

Notice Inviting Tender

PRE-QUALIFICATION FOR ENGAGEMENT OF HVAC CONSULTANT FOR REPLACEMENT OF EXISTING 4x120 Tr CHILLER BASED HVAC PLANT AT SBI, LHO, JAIPUR, LOCAL HEAD OFFICE, C-SCHEME, TILAK MARG, JAIPUR-302005

State Bank of India (SBI, LHO, JAIPUR), Local Head Office, Jaipur invites Expression of Interest from HVAC Consultant firm having experience in Design Engineering of energy efficient chiller based centralized HVAC plant for replacement of our existing 4x120Tr HVAC plant with cooling tower. The detailed prequalification criteria, scope of the services to be offered, terms and conditions for engagement of project consultant are as under:

| | | | |
|----|--|---|---|
| 1. | Name of Work | : | Expression of Interest for Engagement of HVAC Consultant for retrofitting of existing 4x120Tr with energy efficient chiller plant |
| 2. | Building details | | G+4 building with basement. Build-up area of each Floor is 22,400 square feet Total build-up area of LHO Building is 1,12,000 Square feet. Chiller plant is located at the basement floor. |
| 3. | Details of existing centralized AC plant | : | HVAC Plant 4x120 Tr VOLTAS MAKE, 1995 year (3 units operational + 1 Non-operational) Compressor: Reciprocating type, 150 Hp motor Condensate water pump: 04 nos. x 20 HP Chilled water pump : 04 nos. x 20 HP Cooling tower fan: 02 Nos x7.5 HP AHU motor : 01 No 7.5Hp (A wing)+ 01 No x 7.5hp (B wing) at each floor |
| 4. | Earnest Money Deposit | : | Rs. 5,000/- (Rupees Five Thousand only) by crossed Bank Draft/ Banker's Cheque drawn in favour of State Bank of India , Payable at Jaipur (to be enclosed in sealed envelope as a |

| | | | |
|-----|--|---|---|
| | | | part of Technical Bid). |
| 6. | Last date and time of receipt of Tenders | : | 21.09.2024 up to 3.00 P.M. |
| 7. | Address at which the Tenders are to be submitted | : | <u>Technical Bid & PRICE BID to be submitted in separate sealed envelope in hard copy at Premises & Estate Department, State bank of India, Local Head Office, C-scheme, Tilak Marg, Jaipur-302005</u> |
| 8 | Pre-bid meeting date | | 16.09.2024 at 3.30 P.M. in the office of Premises & Estate Department, State bank of India, Local Head Office, C-scheme, Tilak Marg, Jaipur-302005 all the queries must be sent through e-mail- agmpremises.lhojai@sbi.co.in before pre-bid meeting date and time. |
| 9 | Date and time of opening of Technical bid | : | 21.09.2024 AT 3.30 P.M. |
| 10. | Place of opening Tenders | : | Premises & Estate Department, State Bank of India, Local Head Office, C-scheme, Tilak Marg, Jaipur-302005 |
| 11 | Contact person | | Shri Mahesh Chand Garg Deputy Manager (Electrical Engineer) 9972590352 |

Mode of Submission of Tender: The tender shall be submitted in two-bid system in accordance with the procedure detailed herein below. Technical bid (**Envelope-1**) and price bid to be submitted in separate sealed envelope (**Envelope-2**) of appropriate size and both these envelopes put in third envelope (**Envelope -3**)

- **Technical Bid:** technical envelope shall contain the following documents only
- Earnest Money Deposit (EMD)
- Documents mentioned in eligibility criteria.
- Tender document all pages duly stamped and signed.
- Application form (Annexure-I)

□ **Price Bid:** to be submitted in separate sealed envelope other than technical bid envelope duly super scribed shall contain only rate as % of project cost strictly on letter head of firm as per Annexure-II at last page of this tender document.

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time. State Bank of India **will not be responsible for late receipt of application due to postal delay or any other reason/s.**

State Bank of India has the right to accept / reject any or all tenders without assigning any reasons and no correspondence shall be entertained in this regard

AGM, Premises & Estate Department, LHO Jaipur

SIGNATURE OF THE BIDDER

1. **Disclaimer**

- 1.1. The information contained in this Tender document or information provided subsequently to Bidders / Consultant whether verbally or in documentary form/email by or on behalf of State Bank of India, is subject to the terms and conditions set out in this document.
- 1.2. This is not an offer by SBI, but an invitation to receive responses from the eligible PPA cum PMCs (Bidders / Consultant). No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidders / Architects.
- 1.3. The purpose of this document is to provide the eligible Bidders / Consultant with information to assist preparation of their Bid proposals. This document does not claim to contain all the information each Bidders / Consultant may require. Each Bidders / Architects should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this document and where necessary obtain independent advices/clarifications. SBI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document.
- 1.4. The SBI, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- 1.5. The SBI also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this document.
- 1.6. The issue of this document does not imply that the SBI is bound to select an Architect for the Project and the SBI reserves the right to reject all or any of the Architects or Bids without assigning any reason whatsoever.
- 1.7. The Bidders/ Consultant are expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the Bidders risk and may result in rejection of the Bid.

