICATION FROM IGBC FOR IDENTIFIED BRANCHES/OFFICESOF STATE BANK OF INDIA, GUWAHATI CIRCLE

ELIGIBILITY CRITERIA: BANK'S APPROVED IGBC CONSULTANT CAN ONLY PARTICIPATE IN THIS TENDER.

Assistant General Manager (P&E) Premises & Estate Department, State Bank of India, 3rd Floor, Block A, SBI LHO BUILDINGs, DISPUR, GUWAHATI - 781006

SI.	Description	Area* (in	
No.		sq. m)	amount in
			Rs. (excl. GST)
	Branch Building		
1	LHO Guwahati(6939), Assam	10365	
2	SBILD, Guwahati(4961), Assam	3239	
	Residential Building		
4	Officers Residential Complex, Bhangagarh,	10388	
	Guwahati		
5	Polo Bazar Staff Quarters, Shillong, Meghalaya	4214	
	Grand Total (Excl. GST		

PRICE BID

*Area may differ by +-5%.

Note:

- Above quoted consultant fee amount should be inclusive of all conveyance charges, lodging & boarding charges, administrative charges, duties, taxes (other than GST), incidental charges etc., whatsoever. No other additional fee/expenses/charges shall be paid by the Bank. Only GST will be paid by the Bank as applicable.
- > All Official fees for IGBC will be paid by the SBI only.
- SBI will not pay any extra amount other than quoted amount plus GST towards consultancy. Conditional tenders will be rejected.
- The Consultant or their Senior Executives or their representatives should visit up to eight (8) times per site (Office/residential complex) for periodical inspection till completion of certification.
- Apart from the above mentioned eight mandatory visits, Consultant may have to visit the site as and when requested by Bank/PMC. The cost for conveyance for each additional visit shall be reimbursed to the Consultant on production of actual bills. Bank will arrange for lodging and boarding at Guwahati & Shillong for additional visits only.