ELIGIBILITY CRITERIA

1. The applicant should meet the pre-qualification criteria detailed in the table below:

| S. No. | Pre-Qualification Criteria | Remarks |
|--------|---|---|
| i. | <p>The firm should have successfully completed similar works during last 5 years ending last day of months previous to the one in which applications are invited should be either of the following:</p> <p>i) Three similar completed projects capacity of chiller-based HVAC plant not less than 40 % of 504 Tr (4x120 Tr). Or</p> <p>ii) Two similar completed projects capacity of chiller based HVAC plant not less than 50 % of 504 Tr (4x120 Tr) or iii) One similar completed project capacity of plant not less than 80 % of 504 Tr (4x120 Tr).</p> <p>(Similar work means chiller-based HVAC installation projects in Central Govt/ State Govt/Public sector units (PSU)/Public Sector Bank's (PSB) organizations or in reputed MNC's/ or Private organisation/ hospitals having built-up area not less than 60,000 Sqft. etc)</p> | Copies of work orders, completion certificates, client details for qualifying works should be submitted as documentary evidence. |
| ii. | Previous three years balance sheet ending march (Financial year 2020-21, 2021-22 & 2022-23) | Copies of Audited Balance sheets, Profit Loss Statement, minimum three financial years should be submitted as documentary evidence. |
| iii. | EMD of Rs 5000/ | In favour of " State Bank of India ", payable at Jaipur |
| iv. | Vendor should be registered for GST | Copy of GST registration should be submitted. |
| v. | Vendor should be holder of a PAN Card | Copy of PAN Card should be submitted. |
| vi. | Vendor must have ISHRAE membership. | Copy must be enclosed. |

2. The application should contain the following documents:

- i. EMD as per NIT.
- ii. Copies of work orders, completion certificates for qualifying works mentioned in Annexure II should be submitted as documentary evidence.

- iii. Copies of Audited Balance sheets, Profit Loss Statements,
- iv. Copy of PAN card
- v. Copy of GST registration certificate
- vi. Copy of ISHRAE membership

**SBI, LHO, JAIPUR, LHO, Jaipur
Premises & Estate Department**

SIGNATURE OF THE TENDERER

SCOPE OF WORK & TIME SCHEDULE

| S. No. | Submission | Completion time |
|--------|---|--|
| 1 | Execution of agreement & site visit of centralized HVAC plant and building floors for heat load study | Within two weeks from the date of receipt of work order. |
| 2 | Submission of Detailed technical report with following parameters <ul style="list-style-type: none"> a) Floor wise (wing A & Wing B separately) air-conditioning requirement as per heat load study and other technical parameters. b) Details of energy efficient chiller plant capacity requirements c) Details of per ton power consumed by existing plant and per ton power to be consumed by proposed energy efficient chiller plant. d) Details of equipment to be replaced in compatibility with energy efficient chiller plant (e.g. chilled water pump, condensate water pump, AHU motor, cooling tower fan motor, cooling tower material, chilled water & condensate water pipe line, valve, VVVF drives and existing HVAC duct etc.) e) Feasibility of building Management System (BMS) with existing Duct. f) Total expenditure required for above work and any other allied work (Project cost). g) Total project completion time from date of award of work (e.g., approval of drawings, manufacturing & delivery time, installation and commissioning time) | Within three weeks from the date of execution of agreement/ work order acceptance. |
| 3 | Submission of Drawings and Draft tender documents with detailed technical specifications complete in all respect. | Within 2 (two) weeks from the date of receipt of approval for expenditure from the Bank |

| | | |
|----|---|--|
| 4 | Submission of comparative statement after invitation tenders | Within 2 (two) weeks from the date of receipt of tenders from the Bank. |
| 5. | Site visit as and when required at material delivery inspection, installation and commissioning time and planning to replace in existing plant to avoid discomfort to building. | As per material delivery and progress of work |
| 6. | Submission of variation orders/ extra items | Within a fortnight from the date of receipt of Bank's approval of the variation. In the case of variation costing less than Rs. 25,000/- or the amount authorized, as the case may be, within one week from the date of issue of instructions by the HVAC CONSULTANTS to the contractors. |
| 7 | Scrutiny of running / final bills and recommendations | With-in two weeks from date of receipt of letter |

b) Calling of competitive tenders from OEM in consultation with SBI, LHO, JAIPUR including preparation of detailed estimates, draft tenders and preparation of panel of contractors etc.

c) Assisting SBI, LHO, JAIPUR for pre-qualification of contractors by following elaborate procedure / norms laid down by Bank/ CVC guidelines.

(d) Detailed scrutiny of the tender received including preparation of the comparative statement etc. and submission of recommendations for acceptance or otherwise, of the tender of successful bidder / vendor, placing of work order etc.

(e) Preparation and issuance of detailed working drawings minimum 3 sets to the contractor along with work order so that work is not held up at any point of time for want of the drawings / details. 2 sets of such drawings will have to be issued to SBI, LHO, JAIPUR for its records.

(f) Verification of running account, final bills of contractors, finalization of accounts, extra / deviated items, rate analysis, as per CVC / Bank's guidelines at site.

(g) During the defects liability period carrying out periodical inspection along with representatives of SBI, LHO, JAIPUR and contractor, preparation of the list of defects list and arrange for its rectification from contractor.

(h) Bank's projects come under Technical Audit by Chief Technical Examiner's Organization of Central Vigilance Commission. Submission of Reply to their queries, compliance of their observations etc. are statutory requirement of Bank's.

(i) The list of duties mentioned above is only indicative and the HVAC Consultant will have to assume full responsibility for completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible work man like manner in all respects till its completion within the agreed time schedule and cost by following laid down norms / procedure of SBI, LHO, JAIPUR and guidelines of CVC in an open and transparent manner to the satisfaction of the Bank and towards achieving this goal whatever is required to be done will have to be arranged by the consulting firm with the approval of SBI, LHO, JAIPUR.

Signed as token of acceptance.

Signature of HVAC Consultant with

seal

Date: Place:

TECHNICAL SCORING PARAMETERS THEIR WEIGHTAGE

| Sr. No. | Parameter | Maximum Marks |
|----------------|--|----------------------|
| 1 | <i>Experience of the firm for similar works</i> | 20 |
| | up to 5yrs = 5 marks, | |
| | More than 5yrs and up to 15 yrs.= 10 marks, More than 15 yrs. and up to 20 yrs.= 20marks, | |
| 2 | <i>Experience in installation of chiller based centralized plant at least (4x120Tr/480 Tr) capacity</i> | 20 |
| | Experience in installation of new centralized chilled based HVAC plant in new building project : 10 Marks | |
| | Experience for replacement of centralized chilled based HVAC plant in existing building (Retrofitting project):20 Marks | |
| 3 | <i>Maximum capacity Project of any single project handled</i> | 20 |
| | Minimum one or two project minimum 80% of 504 Tr chiller plant = 05 marks | |
| | Minimum three project 80% of 504 Tr=10 marks | |
| | Minimum five projects but not less than capacity 80% of 504 Tr = 20 marks | |
| 4 | <i>in the last 5 years as on 30.08.2024 for Public Sector Organization / Public Sector Bank / Central Government Department /reputed Multinational Corporate Houses / Building or hospitals having at least 60000 Sqft Built-up Area</i> | 10 |
| | Experience with PSUs / Banks/ Central Govt/ state Govt : 05 Marks | |
| | State Bank of India (Only at LHOs, Corporate Centres or its establishment situated in PAN INDIA : 10 Marks | |
| 5 | <i>Having Local Office at Jaipur.</i> | 10 |
| | i) No office: 0 marks | |
| | ii) Full-fledged office: 10 marks | |
| 6 | <i>Feedback from client Time</i> | 10 |
| | a) No response within 7 days (0 Marks) | |
| | b) Response with positive feedback (10 Marks) | |
| 7 | Accredited HVAC Consultant with ISHRAE member ship i) ISHRAE membership : 10 marks ii) No ISHRAE membership : 00 marks | 10 |

Bidders are advised to note that evaluation of offers will be under Combined Quality cum Cost Based System (CQCCBS). The methodology under this system will be as under:

Preliminary evaluation of the technical bids will be done to ensure that the bidders fulfil the basic selection criteria as per detailed terms and conditions specified in the tender documents.

Thereafter, the technical bids will be subjected to detailed evaluation by allotting marks on various parameters/criteria prescribed in the bid document to arrive at the qualifying marks.

Qualifying marks obtained by each bidder will be allotted a weightage of **70%** while the **financial bids** will be allotted weightage of **30%**.

The price bids of only those bidders who qualify technically by obtaining a minimum qualifying mark of 50% in their technical evaluation, will be opened.

Price bid of the bidder with the lowest cost will be given a financial score of 100 and other bids will be given financial score that are inversely proportional to their quoted prices. Similarly technical bid of the bidder having obtained highest marks will be given technical score of 100 and other bids will be given technical score inversely proportional to the marks obtained by them.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

On the basis of the combined weightage score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The bidder obtaining the highest total combined score in evaluation of cost and quality will be ranked as H-1 followed by the bidders securing lesser marks as H-2, H-3 etc. The bidder securing the highest combined score and ranked as H-1 will be invited for negotiation, if required and shall be considered for awarding the contract/order. The formula for working out the combined score will be as under:

$$\text{Total scores} = T(w) \times T(s) + F(w) \times F(s)$$

T(w) stands for weightage for technical score i.e., 0.7

T(s) stands for technical score evaluated as mentioned in (v) above

F(w) stands for weightage for financial score i.e., 0.3

F(s) stands for financial score evaluated as mentioned in (v) above

We produce below an example to clarify the matters. Suppose there are three bidders (A, B & C) qualified based on the marks received / technical parameters and the marks received by them and rate quoted by them are as under:

| Bidder | Marks obtained in Technical bid | fee quoted. |
|--------|---------------------------------|-------------|
| A | 80% | 1.25% |
| B | 70% | 2.0% |
| C | 75% | 1.0% |

For the purpose of evaluation, the three bidders will be given scores as under:

| Bidder | Technical score | Financial score |
|--------|-----------------|-----------------|
| A | 100 | 80 |
| B | 87.5 | 50 |
| C | 93.75 | 100 |

Total Score of the bidder will be as under:

$$A = 0.7 \times 100 + 0.3 \times 80 = 94 \text{ (H2)}$$

$$B = 0.7 \times 87.5 + 0.3 \times 50 = 76.25 \text{ (H3)}$$

$$C = 0.7 \times 93.75 + 0.3 \times 100 = 95.625 \text{ (H1)}$$

Bidder 'C' (H1) is the successful and Bank/ SBI, LHO, JAIPURIMSPL may select bidder C as HVAC Consultant after approval from competent authority.

Note: In respect of grading and score, the decision of selection committee of the Bank/ SBI, LHO, JAIPURIMSPL will be final and will be binding for the Bidders. The same cannot be challenged.

DRAFT OF AGREEMENT

ARTICLES OF AGREEMENT made this.....day of **MONTH** **YEAR** between the State Bank of India, a corporation constituted under the State Bank of India. Act. 1955 and having its Local Head Office at **C-Scheme, Tilak Marg, Jaipur-302005** and many other places (hereinafter referred to as “the BANK” which expression shall include its successor or successors and assigns) of the ONE PART through the authorized officer
Shri....., ASSISTANT GENERAL MANAGER (PREMISES & ESTATE)

AND

M/s..... a company having its registered office at(hereinafter called ‘the Contractor’ which expression shall include its present Proprietor/Directors and also the Directors from time to time as also their respective successors, legal representatives, administrators and assigns) of the other part.

Whereas the Bank is desirous of executing certain works carried out at **SBI, LHO, JAIPUR LOCAL HEAD OFFICE, JAIPUR** in regard to(hereinafter called “the said work”),

Whereas the Employer intends to construct it’sat.....
and whereas the firm as HVAC CONSULTANTS for the said
(Hereinafter called the ‘said works’) and

Whereas the Employer is desirous of engaging the said HVAC CONSULTANT for the said work by their letter No.

.....dated (hereinafter called the ‘Said works’) and whereas the HVAC CONSULTANTS have accepted the said engagement by their letter No. dated Now, therefore, this agreement witnessed that the said M/s.

.....are hereby appointed HVAC CONSULTANT for above referred to on the following terms and conditions:

1. HVAC CONSULTANT Services:

The HVAC CONSULTANT shall render the following services in connection with and in reference to the said works:

- a) Heat load study, HVAC energy efficient chiller plant design, building management system, VVVF design for AHU and other technical parameter design, making approximate project cost estimates. Submission of detailed calculation for power saving for replacement of existing chillers with energy efficient chillers and approximate pay-back period.

d)Preparation of detailed tender documents, lists of various tests to be conducted by the contractors or got done through laboratories for materials, works site etc and getting them approved by the Employer. Comprehensive AMC should be part of price bid document.

e) Preparing select list of OEM vendors contractors i.e. short listing of contractors after scrutinizing the applications received in response to the press notice for pre-qualification of contractors and inspection of some of the works done by them with the approval of the Employer, inviting the tenders, preparing comparative statements and submitting the assessment reports and recommendations thereon to the Employer, assist the Employer to conduct negotiations with the tenders where necessary and after the Employer's decision on the tenders, preparing contract documents and getting those executed by the concerned contractors. It is clearly understood that the Bank shall employ services of Project/Management HVAC Consultants supervision and ensuring that the said works are being executed as per the plans and designs and specifications prepared by the HVAC CONSULTANT and provided for in the contract agreement with the selected /appointed contractors for various disciplines of the said works, monitoring of the project, checking the materials/works, getting various tests for materials and works done, correct measurements of the works, initial scrutiny of the contractors bills at site and making the recommendations to the HVAC CONSULTANT.

f) The HVAC CONSULTANT shall not also undertake, execute or carry out any variations or extra items of works in excess of Rs.25, 000/- (Rupees Ten Thousand only) or such amount as the employer may expressly authorize by separate letter. All variations and extra items allowed within the discretion of the HVAC CONSULTANT as well as costing Rs. 2,500/- and above or the amount authorized shall be referred to the Employer together with the reasons for making such deviations and by furnishing an analysis of the extra cost involved thereby. All orders given to the contractors by the HVAC CONSULTANT for any authorized deviations shall be issued within a fortnight from the date of issue of instructions for deviations but after getting the Employer's approval. The HVAC CONSULTANT shall on no account permit the contractors to include cost of variations or extra items of work in the running bill or certify the payments for such variations or extra items till the rates therefore are accepted by the Employer. In case of any additions or variations above Rs. 25,000/- are carried out without the prior approval of the Employer, the Employer shall not be liable to pay the contractors for such additions and variations and the HVAC CONSULTANT shall also not be entitled as a right to claim fees for such additional or deviated items of works.

g) Whenever the work is examined by the Chief Technical Examiner of the Central Vigilance Commission and if he brings to the notice of the Bank any defective or substandard work or any irregular/ excessive payments the HVAC CONSULTANT shall take necessary action to get the defect rectified and / or recover the irregular payments. They may bring such matters in writing to the notice of the concerned contractors by putting the correspondence/ their letters and to take immediate action to get the matter set right and report back to the HVAC CONSULTANT for compliance. The HVAC CONSULTANT shall assist the Employer to send suitable reply to the Chief Technical examiner's queries in shortest possible time.

h) In case of any disputes with the contractor (s) or disputes arising out of the said project execution as well in the matter of arbitration (either initiated by the contractors or the Bank) pertaining to this project, the HVAC CONSULTANT shall assist the Employer from time to time by drafting suitable replies in consultation with the legal advisers. And protect the interest of the Employer.

i) The HVAC CONSULTANT shall, on the completion of the work, supply to the Employer free of cost two copies of not less than 1:100 scale drawings (one of which shall be in AUTOCAD format on a compact disc or pen drive. The HVAC CONSULTANT shall, if so required by the Employer, supply extra copies of all such drawings and the cost of such extra copies shall be reimbursed by the Employer to the HVAC CONSULTANT.

3. Termination of Agreement

a) The agreement herein may be terminated at any time by either party by giving a written notice of two months to the other party. Even after the termination of their employment, the HVAC CONSULTANT shall remain liable and shall be responsible for the certification / approval of any bills submitted by the contractors at any time in respect of the work executed before the termination of the HVAC CONSULTANT engagement and consequences thereof on account of any excess / wrong payment, if any, certified / recommended by the HVAC CONSULTANT for payments to the contractors.

b) If the HVAC CONSULTANT shall close their business or the company, partnership firm stands dissolved due to provisions, if any, in partnership agreement of the firm in the event of death of one or more partners or become incapacitated from acting as such HVAC CONSULTANT then the Agreement shall stand terminated.

c) (i) If the HVAC CONSULTANT fail to adhere to the time schedule stipulated in the schedule hereto annexure or the extended time which may be granted by the Employer in his sole discretion. Or (ii) In case there is any change in the constitution of the firm of the HVAC CONSULTANTS for any reason whatsoever, the employer shall be entitled to terminate this agreement without giving notice and entrust the work to some other HVAC CONSULTANT.

d) In case of termination under sub-clause (a), (b) or (c) above, the HVAC CONSULTANT shall not be entitled to fees or compensation except the fees payable to them for the work actually done and as per the provisions in this agreement. In such cases the decision of the Employer as to what is the work actually done and what is the amount of the fees due to the HVAC CONSULTANT on the basis of actual work and as per the provisions in this agreement shall be final and binding on the HVAC CONSULTANT.

e) In case of the termination under sub-clause (a), (b) or (c) above, the Employer may make use of all or any drawings, estimates or other documents prepared by the HVAC CONSULTANT.

f) It shall be open for the Bank to terminate the agreement on the death, retirement, insanity or insolvency of any person/s, being director/s, in the said company / firm or on the addition or introduction of a new partner without the previous approval in writing of Bank. But in the absence of and until its termination by Bank as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution

of the firm by death, retirement, insanity or insolvency of any of its partner or the addition or introduction of any partner. In case of retirement/ death, the surviving or remaining partner of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement

3. Transfer of Interests:

- (i) The HVAC CONSULTANT shall not assign, sublet or transfer their interest in this agreement, without the prior written consent it of the employer.
- ii) Whether the firm is partnership firm or a company, no change in the constitution of such partnership or no change in the constitution of Board of Directors of the Company shall be made without the prior approval of SBI, LHO, JAIPUR.

4. Scale of Charges:

- a) The Employer shall pay to the HVAC CONSULTANT as remuneration for the services rendered by the HVAC CONSULTANT in relation to the said works, and in particular for the services herein before mentioned, fees calculated at the rate of.....% (..... percent) the cost of the work as indicated in sub-clause (a) of this clause. No deduction shall be made from the HVAC CONSULTANT bill/fees on account of any delay in the work due to reasons not attributable to the HVAC CONSULTANT.
- b) The Employer shall have the liberty to omit, postpone or not to execute any work and the HVAC CONSULTANT shall not be entitled to any compensation or damages for such omission, postponement, or non-execution of the work, except the fees which have become payable to them for the services actually rendered by them.

5. Methods of Payment:

| Sr. No. | Services to be recorded | Subject to clarifications under col Fees payments | Up to stage total cumulative fees payments | Remarks/ Clarifications |
|---------|--|--|---|---|
| 1 | 1(a) After completion of sketch plans, HVAC CONSULTANT design and model, if any, and their approval by the Bank | 1/16th (6.25%) of the total agreed % of fees on total cost of related work | 1/16th (6.25%) of the total agreed % of fees on total cost of related work. | It is clarified that estimated of the work at this stage shall include cost of HVAC chiller plant work only |
| | After completion of working drawings & detailed estimates to the satisfaction of the Bank including building management system | 1/8th (12.5%) of the total% of fees on total cost of related work. | 3/16th (18.75%) Of the total % of fees on total cost of related work | |

| | | | | |
|--|--|---|--|--|
| | (c) After preparation of contract documents including tenders, issue of tender notices in respect of all traces, submission of recommendations to the Bank and execution of the contract | 1/16th (6.25%) of the total% of fees on total cost of related work. | 1/4th (25%) of the total fees on total cost of related work. | |
| | During the progress of construction and in proportion to the value of the said works as certified from time to time and paid by the Bank. | 1/2nd (50%) of the total% of fees on total cost of related work. | 3/4th (75%) of the total fees on total fees on total cost of related work. | |
| | On final completion of the project & closing of accounts including handover by contractor | 1/8th (12.5%) of the total% of fees on total cost of related work. | 7/8th (87.5%) Of the total fees on total cost | |
| | After releasing security deposit of contractor | | 100% after completion of defective liability period of one year and recommendation to release security deposit | |
| | | | | |
| | | | | |
| | | | | |

6. Visit to the Site:

HVAC CONSULTANTs as stipulated by the Employer or their representatives shall visit the site at least once in a week and more frequently if so required and their HVAC Consultants shall visit the site periodically and as frequently as works require and inspect and supervise the work to ensure and themselves satisfy that the works are being executed as designed and planned by them and approved by the Employer and general quality of the work and finishes etc. are good. For this, no charges shall be payable by the Employer, but traveling charges shall be payable to them including daily allowances as mentioned in para 2 (l) above.

7. Delays, Responsibility & Recoveries from fees:

a) If the construction work after engagement of the contractors get delayed and the appointed contractors disagree to bear liquidated damages levied for the same as per the provisions in the agreements between the Bank and the contractors on a ground that they did not receive detailed drawings and any further clarifications from the HVAC CONSULTANT, the HVAC CONSULTANTS shall be liable to make good the losses to the Bank to an extent of the amount of liquidated damages disagreed by the contractors. Similarly, if the works done as per the HVAC CONSULTANT earlier given drawings are required to be altered / demolished because of mistakes at the HVAC CONSULTANT then HVAC CONSULTANT shall be liable to bear the cost of the work required to be so altered / removed (including removal / alternation cost) unless the contractors agree to forgo the cost of said work. In the event the HVAC CONSULTANT fail to discharge their duties diligently and delays are caused due to their negligence or if they do not cooperate, due to which the work is not completed within the time frame, they shall be liable to make good suffered by the Bank without prejudiced to the Bank's right to terminate the agreement and recover such fees, which is at discretion of the Bank, from any amount required to be paid to the Consultant.

8. Arbitration:

i. Any dispute and items of disagreement arising between the HVAC CONSULTANT and the SBI, LHO, JAIPUR shall be referred to the Chief General Manager or in his absence; the General Manager of SBI, LHO, JAIPUR and his decision on those matters will be final and binding on the HVAC CONSULTANT and PMC as well.

ii. If any dispute, difference, or question shall at any time arise between the HVAC CONSULTANT and the Employer as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that stated in (i) above or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works except in respect of the matters for which it is provided herein, that the decision of the Employer is final and binding, the same shall be referred to the Arbitration and arbitrator is to be appointed by the employer.

iii. The work under the contract shall, however, continue during the Arbitration proceedings. No payment due or payable to the HVAC CONSULTANT shall be with-held on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.

iv. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

v. The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

vi. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

vii. The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the

award including the fees, if any of the Arbitrator, who may direct to and by whom and in what manner, such costs or any part thereof shall be paid may fix or settle the amount of costs to be paid.

viii. The award of the Arbitrator shall be final and binding on both the parties. ix. Subject to aforesaid, the provisions of the Arbitrator Act 1940 or any statutory, modification or re-enactment thereof and the rules made there under, and for the time being to force, shall apply to the arbitration proceedings under this clause. This agreement executed the day and year first written above. In witness of this agreement, the parties hereto have subscribed their respective hands hereto and / or a duplicate hereof on the day and the year herein above first mentioned.

9. Independent Relationship:

9.1 This agreement is on a principal-to-principal basis and does not create any employer-employee relationship.

9.2 Consultant shall provide the Services hereunder as an independent service provider and nothing contained herein shall be deemed to create an association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between SBI and Architects.

9.3 Consultant, its employees or representative or its agents have no authority to bind SBI in any manner by any action / representation whatsoever.

10 Indemnities:

Consultant hereby agrees and undertakes unconditionally and irrevocably to indemnify, keep indemnified and hold harmless SBI and its employees against all losses, claims including third party claims, damages, penalties, costs or expenses, duties, of any kind whatsoever which may arise on account of proven warranty representations, un authorized acts, fraud, deed or loss in transit against or be incurred by SBI or its employees as a result of any act, omission or commission, negligence or any other reasons whatsoever, on the part of Consultant or any of its Staff.

11. The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

The Architect shall be solely responsible for full compliance with the provisions of the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013, In case of any complaint of sexual harassment against its employee within the Premises of the Bank, the complaint will be filed before the Competent Authority

12. Entire Agreement

This Agreement supersedes any and all agreements, contracts or addenda relating to the said Services performed by HVAC Consultant. This Agreement together with Annexure and is entire in it and cannot be changed or terminated orally. This agreement is in addition to and not in derogation to the Tender Document dated-----and annexure thereto and same is part and parcel of this agreement. No modification of this agreement shall be binding unless communicated in writing and signed on behalf of the Bank and HVAC Consultant.

13. GENERAL PROVISIONS:

Paragraph Headings: Paragraphs headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.

Waiver: Failure by the Bank at any time to enforce any obligation of Contractor to claim a breach of any term of this Agreement or to exercise any power agreed to hereunder, will not be construed as a waiver of any right, power or obligation under this Agreement and it will not affect any subsequent breach and will not prejudice SBI as regards any subsequent action.

Severability: If any term or provision of this Agreement should be declared invalid, the remaining terms and provisions of this Agreement shall remain unimpaired and will remain in full force and effect.

Modification: No modification, waiver or amendment of any term or conditions of this Agreement shall be effective unless and until it shall be reduced to writing and signed by the Bank and Contractor.

Employees or representative of Contractor: It is agreed that under no circumstances and / or at no point of time any employees or representative of Contractor shall be or construed to be the employees of The Bank.

Signed and delivered by within named M/s-----by the hand of its Partners for and on behalf of the HVAC CONSULTANT in the presence of

- 1.
- 2.

Signed and delivered for and on behalf of the State Bank of India by

- 1.
- 2.

INSTRUCTION TO HVAC CONSULTANT:

- i) Duly completed application Form along with enclosures /documentary proof as prescribed in the said application form signed on each page by the authorized signatory should be submitted in two separate sealed cover subscribed "Technical Bid" and "Price Bid" and the same are collectively kept in a sealed envelope and must reach the above-mentioned address. Please subscribe /write on the top of the envelope: **"Application for engagement of HVAC CONSULTANT for replacement of existing 4x120Tr HVAC plant at SBI, LHO, JAIPUR Local Head Office, Jaipur."**
- ii) Any & all cost/expenditure incurred by the HVAC CONSULTANT in relation to making the application shall be borne by the consultant/firm. No payment by way of compensation or whatsoever shall be made by the Bank.
- iii) The HVAC CONSULTANT/ firms should strictly furnish all the information only on the formats furnished/provided/made available. The applications not complying with this requirement are liable to be rejected outright without assigning any reason as the sole discretion of the SBI, LHO, JAIPURIMS.
- iv) All corrections and overwriting should be attested & countersigned by the authorized signatory of the HVAC CONSULTANT/ firm.
- v) In case HVAC CONSULTANT/HVAC Consultant firm intends to give additional information for which specified space is not sufficient, he may furnish such information by adding extra sheets by specifying/indicating the same in the appropriate column.
- vi) Applications received after the due date & time, incomplete/partly filled/unsigned applications, applications not accompanied with relevant annexed documents, enclosures, etc. are liable to be rejected outright without assigning any reason therefor at the sole discretion of the Bank.
- vii) Please ensure that the applications, annexed documents, enclosures etc. are signed by the HVAC CONSULTANT/ firm's (Authorized Signatory) only and proof of mode of authorization (such as Power of Attorney, Partnership Deed indicating such authorization, resolution, authorization letter etc. as applicable) is enclosed as prescribed in the Application Form.
- viii) Delay in submission of any part arising due to postal or any other irregularities at any stage will not be considered. The bank will not be responsible for any damage in transit in case of postal delivery.
- ix) The language in which the contract documents shall be drawn shall be in English/Hindi.
- x) Technical bid should contain application forms, formats duly filled with documentary proof, terms and conditions, design drawings/propose lay out plans etc. No price/rate should be mentioned anywhere in the technical bid. Technical bids contain rates/price for professional fees should be rejected.

xi) All the documents should be self-attested, and the Bank will verify with the original at the material time. All the pages of the application form duly filled in, press release, terms & conditions, annexures etc. should be signed by the authorized signatory with seal of the firm. xii) Price bid should contain price/rate in percentage of project cost only.

xiii) HVAC Consultant should have adequate knowledge & experience in handling the retrofitting of HVAC project in occupied building to avoid discomfort to employee and operational of building.

Annexure-I

APPLICATION FORM PRE-QUALIFICATION OF HVAC CONSULTANCY FIRM PROFILE

1. Name of the Firm:
 2. Address:
 3. Name, Telephone Nos. including Mobile of contact person:
 4. E-mail ID and address and Fax No.:
 5. Constitution of the Firm (Proprietor/ partnership)
 6. Year of Establishment:
 7. Name of Partners / Associates:
 - 8a. ISHRAE member ship no & date of membership.:
(Copy of valid registration to be enclosed)
 - 8b. Details of GST registration:
(Copy of valid registration to be enclosed)
 9. Name and value of major HVAC works completed during the Last 7 years. Details may be given in the Enclosed format (Annexure – II)
 10. Work on hand details may be given in the enclosed format (Annexure -III)
 11. List of Technical Personnel employed:
 12. List of other Personnel employed:
 13. Latest Income Tax Clearance Certificate to be enclosed:
 14. (a) List of registration with other Organizations:
(b) List of completion certificate etc. from the clients for completed / ongoing projects
- Turnover of the firm during last 3 years (amount in lacs) Year ended 2023.

Note: 1. Please do not write attached/ annexed, fill the details in the form.

2. Please enclose all the Annexes with relevant supporting documents duly self-attested.

Signature of the Consultant with seal

Date:

Place

Annexure-II

DETAILS AND VALUE OF MAJOR HVAC WORKS COMPLETED DURING THE LAST 7 YEARS

| <u>Sr. No.</u> | <u>Project Name</u> | <u>PSU/Govt./ Private office</u> | <u>Work order details with start date</u> | <u>Value of the work (Project cost)</u> | <u>Location of Project</u> | <u>Area in Sq Ft.</u> | <u>Completion certificate details with END date</u> |
|-----------------------|----------------------------|---|--|--|-----------------------------------|------------------------------|--|
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Signature of the Consultant with seal

Date:

Place

Annexure-III

DETAILS AND VALUE OF ON HAND PROJECT

| <u>Sr. No.</u> | <u>Project Name</u> | <u>PSU/Govt./ Private office</u> | <u>Work order details with start date</u> | <u>Value of the work (Project cost)</u> | <u>Location of Project</u> | <u>Area in Sq Ft.</u> |
|-----------------------|----------------------------|---|--|--|-----------------------------------|------------------------------|
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Signature of the Consultant with seal

Date:

Place

FORMAT OF FORWARDING LETTER

(To be submitted along with the technical Bid on letter head of firm)

**ASSISTANT GENERAL MANAGER (Premises & Estate)
SBI, LHO, Jaipur
C-Scheme, Tilak Marg, Jaipur-302005**

**Date:
letter no.**

Dear Sir,

**APPLICATION FOR PRE-QUALIFICATION OF HVAC CONSULTANT FOR
REPLACEMENT OF 4X120TR CENTRALIZED AC PLANT AT SBI, LHO, JAIPUR, LHO
LUCKNOW PLANT (4x120 Tr)**

- I / We refer to the tender notice issued by you for engagement of HVAC consultant connection with the above.
- I undertake to submit in Hard copy the tender document along with all terms & Conditions, application form, and subsequent annexure and corrigendum's duly signed and stamped by authorized person. However, we accept all the terms and conditions along with the scope of work and time schedule.
- I/ We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the modern energy efficient chillers.
- We have submitted **herewith EMD of Rs 5000/-** ofBank, dated..... With no.....
and online tender fee details.....

Yours faithfully,

Signature

Designation

Name of Partner

(Certified true copy of power of attorney should be attached)

PRICE BID (COVER-II)

(TO BE SUBMITTED IN **SEPARATE SEALED ENVELOPE** CLEARLY MARKED AS **COVER –II (PRICE BID)** ON ENVELOPE WITH NAME OF FIRM/ PERSON AT CORNER OF ENVELOPE)

ENGAGEMENT OF CONSULTANT FOR REPLACEMENT OF 4x120 TR CHILLER BASED CENTRALIZED HVAC PLANT AT SBI, LHO, JAIPUR LOCAL HEAD OFFICE, JAIPUR

| Description | Fee quoted (%) |
|--|-------------------------|
| Consultancy fee for rendering services as project consultant for replacement of 4x120Tr chiller-based HVAC plant at SBI, LHO, JAIPUR | % Of project cost |
| | |

Please Note:

1. Payment of fee to be quoted as percentage of total projects cost.
2. Payment of fee shall be made as per stages of project as mentioned above.

Signature and seal of Bidder

Place:

Date:

*****END OF DOCUMENTS*****